



Board of Mayor and Aldermen

Meeting Agenda

Town Hall
334 Atoka-Munford Avenue

Tuesday, April 13, 2021
7:00 p.m.

Invocation & Pledge of Allegiance

I. Call to Order & Roll Call

II. Minutes

- a. Regular Board Meeting – March 09, 2021 Exhibit A

III. Reports

- a. Financial Report ♦ Exhibit B

IV. Old Business - None

V. New Business

- a. Ordinances & Resolutions
1. Resolution – Approving Short-Term Debt Issuance for Roundabout Project Exhibit C
 2. Resolution – Fire Hydrant Use Agreement with Poplar Grove Utility Exhibit D
 3. Resolution – Setting TCRS Contribution Rate Exhibit E
- b. Special Event Approval
1. Atoka Food Truck Fest – Nancy Lane Park, June 12, 2021 11 a.m. – 8 p.m. Exhibit F
- c. Miscellaneous Items
1. Roundabout - Culvert Replacement Update
 2. Trash Collection Contract – Waste Pro
- d. Bid Awards
1. Town Hall Parking Lot Repair Exhibit G
 2. Road Repairs Exhibit H

VI. Departmental Reports

- | | |
|----------------------------|------------------|
| a. Code Enforcement | Director Wallace |
| b. Fire Department | Chief Posey |
| c. Parks Department | Director Isbell |
| d. Police Department | Chief Rudolph |
| e. Public Works Department | 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 April 13, 2021

1. **Exhibit A – Board Meeting Minutes** - The minutes from the Board's regular monthly meeting in March are included for review and approval.
2. **Exhibit B – Financial Reports** – The monthly report detailing fiscal year financial performance through the month of March is included in the packet for your review. Sales tax numbers are still up from the same month last year. The Board will see revised sales tax information at the May meeting.
3. **Exhibit C - Resolution – Approving Debt Issuance for Roundabout Project** – The Roundabout approximately \$1,300,000 project is being funded by TDOT. Atoka is required to provide payment to the contractor as payments are requested and request reimbursement from TDOT. Reimbursements from TDOT may take a bit longer than usual. To ensure essential functions of operations, the town needs to secure short-term funding to pay the contractor payment requests while waiting on the TDOT reimbursement process. It is important to note that the loan request is a *short-term* loan through the Tennessee Municipal League Bond Fund to cover the costs of the project until reimbursements are received from TDOT and will be paid in full as soon as all reimbursements are received. The short-term loan can be paid in full at any time without penalty. Staff recommends approval of the short-term debt issuance.
4. **Exhibit D – Resolution – Approving an Agreement for Fire Hydrant Use with Poplar Grove Utility District** – The agreement with Poplar Grove Utility District relating to fire hydrant use has been discussed for years. The agreement has been back and forth over several months between town administration and Poplar Grove. The agreement is a bit more workable for the town. The agreement identifies the responsibilities and expectations of the Town and Poplar Grove. The agreement will likely enhance any fire suppression operations.
5. **Exhibit E – Setting TCRS Contribution Rate** – Each year, the Town's retirement program through the Tennessee Consolidated Retirement Service (TCRS) is analyzed and a recommendation is made as to the Town's contribution level for the coming fiscal year. The

Town's retirement program is required by statute to be funded in such a way as to avoid a future inability to meet pension obligations. The Town currently contributes 7.25% of payroll deductions and staff recommends continuing at this contribution level based on the recommendation from TCRS. The Town contribution is above the TCRS recommended minimum but is set to address our unfunded liability in accordance with state law over the next several years.

6. **Exhibit F – Food Truck Fest** – June 5, 2021 – The first ever Food Truck Fest was a huge success. Staff held an after-action meeting and will make corrections to parking and traffic congestion to improve the event. Other municipalities are talking about following Atoka's lead. Staff recommends approval of the event.
7. **Roundabout – Culvert Replacement Update** – The culvert pipe under Rosemark Road near the entrance to APC Storage will be replaced during the closure the intersection. We are going to request that TDOT include the replacement within the scope of the roundabout project. We are waiting for a response from TDOT. If TDOT does not approve the inclusion, the town would bear the full cost of the replacement instead of just a portion if it is included in the project.
8. **Trash Collection Contract Update** – Town staff has been working since last year on resolving the service issues with the town's trash collection vendor, Waste Pro. Waste Pro has obviously been experiencing some operational and personnel issues within the company which has led us to this point. Town staff and Waste Pro representatives set and agreed to goals and benchmarks along the way, and Waste Pro has had numerous failures achieving the agreed to goals and benchmarks. Waste Pro has been notified that the issue will be on the agenda for discussion pertaining to their lack of consistent service. A representative is expected to attend the meeting. The Board has the option to terminate the contract and select another vendor, or continue to work with Waste Pro.
9. **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
Regular Monthly Meeting
March 09, 2021 7:00 p.m.**

The Invocation was led by Vice Mayor Barry Akin. 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, Brett Giannini, John Harber, Cody Pace and Alderwoman Renfrow

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

Absent: Alderman Danny Feldmayer, Town Attorney Kasey Culbreath

Minutes Approval: Regular Monthly Board Meeting February 09, 2021 – Exhibit A - Alderman Harber made a motion to accept the minutes as presented. Alderman Akin seconded the motion. Roll Call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, and Feldmayer-absent. Motion carried.

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

Old Business:

1. **Ordinance – 21-03-01 – Final Consideration – Water/Sewer Fees – Exhibit C** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Akin made a motion to approve the ordinance as presented. Alderwoman Renfrow seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Harber-yes, Pace-yes, and Feldmayer-absent. Motion carried.

New Business:

1. **Presentation – Fiscal Year 2020 Audit Report – Exhibit D** – Jeff Hunter, CPA with Whitehorn, Tankersley & Davis, LLC presented the annual audit report for fiscal year ending June 30, 2020. Alderman Pace made a motion to accept the report as presented. Alderwoman Renfrow seconded the motion. Roll call. Akin-yes, Giannini-yes, Harber-yes, Pace-yes, Renfrow-yes and Feldmayer-absent. Motion carried.
2. **Aeneas Internet Update** – Stephen Thorpe with Aeneas Internet Services advised the Board that all the fiber has been placed in the Atoka/Rosemark area, 50% of the splicing with approximately 1500 homes have been connected and the other 50% should be connected in the next 4 weeks.
3. **Event Approval – Atoka BBQ Fest – Exhibit E** – Mayor Walker advised the Board that the Atoka Parks and Recreation Department plans to host the 2021 Atoka BBQ Fest April 9-10 at Nancy Lane Park. Staff recommended approval of the event. Alderman Giannini made a motion to approve the event. Alderman Akin seconded the motion. Roll call. Giannini-yes, Harber-yes, Pace-yes, Renfrow-yes, Akin-yes and Feldmayer-absent. Motion carried.

Ordinances and Resolutions:

1. **Resolution – 21-03-01 – Fire Staffing (SAFER) Grant Submittal – Exhibit F** – Alderman Harber made a motion to approve the resolution as presented. Alderman Akin seconded the motion. Roll Call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, and Feldmayer-absent. Motion carried.

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Exhibit A

2. **Resolution – 21-03-02 – HVAC Maintenance Agreement – Exhibit G** – Alderman Harber made a motion to approve the resolution as presented. Alderman Akin seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Harber-yes and Feldmayer-absent. Motion carried.
3. **Resolution 21-02-03 – Modifying Nancy Lane Park Rules for Atoka BBQ Fest– Exhibit H** – Alderman Giannini made a motion to approve as presented. Alderman Akin seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Harber-yes, Pace-yes and Feldmayer-absent. Motion carried.
4. **Appointments from the Board – Parks and Recreation Advisory Board – Exhibit I** - As required by the Atoka Charter and the Code of Ordinances, the Board of Mayor and Aldermen will make appointments to the Parks and Recreation Advisory Board. Alderman Akin made a motion to accept the appointment of the members as presented in Exhibit I. Alderman Harber seconded the motion. Roll Call. Akin-yes, Giannini-yes, Harber-yes, Pace-yes, Renfrow-yes and Feldmayer-absent. Motion carried.

Departmental Reports:

1. **Code Enforcement:** Director Wallace reviewed the report as presented. Director Wallace advised the Board that the new permit application process is working well.
2. **Fire Department:** Chief Posey reviewed the report as presented. Chief Posey advised the Board of the following: The fire department participated in the Atoka Elementary School fire drill, tornado drill and active shooter drill with the students. Members of the Atoka Fire Department and Atoka Police Department have been awarded the Star of Life Award from LeBonheur Children's Hospital and the State of Tennessee. The award will be presented in Nashville on May 12th.
3. **Parks Department:** Director Isbell reviewed the report as presented. Director Isbell advised the Board of the following: The Food Truck Festival will be held March 20th at Nancy Lane Park. The BBQ Festival will be held April 9-10 at Nancy Lane Park.
4. **Police Department:** Chief Rudolph reviewed the report as presented. Chief Rudolph advised the Board of the following: Chief Rudolph advised that he will be purchasing the new vehicle approved in the FY21 budget to add to the fleet. The Atoka Police Department also participated in the Atoka Elementary School fire drill, tornado drill and active shooter drill with the students. Chief Rudolph outlined a training schedule for the police department.
5. **Public Works Department:** Director Patrick reviewed the report as presented. Director Patrick advised the Board of the following: The key dates for the Roundabout Project ; construction is to begin is Monday, March 22, closing of the intersection is April 5, opening back up of the intersection is July 04, and the completion date is August 24th. Director Patrick commended the Public Works staff on an outstanding job keeping the roads clear as much as possible during the recent snow and ice event.

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

1. Chief Poole presented a Bible to the Town of Atoka and Mayor Walker.
2. Chief Poole and Becky Poole presented a plaque to the Atoka Police Department to be displayed within the department.
3. Chief Poole presented a law enforcement officers Bible to Chief Rudolph.
4. Administrator Woerner advised the Board that the Evaluation and Selection Committee for the Long-Range Comprehensive Plan will meet again April 15th at 4pm at Town Hall.
5. Administrator Woerner advised that the parking lot at Town Hall was significantly damaged during the recent snow and ice event. He will bring back to the Board information on the repair cost.
6. Administrator Woerner advised that Governor Lee has proposed another round of COVID grant funds in the amount of \$238,000.00. If approved the funds will be for the FY2022 budget.

Citizen Concerns:

1. County Commissioner Stephen Shopper advised that the number of COVID cases has decreased and that the Tipton County Health Department is providing COVID vaccinations. The Tipton County Landfill acceleration lane project on Hwy 51 has been pushed back to 2022. Tipton County Courts will reopen March 15th.

2. Persia Phelps of 20 Nugget Lane expressed concerns regarding the HVAC agreement approved during the meeting, the sign ordinance, and the roads that need repair in Atoka. Mrs. Phelps asked the Board to hold the developers more accountable during the construction phase. Mrs. Phelps asked that any work sessions be available for Zoom meeting so the public can attend.

Alderman Giannini motioned to adjourn the meeting. Alderman Harber seconded the motion. The meeting ended at 9:09 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder

SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Nine Months Ending March 31, 2021

<u>General Fund</u>	9 month	% of Budget	
Revenues:	Actual	Budget	Total Budget
Property Tax	2,267,869	102.0%	2,222,500
Sales Tax	2,316,955	91.8%	2,523,000
Grants	1,203,479	48.2%	2,497,277
Other Revenues	1,622,478	173.6%	934,441
Total	7,410,781		8,177,218
Expenditures:			
Legislature & Judicial	42,540	69.7%	61,000
Finance & Administration	315,388	57.3%	550,763
Police	1,450,857	69.1%	2,100,592
Fire	1,216,272	76.3%	1,594,245
Planning & Inspection	195,156	92.5%	210,916
Streets	443,069	22.2%	1,998,877
Parks & Recreation	1,343,608	82.4%	1,630,590
Total	5,006,890		8,146,983
Excess Revenue Over Expenditures	2,403,891		30,235
Cash on Hand at End of Period (1)	4,444,291		

<u>State Street Aid Fund</u>			
Revenue	253,981	77.0%	330,000
Expenditures	60,327	18.3%	330,000
Excess Revenue Over Expenses	193,654	0	
Cash on Hand at Beginning of Year	162,818		
Cash on Hand at End of Period	356,472		

<u>Drug Fund</u>			
Revenue	2,190	5.5%	40,000
Expenditures	4,929	82.2%	6,000
Excess Revenue Over Expenses	-2,739	0	34,000
Cash on Hand at Beginning of Year	29,118		
Cash on Hand at End of Period	26,379		

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

537,175

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Exhibit B

<u>Solid Waste Collections</u>			
Revenue	474,724	80.5%	590,000
Expenditures	306,111	53.2%	575,000
Excess Revenue Over Expenses	168,613	0	15,000
Cash on Hand at Beginning of Year	123,460		
*Cash on Hand at End of Period	292,073		

SUMMARY OF FINANCIAL CONDITION WATER FUND

For the Nine Months Ended March, 2021

Cash on Hand at Beginning of Year	\$ 2,554,547
Cash on Hand at End of Period	\$ 2,938,959
Total Bonds/Notes outstanding 03/31/21	\$ 2,267,149

Net Income(Regulatory Basis) vs. Prior Year		
	3/31/2021	3/31/2020
Revenues	\$ 1,877,907	\$ 1,753,384
Expenses		
Water Purchases	\$ 384,204	\$ 373,651
Sewer Treatment Fees	\$ 93,480	\$ 132,476
Payroll and Benefits	\$ 370,740	\$ 410,192
System Maintenance	\$ 352,233	\$ 296,448
System Operation	\$ 81,165	\$ 73,650
Billing and Payments	\$ 56,576	\$ 78,928
Other Expenses	\$ 145,587	\$ 138,379
Depreciation	\$ 356,250	\$ 345,000
Total	\$ 1,840,235	\$ 1,848,724
Net Income (loss)	\$ 37,672	\$ (95,340)

Total - All Funds: 8,612,730

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

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Exhibit C

RESOLUTION NO _____

RESOLUTION OF THE TOWN OF ATOKA, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2021, IN AN AMOUNT NOT TO EXCEED \$1,300,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of the Town of Atoka, Tennessee (the "Municipality" or the "Town"), has determined that it is necessary and desirable to authorize, issue, sell, and provide for the payment of its interest bearing capital outlay notes to finance certain public works projects, consisting of the costs of the TDOT Roundabout construction project, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto (collectively, the "Project");

WHEREAS, the Municipality estimates that the economic life of the Project exceeds two (2) years;

WHEREAS, the Municipality finds and determines that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose;

WHEREAS, in order to proceed as expeditiously as possible with such an essential Project, it is necessary that interest bearing capital outlay notes be issued for the purpose of providing funds to finance the Project; and,

WHEREAS, the Municipality is authorized by the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, to issue such notes for said purposes upon the approval of the Director of the Division of Local Government Finance:

NOW, THEREFORE, BE IT RESOLVED BY the Board of Mayor and Aldermen of the Town of Atoka, Tennessee, as follows:

Section 1. Authority. The Notes herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Authorization. For the purpose of providing funds to finance the costs of the Project, there shall be issued pursuant to, and in accordance with, the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, the interest bearing capital outlay notes of the Municipality, in the aggregate principal amount of not to exceed \$1,300,000, or such lesser amount as may be determined by the Mayor of the Municipality (the "Mayor") at the time of sale (collectively, the "Notes", individually, the "Note).

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Capital Outlay Notes, Series 2021". The Notes shall be issued in registered form, without coupons. The Notes shall be numbered from 1 upwards, shall be dated the date of issuance and delivery, shall be sold at not less than the par amount thereof, shall bear interest at a rate or rates not to exceed 1.50% per annum, such interest being payable at such times as agreed upon with the purchaser of such Notes, but in no event less than semiannually each year commencing six months from the dated date or such date as shall be designated by the Mayor (the "Interest Payment Date"). The Notes shall mature not later than the end of the third fiscal year following the fiscal year in which the Notes are issued with principal payable annually; provided, however, that each year the Notes are outstanding no less than one-ninth (1/9) of the original principal amount of the Notes shall mature without renewal, but subject to prior redemption. The Notes shall contain such terms, conditions, and provisions other than as expressly provided or limited herein as may be agreed upon by the Mayor of the Municipality and the purchaser of the Notes.

Interest on the Notes shall be payable by check or other form of draft of the "Note Registrar," as such term is hereinafter defined, deposited by the Note Registrar in the United States mail, first class postage prepaid, in sealed envelopes, addressed to the owner of such Notes, as of the applicable Interest Payment Date, at its address as shown on the Registration Books of the Municipality maintained by the Note Registrar as of the close of business fifteen (15) calendar days preceding the next Interest Payment Date. The principal of all Notes shall be payable upon presentation and surrender of such Notes at the principal office of the Note Registrar. All payments of the principal of and interest on the Notes shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

Section 4. Redemption. The Notes shall be subject to redemption, in whole or in part, prior to their maturity upon fifteen (15) days' written notice from the Town to the registered owner, at the price of par plus accrued interest to the date of redemption.

Section 5. Execution. The Notes shall be executed in the name of the Municipality; shall bear the manual signature of the Mayor; shall be countersigned by the Town Recorder of the Municipality (the "Town Recorder"), with his or her manual signature; and, shall have printed or impressed thereon the official seal of the Municipality. In the event any officer whose signature appears on the Notes shall cease to be such officer, such signature shall nevertheless be valid and sufficient for all purposes. The Notes shall be issued in typed, printed, or photocopied form, or any combination thereof, substantially in the form attached hereto as Exhibit "A", with such minor changes therein or such variations thereof as the Mayor may deem necessary or desirable, the blanks to be appropriately completed by the Mayor prior to the issuance of the Notes.

Section 6. Registration, Negotiability, and Payment. (a) The Town Recorder of the Municipality is hereby appointed the note registrar and paying agent (the "Note Registrar"), and as such shall establish and maintain suitable books (the "Registration Books"), for recording the registration, conversion, and payment of the Notes, and shall also perform such other duties as may be required in connection with any of the foregoing. The Note Registrar is hereby authorized to authenticate and deliver the Notes to the original purchaser thereof, or as it may designate, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Notes to be transferred in proper form with proper documentation as herein described. The Notes shall not be valid for any purpose unless authenticated by the Note Registrar by the manual signature of the Note Registrar on the certificate set forth in Exhibit "A" hereto. The Notes shall be fully registered as to both principal and interest and shall be fully negotiable upon proper endorsement by the registered owner thereof. No transfer of any Notes shall be valid unless such transfer is noted upon the Registration Books and until such Note is surrendered, cancelled, and exchanged for a new Note which shall be issued to the transferee, subject to all the conditions contained herein.

(b) In the event that any amount payable on any Note as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Note as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

Section 7. Transfer of Notes. Each Note shall be transferable only on the Registration Books maintained by the Note Registrar at the principal office of the Note Registrar, upon the surrender for cancellation thereof at the principal office of the Note Registrar, together with an assignment of such Note duly executed by the owner thereof or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Note, the Note Registrar shall, in exchange for the surrendered Note or Notes, deliver in the name of the transferee or transferees a new Note or Notes of authorized denominations, of the same aggregate principal amount, maturity, and rate of interest as such surrendered

Note or Notes, and the transferee or transferees shall take such new Note or Notes subject to all of the conditions herein contained.

Section 8. Regulations with Respect to Transfers. In all cases in which the privilege of transferring Notes is exercised, the Municipality shall execute, and the Note Registrar shall deliver, Notes in accordance with the provisions of this Resolution. For every transfer of Notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such transfer, all of which taxes, fees, and other governmental charges shall be paid to the Municipality by the entity requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Section 9. Mutilated, Lost, Stolen, or Destroyed Notes. In the event any Note issued hereunder shall become mutilated, or be lost, stolen, or destroyed, such note shall, at the written request of the registered owner, be cancelled on the Registration Books and a new Note shall be authenticated and delivered, corresponding in all aspects but number to the mutilated, lost, stolen, or destroyed Note. Thereafter, should such mutilated, lost, stolen, or destroyed Note or Notes come into possession of the registered owner, such Notes shall be returned to the Note Registrar for destruction by the Note Registrar. If the principal on said mutilated, lost, stolen, or destroyed Note shall be due within fifteen (15) calendar days of receipt of the written request of the registered owner for authentication and delivery of a new Note, payment therefor shall be made as scheduled in lieu of issuing a new Note. In every case the registered owner shall certify in writing as to the destruction, theft, or loss of such Note, and shall provide indemnification satisfactory to the Municipality and to the Note Registrar, if required by the Municipality and the Note Registrar.

Any notice to the contrary notwithstanding, the Municipality and all of the officials, employees, and agents thereof, including the Note Registrar, may deem and treat the registered owner of the Notes as the absolute owner thereof for all purposes, including, but not limited to, payment of the principal thereof, and the interest thereon, regardless of whether such payment shall then be overdue.

Section 10. Authentication. Only such of the Notes as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit "A" hereto duly executed by the Note Registrar shall be entitled to the rights, benefits, and security of this Resolution. No Note shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Note Registrar. Such executed certificate of authentication by the Note Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under the Resolution as of the date of authentication.

Section 11. Source of Payment and Security. The Notes, as to both principal and interest, shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount. Said Notes shall be a direct general obligation of the Municipality, for which the punctual payment of the principal of and interest on the Notes, the full faith and credit of the Municipality is irrevocably pledged.

Section 12. Levy of Taxes. For the purpose of providing for the payment of the principal of and interest on the Notes, to the extent required, there shall be levied in each year in which such Notes shall be outstanding a direct tax on all taxable property in the Municipality, fully sufficient to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said Municipality, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay

said principal of and interest on the Notes maturing in said year. Principal or interest falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the Municipality, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be deposited in the debt service fund of the Municipality, and used solely for the payment of principal of and interest on the Notes as the same shall become due.

Section 13. Approval of Director of the Division of Local Government Finance. Anything herein contained to the contrary notwithstanding, no Notes authorized under this Resolution shall be issued, sold, or delivered, unless and until such Notes shall first have been duly approved by the Director of the Division of Local Government Finance as provided by Section 9-21-601 et. seq., Tennessee Code Annotated, as amended. The Mayor, Town Recorder, Town Attorney, and Bond Counsel are hereby authorized to take or cause to be taken such steps as are necessary to obtain such approval. After the issuance and sale of the Notes, and for each year that any of the Notes are outstanding, the Municipality shall submit its annual budget to the Director of the Division of Local Government Finance for approval immediately upon the Municipality's adoption of the budget.

Section 14. Sale of Notes. The Notes herein authorized are authorized to be sold by the Mayor by private negotiated sale at a price of not less than par, upon such terms and conditions as shall be agreed to by the Mayor and the purchaser of such Notes.

Section 15. Disposition of Note Proceeds. The proceeds from the sale of the Notes shall be paid to the official of the Municipality designated by law as the custodian of the funds thereof to be deposited in a special fund known as the "General Obligation Capital Outlay Notes, Series 2021 Project Fund" (the "Project Fund"), which is hereby authorized to be created, to be kept separate and apart from all other funds of the Municipality. The monies in the Project Fund shall be disbursed solely to finance the Project and to pay the costs of issuance of the Notes. Monies in the Project Fund may be invested and shall be secured in the manner prescribed by applicable statutes relative to the investment and securing of public or trust funds. Any monies remaining in the Project Fund after completion of the Project shall be transferred to the Note Fund.

Section 16. Non-Arbitrage Certification. The Municipality certifies and covenants with the owner of the Notes that so long as the principal of any Note remains unpaid, monies on deposit in any fund or account in connection with the Notes, whether or not such monies were derived from the proceeds of the sale of the Notes or from any other source, will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any lawful regulations promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented, or revised. The Municipality reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Notes subject to inclusion in gross income of the owner thereof for federal income tax purposes.

The Municipality covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom and it represents that in the event it shall be required by Section 148(f) of the Code to pay "Rebatable Arbitrage," as defined in the regulations promulgated under the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in federal gross income of the owner of the Notes for purposes of federal income taxation.

Section 17. Designation of Notes as Qualified Tax-Exempt Obligations. The Municipality hereby designates the Notes as "qualified tax-exempt obligations" within the meaning and for the purpose of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Municipality reasonably anticipates that the amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii)) which will be issued during the calendar year by the Municipality (i) any issuer with respect to which the Municipality is deemed to be an "on behalf of" issuer, and (ii) all subordinate entities which are treated as one issuer under Section 265(b)(3)(E) of the Code, will not exceed \$10,000,000, and not more than \$10,000,000 of obligations issued by the Municipality (together with those issued by any other issuers that are treated as one issuer under such Section 265(b)(3)) during the 2021 calendar year will be designated as "qualified tax-exempt obligations".

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Notes, and after the issuance of the Notes, no change, variation, or alteration of any kind in the provisions of this Resolution shall be made in any manner, until such time as all installments of the principal of and interest on the Notes shall have been paid in full or the consent of the registered owner of the Notes has been obtained; provided, however, that the Municipality is hereby authorized to make such amendments to this Resolution as will not impair the rights or security of the owner of the Notes.

Section 19. No Action to be Taken Affecting Validity of the Notes. The Municipality hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Notes or limit the rights and remedies of the owner from time to time of such Notes. The Municipality further covenants that it will not take any action that will cause the interest on the Notes to be subject to inclusion in gross income of the owner thereof for purposes of federal income taxation.

Section 20. Miscellaneous Acts. The Mayor, the Town Recorder, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved; or for the authorization, issuance, and delivery of the Notes.

Section 21. Failure to Present Notes. Subject to the provisions of Section 3 hereof, in the event any Note shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Note shall be held by the Note Registrar for the benefit of the owner thereof, all liability of the Municipality to such owner for the payment of such Note shall forthwith cease, terminate, and be completely discharged. Thereupon, the Note Registrar shall hold such monies, without liability for interest thereon, for the benefit of the owner of such Note who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Note, subject to escheat or other similar law, and any applicable statute of limitation.

Section 22. Payments Due on Saturdays, Sundays, and Holidays. Whenever the interest on or principal of any Note is due on a Saturday or Sunday or, at the place designated for payment, a legal holiday or a day on which banking institutions are authorized by law to close, then the payment of the interest on, or the principal of, such Note need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity; and no interest shall accrue for the period after such date.

Section 23. No Recourse Under Resolution or on Notes. All stipulations, promises, agreements, and obligations of the Municipality contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the Municipality and not of any officer, director, or employee of the Municipality in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or under this Resolution against any officer, director, or employee of the Municipality or against any official or individual executing the Notes.

Section 24. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 25. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, and this Resolution shall be in effect as of the date of its adoption the welfare of the Municipality requiring it.

Approved and adopted this 13th day of April, 2021.

Mayor

Attest:

Town Recorder

STATE OF TENNESSEE)
COUNTY OF TIPTON)

I, Deborah Pickard, hereby certify that I am the duly qualified and acting Town Recorder of the Town of Atoka, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board") of said Municipality held on April 13, 2021; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates to, among other matters, the authorization of the issuance of not to exceed \$1,300,000 General Obligation Capital Outlay Notes, Series 2021, by said Municipality; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 13th day of April, 2021.

Town Recorder

(SEAL)

**EXHIBIT A
FORM OF NOTE**

**Registered
No. _____**

**Registered
\$ _____**

**UNITED STATES OF AMERICA
STATE OF TENNESSEE
TOWN OF ATOKA
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,
SERIES 2021**

Registered Owner:

Principal Amount:

THE TOWN OF ATOKA, TENNESSEE (the "Municipality"), a lawfully organized and existing municipal corporation, for value received, hereby acknowledges itself indebted and promises to pay, as hereinafter set forth, in the manner hereinafter provided, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the office of the Town Recorder, Town Hall, Atoka, Tennessee, or its successor as registrar and paying agent (the "Note Registrar"), the Principal Amount identified above, and to pay interest on said Principal Amount from the date hereof, or such later date as to which interest has been

paid, to the Maturity Date, semi-annually on _____ and _____ of each year, commencing _____, 2021, at the Interest Rate per annum set forth above, by check, draft, or warrant to the Registered Owner hereof at the address shown on the registration books of the Note Registrar on the fifteenth (15th) calendar day next preceding an interest payment date, in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts.

In the event that any amount payable hereunder as interest shall at any time exceed the rate of interest lawfully chargeable on this note under applicable law, any such excess shall, to the extent of such excess, be applied against the principal hereof as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal hereof and interest hereon shall bear interest from and after their respective due dates (whether by acceleration, demand, or otherwise) at the same rate of interest payable on the principal hereof.

Section 9-21-117, Tennessee Code Annotated, as amended, provides that this note and the income therefrom is exempt from all state, county, and municipal taxation in the State of Tennessee, except inheritance, estate, and transfer taxes and except as otherwise provided in said Code.

This note is one of a series of notes known as "General Obligation Capital Outlay Notes, Series 2021" (the "Notes"), issued by the Municipality in the aggregate principal amount of \$1,300,000. The Notes which are issued for the purpose of financing certain public works projects, consisting of the costs of the TDOT Roundabout construction project, and to pay all legal, fiscal, administrative, and engineering costs, incident thereto, are authorized by an appropriate resolution of the Board of Mayor and Aldermen and particularly that certain Resolution of the Board of Mayor and Aldermen adopted on April 13, 2021, as such resolution may be from time to time amended or supplemented in accordance with its terms (such resolution, as so amended or supplemented, being herein called, the "Resolution"), and are issued pursuant to, and in full compliance with, the Constitution and the statutes of the State of Tennessee, including, but not limited to, Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"). Copies of the Resolution are on file at the office of the Town Recorder of the Municipality, and reference is hereby made to the Resolution and the Act, for a more complete statement of the terms and conditions upon which the Notes are issued thereunder, the rights, duties, immunities, and obligations of the Municipality, and the rights of the Registered Owner hereof.

This note and interest hereon is payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied on all taxable property in the Municipality without limitation as to time, rate, or amount. For the prompt payment of this note, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are hereby irrevocably pledged.

The Municipality has designated the Notes as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This note is transferable by the Registered Owner hereof by its attorney or legal representative at the office of the Note Registrar, but only in the manner and subject to the limitations and conditions provided in the Resolution and upon surrender and cancellation of this note. Upon any such transfer, the Municipality shall execute, and the Note Registrar shall authenticate and deliver in exchange for this note, a new fully registered note or notes, registered in the name of the transferee, in authorized denominations, in an aggregate principal amount equal to the principal amount of this note, of the same maturity and bearing interest at the same rate. For every exchange or transfer of notes, whether temporary or definitive, the Municipality and the Note Registrar may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, all of which taxes, fees, or other governmental charges shall be paid to the Municipality by the person or entity requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The Municipality and the Note Registrar may deem and treat the entity in whose name this note is registered as the absolute owner hereof, whether such note shall be overdue or not, for the purpose of making payment of the principal of and interest on this note and for all other purposes. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon this note to the extent of the sum or sums so paid, and neither the Municipality nor the Note Registrar shall be affected by any notice to the contrary.

The Notes are issuable only as fully registered Notes, without coupons. At the office of the Note Registrar, in the manner and subject to the limitations, conditions, and charges provided in the Resolution, fully registered Notes may be exchanged for an equal aggregate principal amount of fully registered Notes of the same maturity, of authorized denominations, and bearing interest at the same rate.

The Note shall be subject to redemption, in whole or in part, prior to its maturity upon fifteen (15) days' written notice from the Town to the registered owner, at the price of par plus accrued interest to the date of redemption.

This note shall have all the qualities and incidents of, and shall be, a negotiable instrument under, the Uniform Commercial Code of the State of Tennessee, subject only to provisions respecting registration of such note. This note is issued with the intent that the laws of the State of Tennessee shall govern its construction.

It is hereby certified, recited, and declared that all acts and conditions required to be done and to exist precedent to the issuance of, this note in order to make this note a legal, valid, and binding obligation of the Municipality, have been done, and did exist in due time and form as required by the Constitution and statutes of the State of Tennessee; and that this note and the issue of which it is a part, together with all other indebtedness of such Municipality, does not exceed any limitation prescribed by the Constitution or statutes of the State of Tennessee.

IN WITNESS WHEREOF, THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, TENNESSEE, has caused this note to be signed by the manual signatures of the Mayor and the Town Recorder and its official seal, to be impressed or imprinted hereon, all as of _____, 2021.

**Tennessee Municipal Bond Fund
Information Regarding Alternative Loan Program for the
Town of Atoka, Tennessee**

February 23, 2021

The Tennessee Municipal Bond Fund ("TMBF"), can assist the Town of Atoka (the "Town"), with the issuance of a capital outlay note in the amount of not to exceed \$1,300,000 for the purpose of financing a portion of the costs of road improvements.

Below is a summary of the alternative loan program:

ALTERNATIVE LOAN PROGRAM

The Town can issue a fixed rate capital outlay note in the amount of \$1,300,000 for a term of 2 or 3 years, which are the terms we understand the Town is considering

The fixed rate on the capital outlay note issue will be locked in for the entire term of the note issue

The note can be prepaid in whole or in part prior to its maturity with no prepayment premium

The note will be a general obligation debt of the Town payable from funds of the Town legally available therefor, including ad valorem taxes

The rate on the note issue is based on the note being bank-qualified under Section 265(b) of the Internal Revenue Code – this means that the Town cannot issue more than \$10,000,000 in tax-exempt debt during the calendar year in which the note is issued

The total cost of issuance for the \$1,300,000 note issue is \$750 – this is for bond and tax counsel - this cost may be paid from the note proceeds

At the time of the closing of the note issue the Town will receive the entire proceeds – the Town will pay interest on the entire amount from the time of closing

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined at the time of the closing of the note issue

LOAN PROCESS FOR NOTE ISSUE:

The note issuance would require the adoption of a note resolution at either a regular or special meeting of the Board of Mayor and Aldermen, after publication of a notice of such meeting. We provide the resolution and assist in obtaining all necessary approvals – consisting of bank and state approvals. The loan would require the completion of a loan application and credit approval by the bank. We prepare the letter to the State requesting note issuance approval, prepare all necessary closing documents, including the CT-0253 and the IRS Form 8038-G, and take care of filing them after the closing.

AMORTIZATION SCHEDULES:

The first schedule is based on the best indicative rate we received of **1.26%** which would be locked in for the **2** year term

The second schedule is based on the best indicative rate we received of **1.36%** which would be locked in for the **3** year term

The above rates are indicative rates only which are good for sixty days – the note issue would need to be funded within the sixty day period. The above rate includes an annual administration fee equal to 15 basis points payable to TMBF by the bank, to be paid from each periodic payment of interest on the note, based on the outstanding principal amount of the note issue

Notice: The Tennessee Municipal Bond Fund ("TMBF") is not a registered municipal advisor and it is TMBF's intention not to act as a municipal advisor. TMBF is not recommending any course of action to you as the municipal entity or obligated person; TMBF is not acting as an advisor to you and, therefore, does not owe a fiduciary duty to you pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to this or any other information, materials, and communications you receive from TMBF; TMBF is acting for its own business and commercial interests; You should discuss this and any other information, materials, and communications you receive from TMBF with internal advisors and experts that you deem appropriate before acting on such information, materials, and communications.

BOND DEBT SERVICE

TOWN OF ATOKA, TN
\$1,300,000 CON - 2 YEARS

TENNESSEE MUNICIPAL BOND FUND
ALTERNATIVE LOAN PROGRAM

BASED ON BQ INDICATIVE RATE FOR 2 YEAR TERM

Dated date: April 1, 2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2021					
10/01/2021			8,190.00	8,190.00	
04/01/2022	646,000	1.260%	8,190.00	654,190.00	662,380.00
10/01/2022			4,120.20	4,120.20	
04/01/2023	654,000	1.260%	4,120.20	658,120.20	662,240.40
	1,300,000		24,620.40	1,324,620.40	1,324,620.40

BOND DEBT SERVICE

TOWN OF ATOKA, TN
\$1,300,000 CON - 3 YEARS

TENNESSEE MUNICIPAL BOND FUND
ALTERNATIVE LOAN PROGRAM

BASED ON BQ INDICATIVE RATE FOR 3 YEAR TERM

Dated date: April 1, 2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2021					
10/01/2021			8,840.00	8,840.00	
04/01/2022	428,000	1.360%	8,840.00	436,840.00	445,680.00
10/01/2022			5,929.60	5,929.60	
04/01/2023	433,000	1.360%	5,929.60	438,929.60	444,859.20
10/01/2023			2,985.20	2,985.20	
04/01/2024	439,000	1.360%	2,985.20	441,985.20	444,970.40
	1,300,000		35,509.60	1,335,509.60	1,335,509.60

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE, AND POPLAR GROVE UTILITY DISTRICT FOR FIRE HYDRANT USE.

WHEREAS, the Town of Atoka, Tennessee (“the Town”) currently has an agreement to purchase water from Poplar Grove Utility District (“the District”), and

WHEREAS, the District owns and operates a water distribution system with the geographical area in which the Town provides fire suppression services, and

WHEREAS, the Town, through its various departments has the duty to ensure the public safety through fire prevention and suppression, and

WHEREAS, the District has installed fire hydrants in its water distribution system which the District permits fire protection agencies to use for fire suppression services, and

WHEREAS, the District has the duty to operate and maintain such fire hydrants for water distribution purposes.

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 Poplar Grove Utility District 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 13th day of April 2021.

Mayor

ATTEST:

Town Recorder

POPLAR GROVE UTILITY DISTRICT

FIRE HYDRANT USE AGREEMENT

This AGREEMENT is entered into by and between Poplar Grove Utility District (the District) and Town of Atoka, Tennessee (the Town) on the date indicated below.

WITNESSETH:

WHEREAS, the District owns and operates a water distribution system within the geographic area in which the Town provides fire suppression services; and

WHEREAS, the Town, through its various departments has the duty to ensure the public safety through fire prevention and suppression; and

WHEREAS, a reliable water supply and fire hydrant system is critical to the health and welfare of the residents served by both the District and the Town; and

WHEREAS, the District has installed fire hydrants in its water distribution system which the District permits fire protection agencies to use for fire suppression services; and

WHEREAS, the District has the duty to operate and maintain such fire hydrants for water distribution purposes; and

WHEREAS, the District has adopted a Fire Hydrant Use Policy which governs the use of its fire hydrants, which Policy allows fire protection agencies to use such fire hydrants for fire protection services and at the same time not adversely affect the District's ability to operate and maintain such fire hydrants for water distribution purposes.

NOW, THEREFORE, for and in consideration of the foregoing, and the terms, covenants and conditions hereinafter contained, the District and the Town hereby mutually agree as follows:

1. The Town agrees to use the District's fire hydrants in accordance with the District's

Fire Hydrant Use Policy and to abide by the terms of said Policy, a copy of which is attached hereto as “**Attachment A**”.

2. The District agrees to allow the Town to cut and remove the locks (if installed) on the District’s fire hydrants as necessary to provide fire suppression services only. Within twenty-four (24) hours or on the District’s next working day after a lock is cut or removed, the Town shall notify the District in writing or by email that a lock was removed to fight a fire so that the District can timely replace the hydrant lock. The District shall notify the Town of any locking devices installed and provide the Town with keys to all hydrant locking devices. The District shall install a reflective color-coded mechanism on all newly installed hydrants in accordance with “**Attachment A**”.

3. When the Town complies with paragraph 2 of this Agreement, the Town will not be required to pay for the cost to replace a fire hydrant lock removed from a hydrant for fire suppression services.

4. The Town may, through its Planning Commission, establish regulations and requirements regarding the installation of fire hydrants in new subdivisions. The developer of any subdivision shall comply with all Planning Commission fire hydrant requirements as a condition of approval of the subdivision and Poplar Gove shall accept and maintain all developer-furnished hydrants that conform with Poplar Gove’s Standard Specifications in accordance with this agreement. The Town’s Planning Commission will remain responsible for establishing fire flow requirements for subdivisions with the Town’s planning area.

5. Fire hydrants shall be operated only with a wrench approved by the District, i.e., “Standard 20”, Pentagon Hydrant Spanner Wrench”.

6. The District prohibits pumping from Red coded, Class C hydrants (hydrants producing

less than 500 gpm at 20 psi) however, the Fire Department may use these hydrants to fill fire tankers, booster tanks, pumper tanks, etc. while maintaining at least 20 psi. The Fire Department shall not use a pump to draw from these hydrants.

7. When the Atoka Fire Department discovers that a hydrant is damaged or otherwise found to be not working properly, the Atoka Fire Chief or his/her designee shall notify the District's General Manager in writing or by email as soon as possible after the discovery. Likewise, the District will notify the Atoka Fire Chief or his/her designee as soon as possible, in writing or by email when the District discovers or places a hydrant out of service. The District shall notify the Atoka Fire Chief or his/her designee in writing or by email once the repairs have been made to the hydrant. The District agrees that hydrants that have been identified as described herein shall be repaired in a timely manner based on the availability of parts and the District's personnel workload.

8. The District agrees to install up to two (2) fire hydrants per calendar year at the Town's request. The hydrant locations shall be mutually agreed upon by the Town and the District within the District's service area. The District agrees that it will bear the cost of the fire hydrants and their installation. The District further agrees that it will not charge the Town any maintenance fee for the fire hydrants installed under this section of the agreement.

9. This agreement shall remain in effect until such time as either party notifies the other party, via Certified Mail of its intent to withdraw from this agreement.

10. The District agrees the Town is not responsible for painting the District's fire hydrants. The Town may place color-coded reflective markers, provided by the District, on the District's hydrants.

11. The District and the Town agree that should this agreement conflict with provisions in "Attachment A" that this agreement shall have authority over "Attachment A".

IN WITNESS WHEREOF, the parties have caused their names to be subscribed hereto on the day and year shown under their signatures.

Town of Atoka

Poplar Grove Utility District

By: _____
W. Daryl Walker, Mayor

By: _____
David Braden, General Manager

Date: _____

Date: _____

“Attachment A”

POPLAR GROVE UTILITY DISTRICT

Fire Hydrant and Fire Sprinkler Use Policy

General

(1) Fire hydrants on the Poplar Grove Utility District (Poplar Grove) water system will be operated and used only by Poplar Grove personnel and authorized Fire Departments.

(2) Poplar Grove must approve the installation of all fire hydrants on its water system. Poplar Grove may refuse to allow the installation of fire hydrants on any part of its system when it determines, in its sole discretion, that the system cannot adequately support such hydrants.

(3) Fire hydrants on the Poplar Grove water system will be color coded by painting the entire hydrant, painting the nozzle caps or attaching weather resistant color coded tags to the nozzles. All fire hydrants must be color coded for flow in gallons per minutes (gpm) at 20 psi residual pressure:

- | | |
|-----------|--|
| Class AA: | Hydrants that on individual test usually have a flow capacity of 1,500 gpm or greater shall be painted <i>light blue</i> . |
| Class A: | Hydrants that on individual test usually have a flow capacity of 1,000 to 1,499 gpm shall be painted <i>green</i> . |
| Class B: | Hydrants that on individual test usually have a flow capacity of 500 to 999 gpm shall be painted <i>orange</i> . |
| Class C: | Hydrants that on individual test usually have a flow capacity of less than 500 gpm shall be painted <i>red</i> . |

Hydrants that are no longer in working condition and/or have been shut off shall be painted **black** or wrapped in black plastic. Fire departments shall color code each fire hydrant in their fire service area.

(4) Poplar Grove will attach an identification tag stamped “PGUD” to the bonnet of each of its fire hydrants for field identification purposes. This tag shall not be painted over for any reason.

(5) Except as outlined in Provision 3 of this Section, fire hydrants attached in line with Poplar Grove’s water system shall be maintained and serviced by the Poplar Grove. Any municipality may request in writing to Poplar Grove that additional fire hydrants be placed within the municipality. For each fire hydrant installed at the request of a municipality, the municipality will be charged a shared maintenance fee of \$65.00 per year. This fee will be increased at the same per cent rate and at the same time as Poplar Grove increases its monthly water rates to any class of customers. A fee will be assessed on January 1st of each year for each

applicable hydrant on that date. The fees assessed will be due and payable to Poplar Grove by the municipality no later than January 31st of that same year.

(6) Any person operating a hydrant outside the scope of their emergency response employment with a municipality or fire Department and without the authorization and consent of Poplar Grove shall pay for water usage as estimated by Poplar Grove and shall pay a **“Fire Hydrant Tampering Fee”** of \$250.00 per incident. The person shall also reimburse Poplar Grove for any damage to the hydrant, damage to any other part of Poplar Grove’s water system, water lost due to flushing because of discolored water, labor associated with this flushing, etc. caused by the unauthorized use. These charges and remedies are in addition to any other remedies available to Poplar Grove including those in Tenn. Code Ann. § 65-35-104.

(7) The responsible party must reimburse Poplar Grove for hydrant damage caused by vehicle accidents or by any other means.

(8) Poplar Grove reserves the right to install locks on hydrants to prevent theft or unauthorized use.

(9) Poplar Grove does not in any way guarantee any pressure or flow minimums to fire hydrants installed on its water system.

Use of Fire Hydrants by Fire Departments

(A) All fire departments shall operate the District’s fire hydrants according to this Policy and according to the District’s Fire Hydrant Use Agreement (See *“Exhibit A”*)

(1) Fire hydrants shall be operated only with a wrench approved by Poplar Grove.

(2) Poplar Grove **prohibits** the cross-connection of all fire tanker trucks that are put into service after January 1st, 2016 and the potable water supply. These fire tanker trucks need to be filled at the top of the water tank to ensure no back-flow into the water system (this is the Air Gap Method). If filled at a point where water can flow back into the water system, a back-flow device is mandatory and must be tested annually (see Cross-Connection Policy for more information). This provision applies solely to fire tanker trucks and does not impact the connection of fire pumpers, engines or aerial devices.

(3) All fire tanker trucks that were in service before January 1st, 2016 which do not have an air gap or back-flow device shall be allowed to continue to operate normally without modifications that comply with Provision (2) as long as the fire department’s operators of these fire tanker trucks are instructed in the dangers of cross connection by their fire department and the operators agree to never allow any type of backflow into Poplar Grove’s water system. The fire departments must also agree to be fully responsible for any type of backflow that occurs between firefighting equipment and Poplar Grove’s water system. This provision applies solely to fire tanker trucks and does not impact the connection of fire pumpers, engines or aerial devices.

(4) Fire hydrant pumper nozzle cap and hose nozzle caps are to be securely put back on each fire hydrant after each use.

(5) Poplar Grove **prohibits** the connection of Fire Department pumper trucks to red coded hydrants which do not produce the minimum of 500 gpm at 20 psi residual pressure. The connection of pumper trucks to red coded hydrants could result in back-siphonage of contaminated water into the Poplar Grove water mains and could result in major damage to the water system.

(6) Fire departments shall not use water from fire hydrants to fill swimming pools, to wash down parking lots or for any purpose not related to fire protection.

(7) Fire Departments shall not use of hydrants for building construction, road construction, farm use or any other use.

(8) When a Fire Department discovers that a hydrant is damaged or is not working properly, the Fire Department must notify Poplar Grove in writing or by email as soon as possible after the discovery.

(9) A Fire Department which desires to connect to a hydrant for any purpose other than fighting fires, including but not limited to training and flushing, must request permission from Poplar Grove in writing or by email at least two (2) working days in advance in order to make the connection and must comply with any conditions established by Poplar Grove for the use requested. Poplar Grove shall without unnecessary delay, endeavor to accommodate the Fire Department in these exercises.

(10) Because Poplar Grove is obligated to report unaccounted for water, each Fire Department in the Poplar Grove's service area must submit a water use report to Poplar Grove for each calendar month whether water is used or not. The Fire Department must use Poplar Grove's form for reporting. *See "Exhibit B" for form.* Each monthly report is due by the 10th of the month following the monthly reporting period.

Customer Installation and Use of Fire Hydrants and Fire Sprinkler Systems

(1) A customer may request the installation of a fire hydrant on their property. The request must be made in writing. Customer will pay for all labor and material required for the installation of the hydrant and Poplar Grove will install the fire hydrant using its own personnel. After installation, the hydrant becomes property of Poplar Grove and the customer must abide by any conditions placed upon the use of the hydrant by Poplar Grove.

(2) If a customer desires to use water from a hydrant for a swimming pool, washing of parking lots, construction or any other use, the customer must request permission to use water for such purposes. Poplar Grove will provide a fire hydrant meter to measure water used, and the customer must pay any fees established by Poplar Grove for the approved use.

(3) For any structure that uses water from Poplar Grove, the installation of automatic sprinkler systems for fire protection must be approved by Poplar Grove and must comply with Poplar Grove's standard specifications. Any fire sprinkler system will be owned and maintained

by the customer. In no event will Poplar Grove be responsible for the installation, maintenance or use of an automatic sprinkler system for fire protection. This section does not concern sprinkler systems for irrigation and does not alter or amend any Poplar Grove policy dealing with such.

(4) Customers are not permitted to use the water from fire sprinkler systems for any purpose other than fire protection.

(5) No cross-connection is allowed between the fire sprinkler system and potable water lines.

(6) Customer agrees to grant Poplar Grove right of access to customers' premises for the purpose of inspecting fire sprinkler systems.

(7) The customer is responsible for complying with any applicable codes, regulations or standards for the installation and operation of the customer's fire sprinkler system.

(8) Poplar Grove does not in any way guarantee any pressure or flow minimums to a customer's fire sprinkler system.

This policy supersedes all prior agreements with Fire Departments on using fire hydrants. The General Manager is granted the authority to waive any portion of this policy when necessary to provide water for fire fighting in emergency situations or to protect the Poplar Grove water system.

Adoption Date: April 13, 2021

Effective Date: April 13, 2021

RESOLUTION NO. _____

A RESOLUTION SETTING A CONTRIBUTION RATE TO THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM FOR THE FISCAL YEAR BEGINNING JULY 1, 2021.

WHEREAS, the Town of Atoka participates in the Tennessee Consolidated Retirement System (TCRS) for the purposes of providing retirement benefits for employees of the Town; and

WHEREAS, TCRS provides an actuarial valuation of the Town's retirement program and makes recommendations for contributions to fund future pension obligations; and

WHEREAS, under the recommendation from TCRS, to address underfunding and to protect against future upward pressures on contribution rates, the Town contributes at or above the minimum funding requirement.

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 sets the TCRS contribution rate for the fiscal year beginning July 1, 2021 at seven and one-quarter (7.25) percent of eligible payroll.

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 13th day of April 2021.

Mayor

ATTEST:

Town Recorder



**Employer Contribution Rate Certification
Tennessee Consolidated Retirement System (TCRS)
Actuarial Valuation at June 30, 2020**



Acknowledgement of employer rate effective July 1, 2021 through June 30, 2022

Department Code: 0089540
Department Name: ATOKA TOWN OF

- ☐ I hereby acknowledge and agree that I have reviewed the background information on rates provided to me and also located on the Treasury Website at:
<https://publicreports.treasury.tn.gov>. I further acknowledge the upward trends concerning future employer contribution rates.

Please select one of the options below

- ☐ The Minimum Employer rate: 5.27%
☐ Optional: We choose to pay a higher contribution of: _____

Employer Signature _____ Title _____

Date _____ Phone _____ Email _____

The first department code listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet is your master code. The master code is responsible for determining the rate and submitting the completed employer contribution rate certification to TCRS. The rate selected will be applicable for **all** department codes listed on the Employer Actuarially Determined Contribution (ADC) Rate sheet. It is the master code's responsibility to notify these departments of the new rates.

Please return the completed rate certification no later than May 31, 2021 via one of the following methods:

By email: TCRS.EmployerReporting@tn.gov
By mail: TCRS Employer Reporting
502 Deaderick Street, 15th Fl.
Nashville, TN 37243

Tennessee Consolidated Retirement System
Employer Actuarially Determined Contribution (ADC) Rate

Department Code(s): 895.40

ATOKA TOWN OF

Applicable period for this employer rate	July 1, 2021 through June 30, 2022
Actuarial valuation date	June 30, 2020
Actuarial experience study date	June 30, 2016
Investment rate of return assumption	7.25%

Key Elements of the Pension Plan (Employer Elections)

Base plan formula	1.5% formula times years of service
Employee contribution rate	5% of salary
Vesting period	5 years
Retiree COLAs	Provided, CPI based, capped at 3%

Employer ADC Rate

Rate Components:

Normal cost	3.46 %
Unfunded accrued liability amortization	1.61 %
Administrative cost	<u>0.20 %</u>
Total employer ADC rate	5.27 %

Actuarial Present Value of Benefits (PVB) Summary

Actuarial value of assets	\$ 4,383,722
Expected employee contributions	1,339,892
Expected employer normal cost	846,460
Unfunded accrued liability	<u>(605,205)</u>
Total PVB	\$ 5,964,869

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	12
<i>Annualized Retirement Benefit: \$67,674</i>	
Inactive employees entitled to but not yet receiving benefits	54
Active employees	<u>61</u>
<i>Annualized Salary: \$2,792,017</i>	
Total	127

Amortization of Unfunded Accrued Liability

Actuarial Valuation Date	Unfunded Accrued Liability (Negative Unfunded Accrued Liability)	Annual Amortization Amount	Amortization Period at June 30, 2020 (in years)
June 30, 2013	\$ 0	\$ 0	0.00
June 30, 2015*	(195,442)	(20,325)	15.00
June 30, 2016	0	0	0.00
June 30, 2017	0	0	0.00
June 30, 2018	(134,701)	(12,712)	18.00
June 30, 2019	349,627	132,372	2.81
June 30, 2020	<u>(624,689)</u>	<u>(56,053)</u>	20.00
Total	\$ (605,205)	\$ 43,282	

*Beginning June 30, 2015, valuations are performed annually.

April 13, 2021

Exhibit F

TOWN OF ATOKA

Event Proposal

Event: Food Truck Festival
Date: June 5, 2021

Sponsor: Atoka Parks & Recreation
Time: All day (11am-8pm)

Description: The event is proposed as a Food Truck Festival to be held at Atoka's Nancy Lane Park. The event will be a one-day event. We are wanting to continue offer something for the community since the first one went so well. We would also like to include merchandise vendors. Food Truck and Merchandise vendors will pay a fee to cover costs of water, electricity, porta potties, and employee costs. We will have more bathroom facilities, trash cans, and parking crew. We will make sure the event is staffed to cover the amount of people that may show up again. There will be no road closures as a part of the event. The primary location for the event is circled below.



Recommendation: Staff recommends approval of event

April 13, 2021

Exhibit G

TOWN OF ATOKA, TENNESSEE
TOWN HALL PARKING LOT REPAIR
CONTRACTOR'S PROPOSAL

Bid of:

Asphalt PAVING Co (Aspac, LLC)

(Name of Bidder)

P.O. BOX 739 ATOKA, TN 38004

(Address of Bidder)

organized and existing under the laws of the State of TN and doing business as
(indicate: "a corporation", "a partnership", "an individual", a "limited liability company" or otherwise, as applicable).

To: Town of Atoka - Owner
334 Atoka Munford Avenue
Atoka, TN 38004

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services, and other necessary supplies in strict accordance with the terms and conditions of the plans, specifications and CONTRACT DOCUMENTS within the number of consecutive calendar days and at the prices set forth below for the construction of:

Project: TOWN HALL PARKING LOT REPAIR

By submitting this BID, BIDDER certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER agrees, upon receipt of the NOTICE OF AWARD accompanied by the CONSTRUCTION CONTRACT and all required attachments, to cause same to be properly executed and returned to the TOWN OF ATOKA within fifteen (15) days thereafter. BIDDER further agrees, upon receipt of the NOTICE TO PROCEED, (i) to commence work on the PROJECT not later than the last date stated in the Notice to Proceed as to which the BIDDER may commence to proceed, (ii) to achieve Substantial Completion of the PROJECT within Sixty (60) consecutive calendar days after such date, otherwise, to pay the TOWN OF ATOKA as liquidated damages a sum as set forth in the Tennessee Department of Transportation Supplemental Specification Section 108.09 (based on Contract price) for each consecutive calendar day thereafter as provided in the GENERAL PROVISIONS; and (iii) to complete all Punch List items within thirty (30) consecutive calendar days after the date of Substantial Completion, as such date is determined by the TOWN.

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit price.

BIDDER acknowledges receipt of the following addenda (as applicable):

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

(Name of Bidder)

By: _____

Title: _____

TOTAL BID PRICE OF TOWN HALL PARKING LOT REPAIR:

\$46,350 DOLLARS AND 00 CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.
Bidder further understands that Town may not award all project priorities.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of THIRTY (30) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: ASPA, LLC Contractor's Name

Signature

[Signature]

Title

Printed or Typed Name

Estimator

Darren Feathers

P.O. Box 139 Atoka, TN

Business Address

Seal--if bid is by a corporation.

TOWN OF ATOKA, TENNESSEE
TOWN HALL PARKING LOT REPAIR
CONTRACT AGREEMENT

This AGREEMENT made this 13 day of April, 2021 by and between the Town of Atoka, Tennessee, hereinafter referred to as the "Town," and Aspac, LLC, hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

- 1.1. The work is generally described as the repair of the Town Hall Parking Lot for which the Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the Town.
- 1.2. This project is to be constructed under the current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.
- 1.3. The work is to be done as described in Attachment "A".

2. Engineer:

- 2.1. The Project has been initiated by the Mayor who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

- 3.1. All work will be substantially completed within sixty (60) calendar days from the date when the Contract Time commences.

4. Contract Price:

- 4.1. Contractor's price includes all road preparation or any other items of work or costs incidental to or normally associated with the type of work in this contract.
- 4.2. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$46,350⁰⁰

5. Payment Procedures:

- 5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) calendar days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the Town to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the project, consist of the following:

- Cover Sheet.....
- Advertisement for Bids.....AFB-1
- Instructions for Bidders.....IFB-1-5
- Bid Bond.....BB-1
- Contractor's Proposal.....CP-1-3
- Construction Contract.....CC-1-3
- Performance Bond.....PB-1-2
- Payment Bond.....PYB-1-2
- Technical Specifications.....TS-1

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

9.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.

9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF ATOKA

By: _____

Title: _____

(SEAL)

Attest: _____

Date: _____

Address for giving Notices:

Town of Atoka
P.O. Box 505
Atoka, Tennessee 38004

CONTRACTOR

By: Don Heath

Title: Estimator

(SEAL)

Attest: _____

Date: _____

Address for giving Notices:

APPROVED AS TO FORM:

Town Attorney

TOWN OF ATOKA, TENNESSEE
TOWN HALL PARKING LOT REPAIR
TECHNICAL SPECIFICATIONS

General Specifications

- This project is to be constructed in compliance with the current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

Attachment "A"

A) The work to be done is as follows:

- **MILL/CUT AND REMOVE 15 FAILED MARKED AREAS (14 AT TOWN HALL, 1 AT WALKER PARKWAY FIRE STATION) TO A DEPTH OF 2 ½ INCHES.**
 - **REPAIR SUB-BASE WHERE NECESSARY**
 - **HAUL ALL DEBRIS OFF FROM JOBSITE.**
 - **INSTALL A 411E HOT MIX WEARING SURFACE ASPHALT TO A DEPTH OF 2 ½ INCHES AFTER COMPACTION.**
 - **APPLY A HOT TAR CRACK FILLER AROUND EACH NEW REPAIR AREA**
 - **CRACK SEAL ALL EXISTING CRACKS**
 - **SEAL ALL AREAS BETWEEN ASPHALT AND CURB AND GUTTER**
 - **LEVEL HIGH PAVEMENT AROUND CURB AND GUTTER**
 - **CLEAN ENTIRE EXISTING ASPHALT PSRKING LOT FOR SEALING AND STRIPING**
 - **SEAL ALL AREAS NOT REPAIRED**
 - **STRIPE ENRIRE PARKING LOT WITH HEAVY DUTY TRAFFIC LATEX PAINT.**
 - **CLEAN JOBSITE COMPLETELY AFTER COMPLETION OF REPAIR.**
-
- **There will be pre-bid meeting on Thursday, April 1st , 2021at 9:00am in the conference room at Atoka Town Hall**

ASPAC LLC

ASPHALT PAVING CO.

Phone: 901.829.2009 Fax: 901.829.2006 PO BOX 739 Atoka, TN 38004 asphaltpavingmemphis@gmail.com

CONTRACT

NAME	TOWN OF ATOKA (CONTACT-DALTON PATRICK)	Date:	4/13/21
Address:		Phone:	
City:	State: TN	Cel:	901-545-9103
Job Location:	TOWN HALL 334 ATOKA-MUNFORD RD ATOKA, TN	Job Tel:	

Specification of Contract

PAGE 1 OF 2

A) REPAIR WORK: APPROX 4,426 SQ FT

1. MILL/CUT AND REMOVE 16 MARKED FAILED ASPHALT AREAS TO A DEPTH OF 2 1/2".
2. HAUL ALL DEBRIS FROM JOB SITE.
3. INSTALL A 411E HOT MIX WEARING SURFACE ASPHALT TO A DEPTH OF 2 1/2" AFTER COMPACTION.
4. APPLY A SUPERFFLEX HOT TAR CRACK FILLER AROUND EACH NEW REPAIR AREA.

TOTAL COST: \$17,000.00

B) CRACK FILL: LONG GENERAL CRACKS & CRACKS AROUND THE CURB & GUTTER

1. APPLY A SUPERFLEX HOT TAR CRACK FILLER TO ALL LONG GENERAL CRACKS & AROUND THE CURB & GUTTER.

TOTAL COST: \$1.50 (4,000 TO 5,000 LF IS ESTIMATED ON SITE)

I, the undersigned contractor, quote a price of :

All labor, taxes and materials included, to be paid as follows: (cash, check accepted)

☒ 100% on completion of job

☐ 50% deposit, balance on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control

Respectfully submitted:

Darren Feathers

Darren Feathers

ACCEPTANCE OF PROPOSAL

Bid Date:

4/13/21

Accepted Date: _____

Contractor:

Darren Feathers

By: X

Owner

*** NOTE: BID could be less if Town of Atoka goes with 1 COAT of sealer. AND crack fill could be less.*

ASPAC

ASPHALT PAVING CO.

Phone: 901.829.2009 Fax: 901.829.2006 PO BOX 739 Atoka, TN 38004 asphaltpavingmemphis@gmail.com

CONTRACT

NAME	TOWN OF ATOKA (CONTACT-DALTON PATRICK)	Date:	4/13/21
Address:		Phone:	
City:	State: TN	Cel:	901-545-9103
Job Location:	TOWN HALL 334 ATOKA-MUNFORD RD ATOKA, TN	Job Tel:	

Specification of Contract

PAGE 2 OF 2

C) LEVEL HIGH PAVEMENT AROUND CURB & GUTTER IN CERTAIN AREAS:

1. INFER RED HEAT SEVERAL HIGH ASPHALT AREAS AROUND THE CURB & GUTTER AND SMOOTH LEVEL WITH CONCRETE.

TOTAL COST:\$2,950.00

D) SEAL AND STRIPE: APPROX 63,113 SQ FT

1. CLEAN ENTIRE EXISTING ASPHALT PARKING LOT OF ALL DEBRIS FOR SEALING.

2. APPLY A PRE SEAL SOLUTION TO ALL OIL SPOTS.

3. APPLY A GEM SEAL ASPHALT EMULSION SAND SEALER TO THE ENTIRE LOT.

4. STRIPE LOT WITH A HEAVY DUTY TRAFFIC LATEX PAINT. CLEAN JOB SITE UPON COMPLETION OF WORK.

TOTAL COST- OPTION#1-1 COAT OF SEALER:\$12,900.00 OPTION#2-2 COATS OF SEALER:\$18,900.00

I, the undersigned contractor, quote a price of :

All labor, taxes and materials included, to be paid as follows: (cash, check accepted)

☒ 100% on completion of job

☐ 50% deposit, balance on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control

Respectfully submitted:

Darren Feathers

Darren Feathers

ACCEPTANCE OF PROPOSAL

Bid Date: 4/13/21

Contractor:

Darren Feathers

Accepted Date: _____

By: X

Owner

April 13, 2021

Exhibit H

TOWN OF ATOKA, TENNESSEE ROAD REPAIR PROJECT CONTRACTOR'S PROPOSAL

Bid of:

ASPAC PAVING CO. (ASPAC, LLC)

(Name of Bidder)

P.O. BOX 739 ATOKA, TN 38004

(Address of Bidder)

organized and existing under the laws of the State of TN and doing business as (indicate: "a corporation", "a partnership", "an individual", a "limited liability company" or otherwise, as applicable).

To: Town of Atoka - Owner
334 Atoka Munford Avenue
Atoka, TN 38004

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services, and other necessary supplies in strict accordance with the terms and conditions of the plans, specifications and CONTRACT DOCUMENTS within the number of consecutive calendar days and at the prices set forth below for the construction of:

Project: ROAD REPAIR PROJECT

By submitting this BID, BIDDER certifies that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER agrees, upon receipt of the NOTICE OF AWARD accompanied by the CONSTRUCTION CONTRACT and all required attachments, to cause same to be properly executed and returned to the TOWN OF ATOKA within fifteen (15) days thereafter. BIDDER further agrees, upon receipt of the NOTICE TO PROCEED, (i) to commence work on the PROJECT not later than the last date stated in the Notice to Proceed as to which the BIDDER may commence to proceed, (ii) to achieve Substantial Completion of the PROJECT within Sixty (60) consecutive calendar days after such date, otherwise, to pay the TOWN OF ATOKA as liquidated damages a sum as set forth in the Tennessee Department of Transportation Supplemental Specification Section 108.09 (based on Contract price) for each consecutive calendar day thereafter as provided in the GENERAL PROVISIONS; and (iii) to complete all Punch List items within thirty (30) consecutive calendar days after the date of Substantial Completion, as such date is determined by the TOWN.

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit price.

BIDDER acknowledges receipt of the following addenda (as applicable):

Addendum No. 1 _____ Dated _____

Addendum No. 2 _____ Dated _____

Addendum No. 3 _____ Dated _____

(Name of Bidder)

By: _____

Title: _____

TOTAL BID PRICE OF ROAD REPAIR PROJECT:

\$ 235,000 DOLLARS AND 00 CENTS

BIDDER understands that the Town reserves the right to reject any or all bids and to waive any informality in bidding.
Bidder further understands that Town may not award all project priorities.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of THIRTY (30) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: DARREN FEATHERS (Aspac) Contractor's Name

ESTIMATOR

Signature

Title

Printed or Typed Name

P.O. Box 739 Atoka, TN Business Address

Seal--if bid is by a corporation.

TOWN OF ATOKA, TENNESSEE
ROAD REPAIR PROJECT
CONTRACT AGREEMENT

This AGREEMENT made this 13 day of APRIL 2021 by and between the Town of Atoka, Tennessee, hereinafter referred to as the "Town," and ASPA LLC, hereinafter referred to as the "Contractor," witnesses that the Town and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

- 1.1. The work is generally described as the repair of various roads throughout the Town of Atoka for which the Contractor shall furnish all labor and materials necessary to facilitate a finished product as described in the Contract documents. The Contractor shall also provide a one-year warranty on all materials and workmanship, which shall commence upon final acceptance of the work by the Town.
- 1.2. This project is to be constructed under the current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.
- 1.3. The work is to be performed as described in Attachment "A".

2. Engineer:

- 2.1. The Project has been initiated by the Mayor who is hereinafter referred to as the "Engineer," and who is to act as the Town's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

- 3.1. All work will be substantially completed within sixty (60) calendar days from the date when the Contract Time commences.

4. Contract Price:

- 4.1. Contractor's price includes all road preparation or any other items of work or costs incidental to or normally associated with the type of work in this contract.
- 4.2. The Town shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$235,000

5. Payment Procedures:

- 5.1. The Contractor shall submit Applications for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the Town will make payment within thirty (30) calendar days from the request for payment.

6. Contractor's Representations:

6.1. In order to induce the Town to enter into this agreement, the Contractor makes the following representations:

6.1.1. The Contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.1.2. The Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable by the Contractor.

7. Contract Documents:

7.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the project, consist of the following:

- Cover Sheet.....
- Advertisement for Bids.....AFB-1
- Instructions for Bidders.....IFB-1-5
- Bid Bond.....BB-1
- Contractor's Proposal.....CP-1-3
- Construction Contract.....CC-1-3
- Performance Bond.....PB-1-2
- Payment Bond.....PYB-1-2
- Technical Specifications.....TS-1

7.2. There are no Contract Documents other than those listed in the Article 7.1. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Agreement.

8. Miscellaneous:

8.1. No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2. The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9. Other Considerations:

- 9.1. IN WITNESS WHEREOF, the Town and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the Town and the Contractor.
- 9.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the Town of all the work therein.

TOWN OF ATOKA

CONTRACTOR

By: _____

By: Darren Feather

Title: _____

Title: Estimator

(SEAL)

(SEAL)

Attest: _____

Attest: _____

Date: _____

Date: _____

Address for giving Notices:

Address for giving Notices:

Town of Atoka
P.O. Box 505
Atoka, Tennessee 38004

APPROVED AS TO FORM:

Town Attorney

TOWN OF ATOKA, TENNESSEE
ROAD REPAIR PROJECT
TECHNICAL SPECIFICATIONS

General Specifications

- This project is to be constructed in compliance with the current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

Attachment "A"

• **MILL, CUT, REMOVE AND REPAIR THE FOLLOWING AREAS:**

- **558 ROSEMARK RD (ALLEY BEHIND HOUSE)** \$ 6,000
1,260 Sq Ft
- **BUCKSTAND AT STERLING FARM** \$ 2,500
400 Sq Ft
- **MEADE LAKE AT WALKER PKWY (2 SPOTS)** \$ 10,600
3,000 Sq Ft
- **FARMER'S TRAIL AT WALKER PKWY** \$ 3,650
800 Sq Ft
- **TRACY RD AT MEADE LAKE** \$ 58,800
25,350 Sq Ft
- **681 TREBING PKWY** \$ 3,600
770SqFt
- **BLAYDES LN NORTH OF JAIMES** \$ 4,200
1,491 Sq Ft
- **673 MAPLE DRIVE** \$ 1,700
162Sq Ft
- **KEARNS CIRCLE (2 SPOTS)** \$ 3,400
500 Sq Ft
- **CLAIRE AT CHARLESWOOD** \$ 3,900
1,160 Sq Ft
- **454 STERLING FARM (2 SPOTS)** \$ 5,950
1) 1,302 Sq Ft 2) 528 Sq Ft
- **580 WALKER PKWY** \$ 12,900
5,796 Sq Ft
- **419 BLAYDES LN** \$ 1,700
179 Sq Ft
- **MAPLE DR AT KIMBROUGH** \$ 87,320
50,610 Sq Ft
- **EMILY COVE (ENTIRE COVE)** \$ 28,780
10,000 Sq Ft

Attachment "A" Continued

Attachment “A” Continued

- ALL AREAS SHOULD BE MILLED TO A DEPTH OF 2”
 - PATCHED AREAS MUST BE SAW CUT TO ENSURE SMOOTH TRANSITION
 - PERIMETER OF PATHED AREAS MUST BE SEALED
 - TACK COAT SHALL BE APPLIED TO ENSURE PROPER BONDING
 - INSTALL A 411E ROADWAY HOT MIX WEARING SURFACE ASPHALT TO A DEPTH OF 2” AFTER COMPACTION
 - INSTALL AND COMPACT TDOT APPROVED AGGREGATE WHERE NECESSARY
 - REPAIR AND COMPACT SUB-BASE WHERE NECESSARY
 - STRIPE ROADS UPON COMPLETION WITH HEAVY DUTY TRAFFIC LATEX PAINT
 - CLEAN AND HAUL OFF ALL JOBSITE WASTE UPON COMPLETION
 - ❖ NOTE- ALL SQUARE FOOTAGES ARE APPROXIMATE. CONTRACTOR SHALL PROVIDE THEIR OWN MEASUREMENTS WITHIN THE BID.
 - ❖ ALL AREAS TO BE REPAIRED ARE MARKED IN WHITE.
-
- The Town reserves the right to do all, some or none of the projects listed above.
 - There will be pre-bid meeting on Thursday, April 1st , 2021at 9:00am in the conference room at Atoka Town Hall

ASPAC

ASPHALT PAVING CO.

Phone: 901.829.2009 Fax: 901.829.2006 PO BOX 739 Atoka, TN 38004 asphaltpavingmemphis@gmail.com

CONTRACT

NAME	TOWN OF ATOKA (CONTACT-DALTON PATRICK)	Date:	4/13/21
Address:		Phone:	
City:	State: TN	Cel:	901-545-9103
Job Location:	ROAD WORK	Job Tel:	

Specification of Contract

A) ROAD WORK: 568 ROSEMARK, BUCKSTAND & STERLING FARM, MEADE LAKE & WALKER PKWY, FARMER'S TRAIL & WALKER PKWY, TRACY RD @ MEADE LAKE, 681 TREBING PKWY, BLAYDES LN N OF JAIMES, 673 MAPLE DR, KEARNA CIR, CLAIRE @ CHARLESWOOD, 454 STERLING FARM, 580 WALKER PKWY, 419 BLAYDES, MAPLE & KIMBROUGH & EMILY CV: APPROX 107,402 SQ FT

1. MILL ALL TRANSITION AREAS TO A DEPTH OF 2". SOME LOCATIONS WILL BE FULLY MILLED.
2. CLEAN ALL AREAS TO BE PAVED OF ALL DEBRIS. HAUL ALL DEBRIS FROM JOB SITE.
3. APPLY A TACK COAT TO FORM A BOND BETWEEN THE LAYERS.
4. INSTALL A 411E HOT MIX WEARING SURFACE ASPHALT TO A DEPTH OF 2" AFTER COMPACTION.
5. APPLY A SUPERFLEX HOT TAR CRACK FILLER AROUND THE PERIMETER OF EACH NEW REPAIR AREA.
6. STRIPE WITH A HEAVY DUTY TRAFFIC LATEX PAINT WHERE NEEDED UPON COMPLETION OF WORK.
7. CLEAN JOB SITE UPON COMPLETION OF WORK.

I, the undersigned contractor, quote a price of :

\$235,000.00

All labor, taxes and materials included, to be paid as follows: (cash, check accepted)

☒ 100% on completion of job

☐ 50% deposit, balance on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control

Respectfully submitted:

Darren Feathers

Darren Feathers

ACCEPTANCE OF PROPOSAL

Bid Date: 4/13/21

Contractor: *Darren Feathers*

Accepted Date: _____

By: X

Owner

Code Enforcement Monthly Report
Fiscal Year 2021

PERMIT INFORMATION		JUL	AUG	SEPT	OCT	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						5
Building Permit - Residential - New Build		14	11	13	6	6	10	12	3	12				87
Building Permit - Residential - Upstairs Finish				1		3	2	1	2					9
Misc Permit - Detached Garage			1											1
Misc Permit - Fence						1				1				2
Misc Permit - Fireworks Stand					1	1	1							3
Misc Permit - Pool Permit		5	1	12	1		1		1					21
Misc Permit - Sign Permit		1		1	1	1								4
Misc Permit - Storage Shed		3	4	2	4	7	2			1				23
TOTAL PERMIT INFORMATION		24	17	29	15	20	16	16	6	14	0	0	0	157
CERTIFICATE OF OCCUPANCY		JUL	AUG	SEPT	OCT	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	15	0	0	1	68
TOTAL CERTIFICATE OF OCCUPANCIES		7	4	17	7	2	7	4	5	15	0	0	1	69
BUILDING INSPECTIONS		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Form Board / Set Back Inspection		11	3	15	9	3	4		4	3				52
Footing Inspection														0
Plumbing Inspection			3	11	16	7	12	9	1	5				64
Sheeting Inspection		7	5	12	10	9	9	11	3	4				70
Brick Ties Inspection		7	6	12	7	6	10	10	5	5				68
Framing Inspection		8	5	10	8	6	21	16	8	13				95
Insulation Inspection		7	2	10	4	6	10	12	12	11				74
TOTAL BUILDING INSPECTIONS		40	24	70	54	37	66	58	33	41	0	0	0	423
CODE ENFORCEMENT ACTIONS		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Municipal Court Citations														0
Property Maintenance Complaints - Closed		37	39	17	21	24	12	16	13	21				200
Property Maintenance Complaints - Received		56	91	47	36	20	13	21	15	33				332
TOTAL CODE ENFORCEMENT ACTIONS		93	130	64	57	44	25	37	28	54	0	0	0	532
PERMIT FEES		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Collected Fees		\$8,355	\$6,758	\$9,035	\$4,520	\$4,334	\$5,680	\$6,698	\$1,790	\$6,169				\$53,339
TOTAL PERMIT FEES		\$8,355	\$6,758	\$9,035	\$4,520	\$4,334	\$5,680	\$6,698	\$1,790	\$6,169	\$0	\$0	\$0	\$53,339
COMMENTS														

Fence Permits issued:



ATOKA FIRE DEPARTMENT
MONTHLY REPORT



March-21								
Incidents	Current Month	Previous Month	Current Month Last Year	Year to Date	Dollar Loss	Dollar Saved		
Structure Fires-Atoka	3	3	0	7	\$80,000	\$1,000,000		
Structure Fires-County Area	3	3	5	9				
Total	6	6	5	16	\$80,000	\$1,000,000		
Fires Other-Atoka	11	4	1	16				
Fires Other-County Area	4	1	0	7				
Total	15	5	1	23				
HazMat Calls-Atoka	1	2	0	4				
HazMat Calls-County Area	0	0	0	0				
Total	1	2	0	4				
MVA-Atoka	6	5	11	23				
MVA-County Area	2	4	2	8				
Total	8	9	13	31				
EMS Calls-Atoka	50	72	48	176				
EMS Calls-County Area	6	12	9	27				
Total	56	84	57	203				
Other Calls (Service, Good Intent)-Atoka	3	17	10	40				
Other Calls (Service, Good Intent)-County Area	0	0	0	1				
Smoke Alarm Checks	23	41	30	101				
Smoke Alarm Installs	1	2	1	6				
Total	3	17	10	41				
Mutual Aid Given	5	5	2	16				
Mutual Aid Received	3	4	2	12				
Total Calls-Atoka	74	103	70	266			\$80,000	\$1,000,000
Total Calls-County Area	15	20	16	52			\$0	\$0
Totals for the Month	89	123	86	318	\$80,000	\$1,000,000		
Vehicle Fleet Status	DAYS OUT OF SERVICE		COMMENTS					
ENGINE 11 Smeal								
ENGINE 12 Wilson	31		Pump/Batteries					
ENGINE 13 Pierce								
BRUSH TRUCK 13 Ford								
Reserve Firefighter Hours	Training	Work	Total Hours	YTD Hours				
	56	312	368	633				
Comments								

Atoka Parks and Recreation

March Monthly Report - Calendar Year 2020-2021

Program / League Information				
Description	Participants		Program Cost	Fees Collected
	This Year	Last Year		
Camp- Fall Break	7	9	\$ 365.00	\$ 550.00
Camp-Spring Break	9	N/A (COVID)	TBA	\$ 750.00
Camp - Summer - Lego Camp		13		
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	TBA	\$ 1,950.00
Class - Art - Summer		N/A		
Sport - A - Kickball - Fall (teams)	5	5	\$ 1,187.98	\$ 1,466.00
Sport- A - Kickball - Spring (teams)	N/A	N/A (COVID)		
Sport - A - Softball (teams)	9 (2020)	11 (2019)	\$ 3,221.20	\$ 3,600.00
Sport - Y - Little Sports - Winter	25	20	TBA	\$ 1,500.00
Sport - Y - Little Sports - Blast Ball		34 (2020)		
Sport - Y - Little Sports - Tball		26 (2020)		
Sport - Y - Soccer - AYSO - Fall	150	172	\$ 8,385.94	\$ 10,500.00
Sport - Y - Soccer - AYSO - Spring	255	N/A (COVID)	TBA	\$ 17,890.00
Sport - Y - Softball - DYBS - Fall	280	260		
Sport - Y - Softball - DYBS - Spring	355	N/A (COVID)	TBA	\$ 25,630.00

Special Event Information				
Description	Participants		Event Cost	Fees/Donations Collected
	This Year	Last Year		
Event - Atoka BBQ Fest (teams)	64	CANCELLED DUE TO COVID	TBA	TBA
Event - Christmas Decorating	14	14	\$ 189.34	
Event - Easter Bunny Brunch	30	CANCELLED DUE TO COVID	TBA	\$ 480.00
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

Fiscal Performance				
Description	Current Month		Current Fiscal YTD	Last Fiscal Year
	This Year	Last Year		
Rentals - Facility Rentals	\$ 40.00	\$ -	\$ 585.00	\$ 360.00
Sales - Concession Stand - NLP	\$ -	\$ -	\$ 21,065.00	\$ 19,853.13
Sales - Concession Stand - WP	\$ -	\$ -	\$ 857.77	\$ 1,807.66

Citizen Service / Park Maintenance				
Description	Current Month		Current Year to Date	Last Year
	This Year	Last Year		
Q-Alert Service Requests Closed	0	3	10	45

Comments
Spring activities have started. Working on Summer programming. Will start get the Splash Pad ready for the season.



Atoka Police Department

68 Atoka - McLaughlin Drive



	Tennessee Incident Based Reporting System - Part 1 Crimes		
Town of Atoka	365 Days		
4/4/2021	2020	2021	+/-/=
Assault-Agg(All)	1	5	4
Assault-Agg	0	2	2
Assault-Agg DV	1	2	1
Child Abuse Agg	0	1	1
Auto Thft	2	4	2
Bur-Non-res	0	0	0
Bur-Residential	2	1	-1
Bur-Bus	4	0	-4
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	13	12	-1
Shoplift Fel	1	0	-1
Shoplift Misd	2	0	-2
Th Build	3	0	-3
Th Fr M/V	4	1	-3
Th Veh Parts	0	1	1
Th Other Trailer	0	1	1
Other Th/Non-Specific	3	9	6
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	24	22	-2



Atoka Police Department

68 Atoka - McLaughlin Drive



Tennessee Incident Based Reporting System - Additional Crimes			
Town of Atoka	Year to Year Comparison		
4/4/2021	2020	2021	+/-/=
Fraud	6	7	1
ID Theft	2	4	2
Credit Card	0	1	1
Swindle / Scheme	4	2	-2
Counterfeit / Forgery	1	0	-1
Weapons	0	1	1
MV Crash	60	53	-7
Injury	7	10	3
Hit and Run	3	3	0
Property damage	57	40	-17
Drugs / Narcotics	6	7	1
Felony	2	4	2
Misdemeanor	3	2	-1
Driving under Influence	1	1	0
Additional Totals	73	68	-5
Misc Reports	44	95	51
Bus and Res Alarms	44	58	14
Calls for Service	798	1,917	1119
Enforcement	2020	2021	+/-/=
Arrests	51	34	-17
Felony	6	14	8
Misdemeanor	45	20	-25
Citations	715	443	-272
General Sessions	42	29	-13
City Court	172	101	-71
Warnings	501	313	-188

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	34										66
EXISTING ACCOUNTS CLOSED	15	7	16										38
NET CHANGE - CUSTOMER ACCOUNTS	4	6	18	0	0	0	0	0	0	0	0	0	28

SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	36	10	35										81
TOTAL SEWER SERVICE ISSUES	36	10	35	0	0	0	0	0	0	0	0	0	81

SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	17	10	56										83
MISSSED COLLECTIONS	28	19	66										113
DAMAGED / REPLACED CANS	3	4	8										15
OTHER / TRASH	2	2	4										8
TOTAL SOLID WASTE SERVICE ISSUES	50	35	134	0	0	0	0	0	0	0	0	0	219

WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	2	0	1										3
METER SET - AUXILIARY SERVICE	0	0	1										1
METER MAINTENANCE	0	0	1										1
METERS REPLACED/ Antenna Added	2	0	0										2
ADJUSTMENTS	0	4	6										10
LATE PAYMENTS	424	423	533										1380
NON-PAYMENT DISCONNECTION	58	N/A	50										108
TOTAL WATER SERVICE ISSUES	486	427	592	0	0	0	0	0	0	0	0	0	1505

WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	17	28	46										91
SEWER	65	53	88										206
DITCHES, OTHER ISSUES	36	39	106										181
UTILITY LOCATES	151	232	454										837
TOTAL WORK ORDERS	269	352	694	0	0	0	0	0	0	0	0	0	1315

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	388										1150
E-BILL ACCOUNTS	912	917	920										2749
SOLID WASTE CUSTOMERS	2780	2786	2809										8375
RECYCLING CUSTOMERS	2133	2137	2160										6430

COMMENTS