



# *Board of Mayor and Aldermen*

# **Meeting Agenda**

Town Hall  
334 Atoka-Munford Avenue

Tuesday, May 11, 2021  
7:00 p.m.

Invocation & Pledge of Allegiance

## **I. Call to Order & Roll Call**

## **II. Minutes**

- a. Regular Board Meeting – April 13, 2021 Exhibit A

## **III. Reports**

- a. Financial Report ❖ Exhibit B

## **IV. Old Business**

- 1. None

## **V. New Business**

- a. Special Event Approval
  - 1. Cops and Bobbers Children's Fishing Event – June 12, 2021 Exhibit C
- b. Ordinances & Resolutions
  - 1. Ordinance – First Consideration – Amending FY2021 Town Budget Exhibit D
  - 2. Ordinance – First Consideration – Adopting FY2022 Town Budget Exhibit E
  - 3. Resolution – Approving an Agreement for Bookkeeping Services Exhibit F
  - 4. Resolution – Approving Short-Term Debt Issuance for Roundabout Project Exhibit G
- c. Miscellaneous Items
  - 1. Record Destruction Request – Finance and Utility Billing Exhibit H
  - 2. Approval of Roundabout Change Order – Culvert Pipe Exhibit I
  - 3. Oak Creek Phase V – Letter RE: Grinder to STEP systems Exhibit J
  - 4. Bid Award – Pioneer Park Paving Project Exhibit K

## **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 May 11, 2021

1. **Exhibit A – Board Meeting Minutes** - The minutes from the Board's regular monthly meeting in April are included for review and approval.
2. **Exhibit B – Financial Reports** – The monthly report detailing fiscal year financial performance through the month of April is included in the packet for your review.
3. **Exhibit C – Special Event Approval - Cops and Bobbers Children's Fishing Event** – The Cops and Bobbers event will be held on June 12, 2021 in the rear of Atoka's Nancy Lane Park at the Pond. The event was originally intended to be held at Pioneer Park, but the timing did not work out. The Pioneer Park pond needed to be drained so the contractor could get back in there for the repairs. Staff did a great job coming up with the alternative location.
4. **Exhibit D - Ordinance to Amend the FY2020 Town Budget** – This will be the first consideration of an ordinance to amend the Town budget for fiscal year 2021, running from July 1, 2020 to June 30, 2021. To comply with State law, the Town must amend its budget if expenditures for a department or fund exceed the figures in the adopted Town budget. The amended budget authorizes General Fund expenditures of \$49,800 in Legislative, \$ 1,672,502 in Fire, \$257,079 in Planning and Inspection, and \$2,468,604 in Parks.
  - The legislative amendment is due to revised actual expenditures.
  - The fire amendment is due in part to the COVID grant related purchases authorized by the Board – CPR Compression Device -\$21,143, AEDs - \$31,532, new Cardiac Monitor - \$33,564, Cascade Air Bottle refilling station - \$37,083, and Extractor/Installation - \$23,845.
  - Planning and Inspection is mainly due to an increase of professional services - \$27,603 and payroll projections for the remainder of the current fiscal year. As a reminder, professional services were chosen for the Pioneer Park bank stabilization and CEI on the roundabout projects.
  - Parks and Recreation are directly related to the Greenway Trail project grant and the necessary short-term funding of \$900,000.
5. **Exhibit E - Ordinance to Adopt the FY2021 Town Budget** – This will be the first consideration of the Town of Atoka budget for the fiscal year that begins July 1, 2021 and ends

June 30, 2022. As you know, the budget process was designed to be a bit more streamlined this year. Starting in February, budget meetings were held with department directors and financial staff every couple of weeks. On April 12<sup>th</sup> and April 22<sup>nd</sup>, staff met with Mayor Walker and the Finance and Administration liaisons. On May 3<sup>rd</sup>, the Board of Mayor and Aldermen held a work session to discuss the final draft budget. As we have adhered this schedule, the first consideration of the Fiscal Year 2022 has been prepared. Tennessee State Law requires that the first budget Ordinance be presented no less than 45 days prior to the new fiscal year on July 1<sup>st</sup>. The budget anticipates \$7,109,027 million in General Fund expenditures, \$720,000 in Solid Waste fund expenditures, \$336,360 in State Street Aid expenditures, \$31,000 in Drug Fund expenditures, \$1,732,626 in Water Fund expenditures, and \$1,927,303 in Sewer Fund expenditures. A public hearing will be held in advance of the second consideration of the ordinance on June 8<sup>th</sup>.

- 6. Exhibit F – Resolution – Approving an Agreement for FY2021 Bookkeeping Services –** This resolution approves an agreement between the Town and William Harmon for bookkeeping and reconciliation services. The term of the agreement is one (1) year, and the hourly rate has increased from 90.00 to 95.00 from the previous agreement. This is the first-rate increase since 2015.
- 7. Exhibit G - Resolution – Re-adopting - Debt Issuance for Roundabout Project –** At the April 13, 2021 Board meeting, the Board approved a short-term funding issuance which included a Resolution for the project. Several days after the Board’s approval, the Tennessee Municipal Bond Fund staff contacted the town to advise that we would need to re-adopt a new Resolution due to legislative changes to the required capital outlay note language. The revised language is reflected and highlighted in the revised Resolution for your review. The re-adoption is a housekeeping measure and staff recommends approval of the revised Resolution.
- 8. Exhibit H – Correspondence – Record Destruction Request –** From time to time, the Town removes records from our storage vault when the required records retention period has passed, and the record is no longer useful to the Town. The records are destroyed by shredding once they are cleared by the Board for destruction. A general overview of the records, the time period in which the record was generated, the required retention period and the allowable destruction date.
- 9. Exhibit I – Change Order – Roundabout – Culvert on Rosemark Road –** The change order is for the replacement of the culvert pipe on Rosemark Road within the area of the roundabout project. SSR was instrumental in obtaining TDOT approval to cover 80% of the replacement cost - \$17,797.12. The contractor will perform the replacement while the road is closed for construction so there will not be any additional inconvenience to residents. The town is only responsible for \$3,559.43 of the change order. Staff recommends approving the change order.
- 10. Exhibit J – Oak Creek Phase V – Letter RE: Grinder to STEP Systems –** Many of you know that grinder pumps have become a bit problematic for the town’s sewer system. They also require some level of ongoing expense and maintenance after installation, which falls on the town. In an effort to reduce the number of grinder pumps being installed in new subdivisions, staff has communicated to Trinity Homes and Munford Development to install

S.T.E.P. systems in the Oak Creek Phase 5 subdivision. This is a 14-lot subdivision which was originally approved for grinder pumps. The developer will pay all the fees associated with the grinder pumps, but the town will install S.T.E.P. systems. Any additional costs, if any, over the fees for the grinder pump installation will be the town's responsibility. This is a benefit to the town as installing the S.T.E.P. systems will provide for reduced maintenance costs well into the future. This letter of understanding has been reviewed by the town attorney and is exclusive to Oak Creek Phase 5.

**11. Exhibit K – Bid Award – Pioneer Park Paving Project** – The paving project for Pioneer Park's parking lot and walking trail was let out for bids. The town received only one bid by the deadline. ASPAC, LLC submitted their bid for \$34,500.00. Staff recommends awarding the bid to ASPAC, LLC in the amount of \$34,500.00.

**12. 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.



May 11, 2021  
**Exhibit A**

**TOWN OF ATOKA**  
334 Atoka-Munford Avenue  
Atoka, Tennessee 38004  
Phone: (901) 837-5300  
[www.TownofAtoka.com](http://www.TownofAtoka.com)

**Town of Atoka Board of Mayor and Aldermen  
Regular Monthly Meeting  
April 13, 2021 7:00 p.m.**

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

The meeting was called to order by Mayor Walker at 7:00 p.m. The meeting was also broadcast electronically via Zoom.

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

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

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

**Absent:** None

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

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

**Old Business:** None

**New Business:**

**Ordinances and Resolutions:**

- 1. Resolution – 21-04-01 – Approving Short-Term Debt Issuance for Roundabout Project – Exhibit C** – Alderman Feldmayer made a motion to approve the resolution for the two (2) year term. Alderman Akin seconded the motion. Roll Call. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, and Akin-yes. Motion carried.
- 2. Resolution – 21-04-02 – Fire Hydrant Use Agreement with Poplar Grove Utility – Exhibit D** – Alderman Feldmayer made a motion to approve the resolution as presented contingent on Poplar Grove Utility approval of the agreement at their Board meeting. Alderman Giannini seconded the motion. Roll Call. Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, and Giannini-yes. Motion carried.
- 3. Resolution 21-04-03 – Setting TCRS Contribution Rate – Exhibit E** – Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Harber seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, and Harber-yes. Motion carried.

**Special Event Approval:**

- 1. Food Truck Festival – Exhibit F** – Director Isbell reviewed the event with the Board. Alderman Feldmayer made a motion to approve the event. Alderman Akin seconded the motion. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes and Akin-yes. Motion carried.

### **Miscellaneous Items:**

1. **Roundabout – Culvert Replacement Update** – Administrator Woerner advised the Board that the culvert pipe under Rosemark Road near the entrance to APC Storage will be replaced during the closure the intersection. Staff will request that TDOT include the replacement within the scope of the roundabout project. Staff is 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 as it would be if it is included in the project. No action was taken.
2. **Trash Collection Contract – Waste Pro** – Waste Pro Municipal Marketing Director Lori Cate reviewed with the Board the contract issues regarding goals and benchmarks for missed trash collections and failing equipment that were not met. Ms. Cate advised that there were administrative personnel issues that caused some of the breakdown in communications. The Board agreed to allow Waste Pro 90 days to repair those issues and bring back an update at the July 13 Board meeting.

### **Bid Awards:**

1. **Town Hall Parking Lot Repair – Exhibit G** – Public Works Director Dalton Patrick reviewed the bid for the Town Hall Parking Lot Repair Project. One bid was received from ASPAC Paving Co. in the amount of \$46,350.00. Alderman Feldmayer made a motion to approve the bid as presented. Alderman Giannini seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, Harber-no and Pace-yes. Motion carried.
2. **Road Repairs – Exhibit H** – Public Works Director Dalton Patrick reviewed the bid for the Road Paving Repair Project. One bid was received from ASPAC Paving Co. in the amount of \$235,000.00. Alderman Feldmayer made a motion to approve the bid as presented. Alderman Akin seconded the motion. Roll Call. Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes and Renfrow-yes. Motion carried.

### **Departmental Reports:**

1. **Code Enforcement:** Director Wallace reviewed the report as presented.
2. **Fire Department:** Chief Posey reviewed the report as presented. Chief Posey advised the Board of the following: The fire department participated in the BBQ Fest and he thanked everyone for the outstanding teamwork displayed working the event. The Roundabout detour route seems to be working well.
3. **Parks Department:** Director Isbell reviewed the report as presented. Director Isbell advised the Board of the following: The BBQ Fest was a huge success and thanked everyone for their teamwork. Director Isbell advised that the splash pad will open Memorial Day weekend and asked for direction regarding charging an entrance fee for the splash pad. Aldermen Akin, Harber, Pace and Renfrow are in favor of charging a fee. Aldermen Feldmayer and Giannini are not in favor of charging a fee.

Director Isbell requested permission from the Board to upgrade one current permanent part-time field maintenance position to a full-time field maintenance position. Alderman Feldmayer made a motion to approve the full-time position. Alderman Harber seconded the motion. Roll call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes and Harber-yes. Motion carried.

4. **Police Department:** Chief Rudolph reviewed the report as presented. Chief Rudolph advised the Board of the following: Chief Rudolph advised that the police department participated in the Tipton County Trash Clean-up Day. The Pill Take-Back Program will be held April 24<sup>th</sup>. Chief Rudolph has received six applicants for the vacant police patrol position. Chief Rudolph presented Officer Dylan Daniel with the March Officer of the Month Award.
5. **Public Works Department:** Director Patrick reviewed the report as presented. Director Patrick requested permission from the Board to add one full-time staff member to the public works department. Alderman Pace made a motion to add the requested staff member. Alderman Giannini seconded the motion. Roll call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes and Feldmayer-yes. Motion carried.

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

1. Alderman Feldmayer asked for an update on the turn lane at intersection of Hwy 51 and Watson Rd that needs repair. Administrator Woerner advised that he will contact TDOT.
2. Administrator Woerner recognized the outstanding teamwork that the Town employees and volunteers did during the BBQ Fest Event.

**Citizen Concerns:**

1. Joyce of Sullivan Heights expressed concerns regarding the security outside of Atoka Elementary. Mayor Walker advised that he will pass the information to the school Board.
2. Persia Phelps of 20 Nugget Lane expressed concerns about charging fees for the splash pad, concerns about road paving, concerns about missed trash collections, and concerns about off road vehicles riding on the street.

Alderman Feldmayer motioned to adjourn the meeting. Alderman Harber seconded the motion. The meeting ended at 8:57 pm.

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**W. Daryl Walker, Mayor**

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**Deborah Pickard, Recorder**

# SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Ten Months Ending April 30, 2021

<b><u>General Fund</u></b>	10 month	% of Budget	
<b>Revenues:</b>	<b>Actual</b>	<b>Budget</b>	<b>Total Budget</b>
Property Tax	2,287,624	102.9%	2,222,500
Sales Tax	2,544,726	100.9%	2,523,000
Grants	1,216,185	48.7%	2,497,277
Other Revenues	1,747,901	187.1%	934,441
<b>Total</b>	<b>7,796,436</b>		<b>8,177,218</b>
<b>Expenditures:</b>			
Legislature & Judicial	48,740	79.9%	61,000
Finance & Administration	353,026	64.1%	550,763
Police	1,650,162	78.6%	2,100,592
Fire	1,390,234	87.2%	1,594,245
Planning & Inspection	212,434	100.7%	210,916
Streets	521,403	26.1%	1,998,877
Parks & Recreation	2,358,481	144.6%	1,630,590
<b>Total</b>	<b>6,534,480</b>		<b>8,146,983</b>
Excess Revenue Over Expenditures	1,261,956		30,235
<b>Cash on Hand at End of Period (1)</b>	<b>3,363,206</b>		

<b><u>State Street Aid Fund</u></b>			
Revenue	276,642	83.8%	330,000
Expenditures	60,327	18.3%	330,000
Excess Revenue Over Expenses	216,315	0	
Cash on Hand at Beginning of Year	162,818		
<b>Cash on Hand at End of Period</b>	<b>379,133</b>		

<b><u>Drug Fund</u></b>			
Revenue	18,082	45.2%	40,000
Expenditures	4,929	82.2%	6,000
Excess Revenue Over Expenses	13,153	0	34,000
Cash on Hand at Beginning of Year	29,118		
<b>Cash on Hand at End of Period</b>	<b>42,271</b>		

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

544,253

May 11, 2021

**Exhibit B**

<b><u>Solid Waste Collections</u></b>			
Revenue	528,092	89.5%	590,000
Expenditures	384,134	66.8%	575,000
Excess Revenue Over Expenses	143,958	0	15,000
Cash on Hand at Beginning of Year	123,460		
<b>*Cash on Hand at End of Period</b>	<b>267,418</b>		

## SUMMARY OF FINANCIAL CONDITION WATER FUND

*For the Ten Months Ended April 30, 2021*

Cash on Hand at Beginning of Year	\$ 2,554,547
Cash on Hand at End of Period	\$ 2,968,800
Total Bonds/Notes outstanding 04/30/21	\$ 2,257,899

<b>Net Income(Regulatory Basis) vs. Prior Year</b>		
	<b>4/30/2021</b>	<b>4/30/2020</b>
<b>Revenues</b>	\$ 2,110,201	\$ 1,932,564
<b>Expenses</b>		
Water Purchases	\$ 422,482	\$ 399,918
Sewer Treatment Fees	\$ 103,593	\$ 132,476
Payroll and Benefits	\$ 435,666	\$ 430,771
System Maintenance	\$ 399,886	\$ 343,408
System Operation	\$ 90,200	\$ 83,302
Billing and Payments	\$ 59,644	\$ 81,493
Other Expenses	\$ 155,608	\$ 146,143
Depreciation	\$ 395,833	\$ 383,333
<b>Total</b>	\$ 2,062,912	\$ 2,000,844
<b>Net Income (loss)</b>	\$ 47,289	\$ (68,280)

**Total - All Funds: 7,722,046**

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

# TOWN OF ATOKA

## Event Proposal

**Event:** Cops and Bobbers

**Sponsor:** Atoka Police, Park & Rec, TWRA, & Vucon

**Date:** June 12, 2021

**Time:** 7am-10am

**Description:** The event is proposed as a Cops and Bobbers event to be held at the back of Atoka's Nancy Lane Park at the Pond. Yellow circle shows where we will be located. The event will be a one-day event. Typically, this event would be held at Pioneer Park but due to construction and repair of the pond we are unable to this year. We would like to keep the date and move it to Nancy for just this year. Parks staff and Police have come up with a plan to make it happen at Nancy. We are excited for this event. The 1<sup>st</sup> event in 2019 was a huge success.



**Recommendation:** Staff recommends approval of event

**ORDINANCE NUMBER \_\_\_\_\_****Exhibit D****AN ORDINANCE OF THE TOWN OF ATOKA, TENNESSEE AMENDING SECTION 3 OF ORDINANCE NUMBER 20-06-02 RELATED TO APPROVED EXPENDITURES FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.**

**WHEREAS**, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

**WHEREAS**, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

**WHEREAS**, on June 23, 2020, the Board of Mayor and Aldermen adopted a budget for the fiscal year 2021 and, through the course of the year, amendments to the budget have become necessary.

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

**SECTION 1.** Section 3 of Ordinance Number 20-06-02, passed by the Board of Mayor and Aldermen on June 23, 2020 is hereby amended to appropriate funds for the General Fund as follows:

<b>General Fund</b>	<b>FY21 Adopted Budget</b>	<b>FY21 Amended Budget</b>
Legislative	\$44,800	\$49,800
Fire	\$1,594,245	\$1,672,502
Planning & Inspection	\$210,916	\$257,079
Parks	\$1,615,590	\$2,468,604
<b>Total Expenditures</b>	<b>\$3,465,551</b>	<b>\$4,447,985</b>

**SECTION 2.** All other sections of Ordinance Number 20-06-02 shall remain as passed by the Board of Mayor and Aldermen.

**SECTION 3.** This ordinance shall become effective immediately upon its adoption, the public welfare requiring it.

**PASSED** on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 11<sup>th</sup> day of May 2021.

**PASSED** on the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 8<sup>th</sup> day of June 2021.

\_\_\_\_\_  
W. Daryl Walker, Mayor

ATTEST:

\_\_\_\_\_  
Town Recorder

**ORDINANCE NUMBER \_\_\_\_\_****Exhibit E**

**AN ORDINANCE OF THE TOWN OF ATOKA, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022 AND OTHER RELATED REVISIONS TO THE ATOKA MUNICIPAL CODE OF ORDINANCES.**

**WHEREAS**, Tennessee Code Annotated Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

**WHEREAS**, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

**WHEREAS**, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

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

**SECTION 1.** The budget consisting of the Available Funds and Appropriations listed in Sections 2 and 3 below be adopted for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

**SECTION 2.** The Board of Mayor and Aldermen estimate anticipated revenues of the Town from all sources to be as follows:

**Revenues**

Local Taxes	\$4,772,523
Licenses and Permits	\$81,400
Intergovernmental Revenues	\$1,683,602
Charges for Services	\$223,750
Fines and Other Revenues	\$377,800
Total Revenues - General Fund	\$7,139,075
Fund Balance	\$2,842,594
Total Available Funds General Fund	<b>\$9,981,669</b>
<b>Solid Waste Fund</b>	
Revenues	\$600,000
Fund Balance	\$135,936
Total Available Funds	<b>\$735,936</b>
<b>State Street Aid Fund</b>	
Intergovernmental Revenues	\$336,360
Fund Balance	\$218,664
Total Available Funds	<b>\$555,024</b>

**Drug Fund**

Court fines and Costs	\$31,000
Fund Balance	\$29,118
Total Available Funds	<b>\$60,118</b>

**Water Fund**

Revenues	\$1,733,002
Estimated Available Cash	\$2,842,101
Total Available Funds	<b>\$4,575,103</b>

**Sewer Fund**

Revenues	\$2,156,835
Estimated Available Cash	\$5,843,338
Total Available Funds	<b>\$8,000,173</b>

**SECTION 3.** The Board of Mayor and Aldermen appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

**Expenditures****General Fund**

Legislature	\$49,600
Judicial	\$16,200
Finance and Administration	\$544,890
Police	\$2,234,518
Fire	\$1,778,528
Code Enforcement	\$426,370
Streets	\$1,200,706
Parks and Recreation	\$646,215
Grants and Donations	\$12,000
Total Expenditures - General Fund	<b>\$7,109,027</b>

**Solid Waste Fund**

Total Expenditures - Solid Waste	<b>\$720,000</b>
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**State Street Aid Fund**

Total Expenditures - State Street Aid	<b>\$336,360</b>
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**Drug Fund**

Total Expenditures - Drug Fund	<b>\$31,000</b>
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**Water Fund**

Total Expenses	<b>\$1,732,626</b>
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**Sewer Fund**

Total Expenses	<b>\$1,927,303</b>
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**SECTION 4.** No appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

**SECTION 5.** A detailed line-item financial plan shall be prepared in support of the budget.

**SECTION 6.** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balance.

**SECTION 7.** The appropriations of this budget shall become the appropriations for the next fiscal year until a budget for the next fiscal year has been adopted.

**SECTION 8.** There is hereby levied a property tax rate of \$0.98 per \$100.00 of assessed valuation rounded to the nearest dollar for the purpose of funding General Fund services.

**SECTION 9.** This ordinance shall take effect from the date of its final passage, the public welfare requiring it.

**PASSED** on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 11th day of May 2021.

**PUBLIC HEARING** held by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 8<sup>th</sup> day of June 2021.

**PASSED** on the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 8<sup>th</sup> day of June 2021

ATTEST:

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W. Daryl Walker, Mayor

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Town Recorder

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND WILLIAM H. HARMON, CPA FOR BOOKKEEPING SERVICES.**

**WHEREAS**, the Town of Atoka desires to retain bookkeeping services for reviewing monthly reports and reconciling end of year reports in advance of the annual audit process; and

**WHEREAS**, William H. Harmon is a Certified Public Accountant with a background in governmental accounting who can provide the desired services that, as determined by the Town, will best meet the needs of the Town; and

**WHEREAS**, under the proposal, William H. Harmon, will provide the desired bookkeeping services for the Town, as more fully described in the proposed agreement attached to this resolution and incorporated by reference herein.

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

**SECTION 1.** The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby approves and accepts the agreement by and between the Town of Atoka, Tennessee and William H. Harmon 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 11<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Recorder

## **William M. Harmon**

Certified Public Accountant

P.O. Box 491, 117 N. Main St.

Ripley, TN 38063-0491

Tel. (731) 635-3791

Fax (731) 635-5626

williamharmoncpa.com

May 3, 2021

To: the Mayor, Board of Aldermen, & Town Management  
Town of Atoka Tennessee  
334 Atoka-Munford Avenue  
Atoka, Tennessee 38004

I hope to better meet your expectations of service from my firm by identifying the services to be provided. My services will cover work on the financial statements for the fiscal year ending June 30, 2021 and other future reconciliation services on an as-needed basis as directed by the Town up until this agreement is terminated by either party or replaced by another agreement.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services, or other services I provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, I will inform you of any material errors and of any evidence or information that comes to my attention during the performance of my procedures that fraud may have occurred. In addition, I will inform you of any evidence or information that comes to my attention during the performance of my procedures regarding illegal acts that may have occurred. I have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

I will reconcile and propose adjusting entries, from information you provide, for the financial statements of the Town of Atoka for the year ended June 30, 2021 and other future reconciliation services on an as-needed basis as directed by the Town. The primary purpose of this engagement is to make final adjustments to the general ledger accounts so that they can be presented materially correct to the independent auditor and facilitate the completion of the audit of the financial statements as expeditiously as possible. I will also perform any additional services requested by management as needed. The goal of this engagement is to have the Town's general ledger complete and ready for submission to the Town's independent auditor by August 31, 2021 and I agree to meet this goal with the cooperation and assistance as needed of the Town personnel. If for any reason this goal cannot be met, the specific explanation for this goal not being met and timeline for completion will be delivered in writing to the Town no later than August 31, 2021.

The Town is responsible for:

- 1) the preparation and fair presentation of the financial statements in accordance with Government Auditing Standards generally accepted in the United States of America.
- 2) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.
- 3) preventing and detecting fraud.
- 4) identifying and ensuring that the company complies with the laws and regulations applicable to its activities.
- 5) making all financial records and related information available to me and for the accuracy and completeness of that information.

My work does not contemplate performing, analytical procedures, or other procedures performed in a review. Additionally, my work does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection,

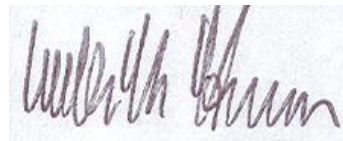
observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, I will not express an opinion or provide any assurance regarding the financial statements being reconciled.

William Harmon is the engagement partner and is responsible for supervising this engagement.

My fees for these services will be billed at the standard hourly rate of \$95 per hour. You may also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel. My invoices for these fees will be rendered each month as work progresses and are payable on presentation.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Sincerely,

A handwritten signature in dark ink, appearing to read "William Harmon", is written over a light blue horizontal line.

---

William Harmon CPA

Acknowledged:

Town of Atoka

---

Signature

---

Title

---

Date

May 11, 2021

## Exhibit G

### 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 second fiscal year following the fiscal year in which the Notes are issued. Each year the Notes are outstanding the Municipality shall retire principal on the Notes in an amount that is estimated to be at least equal to an amortization which reflects level debt service on the Notes. If the Notes are issued through the Tennessee Municipal Bond Fund ("TMBF"), alternative loan program, the rate of interest will

include an annual fee equal to 15 basis points (0.15%), payable to TMBF by the bank, to be paid from each periodic payment of interest on the Notes, based on the outstanding principal amount of the Notes. 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 11th day of May 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 May 11, 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 11th day of May, 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 May 11, 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.



May 11, 2021

## Exhibit H

### MEMORANDUM

To: Honorable Mayor Daryl Walker & Board of Aldermen  
From: Debbie Pickard, Town Recorder  
Re: Records Destruction Request

In accordance with Tennessee Code Annotated, Town records that are on file and have met the retention schedule requirements will be destroyed in compliance with the guidelines established by the Secretary of State's Office. The Recorder's Office has reviewed the documentation to be destroyed and submits the following records for destruction.

#### Utility Billing Records

- Meter Reading Reports / Edits and Account Billing Registers
- Daily Reports
- Trash and Sewer Register
- Utility Billing Credit and Collections Report
- Bank Statements
- Water Fund Expenses
- General Fund Expenditures

Record Period	Retention Period	End of Retention
January 2018 – April 2018	3 Years	April 2021
November 2016 - January 2018	3Years	February 2020
January 2013 - January 2014	3 Years	2020
January 2012 – January 2014	3 Years	2020
June 2011 – May 2013	7 Years	May 2020
July 2012 – June 2014	7 Years	June 2021
July 2012 – June 2014	6 Years	June 2020

As of April 1, 2021 all customer records which include existing as well as terminated customers to be turned over to digital. The paper documents for the accounts are to be destroyed. Going forward all new customer documents will be filed digitally to the customer's account.

I hereby certify that the records described are no longer needed in the transaction of current business, are not the subject of any pending dispute or litigation and no longer possess sufficient administrative, legal, historical or fiscal value to warrant further retention.

If you have any questions, please do not hesitate to contact me.

May 11, 2021

# Exhibit I

## RESOLUTION NO. \_\_\_\_\_

### **A RESOLUTION APPROVING A CHANGE ORDER FOR ROUNDABOUT CULVERT REPAIR ON ROSEMARK ROAD.**

**WHEREAS**, the Town of Atoka, Tennessee and Rose Construction Inc. entered into a contract agreement to construct the Roundabout project at SR 206 and Rosemark Road and on 10/08/2020;

**WHEREAS**, a change order was requested to modify the additional construction repairs for an existing culvert, and;

**WHEREAS**, the cost for Rose Construction, Inc. to update design modifications would require an additional \$17,797.12 fee, and;

**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 the Rose Construction, Inc. 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 11<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Recorder

### Supplemental Agreement and/or Request for Construction Change Change Order Request #01

Project Title/Termini:	<u>S.R. 206 Intersection at Rosemark Road (Roundabout Installation)</u>		
Owner:	<u>Town of Atoka</u>	PIN:	<u>118554.00</u>
Address:	<u>334 Atoka-Munford Ave.</u>	State Project No.:	<u>84LPLM-F3-030</u>
	<u>Atoka, TN 38004</u>	Federal Project No.:	<u>STP/M-206(10)</u>
		Contract No.:	<u></u>
County:	<u>Tipton</u>		

Whereas, we Rose Construction, Inc. with North American Specialty Insurance Company, as a Surety, entered into a contract with the Town of Atoka, on 10/8/2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:  
increase the quantity of two existing Contract items, revise the unit price of one existing Contract item, and add one new item to the Contract.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by \_\_\_\_\_ days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: 156days (Date:8/24/2021)

Original Contract Amount: \$1,347,190.03

Approved Change Orders: \$0.00

Current Change Order: +\$17,797.12

Pending Change Orders: \$0.00

Total Change Orders: +\$17,797.12

Contract Completion Time with Change Orders: 156 days (Date: 8/24/2021)

**Supplemental Agreement and/or Request for Construction Change**  
**Change Order Request # 01**

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

[illegible]

Now, Therefore, We, Rose Construction, Inc., Contractors, and North American Specialty Insurance Group, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

**Recommended for Approval**



*Nick Taylor*  
Engineer/CE (Signature)

4-19-2021  
Date

Approved By:

**Contractor (Signature)**

Date \_\_\_\_\_

By:	_____	_____
	Surety (Signature)	Date
By:		<u>4-21-2021</u>
	Owner (Signature)	Date
Approved for Eligibility		<u>4/19/2021</u>
By:	_____	_____
	Local Programs (Signature)	Date

April 19, 2021

Marc Woerner  
Town Administrator  
Town of Atoka  
334 Atoka-Munford Rd.  
Atoka, Tennessee 38004

Project No.: 84LPLM-F3-030  
Reference No.: STP/M-206(10)  
PIN No.: 118554.00  
Description: Atoka Roundabout  
County: Tipton

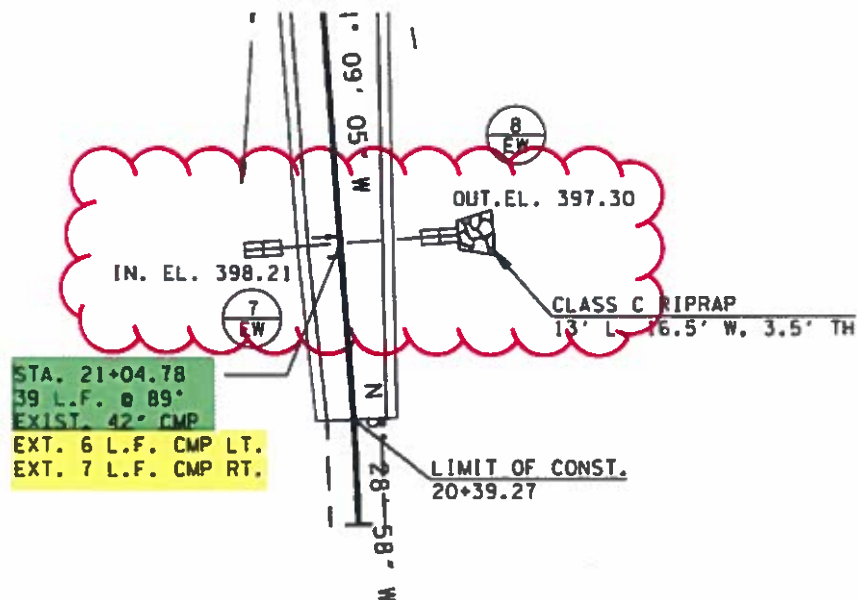
Re: Change Order Request No. 01

Dear Sir:

The purpose of this Change Order is to increase the quantity of two existing Contract items, revise the unit price of one existing Contract item, and add one new item to the Contract.

There is an existing 42" diameter corrugated metal pipe (CMP) culvert on Rosemark Rd. located at Sta. 21+04.78 as illustrated in the figure below. The existing pipe length is 39-LF and was to remain in-place. This CMP culvert was to be extended 6-LF to the west and 7-LF to the east to accommodate the widened roadway section.

Figure 1. Plan Sheet 4B, Culvert Plan View



There continues to be an underlying issue with the existing CMP culvert that is causing settlement in the roadway directly over the pipe. The Town of Atoka (the Town) regularly performs roadway maintenance at this location by restoring the asphalt to the original grade; however, this area continues to settle after numerous attempts to repair it. Presently, the Town has added two steel plates to span the failing area in the roadway. The Town fears that if the underlying issue is not addressed now, the same issue will propagate up through the newly constructed roadway section. Current photos of the failed area in the roadway directly above the existing CMP culvert are included in Appendix A. One can see from the photo taken of the inside of the CMP that there are areas where the CMP has rusted through. It appears that embankment over and around the CMP is escaping through the rusted sections creating voids underneath the roadway causing it to settle.

The Town desires to replace the existing CMP culvert rather than add on the extensions to an already failing CMP. It is proposed to unearth and remove the existing 42" CMP and replace it with a new 42" CMP culvert.

### 1.0 EXISTING CONTRACT ITEMS

It is proposed that the following Contract items be adjusted accordingly:

#### 203-01 ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)

Original Contract Quantity:	6,470-CY
Quantity as a result of this Change Order:	6,645-CY

It is estimated based off the cross-section of the roadway included in the plan set that 175-CY of earth will have to be removed to extract the existing CMP culvert. The contractor agrees to perform this additional work at the agreed upon unit price in the Contract. At the Contract unit price of \$9.25/CY, the Contract amount will be increased \$1,618.75 ( $175\text{-CY} \times \$9.25/\text{CY}$ ) by this change condition. Since this unit price was approved by TDOT prior to the Notice to Proceed (NTP) Construction, SSR did not perform an independent cost analysis on this item.

#### 607-37.06 42" CORRUGATED METAL PIPE CULVERT

Original Contract Quantity:	13.0-LF
Quantity as a result of this Change Order:	52.0-LF

It is proposed to replace the existing 42" CMP culvert that is failing rather than add extensions onto it. The contractor was awarded the original 13-LF of CMP culvert in the Contract for \$323.79/LF. The contractor received a price quote from Consolidated Pipe and Supply Co., Inc. on August 25, 2020 for the 13-LF of CMP for the extension as exhibited in Appendix B. The cost per linear foot at that time was \$103.50.

Upon receiving the change request by the Town, the contractor reached back out to their pipe supplier on February 26, 2021 to get a quote for the additional pipe to replace the existing pipe culvert. Their supplier's cost per linear foot went up to \$159.00 as exhibited in Appendix C. This amounts to a 53.62% increase in the cost of the CMP culvert.

The contractor has submitted a request to revise the unit cost of this item to \$343.08/LF as exhibited in Appendix D. This amounts to a 5.96% increase to the original Contract unit price. SSR attempted to convince the contractor to perform the altered work using the original Contract unit price; however, the

contractor requested to revise the Contract unit price considering the character of work changed and the fact that their cost of the material increased. SSR finds the cost increase to be in accordance with TDOT Standard Specifications *109.04 METHODS OF PAYMENT FOR ADDITIONAL OR ALTERED WORK* (within 10% of original Contract unit price) and *109.05 ELIMINATED OR ALTERED ITEMS* (material escalation). Therefore, SSR recommends the contractor's revised unit price for approval.

## 2.0 NEW CONTRACT ITEMS

It is proposed that the following item be add to the Contract:

### 202-01.50 REMOVAL OF STRUCTURES & OBSTRUCTIONS (42" CMP)

Original Contract Quantity:	0.00-LS
Quantity as a result of this Change Order:	1.00-LS

This item is being proposed to compensate the contractor for removal of the existing 39-LF 42" CMP culvert. The contractor has submitted a cost breakdown for the labor, equipment, fees, and overhead & profit for performing this work as included in Appendix E.

SSR reviewed the proposed labor hours & labor force to perform the work and agree with them. SSR compared the labor rates to the rates/classifications in their certified payrolls and find the labor rates to be acceptable. The equipment hours match the operator labor hours. SSR compared the equipment hourly rates to the equipment rental rates found in the *RSMMeans Cost Data* guide and found them to be acceptable. The fees for hauling off the existing CMP culvert and excess embankment are reasonable. Lastly, the overhead & profit percentage does not exceed 15% which is consistent with TDOT Standard Specifications *109.04 METHODS OF PAYMENT FOR ADDITIONAL OR ALTERED WORK* (negotiated prices). Therefore, SSR recommends the lump sum price of \$2,547.48 for approval.

As a result of these changes, the net increase to the Contract will be \$17,797.12. Contract time shall not be extended as a result of this change order. If you have any questions or concerns, please feel free to contact me. Thank you for your time and consideration concerning this matter.

Sincerely,  
Smith Seckman Reid, Inc.

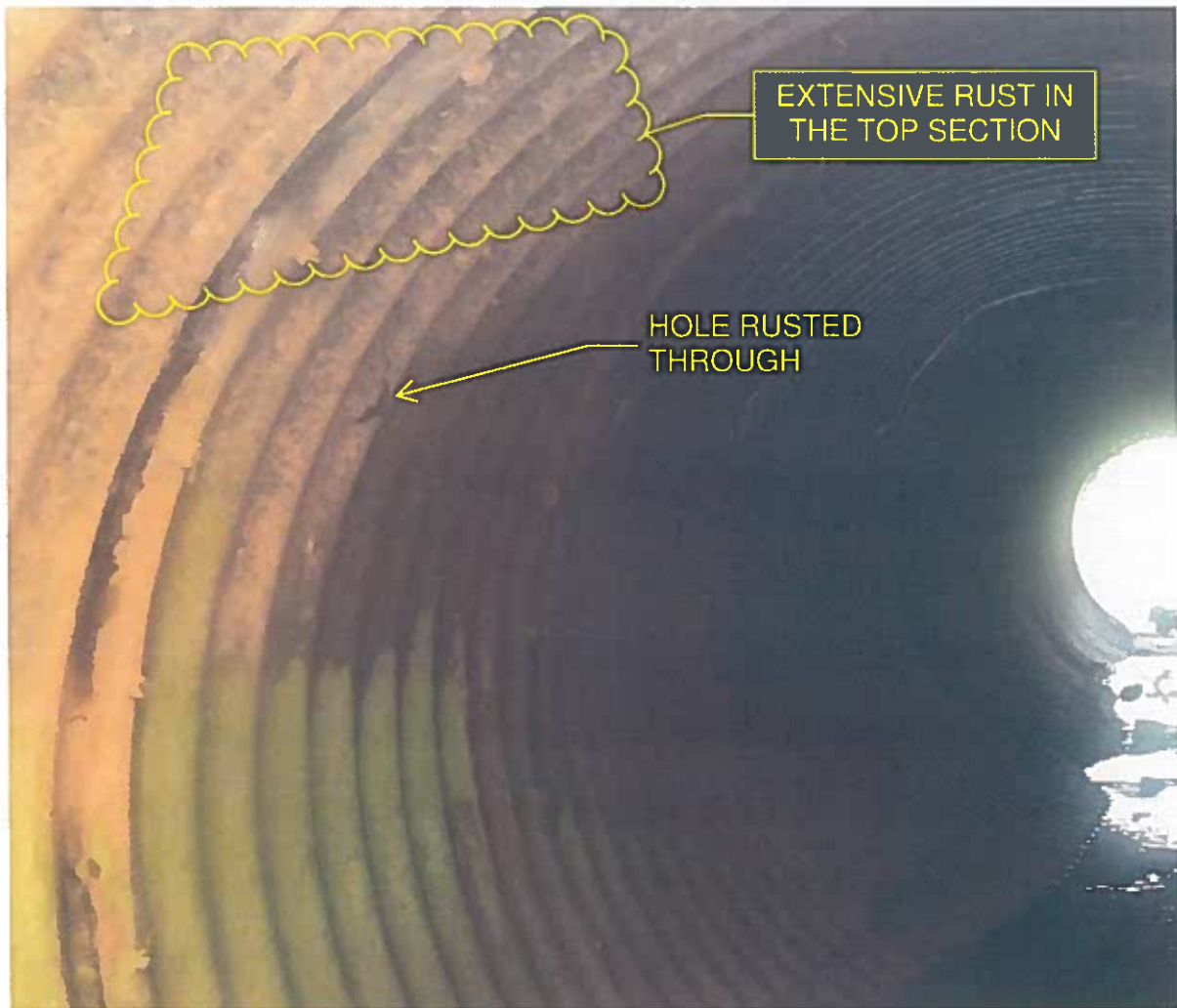


Nick Taylor, PE  
Project Manager

APPENDIX A – CURRENT ROADWAY CONDITION







APPENDIX B – ORIGINAL CMP PRICE QUOTE

CONSOLIDATED PIPE AND SUPPLY CO., INC.  
CUSTOMER QUOTE

190 Mann Drive  
Collierville TN 38017

Quote Nbr: 260973 000  
Quote Date: 8/25/2020

Page 1

0035 - SHANNON BROWN  
Phone: 901-850-3200  
Fax: 901-850-3201  
Toll Free: 800-467-8912

Job: ATOKA ROUNDABOUT

031224 - ROSE CONST INC  
126 HIGHWAY 51 SOUTH  
COVINGTON TN 38019

Good Until: 9/25/2020  
To: KEITH  
Email: SBROWN@CONSOLIDATEDPIPE.COM

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	2.0	235091	TDOT #12 FRM&GRT	495.00 EA	990.00
2	1.0		TDOT #10 FRM&GRT	512.50 EA	512.50
3	1.0	227945	7 DRAIN RIM&CVR 08	257.00 EA	257.00
4	13.0		42" 10GA ALUMINIZED CMP (6' & 7' PIECES)	103.50 FT	1,345.50
5	2.0		42" CMP BAND	358.00 EA	716.00
6	1750.0		4" PERFORATED SDR35 PIPE 10' LENGTHS	1.69 EA	2,957.50
7	40.0	229625	4 ADS N12 04150020IBDW DUALWALL PIPE 20	1.40 CPT	0.56
8	1.0	260110	4 ADS 0494WT 45 MOLDED	21.00 EA	21.00
Total:					6,800.06

APPENDIX C - CURRENT CMP PRICE QUOTE

CONSOLIDATED PIPE AND SUPPLY CO., INC.  
CUSTOMER QUOTE

190 Mann Drive  
Collierville TN 38017

Quote Mbr: 276391 000  
Quote Date: 2/26/2021

Page 1

0037 - PAT ALBERSMAN  
Phone: 901-850-3200  
Fax: 901-850-3201  
Toll Free: 800-467-8912

Job: 42" CMP FOR ATOKA ROUNDABOUT  
PRICE QUOTE

Bid Date: 2/26/2021

031224 - ROSE CONST INC  
126 HIGHWAY 51 SOUTH  
COVINGTON TN 38019

Good Until: 3/05/2021

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
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1	52.0	42" 10GA ALUMINIZED CMP (2 PIECES)		15,900.00 CFT	8,268.00
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2	1.0	42" CMP BAND		358.00 EA	358.00
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Total: 8,626.00

THANKS

SHANNON BROWN  
OUTSIDE UTILITY SALES

PAT ALBERSMAN  
INSIDE UTILITY SALES

\$8,268.00 / 52-LF  
= \$159.00/LF

APPENDIX D – REVISED CMP UNIT PRICE

**CHANGE ORDER**

**PROJECT:** Atoka Roundabout

**DESCRIPTION OF WORK:** Install new culvert 607-37.06

Labor	Hours	Rate	Total
Skilled labor	15	\$ 20.00	\$ 300.00
OP Dozer	13.25	\$ 25.00	\$ 331.25
Op Excavator	16	\$ 25.00	\$ 400.00
Op Loader	14	\$ 25.00	\$ 350.00
Op Roller	15	\$ 25.00	\$ 375.00
		<b>Labor subtotal</b>	<b>\$ 1,756.25</b>
		<b>20% FICA &amp;W/C</b>	<b>\$ 351.25</b>
		<b>Labor Total</b>	<b>\$ 2,107.50</b>
Equipment	Hours	Rate	Total
D5 Dozer	13.25	\$ 40.00	\$ 530.00
Cat 329 Excav	16	\$ 60.00	\$ 960.00
Cat IT28 Ldr	14	\$ 36.00	\$ 504.00
Cat 323 Comp.	15	\$ 20.00	\$ 300.00
pickup truck	15	\$ 18.00	\$ 270.00
		<b>Equipment Total</b>	<b>\$ 2,564.00</b>
Material	Unit	Rate	Total
#57 stone	40 tons	\$ 24.65	\$ 986.00
Fill sand	22 tons	\$ 12.12	\$ 266.53
42" CMP	52 LF	\$ 159.00	\$ 8,268.00
42" coupling band	1 ea	\$ 358.00	\$ 358.00
		<b>Material Subtotal</b>	<b>\$ 9,878.53</b>
		<b>Tax</b>	<b>\$ 963.16</b>
		<b>Material Total</b>	<b>\$ 10,841.69</b>
<b>SUMMARY</b>		<b>Subtotal</b>	<b>\$ 15,513.19</b>
		<b>15% OH &amp; Profit</b>	<b>\$ 2,326.98</b>
		<b>TOTAL</b>	<b>\$ 17,840.16</b>

UNIT PRICE:  
\$17,840.16 / 52-LF  
= \$343.08

APPENDIX E – CMP REMOVAL BREAKDOWN

**CHANGE ORDER**

**PROJECT:** Atoka Roundabout

**DESCRIPTION OF WORK:** Removal of 42" CMP

Labor	Hours	Rate	Total
Skilled labor	7	\$ 20.00	\$ 140.00
OP Dozer	5	\$ 25.00	\$ 125.00
Op Excavator	5	\$ 25.00	\$ 125.00
Op Loader	5	\$ 25.00	\$ 125.00
Op Roller	5	\$ 25.00	\$ 125.00
		Labor subtotal	\$ 640.00
		20% FICA &W/C	\$ 128.00
		Labor Total	\$ 768.00
Equipment	Hours	Rate	Total
D5 Dozer	5	\$ 40.00	\$ 200.00
Cat 329 Excav	5	\$ 60.00	\$ 300.00
Cat IT28 Ldr	5	\$ 36.00	\$ 180.00
Cat 323 Comp.	5	\$ 20.00	\$ 100.00
pickup truck	5	\$ 18.00	\$ 90.00
		Equipment Total	\$ 870.00
Sub & Material		Unit	Total
Haul off Sub		3 loads	\$ 300.00
Dump fee			\$ 277.20
		Subcontractor & Material	\$ 577.20
<b>SUMMARY</b>		Subtotal	\$ 2,215.20
		15% OH & Profit	\$ 332.28
		<b>TOTAL</b>	<b>\$ 2,547.48</b>



May 11, 2021  
**Exhibit J**

TOWN OF ATOKA  
334 Atoka-Munford Avenue  
Atoka, Tennessee 38004  
Phone: (901) 837-5300  
[www.TownofAtoka.com](http://www.TownofAtoka.com)

April 2, 2021

To: Trinity Homes/Munford Development

Address, etc.

**RE: Oak Creek Phase 5 Subdivision Sewer Infrastructure**

To whom it my concern,

The Town of Atoka recently contacted Trinity Homes and Munford Development regarding the sewer infrastructure proposed for in the Oak Creek Phase 5 14-lot subdivision. The town and the developer expressed mutual concerns about the ongoing issues with the grinder pump systems that have been installed the past few years. The Town would like to install S.T.E.P. sewer systems throughout the Oak Creek Phase 5 development. As a result of these concerns and discussions, The Town, Munford Development and Trinity Homes reached the following agreement and understanding

- Trinity Homes will pay all tap fees for a grinder system.
- The Town will provide all materials needed to install the S.T.E.P. system for the above-described Trinity Homes.
- The Town will install or have contracted to install the septic tank, service line, control panel, and filter system.
- The Town cover any additional cost above the tap fees for a grinder system to install the S.T.E.P. system.

The foregoing is exclusively intended for the sole purpose of installing the S.T.E.P systems in the Oak Creek Phase 5 subdivision and does not set precedent or provide any future commitment from the Town of Atoka to the Oak Creek Phase 5 subdivision.

Regards,

Dalton Patrick

Public Works Director

cc: Mayor W. Daryl Walker

Marc Woerner, Town Administrator



# 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-DOROTHY ISBELL)	Date:	05/04/2021
Address:		Phone:	
City:	State: TN	Cel:	901-288-8596
Job Location:	PIONEER PARK PAVING PROJECT	Job Tel:	

### Specification of Contract

A) PAVE EXISTING PAVEMENT & WALKING PATH (APPROX 381X8): APPROX 19,955 SQ FT

1. MILL ALL TRANSITION AREAS TO A DEPTH OF 2". REGRADE EXISTING GRAVEL & ADD GRAVEL TO THE NEEDED AREAS & CO
2. CLEAN PARKING LOT & WALKING PATH TO BE PAVED OF ALL DEBRIS.
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. STRIPE LOT WITH A HEAVY DUTY TRAFFIC LATEX PAINT AS ORIGINAL LAYOUT.
6. CLEAN JOB SITE UPON COMPLETION OF WORK.

I, the undersigned contractor, quote a price of :

**\$34,500.00**

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

XXXXXXXX 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: 05/04/2021

Contractor: *Darren Feathers*

Accepted Date: \_\_\_\_\_

By: X

Owner

# **McGOWAN - STITT**

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## **INSURANCE**

**PO Box 747, 11 North Tipton St, Munford, TN 38058  
Tel: 901-837-0191 Fax: 901-837-3390**

May 3, 2021

Town of Atoka  
334 Atoka-Munford Avenue  
Atoka, Tennessee 38004

Dear Sir or Madame:

This letter is to inform you that McGowan-Stitt Insurance will issue a performance & payment bond for ASPAC, LLC regarding the Pioneer Park job in the amount of \$34,500, if their bid is accepted. ASPAC, LLC is a longtime client of McGowan-Stitt Insurance and is in good standing.

If you have any questions or need additional information please call me at 901-356-2934.

Sincerely,



Mitchell R. Stitt

McGowan-Stitt Insurance

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	32			119
Building Permit - Residential - Upstairs Finish			1		3	2	1	2		2			11
Misc Permit - Detached Garage		1											1
Misc Permit - Fence					1				1	2			4
Misc Permit - Fireworks Stand				1	1	1							3
Misc Permit - Pool Permit	5	1	12	1	1	1		1		1			22
Misc Permit - Sign Permit	1		1	1	1								4
Misc Permit - Storage Shed	3	4	2	4	7	2			1	3			26
TOTAL PERMIT INFORMATION	24	17	29	15	20	16	16	6	14	40	0	0	197
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	7	0	1	75
TOTAL CERTIFICATE OF OCCUPANCIES	7	4	17	7	2	7	4	5	15	7	0	1	76
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	6			58
Footing Inspection													0
Plumbing Inspection		3	11	16	7	12	9	1	5	27			91
Sheeting Inspection	7	5	12	10	9	9	11	3	4	6			76
Brick Ties Inspection	7	6	12	7	6	10	10	5	5	5			73
Framing Inspection	8	5	10	8	6	21	16	8	13	11			106
Insulation Inspection	7	2	10	4	6	10	12	12	11	10			84
TOTAL BUILDING INSPECTIONS	40	24	70	54	37	66	58	33	41	65	0	0	488
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	34			234
Property Maintenance Complaints - Received	56	91	47	36	20	13	21	15	33	46			378
TOTAL CODE ENFORCEMENT ACTIONS	93	130	64	57	44	25	37	28	54	80	0	0	612
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	\$15,058			\$68,397
TOTAL PERMIT FEES	\$8,355	\$6,758	\$9,035	\$4,520	\$4,334	\$5,680	\$6,698	\$1,790	\$6,169	\$15,058	\$0	\$0	\$68,397
COMMENTS													

Fence Permits issued:



ATOKA FIRE DEPARTMENT  
MONTHLY REPORT



April-21						
Incidents	Current Month	Previous Month	Current Month Last Year	Year to Date	Dollar Loss	Dollar Saved
Structure Fires-Atoka	1	3	1	8		
Structure Fires-County Area	3	3	0	12		
Total	4	6	1	20	\$15,000	\$440,000
Fires Other-Atoka	8	11	6	24		
Fires Other-County Area	0	4	2	7		
Total	8	15	8	31		
HazMat Calls-Atoka	1	1	1	5		
HazMat Calls-County Area	0	0	0	0		
Total	1	1	1	5		
MVA-Atoka	22	6	5	45		
MVA-County Area	3	2	2	11		
Total	25	8	7	56		
EMS Calls-Atoka	49	50	39	225		
EMS Calls-County Area	9	6	6	36		
Total	58	56	45	261		
Other Calls (Service, Good Intent)-Atoka	5	3	5	45		
Other Calls (Service, Good Intent)-County Area	0	0	0	1		
Smoke Alarm Checks	30	23	25	131		
Smoke Alarm Installs	2	1	4	8		
Total	5	3	5	46		
Mutual Aid Given	4	5	1	20		
Mutual Aid Received	4	3	1	16		
Total Calls-Atoka	86	74	57	352	\$0	\$0
Total Calls-County Area	15	15	10	67	\$0	\$0
Totals for the Month	101	89	67	419	\$0	\$0
Vehicle Fleet Status	DAYS OUT OF SERVICE		COMMENTS			
ENGINE 11 Smeal	0					
ENGINE 12 Wilson	OOS		Transmission, Batteries/Pump			
ENGINE 13 Pierce	0					
BRUSH TRUCK 13 Ford	0					
Reserve Firefighter Hours	Training	Work	Total Hours	YTD Hours		
	0	153	153	786		
Comments						

# Atoka Parks and Recreation

## May 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)	\$ 344.30	\$ 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	\$ 782.14	\$ 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	\$ 953.55	\$ 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 - DYSB - Fall	280	260		
Sport - Y - Softball - DYSB - 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)	63	CANCELLED DUE TO COVID	TBA	TBA
Event- Food Truck Festival-March	21	N/A	\$ 570.00	\$ 960.00
Event - Christmas Decorating	14	14	\$ 189.34	\$ -
Event - Easter Bunny Brunch	30	CANCELLED DUE TO COVID	\$ 197.87	\$ 460.00
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	\$ 80.00		\$ 625.00	\$ 360.00
Sales - Concession Stand - NLP	\$ 11,846.96	\$ -	\$ 21,065.00	\$ 19,853.13
Sales - Concession Stand - WP	\$ 908.79	\$ -	\$ 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	12	48

Comments				
Pioneer Park update will be given. Art Class finished. Yogo for Kids has had a great turn out. Preparing for Cops & Bobbers, next Food Truck Festival, and District/State Tournaments for Atoka Softball. Summer Camps will be in full swing when summer starts with more/new camps. Blast Ball/Tball numbers are currently at an all time high.				



# Atoka Police Department

68 Atoka - McLaughlin Drive



Tennessee Incident Based Reporting System - Part 1 Crimes				
Town of Atoka	365 Days			
5/2/2021	2020	2021	+/-/=	% Chg
<b>Assault-Agg(All)</b>	<b>1</b>	<b>5</b>	<b>4</b>	<b>400.0%</b>
Assault-Agg	0	2	2	200.0%
Assault-Agg DV	1	2	1	100.0%
Child Abuse Agg	0	1	1	100.0%
<b>Auto Thft</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>100.0%</b>
<b>Bur-Non-res</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Bur-Residential</b>	<b>2</b>	<b>1</b>	<b>-1</b>	<b>-50.0%</b>
<b>Bur-Bus</b>	<b>5</b>	<b>0</b>	<b>-5</b>	<b>-100.0%</b>
<b>Homicide</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
Murder	0	0	0	0.0%
Negligent Manslaughter	0	0	0	0.0%
Justifiable Homicide	0	0	0	0.0%
<b>Larceny(All)</b>	<b>20</b>	<b>15</b>	<b>-5</b>	<b>-25.0%</b>
Shoplift Fel	1	0	-1	-100.0%
Shoplift Misd	5	0	-5	-100.0%
Th Build	4	0	-4	-100.0%
Th Fr M/V	4	2	-2	-50.0%
Th Veh Parts	0	2	2	200.0%
Th Other Trailer	1	1	0	0.0%
Other Th/Non-Specific	5	10	5	100.0%
<b>Rape</b>	<b>2</b>	<b>0</b>	<b>-2</b>	<b>-100.0%</b>
<b>Robbery-Bus</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Robbery-Per</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
Robbery-In	0	0	0	0.0%
Carjacking	0	0	0	0.0%
<b>Part 1 Totals</b>	<b>32</b>	<b>25</b>	<b>-7</b>	<b>-21.9%</b>

# 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	22									88
EXISTING ACCOUNTS CLOSED	15	7	16	12									50
NET CHANGE - CUSTOMER ACCOUNTS	4	6	18	10	0	0	0	0	0	0	0	0	38

SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	36	10	35	32									113
TOTAL SEWER SERVICE ISSUES	36	10	35	32	0	0	0	0	0	0	0	0	113

SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	17	10	56	25									108
MISSSED COLLECTIONS	28	19	66	154									267
DAMAGED / REPLACED CANS	3	4	8	10									25
OTHER / TRASH	2	2	4	24									32
TOTAL SOLID WASTE SERVICE ISSUES	50	35	134	213	0	0	0	0	0	0	0	0	432

WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	2	0	1	3									6
METER SET - AUXILIARY SERVICE	0	0	1	1									2
METER MAINTENANCE	0	0	1	4									5
METERS REPLACED/ Antenna Added	2	0	0	2									4
ADJUSTMENTS	0	4	6	8									18
LATE PAYMENTS	424	423	533	465									1845
NON-PAYMENT DISCONNECTION	58	N/A	50	45									153
TOTAL WATER SERVICE ISSUES	486	427	592	528	0	0	0	0	0	0	0	0	2033

WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	17	28	46	67									158
SEWER	65	53	88	70									276
DITCHES, OTHER ISSUES	36	39	106	87									268
UTILITY LOCATES	151	232	454	397									1234
TOTAL WORK ORDERS	269	352	694	621	0	0	0	0	0	0	0	0	1936

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	388									1538
E-BILL ACCOUNTS	912	917	920	935									3684
SOLID WASTE CUSTOMERS	2780	2786	2809	2817									11192
RECYCLING CUSTOMERS	2133	2137	2160	2166									8596

COMMENTS