

Board of Mayor and Aldermen Meeting Agenda

Town Hall 334 Atoka-Munford Avenue

Tuesday, March 09, 2021 7:00 p.m.

Invocation & Pledge of Allegiance

I.	Call to Order & Roll Call	
II.	Minutes a. Regular Board Meeting – February 09, 2021	Exhibit A
III.	Reports a. Financial Report ❖ 1. Sales Tax Report	Exhibit B
IV.	Old Business 1. Ordinance – Final Consideration – Water/Sewer Fees	Exhibit C
V.	New Business a. Presentation 1. Fiscal Year 2020 Audit Report ❖ 2. Aeneas Internet Update	Exhibit D
	 b. Special Event Approval 1. Atoka BBQ Fest – April 9-10, 2021 	Exhibit E
	 c. Ordinances & Resolutions Resolution – Approval of Fire Staffing (SAFER) Grant Submittal Resolution – HVAC Maintenance Resolution – Modifying Nancy Lane Park Rules for Atoka BBQ Fest d. Appointments Park and Recreation Advisory Board 	Exhibit F Exhibit G Exhibit H Exhibit I
	 Departmental Reports a. Code Enforcement b. Fire Department c. Parks Department d. Police Department e. Public Works Department 	Director Wallace Chief Posey Director Isbell Chief Rudolph Director Patrick
VII.	Miscellaneous Items from the Mayor, Board of Aldermen, Town Administrator	

VIII. Citizen Concerns

IX. Adjourn



Office of the Town Administrator

MEMORANDUM

- To: Honorable Mayor Daryl Walker & Board of Aldermen
- From: Marc Woerner, Town Administrator
- Re: Agenda items for March 09, 2021
- 1. Exhibit A Board Meeting Minutes The minutes from the Board's regular monthly meeting in February are included for review and approval.
- 2. Exhibit B Financial Reports The monthly report detailing fiscal year financial performance through the month of February is included in the packet for your review. Sales Tax revenues for January 2021 came in at \$ 364,811, an increase of \$62,558 over January 2020. Historically, the month of January proves to be the strongest month of the year for sales tax.
- 3. Exhibit C Ordinance Final Consideration Water and Sewer Fees This ordinance is <u>NOT</u> a change to water and sewer rates. It is only a revision to capture fees on items that the town is currently not receiving. The ordinance in your packet identifies the changes to the costs. Included in your packet is the memo from Director Patrick about recovering these costs.
- Exhibit D Presentation Annual Audit Report Jeff Hunter with Whitehorn, Tankersley & Davis, PLLC will review the annual audit for the fiscal year ending June 30, 2020. Following the presentation, the Board will formally receive the audit report.
- 5. Exhibit E Special Event Approval Atoka BBQ Fest The Atoka Parks & Recreation Department is planning to host the 2021 Atoka BBQ Fest April 9–10 at Nancy Lane Park. This action item will approve the event and a later action item on the agenda will formally adopt rules for the event.
- 6. Exhibit F Resolution Approval of Fire Staffing (SAFER) Grant The grant application is for SAFER funds for the purpose of adding full-time personnel to the Atoka Fire Department that will benefit the residents of the Town of Atoka. The SAFER grant provides funding for additional fire personnel for a period of three years, including base salaries and benefits. The fire department has provided a breakdown of personnel cost for three firefighters that is included in the packets. If the Board approves the SAFER grant submittal for 3 fire personnel

and the grant is awarded to the town, beginning in year 4, the town will need to support the personnel costs of approximately \$204,800.

- 7. Exhibit G Resolution Approval of HVAC Maintenance Contract The town put out a request for proposals for maintenance of its HVAC system. Emails were sent directly to several contractors and the town received three (3) responses. There is a bid tabulation in the packet for your review. Staff recommends that the HVAC maintenance contract be awarded to National HVAC Service at an annual maintenance cost of \$ 2,832.00. The agreement will run from April 1, 2021 through December 31, 2022.
- 8. Exhibit H Resolution Temporarily Modifying Nancy Lane Park Rules This resolution will formally adopt rules published for the 2021 Atoka BBQ Fest and, for the period of the festival only, suspend any park rules that conflict with the published festival rules. The rule suspensions only apply to those governed by the contest rules and not to the general public or other event attendees.
- **9.** Exhibit I Appointment of Parks and Recreation Advisory Board Director Isbell has included a memorandum in your board packet.
- **10. Department Reports** Monthly reports from the Departments have been included in the Board packet for your review.

If you have questions on any of these items prior to the Board meeting, please do not hesitate to call me.



TOWN OF ATOKA 334 Atoka-Munford Avenue Atoka, Tennessee 38004 Phone: (901) 837-5300

www.TownofAtoka.com

Town of Atoka Board of Mayor and Aldermen Public Hearing February 09, 2021 6:30 pm

Public Hearing - Re-Zoning Property off Maple Drive, Revisions to Zoning and Sign Ordinances, Planned Unit Development Ordinance - 6:30 pm

This time has been reserved to allow any public comments regarding an ordinance to amend Atoka's Municipal Zoning Map by rezoning Munford Development's property located off Maple Drive, from R-1 (Single Family Residential) District to R-2 (Medium Density Residential) District, an ordinance(s) to amend Atoka's Zoning and Sign Ordinance, and an ordinance to allow Planned Unit Developments. The first consideration of the ordinances took place on January 12, 2021 and notice of this public hearing was posted on January 21, 2021.

Present: Mayor Daryl Walker, Barry Akin, Danny Feldmayer, Brett Giannini, John Harber, Cody Pace, and Christy Renfrow.

Absent: None

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Kasey Culbreath, Police Chief Jessie Poole, Fire Chief Henry Posey, Park Director Dorothy Isbell, Public Works Director Dalton Patrick, Codes Director Rex Wallace, and Town Planner Shelly Johnstone and attached list.

Mayor Walker called the public hearing to order at 6:30 p.m.

Town Planner Johnstone reviewed the rezoning ordinance as presented from 6:30 to 6:35 pm. There were no public comments regarding the rezoning ordinance.

Town Planner Johnstone reviewed the Zoning Ordinance, the Sign Ordinance and the Planned Unit Development Ordinance as presented from 6:37 to 6:42 pm.

Brett Pickard of 165 Adkison Cr. expressed concerns regarding how the brightness of a sign will be measured and who is qualified to determine when a sign is damaged more than 75%.

Keith Richter of 124 Smithers expressed concerns regarding the zoning ordinance about trucks turning around in the cul-de-sac.

Alderman Feldmayer made a motion to close the public hearing. Alderman Harber seconded the motion. Roll call. Motion carried. The public hearing closed at 6:46 p.m.

Town of Atoka Board of Mayor and Aldermen Regular Monthly Meeting February 09, 2021 7:00 p.m.

The Invocation was led by Mayor Daryl Walker. All present joined in the pledge to the flag.

The meeting was called to order by Mayor Walker at 7:01 p.m. The meeting was broadcast also electronically via Zoom.

The Town of Atoka Board of Mayor and Aldermen met with the following:

Present: Mayor Daryl Walker, Aldermen Barry Akin, Danny Feldmayer, Brett Giannini, John Harber, Cody Pace and Alderwoman Renfrow



Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Kasey Culbreath, Police Chief Jessie Poole, Fire Chief Henry Posey, Park Director Dorothy Isbell, Public Works Director Dalton Patrick, Codes Director Rex Wallace and attached list.

Absent: None

Minutes Approval: Regular Monthly Board Meeting January 12, 2021 – Exhibit A - Alderman Feldmayer made a motion to accept the minutes as presented. Alderman Giannini seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes and Harber-yes. Motion carried.

Financial Report: Exhibit B – Administrator Woerner reviewed the financial report as presented. Alderman Feldmayer made a motion to accept the report as presented. Alderman Giannini seconded the motion. Roll Call. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes and Akin-yes. Motion carried.

Old Business:

- Ordinance 21-02-01 Final Consideration Munford Development Maple Drive Rezoning from R-1 to R-2 – Exhibit C – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance as presented. Alderman Akin seconded the motion. Roll Call. Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, Akinyes, and Giannini-yes. Motion carried.
- 2. Ordinance 21-02-02 Final Consideration Zoning Ordinance Amendments Exhibit D The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Harber made a motion to approve the ordinance amending the caption correcting the word "change" to "add" Building Inspector. Alderman Renfrow seconded the motion. Roll Call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes and Feldmayer-yes. Motion carried.
- 3. Ordinance 21-02-03 Final Consideration Sign Amendments Exhibit E The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Giannini made a motion to approve the ordinance as presented. Alderman Harber seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, and Harber-yes. Motion carried.
- 4. Ordinance 21-02-04 Final Consideration Planned Unit Development Exhibit F The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance as presented. Alderman Akin seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, and Pace-yes. Motion carried.

New Business:

- **1.** Appointments from the Board:
 - **a.** Chief of Police Alderman Feldmayer made a motion to appoint Anthony Rudolph as the Town of Atoka Chief of Police. Alderman Akin seconded the motion. Roll call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, and Feldmayer-yes. Motion carried.

2. Presentation – Fiscal Year 2020 Audit Report

a. Administrator Woerner advised the Board that Auditor Jeff Hunter was not able to attend the meeting due to illness. Alderman Akin made a motion to table the report until the next meeting. Alderman Pace seconded the motion. Roll call. Akin-yes, Giannini-yes, Harber-yes, Pace-yes, Renfrow-yes and Feldmayer-yes. Motion carried.

Ordinances and Resolutions:

- 5. Resolution 21-02-01 Fire Apparatus Grant Submittal Exhibit H Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Pace seconded the motion. Roll Call. Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes and Renfrow-yes. Motion carried.
- 6. Resolution 21-02-02 Fire Equipment Safety and Operation Grant Submittal Exhibit I Alderman Pace made a motion to approve the resolution as presented. Alderman Renfrow seconded the motion. Roll Call. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes and Akin-yes. Motion carried.
- Resolution 21-02-03 Fire Prevention/Public Education Grant Submittal Exhibit J– Alderman Pace made a motion to approve the resolution as presented. Alderman Harber seconded the motion. Roll Call. Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, Akin-yes and Giannini-yes. Motion carried.

- 8. Resolution Fire Staffing (SAFER) Grant Submittal Exhibit K– Alderman Feldmayer made a motion to table the resolution until the next meeting. Alderman Giannini seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes and Pace-yes. Motion carried.
- **9.** Resolution 21-02-04 Chief of Police Extension Service Exhibit L– Alderman Feldmayer made a motion to approve the resolution amending the begin date to February 13, 2021. Alderman Akin seconded the motion. Roll Call. Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes and Renfrow-yes. Motion carried.
- **10.** Resolution Sign Permit Moratorium Extension Exhibit M No action taken due to the Sign Ordinance approval earlier in the meeting.
- Resolution 21-02-05 Atoka Softball Agreement Exhibit N- Alderman Feldmayer made a motion to approve the resolution. Alderman Harber made a motion the amend the contract in Section 4 to change ending December 31, 2021 to read ending the remainder of the calendar year 2021. Alderman Akin seconded the motion. Roll call. Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, Akin-yes and Giannini-yes. Motion carried.
- 12. Ordinance- First Consideration- Water/Sewer Fees Exhibit O The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance as presented. Alderman Akin seconded the motion. Roll call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes and Feldmayer-yes. Motion carried.
- **13.** Recommendation from Public Safety Committee Open Burning Exhibit P Administrator Woerner reviewed Exhibit P with the Board. Mayor Walker asked for a motion to accept the recommendation. No motion was made and no action was taken to adopt a burn permit.
- 14. FY 2021-2022 Budget Planning Outline Exhibit Q Administrator Woerner reviewed the memorandum with the Board.
- **15.** Job Description Assistant to Town Administrator Exhibit R Administrator Woerner reviewed the job description with the Board. Alderman Feldmayer made a motion to approve the job description. Alderman Akin seconded the motion. Roll call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes and Harber-yes.
- **16.** Event Approval Food Truck Festival Exhibit S Director Isbell reviewed the event with the Board. Alderman Feldmayer made a motion to approve the event. Alderman Akin seconded the motion. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes and Akin-yes. Motion carried.
- 17. Long-Range Comprehensive Plan RFP Exhibit T Administrator Woerner reviewed the RFP with the Board. Mayor Walker appointed an evaluation and selection committee to review the RFP. The committee members are Alderman Giannini, Alderman Harber, Alderwoman Renfrow, Mayor Walker, Town Administrator Woerner, Town Planner Johnstone, Town Engineer Ledsinger, And Town Staff Faurbo. Alderman Feldmayer made a motion to move forward with the committee. Alderman Akin seconded the motion. Roll call. Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes. Motion carried.

Departmental Reports:

- 1. Code Enforcement: Director Wallace reviewed the report as presented. Director Wallace advised the Board of the certificate of occupancy process with the Board.
- 2. Fire Department: Chief Posey reviewed the report as presented. Chief Posey advised the Board of the following: The fire department hosted a Leadership Class last week. There is a winter storm warning issued for the next few days. Alderman Harber reminded Chief Posey that the Boy Scouts' Flag Retirement Ceremony will be February 15th at 5 pm at Nancy Lane Park.
- 3. **Parks Department:** Director Isbell reviewed the report as presented. Director Isbell advised the Board of the following: The Greenway Trail Phase II will have a final walk-through next week. Pioneer Park will need additional work done to stabilize the bank.



- 4. **Police Department:** Chief Poole reviewed the report as presented. Chief Poole advised the Board that the police department received training for the AED's that have been placed in all the police vehicles. Chief Poole will be selling the motorcycle on Gov Deals.
- 5. **Public Works Department:** Director Patrick reviewed the report as presented. Director Patrick advised the Board of the following: Work has been completed on the Pioneer Park parking lot. Public Works staff is preparing the roads with brine due to the winter storm warning issued.

Miscellaneous Items from the Mayor, Board of Aldermen, Town Administrator:

- 1. Alderman Akin complimented the Town staff and volunteers on a job well done during the Community Clean Up on Friday January 29th.
- 2. Administrator Woerner advised the Board that Waste Pro has made some improvements with the trash and recycling collections by adding additional trucks to the route.
- **3.** Alderman Feldmayer asked what action needs to be taken to remove or eliminate the wording for the burn permit in the fire code. Administrator Woerner advised the Board would need to take action on specific exemptions of the fire code.
- 4. Alderman Harber asked for an update on the RFP for the HVAC system. Administrator Woerner advised the RFP was put out today on the website.

Citizen Concerns:

- 1. County Commissioner Stephen Shopher advised that Governor Lee has announced that additional grant money has been issued for counties and municipalities in Tennessee. Mr. Shopher participated in the Community Clean Up Day and is donating \$100.00 to use as a prize to encourage more community involvement.
- 2. Bill Austin of Clay Cove asked when the Roundabout Project will start. Mayor Walker advised that it is set to start mid-March weather permitting.
- **3.** Keith Richter of 124 Smithers expressed concerns regarding the assistant position approved tonight. He is in favor of the Food Truck Festival, the Community Clean Up effort, and the budget timeline.
- 4. Guy Critelli of Beverly Drive expressed concerns about detour signage when the Roundabout project starts.

Adjournment:

Alderman Feldmayer motioned to adjourn to a closed meeting for legal advice. Alderman Akin seconded the motion. The meeting adjourned at 9:02 pm.

The Town of Atoka Board of Mayor and Aldermen met in a closed session meeting for legal advice in accordance with Tennessee Code Ann. Section 9-3-405.

Members Present: Mayor Daryl Walker, Aldermen Barry Akin, Danny Feldmayer, Brett Giannini, John Harber, Cody Pace and Christy Renfrow.

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner and Town Attorney Kasey Culbreath,

Absent: None

The meeting began at 9:05 pm.

Mayor Walker motioned to adjourn the closed session. Alderman Feldmayer seconded the motion.

The Town of Atoka Board of Mayor and Aldermen came out of closed session to open session at 9:32 pm.

Alderman Feldmayer motioned to adjourn the open session. Alderman Harber seconded the motion. The meeting ended at 9:32 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder



SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Eight Months Ending February 28, 2021

General Fund	8 month	% of Budget	
Revenues:	Actual	Budget	Total Budget
Property Tax	2,168,083	97.6%	2,222,500
Sales Tax	2,046,837	81.1%	2,523,000
Grants	766,755	30.7%	2,497,277
Other Revenues	1,556,299	166.5%	934,441
Total	6,537,974		8,177,218
Expenditures:			
Legislature & Judicial	40,352	66.2%	61,000
Finance & Administration	287,289	52.2%	550,763
Police	1,315,686	62.6%	2,100,592
Fire	1,110,406	69.7%	1,594,245
Planning & Inspection	183,823	87.2%	210,916
Streets	412,744	20.6%	1,998,877
Parks & Recreation	1,277,178	78.3%	1,630,590
Total	4,627,478		8,146,983
Excess Revenue Over Expenditures	1,910,496		30,235
Cash on Hand at End of Period (1)	3,905,348		

State Street Aid Fund			
Revenue	198,682	60.2%	330,000
Expenditures	60,327	18.3%	330,000
Excess Revenue Over Expenses	138,355	0	
Cash on Hand at Beginning of Year	162,818		
Cash on Hand at End of Period	301,173		

Drug Fund			
Revenue	713	1.8%	40,000
Expenditures	4,929	82.2%	6,000
Excess Revenue Over Expenses	-4,216	0	34,000
Cash on Hand at Beginning of Year	29,118		
Cash on Hand at End of Period	24,902		

(1) Does not include Fire Dept, Celebrate, and Park AC of:

507,486



Solid Waste Collections			
Revenue	367,588	62.3%	590,000
Expenditures	306,111	53.2%	575,000
Excess Revenue Over Expenses	61,477	0	15,000
Cash on Hand at Beginning of Year	123,460		
*Cash on Hand at End of Period	184,937		

SUMMARY OF FINANCIAL CONDITION WATER FUND

For the Eight Months Ended February 28, 2021

Cash on Hand at Beginning of Year	\$ 2,554,547
Cash on Hand at End of Period	\$ 2,887,802
Total Bonds/Notes outstanding 02/28/21	\$ 2,276,400

Net Income(Regulator	ry Basis) vs. 2	Prior Yea	r	
		2/28/2021		2/29/2020
Revenues	\$	1,739,093	\$	1,593,854
Expenses				
Water Purchases	\$	346,061	\$	337,373
Sewer Treatment Fees	\$	83,366	\$	121,835
Payroll and Benefits	\$	324,905	\$	369,001
System Maintenance	\$	323,553	\$	274,023
System Operation	\$	72,853	\$	63,730
Billing and Payments	\$	51,013	\$	71,060
Other Expenses	\$	130,654	\$	128,115
Depreciation	\$	316,665	\$	293,333
Total	\$	1,649,070	\$	1,658,470
Net Income (loss)	\$	90,023	\$	(64,616)

Total - All Funds:

7,964,029

Note: Prior year amts for System Operation, Billing and Payments, and Other Expenses combined under Other Expenses.





Public Works Department



MEMORANDUM

To: Board of Mayor and Aldermen

From: Dalton Patrick, Director, Public Works

Date: February 9th, 2021

Re: Recovering Costs of Materials

Good evening,

This letter is to address the raising of our prices on some of our items that we have not been recovering cost on in the past. All too often contractors and developers, whether it be intentional or not, cause damage to some of our products out in the field. After careful research I have found that we need to raise some of our prices to recoup these losses. I have included in this packet the price changes to reflect these costs. We will also be revisiting some similar issues in the coming weeks and months during the budget cycle.

ORDINANCE NUMBER

Exhibit C

AN ORDINANCE TO AMEND TITLE 18 CHAPTER 4 SECTION 403 AND 404 OF THE ATOKA MUNICIPAL CODE RELATED TO WATER AND SEWER SERVICE RATES.

WHEREAS, the Title 18 Chapter 4 Section 403 of the Atoka Municipal Code of Ordinances sets the various fees for water and sewer service provided by the Town of Atoka; and

WHEREAS, the Town seeks to charge fair and reasonable fees for water and sewer services provided by the Town; and

WHEREAS, the Town must, from time to time, evaluate it water and sewer rate structure to maintain the financial integrity of the system.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, THAT:

SECTION 1. Title 18 Chapter 4 Section 403 (1) of the Atoka Municipal Code is amended to read as follows.

(1) <u>Water Rates</u>. The following rates and fees shall be charged to water customers:

Minimum (includes first 1,000 gallons)	\$ 10.00
Each additional one thousand gallons	\$ 3.85

SECTION 2. Title 18 Chapter 4 Section 403 (2) of the Atoka Municipal Code is amended to read as follows.

(2) <u>Sewer Rates</u>. The following rates and fees shall be charged to water customers:

		Meter Size
Minimum	\$ 6.88	5/8 to 3/4 inch
Minimum	\$ 8.74	1 inch
Minimum	\$ 17.03	1-1/2 inch
Minimum	\$ 22.56	2 inch
Minimum	\$ 36.81	3 inch
Each additional one thousand gallons	\$ 4.75	
Grease tank pumping	\$ 50.00	
Minimum Minimum Minimum Each additional one thousand gallons	\$ 8.74 \$ 17.03 \$ 22.56 \$ 36.81 \$ 4.75	1 inch 1-1/2 inch 2 inch

SECTION 3. Title 18 Chapter 4 Section 403 (3) of the Atoka Municipal Code is amended to read as follows.

(3) <u>Connection / Tap fees</u>. The following fees shall be charged to customers for tapping onto the Town's water or sewer lines. These fees shall include all materials and labor for the Town to complete the connection.

	Inside Atoka	Old Price
Primary Water Connection	\$ 700.00	
Sewer Connection	\$ 600.00	
Auxiliary Water Connection	\$ 400.00	
Grinder Pump Installation	<mark>\$ 3,100.00</mark>	\$2800.00
Water Service Relocation using Existing Meter	\$ 400.00	

SECTION 4. Title 18 Chapter 4 Section 403 (4) of the Atoka Municipal Code is amended to read as follows.

(4) <u>Account Activation/Relocation fee.</u> The following fees shall be charged to customers requesting a new service, a name change on an existing service, or a relocation of service:

	Atoka
Water Connection – Property Owner	\$ 35.00
Sewer Connection – Property Owner	\$ 40.00
Water Connection – Property Renter	\$ 60.00
Sewer Connection – Property Renter	\$ 50.00

March 09, 2021

Exhibit C



(5) <u>Penalties and Service fees</u>. The following fees shall be charged to customers as defined:

Late payment penalty	10% of bill due
Fee to restore service during business hours	\$ 25.00
Fee to activate service after business hours	\$ 40.00
Fee to restore service after business hours	\$ 85.00
Returned check fee	\$ 30.00

SECTION 6. Title 18 Chapter 4 Section 403 (6) of the Atoka Municipal Code is amended to read as follows.

(6) <u>Damaged or Destroyed equipment fees</u>. The following replacement fees shall be charged to customers who destroy, disable or otherwise damage town equipment.

	Old Prices	New Prices
Water meter box lock	\$10.00	\$50.00
Concrete meter box lid	\$20.00	<mark>\$85.00</mark>
Concrete meter box	\$50.00	<mark>\$135.00</mark>
Sewer tank riser	\$50.00	\$70.00
Sewer tank lid	\$100.00	<mark>\$125.00</mark>
Water meter	\$200.00	\$280.00

SECTION 7. Title 18 Chapter 4 Section 404 of the Atoka Municipal Code is amended to read as follows.

18-404. <u>Non-refundable Water and Sewer Connection fees.</u> The following non-refundable connection fees shall apply:

- (1) <u>Water Service</u>. Residents. Each prospective water customer who owns property on which they reside within the corporate limits shall pay a (\$35.00) nonrefundable connection fee and each prospective water customer who rents property within the corporate limits shall pay a (\$60.00) non-refundable connection fee to secure water service to his or her residence or business.
- (2) <u>Sewer Service</u>. Residents. Each prospective sewer customer who owns property on which the reside within the corporate limits shall pay (\$40.00) non-refundable connection fee and each prospective sewer customer who rents property within the corporate limits shall pay a (\$50.00) non-refundable connection fee to secure to his or her residence or business.

Exhibit C

SECTION 8. This Ordinance shall become effective immediately upon its adoption, the public welfare requiring it.

PASSED at the First Reading by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 9th day of February, 2021.

PASSED at the Second Reading by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 9th day of March, 2021.

ATTEST:

W. Daryl Walker, Mayor

Town Recorder

TOWN OF ATOKA, TENNESSEE STATEMENT OF NET POSITION JUNE 30, 2020



4.005754		ERNMENTAL CTIVITIES		SINESS-TYPE ACTIVITIES		TOTAL
ASSETS						
Cash in bank	S	2,913,103	S	2,102,154	S	5,015,257
Investments - certificates of deposit		*		486,472		486,472
Taxes receivable, net		2,265,654		-		2,265,654
		51,855		178,717		230,572
Receivables from other governments		600,701		-		600,701
Inventory		71,174		-		71,174
Internal balances		(282)		56,106		56,106
Restricted assets		(283)		283		•
Capital assets not being depreciated						12
Land		1,248,246		35,000		1 397 744
Construction in progress .		255,424		22,000		1,283,246
Capital assets (net of accumulated depreciation)		200,929		-		255,424
Buildings and improvements		6,067,714		272,062		6,339,776
Vehicles and equipment		783,059		155.075		938,134
Infrastructure		7,498,737		100,070		7,498,737
Utility plant in service				7,843,709		7,843,709
Net pension asset		17,960		2,717		20,677
TOTAL ASSETS		21,773,344		11,132,295		32,905,639
				11(10010/0		52,705,059
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows - pension		758,585		114,752		873,337
TOTAL ASSETS AND DEFERRED						
OUTFLOWS OF RESOURCES	<u>\$</u>	22,531,929	<u>s</u>	11,247,047	5	33,778,976
LIABILITIES						
Accounts payable	S	213,302	s	106,672	s	319,974
Accrued expenses		200,676	-	39,381	0	240,057
Customer deposits		•		42,720		42,720
Bonds payable	1.0					• • • • •
Due within one year		271,340		163,666		435,006
Due in more than one year		4,568,107		2.186,738		6,754,845
TOTAL LIABILITIES		5,253,425		2,539,177		7,792,602
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - property tax		2,257,337		•		2,257,337
Deferred inflows - pension		148,280		22,431		170,711
OF RESOURCES		2,405,617		22,431		2,428,048
NET POSITION						
Net investment in capital assets		11,013,733		5,955,442		16,969,175
Restricted for						
Solid waste expenditures		135,936		-		135,936
Street expenditures		218,664		•		218,664
Drug enforcement		29,118		-		29,118
Grant programs		71,174		-		71,174
Unrestricted		3,404,262		2,729,997		6,134,259
TOTAL NET POSITION		14,872,887		8,685,439		23,558,326
TOTAL LIABILITIES, DEFERRED						
INFLOWS OF RESOURCES,		342				
AND NET POSITION	<u>s</u>	22,531,929	<u>s</u>	11.247,047	<u>s</u>	33,778,976

See notes to financial statements

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March 5 Exhil	ENUE AND CHANGI BUSINESS-TYPE ACTIVITIES	\$	· · /	ſ	(305,974)	(305,974)	(305,974)	22,099	(283,875)	8,969,314	<u>5</u> 8,685,439
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TOWN OF ATOKA

Event Proposal

Event:Atoka BBQ FestivalDate:April 9-10, 2021

Sponsor:Atoka Parks & RecreationTime:Varies

March 09, 2021 Exhibit E

Description: The event is proposed as a barbecue festival to be held at Atoka's Nancy Lane Park. The event will be a three-day event with sponsor dinner on Thursday, teams arriving on Friday with live music on Friday evening. Contest judging will talk place Saturday throughout the day. The event concludes with an awards ceremony beginning at approximately 5:00pm on Saturday. There will also be no road closures as a part of the event. The primary location for the event is circled below-with overflow parking on the grass area north of the softball complex.

<section-header><image><image><image>

Recommendation: Staff recommends approval of event

A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT PROGRAM.

WHEREAS, the Federal Emergency Management Agency has responsibility for the administration of the Staffing for Adequate Fire and Emergency Response (SAFER) grant program which is designed to assist communities in adequately staffing fire departments to respond to the fire and medical needs in their communities; and

WHEREAS, the Town of Atoka, acting by and through its Board of Aldermen proposes to apply for FY 2020 SAFER funds for the purpose of adding full-time personnel to the Atoka Fire Department that will benefit the residents of the Town of Atoka; and

WHEREAS, the Town of Atoka will provide local financial support in conjunction with the SAFER funds to equip and train new employees and will designate and appoint a Financial Officer to perform certain duties in the administration of said grant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, TENNESSEE as follows:

SECTION 1. Mayor Daryl Walker is hereby authorized to execute and submit an application with appropriate assurances to the Federal Emergency Management Agency requesting FY 2020 SAFER funds for the hiring of additional firefighters for the Atoka Fire Department.

SECTION 2. Mayor Daryl Walker is hereby designated and appointed as Financial Officer and to perform on behalf of the Town of Atoka, Tennessee, those acts and assume such duties as are consistent with said position.

SECTION 3. The Town Recorder is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

SECTION 4. This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 9th day of March 2021.

Mayor

ATTEST:

Town Recorder

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Atoka Fire Department Employee Salary and Benefit Breakdown

All calculations are base salaries only not including FLSA or overtime pay. SAFER grant funding will only cover base plus benefits and the Town will be liable for overtime pay for the positions listed above. Yearly increases are based on historical 2% pay increases and benefits are based on a 30% calculation of the base pay scale. Year 1 pay is calculated on a projected hire date after July 1 and includes a presumed 2% base increase, a six month probationary period, and benefit package for topped out pay scale.

\$204,800.81

\$195,826.92

Three Positions

Town Hall HVAC Maintenance Bid Tabulation

Friday, February 26, 2021

Contractor	Address	oor per Hour	Annual Maintenance Cost
National HVAC Service	4105 Hickory Hill Rd., Memphis, TN	\$ 85.00	\$ 2,832.00
Mechnical Systems, LLC	3965 Old Getwell Rd., Memphis, TN	\$ -	\$ 5,164.00
Holley Mechanical	6068 Masters Woods Cove, Arlington, TN	\$ 89.00	\$ 6,392.00



RESOLUTION NO.

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND NATIONAL HVAC SERVICE FOR HEATING AND COOLING SYSTEMS PLANNED MAINTENANCE.

WHEREAS, the Town of Atoka, Tennessee desires to retain preventative maintenance and inspection services related to the heating, cooling, and air handling systems on the Atoka Municipal Complex; and

WHEREAS, the initial installation warranty period is expiring, and preventative maintenance is the most appropriate way to maintain the system for peak performance going forward; and

WHEREAS, National HVAC Service has the capacity to provide the desired services to the Town and has submitted a proposal that is determined to be in the best interests of the Town in providing the services; and

WHEREAS, under the proposal, National HVAC Service will provide the required services and charge the appropriate fees for said services, as more fully described in the proposed agreement attached to this resolution and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, TENNESSEE as follows:

SECTION 1. The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby approves and accepts the agreement by and between the Town of Atoka, Tennessee, and National HVAC Service in substantively the same form and content as the agreement has been proposed.

SECTION 2. The Mayor is authorized and directed to execute and the Town Recorder is hereby authorized and directed to attest and fix the seal of the Town of Atoka, Tennessee on the agreement in substantively the same form and content as the agreement has been proposed.

SECTION 3. The Town Recorder is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

SECTION 4. This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 9th day of March 2021.

Mayor



ATTEST:

Town Recorder



National HVAC Service

Building Efficiency and Sustainability

A Service Logic Company

4105 Hickory Hill Road, Suite 101 Memphis, TN 38115 nationalhvacservice com

Service Agreement

Planned Maintenance

February 25, 2021

Proposal Prepared For City of Atoka, TN

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Confidential & Proprietary Page 1 of 8 Client

National HVAC 149 South Park Court Nashville, TN 37210

Contact: Derrek Gardner Email: dgardner@nationalhvacservice.com (Herein after referred to as 'Company') City of Atoka, TN

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Contact: Marc Woarner Email (Herein after referred to as 'Client')

Service Logic and its contractors will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch

Location of Service

National HVAC - Memphis 4105 Hickory Hill Road, Suite 101 Memphis, TN 38115 Atoka City Hall 344 Munford Atoka Avenue Atoka, Tennessee 38004

Confidential & Proprietary Page 2 of 8

Scope of Services

Planned Maintenance

National HVAC has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, National HVAC has customized the following services to meet your objectives.

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections

National HVAC shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests

National HVAC shall provide a physical check and/or test the system(s) and components included in the Agreement. The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by City of Atoka, TN and National HVAC.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance

National HVAC shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience

4. Predictive Maintenance

National HVAC shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services

National HVAC shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Confidential & Proprietary Page 3 of 8

Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
Packaged Roof-Top Air Conditioning Unit - 12.5-20 Tons	1		Trane		
VAV Box	25				
Building Automation System	1				·····
Exhaust Fan - 4-10 HP	2				
Split System - 7-10 Tons	1		Trane		
Mini Split	2				
Packaged Roof-Top Air Gonditioning Unit - 7-10 Tons	1				

Service Frequency

Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
Packaged Roof-Top Air Conditioning Unit - 12.5-20 Tons	2	2
VAV Box	1	0
Building Automation System	1	0
Exhaust Fan - 4-10 HP	1	1
Split System - 7-10 Tons	2	2
Mini Split	2	2
Packaged Roof-Top Air Conditioning Unit - 7-10 Tons	2	2

Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
6	4		24x20x1 POLY - Frame, Disposable	Packaged Roof-Top Air Conditioning Unit - 12.5- 20 Tons
4	4		24x20x2 A3 - Frame, Pleated	Split System - 7-10 Tons
4	4		24x20x4 A3 - Frame, Pleated	Packaged Roof-Top Air Conditioning Unit - 7-10 Tons

Authorization

The initial term of this Agreement will commence on 4/1/2021 and shall continue through 3/31/2022. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Agreement price is **\$2,832.00** the first year. This Agreement is payable **\$708.00** Quarterly from 4/1/2021 to 3/31/2022. This agreement price does not include applicable state and local sales and use tax.

Offered By: National HVAC - Memphis	Approved For: City of Atoka, TN
Derrek Gardner Project Sales Rep	Print Name
Approved for Company by:	Signature
Jet c	Title
Date 2-25-2021	Date
Please sign and email to Derrek Gardner at dgardner@nationalhvacservice con	m

THANK YOU FOR YOUR BUSINESS!

Confidential & Proprietary Page 5 of 8

Terms and Conditions

1. Scope of Work.

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order The Work will be performed pursuant to these Terms and Conditions and the Work Order The terms "Client" and "Company" have the meanings set forth on the Work Order Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill, or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/ company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses. low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services Client shall be responsible for the cost of any additional replacement refrigerant

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials, (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore, or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted

2 Access

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles

3 Charges; Additional Services; Changes.

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly, or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately

4 **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than thirty (30) days after the date of the invoice, pay all Charges invoiced by Company All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such thirty

(30) day period, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.

- 5 **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term") Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term
- 6 **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed, (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days, or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed
- 7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its
 - obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Âgreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Defaulting Party has not cured the default specified in the Notice of Default (30) day to cure the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law
- 8 **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
- 9 **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- 10 **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
- 11 Litigation; Attorneys' Fees. In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action
- 12 Force Majeure. Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage
- 13. Indemnification. To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, officers, directors, members, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group
- 14 Limited Warranty. Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement, and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work, provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group, and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK

Confidential & Proprietary Page 7 of 8 PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT

15 Limitation of Liability.

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITH'STANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above

Signature:

Date:

Confidential & Proprietary Page 8 of 8

RESOLUTION NO.

A RESOLUTION TEMPORARILY MODIFYING PARK RULES AND REGULATIONS RELATED TO THE ATOKA BARBECUE FESTIVAL.

WHEREAS, the Board of Mayor and Aldermen has given special event approval to the Atoka Barbecue Festival to be sponsored by the Town of Atoka and held at Nancy Lane Park on April 9 - 10, 2021; and

WHEREAS, rules and regulations have been issued to all registered teams and vendors related to the festival and their participation in the festival is contingent on their adherence to the published rules and regulations, as more fully described in the rules and regulations attached to this resolution and incorporated by reference herein; and

WHEREAS, the rules governing Nancy Lane Park and the rules and regulations governing the festival conflict on various issues including overnight occupancy, off-pavement driving and alcohol consumption; and

WHEREAS, the Town of Atoka will monitor activity and behavior to ensure that festival participants adhere to all published rules and regulations governing the festival.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, TENNESSEE as follows:

SECTION 1. The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby suspends any park rule or regulation at Nancy Lane Park in conflict with the published rules and regulations of the Atoka Barbecue Festival effective at 4:00 p.m. on Thursday, April 8, 2021 and ending on Saturday, April 10, 2021 at 10:00 p.m.

SECTION 2. The suspension of any park rule or regulation applies only as specified in the published rules and regulations of the Atoka Barbecue Festival and only to Nancy Lane Park.

SECTION 3. This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 9th day of March 2021.

Mayor

ATTEST:

Town Recorder



TOWN OF ATOKA

334 Atoka-Munford Avenue Atoka, Tennessee 38004 Phone: (901) 837-5300 www.TownofAtoka.com



MEMORANDUM

- To: Board of Mayor & Alderman
- From: Dorothy Isbell, Parks and Recreation Director
- Re: Appointment of Board positions for the Parks and Recreation Advisory Board

March 2, 2021

Title 2: Board and Commissions Section 2-202 of the Municipal Code of Ordinances requires that the (7) members are appointed by the board of mayor and alderman.

"...the membership of the parks and recreation advisory board shall consist of seven (7) members, appointed by the board of mayor and alderman"

The Town received 5 letters of interest that was reviewed by the Mayor and Parks and Recreation Director. As a result of the process, we submit the following (2) for reappointment of a three year term and the following (1) for a two year term to replace a vacant position.

Parks and Recreation Advisory Board

Mr. Larry Bogard (3) Mr. Terry Sauber (3) Guy Critelli (2)

As specified by the Ordinance, we are hereby submitting the following recommendation for appointment effective March 2, 2021.

Respectfully submitted,

Mayor

Parks and Recreation Director

Code Enforcement Monthly Report Fiscal Year 2021

PERMIT INFORMATION	JUL	AUG	SEPT	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Building Permit - Commercial					1		1						2
Building Permit - Industrial													0
Building Permit - Residential - Addition	1			2			2						ß
Building Permit - Residential - New Build	14	11	13	9	9	10	12	3					75
Building Permit - Residential - Upstairs Finish			1		3	2	1	2					6
Misc Permit - Detached Garage		1											1
Misc Permit - Fence					1								
Misc Permit - Fireworks Stand				1	1	1							m
Misc Permit - Pool Permit	5	1	12	1		1		1					21
Misc Permit - Sign Permit	1		1	1	1								4
Misc Permit - Storage Shed	8	4	2	4	7	2							22
TOTAL PERMIT INFORMATION	24	17	29	15	20	16	16	9	0	0	0	0	142
CERTIFICATE OF OCCUPANCY	JUL	AUG	SEPT	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Certificate of Occupancy - Commercial												1	1
Certificate of Occupancy - Industrial													0
Certificate of Occupancy - Residential	7	4	17	7	2	7	4	5					53
TOTAL CERTIFICATE OF OCCUPANCIES	7	4	17	7	2	7	4	5	0	0	0	1	54
BUILDING INSPECTIONS	IUL	AUG	SEPT	ост	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Form Board / Set Back Inspection	11	3	15	6	3	4		4					49
Footing Inspection													0
Plumbing Inspection		3	11	16	7	12	6	1					59
Sheeting Inspection	7	5	12	10	6	6	11	3					66
Brick Ties Inspection	7	9	12	7	9	10	10	5					63
Framing Inspection	8	5	10	8	9	21	16	8					82
Insulation Inspection	7	2	10	4	9	10	12	12					63
TOTAL BUILDLING INSPECTIONS	40	24	70	54	37	66	58	33	0	0	0	0	382
CODE ENFORCEMENT ACTIONS	IUL	AUG	SEPT	ост	NON	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Municipal Court Citations													0
Property Maintenance Complaints - Closed	37	39	17	21	24	12	16	13					179
Property Maintenance Complaints - Received	56	91	47	36	20	13	21	15					299
TOTAL CODE ENFORCEMENT ACTIONS	93	130	64	57	44	25	37	28	0	0	0	0	478
PERMIT FEES	IUL	AUG	SEPT	ост	NON	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Collected Fees	\$8'322	\$6,758	\$9,035	\$4,520	\$4,334	\$5,680	\$6,698	\$1,790					\$47,170
TOTAL PERMIT FEES	\$8,355	\$6,758	\$9,035	\$4,520	\$4,334	\$5,68 0	\$6,69 8	\$1,790	\$0	\$0	\$0	\$0	\$47,170
COMMENTS Fence Permits issued:													





February-21						
Incidents	Current Month	Previous Month	Current Month Last Year	Year to Date	Dollar Loss	Dollar Saved
Structure Fires-Atoka	3	1	2	4		
Structure Fires-County Area	3	3	5	6		
Total	6	4	7	10	\$0	\$0
Fires Other-Atoka	4	1	6	5		
Fires Other-County Area	1	2	2	3		
Total	5	3	8	8		
HazMat Calls-Atoka	2	1	2	3		
HazMat Calls-County Area	0	0	0	0		
Total	2	1	2	3		
MVA-Atoka	5	12	9	17		
MVA-County Area	4	2	2	6		
Total	9	14	11	23		
EMS Calls-Atoka	72	54	50	126		
EMS Calls-County Area	12	9	8	21		
Total	84	63	58	147		
Other Calls (Service, Good						
Intent)-Atoka	17	20	3	37		
Other Calls (Service, Good						
Intent)-County Area	0	1	0	1		
Smoke Alarm Checks	41	37	36	78		
Smoke Alarm Installs	2	3	4	5		
Total	17	21	3	38		
Mutual Aid Given	5	6	6	11		
Mutual Aid Received	4	5	7	9		
Total Calls-Atoka	103	89	72	192	\$0	\$0
Total Calls-County Area	20	17	17	37	\$0	\$0
Totals for the Month	123	106	89	229	\$0	\$0
Vehicle Fleet Status	DAYS OUT	OF SERVICE		COMN	MENTS	
ENGINE 11 Smeal						
ENGINE 12 Wilson	0	OS		Bad pump	/Batteries	
ENGINE 13 Pierce						
BRUSH TRUCK 13 Ford						
Reserve Firefighter Hours	Training	Work	Total Hours	YTD Hours		
	45	90	135	265		
Comments						

Atoka Parks and Recreation

March Monthly Report- Calendar Year 2020-2021

Prog	ram / League	Information					
Description	Parti	cipants	Dee	D			
Description	This Year	Last Year	Pro	ogram Cost	Fe	es Collected	
Camp- Fall Break	7	9	\$	365.00	\$	550.00	
Camp - Spring Break		N/A (COVID)					
Camp - Summer - Lego Camp		13	1				
Camp - Summer - Adventure Camp	16	25	\$	705.00	\$	1,240.00	
Class - Art - Fall	19	10	\$	904.40	\$	1,425.00	
Class - Art - Spring	26	25	1	TBA	\$	1,950.00	
Class - Art - Summer		N/A	1				
Sport - A - Kickball - Fall (teams)	5	5	\$	1,187.98	\$	1,466.00	
Sport - A - Kickball - Spring (teams)		N/A (COVID)	Ī				
Sport - A - Softball (teams)	9 (2020)	11 (2019)	\$	3,221.20	\$	3,600.00	
Sport - Little Sports - Winter	25	20	1	TBA	\$	1,500.00	
Sport - Y - Little Sports - Blast Ball		34 (2020)	1				
Sport - Y - Little Sports - Tball		26 (2020)	1				
Sport - Y - Soccer - AYSO - Fall	150	172	\$	8,385.94	\$	10,500.00	
Sport - Y - Soccer - AYSO - Spring		N/A (COVID)	1				
Sport - Y - Softball - DYSB - Fall	280	260	1				
Sport - Y - Softball - DYSB - Spring		N/A (COVID)	Ī				

Spe	cial Event Info	ormation		
Description	Partici This Year	pants Last Year	Event Cost	Fees/Donations Collected
Event - Atoka BBQ Fest (teams)		CANCELLED DUE TO COVID		
Event - Christmas Decorating	14	14	\$ 189.34	
Event - Easter Bunny Brunch	24 (limited due to COVID)	CANCELLED DUE TO COVID		
Event - Rock the Block	300+ cars	1,000-2,000	\$ 11,070.55	\$-
Event-Autumn in Atoka	50	N/A	-	\$ 200.00
Event - Safe Night Out	1,100	1,000	\$ 3,259.00	\$ 3,775.00
Event - Santa's Ride - Meet/Greet	MEET/GREET CANCELLED	100+	w/ Tree Lighting	
Event - Tree Lighting	200+	300+	\$ 2,418.38	
Movies in the Park: Frozen 2	48 cars	100	-	\$-
Tournament (1-day) - Sweet Southern Heat Showdown	17 teams	N/A		\$ 350.00

	Fis	cal Perform	าลเ	nce				
Description		Current	t M		Cι	irrent Fiscal	1	Last Fiscal Year
		This Year		Last Year		YTD		
Rentals - Facility Rentals	\$	165.00			\$	545.00	\$	360.00
Sales - Concession Stand - NLP	\$	-	\$	-	\$	21,065.00	\$	19,853.13
Sales - Concession Stand - WP	\$	-	\$	-	\$	857.77	\$	1,807.66

Citizer	Service / Park	Maintenanc	e	
Description	Current	t Month	Current Year	Leat Veen
Description	This Year	Last Year	to Date	Last Year
Q-Alert Service Requests Closed	0	0	10	42

Softball meetings and soccer coach meetings have been underway to start practices end of Feb. beginning of March. Prepping parks for Spring is also in progress. BBQ Fest planning is still continuing with a good number of teams registered at this point. Bunny Brunch is filling up quick and we are happy to be able to have it. Spring Break Camp registration is underway. Spring Art Camp has started and is a full house this session.



Atoka Police Department 68 Atoka - McLaughlin Drive



	TN Incident E	Based Reporting S	ystem - Part 1 Crimes
Town of Atoka		365 Days	
3/7/2021	2020	2021	+/-/=
Assault-Agg(All)	1	4	3
Assault-Agg	0	1	1
Assault-Agg DV	1	2	1
Child Abuse Agg	0	1	1
Auto Thft	1	3	2
Bur-Non-res	0	0	0
Bur-Residential	2	1	-1
Bur-Bus	3	0	-3
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	12	8	-4
Shoplift Fel	0	0	0
Shoplift Misd	6	0	-6
Th Build	1	0	-1
Th Fr M/V	3	1	-2
Th Veh Parts	0	1	1
Th Other Trailer	0	1	1
Other Th/Non-Specific	2	5	3
Rape	2	0	-2
Robbery-Bus	0	0	0
Robbery-Per	0	0	0
Robbery-In	0	0	0
Carjacking	0	0	0
Part 1 Totals	21	16	-5



Atoka Police Department 68 Atoka - McLaughlin Drive



	Ac	ditional Crimes &	Statistics
Town of Atoka	Year to Year Comp	parison	
3/7/2021	2020	2021	+/-/=
Fraud	6	4	-2
ID Theft	2	2	0
Credit Card	0	0	0
Swindle / Scheme	4	2	-2
Counterfeit / Forgery	1	0	-1
Weapons	0	1	1
MV Crash	43	40	-3
Injury	3	8	5
Hit and Run	1	2	1
Property damage	42	30	-12
Drugs / Narcotics	4	5	1
Felony	1	3	2
Misdemeanor	2	1	-1
Driving under Influence	1	1	0
Additional Totals	54	50	-4
Misc Reports	18	65	47
Bus and Res Alarms	32	44	12
Calls for Service	521	1,242	721

Atoka Public Works

Monthly Report - Calendar Year 2021

CUSTOMER ACCOUNTS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW ACCOUNTS OPENED	19	13											32
EXISTING ACCOUNTS CLOSED	15	2											22
NET CHANGE - CUSTOMER ACCOUNTS	4	9	0	0	0	0	0	0	0	0	0	0	10
SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	36	10											46
TOTAL SEWER SERVICE ISSUES	36	10	0	0	0	0	0	0	0	0	0	0	46

SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	17	10											27
MISSED COLLECTIONS	28	19											47
DAMAGED / REPLACED CANS	æ	4											7
OTHER / TRASH	2	2											4
TOTAL SOLID WASTE SERVICE ISSUES	50	35	0	0	0	0	0	0	0	0	0	0	85

WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	2	0											2
METER SET - AUXILIARY SERVICE	0	0											0
METER MAINTENANCE	0	0											0
METERS REPLACED/ Antenna Added	2	0											2
ADJUSTMENTS	0	4											4
LATE PAYMENTS	424	423											847
NON-PAYMENT DISCONNECTION	58	N/A											58
TOTAL WATER SERVICE ISSUES	486	427	0	0	0	0	0	0	0	0	0	0	913

WATER 17 28 SEWER 65 53 DITCHES, OTHER ISSUES 36 39 UTILITY LOCATES 151 232				JUL	AUGUSI	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
65 65 S, OTHER ISSUES 36 LOCATES 151										45
36 151										118
151										75
										383
TOTAL WORK ORDERS 269 352 0	0	0	0	0	0	0	0	0	0	621
WASTE PRO QUARTERLY COLLECTION JANUARY FEBRUARY MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WASTE COLLECTED										0

BILLING INFORMATION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ACH ACCOUNTS	380	382											762
E-BILL ACCOUNTS	912	917											1829
SOLID WASTE CUSTOMERS	2780	2786											5566
RECYCLING CUSTOMERS	2133	2137											4270