

**Millersville Board of Commissioners
Regular Meeting Agenda**

**Tuesday, October 16, 2018 at 5:30 P.M.
At City Hall**

1. Call to Order.
2. Invocation and Pledge to the Flag.
3. Approval of minutes from the September 18, 2018 Regular Commission Meeting.
4. Approval of the September 2018 Financial Report.
5. **PUBLIC HEARING:**

A. Resolution 18-R-04B, annexation of Robertson County Map 126, Parcel 059.00, upon written consent of the owners and to incorporate the same within the boundaries of the City of Millersville, TN.

1. Open Public Hearing.
2. Close Public Hearing.

B. Resolution 18-R-05B, annexation of a 26.0 acre +/- portion of Robertson County Map 125, Parcel 177.00, and Map 125, Parcel 085.00, upon written consent of the owners and to incorporate the same within the boundaries of the City of Millersville, TN.

1. Open Public Hearing.
2. Close Public Hearing.

C. Ordinance 18-705, to rezone a 7.6 acre portion of a 33.6 acre parcel located near the intersection of Bethel Road and South Mount Pleasant Road, Robertson County Map 125, Parcel 177.00, from Residential R-1 to Commercial C-1.

1. Open Public Hearing.
2. Close Public Hearing.

6. Approval of **Resolution 18-R-04B**, annexation of Robertson County Map 126, Parcel 059.00, upon written consent of the owners and to incorporate the same within the boundaries of the City of Millersville, TN.

7. Approval of **Resolution 18-R-05B**, annexation of a 26.0 acre +/- portion of Robertson County Map 125, Parcel 177.00, and Map 125, Parcel 085.00, upon written consent of the owners and to incorporate the same within the boundaries of the City of Millersville, TN.

8. **Second Reading of Ordinance 18-705**, an ordinance to rezone a 7.6 acre portion of a 33.6 acre parcel located near the intersection of Bethel Road and South Mount Pleasant Road, Robertson County Map 125, Parcel 177.00, from Residential R-1 to Commercial C-1.

9. **First Reading of Ordinance 18-706**, an ordinance to assign Residential R-5 Zoning Designation on territory annexed into the Millersville City Limits, identified as a portion of Robertson County Map 125, Parcel 177.00 and Parcel 085.00.
10. **First Reading of Ordinance 18-707**, an ordinance to assign Residential R-4 Zoning Designation on territory annexed into the Millersville City Limits, identified as Robertson County Map 126, Parcel 059.00.
11. **First Reading of Ordinance 18-708**, an ordinance to amend Chapter 86 of the Millersville Code of Ordinances, Article II, Division 2, Towing Authority, Sec. 86-62 Membership (a) and (b).
12. **First Reading of Ordinance 18-709**, an ordinance to amend Chapter 90 of the Millersville Code of Ordinances, Article II, Administration and Enforcement.
13. **First Reading of Ordinance 18-710** an ordinance to amend Chapter 18 of the Millersville Code of Ordinances, Building and Building Regulations.
14. **First Reading of Ordinance 18-703**, an ordinance to amend the Millersville Code of Ordinances Chapter 90, Article III, Division 2, Residential Districts, Section 174, Design Review Standards for Fences.
15. Approval of the Interim City Manager's updated Plan of Action for compensation during interim appointment.
16. Approval of the Mayor's Appointment to the Millersville Towing Authority Board.
17. Approval of a One-Year Contract Extension with Rogers Group for FY 2018-19 Paving Services.
18. Action related to a Traffic Signal at the intersection of Bethel Road and Highway 31W.
19. Action requiring the identity of complainants on Code Violation Complaints.
20. Citizen Comments. (Limited to 3 minutes per speaker)
21. City Manager Comments.
22. Commissioner Comments.
23. Adjournment.

CITY OF MILLERSVILLE, TENNESSEE

RESOLUTION 18-R-04B

A RESOLUTION TO ANNEX CERTAIN TERRITORY KNOWN AS ROBERTSON COUNTY MAP 126 PARCEL 059.00 UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE

WHEREAS, the City of Millersville, Tennessee, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory, described in *Attachment "A"* into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution describing the territory proposed for annexation was promptly sent by the City of Millersville to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in at least three (3) public places in the City of Millersville; and

WHEREAS, a plan of services for the area proposed for annexation is attached as *Attachment "B"* hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation with plan of services was submitted to the Millersville Planning Commission for study, and it has recommended the same on September 11, 2018; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed resolution of annexation and the plan of services was published in a newspaper of general circulation in such territory proposed for annexation and the City of Millersville not less than fifteen (15) days before the hearing, which notice included a minimum of three (3) locations where the resolution with plan of services is available for public inspection during business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing of Resolution 18-R-04A on the proposed annexation and plan of services was held by the governing body on September 18, 2018.

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

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Millersville, to be effective as of October 16, 2018, to wit:

Attachment "A"

- B. That the plan of services for this territory which is attached as Exhibit A hereto is approved and the same is hereby adopted.
- C. That the City Recorder shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Robertson County.
- D. That a copy of this resolution shall be recorded with the Robertson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Robertson County Assessor of Property and Administrator of Elections.
- E. That a copy of this resolution, as well as the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency services and communications district.
- F. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted on this 16th day of October, 2018, affixed a signature and directed that the same be recorded.

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Date: _____

Attest:

By: _____
Holly L. Murphy, City Recorder

Approved as to form and legality:

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

Attachment "A"

Legal Description for the property known as 7639 South Swift Road (RC Map 126 Parcel 059.00 as recorded in Robertson County Record Book 1746 Pages 820-822

Land in Robertson County, Tennessee, beginning at a stake in the southerly margin of the Eldorado Road, said stake being 689 feet westerly with said margin of said road from the northwest corner of the Lot conveyed by Aaron M. Turner et ux, to Henry D. Carter in Deed Book 136, Page 392, Registers Office for Robertson County, Tennessee, a corner to said Turner and the northeast corner of this land; thence with a fence along said margin of said road North 73 deg. 40 mitt West 164 feet to a stake, a corner to said Turner; thence with the line of said Turner South 16 deg. 20 min. West, passing through the center of a utility pole at 10 feet and continuing on in all 288 feet to a stake, a corner in the line of said Turner; thence with a fence and the line of said Turner South 89 deg. East 168.5 feet to a stake, a corner in the line of said Turner; thence with the line of said Turner North 16 deg. 20 min. East 245 feet to the beginning, containing 1.0 acre, more or less, as surveyed by John R. Alley, County Surveyor, on June 2, 1966.

Being the same property conveyed to Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher by deed from Estate of Harold Bruce Sherrell, deceased, by Jennifer Carrigan, Administratrix, Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher, heirs at-law of the said Harold Bruce Sherrell, deceased, of record in Record Book 1741, Page 856, Register's Office, Robertson County, Tennessee.

CITY OF MILLERSVILLE, TENNESSEE

A PLAN OF SERVICES FOR THE ANNEXATION OF A PARCEL KNOWN AS RC MAP 126, PARCEL 059.00

WHEREAS, 6-51-102 of *The Tennessee Code* requires that before a municipality may annex, the governing body shall adopt a plan of services establishing at least the services to be delivered and the projected timing of the services. The plan of services shall include, but not be limited to: police protection, fire protection, water service, electrical service, sanitary sewer service, solid waste collection, road and street construction and repair, recreational facilities and programs, street lighting, and zoning services. The plan may exclude those services provided by another public or private agency other than the City of Millersville, and

WHEREAS, the City of Millersville Municipal Planning Commission has reviewed this plan of services and recommended it be adopted by the Board of Commissioners of the City of Millersville, Tennessee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MILLERSVILLE, TENNESSEE THAT:

SECTION 1. Pursuant to the provisions of 6-51-102, *The Tennessee Code*, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

Water service is presently available to the area proposed for annexation. The area is served by the White House Utility District and is operated independent of the City.

B. Sewer

The area is surrounded by the jurisdiction of the City of Millersville, with public sewer currently provided on the eastern portion of South Swift Road, although not every parcel is served. City sewer is located on the section of South Swift Road this property abuts.

C. Stormwater

Stormwater System Management for this area is provided by the City of Millersville and is included in its permitted Municipal Separate Storm Sewer System (MS4). Each property pays in individual fee for inclusion to the City's system. There will be no increase in expenses to the department.

D. Electrical

Electrical service is presently being served to the area by Cumberland Electric Membership Corporation and is operated independent of the City.

E. Fire

The City of Millersville operates a municipal fire department. Fire protection by the present personnel and equipment of the fire fighting force within the limitations of available water and distance from the fire station will be provided on the effective date of annexation. No new personnel or equipment will be needed.

F. Police

The City of Millersville operates a police department. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. No new personnel or equipment will be needed.

G. Recreation

The City of Millersville Parks and Recreation Department serves all areas and residents of the city. There will be no increase in expenses to serve this area.

H. Streets

This property fronts South Swift Road, a public street. South Swift Road is classified as a collector street. The road appears to be in good condition and no improvement is needed in the immediate future.

I. Sanitation

Refuse collection is provided by the City of Millersville. Refuse collection is provided only for residential properties or uses. Each property pays an individual fee for this service.

J. Street Lighting and Traffic Signs

No additional signs would be required. Due to the fact that the annexation involves only one parcel, it is anticipated that no new streetlights would be installed in the immediate future.

K. Schools

The City does not maintain the school system. There will be no effect upon the school system as the property is already located within and served by Robertson County.

L. Building Inspection Services and Codes Enforcement

Any inspection services provided by the City of Millersville (building, plumbing, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. These services are predominantly used by new developments and construction. The cost of providing these services is largely paid for through permit fees. The City enforces its adopted Code of Ordinances through its Codes Enforcement Office.

M. Planning and Zoning

Planning and subdivision regulations will be governed by the Millersville Municipal Planning Commission and the Board of Commissioners (as required) to the annexed parcels on the effective date of annexation. The Zoning jurisdiction of the City and designation of a Zoning District will be established for the annexed parcel within sixty (60) days of final reading of the annexation.

N. Tax Assessor

The impact of the annexation to the Tax Assessor would be minimal to none.

O. Municipal Court

The impact of the annexation to the Municipal Court would be minimal to none.

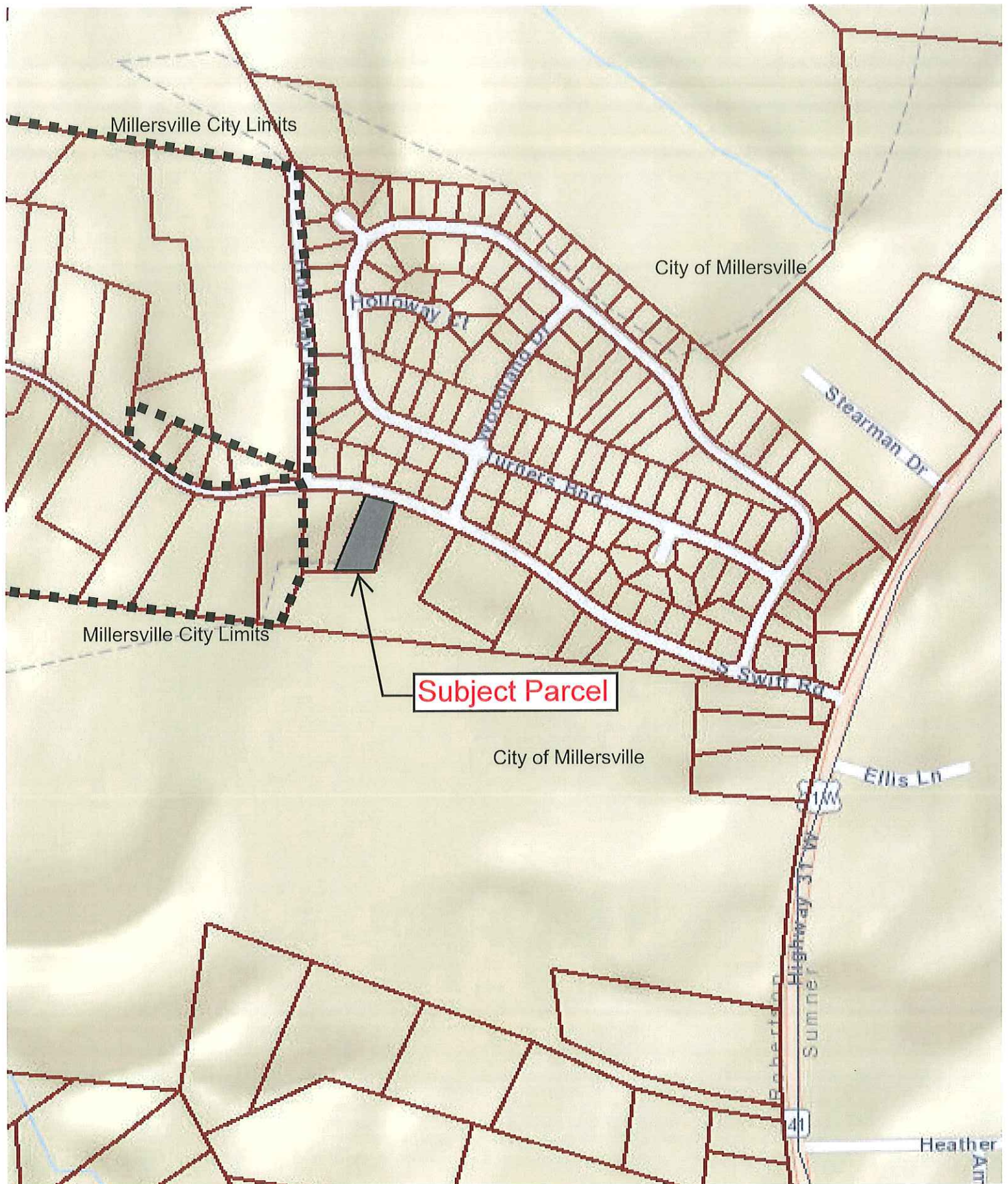
P. Animal Control

This service would continue to be provided by Robertson County.

Q. Cemetery

The City does not provide cemetery or burial services.

SECTION 2. These services shall become effective from and after adoption of the Resolution for Annexation.



CITY OF MILLERSVILLE, TENNESSEE

RESOLUTION 18-R-05B

A RESOLUTION TO ANNEX CERTAIN TERRITORY KNOWN AS A 26.0 ACRES +/- PORTION OF ROBERTSON COUNTY MAP 125 PARCEL 177.00 AND MAP 125 PARCEL 085.00 UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE

WHEREAS, the City of Millersville, Tennessee, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory, described in *Attachment "A"* into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution describing the territory proposed for annexation was promptly sent by the City of Millersville to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in at least three (3) public places in the City of Millersville; and

WHEREAS, a plan of services for the area proposed for annexation is attached as *Attachment "B"* hereto, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation with plan of services was submitted to the Millersville Planning Commission for study, and it has recommended the same on September 11, 2018; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed resolution of annexation and the plan of services was published in a newspaper of general circulation in such territory proposed for annexation and the City of Millersville not less than fifteen (15) days before the hearing, which notice included a minimum of three (3) locations where the resolution with plan of services is available for public inspection during business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing of Resolution 18-R-05A on the proposed annexation and plan of services was held by the governing body on September 18, 2018.

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

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Attachment "A"

- B. That the plan of services for this territory which is attached as Exhibit A hereto is approved and the same is hereby adopted.
- C. That the City Recorder shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Robertson County.
- D. That a copy of this resolution shall be recorded with the Robertson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Robertson County Assessor of Property and Administrator of Elections.
- E. That a copy of this resolution, as well as the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency services and communications district.
- F. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted on this 16th day of October, 2018, affixed a signature and directed that the same be recorded.

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Date: _____

Attest:

By: _____
Holly L. Murphy, City Recorder

Approved as to form and legality:

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

Attachment "A"

A parcel described by a Description for a portion of the property located on South Mount Pleasant Road (RC Map 125 Parcel 177.00) as recorded in Robertson County Record Book 1443 Pages 630-641.

A 26.0 acre +/- portion of land transferred unto Leann G. Barron by Quitclaim Deed, recorded in Robertson County Record Book 1443 Pages 630-641 (Attachment 1) and located outside of the municipal limits of the City of Millersville. This portion of the parcel is the remaining portion after the annexation by the City of Millersville by Ordinance 96-293 (Attachment 2) of which its legal description was corrected by two (2) letters to the Robertson County Assessor's Office from the City of Millersville, postmarked April 7, 1997 and dated & postmarked February 26, 1999 (Attachment 3). This portion of land being a part of the same property identified as Robertson County Map 125 Parcel 177.00.

And a parcel described by a Legal Description for a parcel located on South Mount Pleasant Road (RC Map 125 Parcel 085.00) as recorded in Robertson County Deed Book 326 Page 806.

BEGINNING at a point in the center of the Bethel and Eldorado Road, in line with a 4x4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs, in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone, her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block all 385 feet to the beginning, and being the same property as that conveyed to Bonnie A. Bean, by deed from Jimmy Thompson and wife Kathleen Thompson and Jerry Wix and wife Helen Wix, of record at Deed Book 266, page 421, in the Register's Office for Robertson County, Tennessee.

Attachment 1

<p>THIS DOCUMENT PREPARED BY:</p> <p>JEFFREY MOBLEY Howard & Mobley, PLLC 2319 Crestmoor Road Nashville, Tennessee 37215 (615) 627-4444</p>	<p>STATE OF TENNESSEE) COUNTY OF DAVIDSON)</p> <p>The actual consideration for this transfer is \$-NONE-.</p> <p><i>Leann G. Barron</i> Leann G. Barron, Affiant</p> <p>Subscribed and sworn to before me on the <u>26th</u> day of October, 2011.</p> <p><i>Julie C. Hunt</i> Notary Public My Commission Expires JAN. 7, 2013</p>
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Address of new owner:

Send Tax Bills to: Map-Parcel Numbers:

Leann G. Barron
 1600 Linden Avenue
 Nashville, TN 37212

SAME

Map 125, Parcel 139

MAP 127 | PARCEL 62

MAP 125 | PARCELS 177+177.01+09000

QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., (the "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of transferring their entire interests in the subject parcels of real property, hereby release, remise and quitclaim unto Leann G. Barron, her heirs, successors, and assigns, all right, title and interest of the Grantors in and to certain tracts or parcels of land in Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference. The subject realty is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

A new legal description was not prepared for this transaction. The legal descriptions are the same as the previous instruments of record.

1

Frankie Fletcher, Register
 Robertson County Tennessee
 Rec #: 209337 Instrument #: 243464
 Rec'd: 60.00 Recorded
 State: 0.00 12/19/2011 at 8:30 AM
 Clerk: 0.00 in Record Book
 Other: 2.00 1443
 Total: 62.00 Pgs 630-641

The subject realty is not the usual place of residence of any of the Grantors or Grantee hereunder. The spouse of each Grantor joins in this conveyance for the purpose of conveying any interest in the subject property by virtue of his or her marriage to such Grantor.

WITNESS our hands this 7th ^{November} day of ~~October~~, 2011.

Donna G. Nelson
Donna G. Nelson

Russell L. Nelson
Russell L. Nelson

Leann G. Barron
Leann G. Barron

Jay Barron
Jay Barron

Don M. Grubbs, Jr.
Don M. Grubbs, Jr.

Carol Grubbs
Carol Grubbs

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donna G. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 26th day of October, 2011.

My Commission Expires:

My Commission Expires JAN. 7, 2013

Julia C. Hunt
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Russell L. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 28th day of October, 2011.

My Commission Expires:

My Commission Expires JAN. 7, 2013

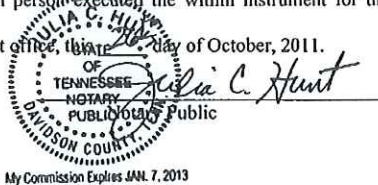
Julia C. Hunt
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Leann G. Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____

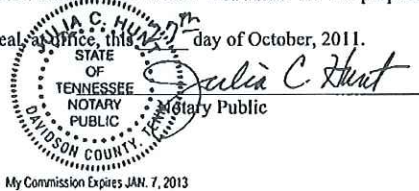


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Jay Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____

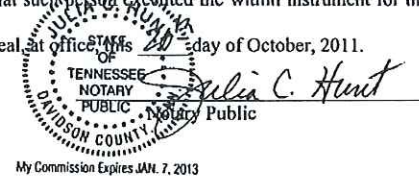


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Don Murry Grubbs, Jr.**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____



STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Robertson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Carol Grubbs**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 4th day of ~~October~~ November, 2011.

My Commission Expires: 12-2-2013

Pam J. Stewart
Notary Public

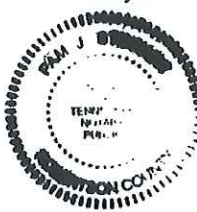


EXHIBIT A

Legal Descriptions

NOTE:

INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HERewith.

Kelly Willis Rd., Map 125, parcel 139, 13.19 acres (Millersville egg farm)

A tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, more particularly described as follows:

BEGINNING at the northwest corner of subject tract, a fence post in the line of the tract conveyed or to be conveyed to Joe Charles Harris, et ux by Vallie Katherine Williams, running thence South 3 deg. 30' West 537 feet, with fence line, to a point in the margin of Bethel to Greenbrier road, thence, with the northerly margin of said road, South 86 deg. East 1223.5 feet; thence with the margin of said road, South 77 deg. 45' East 300 feet; thence continuing with the northerly margin of said road, South 87 deg. 30' East 572 feet to a point, the beginning of a curve; thence around said curve in the road to the left, 25 feet to a point in the westerly margin of the Gideon Road, thence, with the westerly margin of Gideon Road, North 8 deg. 15' West 223 feet to a stake, thence, continuing with the westerly margin of said Gideon road North 400 feet to a stake in the margin of said road, said stake being southeast corner of the said Harris' tract heretofore referred to; thence North 89 deg. 18' West 927 feet, with said Harris, to the beginning containing 13.19 acres, more or less, including the road frontage to the center line of said roads to comply with description in deeds in said calculations.

Said premises is subject to easement of record in Land Mortgage Book 34, page 449, RORCT.

The above described property is part of the properties conveyed to Joyce Lovelace Grubbs from Joyce Lovelace Grubbs, Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., co-trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, by Marital Share Quitclaim Deed of record in Book 638, pages 58-65, Register's Office for Robertson County, Tennessee.

Don M. Grubbs, Sr., also known as Don Murry Grubbs, Sr., died on February 18, 1999.

Joyce L. Grubbs and Joyce Lovelace Grubbs are one and the same person.

Being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Grubbs Family, LLC, a Tennessee limited liability company, of record in Book 1442, Page 718, Register's Office for Robertson County, Tennessee.

Map 127/Parcel 62
Map 125/Parcels 177 & 177.01 & 09000

The below described property is that property described on the above Tax Map and Parcel Number. There is a deed from Don M. Grubbs et ux to Joyce L. Grubbs, Trustee, at Deed Book 340, page 75, said Register's Office, which is believed attempted to describe accurately the subject property certain additions, corrections, or notations are included herein to that prior deed in an effort to compile an accurate legal description.

Parcel 1:

BEGINNING at a point in the center of the Eldorado and Bethel Church Road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line; runs thence with said Morris' line south 89 degrees west 22.1 poles to a stone; thence south 1½ degrees east 21.1 poles to a point in the center of Bethel Church Road; thence with said Bethel Church road as follows; south 78 degrees east 15.6 poles; north 37 degrees east 11 poles; north 2 degrees east 15 poles to the beginning, containing 2.94 acres, more or less, as surveyed by J.R. Scott, County Surveyor of said County, on April 5, 1937. The above described property was conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones et al at Deed Book 91, page 477, said Register's Office. See the derivation for Tract No. 1 at Deed Book 340, page 75, for further derivations.

Exclusion No. 1:

BEGINNING at a concrete monument in the westerly margin of Eldorada Springs Road and being the most northeasterly corner of herein described tract, and the most southeasterly corner of Ollie Swift property (DB 187, pg 435, RORCT); thence S 01 deg. 51 min. 06 sec. W. 107.27 feet to a set iron pin; thence with a curve to the right (I=20°32'42", L=90.08', R=251.22') 90.08' to a set iron pin; thence now leaving the margin of said road with the line of Williams N 85 deg. 58 min. 3 sec. W 180.04 feet to a set iron pin said pin and line being agreed on by all adjoining property owners (Don Grubbs, Ollie Swift, and Todd Williams on 5/19-93); thence N 01 deg. 34 min. 38 sec. W 194.64 feet to a set iron pin; thence S 86 deg. 14 min. 06 sec. E. 214.30 feet to the point beginning, containing 0.91 acres, more or less according to a survey dated 5/11/93, by Tommy E. Walker, Tennessee License No. 1465. This is the property conveyed unto Trustees and Deacons of the Bethel Baptist Church by deed of record in Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorada Springs and Bethel Church road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line, being the northeast corner of a tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and others on April 6, 1937, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 91, at Page No. 477; thence with said Morris' line south 89 deg. West 21.1 poles to a stone; thence south 1½ deg. East 3 poles to a point in the west line of said tract of land conveyed to Mrs. Avis C. Grubbs by Nannie D. Jones and other hereinbefore referred to; thence in an easterly direction about 21.1 poles to a point in the center of said Eldorada Springs and Bethel Church Road; thence north 2 deg. East with the center of said road 4 poles and 12 feet to the beginning, being the northerly portion of the tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and other hereinbefore mentioned. This being the property conveyed to David Hassell Jones et ux by Mrs. Avis C. Grubbs of record at Deed Book 93, page 190, said Register's Office.

Exclusion No. 3:

BEGINNING in the center of the Bethel-Hygeia Road, the N.E. corner of this tract and the S.E. corner of Avis Grubbs; thence in a northwesterly direction 9 poles and 8 feet to a stone; thence in a southwesterly direction about 8 poles and 9 feet to a stone; thence in a southerly direction about 5 poles to the center of the Bethel-Hygeia Road; thence following the center of said road, about 20 poles and 14 feet to the beginning, containing about one-half acre of land, being the southern portion of a tract of 2.96 acres sold and by deed conveyed to the undersigned Avis Grubbs by Nannie B. Jones about 1938, said deed being of record in the office of the Register for Robertson County, Tennessee, the land herein conveyed lying about 4½ miles east of Greenbrier, and being the same property conveyed to Samuel C. Mayes by deed from Avis Grubbs of record at Deed Book 97, page 304, said Register's Office.

Of the above three (3) exclusions from the 2.94 acre tract, exclusion No. 1 is designated in that Quitclaim Deed referenced at Deed Book 340, page 75. Exclusions 2 and 3 were not excluded in the prior deed from the 2.94 acre tract, should have been, and had been conveyed by Avis Grubbs, the mother of Don M. Grubbs, before his inheritance. In addition, the property in said deed conveyed to the Bethel Baptist Church, containing 1.953 acres is not an exclusion from the 2.94 acre tract, but should be excluded from the 9 acre tract described below.

Parcel No. 2

BEGINNING at a point in the center of the Eldorada road, corner to Mrs. N.B. Jones, said beginning point being the southeast corner of a tract of land of 17.9 acres sold by deed conveyed to H.H. Morris and wife, Ruth Morris, by D.A. Jones and wife, Mrs. N.B. Jones, on March 24, 1937, which said deed is of record in the office of the Register's Office for Robertson County, Tennessee, in Deed Book 88, Page 54 to which reference is here made; thence south 89 deg. West about 48 poles running just north of a rail fence to the southeast corner of a 4 1/4 acre tract sold by deed conveyed by H.H. Morris and wife, Ruth Morris, to M.L. Webb and wife, Jetta Webb, on February 20, 1946, which said deed is of record in the office of the Register for Robertson County, Tennessee in Deed Book 101, page 100 to which reference is here made; thence north 4 deg. East with the east line of said 4 1/4 acre tract 31 poles to a stone, the northeast corner of said 4 1/4 acre tract and also the southeast corner of a tract of land sold and by deed conveyed to M.L. Webb and wife, Jetta Webb, by H.H. Harris and wife, Ruth Morris, on March 26, 1945, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book 99, page 119 to which reference is here made; thence south 86 deg. east with a north line of the said 17.9 acre tract above referred to 47 poles to a point in the center of Eldorado road, and a corner in J.S. Webb's line and a corner of said 17.9 acre tract; thence south 2 deg. west with said Eldorado road, 27.1 poles to the beginning, containing 9 acres more or less. This is the same property conveyed to Mrs. Avis Grubbs by H.H. Morris et ux at Deed Book 103, page 29, said Register's Office. Also, this is Tract 2 of the property conveyed at Deed Book 340, page 75, said Register's Office.

Exclusion No. 1:

BEGINNING at an iron rod on the northern margin of Bethel Road said point being the southeast corner of the property of the Trustees and Deacons of the Bethel Baptist Church and being the southwest corner of this tract; thence leaving said road margin with the line of the Church, N. 04 degrees 30' 00" E. 848.42 feet to an iron rod at the Church northeast property corner; thence leaving Church line with a new line, S. 85 degrees 30' 00" E. 100 feet to a

concrete monument; thence continuing with a new line S. 04 degrees 30' 00" W. 855.43 feet to a concrete monument on the northern margin of Bethel Road, passing through a reference concrete monument at 455.43 feet; thence with the northern margin of Bethel Road and a concaved curve, delta of 08 degrees 05' 55", radius of 709.82 feet, length of 100.33 feet, chord bearing of N. 81 degrees 29' 23" W. 100.24 feet to the point of beginning; containing 1.953 acres, more or less; as per survey by: R.L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, TN 37072, dated July 15, 1994. Being the same property as that conveyed to the Deacons of the Bethel Baptist Church at Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorado Road, Ollie Swift's northeast corner and the southeast corner of this land, thence with the center of said road North 00 deg. 30' E. 150 feet to a point, a corner to Mrs. Avis Grubbs; thence with the line of Mrs. Grubbs as follows: North 89 deg. 00' W. 225 feet to a concrete marker; South 00 deg. 30' W. 150 feet to a concrete marker, a corner to said Mrs. Grubbs in the line of aforesaid Swift; thence with the line of said Swift South 89 deg. 00' E. 225 feet to the beginning, containing 0.77 acre, more or less, as surveyed by John R. Alley, County Surveyor of Robertson County, Tennessee, on May 12, 1966, and being a portion of the property conveyed to H.H. Morris and wife, Ruth Morris, to Avis Grubbs by deed of record in Deed Book 103, at page 29, in the Register's Office for Robertson County, Tennessee. Also from Avis Grubbs et vir, to Ollie S. Swift et ux of record at Deed Book 138, page 337, said Register's Office.

Parcel No. 3

BEGINNING in the center of the Ridgetop and Eldorado Springs Road, a corner to Herman Morris, and running thence north 87 degrees west 47 poles to a stone, a corner in said Herman Morris' line; thence north 3½ degrees east 65 poles to a stone, a corner to M. L. Webb in Clement Crawford's line; thence south 87 degrees east 39 poles to a point in the Ridgetop and Eldorado Springs Road, a corner to Clement Crawford; thence with said road as follows: South 10 degrees east 16 poles; south 4 degrees east 8 poles; south 2 degrees east 20 poles; south 2 degrees west 22 poles to the beginning, containing 18.1 acres, more or less. This is the same property conveyed to Mrs. Avis Grubbs by Gerald E. Jones et ux, at Deed Book 97, page 287. Being also the property conveyed as Tract #3 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77, said Register's Office. This is also the same property described as Tract No. 5 in this prior deed, the said Tract No. 5 describing a tax deed from the State of Tennessee which was received by Grubbs in 1961 after the Grubbs prior purchase of the property from Jones in 1944, said tax deed clearing the title to the property regarding back taxes of Jones.

Exclusion No. 1:

BEGINNING at a point in the center of the Bethel and Eldorado Road, in line with a 4 X 4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block in all 385 feet to the beginning. This is the same property conveyed by Avis Grubbs et vir, to H.H. Minchey et ux at Deed Book 136, page 58, said Register's Office. Said

prior deed recites that this is a portion of the Clement Crawford property conveyed to Grubbs at Deed Book 100, page 75. Actually, said property may not contain any of the Crawford property, but substantially is a portion of the above 18.1 acre Gerald Jones property.

Parcel No. 4

BEGINNING at a point in the Bethel Road, corner to Melvin Grubbs and H.L. Shannon, thence north 88 degrees west 60.8 poles to a poplar tree, corner to Fate Webb in Lloyd Sloan's line; thence north ½ degrees west 27.3 poles to a stone, corner to H.L. Shannon in Sloan's line; thence south 88 degrees east 62 poles to a point in road, corner to said Shannon; thence with the road south 3 degrees west 27.3 poles to the beginning, containing 10.5 acres. Being the same property conveyed to Mrs. Avis Grubbs by Clement Crawford at Deed Book 100, page 73, said Register's Office, and also being the same as Tract #4 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77.

Exclusion No. 1:

BEGINNING at a concrete monument (old) in the westerly margin, 25 feet from the centerline of South Mt. Pleasant Road, the most southeast corner of this tract, and being a corner to Helen Wix (deed book 326, page 806); thence, leaving said road and with the line of said Wix, N. 89 deg. 36 min. 09 sec. W 286.73 feet to an iron pin (new) in the line of said Wix; thence, with a new line, N. 00 deg. 23 min. 51 sec. 406.48 feet to an iron pin (new); thence, S 82 deg. 56 min. 09 sec. E. 63.31 feet to a concrete monument (old), a corner of Elizabeth L. Byrne Fisher (deed book 173, page 371); thence, with the line of said Fisher, S. 82 deg. 42 min. 59 each. E. 56.37 feet to a point in the line of said Fisher, a corner to George Newcomb; thence, with said Newcomb, S 02 deg. 59 min. 48 sec. E. 109.42 feet to an iron pin (old); thence, continuing with said Newcomb, S. 81 deg. 00 min. 28 sec. E. 77.71 feet to a corner post in the line of said Newcomb, a corner to Oscar Torkelson (deed book 274, page 1073), thence, with said Torkelson, S.06 degrees 13 min. 21 sec. W. 104.56 feet to an iron pin (new); thence continuing with said Torkelson, S. 82 deg. 58 min. 55 sec. E. 113.63 feet to an iron pin (new) in the westerly margin of said South Mt. Pleasant Road; thence, with said road, S. 06 deg. 56 min. 00 sec. W. 155.42 feet to the beginning, containing 1.96 acres, more or less, as per survey of Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated July 25, 1994. Being the property conveyed to Charles Seay Crawford et ux, by Don Grubs at Deed Book 333, page 63, said Register's Office.

Exclusion No. 2:

BEGINNING on a stake located 100 feet as measured south along the west margin of Bethel Road, this measurement being made from the northeast corner of a 10.5 acre tract of land conveyed to Avis Grubbs as hereinafter set forth, and out of which 10.5 acre tract this lot is a portion thereof, and from the point of beginning runs thence with the west margin of said road South 3 deg. W. 100 feet to a stake; thence North 88 deg. W. 100 feet to a stake; thence North 3 deg. E. 100 feet to a stake; thence South 88 deg. E. 100 feet to a stake and the point of beginning, and being the same property conveyed to Hoyte Phillips and wife, Norma Phillips by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 150, page 214, said Register's Office.

Exclusion No. 3:

BEGINNING at a four inch square concrete marker reinforced with steel driven in the ground, said beginning point being in the west margin or line of the Bethel Road and being approximately fourteen feet south 3 deg. West from the northeast corner of a tract of land sold and by deed conveyed to Avis Grubbs by Clement Crawford on June 28, 1945, said deed being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 100 at page 73 to which reference is here made; thence north 88 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 3 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 88 deg. East 100 feet to a four inch square concrete marker reinforced with steel driven in the ground, in the west margin or line of the Bethel Road; thence north 3 deg. East with the west margin or line of the Bethel Road to the point of beginning. Being the same property conveyed to George William Newcomb and wife, Mary Louise Newcomb by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 137, page 256, said Register's Office.

Exclusion No.4:

BEGINNING at an iron pin, the northwest corner of a tract of land which belongs to George W. Newcomb, having a deed reference in Deed Book 137, page 256, Register's Office for Robertson County, Tennessee, the northeast corner of this tract and continuing as follows; with a new line, N 83 deg. 26 min. 02" W. 129.15 feet to an iron pin; thence continuing with a new line, S 4 deg. 50 min. 00" E. 100.15 feet to an iron pin; thence continuing with a new line, S 82 deg. 50 min. 40" E. 105.70 feet to a concrete monument, the northwest corner of a tract of land which belongs to Fentress M. Myers, having a deed reference in Deed Book 183, page 410, Register's Office for Robertson County, Tennessee, and the southwest corner of said tract of land which belongs to George Newcomb; thence with the line of George W. Newcomb, N 8 deg. 40 min. 45" E. 99.33 feet to the point of beginning, containing 11,587 square feet as surveyed by Kessinger & Associates, dated February 4, 1981. Being the same property that was conveyed from Avis Grubbs to George Newcomb and wife, Louise Newcomb of record at Deed Book 252, page 190.

Parcel No. 5

BEGINNING at a stone in the Bethel Road, the southeast corner of the Bethel Church property and runs thence in an easterly direction with the Bethel-Hygeia road 34 rods and 5 feet to a point in Avis Grubbs' line; thence in a northerly direction with said Grubbs' line 20 rods and 8 feet to a stone in H.H. Morris' line; thence in a westerly direction with the said Morris line 34 rods and 12 feet to a stone; thence in a southerly direction with the line of Bethel Church property 14 rods and 9 feet to the beginning, containing 3½ acres, more or less, and being the same property as that conveyed to Mrs. Avis Grubbs by deed from D.A. Jones and wife, Mrs. Nannie Belle Jones of record at Deed Book 93, page 259, said Register's Office.

Tax Map 125/Part of Parcel 177 (1.88 acres)

Beginning at an iron bar monument (new), in the northerly margin Bethel Road, the southwest corner of a tract of land which belongs to Judson Todd Williams, having a deed reference in Deed Book 319, Page 777, RORCT, the southeast corner of this tract, and continuing with the northerly margin of Bethel Road, as follows:

N 67°21'43" W, 135.87 feet to an iron pin (new);
thence with a curve to the left, having a radius of 3152.28 feet, an arc distance of 57.88 feet, and a chord bearing and distance of N 67°53'16" W, 57.88 feet to iron pin (new);
thence, N 68°24'50" W, 50.62 feet to an iron bar monument (new), in the northerly margin of Bethel Road;

thence with a new line as follows:

N 21°35'10" E, 214.62 feet to an iron bar monument (new);
thence, S 76°59'56" E, 167.06 feet to an iron bar monument (new);
thence, N 12°36'34" E, 61.46 feet to an iron bar monument (new);
thence, S 80°32'22" E, 45.83 feet to a concrete monument (old), the northwest corner of a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 187, Page 435, RORCT;

thence, S 06°19'17" W, 49.96 feet to a concrete monument (old), the southwest corner of said tract of land which belongs to Ollie Swift;

thence, S 75°25'19" E, 115.81 feet to an iron bar monument (new), a common corner of said tract of land which belongs to Ollie Swift, and a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 319, Page 777, RORCT;

thence, S 09°14'54" W, 194.64 feet to an iron bar monument (new), a common corner of said second mentioned tract of land which belongs to Ollie Swift, and said tract of land which belongs to Judson Todd Williams;

thence, N 82°42'00" W, 137.00 feet to an iron bar monument (new), the northwest corner of said tract of land which belongs to Judson Todd Williams;

thence, S 14°18'00" W, 55.34 feet, to the point of beginning, containing **1.88 Acres**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated March 14, 2011.

All of the above property being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., Trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, of record in Book 1442, Page 732, Register's Office for Robertson County, Tennessee.

NOTE:

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A,
BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS
CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G.
NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR
ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED
CONCURRENTLY HERewith.**

Attachment 2

ORDINANCE 96-293

AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE.

BE IT ORDAINED BY THE Board of Commissioners of the City of Millersville, Tennessee:

Section 1. Pursuant to authority conferred by Section 6-51-102, T.C.A., there is hereby annexed to the City of Millersville, Tennessee and incorporated within the corporate boundaries the following described territory:

Beginning at the point where the westerly right of way line of Mt. Pleasant Road meets the northerly right of way line of Bethel Road, as shown on Map No. 127, Robertson County, Tennessee, prepared by Tobin Rountrey, Inc., revised November 1995; thence, following the northerly right of way line of Bethel Road in a westerly direction to the point where said line intersects the southerly line of Parcel No. 57, as shown on Map No. 127; thence, following the southerly lines of Parcel Nos. 57, 81, 82, and 83, as shown on Map No. 127, in a westerly direction to the westerly line of Parcel No. 83; thence, following the westerly lines of parcel Nos. 83 and 80, as shown on Map No. 127, in a northerly direction to the southerly line of the aforesaid Parcel No. 57; thence, following the southerly lines of Parcel Nos. 57, 57.01, 51, 51.06, 51.03, 51.04, 51.02, 54.01, and 54, as shown on Map No. 127, in a westerly direction and continuing in a straight line to the easterly line of Parcel No. 48, as shown on Map No. 127; thence, following the easterly line of Parcel Nos. 48, 95, and 48.02, as shown on Map No. 127, in a southerly direction to the southerly line of Parcel No. 48.02; thence, following the southerly line of Parcel No. 48.02 in a westerly direction to the westerly line of Parcel Nos. 48.02; thence, following the westerly line of Parcel No. 48.02 in a northerly direction to the southerly line of Parcel No. 86.01, as shown on Map No. 127; thence, following the southerly line of Parcel No. 86.01 in a westerly direction to the westerly line of Parcel No. 86.01; thence, following the westerly line of Parcel No. 86.01 in a northerly direction to the northwesterly corner of Parcel No. 86.01; thence, in a straight line to the southwest corner of Parcel No. 47, as shown on Map No. 127; thence, following the westerly line of Parcel No. 47 in a northerly direction to the northerly line of Parcel No. 47; thence, following the northerly lines of Parcel Nos. 47 and 48.01 as shown on Map No. 127, in an easterly direction to the northeasterly corner of Parcel No. 48.01; thence, in a straight line to the northwesterly corner of Parcel No. 49, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 49 to the easterly line of Parcel No. 49; thence, in a southerly direction along the easterly lines of Parcel Nos. 49, 50 and 51.01 to the northerly line of Parcel No. 51.03, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 51.03 to the easterly line of Parcel No. 51.03; thence, in a southerly direction along the easterly line of Parcel No. 51.03 to the northerly line of Parcel No. 51.06; thence, in an easterly direction along the northerly lines of Parcel Nos. 51.06 and 51 to the westerly line of Parcel No. 57; thence, following the westerly line of Parcel No. 57 in a northerly direction to the northerly line of

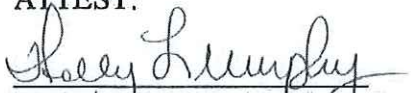
Parcel No. 57; thence, following the northerly line of Parcel No. 57 in an easterly and clockwise direction to the northerly line of Parcel No. 58.01, as shown on Map 127; thence, following the northerly lines of Parcel Nos. 58.01 and 58.02 in an easterly direction to the easterly line of Parcel No. 58.01; thence, in a straight line to the point where the easterly right of way line of Williams Road intersects the southerly line of Parcel No. 23.07, as shown on Map 127; thence, in a southerly direction along the easterly right of way line of Williams Road to the northerly line of Parcel No. 22.08, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel Nos. 22.08, 22.11, 22.12, 22.03 to the westerly line of E.C. Cavanah Subdivision, as shown on Map 127; thence, in a northerly direction along the westerly line of E.C. Cavanah Subdivision to the northerly line of said subdivision; thence, following the northerly line of said subdivision in an easterly direction to the easterly line of Parcel No. 59.01, as shown on Map 127; thence, in a straight line to the southerly line of Parcel No. 60, as shown on Map No. 127; thence, in a northerly direction along the westerly line of Parcel No. 60 to the northerly line of Parcel No. 60; thence, in an easterly direction along the northerly line of Parcel No. 60 to the easterly line of Parcel No. 60; thence, in a southerly direction along the easterly line of Parcel No. 60 to the southerly line of Parcel No. 62; thence, following the southerly line of Parcel No. 62 in an easterly direction to the westerly right of way of Mt. Pleasant Road; thence, in a southerly direction along the westerly right of way of Mt. Pleasant Road to the northerly line of Parcel No. 73; thence, following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning.

Section 2: This ordinance shall take effect on the earliest date allowed by law.


Passed First Reading 8/13/96

Passed Second Reading 8/27/96

ATTEST:


Holly L. Murphy, City Recorder

Board of Commissioners

By: 
Robert E. Mobley, Mayor



Attachment 3

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Mayor - Robert E. Mobley
Vice Mayor - David McCoy
City Manager - Eric Brangenberg

Commissioner Ray Crunk
Commissioner Ray Hall
Commissioner D. J. O'Donnell

Robertson County Assessor's Office
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Sir/Madam,

I am writing this to clarify some questions which you have brought to my attention. The questions involve the intent of the Millersville Board of Commissioners with regard to two of our annexation ordinances. Hopefully, the following will clarify any questions you may have:

Although the revision of Map 127, Robertson County used to write up Ordinance 96-293 indicates November 1995, the person writing up the ordinance was evidently looking at a revision dated earlier, because of some changes which have taken place. Bethel Baptist Church approached the City of Millersville requesting annexation of all their property in order to provide them with sewer service. That was the intent of the Board and it was thought that the eastern line of parcel #60 was the eastern line of their property. Since it has been brought to my attention that they have purchased another tract, identified as parcel # 75.01, I have researched the intent and determined that the following verbage would have accomplished the intent of the Board. Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning."

On Ordinance 96-292, the line on the map provided to your office was inadvertently drawn on the southern boundary of Map 128, Parcel No. 71, because of the

Parcel being on the edge of the map, divided between Map 128 and 127. The intent of the Board was to annex the area specified in the verbage of the Ordinance, including Parcel No. 71. The Board had been asked to annex the property around Bethel Baptist Church, Highland Rim Speedway and others and the intent was to annex all property connecting to Bethel Road on the northside of the road from the existing City Limits to the property which had requested to be annexed.

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

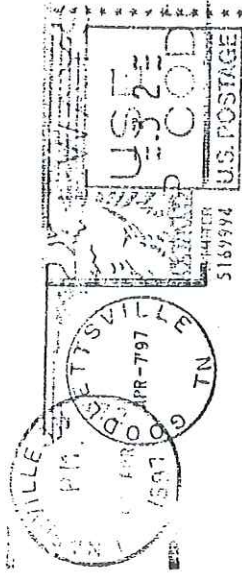
Sincerely,

A handwritten signature in cursive script that reads "Michael D. Gorham".

Michael D. Gorham
City Manager

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Tax Assessor
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

37172-2341 03



City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

February 26, 1999

Robertson County Assessor's Office
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Lynn,

In my letter of April 1997, I made clerical changes to the language of Ordinance 96-293 to provide closure to the map which was provided to your office. It was my intent at that time and the intent of the Board when the annexation ordinance passed to exclude property which did not front on Bethel Road or had not requested to be annexed. Mr. Ollie Swift's property, Map 127, Parcel 73.01 was not intended to be included in that annexation. I have drafted another clerical change to the ordinance which I hope will resolve this issue. If there is any problem with this wording, please let me know.

Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the western edge of Parcel No. 73.01, thence, in a southerly direction to the northern line of Parcel 72 thence, following northern line of Parcel 72 to the westerly right of way line of S. Mt. Pleasant Road in a southerly direction to the point of beginning."

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,

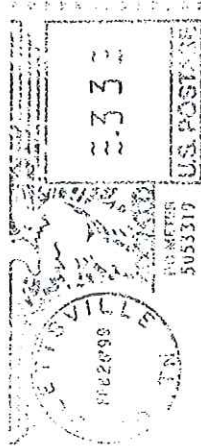


Michael D. Gorham
City Manager

cc: Mr. Ollie Swift, 2137 S. Mt. Pleasant Rd, Greenbrier, Tennessee 37073

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Assessors office
521 S. Brown Street
Attn: Lynn Stage Wood
Springfield, TN 37172

37172+2341

Robertson County - Parcel: 126 023.00



Date: September 20, 2018
County: Robertson
Owner: MORRIS KIMBERLY G
Address: SOUTH SWIFT RD 7558
Parcel Number: 126 023.00
Deeded Acreage: 0
Calculated Acreage: 0.8
Date of Imagery: 2013

TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government
(OLG)
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,
Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-705

**AN ORDINANCE TO REZONE A 7.6 ACRE PORTION OF A 33.6 ACRE
PARCEL LOCATED NEAR THE INTERSECTION OF BETHEL ROAD
AND SOUTH MOUNT PLEASANT ROAD, ROBERTSON COUNTY MAP
125, PARCEL 177.00, FROM RESIDENTIAL R-1 TO COMMERCIAL C-1.**

WHEREAS, a 7.6 acre +/- portion of land located within the municipal limits of the City of Millersville, and identified as a portion of Robertson County Map 125, Parcel 177.00, is currently zoned Residential District R-1; and

WHEREAS, the owner of this parcel requests the City rezone said portion of this property to Commercial C-1; and

WHEREAS, the proposed zoning designation is complimentary to other zoning designations and uses in the vicinity; and

WHEREAS, it is in the City of Millersville's best interest to rezone this particular portion of the parcel to allow for the highest and best use; and

WHEREAS, the Planning Commission voted unanimously to recommend the rezoning of this parcel to Commercial C-1 on September 11, 2018.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee, that:

SECTION 1. The 7.6 acre portion of a parcel within the City of Millersville, Tennessee specifically identified as a portion of Robertson County Map 125, Parcel 177.00 is hereby rezoned from Residential R-1 to Commercial C-1. (Description of the respective portion of the parcel attached hereto as part of the Ordinance.)

SECTION 2. This Ordinance shall become effective immediately upon 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: _____
Robert G. Wheeler, Jr., City Attorney

A description for a portion of the property located on South Mount Pleasant Road and Bethel Road (RC Map 125 Parcel 177.00) as recorded in Robertson County Record Book 1443 Pages 630-641

A 7.6 acre +/- portion of land transferred unto Leann G. Barron by Quitclaim Deed, recorded in Robertson County Record Book 1443 Pages 630-641 (Attachment 1) and located within the municipal limits of the City of Millersville, as annexed by Ordinance 96-293 (Attachment 2) of which its legal description was corrected by two (2) letters to the Robertson County Assessor's Office from the City of Millersville, postmarked April 7, 1997 and dated & postmarked February 26, 1999 (Attachment 3). This portion of land being a part of the same property identified as Robertson County Map 125 Parcel 177.00.

Attachment 1

<p>THIS DOCUMENT PREPARED BY:</p> <p>JEFFREY MOBLEY Howard & Mobley, PLLC 2319 Crestmoor Road Nashville, Tennessee 37215 (615) 627-4444</p>	STATE OF TENNESSEE) COUNTY OF DAVIDSON)
	The actual consideration for this transfer is \$-NONE-.
	Subscribed and sworn to before me on <u>26th</u> day of October, 2011.
	My Commission Expires <u>JAN. 7, 2013</u>

Address of new owner:	Send Tax Bills to:	Map-Parcel Numbers:
Leann G. Barron	SAME	Map 125, Parcel 139
1600 Linden Avenue		MAP 127 PARCEL 62
Nashville, TN 37212		MAP 125 PARCELS 177+177.01+09000

QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., (the "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of transferring their entire interests in the subject parcels of real property, hereby release, remise and quitclaim unto Leann G. Barron, her heirs, successors, and assigns, all right, title and interest of the Grantors in and to certain tracts or parcels of land in Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference. The subject realty is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

A new legal description was not prepared for this transaction. The legal descriptions are the same as the previous instruments of record.

Frankie Fletcher, Register
 Robertson County Tennessee
 Rec #: 209337 Instrument #: 243464
 Rec'd: 60.00 Recorded
 State: 0.00 12/19/2011 at 8:30 AM
 Clerk: 0.00 in Record Book
 Other: 2.00 1443
 Total: 62.00 Pgs 630-641

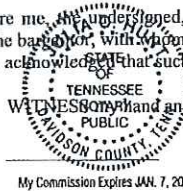
The subject realty is not the usual place of residence of any of the Grantors or Grantee hereunder. The spouse of each Grantor joins in this conveyance for the purpose of conveying any interest in the subject property by virtue of his or her marriage to such Grantor.

WITNESS our hands this 4th day of ^{November}~~October~~, 2011.

Donna G. Nelson
Donna G. Nelson
Russell L. Nelson
Russell L. Nelson
Leann G. Barron
Leann G. Barron
Jay Barron
Jay Barron
Don M. Grubbs, Jr.
Don M. Grubbs, Jr.
Carol Grubbs
Carol Grubbs

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donna G. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.



WITNESS my hand and seal, at office, this 26th day of October, 2011.

My Commission Expires:

Julia C. Hunt
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Russell L. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.



WITNESS my hand and seal, at office, this 28th day of October, 2011.

My Commission Expires:

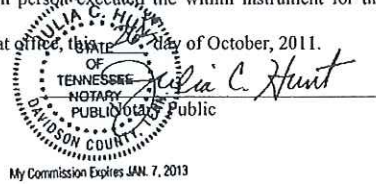
Julia C. Hunt
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Leann G. Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____

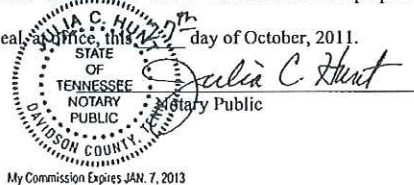


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Jay Barron**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____

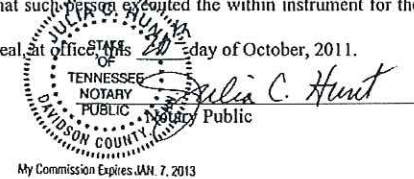


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Don Murry Grubbs, Jr.**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 10th day of October, 2011.

My Commission Expires: _____



STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ **Robertson**)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Carol Grubbs**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 4th day of ~~October~~ **November**, 2011.

My Commission Expires: 12-2-2013

Pam J. Stewart
Notary Public

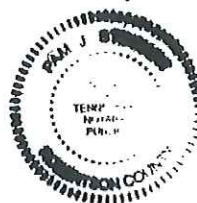


EXHIBIT A

Legal Descriptions

NOTE:

INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HERewith.

Kelly Willis Rd., Map 125, parcel 139, 13.19 acres (Millersville egg farm)

A tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, more particularly described as follows:

BEGINNING at the northwest corner of subject tract, a fence post in the line of the tract conveyed or to be conveyed to Joe Charles Harris, et ux by Vallie Katherine Williams, running thence South 3 deg. 30' West 537 feet, with fence line, to a point in the margin of Bethel to Greenbrier road, thence, with the northerly margin of said road, South 86 deg. East 1223.5 feet; thence with the margin of said road, South 77 deg. 45' East 300 feet; thence continuing with the northerly margin of said road, South 87 deg. 30' East 572 feet to a point, the beginning of a curve; thence around said curve in the road to the left, 25 feet to a point in the westerly margin of the Gideon Road, thence, with the westerly margin of Gideon Road, North 8 deg. 15' West 223 feet to a stake, thence, continuing with the westerly margin of said Gideon road North 400 feet to a stake in the margin of said road, said stake being southeast corner of the said Harris' tract heretofore referred to; thence North 89 deg. 18' West 927 feet, with said Harris, to the beginning containing 13.19 acres, more or less, including the road frontage to the center line of said roads to comply with description in deeds in said calculations.

Said premises is subject to easement of record in Land Mortgage Book 34, page 449, RORCT.

The above described property is part of the properties conveyed to Joyce Lovelace Grubbs from Joyce Lovelace Grubbs, Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., co-trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, by Marital Share Quitclaim Deed of record in Book 638, pages 58-65, Register's Office for Robertson County, Tennessee.

Don M. Grubbs, Sr., also known as Don Murry Grubbs, Sr., died on February 18, 1999.

Joyce L. Grubbs and Joyce Lovelace Grubbs are one and the same person.

Being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Grubbs Family, LLC, a Tennessee limited liability company, of record in Book 1442, Page 718, Register's Office for Robertson County, Tennessee.

Map 127/Parcel 62
Map 125/Parcels 177 & 177.01 & 09000

The below described property is that property described on the above Tax Map and Parcel Number. There is a deed from Don M. Grubbs et ux to Joyce L. Grubbs, Trustee, at Deed Book 340, page 75, said Register's Office, which is believed attempted to describe accurately the subject property certain additions, corrections, or notations are included herein to that prior deed in an effort to compile an accurate legal description.

Parcel 1:

BEGINNING at a point in the center of the Eldorado and Bethel Church Road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line; runs thence with said Morris' line south 89 degrees west 22.1 poles to a stone; thence south 1½ degrees east 21.1 poles to a point in the center of Bethel Church Road; thence with said Bethel Church road as follows; south 78 degrees east 15.6 poles; north 37 degrees east 11 poles; north 2 degrees east 15 poles to the beginning, containing 2.94 acres, more or less, as surveyed by J.R. Scott, County Surveyor of said County, on April 5, 1937. The above described property was conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones et al at Deed Book 91, page 477, said Register's Office. See the derivation for Tract No. 1 at Deed Book 340, page 75, for further derivations.

Exclusion No. 1:

BEGINNING at a concrete monument in the westerly margin of Eldorada Springs Road and being the most northeasterly corner of herein described tract, and the most southeasterly corner of Ollie Swift property (DB 187, pg 435, RORCT); thence S 01 deg. 51 min. 06 sec. W. 107.27 feet to a set iron pin; thence with a curve to the right (I=20°32'42", L=90.08', R=251.22') 90.08' to a set iron pin; thence now leaving the margin of said road with the line of Williams N 85 deg. 58 min. 3 sec. W 180.04 feet to a set iron pin said pin and line being agreed on by all adjoining property owners (Don Grubbs, Ollie Swift, and Todd Williams on 5/19-93); thence N 01 deg. 34 min. 38 sec. W 194.64 feet to a set iron pin; thence S 86 deg. 14 min. 06 sec. E. 214.30 feet to the point beginning, containing 0.91 acres, more or less according to a survey dated 5/11/93, by Tommy E. Walker, Tennessee License No. 1465. This is the property conveyed unto Trustees and Deacons of the Bethel Baptist Church by deed of record in Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorada Springs and Bethel Church road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line, being the northeast corner of a tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and others on April 6, 1937, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 91, at Page No. 477; thence with said Morris' line south 89 deg. West 21.1 poles to a stone; thence south 1½ deg. East 3 poles to a point in the west line of said tract of land conveyed to Mrs. Avis C. Grubbs by Nannie D. Jones and other hereinbefore referred to; thence in an easterly direction about 21.1 poles to a point in the center of said Eldorada Springs and Bethel Church Road; thence north 2 deg. East with the center of said road 4 poles and 12 feet to the beginning, being the northerly portion of the tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and other hereinbefore mentioned. This being the property conveyed to David Hassell Jones et ux by Mrs. Avis C. Grubbs of record at Deed Book 93, page 190, said Register's Office.

Exclusion No. 3:

BEGINNING in the center of the Bethel-Hygeia Road, the N.E. corner of this tract and the S.E. corner of Avis Grubbs; thence in a northwesterly direction 9 poles and 8 feet to a stone; thence in a southwesterly direction about 8 poles and 9 feet to a stone; thence in a southerly direction about 5 poles to the center of the Bethel-Hygeia Road; thence following the center of said road, about 20 poles and 14 feet to the beginning, containing about one-half acre of land, being the southern portion of a tract of 2.96 acres sold and by deed conveyed to the undersigned Avis Grubbs by Nannie B. Jones about 1938, said deed being of record in the office of the Register for Robertson County, Tennessee, the land herein conveyed lying about 4½ miles east of Greenbrier, and being the same property conveyed to Samuel C. Mayes by deed from Avis Grubbs of record at Deed Book 97, page 304, said Register's Office.

Of the above three (3) exclusions from the 2.94 acre tract, exclusion No. 1 is designated in that Quitclaim Deed referenced at Deed Book 340, page 75. Exclusions 2 and 3 were not excluded in the prior deed from the 2.94 acre tract, should have been, and had been conveyed by Avis Grubbs, the mother of Don M. Grubbs, before his inheritance. In addition, the property in said deed conveyed to the Bethel Baptist Church, containing 1 .953 acres is not an exclusion from the 2.94 acre tract, but should be excluded from the 9 acre tract described below.

Parcel No. 2

BEGINNING at a point in the center of the Eldorada road, corner to Mrs. N.B. Jones, said beginning point being the southeast corner of a tract of land of 17.9 acres sold by deed conveyed to H.H. Morris and wife, Ruth Morris, by D.A. Jones and wife, Mrs. N.B. Jones, on March 24, 1937, which said deed is of record in the office of the Register's Office for Robertson County, Tennessee, in Deed Book 88, Page 54 to which reference is here made; thence south 89 deg. West about 48 poles running just north of a rail fence to the southeast corner of a 4 1/4 acre tract sold by deed conveyed by H.H. Morris and wife, Ruth Morris, to M.L. Webb and wife, Jetta Webb, on February 20, 1946, which said deed is of record in the office of the Register for Robertson County, Tennessee in Deed Book 101, page 100 to which reference is here made; thence north 4 deg. East with the east line of said 4 1/4 acre tract 31 poles to a stone, the northeast corner of said 4 1/4 acre tract and also the southeast corner of a tract of land sold and by deed conveyed to M.L. Webb and wife, Jetta Webb, by H.H. Harris and wife, Ruth Morris, on March 26, 1945, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book 99, page 119 to which reference is here made; thence south 86 deg. east with a north line of the said 17.9 acre tract above referred to 47 poles to a point in the center of Eldorado road, and a corner in J.S. Webb's line and a corner of said 17.9 acre tract; thence south 2 deg. west with said Eldorado road, 27.1 poles to the beginning, containing 9 acres more or less. This is the same property conveyed to Mrs. Avis Grubbs by H.H. Morris et ux at Deed Book 103, page 29, said Register's Office. Also, this is Tract 2 of the property conveyed at Deed Book 340, page 75, said Register's Office.

Exclusion No. 1:

BEGINNING at an iron rod on the northern margin of Bethel Road said point being the southeast corner of the property of the Trustees and Deacons of the Bethel Baptist Church and being the southwest corner of this tract; thence leaving said road margin with the line of the Church, N. 04 degrees 30' 00" E. 848.42 feet to an iron rod at the Church northeast property corner; thence leaving Church line with a new line, S. 85 degrees 30' 00" E. 100 feet to a

concrete monument; thence continuing with a new line S. 04 degrees 30' 00" W. 855.43 feet to a concrete monument on the northern margin of Bethel Road, passing through a reference concrete monument at 455.43 feet; thence with the northern margin of Bethel Road and a concaved curve, delta of 08 degrees 05' 55", radius of 709.82 feet, length of 100.33 feet, chord bearing of N. 81 degrees 29' 23" W. 100.24 feet to the point of beginning; containing 1.953 acres, more or less; as per survey by: R.L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, TN 37072, dated July 15, 1994. Being the same property as that conveyed to the Deacons of the Bethel Baptist Church at Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorado Road, Ollie Swift's northeast corner and the southeast corner of this land, thence with the center of said road North 00 deg. 30' E. 150 feet to a point, a corner to Mrs. Avis Grubbs; thence with the line of Mrs. Grubbs as follows: North 89 deg. 00' W. 225 feet to a concrete marker; South 00 deg. 30' W. 150 feet to a concrete marker, a corner to said Mrs. Grubbs in the line of aforesaid Swift; thence with the line of said Swift South 89 deg. 00' E. 225 feet to the beginning, containing 0.77 acre, more or less, as surveyed by John R. Alley, County Surveyor of Robertson County, Tennessee, on May 12, 1966, and being a portion of the property conveyed to H.H. Morris and wife, Ruth Morris, to Avis Grubbs by deed of record in Deed Book 103, at page 29, in the Register's Office for Robertson County, Tennessee. Also from Avis Grubbs et vir, to Ollie S. Swift et ux of record at Deed Book 138, page 337, said Register's Office.

Parcel No. 3

BEGINNING in the center of the Ridgetop and Eldorado Springs Road, a corner to Herman Morris, and running thence north 87 degrees west 47 poles to a stone, a corner in said Herman Morris' line; thence north 3½ degrees east 65 poles to a stone, a corner to M. L. Webb in Clement Crawford's line; thence south 87 degrees east 39 poles to a point in the Ridgetop and Eldorado Springs Road, a corner to Clement Crawford; thence with said road as follows: South 10 degrees east 16 poles; south 4 degrees east 8 poles; south 2 degrees east 20 poles; south 2 degrees west 22 poles to the beginning, containing 18.1 acres, more or less. This is the same property conveyed to Mrs. Avis Grubbs by Gerald E. Jones et ux, at Deed Book 97, page 287. Being also the property conveyed as Tract #3 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77, said Register's Office. This is also the same property described as Tract No. 5 in this prior deed, the said Tract No. 5 describing a tax deed from the State of Tennessee which was received by Grubbs in 1961 after the Grubbs prior purchase of the property from Jones in 1944, said tax deed clearing the title to the property regarding back taxes of Jones.

Exclusion No. 1:

BEGINNING at a point in the center of the Bethel and Eldorado Road, in line with a 4 X 4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block in all 385 feet to the beginning. This is the same property conveyed by Avis Grubbs et vir, to H.H. Minchey et ux at Deed Book 136, page 58, said Register's Office. Said

prior deed recites that this is a portion of the Clement Crawford property conveyed to Grubbs at Deed Book 100, page 75. Actually, said property may not contain any of the Crawford property, but substantially is a portion of the above 18.1 acre Gerald Jones property.

Parcel No. 4

BEGINNING at a point in the Bethel Road, corner to Melvin Grubbs and H.L. Shannon, thence north 88 degrees west 60.8 poles to a poplar tree, corner to Fate Webb in Lloyd Sloan's line; thence north ½ degrees west 27.3 poles to a stone, corner to H.L. Shannon in Sloan's line; thence south 88 degrees east 62 poles to a point in road, corner to said Shannon; thence with the road south 3 degrees west 27.3 poles to the beginning, containing 10.5 acres. Being the same property conveyed to Mrs. Avis Grubbs by Clement Crawford at Deed Book 100, page 73, said Register's Office, and also being the same as Tract #4 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77.

Exclusion No. 1:

BEGINNING at a concrete monument (old) in the westerly margin, 25 feet from the centerline of South Mt. Pleasant Road, the most southeast corner of this tract, and being a corner to Helen Wix (deed book 326, page 806); thence, leaving said road and with the line of said Wix, N. 89 deg. 36 min. 09 sec. W 286.73 feet to an iron pin (new) in the line of said Wix; thence, with a new line, N. 00 deg. 23 min. 51 sec. 406.48 feet to an iron pin (new); thence, S 82 deg. 56 min. 09 sec. E. 63.31 feet to a concrete monument (old), a corner of Elizabeth L. Byrne Fisher (deed book 173, page 371); thence, with the line of said Fisher, S. 82 deg. 42 min. 59 each. E. 56.37 feet to a point in the line of said Fisher, a corner to George Newcomb; thence, with said Newcomb, S 02 deg. 59 min. 48 sec. E. 109.42 feet to an iron pin (old); thence, continuing with said Newcomb, S. 81 deg. 00 min. 28 sec. E. 77.71 feet to a corner post in the line of said Newcomb, a corner to Oscar Torkelson (deed book 274, page 1073), thence, with said Torkelson, S.06 degrees 13 min. 21 sec. W. 104.56 feet to an iron pin (new); thence continuing with said Torkelson, S. 82 deg. 58 min. 55 sec. E. 113.63 feet to an iron pin (new) in the westerly margin of said South Mt. Pleasant Road; thence, with said road, S. 06 deg. 56 min. 00 sec. W. 155.42 feet to the beginning, containing 1.96 acres, more or less, as per survey of Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated July 25, 1994. Being the property conveyed to Charles Seay Crawford et ux, by Don Grubs at Deed Book 333, page 63, said Register's Office.

Exclusion No. 2:

BEGINNING on a stake located 100 feet as measured south along the west margin of Bethel Road, this measurement being made from the northeast corner of a 10.5 acre tract of land conveyed to Avis Grubbs as hereinafter set forth, and out of which 10.5 acre tract this lot is a portion thereof, and from the point of beginning runs thence with the west margin of said road South 3 deg. W. 100 feet to a stake; thence North 88 deg. W. 100 feet to a stake; thence North 3 deg. E. 100 feet to a stake; thence South 88 deg. E. 100 feet to a stake and the point of beginning, and being the same property conveyed to Hoyte Phillips and wife, Norma Phillips by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 150, page 214, said Register's Office.

Exclusion No. 3:

BEGINNING at a four inch square concrete marker reinforced with steel driven in the ground, said beginning point being in the west margin or line of the Bethel Road and being approximately fourteen feet south 3 deg. West from the northeast corner of a tract of land sold and by deed conveyed to Avis Grubbs by Clement Crawford on June 28, 1945, said deed being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 100 at page 73 to which reference is here made; thence north 88 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 3 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 88 deg. East 100 feet to a four inch square concrete marker reinforced with steel driven in the ground, in the west margin or line of the Bethel Road; thence north 3 deg. East with the west margin or line of the Bethel Road to the point of beginning. Being the same property conveyed to George William Newcomb and wife, Mary Louise Newcomb by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 137, page 256, said Register's Office.

Exclusion No.4:

BEGINNING at an iron pin, the northwest corner of a tract of land which belongs to George W. Newcomb, having a deed reference in Deed Book 137, page 256, Register's Office for Robertson County, Tennessee, the northeast corner of this tract and continuing as follows; with a new line, N 83 deg. 26 min. 02" W. 129.15 feet to an iron pin; thence continuing with a new line, S 4 deg. 50 min. 00" E. 100.15 feet to an iron pin; thence continuing with a new line, S 82 deg. 50 min. 40" E. 105.70 feet to a concrete monument, the northwest corner of a tract of land which belongs to Fentress M. Myers, having a deed reference in Deed Book 183, page 410, Register's Office for Robertson County, Tennessee, and the southwest corner of said tract of land which belongs to George Newcomb; thence with the line of George W. Newcomb, N 8 deg. 40 min. 45" E. 99.33 feet to the point of beginning, containing 11,587 square feet as surveyed by Kessinger & Associates, dated February 4, 1981. Being the same property that was conveyed from Avis Grubbs to George Newcomb and wife, Louise Newcomb of record at Deed Book 252, page 190.

Parcel No. 5

BEGINNING at a stone in the Bethel Road, the southeast corner of the Bethel Church property and runs thence in an easterly direction with the Bethel-Hygeia road 34 rods and 5 feet to a point in Avis Grubbs' line; thence in a northerly direction with said Grubbs' line 20 rods and 8 feet to a stone in H.H. Morris' line; thence in a westerly direction with the said Morris line 34 rods and 12 feet to a stone; thence in a southerly direction with the line of Bethel Church property 14 rods and 9 feet to the beginning, containing 3 1/2 acres, more or less, and being the same property as that conveyed to Mrs. Avis Grubs by deed from D.A. Jones and wife, Mrs. Nannie Belle Jones of record at Deed Book 93, page 259, said Register's Office.

Tax Map 125/Part of Parcel 177 (1.88 acres)

Beginning at an iron bar monument (new), in the northerly margin Bethel Road, the southwest corner of a tract of land which belongs to Judson Todd Williams, having a deed reference in Deed Book 319, Page 777, RORCT, the southeast corner of this tract, and continuing with the northerly margin of Bethel Road, as follows:

N 67°21'43" W, 135.87 feet to an iron pin (new);

thence with a curve to the left, having a radius of 3152.28 feet, an arc distance of 57.88 feet, and a chord bearing and distance of N 67°53'16" W, 57.88 feet to iron pin (new);

thence, N 68°24'50" W, 50.62 feet to an iron bar monument (new), in the northerly margin of Bethel Road;

thence with a new line as follows:

N 21°35'10" E, 214.62 feet to an iron bar monument (new);

thence, S 76°59'56" E, 167.06 feet to an iron bar monument (new);

thence, N 12°36'34" E, 61.46 feet to an iron bar monument (new);

thence, S 80°32'22" E, 45.83 feet to a concrete monument (old), the northwest corner of a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 187, Page 435, RORCT;

thence, S 06°19'17" W, 49.96 feet to a concrete monument (old), the southwest corner of said tract of land which belongs to Ollie Swift;

thence, S 75°25'19" E, 115.81 feet to an iron bar monument (new), a common corner of said tract of land which belongs to Ollie Swift, and a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 319, Page 777, RORCT;

thence, S 09°14'54" W, 194.64 feet to an iron bar monument (new), a common corner of said second mentioned tract of land which belongs to Ollie Swift, and said tract of land which belongs to Judson Todd Williams;

thence, N 82°42'00" W, 137.00 feet to an iron bar monument (new), the northwest corner of said tract of land which belongs to Judson Todd Williams;

thence, S 14°18'00" W, 55.34 feet, to the point of beginning, containing 1.88 Acres, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated March 14, 2011.

All of the above property being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., Trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, of record in Book 1442, Page 732, Register's Office for Robertson County, Tennessee.

NOTE:

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A,
BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS
CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G.
NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR
ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED
CONCURRENTLY HEREWITH.**

Attachment 2

ORDINANCE 96-293

AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE.

BE IT ORDAINED BY THE Board of Commissioners of the City of Millersville, Tennessee:

Section 1. Pursuant to authority conferred by Section 6-51-102, T.C.A., there is hereby annexed to the City of Millersville, Tennessee and incorporated within the corporate boundaries the following described territory:

Beginning at the point where the westerly right of way line of Mt. Pleasant Road meets the northerly right of way line of Bethel Road, as shown on Map No. 127, Robertson County, Tennessee, prepared by Tobin Rountrey, Inc., revised November 1995; thence, following the northerly right of way line of Bethel Road in a westerly direction to the point where said line intersects the southerly line of Parcel No. 57, as shown on Map No. 127; thence, following the southerly lines of Parcel Nos. 57, 81, 82, and 83, as shown on Map No. 127, in a westerly direction to the westerly line of Parcel No. 83; thence, following the westerly lines of parcel Nos. 83 and 80, as shown on Map No. 127, in a northerly direction to the southerly line of the aforesaid Parcel No. 57; thence, following the southerly lines of Parcel Nos. 57, 57.01, 51, 51.06, 51.03, 51.04, 51.02, 54.01, and 54, as shown on Map No. 127, in a westerly direction and continuing in a straight line to the easterly line of Parcel No. 48, as shown on Map No. 127; thence, following the easterly line of Parcel Nos. 48, 95, and 48.02, as shown on Map No. 127, in a southerly direction to the southerly line of Parcel No. 48.02; thence, following the southerly line of Parcel No. 48.02 in a westerly direction to the westerly line of Parcel Nos. 48.02; thence, following the westerly line of Parcel No. 48.02 in a northerly direction to the southerly line of Parcel No. 86.01, as shown on Map No. 127; thence, following the southerly line of Parcel No. 86.01 in a westerly direction to the westerly line of Parcel No. 86.01; thence, following the westerly line of Parcel No. 86.01 in a northerly direction to the northwesterly corner of Parcel No. 86.01; thence, in a straight line to the southwest corner of Parcel No. 47, as shown on Map No. 127; thence, following the westerly line of Parcel No. 47 in a northerly direction to the northerly line of Parcel No. 47; thence, following the northerly lines of Parcel Nos. 47 and 48.01 as shown on Map No. 127, in an easterly direction to the northeasterly corner of Parcel No. 48.01; thence, in a straight line to the northwesterly corner of Parcel No. 49, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 49 to the easterly line of Parcel No. 49; thence, in a southerly direction along the easterly lines of Parcel Nos. 49, 50 and 51.01 to the northerly line of Parcel No. 51.03, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel 51.03 to the easterly line of Parcel No. 51.03; thence, in a southerly direction along the easterly line of Parcel No. 51.03 to the northerly line of Parcel No. 51.06; thence, in an easterly direction along the northerly lines of Parcel Nos. 51.06 and 51 to the westerly line of Parcel No. 57; thence, following the westerly line of Parcel No. 57 in a northerly direction to the northerly line of

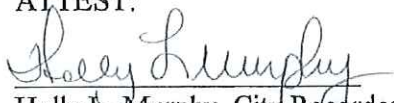
Parcel No. 57; thence, following the northerly line of Parcel No. 57 in an easterly and clockwise direction to the northerly line of Parcel No. 58.01, as shown on Map 127; thence, following the northerly lines of Parcel Nos. 58.01 and 58.02 in an easterly direction to the easterly line of Parcel No. 58.01; thence, in a straight line to the point where the easterly right of way line of Williams Road intersects the southerly line of Parcel No. 23.07, as shown on Map 127; thence, in a southerly direction along the easterly right of way line of Williams Road to the northerly line of Parcel No. 22.08, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel Nos. 22.08, 22.11, 22.12, 22.03 to the westerly line of E.C. Cavanah Subdivision, as shown on Map 127; thence, in a northerly direction along the westerly line of E.C. Cavanah Subdivision to the northerly line of said subdivision; thence, following the northerly line of said subdivision in an easterly direction to the easterly line of Parcel No. 59.01, as shown on Map 127; thence, in a straight line to the southerly line of Parcel No. 60, as shown on Map No. 127; thence, in a northerly direction along the westerly line of Parcel No. 60 to the northerly line of Parcel No. 60; thence, in an easterly direction along the northerly line of Parcel No. 60 to the easterly line of Parcel No. 60; thence, in a southerly direction along the easterly line of Parcel No. 60 to the southerly line of Parcel No. 62; thence, following the southerly line of Parcel No. 62 in an easterly direction to the westerly right of way of Mt. Pleasant Road; thence, in a southerly direction along the westerly right of way of Mt. Pleasant Road to the northerly line of Parcel No. 73; thence, following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning.

Section 2: This ordinance shall take effect on the earliest date allowed by law.


Passed First Reading 8/13/96

Passed Second Reading 8/27/96

ATTEST:


Holly L. Murphy, City Recorder

Board of Commissioners

By: 
Robert E. Mobley, Mayor

Attachment 3

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Mayor - Robert E. Mobley
Vice Mayor - David McCoy
City Manager - Eric Brangenberg

Commissioner Ray Crunk
Commissioner Ray Hall
Commissioner D. J. O'Donnell

Robertson County Assessor's Office
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Sir/Madam,

I am writing this to clarify some questions which you have brought to my attention. The questions involve the intent of the Millersville Board of Commissioners with regard to two of our annexation ordinances. Hopefully, the following will clarify any questions you may have:

Although the revision of Map 127, Robertson County used to write up Ordinance 96-293 indicates November 1995, the person writing up the ordinance was evidently looking at a revision dated earlier, because of some changes which have taken place. Bethel Baptist Church approached the City of Millersville requesting annexation of all their property in order to provide them with sewer service. That was the intent of the Board and it was thought that the eastern line of parcel #60 was the eastern line of their property. Since it has been brought to my attention that they have purchased another tract, identified as parcel # 75.01, I have researched the intent and determined that the following verbage would have accomplished the intent of the Board. Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning."

On Ordinance 96-292, the line on the map provided to your office was inadvertently drawn on the southern boundary of Map 128, Parcel No. 71, because of the

Parcel being on the edge of the map, divided between Map 128 and 127. The intent of the Board was to annex the area specified in the verbage of the Ordinance, including Parcel No. 71. The Board had been asked to annex the property around Bethel Baptist Church, Highland Rim Speedway and others and the intent was to annex all property connecting to Bethel Road on the northside of the road from the existing City Limits to the property which had requested to be annexed.

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

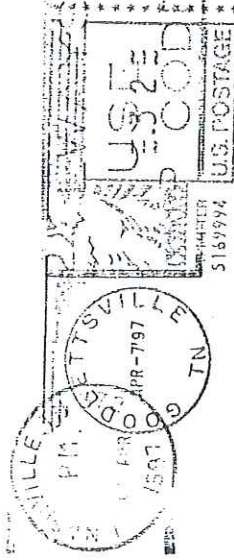
Sincerely,

A handwritten signature in cursive script that reads "Michael D. Gorham".

Michael D. Gorham
City Manager

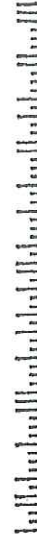
City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Tax Assessor
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagedorn
Springfield, Tennessee 37172

37172-2341 05



City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

February 26, 1999

Robertson County Assessor's Office
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Lynn,

In my letter of April 1997, I made clerical changes to the language of Ordinance 96-293 to provide closure to the map which was provided to your office. It was my intent at that time and the intent of the Board when the annexation ordinance passed to exclude property which did not front on Bethel Road or had not requested to be annexed. Mr. Ollie Swift's property, Map 127, Parcel 73.01 was not intended to be included in that annexation. I have drafted another clerical change to the ordinance which I hope will resolve this issue. If there is any problem with this wording, please let me know.

Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the western edge of Parcel No. 73.01, thence, in a southerly direction to the northern line of Parcel 72 thence, following northern line of Parcel 72 to the westerly right of way line of S. Mt. Pleasant Road in a southerly direction to the point of beginning."

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,

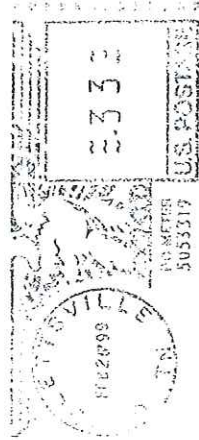


Michael D. Gorham
City Manager

cc: Mr. Ollie Swift, 2137 S. Mt. Pleasant Rd, Greenbrier, Tennessee 37073

City of Millersville

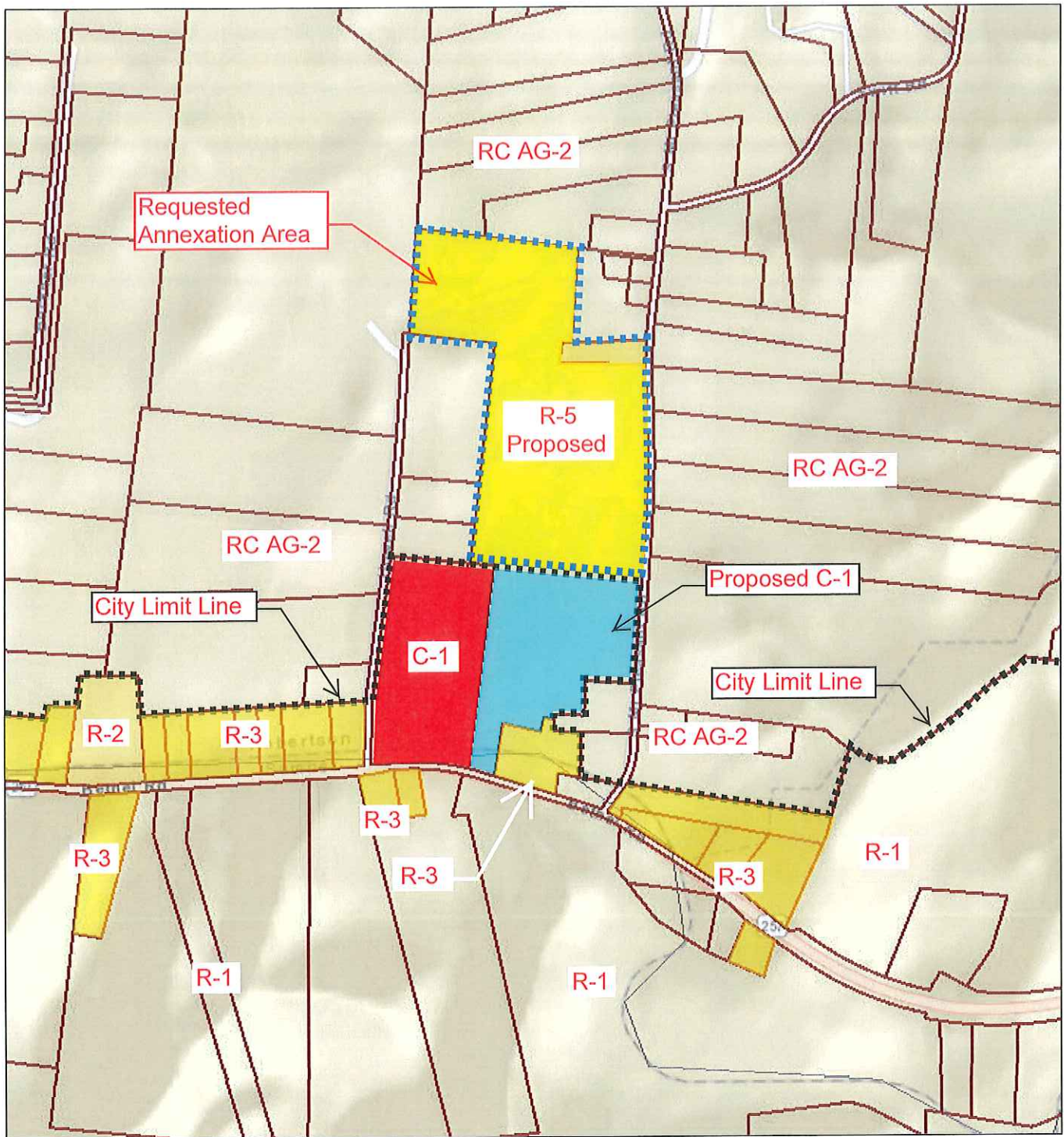
1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Assessors office
521 S. Brown Street
Attn: Lynn Stage Wood
Springfield, TN 37172

37172+2341

Robertson County - Parcel: 125 177.00 (Portion)



TN Comptroller - OLG
State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



Ord 18-706

City of Millersville Development Services

Summary & Recommendation

Date: October 16, 2018

Reviewer: Michael Barr, Development Services Director

Subject: Assign Zoning Designations to a portion of the parcel known as RC Map 125 Parcel 177.00 and the parcel known as RC Map 125 Parcel 085.00

Background: The subject parcels' owners are requesting to annex their properties into the City of Millersville. With the properties owners' agreement, zoning designations must be approved within 60 days of annexation.

The Robertson County portion of RC Map 125 Parcel 177.00 is currently zoned R-30 and RC Map 125 Parcel 085.00 is currently zoned AG-2.

The owner of the portion of Parcel 177.00 proposed for annexation is requesting a zoning designation of Residential R-5. The other portion of Parcel 177.00 (located within the city limits of Millersville) is proposed to be rezoned from Residential R-1 to Commercial C-1. Both portions of this parcel's zoning designations align with the City's proposed Future Land Use Map and vision for this area of the City.

The owner of Parcel 085.00 is also requesting a zoning designation of Residential R-5.

Attachments: Area map with zoning designations

Public Notice Sign Posted: yes

Recommendation: Approval by the City Commission to assign a Residential R-5 zoning designation for a portion of RC Map 125 Parcel 177.00 and all of Parcel 085.00.

Conditions, if any: None.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-706

AN ORDINANCE TO ASSIGN RESIDENTIAL R-5 ZONING DESIGNATION ON TERRITORY ANNEXED INTO THE MILLERSVILLE CITY LIMITS, IDENTIFIED AS A PORTION OF ROBERTSON COUNTY MAP 125, PARCEL 177.00 AND PARCEL 085.00

WHEREAS, a parcel of land, identified as a 26.0 acre +/- portion of Robertson County Map 125, Parcel 177.00, is currently zoned Robertson County R-30; and

WHEREAS, a parcel of land, identified as Robertson County Map 125, Parcel 085.00, is currently zoned Robertson County AG-2; and

WHEREAS, this territory was annexed by owners' consent into the city limits of Millersville by Resolution 18-R-05B on October 16, 2018; and

WHEREAS, the owners of these parcels request the City to assign Residential R-5 zoning to these parcels or portion thereof; and

WHEREAS, it is in the City of Millersville's best interest to assign this zoning designation to these particular parcels to allow for the highest and best use; and

WHEREAS, the Planning Commission voted unanimously to recommend the zoning designation of these parcels to Residential R-5 on September 11, 2018.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee, that:

SECTION 1. The parcels within the City of Millersville, Tennessee specifically identified as a portion of Robertson County Map 125, Parcel 177.00 and Robertson County Map 125, Parcel 085.00 are hereby assigned the zoning designation of Residential R-5. (Legal Description attached hereto as part of the Ordinance.)

SECTION 2. This Ordinance shall become effective immediately upon 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: _____
Robert G. Wheeler, Jr., City Attorney

Description for a portion of the property located on South Mount Pleasant Road (RC Map 125 Parcel 177.00) as recorded in Robertson County Record Book 1443 Pages 630-641

A 26.0 acre +/- portion of land transferred unto Leann G. Barron by Quitclaim Deed, recorded in Robertson County Record Book 1443 Pages 630-641 (Attachment 1) and located outside of the municipal limits of the City of Millersville. This portion of the parcel is the remaining portion after the annexation by the City of Millersville by Ordinance 96-293 (Attachment 2) of which its legal description was corrected by two (2) letters to the Robertson County Assessor's Office from the City of Millersville, postmarked April 7, 1997 and dated & postmarked February 26, 1999 (Attachment 3). This portion of land being a part of the same property identified as Robertson County Map 125 Parcel 177.00.

Attachment 1

<p>THIS DOCUMENT PREPARED BY:</p> <p>JEFFREY MOBLEY Howard & Mobley, PLLC 2319 Crestmoor Road Nashville, Tennessee 37215 (615) 627-4444</p>	<p>STATE OF TENNESSEE) COUNTY OF DAVIDSON)</p> <p>The actual consideration for this transfer is \$-NONE-.</p> <p><i>Leann G. Barron</i> Leann G. Barron, Affiant Subscribed and sworn to before me, on the 26th day of October, 2011.</p> <p>My Commission Expires JAN. 7, 2013</p>
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Address of new owner:

Send Tax Bills to: Map-Parcel Numbers:

Leann G. Barron
 1600 Linden Avenue
 Nashville, TN 37212

SAME

Map 125, Parcel 139

MAP 127 | PARCEL 62

MAP 125 | PARCELS 177+177.01+09000

QUITCLAIM DEED

KNOW ALL PERSONS by these presents that Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., (the "Grantors"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of transferring their entire interests in the subject parcels of real property, hereby release, remise and quitclaim unto Leann G. Barron, her heirs, successors, and assigns, all right, title and interest of the Grantors in and to certain tracts or parcels of land in Tennessee, being more particularly described on Exhibit A attached hereto and incorporated herein by reference. The subject realty is quitclaimed subject to such limitations, restrictions and encumbrances as may affect the premises.

A new legal description was not prepared for this transaction. The legal descriptions are the same as the previous instruments of record.

1

Frankie Fletcher, Register
 Robertson County Tennessee
 Rec #: 209337 Instrument #: 243464
 Rec'd: 60.00 Recorded
 State: 0.00 12/19/2011 at 8:30 AM
 Clerk: 0.00 in Record Book
 Other: 2.00 1443
 Total: 62.00 Pgs 630-641

The subject realty is not the usual place of residence of any of the Grantors or Grantee hereunder. The spouse of each Grantor joins in this conveyance for the purpose of conveying any interest in the subject property by virtue of his or her marriage to such Grantor.


WITNESS our hands this 4th day of ^{November}~~October~~, 2011.

Donna G. Nelson
Donna G. Nelson
Russell L. Nelson
Russell L. Nelson
Leann G. Barron
Leann G. Barron
Jay Barron
Jay Barron
Don M. Grubbs, Jr.
Don M. Grubbs, Jr.
Carol Grubbs
Carol Grubbs

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Donna G. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.


My Commission Expires:

 WITNESS my hand and seal, at office, this 26th day of October, 2011.
Julia C. Hunt
Notary Public
My Commission Expires JAN. 7, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Russell L. Nelson, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

My Commission Expires:

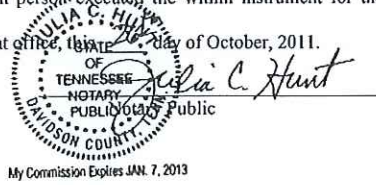
 WITNESS my hand and seal, at office, this 28th day of October, 2011.
Julia C. Hunt
Notary Public
My Commission Expires JAN. 7, 2013

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Leann G. Barron, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 18th day of October, 2011.

My Commission Expires: _____

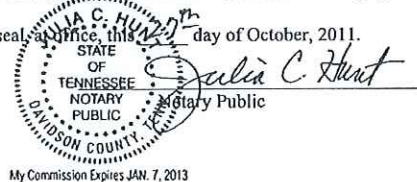


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jay Barron, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 18th day of October, 2011.

My Commission Expires: _____

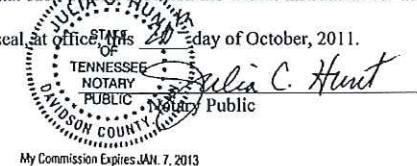


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Don Murry Grubbs, Jr., the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 18th day of October, 2011.

My Commission Expires: _____



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Carol Grubbs, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 4th day of ^{November} ~~October~~, 2011.

My Commission Expires: 12-2-2013

Pam J. Stewart
Notary Public

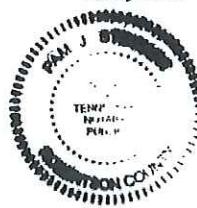


EXHIBIT A

Legal Descriptions

NOTE:

INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A, BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G. NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED CONCURRENTLY HERewith.

Kelly Willis Rd., Map 125, parcel 139, 13.19 acres (Millersville egg farm)

A tract or parcel of land in the 12th Civil District of Robertson County, Tennessee, more particularly described as follows:

BEGINNING at the northwest corner of subject tract, a fence post in the line of the tract conveyed or to be conveyed to Joe Charles Harris, et ux by Vallie Katherine Williams, running thence South 3 deg. 30' West 537 feet, with fence line, to a point in the margin of Bethel to Greenbrier road, thence, with the northerly margin of said road, South 86 deg. East 1223.5 feet; thence with the margin of said road, South 77 deg. 45' East 300 feet; thence continuing with the northerly margin of said road, South 87 deg. 30' East 572 feet to a point, the beginning of a curve; thence around said curve in the road to the left, 25 feet to a point in the westerly margin of the Gideon Road, thence, with the westerly margin of Gideon Road, North 8 deg. 15' West 223 feet to a stake, thence, continuing with the westerly margin of said Gideon road North 400 feet to a stake in the margin of said road, said stake being southeast corner of the said Harris' tract heretofore referred to; thence North 89 deg. 18' West 927 feet, with said Harris, to the beginning containing 13.19 acres, more or less, including the road frontage to the center line of said roads to comply with description in deeds in said calculations.

Said premises is subject to easement of record in Land Mortgage Book 34, page 449, RORCT.

The above described property is part of the properties conveyed to Joyce Lovelace Grubbs from Joyce Lovelace Grubbs, Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., co-trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, by Marital Share Quitclaim Deed of record in Book 638, pages 58-65, Register's Office for Robertson County, Tennessee.

Don M. Grubbs, Sr., also known as Don Murry Grubbs, Sr., died on February 18, 1999.

Joyce L. Grubbs and Joyce Lovelace Grubbs are one and the same person.

Being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Grubbs Family, LLC, a Tennessee limited liability company, of record in Book 1442, Page 718, Register's Office for Robertson County, Tennessee.

Map 127/Parcel 62
Map 125/Parcels 177 & 177.01 & 09000

The below described property is that property described on the above Tax Map and Parcel Number. There is a deed from Don M. Grubbs et ux to Joyce L. Grubbs, Trustee, at Deed Book 340, page 75, said Register's Office, which is believed attempted to describe accurately the subject property certain additions, corrections, or notations are included herein to that prior deed in an effort to compile an accurate legal description.

Parcel 1:

BEGINNING at a point in the center of the Eldorado and Bethel Church Road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line; runs thence with said Morris' line south 89 degrees west 22.1 poles to a stone; thence south 1½ degrees east 21.1 poles to a point in the center of Bethel Church Road; thence with said Bethel Church road as follows; south 78 degrees east 15.6 poles; north 37 degrees east 11 poles; north 2 degrees east 15 poles to the beginning, containing 2.94 acres, more or less, as surveyed by J.R. Scott, County Surveyor of said County, on April 5, 1937. The above described property was conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones et al at Deed Book 91, page 477, said Register's Office. See the derivation for Tract No. 1 at Deed Book 340, page 75, for further derivations.

Exclusion No. 1:

BEGINNING at a concrete monument in the westerly margin of Eldorada Springs Road and being the most northeasterly corner of herein described tract, and the most southeasterly corner of Ollie Swift property (DB 187, pg 435, RORCT); thence S 01 deg. 51 min. 06 sec. W. 107.27 feet to a set iron pin; thence with a curve to the right (I=20°32'42", L=90.08', R=251.22') 90.08' to a set iron pin; thence now leaving the margin of said road with the line of Williams N 85 deg. 58 min. 3 sec. W 180.04 feet to a set iron pin said pin and line being agreed on by all adjoining property owners (Don Grubbs, Ollie Swift, and Todd Williams on 5/19-93); thence N 01 deg. 34 min. 38 sec. W 194.64 feet to a set iron pin; thence S 86 deg. 14 min. 06 sec. E. 214.30 feet to the point beginning, containing 0.91 acres, more or less according to a survey dated 5/11/93, by Tommy E. Walker, Tennessee License No. 1465. This is the property conveyed unto Trustees and Deacons of the Bethel Baptist Church by deed of record in Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorada Springs and Bethel Church road, H.H. Morris' southeast corner in Mrs. Ivy Darks' line, being the northeast corner of a tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and others on April 6, 1937, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 91, at Page No. 477; thence with said Morris' line south 89 deg. West 21.1 poles to a stone; thence south 1½ deg. East 3 poles to a point in the west line of said tract of land conveyed to Mrs. Avis C. Grubbs by Nannie D. Jones and other hereinbefore referred to; thence in an easterly direction about 21.1 poles to a point in the center of said Eldorada Springs and Bethel Church Road; thence north 2 deg. East with the center of said road 4 poles and 12 feet to the beginning, being the northerly portion of the tract of land sold and by deed conveyed to Mrs. Avis C. Grubbs by Nannie B. Jones and other hereinbefore mentioned. This being the property conveyed to David Hassell Jones et ux by Mrs. Avis C. Grubbs of record at Deed Book 93, page 190, said Register's Office.

Exclusion No. 3:

BEGINNING in the center of the Bethel-Hygeia Road, the N.E. corner of this tract and the S.E. corner of Avis Grubbs; thence in a northwesterly direction 9 poles and 8 feet to a stone; thence in a southwesterly direction about 8 poles and 9 feet to a stone; thence in a southerly direction about 5 poles to the center of the Bethel-Hygeia Road; thence following the center of said road, about 20 poles and 14 feet to the beginning, containing about one-half acre of land, being the southern portion of a tract of 2.96 acres sold and by deed conveyed to the undersigned Avis Grubbs by Nannie B. Jones about 1938, said deed being of record in the office of the Register for Robertson County, Tennessee, the land herein conveyed lying about 4½ miles east of Greenbrier, and being the same property conveyed to Samuel C. Mayes by deed from Avis Grubbs of record at Deed Book 97, page 304, said Register's Office.

Of the above three (3) exclusions from the 2.94 acre tract, exclusion No. 1 is designated in that Quitclaim Deed referenced at Deed Book 340, page 75. Exclusions 2 and 3 were not excluded in the prior deed from the 2.94 acre tract, should have been, and had been conveyed by Avis Grubbs, the mother of Don M. Grubbs, before his inheritance. In addition, the property in said deed conveyed to the Bethel Baptist Church, containing 1 .953 acres is not an exclusion from the 2.94 acre tract, but should be excluded from the 9 acre tract described below.

Parcel No. 2

BEGINNING at a point in the center of the Eldorada road, corner to Mrs. N.B. Jones, said beginning point being the southeast corner of a tract of land of 17.9 acres sold by deed conveyed to H.H. Morris and wife, Ruth Morris, by D.A. Jones and wife, Mrs. N.B. Jones, on March 24, 1937, which said deed is of record in the office of the Register's Office for Robertson County, Tennessee, in Deed Book 88, Page 54 to which reference is here made; thence south 89 deg. West about 48 poles running just north of a rail fence to the southeast corner of a 4 1/4 acre tract sold by deed conveyed by H.H. Morris and wife, Ruth Morris, to M.L. Webb and wife, Jetta Webb, on February 20, 1946, which said deed is of record in the office of the Register for Robertson County, Tennessee in Deed Book 101, page 100 to which reference is here made; thence north 4 deg. East with the east line of said 4 1/4 acre tract 31 poles to a stone, the northeast corner of said 4 1/4 acre tract and also the southeast corner of a tract of land sold and by deed conveyed to M.L. Webb and wife, Jetta Webb, by H.H. Harris and wife, Ruth Morris, on March 26, 1945, which said deed is of record in the office of the Register for Robertson County, Tennessee, in Deed Book 99, page 119 to which reference is here made; thence south 86 deg. east with a north line of the said 17.9 acre tract above referred to 47 poles to a point in the center of Eldorado road, and a corner in J.S. Webb's line and a corner of said 17.9 acre tract; thence south 2 deg. west with said Eldorado road, 27.1 poles to the beginning, containing 9 acres more or less. This is the same property conveyed to Mrs. Avis Grubbs by H.H. Morris et ux at Deed Book 103, page 29, said Register's Office. Also, this is Tract 2 of the property conveyed at Deed Book 340, page 75, said Register's Office.

Exclusion No. 1:

BEGINNING at an iron rod on the northern margin of Bethel Road said point being the southeast corner of the property of the Trustees and Deacons of the Bethel Baptist Church and being the southwest corner of this tract; thence leaving said road margin with the line of the Church, N. 04 degrees 30' 00" E. 848.42 feet to an iron rod at the Church northeast property corner; thence leaving Church line with a new line, S. 85 degrees 30' 00" E. 100 feet to a

concrete monument; thence continuing with a new line S. 04 degrees 30' 00" W. 855.43 feet to a concrete monument on the northern margin of Bethel Road, passing through a reference concrete monument at 455.43 feet; thence with the northern margin of Bethel Road and a concaved curve, delta of 08 degrees 05' 55", radius of 709.82 feet, length of 100.33 feet, chord bearing of N. 81 degrees 29' 23" W. 100.24 feet to the point of beginning; containing 1.953 acres, more or less; as per survey by: R.L. Montoya Land Surveying, Inc., 412 Bass Street, Goodlettsville, TN 37072, dated July 15, 1994. Being the same property as that conveyed to the Deacons of the Bethel Baptist Church at Deed Book 331, page 694, said Register's Office.

Exclusion No. 2:

BEGINNING at a point in the center of the Eldorado Road, Ollie Swift's northeast corner and the southeast corner of this land, thence with the center of said road North 00 deg. 30' E. 150 feet to a point, a corner to Mrs. Avis Grubbs; thence with the line of Mrs. Grubbs as follows: North 89 deg. 00' W. 225 feet to a concrete marker; South 00 deg. 30' W. 150 feet to a concrete marker, a corner to said Mrs. Grubbs in the line of aforesaid Swift; thence with the line of said Swift South 89 deg. 00' E. 225 feet to the beginning, containing 0.77 acre, more or less, as surveyed by John R. Alley, County Surveyor of Robertson County, Tennessee, on May 12, 1966, and being a portion of the property conveyed to H.H. Morris and wife, Ruth Morris, to Avis Grubbs by deed of record in Deed Book 103, at page 29, in the Register's Office for Robertson County, Tennessee. Also from Avis Grubbs et vir, to Ollie S. Swift et ux of record at Deed Book 138, page 337, said Register's Office.

Parcel No. 3

BEGINNING in the center of the Ridgetop and Eldorado Springs Road, a corner to Herman Morris, and running thence north 87 degrees west 47 poles to a stone, a corner in said Herman Morris' line; thence north 3½ degrees east 65 poles to a stone, a corner to M. L. Webb in Clement Crawford's line; thence south 87 degrees east 39 poles to a point in the Ridgetop and Eldorado Springs Road, a corner to Clement Crawford; thence with said road as follows: South 10 degrees east 16 poles; south 4 degrees east 8 poles; south 2 degrees east 20 poles; south 2 degrees west 22 poles to the beginning, containing 18.1 acres, more or less. This is the same property conveyed to Mrs. Avis Grubbs by Gerald E. Jones et ux, at Deed Book 97, page 287. Being also the property conveyed as Tract #3 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77, said Register's Office. This is also the same property described as Tract No. 5 in this prior deed, the said Tract No. 5 describing a tax deed from the State of Tennessee which was received by Grubbs in 1961 after the Grubbs prior purchase of the property from Jones in 1944, said tax deed clearing the title to the property regarding back taxes of Jones.

Exclusion No. 1:

BEGINNING at a point in the center of the Bethel and Eldorado Road, in line with a 4 X 4 concrete block set in the bank on the west side of said Road, corner to Avis Grubbs and the southeast corner of this lot, runs thence with the center of said Road northerly 100 feet to a point, corner to Avis Grubbs in line with a stone in the bank on the west side of said road; thence in a westerly direction, passing through said stone, 300 feet to a stone, corner to said Mrs. Grubbs; thence westerly 75 feet to a stone her corner; thence with her line southerly 70 feet to a stone, her corner; thence with her line in an easterly direction and running through the center of said concrete block in all 385 feet to the beginning. This is the same property conveyed by Avis Grubbs et vir, to H.H. Minchey et ux at Deed Book 136, page 58, said Register's Office. Said

prior deed recites that this is a portion of the Clement Crawford property conveyed to Grubbs at Deed Book 100, page 75. Actually, said property may not contain any of the Crawford property, but substantially is a portion of the above 18.1 acre Gerald Jones property.

Parcel No. 4

BEGINNING at a point in the Bethel Road, corner to Melvin Grubbs and H.L. Shannon, thence north 88 degrees west 60.8 poles to a poplar tree, corner to Fate Webb in Lloyd Sloan's line; thence north ½ degrees west 27.3 poles to a stone, corner to H.L. Shannon in Sloan's line; thence south 88 degrees east 62 poles to a point in road, corner to said Shannon; thence with the road south 3 degrees west 27.3 poles to the beginning, containing 10.5 acres. Being the same property conveyed to Mrs. Avis Grubbs by Clement Crawford at Deed Book 100, page 73, said Register's Office, and also being the same as Tract #4 in the deed from Don M. Grubbs to Joyce L. Grubbs, Trustee of record at Deed Book 340, page 77.

Exclusion No. 1:

BEGINNING at a concrete monument (old) in the westerly margin, 25 feet from the centerline of South Mt. Pleasant Road, the most southeast corner of this tract, and being a corner to Helen Wix (deed book 326, page 806); thence, leaving said road and with the line of said Wix, N. 89 deg. 36 min. 09 sec. W 286.73 feet to an iron pin (new) in the line of said Wix; thence, with a new line, N. 00 deg. 23 min. 51 sec. 406.48 feet to an iron pin (new); thence, S 82 deg. 56 min. 09 sec. E. 63.31 feet to a concrete monument (old), a corner of Elizabeth L. Byrne Fisher (deed book 173, page 371); thence, with the line of said Fisher, S. 82 deg. 42 min. 59 each. E. 56.37 feet to a point in the line of said Fisher, a corner to George Newcomb; thence, with said Newcomb, S 02 deg. 59 min. 48 sec. E. 109.42 feet to an iron pin (old); thence, continuing with said Newcomb, S. 81 deg. 00 min. 28 sec. E. 77.71 feet to a corner post in the line of said Newcomb, a corner to Oscar Torkelson (deed book 274, page 1073), thence, with said Torkelson, S.06 degrees 13 min. 21 sec. W. 104.56 feet to an iron pin (new); thence continuing with said Torkelson, S. 82 deg. 58 min. 55 sec. E. 113.63 feet to an iron pin (new) in the westerly margin of said South Mt. Pleasant Road; thence, with said road, S. 06 deg. 56 min. 00 sec. W. 155.42 feet to the beginning, containing 1.96 acres, more or less, as per survey of Ray G. Cole, Tennessee Registered Land Surveyor No. 924, dated July 25, 1994. Being the property conveyed to Charles Seay Crawford et ux, by Don Grubs at Deed Book 333, page 63, said Register's Office.

Exclusion No. 2:

BEGINNING on a stake located 100 feet as measured south along the west margin of Bethel Road, this measurement being made from the northeast corner of a 10.5 acre tract of land conveyed to Avis Grubbs as hereinafter set forth, and out of which 10.5 acre tract this lot is a portion thereof, and from the point of beginning runs thence with the west margin of said road South 3 deg. W. 100 feet to a stake; thence North 88 deg. W. 100 feet to a stake; thence North 3 deg. E. 100 feet to a stake; thence South 88 deg. E. 100 feet to a stake and the point of beginning, and being the same property conveyed to Hoyte Phillips and wife, Norma Phillips by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 150, page 214, said Register's Office.

Exclusion No. 3:

BEGINNING at a four inch square concrete marker reinforced with steel driven in the ground, said beginning point being in the west margin or line of the Bethel Road and being approximately fourteen feet south 3 deg. West from the northeast corner of a tract of land sold and by deed conveyed to Avis Grubbs by Clement Crawford on June 28, 1945, said deed being of record in the office of the Register for Robertson County, Tennessee, in Deed Book No. 100 at page 73 to which reference is here made; thence north 88 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 3 deg. West 100 feet to a four inch square concrete marker reinforced with steel driven in the ground; thence south 88 deg. East 100 feet to a four inch square concrete marker reinforced with steel driven in the ground, in the west margin or line of the Bethel Road; thence north 3 deg. East with the west margin or line of the Bethel Road to the point of beginning. Being the same property conveyed to George William Newcomb and wife, Mary Louise Newcomb by deed from Avis Grubbs and husband, Melvin Grubbs of record at Deed Book 137, page 256, said Register's Office.

Exclusion No. 4:

BEGINNING at an iron pin, the northwest corner of a tract of land which belongs to George W. Newcomb, having a deed reference in Deed Book 137, page 256, Register's Office for Robertson County, Tennessee, the northeast corner of this tract and continuing as follows; with a new line, N 83 deg. 26 min. 02" W. 129.15 feet to an iron pin; thence continuing with a new line, S 4 deg. 50 min. 00" E. 100.15 feet to an iron pin; thence continuing with a new line, S 82 deg. 50 min. 40" E. 105.70 feet to a concrete monument, the northwest corner of a tract of land which belongs to Fentress M. Myers, having a deed reference in Deed Book 183, page 410, Register's Office for Robertson County, Tennessee, and the southwest corner of said tract of land which belongs to George Newcomb; thence with the line of George W. Newcomb, N 8 deg. 40 min. 45" E. 99.33 feet to the point of beginning, containing 11,587 square feet as surveyed by Kessinger & Associates, dated February 4, 1981. Being the same property that was conveyed from Avis Grubbs to George Newcomb and wife, Louise Newcomb of record at Deed Book 252, page 190.

Parcel No. 5

BEGINNING at a stone in the Bethel Road, the southeast corner of the Bethel Church property and runs thence in an easterly direction with the Bethel-Hygeia road 34 rods and 5 feet to a point in Avis Grubbs' line; thence in a northerly direction with said Grubbs' line 20 rods and 8 feet to a stone in H.H. Morris' line; thence in a westerly direction with the said Morris line 34 rods and 12 feet to a stone; thence in a southerly direction with the line of Bethel Church property 14 rods and 9 feet to the beginning, containing 3½ acres, more or less, and being the same property as that conveyed to Mrs. Avis Grubbs by deed from D.A. Jones and wife, Mrs. Nannie Belle Jones of record at Deed Book 93, page 259, said Register's Office.

Tax Map 125/Part of Parcel 177 (1.88 acres)

Beginning at an iron bar monument (new), in the northerly margin Bethel Road, the southwest corner of a tract of land which belongs to Judson Todd Williams, having a deed reference in Deed Book 319, Page 777, RORCT, the southeast corner of this tract, and continuing with the northerly margin of Bethel Road, as follows:

N 67°21'43" W, 135.87 feet to an iron pin (new);

thence with a curve to the left, having a radius of 3152.28 feet, an arc distance of 57.88 feet, and a chord bearing and distance of N 67°53'16" W, 57.88 feet to iron pin (new);

thence, N 68°24'50" W, 50.62 feet to an iron bar monument (new), in the northerly margin of Bethel Road;

thence with a new line as follows:

N 21°35'10" E, 214.62 feet to an iron bar monument (new);

thence, S 76°59'56" E, 167.06 feet to an iron bar monument (new);

thence, N 12°36'34" E, 61.46 feet to an iron bar monument (new);

thence, S 80°32'22" E, 45.83 feet to a concrete monument (old), the northwest corner of a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 187, Page 435, RORCT;

thence, S 06°19'17" W, 49.96 feet to a concrete monument (old), the southwest corner of said tract of land which belongs to Ollie Swift;

thence, S 75°25'19" E, 115.81 feet to an iron bar monument (new), a common corner of said tract of land which belongs to Ollie Swift, and a tract of land which belongs to Ollie Swift, having a deed reference in Deed Book 319, Page 777, RORCT;

thence, S 09°14'54" W, 194.64 feet to an iron bar monument (new), a common corner of said second mentioned tract of land which belongs to Ollie Swift, and said tract of land which belongs to Judson Todd Williams;

thence, N 82°42'00" W, 137.00 feet to an iron bar monument (new), the northwest corner of said tract of land which belongs to Judson Todd Williams;

thence, S 14°18'00" W, 55.34 feet, to the point of beginning, containing 1.88 Acres, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a Steven E. Artz and Associates, Inc., 4779 Highway 41 North, Springfield, Tennessee, 37172, dated March 14, 2011.

All of the above property being part of the same property conveyed to Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., equally, as tenants-in-common, by deed from Donna G. Nelson, Leann G. Barron and Don Murry Grubbs, Jr., Trustees of the Don Murry Grubbs, Sr. Living Trust dated January 31, 1995, of record in Book 1442, Page 732, Register's Office for Robertson County, Tennessee.

NOTE:

**INCLUDED IN THE PROPERTY DESCRIPTIONS ON THIS EXHIBIT A,
BUT EXCLUDED FROM THIS CONVEYANCE ARE ANY TRACTS
CONVEYED TO DON MURRY GRUBBS, JR., AND TO DONNA G.
NELSON IN DEEDS OF RECORD IN THE REGISTER'S OFFICE FOR
ROBERTSON COUNTY, TENNESSEE, WHICH ARE BEING RECORDED
CONCURRENTLY HEREWITH.**

Attachment 2

ORDINANCE 96-293

AN ORDINANCE TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF MILLERSVILLE, TENNESSEE.

BE IT ORDAINED BY THE Board of Commissioners of the City of Millersville, Tennessee:

Section 1. Pursuant to authority conferred by Section 6-51-102, T.C.A., there is hereby annexed to the City of Millersville, Tennessee and incorporated within the corporate boundaries the following described territory:

Beginning at the point where the westerly right of way line of Mt. Pleasant Road meets the northerly right of way line of Bethel Road, as shown on Map No. 127, Robertson County, Tennessee, prepared by Tobin Rountrey, Inc., revised November 1995; thence, following the northerly right of way line of Bethel Road in a westerly direction to the point where said line intersects the southerly line of Parcel No. 57, as shown on Map No. 127; thence, following the southerly lines of Parcel Nos. 57, 81, 82, and 83, as shown on Map No. 127, in a westerly direction to the westerly line of Parcel No. 83; thence, following the westerly lines of parcel Nos. 83 and 80, as shown on Map No. 127, in a northerly direction to the southerly line of the aforesaid Parcel No. 57; thence, following the southerly lines of Parcel Nos. 57, 57.01, 51, 51.06, 51.03, 51.04, 51.02, 54.01, and 54, as shown on Map No. 127, in a westerly direction and continuing in a straight line to the easterly line of Parcel No. 48, as shown on Map No. 127; thence, following the easterly line of Parcel Nos. 48, 95, and 48.02, as shown on Map No. 127, in a southerly direction to the southerly line of Parcel No. 48.02; thence, following the southerly line of Parcel No. 48.02 in a westerly direction to the westerly line of Parcel Nos. 48.02; thence, following the westerly line of Parcel No. 48.02 in a northerly direction to the southerly line of Parcel No. 86.01, as shown on Map No. 127; thence, following the southerly line of Parcel No. 86.01 in a westerly direction to the westerly line of Parcel No. 86.01; thence, following the westerly line of Parcel No. 86.01 in a northerly direction to the northwesterly corner of Parcel No. 86.01; thence, in a straight line to the southwest corner of Parcel No. 47, as shown on Map No. 127; thence, following the westerly line of Parcel No. 47 in a northerly direction to the northerly line of Parcel No. 47; thence, following the northerly lines of Parcel Nos. 47 and 48.01 as shown on Map No. 127, in an easterly direction to the northeasterly corner of Parcel No. 48.01; thence, in a straight line to the northwesterly corner of Parcel No. 49, as shown on Map No. 127; thence, in an easterly direction along the northerly line of Parcel No. 49 to the easterly line of Parcel No. 49; thence, in a southerly direction along the easterly lines of Parcel Nos. 49, 50 and 51.01 to the northerly line of Parcel No. 51.03, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel 51.03 to the easterly line of Parcel No. 51.03; thence, in a southerly direction along the easterly line of Parcel No. 51.03 to the northerly line of Parcel No. 51.06; thence, in an easterly direction along the northerly lines of Parcel Nos. 51.06 and 51 to the westerly line of Parcel No. 57; thence, following the westerly line of Parcel No. 57 in a northerly direction to the northerly line of

Parcel No. 57; thence, following the northerly line of Parcel No. 57 in an easterly and clockwise direction to the northerly line of Parcel No. 58.01, as shown on Map 127; thence, following the northerly lines of Parcel Nos. 58.01 and 58.02 in an easterly direction to the easterly line of Parcel No. 58.01; thence, in a straight line to the point where the easterly right of way line of Williams Road intersects the southerly line of Parcel No. 23.07, as shown on Map 127; thence, in a southerly direction along the easterly right of way line of Williams Road to the northerly line of Parcel No. 22.08, as shown on Map 127; thence, in an easterly direction along the northerly line of Parcel Nos. 22.08, 22.11, 22.12, 22.03 to the westerly line of E.C. Cavanah Subdivision, as shown on Map 127; thence, in a northerly direction along the westerly line of E.C. Cavanah Subdivision to the northerly line of said subdivision; thence, following the northerly line of said subdivision in an easterly direction to the easterly line of Parcel No. 59.01, as shown on Map 127; thence, in a straight line to the southerly line of Parcel No. 60, as shown on Map No. 127; thence, in a northerly direction along the westerly line of Parcel No. 60 to the northerly line of Parcel No. 60; thence, in an easterly direction along the northerly line of Parcel No. 60 to the easterly line of Parcel No. 60; thence, in a southerly direction along the easterly line of Parcel No. 60 to the southerly line of Parcel No. 62; thence, following the southerly line of Parcel No. 62 in an easterly direction to the westerly right of way of Mt. Pleasant Road; thence, in a southerly direction along the westerly right of way of Mt. Pleasant Road to the northerly line of Parcel No. 73; thence, following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning.

Section 2: This ordinance shall take effect on the earliest date allowed by law.

Passed First Reading 8/13/96

Passed Second Reading 8/27/96

ATTEST:

Holly L. Murphy
Holly L. Murphy, City Recorder

Board of Commissioners

By: Robert E. Mobley
Robert E. Mobley, Mayor



Attachment 3

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Mayor - Robert E. Mobley
Vice Mayor - David McCoy
City Manager - Eric Brangenberg

Commissioner Ray Crunk
Commissioner Ray Hall
Commissioner D. J. O'Donnell

Robertson County Assessor's Office
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Sir/Madam,

I am writing this to clarify some questions which you have brought to my attention. The questions involve the intent of the Millersville Board of Commissioners with regard to two of our annexation ordinances. Hopefully, the following will clarify any questions you may have:

Although the revision of Map 127, Robertson County used to write up Ordinance 96-293 indicates November 1995, the person writing up the ordinance was evidently looking at a revision dated earlier, because of some changes which have taken place. Bethel Baptist Church approached the City of Millersville requesting annexation of all their property in order to provide them with sewer service. That was the intent of the Board and it was thought that the eastern line of parcel #60 was the eastern line of their property. Since it has been brought to my attention that they have purchased another tract, identified as parcel # 75.01, I have researched the intent and determined that the following verbage would have accomplished the intent of the Board. Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the point where the southerly line of Parcel No. 73 intersects to the westerly right of way line of Mt. Pleasant Road; thence, following the westerly right of way line of Mt. Pleasant Road in a southerly direction to the point of beginning."

On Ordinance 96-292, the line on the map provided to your office was inadvertently drawn on the southern boundary of Map 128, Parcel No. 71, because of the

Parcel being on the edge of the map, divided between Map 128 and 127. The intent of the Board was to annex the area specified in the verbage of the Ordinance, including Parcel No. 71. The Board had been asked to annex the property around Bethel Baptist Church, Highland Rim Speedway and others and the intent was to annex all property connecting to Bethel Road on the northside of the road from the existing City Limits to the property which had requested to be annexed.

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

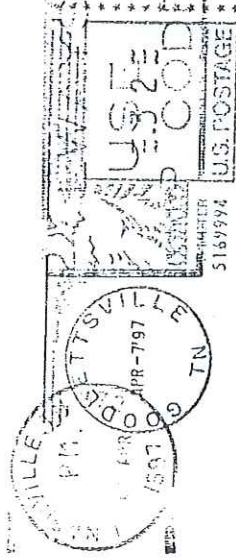
Sincerely,

A handwritten signature in cursive script that reads "Michael D. Gorham".

Michael D. Gorham
City Manager

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Tax Assessor
Robertson County Office Building
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

37172-2341 03



City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

February 26, 1999

Robertson County Assessor's Office
521 S. Brown Street
Attn: Mr. Lynn Hagewood
Springfield, Tennessee 37172

Dear Lynn,

In my letter of April 1997, I made clerical changes to the language of Ordinance 96-293 to provide closure to the map which was provided to your office. It was my intent at that time and the intent of the Board when the annexation ordinance passed to exclude property which did not front on Bethel Road or had not requested to be annexed. Mr. Ollie Swift's property, Map 127, Parcel 73.01 was not intended to be included in that annexation. I have drafted another clerical change to the ordinance which I hope will resolve this issue. If there is any problem with this wording, please let me know.

Ordinance 96-293 - On page 2, Line sixteen from the top and following should be changed to read,

"of Parcel No. 75.01; thence, in a southerly direction along the easterly line of Parcel No. 75.01, approximately 150 feet to the internal tract line of Parcel No. 62; thence following the internal tract line in an easterly direction to the westerly right of way of Mt. Pleasant Road, thence in a southerly direction to the northerly line of Parcel No. 73; thence following the boundary lines of Parcel No. 73 in a westerly and counter-clockwise direction to the western edge of Parcel No. 73.01, thence, in a southerly direction to the northern line of Parcel 72 thence, following northern line of Parcel 72 to the westerly right of way line of S. Mt. Pleasant Road in a southerly direction to the point of beginning."

I apologize for any inconvenience caused by these errors and will do anything possible to help alleviate any problems. If I can be of any assistance at all feel free to contact me at 859-0880.

Sincerely,

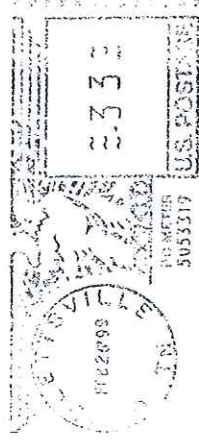


Michael D. Gorham
City Manager

cc: Mr. Ollie Swift, 2137 S. Mt. Pleasant Rd, Greenbrier, Tennessee 37073

City of Millersville

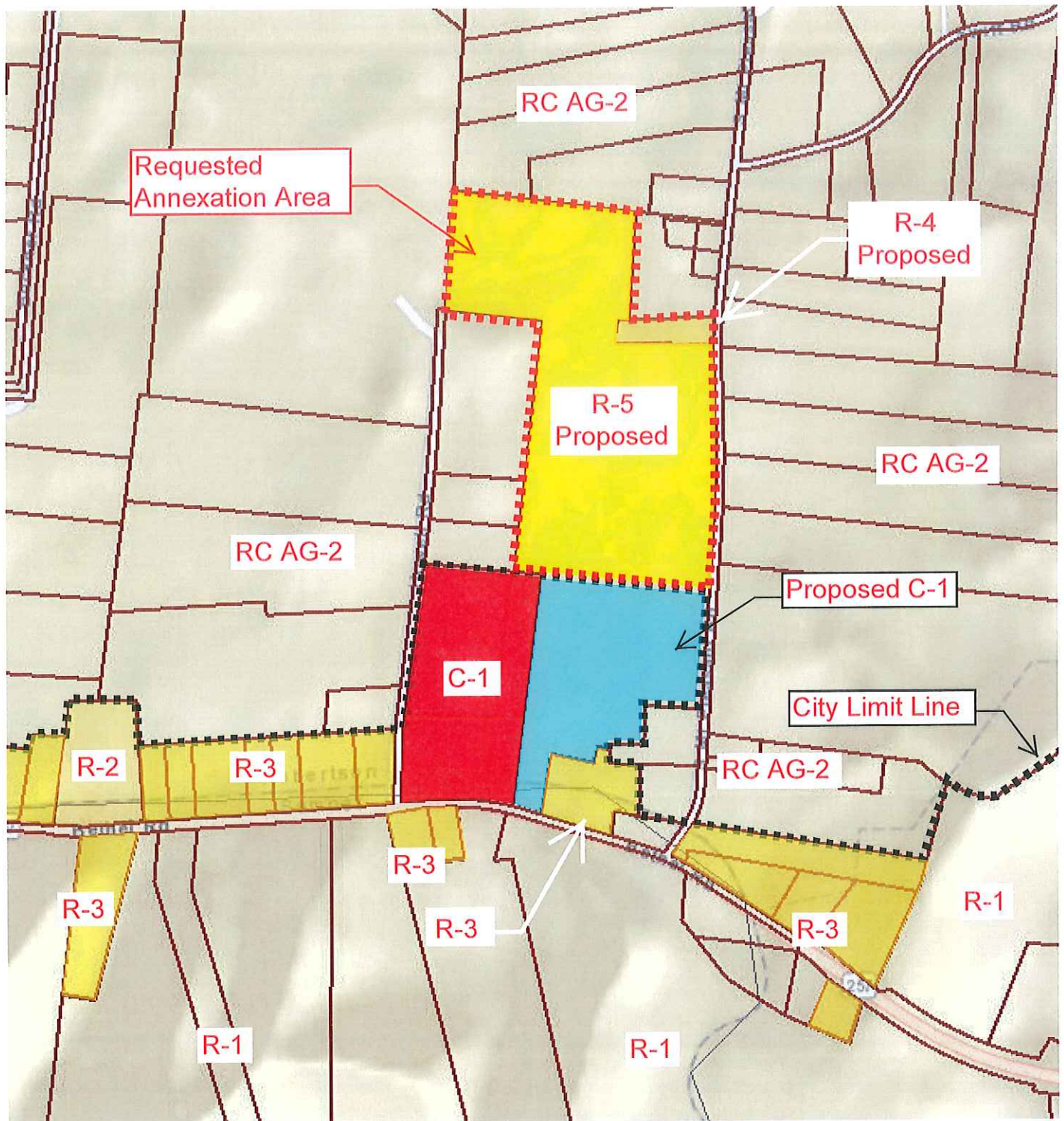
1246 Louisville Hwy.
Millersville, TN 37072-3613



Robertson County Assessors office
521 S. Brown Street
Attn: Lynn Stage Wood
Springfield, TN 37172

37172+2341

Bethel Road & South Mount Pleasant Road
Area Zoning Map





City of Millersville Development Services

Summary & Recommendation

Date: September 11, 2018

Reviewer: Michael Barr, Development Services Director

Subject: Assign Zoning Designation to 7639 South Swift Road (RC Map 126 Parcel 059.00)

Background: The subject parcel's owner is requesting to annex this property into the City of Millersville. With the property owner's agreement, a zoning designation must be approved within 60 days of annexation.

The property is currently zoned AG-2 by Robertson County. Other parcels in the area are zoned Residential R-1, R-3 and R-5, generally depending of parcel size. This parcel's size of approximately 1.0 ac and considering abutting parcels' zoning designation, the R-4 zoning is appropriate for the parcel.

Attachments: Area map with zoning designations

Public Notice Sign Posted: yes

Recommendation: Approval by the City Commission to assign a zoning designation of Residential R-4 to this parcel after annexation.

Conditions, if any: None.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-707

AN ORDINANCE TO ASSIGN RESIDENTIAL R-4 ZONING DESIGNATION ON TERRITORY ANNEXED INTO THE MILLERSVILLE CITY LIMITS, IDENTIFIED AS ROBERTSON COUNTY MAP 126, PARCEL 059.00.

WHEREAS, a parcel of land, identified as Robertson County Map 126 Parcel 059.00, is currently zoned Robertson County AG-2; and

WHEREAS, this territory was annexed by owner's consent into the city limits of Millersville by Resolution 18-R-04B on October 16, 2018; and

WHEREAS, the owner of this parcel requests the City to assign Residential R-4 zoning to this parcel; and

WHEREAS, the proposed zoning designation is complimentary to other residential zoning designations in the vicinity; and

WHEREAS, it is in the City of Millersville's best interest to assign this zoning designation to this particular parcel to allow for the highest and best use; and

WHEREAS, the Planning Commission voted unanimously to recommend the zoning designation of this parcel to Residential R-4 on September 11, 2018.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee, that:

SECTION 1. The parcels within the City of Millersville, Tennessee specifically identified as Robertson County Map 126 Parcel 059.00 is hereby assigned the zoning designation of Residential R-4. (Legal Description attached hereto as part of the Ordinance)

SECTION 2. This Ordinance shall become effective immediately upon 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:

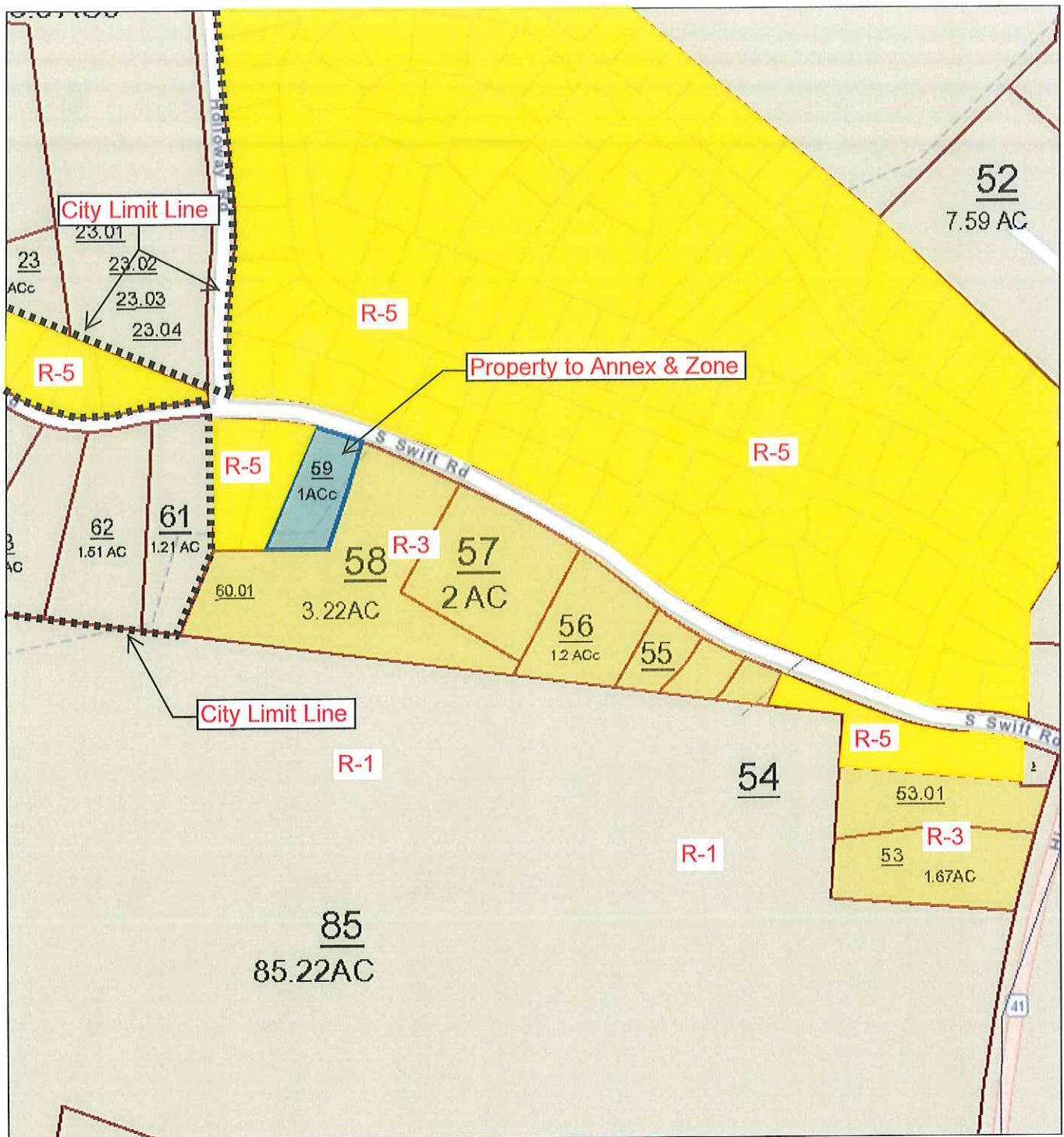
By: _____
Robert G. Wheeler, Jr., City Attorney

Legal Description for the property known as 7639 South Swift Road (RC Map 126 Parcel 059.00) as recorded in Robertson County Record Book 1746 Pages 820-822

Land in Robertson County, Tennessee, beginning at a stake in the southerly margin of the Eldorado Road, said stake being 689 feet westerly with said margin of said road from the northwest corner of the Lot conveyed by Aaron M. Turner et ux, to Henry D. Carter in Deed Book 136, Page 392, Registers Office for Robertson County, Tennessee, a corner to said Turner and the northeast corner of this land; thence with a fence along said margin of said road North 73 deg. 40 mitt West 164 feet to a stake, a corner to said Turner; thence with the line of said Turner South 16 deg. 20 min. West, passing through the center of a utility pole at 10 feet and continuing on in all 288 feet to a stake, a corner in the line of said Turner; thence with a fence and the line of said Turner South 89 deg. East 168.5 feet to a stake, a corner in the line of said Turner; thence with the line of said Turner North 16 deg. 20 min. East 245 feet to the beginning, containing 1.0 acre, more or less, as surveyed by John R. Alley, County Surveyor, on June 2, 1966.

Being the same property conveyed to Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher by deed from Estate of Harold Bruce Sherrell, deceased, by Jennifer Carrigan, Administratrix, Yvonne Carrigan, Charles Thomas Sherrell and Elaine Fisher, heirs at-law of the said Harold Bruce Sherrell, deceased, of record in Record Book 1741, Page 856, Register's Office, Robertson County, Tennessee.

Robertson County - Parcel: 126 059.00



Date: August 29, 2018
 County: Robertson
 Owner: HALLUM MIKE ETUX
 Address: SOUTH SWIFT RD 7639
 Parcel Number: 126 059.00
 Deeded Acreage: 0
 Calculated Acreage: 0
 Date of Imagery: 2013

TN Comptroller - OLG
 State of Tennessee, Comptroller of the Treasury, Office of Local Government
 (OLG)
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,
 Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-708

**AN ORDINANCE TO AMEND CHAPTER 86 OF THE MILLERSVILLE
CODE OF ORDINANCES, ARTICLE II, DIVISION 2, TOWING
AUTHORITY, SECTION 86-62, MEMBERSHIP/APPOINTMENT.**

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state, and federal laws and the desires of the City Commission; and

WHEREAS, the Governing Body and staff for the City of Millersville have identified the need for changes to Chapter 86, Sec 86-62 of the Code pertaining to the Towing Authority and its Membership/Appointment.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee that this amendment to Chapter 86 of the Code of Ordinances shall be made in accordance with *Exhibit A* attached hereto and made part of Ordinance 18-708 as if copied verbatim.

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

Passed First Reading: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

Approved as to Form and legality:

By: _____
Holly L. Murphy, City Recorder

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

Exhibit A

Sec. 86-62. - Membership; appointment.

(a) The city towing authority shall be comprised of three persons, the make-up of which shall be one member of the board of commissioners as appointed by the mayor, the city manager **or Designee**, one private citizen who lives within the corporate boundaries of the city as appointed by the mayor, and approved by the board of commissioners.

(b) The city towing authority shall appoint a chairman **and recording secretary** from among its membership and establish any other officers it deems appropriate for its operation.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-709

AN ORDINANCE AMENDING THE MILLERSVILLE CODE OF ORDINANCES, CHAPTER 90, ZONING, ARTICLE II, ADMINISTRATION AND ENFORCEMENT.

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state and federal laws and the desires of the City Commission; and

WHEREAS, the City's Zoning Administrator and Building Official have identified the need to amend Chapter 90 of the Code pertaining to administration, site plans, and building and land use permits and procedures; and

WHEREAS, certain staff positions, titles, and job descriptions and their responsibilities have been created or modified; and

WHEREAS, the city has adopted building codes with Ordinance 18-689; and

WHEREAS, the city has identified text within Article II as redundant to or conflicting with the adopted building codes or is unnecessary.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, that this amendment to Chapter 90 of the Code of Ordinances shall be made in accordance with *Exhibit A* attached hereto and made part of this Ordinance as if copied verbatim.

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

Passed First Reading: _____

Public Hearing: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

Approved as to Form and legality:

By: _____
Holly L. Murphy, City Recorder

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

Exhibit A

Chapter 90 – ZONING

ARTICLE II. - ADMINISTRATION AND ENFORCEMENT

DIVISION 1. - GENERALLY

Sec. 90-51. - Administration of chapter.

Except as otherwise provided, no structure or land after the effective date of the ordinance from which this chapter is derived shall be used and no structure or part thereof shall be erected, altered, or moved unless in conformity with the regulations specified in this chapter for the district in which it is located. In their interpretation and application, the provisions of this chapter shall be considered minimum requirements adopted for the promotion of public health, safety, morals, convenience, order, prosperity, and general welfare of the community. Where other ordinances, resolutions, or regulations heretofore adopted or which may be adopted hereafter impose greater restrictions than those specified in this chapter, compliance with such other ordinances, resolutions, or regulations is mandatory.

Sec. 90-52. – Administrative and Enforcement officers.

The provisions of this chapter shall be administered and enforced by the city ~~building-inspector~~ zoning administrator (or this designee). In performance of administering and enforcing this chapter, he shall:

- ~~(1) Issue all building permits and make and maintain records thereof.~~
- ~~(2) Issue all certificates of occupancy and make and maintain records thereof.~~
- (31) Issue and renew, where applicable, all temporary use permits and make and maintain records thereof.
- (42) Maintain and keep current zoning maps and records of amendments thereto.
- (53) Receive, file and forward to the board of zoning appeals all applications for variances or other matters on which the board of zoning appeals is required to act under the provisions of this chapter.
- ~~(4) Receive, file and forward to the planning commission all applications for commercial, industrial and multifamily residential projects and other matters on which the planning commission is required to act under provisions of this chapter and the subdivision regulations.~~
- ~~(6) Conduct inspections as required in this chapter and such other inspections as are necessary to ensure compliance with the various other general provisions of this chapter. The building inspector shall possess the right to enter upon any premises for the purpose of making inspections of buildings or premises necessary to carry out his authorized duties.~~

Sec. 90-53. – Site plans and bBuilding permits.

- (a) It shall be unlawful to commence the excavation for or the construction of any building or other structure, including accessory structures, car ports and fences, to commence the moving, alteration, or repair of any structure, or to commence the filling of land without a permit therefore, issued by the ~~building-inspector~~ zoning administrator. If such excavation or construction is begun without a proper building permit the building permit fee shall be double or twice the original cost of the permit if legal compliance had been obtained as is required.
- (b) No building permit shall be issued without an approved site plan by the ~~building-inspector~~ zoning administrator except in conformity with the provisions of this chapter, unless there is received a written order from the board of zoning appeals in the form of an administrative review, special exception, or variance as provided by this chapter.
 - (1) *Application.* Application for a building permit shall be made in writing to the building ~~inspector~~ official on forms provided for that purpose. All applications for building permits shall be accompanied by a plan or a plat ~~in duplicate~~, drawn to scale, and showing the following:

- a. The actual shape, location, and dimensions of the lot to be built upon.
 - b. The shape, size, and location of all buildings or other structures to be erected, altered, or moved and of buildings or other structures already on the lot and the elevation of the building site.
 - c. The existing and intended use of all such buildings or other structures.
 - d. Location and design of off-street parking areas and off-street loading areas, and such other information concerning the lot or adjoining lots as may be essential for determining whether the provisions of this chapter are being observed.
- (2) *Site plan requirements.* Site plans containing the information required for the particular use by this section must be submitted to the building-inspector zoning administrator at the time of an application for a building permit for one-family and two-family houses and individual mobile homes. Site plans for all other buildings and activities shall be submitted and approved prior to an application for building permit. It is specifically anticipated that the approval process for one-family and two-family detached houses and individual mobile homes shall be administratively approved by the building-inspector zoning administrator. All other uses shall only be approved in the manner set forth in subsection (b)(2)b of this section.
- a. *Site plans required for one-family and two-family detached houses and individual mobile homes.*
 1. The actual shape, location, and dimensions of the lot to be built upon.
 2. The shape, size, and location of all buildings or other structures to be erected, altered, or moved and of buildings or other structures already on the lot and the elevation of the building site.
 3. The existing and intended use of all such buildings or other structures, upon it, including the number of dwelling units the building is intended to accommodate.
 4. The size and location of all yards and open areas required by this chapter.
 5. The dimension and location of all public water and sewer lines from which the property is to be served.
 6. The location and approximate dimension of all points of access to a public street or road.
 7. Such other information concerning the lot or adjoining lots as may be essential for determining whether the provisions of this chapter are being observed.
 8. Where subsoil sewage disposal is anticipated, certification from the county health department approving the lot for such use.
 - b. *Site plans required for all other buildings and activities.* This procedure is to be utilized for all buildings and activities, except those subject to the provisions of subsection (b)(2)a of this section. Unless otherwise specified, the reviewing agency shall be the city planning commission. Proposals for planned developments and mobile home parks shall follow separate provisions outlined elsewhere in this chapter, but such proposals shall also be reviewed by the planning commission. The following information shall be included in the site plan:
 1. General location sketch map ~~at a scale not smaller than one inch equals 2,000 feet~~, showing:
 - i. The approximate boundaries of the site.
 - ii. External (public access streets or roads in relation to the site).
 - iii. Surrounding development (i.e., general residential, commercial, and industrial areas) within the general vicinity of the site.
 - iv. Any public water and sewer systems in relation to site.
 2. Site plan drawn ~~at a~~ to scale ~~not smaller than one inch equals 200 feet~~, showing:
 - i. The actual shape, location, and dimensions of the lot.

- ii. The shape, size, and location of all buildings or other structures already on the lot.
 - iii. The existing and intended use of the lot and of such structures upon it, including, for residential activities, the number of dwelling units the buildings are intended to accommodate.
 - iv. Topographic features, both existing and proposed, with contours at a vertical interval no greater than five feet.
 - v. Location of all driveways and entrances.
 - vi. Location of all accessory off-street parking areas to include a plan showing design and layout of such parking facilities where five or more accessory off-street parking spaces are to be provided (dimensions shall be shown).
 - vii. Location of all accessory off-street loading berths.
 - viii. Location of open space.
 - ix. Proposed ground coverage, floor area, and building heights.
 - x. Position of fences and walls to be utilized for screening (materials specified).
 - xi. Position of screen planting (type of planting specified).
 - xii. Proposed means of surface drainage, including all drainageways and facilities.
 - xiii. Location of all easements and rights-of-way.
 - xiv. Location of areas subject to flooding.
 - xv. Location and size of all utilities, including all fire hydrants.
 - xvi. Location, type, and size of proposed signs.
3. The planning commission as the reviewing body may:
- i. Recommend approval of the plan as submitted to the building inspector.
 - ii. Recommend disapproval of the plan.
 - iii. Recommend approval of the plan with conditions or recommendations for alterations.

If no actual construction has begun in the development within one year from the date of approval of the site plan, such approval of the site plan shall ~~lapse~~ expire and be of no further effect.

- (3) *Fee.* The board of commissioners shall establish a schedule of fees ~~and a collection procedure~~ for building and land use permits. ~~The schedule of fees shall be posted in the office of the building inspector and city hall. Only the board of commissioners may alter or amend the fee schedule. Until the appropriate fee has been paid in full, no action shall be taken on any application. No permit shall be issued until all fees have been paid in full.~~
- (4) *Issuance of permit.* If the proposed excavation, construction, moving, or alteration as set forth in the application is in conformity with the provisions of this chapter, the ~~building inspector~~ zoning administrator shall issue a ~~building~~ permit for such excavation or construction. If an application for a ~~building~~ permit is not approved, the ~~building inspector~~ zoning administrator shall state in writing on the application the cause for such disapproval. Issuance of a permit shall in no case be construed as a waiving of any provisions of this chapter.
- ~~(5) Construction progress. Building permits issued shall become invalid and expire one calendar year after issuance, unless extended as provided below. When a permit expires, all site work must stop. Before work may continue on the project, a new building permit must be obtained through application and payment of fees based on the most current permit fee schedule.~~
- ~~a. Permit extensions. All site work must stop upon the expiration date of the permit. If, in the opinion of the codes administrator, or designee, progress toward project completion is continuing, extensions to the original building permit expiration date may be granted. Such extensions shall be in intervals not to exceed 180 days each and must be requested as outline below:~~

1. ~~An application for an extension must be filed within 60 days of the expiration of the building permit in question. Note: All site work must stop upon the expiration date of the permit. To prevent interruption of site activity, approval for an extension must be received prior to the permit expiration date. Failure to obtain an extension will require application for a new building permit and payment of new permit fees.~~
2. ~~The application for an extension is considered filed when it is delivered in writing to the Codes Administrator and contains:~~
 - i. ~~A full explanation detailing the need for an extension of the permit.~~
 - ii. ~~A projected completion date for the project.~~
 - iii. ~~Pictures of the current work completed and in progress.~~
 - iv. ~~All current contact information for the developer, builder, and landowner.~~

~~If the permit extension is approved, an amended permit sign, indicating the extended expiration date, will be issued for posting at the construction site.~~

- b. ~~Permit extension fees. Approved permit expiration date extensions shall be subject to the following fees:~~

1. ~~There shall be no fee for the first or second granted extension.~~
2. ~~Application for each subsequent extension must be made prior to the expiration date of the existing extension and shall be subject to a permit fee equaling one-half of the original building permit fee.~~

- c. ~~Indefinite construction. If, through the expiration of a building permit and the apparent abandonment of a project, it is the opinion of the codes administrator that a project will never be finished, or, will not be finished in a time frame which would prevent an ongoing safety, health, or environmental hazard, including surrounding property devaluation, the city may move towards condemnation and/or abatement of the site in question.~~

Sec. 90-54. - Temporary use permits.

It shall be unlawful to commence construction or development of any use of a temporary nature unless a permit has been obtained from the city ~~building inspector~~ zoning administrator, as provided for in section 90-431. Application for a temporary use permit shall be made in writing to the ~~building inspector~~ zoning administrator on the form provided for that purpose. A schedule of fees shall be established by the board of commissioners. ~~Such schedule shall be posted in the office of the building inspector and city hall. Until the appropriate fee has been paid in full, no action shall be taken on any application. No permit shall be issued until all fees have been paid in full.~~

Sec. 90-55. - Certificate of occupancy.

~~No land or building or other structure or part thereof hereafter erected, moved, or altered in its use shall be used until the building inspector shall have issued a certificate of occupancy stating that such land, structure, or part thereof is found to be in conformity with the provisions of this chapter. Within three days after notification that a building or premises or part thereof is ready for occupancy or use, it shall be the duty of the building inspector to make a final inspection thereof, and to issue a certificate of occupancy if the building or premises or part thereof is found to conform with provisions of this chapter; or, if such certificate is refused, to state the refusal in writing with the cause for such refusal.~~

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-710

AN ORDINANCE AMENDING THE MILLERSVILLE CODE OF ORDINANCES, CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS.

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state and federal laws and the desires of the City Commission; and

WHEREAS, the Governing Body and staff for the City of Millersville have identified the need to correct content errors in adopted building codes and standards published by the International Code Council (ICC), National Fire Protection Association (NFPA), and other organizations as approved by Ordinance 18-689.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, Tennessee, that the content of Chapter 18 Buildings and building regulations of the Code of Ordinances be removed and replaced by *Exhibit A*.

THIS ORDINANCE SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

Passed First Reading: _____

Public Hearing: _____

Passed Second Reading: _____

BOARD OF COMMISSIONERS

By: _____
Timothy F. Lassiter, Mayor

Attest:

Approved as to Form and legality:

By: _____
Holly L. Murphy, City Recorder

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

Exhibit A

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. GENERAL

Chapter 18 shall provide regulations for the safe construction, modification, and maintenance of structures located in the City. Adopted regulations shall be in compliance with Tennessee Code Annotated (T.C.A.) law and other City Ordinances. Where there is a conflict between this and other chapters of the Municipal Code, this Chapter shall take precedence.

Section 18-1. Building Permit Fees.

Fees for permits shall be in compliance with the City of Millersville fee schedule as approved by resolution by the City Commission.

ARTICLE II. BUILDING, FIRE, AND PROPERTY MAINTAINANCE CODES STANDARDS

The City shall adopt and enforce nationally recognized building codes and standards published by the International Code Council (ICC), National Fire Protection Association (NFPA), and other organizations referenced in those documents.

Section 18-2. International Building Code

The 2015 International Building Code is hereby adopted with the following amendments additions and deletions as follows:

- (a) Section 101.1 Insert City of Millersville
- (b) Section 103.1 is deleted and amended as follows:
 - 103.1 Creation of enforcement agency.** The Construction Services Division is hereby created and the official in charge thereof shall be known as the Development Services Director (*building official*).
- (c) Section 105.5 is deleted and replaced as follows:
 - 105.5 Expiration. [A] 105.5 Expiration.** Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced.
 - 105.5.1 Permit Extensions:** The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
 - Exception:**
 - 1. The first building permit extension shall be at no charge. Additional extensions shall be charged one-half of the building permit fee.

105.5.2 Indefinite Construction. *Indefinite construction.* If, through the expiration of a building permit and the apparent abandonment of a project, it is the opinion of the codes administrator that a project will never be finished, will no longer comply with adopted codes, will not be finished in a time frame which would prevent an ongoing safety, health, or environmental hazard, including surrounding property devaluation, the city may move towards condemnation and/or abatement of the site in question.

(d) Section 107.6 is added as follows:

107.6 Fire Department Records. Upon project completion, the registered design professional shall submit PDF files to the building official which will be used for incident pre-planning purposes. Files shall contain the following information.

1. Building Site Plan
2. Building Elevations
3. Floor plans
4. Location of gas, electric, and water utility shutoffs
5. Location of fire service features including but not limited to fire hydrants, alarm panel, standpipes, PIVF, fire exits, and sprinkler control room.

(e) Section 1612.2 Establishment of flood hazard areas is amended to include:

1. Insert: City of Millersville
2. Insert: April 17, 2012

(f) Add Section 116.4 is deleted and replaced as follows:

116.4 Method of service. Such notices shall be deemed to be properly served if a copy thereof is

1. Delivered to the owner personally; or
2. Sent by first class mail, postage pre-paid, to the owner at the last known address; or
3. Sent by certified mail, postage pre-paid, addressed to the owner at the last known address with return receipt requested, if require by state law.

(g) Section 2701.1.1 is hereby added as follows:

Section 2701.1.1 In addition to the requirements of the section, The City of Millersville shall enforce the most current electrical code adopted by the State of Tennessee.

(h) The following appendixes are hereby added to the code:

1. Appendix B, Board of Appeals
2. Appendix F, Rodent Proofing
3. Appendix G, Flood-Resistant Construction
4. Appendix I, Patio Covers
5. Appendix J, Grading

Section 18-3. International Existing Building Code

The 2015 International Existing Building Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville
- (b) Section 1301.2 Insert, January 5, 1982\

Section 18-4. International Residential Code

The International Residential Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville
- (b) Section 105.5 is deleted and replaced as follows:

105.5 Expiration. [A] 105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced.

105.5.1 Permit Extensions: The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Exception:

- 2. The first building permit extension shall be at no charge. Additional extensions shall be charged one-half of the building permit fee.

105.5.2 Indefinite Construction. If, through the expiration of a building permit and the apparent abandonment of a project, it is the opinion of the codes administrator that a project will never be finished, will no longer comply with adopted codes, will not be finished in a time frame which would prevent an ongoing safety, health, or environmental hazard, including surrounding property devaluation, the city may move towards condemnation and/or abatement of the site in question.

- (c) Section P2603.5. I Insert: (18 inches; a minimum of 18 inches below grade with all state rules and regulation requirements met.)
- (d) Section R313.2 One and two-family automatic sprinkler systems is deleted.
- (e) Section N1101 thru N1111 is hereby deleted and replaced with:
N1101 General. New residential construction shall comply with the 2015 International Energy Conservation code as adopted by the City of Millersville.
- (f) Delete Chapters 34-43 and replace with the National Electrical Code as adopted and enforced by the Tennessee State Fire Marshal's Office.

Section 18-5. International Energy Conservation Code

The International Energy Conservation Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville
- (b) Section 402.4.1.2 is deleted and replaced as follows:

402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding five air changes per hour. Testing shall be conducted and reported at a pressure of 0.2 inch w.g. (50 Pascals). Testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.

Section 18-6. International Swimming Pool and Spa Code

The 2015 International Swimming Pool and Spa Code (ISPSC) is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville

Section 18-7. International Fuel Gas Code

The International Fuel Gas Code (IFGC) is hereby adopted as follows:

- (a) Section 101.1 Insert: City of Millersville
- (b) Section 108.4 Insert: (Civil Penalties) (\$50.00 per day) (the authority of the court of the City of Millersville)
- (c) Section 108.5 Insert: (less than \$50.00 or more than \$50.00 per day)

Section 18-8. International Mechanical Code

The 2015 International Mechanical Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville

Section 18-9. International Plumbing Code

The 2015 International Mechanical Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville

Section 18-10. International Property Maintenance Code

- (a) Section 101.1 Insert: City of Millersville.

- (b) Section 107.3 is deleted and replaced with:

107.3 Method of Service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered to the owner personally; or
2. Sent by first class mail, postage prepaid, to the owner at the last known address; or
3. Sent by certified mail, postage prepaid, addressed to the owner at the last known address with return receipt requested, if required by State law.

- (c) Section 109.1 is deleted and replaced as follows:

109.1 Imminent danger. When, in the opinion of the *building official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has

fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment or when the structure is unfit for human habitation, the *building official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *building official* shall cause to be posted at the primary entrance to such structure a notice of condemnation. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

(d) Section 110.1 is deleted and replaced as follows:

110.1 General. The *building official* shall order the *owner* of any *premises* upon which is located any structure, which in the *building official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to secure the structure and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or secure the structure until future repair. Boarding the building up shall not extend—beyond 90 days, unless approved by the code official.

(e) Section 302.4 is deleted and replaced as follows:

302.4 Weeds. All premises and exterior property shall be maintained free from grass, weeds or plant growth in excess of 8 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, vegetation, overgrowth, and underbrush other than trees or shrubs provided; however, this term shall not include cultivated crops, flowers and gardens. The City may pursue any or all of the remedies provided above in enforcement of this provision. When, overgrowth of grass, weeds or plants endangers the public health and safety or when there is actual or potential danger in the proximity of dwellings and/or the public right-of-way, the code official may cause the cutting of such weeds or plants, either through an available public agency or by contract or arrangement with private persons, and the cost of such cutting shall be charged against the real estate taxes upon which the weeds or plants are located.

(f) Section 302.7 is deleted and replaced as follows:

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, and retaining walls shall be maintained structurally sound and in good repair. All garages, where a garage door was intended or installed, must be provided with a functioning garage door.

- (g) Section 304.14 Insert: from first day of March to the last day of October
- (h) Section 602.3 Inset: from the first day of September to the last day of the following May
- (i) Section 602.4 Insert: from the first day of September to the last day of the following May

Section 18-11. International Fire Code

The 2015 International Fire Code is hereby adopted as follows:

- (a) Section 101.1 Insert, City of Millersville
- (b) Section 103.1 is deleted and replaced as follows:

103.1 General. The Department of Fire Prevention is established within the City of Millersville under the direction of the Fire Code Official. The Fire Code Official shall mean the Chief of the department, or his designee of the City of Millersville, Tennessee. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.
- (c) Section 109.2.1 is deleted and replaced as follows:

109.2.1. Method of Service. Such notice shall be deemed to be properly served if a copy thereof is:

 - 4. Delivered to the owner personally; or
 - 5. Sent by first class mail, postage prepaid, to the owner at the last known address; or
 - 6. Sent by certified mail, postage prepaid, addressed to the owner at the last known address with return receipt requested, if required by State law.
- (d) Section 109.4 Insert: "civil penalty", "\$50.00 per violation", "the authority of the court of the City of Millersville".
- (e) Appendix B "Fire Flow Requirements for Buildings" is added as part of this Code.
- (f) Appendix C "Fire Hydrant Locations" is added as part of this Code.
- (g) Appendix D "Fire Apparatus Roads" is added as part of this Code.
- (h) Appendix F "Hazard Ranking" is added as part of this Code.
- (i) Appendix H "Hazardous Materials Management Plan" is added as part of this Code.

Section 18-12. National Fire Protection Association 101 Life Safety Code

The 2015 National Fire Protection Association (NFPA) 101 Life Safety Code is hereby adopted and amended as follows:

- (a) Section 24.3.5 Extinguishment Requirements is deleted.

CITY OF MILLERSVILLE, TENNESSEE

ORDINANCE 18-703

AN ORDINANCE AMENDING THE MILLERSVILLE CODE OF ORDINANCES CHAPTER 90, ARTICLE III, DIVISION 2, RESIDENTIAL DISTRICTS, SECTION 174, DESIGN REVIEW STANDARDS FOR FENCES.

WHEREAS, the Governing Body of the City of Millersville reviews its Code of Ordinances from time to time to ensure that the laws of the City meet the requirements of the local, state and federal laws and the desires of the City Commission; and

WHEREAS, the Governing Body for the City of Millersville has identified the need to amend Chapter 90 Sec. 90-174 of the Code pertaining to residential design review standards; and

WHEREAS, part of the standards referenced hereinabove pertain to fences; and

WHEREAS, there are currently minimal standards for fences located in all residential zoning districts; and

WHEREAS, fences located on public right-of-ways restrict the publics' access and use of public lands as well as limit utility providers' access for installation and/or maintenance of utilities located in public right-of-ways and/or public utility and drainage easements; and

WHEREAS, fence material standards, locations, and maximum height restrictions are reasonable in residential zoning districts; and

WHEREAS, the Planning Commission voted by majority on October 9, 2018 to recommend the amendment to Chapter 90, Section 174, Design Review Standards.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Millersville, that this amendment to Chapter 90 of the Code of Ordinances shall be made in accordance with *Exhibit A* attached hereto and made part of Ordinance 18-703 as if copied verbatim.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON 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: _____
Robert G. Wheeler, Jr., City Attorney

Exhibit A

Sec. 90-174. - Design review standards.

(a) All applicable dwellings subject to residential design review shall:

- (1) Maintain a foundation constructed and/or veneered with stone, brick, or stucco in R-4 and R-5 Zoning.
- (2) Incorporate all attached structures and home-additions, including those affixed with a breezeway, with similar exterior construction materials as the pre-existing residence.
- (3) Include fences that meet the following:
 - a. On property zoned R-3, R-4, and R-5, fences placed in the front yard or in any area between the principle structure and a public road shall not be constructed principally of wire, including chain link, barbed wire, razor wire, and electrified wire. Fences placed in this area shall not exceed 4 feet in height. No fence shall exceed 6 feet in any residential district. Underground wire fences, such as invisible pet fences, are permitted.
 - b. When the property has more than one "front yard" as defined by the Code, the front elevation of the principal structure which includes the primary entrance door shall determine the front yard. In no case shall any fence be located closer to a public right-of-way than the minimum side setback for its zoning district.
 - c. No fences in any residential zoning district may be placed in any right-of-way and any public utility and/or drainage easement abutting a public road.
 - d. All new fences in any residential zoning district or on lands with a residential use require a permit issued by the city's building official.



Date: October 12, 2018

From: Holly Murphy, City Recorder/Interim City Manager

To: City Commission

RE: Updated Plan of Action/Interim Compensation

I have prepared an updated Plan of Action for compensation during this interim period to replace the previous proposal you approved on 4/17/18 which was only intended for six months (26 weeks) and ended on 9/26/18. The lump sum payments were made on 9/19/18 as proposed.

This update changes the pay from a lump sum payment for me, Deb, and Michael to an hourly rate. I am requesting that my hourly pay be changed to \$15 since that is what I was paid during my last interim appointment in 2014. I would also ask that you approve this pay to be retroactive to the pay period beginning 9/27/18.

I hope to have the information on an assistant position to you in the near future but I have been extremely busy in addition to preparing for the audit so I would like to wait until the audit is over before I tackle that.

If you have any questions, please let me know.

Thanks,

Date: October 12, 2018

To: City Commission

From: Holly Murphy, City Recorder/Interim City Manager

RE: **UPDATED Plan of Action for personnel pay during Interim period from 9/26/18 until further notice.**

Below is an updated Plan of Action that I propose to compensate personnel for the additional workload during the interim city manager appointment which began on 3/23/18

Section 1 - Lump Sum Payment: Hourly Pay

Holly Murphy – Interim City Manager – Manage day-to-day operation of City in addition to City Recorder responsibilities. **Compensation** – ~~a lump sum payment of \$13,520 which is equivalent to \$13.00~~ \$15.00 per hour ~~for six months (26 weeks) to be paid in the 2018-2019 Fiscal Year. retroactive to pay period beginning 9/27/18.~~

Deborah Ashburn – Assist Interim City Manager/Recorder – Provide assistance for some of the Recorder responsibilities. **Compensation** – ~~a lump sum payment of \$3,120.00 which is equivalent to \$3.00 per hour for six months (26 weeks) to be paid in the 2018-2019 Fiscal Year. retroactive to pay period beginning 9/27/18.~~

Michael Barr – Intergovernmental City Liaison – Michael will represent the City at all meetings previously attended by the City Manager including but not limited to the MPO, GNRC, Chamber of Commerce, and TDOT. He will also oversee all state and federal grants and programs including but not limited to the Sidewalk project, I-65 Lighting, Old Shiloh Bridge, and the SRF Sewer Improvement project. **Compensation** – ~~a lump sum payment of \$4,160.00 which is equivalent to \$4.00 per hour for six months (26 weeks) to be paid in the 2018-2019 Fiscal Year. retroactive to pay period beginning 9/27/18.~~

Original plan of Action 3/23/18 - 9/26/18 (26 weeks) ~~*NOTE: We have estimated a six-month timeframe to have a city manager in place however I am requesting that each individual be compensated the entire lump sum stated above even if a City Manager is hired before the end of the six month period, due the extent of work that will still be involved during the transition. In the event an individual leaves their employment during this interim period, their pay would be prorated and paid out accordingly.~~

Total cost to City: \$22.00 per hour/\$45,760 year

Vs.

Budgeted City Manager Salary \$85,000/Insurance \$13,171 = \$47.20 per hour /\$98,176 year
= Savings \$25.20 per hour/\$52,416 year

City of Millersville

1246 Louisville Hwy.
Millersville, TN 37072-3613

Phone (615) 859-0880

Fax (615) 851-1825

October 17, 2018

Tyler Norris
Rogers Group, Inc.
2124 Nashville Pike
Gallatin, TN 37066

RE: City of Millersville Paving Services (1 Year Contract Extension)

Dear Mr. Norris,

As per the contract documents for the bid approved and awarded to Rogers Group on October 17, 2017 for FY 2017-2018 paving services, the City of Millersville would like to renew the existing contract for a period of one year.

Sincerely,

Holly Murphy
City Recorder/Interim City Manager

Accepted by:

City of Millersville

Rogers Group, Inc.

Millersville 2017 Asphalt Paving Bids
September 29, 2017 1:00 p.m.

A		B	C	D	F
1	Company Bidding		Price per ton		Price per ton
2					
3	Rogers Group Inc.	Spec. # 411E Hot Mix up to 500 tons	\$86.40	Spec. # 411E Hot Mix over 500 tons	\$74.50
4	2124 Nashville Pike	Spec # 307 B Hot Mix up to 500 tons	\$68.50	Spec. #307B Hot Mix over 500 tons	\$65.75
5	Gallatin, TN 37066	Asphalt Milling	\$2.00	per sq yd, based on 1 1/2" deep	
6	Ricky Sanford 615-451-4777			minimum of 9,100 sq yd= 18,200	
7	ricky.sanford@rogersgroupinc.com	Delivery Mutually Agreeable sch			
8					
9	Sessions Paving Company	Spec. # 411E Hot Mix up to 500 tons	\$95.80	Spec. # 411E Hot Mix over 500 tons	\$91.40
10	P.O. Box 90266	Spec # 307 B Hot Mix up to 500 tons	\$86.65	Spec. #307B Hot Mix over 500 tons	\$82.65
11	Nashville, TN 37209	Asphalt Milling	0-6 hours 8,800.00	includes large mill 7' cut and clean up	
12	Robert N. Hutcheson 356-0600	Deliver within 30 days of notification			
13	rrhutcheson@sessionspaving.com	The only sub is for large scale milling	Jones Brothers	Mt.Juliet, TN 37121	
14					
15	Charles DeWeese Const. Inc.	Spec. #411E Hot Mix up to 500 tons	\$93.08	Spec. #411E Hot Mix over 500 tons	\$86.57
16	765 Industrial Bypass North	Spec. #307B Hot Mix up to 500 tons	\$79.32	Spec. #307B Hot Mix over 500 tons	\$74.02
17	P.O. Box 504 (42135)	Asphalt Milling	39.36 per ton		
18	Franklin, KY 42134				
19	Charles Deweese 270-586-9172	Delivery 7 days from notification			
20	anna@charlesdeweeseconstruction.com				
21					
22	Jones Bros. Contractors LLC	Spec. #411E Hot Mix up to 500 tons	\$97.50	Spec. #411E Hot Mix over 500 tons	\$92.25
23	2209 Crestmoor Rd. Suite 210	Spec. #307B Hot Mix up to 500 tons	\$88.50	Spec. #307B Hot Mix over 500 tons	\$81.50
24	Nashville, TN 37215	Asphalt Milling	9,500.00 per day		
25	Cody Jackson 615-864-7388				
26	awall@jonesbroscnt.com	Delivery within 30 days of notification			

CONTRACT FOR SERVICES

THIS AGREEMENT (Agreement) is entered into between the CITY OF MILLERSVILLE (The City) and ROGERS GROUP INC. (Contractor) to provide paving services for FY 2017-2018 as per bid received and approved on October 17, 2017.

WHEREAS, the City has accepted the bid as presented; and

WHEREAS, the City of Millersville wishes to ensure timely project completion;

The Agreement between the City and the Contractor shall be defined as follows:

Section 1 The Contractor and the City agree to the following:

- a) CONTRACT TERM: The contract resulting from the awarding of this bid shall have an initial term of one year from the bid opening date. The contract may be extended in one-year increments upon written agreement by both parties. Prices quoted in this bid response are binding for all contract extensions.
- b) Contractor agrees to begin the project no later than THIRTY (30) days of execution of agreement and finish all paving on or before December 15, 2017. There is an allowance for up to three (3) weather days if necessary. Should Contractor fail to deliver the product within the time allotted in this section, the Contractor shall pay liquidated damages to the City in the amount of \$100/day not as a penalty but as damages for the City being deprived of the use of its roadways. Such amount will be assessed until the project is completed and functional.
- c) Contractor shall do the paving in accordance with the priority list attached to this Agreement as Exhibit A. Said attachment is incorporated as part of this Agreement and any modifications to it shall be done in writing and upon agreement from both parties.

Section 3 Controlling Law

1. The laws of the State of Tennessee and the City of Millersville Codes shall govern this Agreement.
2. Non-waiver of Governmental Immunity. The City expressly reserves its right to invoke governmental immunity for any claim in tort or contract arising out of this Agreement pursuant to the State of Tennessee Laws.. Nothing herein shall constitute a waiver of any immunity in part or in whole by City.

Section 4 Termination and/or Modification

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 5 Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

Contractor *ROGERS Group, Inc.* Date *10-27-15*
Ricky Sanborn

City Manager *Casey Hill* Date *11/14/17*

EXHIBIT A

Paving Priorities

Road

1. Old Shiloh Road
2. 100ft of Williamson Road
3. Rest of Slaters Creek
4. Cartwright Court *
5. Ridge Hill *

Based on budget *

Top Priority

CITY OF MILLERSVILLE
1246 LOUISVILLE HIGHWAY
MILLERSVILLE, TENNESSEE 37072

PHONE: 615-859-0880
FAX: 615-851-1825

PROJECT: 2017 ASPHALT PAVING BID

CONTENTS:

BID AND SIGNATURE SHEET (3 pages)

ATTACHMENT "A" – 2017 ASPHALT BID, GENERAL REQUIREMENTS

ATTACHMENT "B" – SPECIAL PROVISION - ASPHALT PAVING BID OPTION "A"

ATTACHMENT "C" – NOTICE TO BIDDERS

ATTACHMENT "D" – 2017 ASPHALT BID, PROJECTED ROAD LIST

SEALED BIDS MUST BE RECEIVED BY

1:00 P.M. (CST) on FRIDAY, September 29, 2017

Envelopes should be marked "2017 Asphalt Paving Bid"

CITY OF MILLERSVILLE 2017 ASPHALT PAVING BID

CITY OF MILLERSVILLE, TENNESSEE
PUBLIC WORKS DEPARTMENT
1246 LOUISVILLE HIGHWAY
MILLERSVILLE, TENNESSEE 37072
615-859-0880

Any person who believes they have been discriminated against should contact Caryn Miller, City Manager, at Millersville City Hall.

For Title VI compliance purposes, we ask for voluntary disclosure of the following information pertaining to the principle owner of the bidding contractor:

Disadvantaged Business Enterprise

All Contractors providing professional services for the City of Millersville, Tennessee, shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts without discrimination on the basis of race, color, national origin, age, sex or disability.

Drug Free Workplace

The City of Millersville, Tennessee is a Drug Free Workplace and requires all Bidders with "no less than five (5) employees receiving pay who contract with the City to provide construction services", to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN

COUNTY OF Sumner

The undersigned, principal officer of Rogers Group, Inc., an employer of five (5) or more employees contracting with the City of Millersville, Tennessee to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Rogers Group, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT SAYETH NOT

STATE OF TN

COUNTY OF Sumner



Bryan Ledford
Principal Officer Bryan Ledford Vice President

Before me personally appeared Bryan Ledford, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

SUBSCRIBED AND SWORN to me before this 26th day of September, 20 17.

(SEAL)

Tracy Logan
Notary Public

My Commission Expires: 8/17/20

CITY OF MILLERSVILLE, TENNESSEE
2017 ASPHALT PAVING BID SHEET

The City of Millersville (the City) will receive bids at the Millersville City Hall, 1246 Louisville Highway, Millersville, TN 37072, until 1:00 P.M. CST, Friday September 29, 2017, for ASPHALT PAVING and ASPHALT MILLING. Bids must be received prior to the time stated and postmarks will not be considered. Envelopes must be sealed and marked "2017 Asphalt Paving Bid".

BID AMOUNT:

- I. **PAVING:** Paving bids are being accepted with two options: "A" – price per ton with price adjustments based upon the Tennessee Department of Transportation (TDOT) "Bituminous Material Index" 109B, or "B" – a fixed price per ton for the term of the contract and any agreed upon extensions of the contract. All prices are to be bid for asphalt in place and in compliance with the Notes contained in this document and the attached General Requirements.

BID ONE PAVING OPTION ONLY

Contractors wishing to bid both options should submit separate bid packages.

OPTION "A" – Price per ton shall be adjusted higher or lower based upon the TDOT "**Basic Bituminous Material Index**" at the time a project is authorized by the City. The starting Bituminous Material Index point for this contract is **\$407.03 per ton**.

Detailed documentation for a price change resulting from a change in the Basic Bituminous Materials Index must be included with completed project invoicing and as part of project estimates requested by the City.

IN PLACE PAVING MATERIAL	PRICE PER TON	PRICE PER TON
	Up to 500 ton projects*	Greater than 500 ton projects*
Spec. #411E Hot Mix	\$ 86.40	\$ 74.50
Spec. #307B Hot Mix (Binder Mix)	\$ 68.5	\$ 65.75

- OR -

OPTION "B" – Price per ton for the term of the contract (One Year).

IN PLACE PAVING MATERIAL	PRICE PER TON	PRICE PER TON
	Up to 500 ton projects*	Greater than 500 ton projects*
Spec. #411E Hot Mix	\$ _____	\$ _____
Spec. #307B Hot Mix (Binder Mix)	\$ _____	\$ _____

(*) The bidder should interpret "Project" as a combination of one or more roads, road segments, or patches authorized by the City for completion at the same time.

II. **ASPHALT MILLING** – The milling bid prices shall include all labor, materials, and equipment costs to complete a milling project.

No specific milling projects have been identified at the time of this request for bids. The request is intended to help insure competitive prices and allow uninterrupted completion of paving projects in the event that milling becomes necessary. The City reserves the right to award the contract based solely on the paving section of this request for bids or a combination of the two sections. Milling projects may be re-bid if in the best interests of the City.

1. Asphalt milling: \$ _____ per ton

- OR -

2. Asphalt milling: \$ 2.00 per S. y. _____ (Explain below)

Based on a minimum of 9,100 s. y. milled 1 1/2" deep.

NOTES: The successful bidder shall provide paving services to the City of Millersville in accordance with the requirements stated below and those stated in the attached General Requirements:

- a. Provide price for asphalt material as indicated on the front page of this request for the grades of asphalt indicated, delivered in place. Price for in-place asphalt must include transportation and any and all other costs on a per ton basis.
- b. Bids may not be withdrawn for a period of sixty (60) days from the bid opening date.
- c. All bidders must be pre-qualified by the Tennessee Department of Transportation to perform asphalt placement work in Tennessee and must provide current year state acceptance certification.
- d. All asphalt material, method of placement and equipment used to process and place material must conform to current Tennessee Department of Transportation specifications.
- e. Contractor must provide street edge clipping, tack coat, and sweeping the edge of the street with a motorized broom as a part of the cost on a per ton basis.
- f. Contractor must provide traffic control and any signs required by the uniform traffic control manual for the project during contract period.
- g. The material and/or services delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage this material and/or services is accepted to the satisfaction of the City and is to be in compliance with the terms, herein, fully in accordance with the specifications and be of the highest quality. In the event the materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
- h. Contractor must coordinate with our Public Works Department so preparations to manholes, utility boxes, and other utilities can be completed before paving.
- i. Proof of insurance, required bonds and other items of compliance shall be submitted to the City. Contractor must comply with all Tennessee employment requirements.

The City reserves the right to reject any and all bids or waive any informalities and to accept any proposal deemed to be in the best interest of the City.

CONTRACT TERM: The contract resulting from the awarding of this bid shall have an initial term of one year from the bid opening date. The contract may be extended in one-year increments upon written agreement by both parties. Prices quoted in this bid response are binding for all contract extensions.

RETURNED ATTACHEMENTS: Attachment "C", Notice to Bidders, must be executed and returned with this signed bid sheet. mutually agreeable schedule

DELIVERY: Paving will begin within ↓ days of notification that paving has been authorized.

COMPANY: Rogers Group, Inc. **DATE:** 9/26/2017

ADDRESS: 2124 Nashville Pike Gallatin, TN 37066

BY: Ricky Sanford
(Print Name)


(Signature)

PHONE: 615-451-4777 **FAX:** 615-451-1090 **EMAIL:** Ricky.sanford@rogersgroupinc.com

ATTACHMENT D

CITY OF MILLERSVILLE 2017 ASPHALT BID, PROJECTED ROAD LIST

The following is a partial list of roads that are being considered for paving prior to June 30, 2017. Additional roads may be added if funding is available. The list is provided to offer the bidders an opportunity to inspect the general condition and location of the planned paving projects and is subject to change. A contract awarded from this request for bids is not authorization for the paving of roads listed below.

<u>Road</u>	<u>Average Length</u>	<u>Average Width</u>
Slatter Creek Rd	7,000	26'
Old Shiloh Rd	2,400'	18'
Ridge Hill Rd	1,100'	12'
Cartwright Court	80'	80'
Williamson Rd	100'	22'

It is estimated that paving projects approved for completion prior to June 30, 2018 will total approximately 2,800 and 3,000 tons

Depending upon available funds additional roads may be added/deleted to the 2017 paving cycle.

For more information, contact the City Manager at 615-859-0880.

ATTACHMENT A
CITY OF MILLERSVILLE 2017 ASPHALT PAVING BID
GENERAL REQUIREMENTS

PROJECTS AUTHORIZED UNDER THE PROVISIONS OF THIS BID ARE SUBJECT TO THE FOLLOWING:

1. THE WORK TO BE DONE BY THE BIDDER (CONTRACTOR) CONSISTS OF FURNISHING ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY FOR REPAIR OF DESIGNATED STREETS AND ROADWAYS AS DIRECTED BY THE CITY OF MILLERSVILLE (OWNER).

2. AS APPLICABLE, EACH PROPOSAL MUST BE ACCOMPANIED BY A BIDDERS BOND FROM A SURETY COMPANY ACCEPTABLE TO THE CITY OF MILLERSVILLE, TENNESSEE FOR NOT LESS THAN (5%) OF THE TOTAL BID. A 100% PERFORMANCE BOND WILL BE REQUIRED.

3. NO BIDDER MAY WITHDRAW A BID FOR A PERIOD OF SIXTY (60) DAYS AFTER BIDS HAVE BEEN OPENED.

4. THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS AND TO WAIVE TECHNICALITIES.

5. BIDDING WILL BE IN ACCORDANCE WITH THE TENNESSEE GENERAL CONTRACTORS LICENSE LAW. BIDDERS ON CONSTRUCTION IN THE AMOUNT OF \$50,000.00 OR MORE MUST BE LICENSED CONTRACTORS AS REQUIRED BY CHAPTER 135 OF THE PUBLIC ACTS OF 1945 OF THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE, ARTICLE I, AND AMENDMENTS THERETO. BIDDERS SHALL PLACE THEIR BID IN AN ENVELOPE SHOWING BIDDER'S NAME, LICENSE NUMBER, EXPIRATION DATE, AND THAT PART OF CLASSIFICATION APPLYING TO THE BID IN ACCORDANCE WITH T.C.A. 62-6-119. BIDS NOT CONFORMING TO THIS PROVISION NOT TO BE OPENED.

6. ERROR IN BID: IN THE CASE OF ERROR IN THE EXTENSION OF PRICE IN THE BID, THE UNIT PRICE WILL GOVERN. NO BID SHALL BE ALTERED, AMENDED OR WITHDRAWN AFTER THE SPECIFIED TIME FOR OPENING BIDS. NEGLIGENCE ON THE PART OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT FOR THE WITHDRAWAL OF THE BID AFTER IT HAS BEEN OPENED.

7. TIME FOR COMPLETION: THE CONTRACTOR SHOULD HAVE THE CAPABILITY TO RESPOND TO SPECIFIC REQUESTS ON SHORT NOTICE WITHIN THE CITY OF MILLERSVILLE.

8. THE CITY RESERVES THE RIGHT TO REJECT ARTICLES THAT CONTAIN DEFECTIVE MATERIAL AND WORKMANSHIP. REJECTED MATERIALS SHALL BE REMOVED BY AND AT THE EXPENSE OF THE CONTRACTOR PROMPTLY AFTER NOTIFICATION OF REJECTION. FINAL INSPECTION AND ACCEPTANCE OR REJECTION OF THE MATERIAL OR SUPPLIES SHALL BE MADE AS PROMPTLY AS PRACTICABLE. BUT FAILURE TO INSPECT AND ACCEPT OR REJECT MATERIALS OR SUPPLIES SHALL NOT IMPOSE LIABILITY ON THE CITY OF MILLERSVILLE OR ANY SUBDIVISION THEREOF FOR SUCH MATERIALS OR SUPPLIES AS ARE NOT IN ACCORDANCE WITH SPECIFICATIONS. IN THE EVENT NECESSITY REQUIRES THE USE OF MATERIAL OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS, PAYMENT THEREFORE MAY BE MADE AT A PROPER ADJUSTMENT IN PRICE.

9. PAYMENT TO CONTRACTOR: THE CONTRACTOR SHALL SUBMIT TO THE CITY SUCH SCHEDULE OF QUANTITIES AND COSTS, PROGRESS SCHEDULES, PAYROLLS, REPORTS, ESTIMATES, WEIGHT TICKETS, RECORDS AND OTHER DATA AS THE OWNER MAY REQUEST CONCERNING WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT.

10. DISAGREEMENT: SHOULD ANY DISAGREEMENT OR DIFFERENCES ARISE AS TO THE ESTIMATE OR QUANTITIES OR AS TO MEANING OF THE SPECIFICATIONS OR CONDITIONS, OR ANY POINT CONCERNING THE CHARACTER, ACCEPTABILITY AND NATURE OF THE SEVERAL KINDS OF WORK, AND

MATERIAL AND CONSTRUCTION THEREOF, THE DECISION OF THE CITY MANAGER SHALL BE FINAL AND CONCLUSIVE AND BINDING UPON THE CONTRACTOR.

11. PROTECTION OF PERSONS AND PROPERTY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL INJURIES OR DAMAGE TO PERSONS OR PROPERTY THAT OCCUR IN CONNECTION WITH THE PERFORMANCE OF WORK UNDER THIS CONTRACT. HE SHALL TAKE ALL NECESSARY PRECAUTIONS AND EXERCISE ADEQUATE DILIGENCE TO PREVENT INJURIES OR DAMAGE OF ANY NATURE TO PERSONS OR PROPERTY OF OTHERS DURING THE PROSECUTION OF THIS CONTRACT.

12. COMPENSATION INSURANCE: THE CONTRACTOR SHALL PROCURE AND SHALL MAINTAIN DURING THE LIFE OF THIS CONTRACT WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES TO BE ENGAGED IN WORK ON THE PROJECT UNDER THIS CONTRACT, AND IN CASE ANY SUCH WORK IS SUBLET, THE CONTRACTOR SHALL REQUIRE THE SUBCONTRACTOR SIMILARLY TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL THE LATTER'S EMPLOYEES TO BE ENGAGED IN SUCH WORK UNLESS SUCH EMPLOYEES ARE COVERED BY THE PROTECTION AFFORDED BY THE CONTRACTOR'S WORKERS' COMPENSATION INSURANCE.

13. PUBLIC LIABILITY AND PROPERTY DAMAGES INSURANCE: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THIS CONTRACT SUCH LIABILITY AND PROPERTY DAMAGE INSURANCE AS SHALL PROTECT HIM AND ANY SUBCONTRACTOR PERFORMING WORK COVERED BY THIS CONTRACT FROM CLAIMS FOR DAMAGE FOR PERSONAL INJURY, INCLUDING ACCIDENTAL DEATH, AS WELL AS FROM CLAIMS FOR PROPERTY DAMAGE WHICH MAY ARISE FROM OPERATIONS BY HIMSELF OR ANY SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY EITHER OF THEM. IF THE CONTRACTOR HAS OR OBTAINS PRIMARY AND UMBRELLA EXCESS POLICIES, THERE SHALL BE NO GAP BETWEEN THEM. THE AMOUNT OF SUCH INSURANCE WILL BE AS FOLLOWS:

(A) PUBLIC LIABILITY INSURANCE - IN THE AMOUNT OF NOT LESS THAN \$1,000,000.00 FOR INJURIES, INCLUDING ACCIDENTAL DEATH BY ANY ONE PERSON, AND SUBJECT TO THE SAME LIMIT FOR EACH PERSON, IN AN AMOUNT NOT LESS THAN \$1,000,000.00 ON ACCOUNT OF ONE ACCIDENT.

(B) PROPERTY DAMAGE INSURANCE - IN AN AMOUNT NOT LESS THAN \$1,000,000.00 FOR ANY ONE DAMAGE CLAIM.

(C) COMBINED SINGLE LIMIT PUBLIC LIABILITY & PROPERTY DAMAGE - IN THE AMOUNT OF NOT LESS THAN, \$1,000,000.00 PER OCCURRENCE.

(D) OWNER'S PROTECTIVE LIABILITY INSURANCE- ISSUED IN THE NAME OF THE OWNER FOR LIABILITY AND PROPERTY DAMAGE IN THE SAME AMOUNT AS STIPULATED FOR THE CONTRACTOR.

14. PROOF OF CARRIAGE INSURANCE: THE CONTRACTOR SHALL FURNISH THE OWNER WITH SATISFACTORY PROOF OF CARRIAGE OF THE INSURANCE REQUIRED BY SUBMITTING CERTIFICATES OF INSURANCE.

15. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT: IF THE CONTRACTOR SHOULD BE ADJUDGED AS BANKRUPT, OR IF HE SHOULD MAKE A GENERAL ASSIGNMENT FOR THE BENEFIT OF HIS CREDITORS, OR IF A RECEIVER SHOULD BE APPOINTED FOR THE CONTRACTOR OR ANY OF HIS PROPERTY, OR IF HE SHOULD PERSISTENTLY OR REPEATEDLY REFUSE OR FAIL TO SUPPLY ENOUGH PROPERLY SKILLED WORKMEN OR PROPER MATERIALS, OR IF HE SHOULD REFUSE OR FAIL TO MAKE PROMPT PAYMENT TO PERSON'S SUPPLYING LABOR OR MATERIALS FOR THE WORK UNDER THE CONTRACT OR PERSISTENTLY DISREGARD INSTRUCTIONS OF THE CITY OR FAIL TO OBSERVE OR PERFORM ANY PROVISIONS OF THE CONTRACT CONDITIONS OR OTHERWISE BE GUILTY OF A SUBSTANTIAL VIOLATION OF ANY PROVISION OF THE CONTRACT CONDITIONS, THEN THE CITY MAY, BY AT LEAST TEN (10) DAYS FROM RECEIPT OF WRITTEN NOTICE TO THE CONTRACTOR, WITHOUT

PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES OF THE CITY ON THE PREMISES, TERMINATE THE CONTRACTOR'S RIGHT TO PROCEED WITH THE WORK, IN SUCH EVENT, THE CITY MAY TAKE OVER THE WORK AND PROSECUTE THE SAME TO COMPLETION BY CONTRACT OR OTHERWISE, AND THE CONTRACTOR SHALL BE LIABLE TO THE CITY FOR ANY EXCESS COST OCCASIONED TO THE CITY HEREBY.

16. THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE HARMLESS THE CITY FROM ALL CLAIMS, SUITS OR PROCEEDINGS OF ANY NATURE WHATSOEVER WHICH MAY BE BROUGHT AGAINST THE CITY ON ACCOUNT OF ANY INJURIES TO PERSON OR PROPERTY RECEIVED FROM THE CONTRACTOR, HIS AGENTS OR SERVANTS. THE CONTRACTOR SHALL AT ALL TIMES PROVIDE REASONABLE SAFEGUARD AGAINST INJURIES TO PERSONS AND PROPERTY FROM THE ACTS OF THE CONTRACTOR OR HIS AGENTS OR SERVANTS. AND ALL WORK SHALL BE AT THE RISK OF THE CONTRACTOR, AND ALL DAMAGES OCCASIONED THEREBY. OR ANY INJURY DONE BY THE CONTRACTOR, OR ANY OF HIS EMPLOYEES, TO PERSON OR TO PERSONAL OR REAL PROPERTY, ALSO ALL DAMAGES THAT MAY BE OCCASIONED TO PERSONS AND PROPERTY, BOTH REAL AND PERSONAL, BY AN ACT OF COMMISSION OR COMMISSION ON THE PART OF THE CONTRACTOR. OR HIS EMPLOYEES. RESULTING FROM THE CARRYING OUT OF SAID WORK, SHALL BE PAID BY THE CONTRACTOR, AND THE CITY SHALL BE SAVED WHOLLY HARMLESS THEREFROM BY THE CONTRACTOR AND/OR THE CITY, OR IN THE EVENT OF A JOINT LIABILITY WITH OR WITHOUT SUIT. IT IS EXPRESSLY AGREED THAT THE CONTRACTOR SHALL NOT CLAIM OR SET UP, OR PLEAD AS A DEFENSE, THAT HE AND THE CITY WERE JOINT WRONGDOERS. AND THAT HE AND THE BOND COVERING THIS WORK ARE NOT LIABLE.

17. UPON SATISFACTORY PERFORMANCE OF THE WORK THIS CONTRACT MAYBE EXTENDED IN ONE YEAR INCREMENTS BY MUTUAL WRITTEN AGREEMENT OF THE CONTRACTOR AND THE CITY OF MILLERSVILLE.

18. ALL MATERIAL PRICES SHALL BE QUOTED "IN PLACE."

19. THE CONTRACTOR SHALL SUBMIT AN EQUIPMENT RENTAL SCHEDULE TO BE MADE PART OF THE CONTRACT.

20. ALL PAVING DONE DURING PEAK TRAFFIC HOURS SHALL BE AS DIRECTED BY THE OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF EXISTING UTILITIES.

22. BIDDERS ARE REQUIRED TO SET FORTH IN THEIR BIDS THE CORRECT NAME AND BUSINESS ADDRESS OF ALL SUBCONTRACTORS PROPOSED TO BE USED IN THE CONSTRUCTION OF THE PROJECT. THE CITY OF MILLERSVILLE RESERVES THE RIGHT TO REFUSE ONE OR MORE OF SAID SUBCONTRACTORS IF FOUND TO BE UNACCEPTABLE.

23. ALL BIDDERS MUST SUBMIT THEIR QUALIFICATIONS AND AVAILABLE EQUIPMENT WITH THEIR BIDS. THE CITY SHALL RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS.

24. NO PRIVATE PROPERTY WILL BE PAVED, UNDER ANY CIRCUMSTANCE, DURING THE PAVING OF CITY STREETS BY THE CONTRACTOR.

END



September 28, 2017

City Manager
City of Millersville
1246 Louisville Highway
Millersville, TN 37072

Re: 2017 Asphalt Paving Bid Hourly Equipment Rental Prices

Rogers Group, Inc. is happy to furnish the following hourly rental rate for your use. These prices include the equipment, fuel, operator, overhead, taxes, and insurance.

Equipment	Hourly Rate
Motor grader	\$ 125.00
Base stone roller	\$ 100.00
Skid Steer Loader	\$ 92.50
Front End Loader	\$ 114.65
Dump Truck	\$ 95.00
Lowboy Tractor Trailer	\$ 200.00

Please call if you need any additional information

Sincerely,
Rogers Group, Inc.

Ricky Sanford
Estimator

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rogers Group, Inc.

421 Great Circle Rd, Nashville, TN 37228

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Millersville, Tennessee

1246 Louisville Highway, Millersville, TN 37072

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

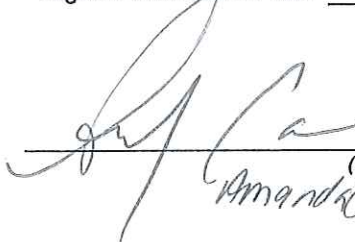
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

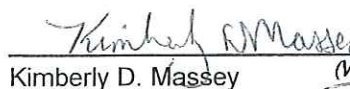
WHEREAS, the Principal has submitted a bid for 2017 Asphalt Paving Bid

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of September, 2017


(Witness)
Amanda Simon




(Witness)
Kimberly D. Massey

Rogers Group, Inc.
(Principal)

By:

Director of Contracts and Assistant Secretary

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

Attorney-in-Fact Sue J Hill

(Title)



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

232076

Certificate No. 007195647

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard C. Rose, Janice Fennell, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Sue J. Hill, Autumn Schneider, and Tina Foster

of the City of Knoxville, State of Tennessee, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of April, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 20th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of September, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.