

# Board of Mayor and Aldermen

# **Meeting Agenda**

Town Hall 334 Atoka-Munford Avenue Thursday, October 19, 2023 7:00 p.m.

Invocation & Pledge of Allegiance

- I. Call to Order by the Mayor
- II. Roll Call by the Recorder
- **III. Public Comment**
- IV. Consent Agenda

a.	Minutes - Regular Board Meeting – September 12, 2023	Exhibit A
b.	Financial and Sales Tax Report	Exhibit B
c.	Committee Reports - Public Works, Public Safety, Finance and Administration	Exhibit B
d.	Resolution – Approving a Multimodal Consultant Selection Policy	Exhibit C
e.	Resolution – Approving Submission – Grant Application – Recruitment and Retention	Exhibit D
f.	Resolution – Approving Submission – Grant Application – STEMC – Police Equipment	Exhibit E
g.	Resolution – Approving a MOU for Benefits Administration	Exhibit F
h.	Planning and Inspection Report	Exhibit G
i.	Fire Department Report	Exhibit H
j.	Parks Department Report	Exhibit I
k.	Police Department Report	Exhibit J
1.	Public Works Report	Exhibit K

#### V. Old Business – None

#### VI. New Business

a.	Proclamation – Atoka Presbyterian Church – 190 <sup>th</sup> Anniversary Celebration	Exhibit L
b.	Proclamation – Domestic Violence Awareness Month	Exhibit M
c.	Presentation – Fire Department Ed Jeter Swearing in	
a	Ordinances & Resolutions	

d. Ordinances & Resolutions

1.	Ordinance – First Consideration – Amending the FY24 Budget	Exhibit N
2.	Ordinance – First Consideration – Water/Sewer Leak Protection Services	Exhibit O
3.	Bid Award – Pioneer Park Pond Levee Culvert Repair	Exhibit P

- e. Appointments
  - 1. Planning Commissioner Stephen Shopher
  - 2. Building Inspector/Code Official Thomas Langford
  - 3. Alternate Code Official Jessie Ratliff

# VII. Miscellaneous Items from the Mayor, Board of Aldermen, Town Administrator

- a. Discussion Meeting Broadcasts Alderman Giannini
- b. Employee Credit Card Approval Building Code Official

# VIII. Adjournment



# Office of the Town Administrator

#### MEMORANDUM

To: Honorable Mayor Barry Akin & Board of Aldermen

From: Marc Woerner, Town Administrator Re: Agenda items for October 19, 2023

# Consent Agenda – Exhibit A through Exhibit K

- **a.** Exhibit A Board Meeting Minutes The minutes from the Board's regular monthly meeting in September are included for review and approval.
- **b.** Exhibit B Financial Reports The monthly report detailing the fiscal year financial performance through the month of September is included in the packet for your review.
- c. Exhibit C Resolution TDOT Consultant Selection Policy The resolution adopts the Tennessee Department of Transportation policy for consultant selection relating to the previously awarded Transportation Alternatives Program grant. The town needs to adopt the policy by resolution to comply with federal and state grant requirements. Staff recommends approval.
- **d.** Exhibit D Resolution State of Tennessee Recruitment and Retention Grant Application The resolution approves the application to the State of Tennessee to support the mission of recruiting and retaining qualified law enforcement officers. The State of Tennessee is providing 1,000 police officer hiring grants and 3,000 police officer retention bonus grants for qualified officers hired after May 1, 2023. Officers who qualify will benefit from a monetary bonus spread out over a three (3) year period for up to \$12,000. Staff recommends approval.
- e. Exhibit E Resolution Southwest Tennessee Electric Membership Cooperative Grant Application The resolution approves the application of a grant to Southwest Tennessee for the purpose of securing equipment that the Police Department can use to provide data collection for evidentiary purposes. Staff recommends approval.
- **f.** Exhibit F Resolution Approving Benefits Administration Agreement This resolution approves a revised agreement between the Town of Atoka and Tennessee Department of Finance and Administration for the Town's participation in the Local

Government Plan for employee health coverage. The MOU is updated on a regular basis and has been updated with provisions related to new data entry requirements and updated HIPAA compliance efforts. Staff recommends approval.

Exhibit G through Exhibit K – Department Reports - Monthly reports from the Departments have been included in the Board packet for your review.

# **New Business**

- **a.** Proclamation Atoka Presbyterian Church 190<sup>th</sup> Anniversary Celebration The church marks a momentous occasion with 190 years of serving the Atoka community. Mayor Akin will present a proclamation to Atoka Presbyterian Church.
- **b. Proclamation Domestic Violence Awareness Month** Mayor Akin will present a proclamation in recognition of the prevention of domestic violence in our community.

# **Ordinances and Resolutions**

- 1. Exhibit N Ordinance First Consideration Amending FY2024 Budget This will be the first consideration of an ordinance to amend the Town budget for fiscal year 2024, running from July 1, 2023, to June 30, 2024. To comply with State law, the Town must amend its budget if expenditures for a department or fund exceed the figures appropriated in the adopted budget. The amendment includes expenditures for culvert replacement and grant awards.
- 2. Exhibit O Ordinance First Consideration Water/Sewer Fees This will be the first consideration of an ordinance to adopt water and sewer leak protection fees. Over several months, staff have worked with Servline, the protection provider, to collect and provide information concerning leak protection. Servline has submitted a proposal, and these services are provided by other utilities in the area to the benefit of water and sewer customers. Please review the memorandum from Director Yarbrough contained in the packet.
- 3. Exhibit P Bid Award Pioneer Park Pond Levee and Culvert Repair The Town opened bids on September 26, 2023, for the Pioneer Park Levee and Culvert Repair. Bid specifications were provided to all area vendors and the Town received three (3) bids by the closing date. Town received a bid from White Construction & Associates, Inc., Rose Construction Inc., and Zellner Construction Services, LLC. Staff recommends awarding the bid to White Construction & Associates in the amount of \$35,877.00.

# **Appointments**

- 1. Planning Commissioner Mayor Akin is expected to re-appoint Stephen Shopher to a four (4) year term.
- **2. Building Inspector/Code Official -** The new Building Inspector/Code Official will start work on October 23<sup>rd</sup>. It is necessary for the Board to appoint Thomas Langford as the designated "Building and Code Official" to provide authority under the 2018 International Building Code and 2018 International Property Maintenance Code. The motion by the Board should contain an effective date of October 23, 2023.
- **3. Alternate Code Official** Upon the appointment of the Building Inspector/Code Official, the board should consider appointing an alternate Code Official. This individual would authorize permits, enforce codes, etc. in the absence of the Building Inspector/Code Official. This individual would enforce the code, property maintenance, and permitting, not conduct building inspections. Staff recommend appointing Jessie Ratliff as the Alternate Code Official, effective immediately.

## **Miscellaneous Items**

- a. Discussion Alderman Giannini Meeting Broadcasts
- **b.** Employee Credit Card Approval For town employees to have a town credit card the bank requires that any Board approval be in the minutes. Staff recommend approving a credit card for Building Code Official Thomas Langford with a credit limit of \$1,000.00. Staff recommends approval.

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





#### TOWN OF ATOKA

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

### Town of Atoka Board of Mayor and Aldermen Public Hearing Amending the Municipal Zoning Ordinance September 12, 2023, 6:45 p.m.

The Town of Atoka Board of Mayor and Aldermen held a public hearing to obtain citizens' input on an ordinance to amend the Atoka Municipal Zoning Ordinance. The first consideration of the ordinance took place on August 08, 2023, and notice of this public hearing was published on August 24, 2023.

**Present:** Mayor Barry Akin, Aldermen Danny Feldmayer, Brett Giannini, John Harber, Cody Pace, Chris Schaeffer, and Alderwoman Christy Renfrow.

Absent: None

**Also present:** Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, Police Chief Anthony Rudolph, Fire Chief Justin McMillian, and the attached list.

Mayor Akin called the public hearing to order at 6:45 p.m.

The following comments were made regarding the proposed zoning ordinance:

Stephanie Bohrman of 125 Adkison expressed concerns regarding the proposed zoning ordinance. Wayne Bouler of Munford Development expressed concerns regarding the proposed zoning ordinance.

Alderman Feldmayer made a motion to adjourn the public hearing. Alderman Giannini seconded the motion. All in favor. Motion carried. The meeting closed at 6:54 pm.

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#### Town of Atoka Board of Mayor and Aldermen Regular Monthly Meeting September 12, 2023, 7:00 p.m.

Mrs. Virginia Wade of Grace Ave in Atoka led the Invocation. All present joined in the pledge to the flag.

The meeting was called to order by Mayor Akin at 7:05 p.m.

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

**Present:** Mayor Barry Akin, Aldermen Danny Feldmayer, Brett Giannini, John Harber, Cody Pace, Chris Schaeffer, and Alderwoman Christy Renfrow.

**Also present:** Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, Police Chief Anthony Rudolph, Fire Chief Justin McMillian, Park Director Dorothy Isbell, and the attached list.

Absent: None

Regular Monthly Meeting August 08, 2023 – Exhibit A – Alderman Feldmayer made a motion to approve the minutes as presented. Alderman Giannini seconded the motion. All approved. Motion carried.

**Financial Report: Exhibit B** – The Board reviewed the financial report as presented. Alderman Feldmayer made a motion to accept the financial report, sales tax report and committee reports as presented. Alderman Giannini seconded the motion. All in favor. Motion carried.

#### **Reports from Committees:**

Public Safety – Committee Chair Giannini reviewed the report as presented.

**Public Works** – Committee Chair Feldmayer reviewed the report as presented. **Finance and Administration** – The Committee did not meet this month.

#### **Old Business:**

- 1. Ordinance 23-09-01 Final Consideration Title 1, Chapter 1, Section 102 Exhibit C The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on final consideration. Alderman Pace seconded the motion Roll Call. Schaeffer-yes, Renfrow-yes, Giannini-yes, Feldmayer-yes, Harber-yes and Pace-yes. Motion carried.
- 2. Ordinance 23-09-02 Final Consideration Title 14 Chapter 2 Section 201 Zoning Ordinance and Map Exhibit D The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Harber made a motion to approve on final consideration making two changes. The first change is to the map on the Highway Corridor and Neighborhood Commercial, those colors on the chart need to be flipped flopped to match the map. The second change is to page 50 article 4.1 table of permitted uses, Vehicle Repair and Maintenance make that item eligible for Use on Appeal in the Atoka Town Center. Roll Call. Pace-yes, Harber-yes, Feldmayer-yes, Giannini-yes, Renfrow-yes and Schaeffer-yes. Motion carried.

#### **New Business:**

**Presentation – Employee Recognitions –** Mayor Akin presented plaques to Firefighter Brett Kirk and Investigator Amanda Swain – 5-years, Accounts Payable/Accounts Receivable Tax Clerk Juanita Ayers - 15-years, and Captain Chris Ellwood – 20-years. Mayor Akin and the Board thanked them for their dedication and hard work.

**Proclamation – Constitution Week – September 17-23, 2023 – Exhibit E** – Mayor Akin read aloud the proclamation and presented it to Jennifer Rush of the Daughters of the American Revolution.

Correspondence – Comptroller of the Treasury Budget Approval – Exhibit F – This letter acknowledges receipt and approval of the FY2024 Town budget. This is a matter of information from the Comptroller's office. No action is required from the Board.

#### **Ordinances and Resolutions:**

- 1. Resolution 23-09-01 Approving an Interlocal Agreement for Dispatching Services Exhibit G Alderman Feldmayer made a motion to approve the resolution as presented. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
- 2. Resolution 23-09-02 Approving a Grant Application STEMC Exhibit H Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Pace seconded the motion. All approved. Motion carried.
- 3. Resolution 23-09-03 Approving Grant Application Public Entity Partners Exhibit I Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Giannini seconded the motion. All approved. Motion carried.
- **4.** Resolution 23-09-04 Approving Grant Application Parks Playground Exhibit J Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Harber seconded the motion. All approved. Motion carried.

#### **Miscellaneous Items:**

1. Event Approval – Parks – October Events – Exhibit K – Alderman Feldmayer made a motion to approve the October events as presented. Alderman Giannini seconded the motion. All approved. Motion carried.

#### **Departmental Reports:**

1. Code Enforcement, Fire Department, Parks and Recreation, Police Department and Public Works. Alderman Feldmayer made a motion to approve the reports as presented. Alderman Giannini seconded the motion. All in favor. Motion carried.

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

1. Alderman Giannini thanked the staff and volunteers that take care of the Town parks.

- 2. Alderman Feldmayer asked that the regular Board meeting on October 10<sup>th</sup> be changed to October 19<sup>th</sup> due to a conflict on the calendar with other obligations. The Board has no objection to changing the date of the meeting.
- 3. Alderman Pace advised that the new aerial fire apparatus has been delivered and there will be a wet down and push in ceremony, Saturday, September 16, 2023, at 9:00 am.
- 4. Administrator Woerner advised the Board of the following: Based on the meeting order of business change, there will be a new agenda look next month. The Multi-Model sidewalk project is being reviewed with town staff, engineer SSR and TDOT. The Walker Parkway stream mitigation project is waiting on a progress report from TDOT. Staff is working on water purchase agreements with the City of Munford and Poplar Grove.
- **5.** Alderman Schaeffer thanked the Police Department, the Fire Department, the Constable, and the State Troops for the quick response during a recent report of a small child that was missing in his neighborhood. The child was found unharmed.

#### **Public Comment:**

- 1. Mary Glover of 7 Bouler Drive expressed concerns regarding a delay in her trash pickup.
- 2. Stephanie Bohrman of 125 Adkison Circle expressed concerns of the following: she would like to see a traffic light being placed at Highway 51 and Tipton Road. She would like to see a middle school and high school in Atoka. She would like more information regarding the proposed mini roundabout at the three-way intersection.
- 3. Amber Shaw of Covington advised that there will be a benefit fund raiser dinner for the Boy's and Girl's Club on October 17<sup>th</sup> and invited the Board and the public to attend the fund raiser.

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motion. The meeting ended at 7:58 pm.	

Adjournment: Alderman Feldmayer made a motioned to adjourn the meeting. Alderman Harber seconded the

# SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Three Months Ending September 30, 2023

General Fund	3 month	% of Budget	
Revenues:	Actual	Budget	Total Budget
Property Tax	13,363	0.5%	2,741,227
Sales Tax	962,056	25.8%	3,728,462
Grants	44,128	57.4%	76,927
Other Revenues	962,736	21.8%	4,410,904
Total	1,982,283		10,957,520
Expenditures:			
Legislature & Judicial	21,749	32.4%	67,200
Finance & Administration (transfer IDB & SW)	511,606	54.2%	944,545
Police	668,165	21.6%	3,092,305
Fire	615,484	26.8%	2,294,265
Planning & Inspection	68,005	22.6%	300,420
Streets	1,657,346	60.9%	2,722,741
Parks & Recreation	344,279	22.4%	1,536,044
Total	3,886,634		10,957,520
Excess Revenue Over Expenditures	-1,904,351		0
Cash on Hand at End of Period (1)	6,408,820		

State Street Aid Fund			
Revenue	92,786	26.7%	347,500
Expenditures	13,337	3.8%	347,500
Excess Revenue Over Expenses	79,449	0	
Cash on Hand at Beginning of Year	225,612		
Cash on Hand at End of Period	305,061		

Drug Fund			
Revenue	238	0.5%	50,000
Expenditures	0	0.0%	50,000
Excess Revenue Over Expenses	238	0	0
Cash on Hand at Beginning of Year	24,046		
Cash on Hand at End of Period	24,284		

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Exhibit B

Solid Waste Collections			
Revenue	204,504	26.3%	776,299
Expenditures	145,877	19.7%	739,140
Excess Revenue Over Expenses	58,627	0	37,159
Cash on Hand at Beginning of Year	146,279		0
*Cash on Hand at End of Period	204,906		37,159

ARPA Funds				
Revenue		2,823,822	100.0%	2,823,822
Expenditures	FY2024	1,304,182	46.2%	2,823,822
Expenditures	FY2023	232,815		
Revenue Remaining after Expenses		1,286,825	0	0

Investment Plan Funds	9/30/2023	Ending FY23	YTD FY24
Interest on Savings Accts YTD (accrues monthly)		122,652	154,794

# SUMMARY OF FINANCIAL CONDITION WATER FUND

For the Three Months Ended September 30, 2023

Cash on Hand at Beginning of Year	\$ 1,121,761
Cash on Hand at End of Period	\$ 1,028,897
Total Bonds/Notes outstanding 09/30/23	\$ 353,301

Net Income(Regulatory Basis) vs. Prior Year							
		Actual				P	rior Year
		9/30/2023	% of Budget	T	otal Budget	9	0/30/2022
Revenues	\$	397,793	28.03%	\$	1,419,309	\$	391,720
Expenses							
(353) Water Purchases	\$	158,092	31.62%	\$	500,000	\$	159,267
(100's) Payroll and Benefits	\$	84,829	25.73%	\$	329,750	\$	84,928
(260) Repair Maintenance Services	\$	4,010	8.02%	\$	50,000	\$	4,748
(241) Utility (Electric) Operations	\$	1,514	30.28%	\$	5,000	\$	1,526
(211,290,292,310) Prof Service / Office Supplies	\$	17,331	52.68%	\$	32,900	\$	17,259

* Other Operating Expenses	\$ 72,803	31.40% \$	231,888	\$ 68,003
(540) Depreciation	\$ 47,500	25.00% \$	190,000	\$ 50,291
Total	\$ 386,079	28.82% \$	1,339,538	\$ 386,022
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Net Income (loss)	\$ 11,714	\$	79,771	\$ 5,698

October 19, 2023

Exhibit B

# SUMMARY OF FINANCIAL CONDITION

**SEWER FUND** 

For the Three Months Ended September 30, 2023

Cash on Hand at Beginning of Year	\$ 1,908,489
Cash on Hand at End of Period	\$ 2,230,661
Total Bonds/Notes outstanding 09/30/23	\$ 1,465,532

Net Income(R	egu	latory Ba	sis) vs. Prio	r Y	'ear		
		Actual				P	rior Year
	9	9/30/2023	% of Budget Total Budget		9	/30/2023	
Revenues	\$ 642,105		34.06%	\$	1,885,375	\$	409,888
Expenses							
(243) Sewer Treatment Fees	\$	27,329	13.01%	\$	210,000	\$	90,266
(100's) Payroll and Benefits	\$	90,790	25.74%	\$	352,700	\$	91,011
(260,269) Sewer Maintenance	\$	92,913	36.58%	\$	254,000	\$	64,316
(241) Utility (Electric) Operation	\$	14,874	16.53%	\$	90,000	\$	25,325
(211,290,292,310) Prof Services / Office Supplies	\$	16,594	59.26%	\$	28,000	\$	16,226
* Other Operating Expenses	\$	118,783	22.37%	\$	530,890	\$	152,989
(540) Depreciation	\$	67,500	25.00%	\$	270,000	\$	68,447
Total	\$	428,783	24.71%	\$	1,735,590	\$	508,580
Net Income (loss)	\$	213,322		\$	149,785	\$	(98,692)

**Total - All Funds:** 

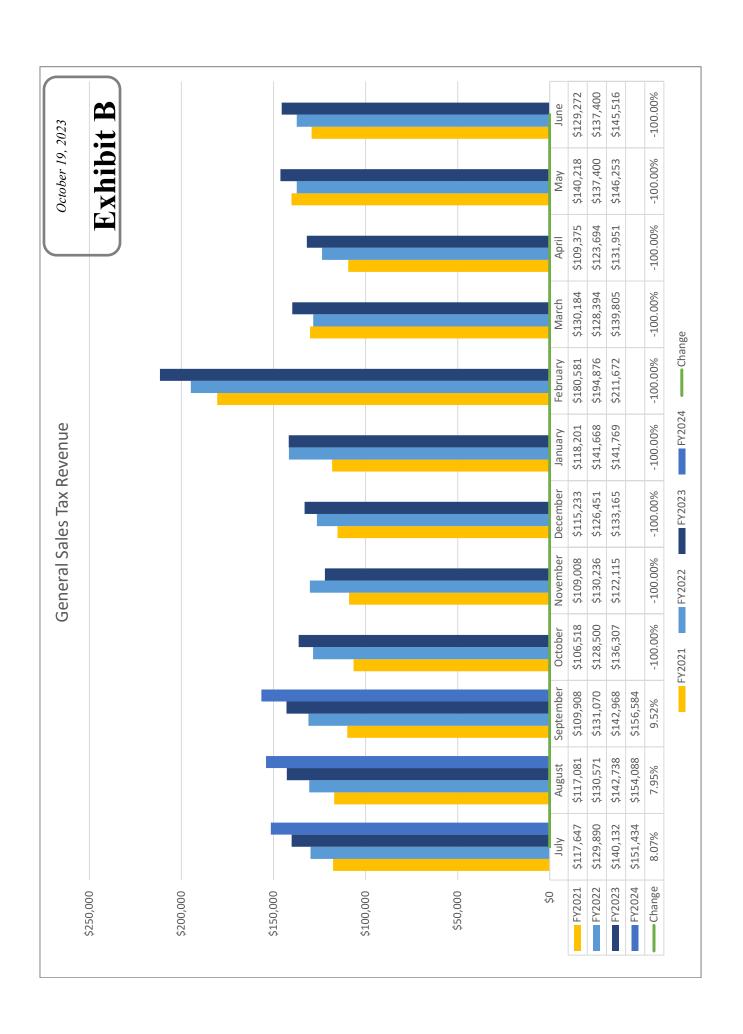
\$

10,556,371

<sup>\*</sup> For WATER & SEWER Funds, other Operating Expenses include: Uniforms - Vehicle Maintenance - Liability, Property & Work Comp Insurance - Building Utilities & Mainenance

WATER		Actual13	_	Actual14	Actual15
	7	7/31/2023		8/31/2023	9/30/2023
Revenues	\$	128,735	\$	259,387	\$ 397,793
Revenue Month to Month			\$	130,652	\$ 138,406
Expenses					
(353) Water Purchases	\$	43,663	\$	88,548	\$ 158,092
(100's) Payroll and Benefits	\$	24,269	\$	48,496	\$ 84,829
(260) Repair Maintenance Services	\$	288	\$	3,717	\$ 4,010
(241) Utility (Electric) Operations	\$	181	\$	1,262	\$ 1,514
(211,290,292,310) Prof Service / Office Supplies	\$	12,170	\$	15,256	\$ 17,331
* Other Operating Expenses	\$	9,380	\$	54,628	\$ 72,803
(540) Depreciation	\$	15,833	\$	31,667	\$ 47,500
Total	\$	105,784	\$	243,574	\$ 386,079
Expenses Month to Month		•	\$	137,790	\$ 142,505
Net Income (loss)	\$	22,951	\$	15,813	\$ 11,714

SEWER	Actual7		Actual7 Actual8		Actual9	
		7/31/2023		8/31/2023		9/30/2023
Revenues	\$	138,043	\$	291,801	\$	642,105
Revenue Month to Month			\$	153,758	\$	350,304
Expenses						
(243) Sewer Treatment Fees	\$	9,097	\$	18,194	\$	27,329
(100's) Payroll and Benefits	\$	27,208	\$	53,061	\$	90,790
(260,269) Sewer Maintenance	\$	21,783	\$	54,968	\$	92,913
(241) Utility (Electric) Operation	\$	2,993	\$	8,312	\$	14,874
(211,290,292,310) Prof Services / Office Supplies	\$	11,512	\$	14,469	\$	16,594
* Other Operating Expenses	\$	10,742	\$	42,514	\$	118,783
(540) Depreciation	\$	22,500	\$	45,000	\$	67,500
Total	\$	105,835	\$	236,518	\$	428,783
Expenses Month to Month			\$	130,683	\$	192,265
Net Income (loss)	\$	32,208	\$	55,283	\$	213,322





October 19, 2023

# Town of Atoka Public Safety Committee

**Exhibit B** 

The committee met at Town Hall on October 2nd.

Mayor Akin was approached by a HOA who requested the town install speed humps in their neighborhood. The committee discussed traffic calming devices which can include speed humps. Administrator Woerner copied several draft resolutions and provided the committee literature containing possible devices. The committee is not prepared to make a recommendation to the full BoMA at this time.

Finance and Administration Committee Report October 3, 2023

FY24 Budget Update: We met with the department heads to get an update and feedback on the current FY2O24 budget. To date, everything is on track. Chief McMillian discussed a proposed pay scale. He later sent a rough draft of his proposal.

Water Leak Insurance Discussion: Director Yarbrough presented information and pricing on water leak insurance, which will be discussed tonight.

October 19, 2023

<b>RESOL</b>	<b>.UTION</b>	NO.	

**Exhibit C** 

A RESOLUTION APPROVING THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) CONSULTANT SELECTION POLICY FOR THE TENNESSEE ALTERNATIVE PROGRAM (TAP) GRANT.

**WHEREAS**, the Town of Atoka was awarded the Transportation Alternative Grant (TAP) on June 6, 2023; and

**WHEREAS,** the Tennessee Department of Transportation (TDOT) requires the town to adopt the Consultant Selection Policy for each new project by Resolution; and

WHEREAS, the Town of Atoka desires to move the project forward without any delays,

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

**SECTION 1.** The Town of Atoka adopts the Tennessee Department of Transportation's (TDOT) Consultant Selection Policy.

**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 consultant selection policy in substantively the same form and content as the policy 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 19<sup>th</sup> day of October 2023.

ATTEST:	
Deborah Pickard, Town Recorder	Barry L. Akin, Mayor



(Town of Atoka, Atoka, Tennessee)

# Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

**AUTHORITY**: T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE**: To prescribe the policy of the (Town of Atoka, Atoka, Tennessee, hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

## APPLICATION:

- A. Engineering and Design Related Services
  This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.
- B. Right-of-Way Acquisition Services
  This policy also includes right-of-way acquisition services for required projects.
  These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

#### **DEFINITIONS**:

- A. Competitive Negotiation means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.
- B. Engineering and Design Related Services means -
  - Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
  - 2. Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or



may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

- C. Fixed fee means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
- D. One-year applicable accounting period means the annual accounting period for which financial statements are regularly prepared by the consultant.
- E. *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- F. *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

### **PROCUREMENT METHODS:**

- A. Competitive Negotiation Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.
- B. Small Purchases Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.



C. Noncompetitive Negotiation – Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

## **TYPES OF CONTRACTS:**

- A. *Project Specific Contract* A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.
- B. Multiphase Contract A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- C. General Engineering Related Contract General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

# **POLICY**:

#### 1. CONSULTANT EVALUATION COMMITTEE

A. Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The



Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.

- B. Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- C. Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

# **II. PREQUALIFICATION OF CONSULTANTS**

- A. All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- B. Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
- C. Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:
  - Unlimited Prequalification: This level of prequalification allows consulting firms
    to compete for any projects for which they are professionally and financially
    pre-qualified with the Tennessee Department of Transportation. Continued
    prequalification at this level requires submittal of the prequalification form every
    three years.
  - 2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
    - a) Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
    - b) Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.



- C. Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
- D. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
- E. A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

#### III. COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

- A. Confidentiality of Data and Records Retention
  - To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
  - 2. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
  - 3. In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:
    - a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
    - b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.



- c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

#### B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

- 1. For <u>all</u> contract types, the solicitation shall address:
  - a) Contact information at the Agency for project specific questions;
  - b) The specific location where the Letters of Interest should be mailed or emailed;
  - The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
  - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
  - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- 2. The solicitation shall provide at a minimum, the following:
  - a) A detailed scope of work, including:
    - i. The purpose and description of the project;
    - ii. The services to be performed;
    - iii. The deliverables to be provided;
    - iv. The estimated schedule for performance of the work; and
  - b) The technical requirements of consultants required including the applicable standards, specifications, and policies;
  - c) The qualifications of consultants needed for the services to be rendered;
  - d) Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection of process:



- e) The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
- f) Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
- g) The contract type and method of payment; and
- h) Any special provisions or contract requirements associated with the solicited services.
- 3. For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for midrange and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

#### C. Consultant Evaluation Criteria

- 1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
  - a) For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:
    - i. Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
    - ii. Specialized expertise;
    - iii. Professional licensure;
    - iv. Staff capabilities of prime consultant;
    - v. Size of project and limited or unlimited pregualification status; and,
  - b) For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
    - Workload capacity; including amount of work under contract with the Agency, if applicable



- ii. Past performance on Agency Projects;
- iii. Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
- iv. Other factors including interviews and demonstrations, as approved by the Agency; and
- v. Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
- 2. If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
  - a) For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
  - b) For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
    - i. A need has been established for a consultant to provide a local presence;
    - ii. A local presence will add value to the quality and efficiency of the project; and
    - iii. Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
    - iv. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.
- 3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.
- D. Evaluation, Ranking and Selection
  - 1. Phase I Evaluation
    - a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current



- statements of qualification and performance data from those firms submitting Letters of Interest.
- b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
- c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

#### 2. Phase II Evaluation

- a) The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
- b) A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.
- c) Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
- d) The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most



highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.

## 3. Phase III Evaluation, Ranking, Selection and Notification

- a) If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- c) The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

## E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

- 1. Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
  - a) Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,
  - b) A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

- 2. Scope of Work Meeting with Selected Firm: The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
- 3. Cost Proposal: The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various



items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- a) The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and manhours to accomplish the work, and allocation of labor within the man-hour estimates.
- b) The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: Fixed Fee = 2.35 x Direct Salary x Allowed Fixed Fee Rate. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).
- c) The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- 4. Contract Negotiations: If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".
- 5. The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

### F. Contract Development and Execution



- 1. In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
- 2. The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
- 3. The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
- 4. Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
- 5. Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
- 6. The Agency shall maintain a record of the negotiations and all required approvals.
- 7. Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

# G. Contract Administration

- 1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- 2. After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review



and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

3. A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

#### H. Contract Modifications

- 1. A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.
- 2. No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.



# I. Contract Accounting Policies

- 1. Indirect Cost Rate Basic Agreement or Contract
  - a) Federally funded projects: The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
    - i. The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
    - ii. The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
  - iii. If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
  - b) **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- 2. Travel: Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be preapproved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.

# 3. Fixed Fee Payment:

- a) For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
- b) The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
- c) With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.



- 4. Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- 5. Retainage shall not be required for new Engineering and Technical Services Contracts.

### 6. Audit Requirements:

- a) Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
- b) Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
- c) Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.
- 7. Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- 8. Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.

#### 9. Direct Costs

a) Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.



- b) The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
- c) Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
- d) The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- 10. Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

#### J. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.



# K. Sub-consultants for Engineering Services

 Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.

#### 2. Geotechnical Studies Firms as Sub-Consultants

- a) Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
- b) Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.

# L. Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

- 1. Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
- 2. The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

### IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together



with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

#### V. SMALL PURCHASE PROCUREMENT PROCEDURE

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

#### VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.



# **ATTACHMENT A – Consultant Selection for Locally Managed Projects**

Size of Project	Type of Project	Procurement Requirements
<ul> <li>SMALL projects</li> <li>Must have a full-time employee on staff with experience managing transportation projects.</li> <li>Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul> <li>Transportation Alternatives</li> <li>intersection improvements without significant ROW (under one acre of disturbance)</li> <li>Safe Routes to School</li> <li>resurfacing</li> <li>striping</li> <li>signing</li> <li>guardrail installation</li> <li>signalization</li> <li>some bridge replacement projects (under one acre of disturbance)</li> <li>non-construction/service contracts (as listed in Chapter 10 of the LGG)</li> <li>low-risk and exempt ITS</li> </ul>	Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
<ul> <li>MID-RANGE projects</li> <li>Must have a qualified, full-time professional engineer on staff.</li> <li>Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.</li> </ul>	<ul> <li>roadway widening</li> <li>realignment of existing roadway</li> <li>signalization projects with the addition of turn lanes</li> <li>intersection improvements with significant ROW (over one acre of disturbance)</li> <li>bridge replacement projects requiring significant land acquisition (over one acre of disturbance)</li> <li>projects with environmental requirements greater than a categorical exclusion but lesser than an EIS</li> <li>high-risk ITS</li> </ul>	The selected CEI consultant shall not be associated with any other aspect of the project.
Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects.      Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise.	construction of new facilities     widening of existing roadways     realignment of existing roadways that require significant land acquisition (over 10 acres)     environmental clearances that require an EIS	The selected CEI consultant shall not be associated with any other aspect of the project.



# ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services

### **Vehicle Reimbursement Schedule**

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved:		
	AGENCY HEAD	DATE

RESOLUTION NO	Exhibit D

# A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TENNESSEE – RECRUITMENT & RETENTION.

WHEREAS, the Governor for the State of Tennessee is working in conjunction with local municipalities to support the mission of recruiting and retaining qualified law enforcement officers in the State of Tennessee by providing 1,000 police officer hiring grants and 3,000 police officer retention bonus grants for qualified officers hired after May 1, 2023; and

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for available funds for the purpose of securing these grants. The Town will greatly benefit from the hiring of new employees that seek to make Atoka the best law enforcement agency in the State; a portion of this grant will be towards offsetting new hire training costs with the State. Officers who qualify will benefit from a monetary bonus spread out over a three (3) year period for up to a \$12,000 bonus; and

WHEREAS, the Town of Atoka may have to provide local financial support in conjunction with this grant only if we send an officer to the State training facility and/ or up-front bonus disbursement with total monetary recouperation from the State; and

WHEREAS, the Town of Atoka, acting through its police department, as a recipient, would be willing to identify areas of concern and report back to the State of Tennessee all related stats in the administration of said grant and comply with any and all audits of said grant.

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

- **SECTION 1.** Anthony W. Rudolph is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, requesting available for any and all qualifying recruitment and retention grants available to the Town of Atoka.
- **SECTION 2.** The Town of Atoka may be responsible for local cash match toward the project that would be normal operating costs to the Town.
- **SECTION 3.** Anthony W. Rudolph will be and is hereby designated and appointed to act on behalf of the Town of Atoka, Tennessee and assume such duties as are consistent with said position.
- **SECTION 4.** 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.

**PASSED** by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 19<sup>th</sup> day of October 2023.

ATTEST:	
	Barry L. Akin, Mayor
Deborah Pickard, Town Recorder	

	October	19.	2023
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RESOLUTION NO	Exhibit E

## A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE SOUTHWEST TENNESSEE ELECTRIC MEMBERSHIP CORPORATION.

WHEREAS, the Southwest Tennessee Electric Membership Corporation (SWTN EMC) is a Cooperative /not-for-profit organization, owned and controlled by the members it serves. An Electric Cooperative exist to provide reliable electricity to its members and ones of its defining principles is "Concern for Community." This principle works for the sustainable development of the community, and they accomplish this with grants to community partners; and

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for 2023 funds, for 2024 Fiscal Year, for the purpose of securing equipment (Ocular Data System, DAX) that the Department can use to provide data collection for evidentiary purposes, especially when it conducting DUI stops and when engaging in drug related activity interactions. This equipment can be instrumental in holding those in violation of state law accountable, with the collected data. The equipment could potentially save the life of an officer, a citizen, or visitor as they are on the roadways and that would benefit many of the residents of the Town of Atoka; and

WHEREAS, the Town of Atoka will not have to provide local financial support in conjunction with this grant as all of the SWTN EMC grants and programs are privately funded; and

WHEREAS, the Town of Atoka, acting through its police department, as a recipient, would be willing to identify areas of concern and report back to the SWTN EMC board or members all related stats in the administration of said grant.

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

- **SECTION 1.** Anthony W. Rudolph is hereby authorized to execute and submit an application with appropriate assurances to the SWTN EMC, requesting funds for equipment specified above. This equipment will be available to officers as they patrol any dedicated roadway within the Town of Atoka, or any State or Federal Highway located within these same boundaries.
- **SECTION 2.** The Town of Atoka will not be responsible for any local cash/match toward the project.
- **SECTION 3.** Anthony W. Rudolph will be and is hereby designated and appointed to act on behalf of the Town of Atoka, Tennessee and assume such duties as are consistent with said position.
- **SECTION 4.** 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.

PASSED by the Board of	f Mayor and Aldermen of the Town of Atoka, Tennessee th	nis 19 <sup>th</sup>
day of October 2023.		

ATTEST:	
Deborah Pickard, Town Recorder	Barry L. Akin, Mayor

October 19, 2023

RESOL	.UTION	NO.			

**Exhibit F** 

A RESOLUTION APPROVING AND ACCEPTING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND THE TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION FOR EMPLOYEE BENEFIT ADMINISTRATION.

**WHEREAS,** the Town of Atoka, Tennessee desires to provide its employees with access to quality health care benefits at a reasonable, manageable cost to the Town; and

WHEREAS, the Department of Finance and Administration manages a Local Government Plan for municipalities across that state and the Town participates in that plan under a Memorandum of Understanding; and

WHEREAS, recent changes and administrative clarifications have required Benefits Administration to have necessitated revisions to the Memorandum of Understanding.

### 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 Tennessee Department of Finance and Administration 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 19<sup>th</sup> day of October, 2023.

ATTEST:	Barry L. Akin, Mayor
Deborah Pickard, Town Recorder	



## STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION BENEFITS ADMINISTRATION

312 Rosa L. Parks Avenue Suite 1900 William R. Snodgrass Tennessee Tower Nashville, Tennessee 37243-1102 Phone (615) 741-3590 or (800) 253-9981 FAX (615) 253-8556

Laurie Lee
EXECUTIVE DIRECTOR

Jim Bryson

### MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF TENNESSEE AND LOCAL GOVERNMENT AGENCY

#### **TERMS AND DEFINITIONS**

- 1. **Additional Benefits** means benefit plans approved by BA and offered separately by Local Government Agencies, including those which provide (a) benefits for a specific disease and/or illness (e.g., cancer, heart, stroke), (b) benefits limited to a fixed amount per day (or other period) of hospitalization, (c) accident, death, and dismemberment benefits, and (d) any other benefits approved in writing by Benefits Administration. Additional Benefits does **not** include dental or vision benefits offered by an LGA that does not offer Voluntary Benefits as defined by this MOU.
- 2. **Agency Benefits Coordinator** (**ABC**) means an employee of the agency who serves as the liaison between the State Group Insurance Program, Members and BA.
- 3. **Annual Enrollment** means a period prior to the plan year when Members may change, add, or remove benefits for themselves or eligible dependents. Specific dates for this period are determined by BA each year.
- 4. **ACH** means Automated Clearing House.
- 5. **Benefits Administration** (**BA**) means the division of the Tennessee Department of Finance & Administration that administers the State Group Insurance Program.
- 6. **Business Days** means Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays. State government holidays and weekends are excluded from calculation of Business Days.
- 7. Calendar Days means all seven days of the week including State government holidays.
- 8. **Certificates of Coverage** means legal publications that define eligibility, enrollment, benefits, and administrative rules of a Voluntary Benefit.
- 9. **CFR** means Code of Federal Regulations.
- 10. **COBRA** means Consolidated Omnibus Budget Reconciliation Act.
- 11. **Edison** means the State's enterprise resource planning system for the administration of benefits enrollment and premium data.
- 12. **ePHI** means electronic PHI that is produced, saved, transferred, or received in an electronic form.
- 13. **GASB** means Governmental Accounting Standards Board.

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- 14. **Head of Agency** means the chief signing authority for the Local Government Agency.
- 15. **HIPAA** means Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and implementing regulations.
- 16. **HIPAA Notification Rule** (**Notification Rule**) means the HIPAA Breach Notification Rule codified in 45 CFR §§ 164.400-414, which requires HIPAA-covered entities and their business associates to provide notification following a breach of unsecured protected health information.
- 17. **HIPAA Privacy Rule** (**Privacy Rule**) means the HIPAA Privacy Rule codified at 45 CFR Part 160 and Subparts A and E of Part 164, which establishes national standards to protect individuals' PHI and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically.
- 18. **HIPAA Security Rule** (**Security Rule**) means the HIPAA Security Rule codified at 45 CFR Part 160 and Subparts A and C of Part 164, which establishes national standards to protect individuals' ePHI that is created, received, used, or maintained by a covered entity, and which requires appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information.
- 19. HITECH means Health Information Technology for Economic and Clinical Health Act.
- 20. **LGA** means Local Government Agency.
- 21. **Local Government Health Insurance Plan (Local Government Plan)** means the insurance plans authorized by TCA 8-27-702.
- 22. **Local Government Insurance Committee** (**Committee**) means the policy-making body for the Local Government Insurance Plan established under Tennessee state law.
- 23. **Local Government Plan Document** (**Plan Document**) means the legal publication that defines eligibility, enrollment, benefits and administrative rules of the Local Government Plan as approved by the Committee.
- 24. **Member** means any person who is enrolled in one of the medical benefit or Voluntary Benefit options offered through the Local Government Plan.
- 25. MOU means Memorandum of Understanding.
- 26. **Notify** means, unless otherwise specified within this MOU, to notify BA in writing, and the notification may be delivered by electronic mail, facsimile, or the U.S. Postal Service.
- 27. **OPEB** means Other Post-Employment Benefits (other than pensions) that an employee is eligible to receive at the start of retirement.
- 28. **PHI** means Protected Health Information, which includes an individual's medical records and other personally identifiable information.
- 29. **PPACA** means Patient Protection and Affordable Care Act, Public Law 111-148 as amended by Public Law 111-152.
- 30. State means the State of Tennessee.
- 31. **State Government Holidays** means those days on which official holidays and commemorations as defined in TCA 15-1-101 *et seq.* are observed.
- 32. **State Group Insurance Program** means all benefit options sponsored by the State, Local Government, and Local Education Insurance Committees (e.g., medical benefit plan options, disability insurance, life insurance, other Voluntary Benefits).

33. TCA means Tennessee Code Annotated.

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- 34. TCRS means Tennessee Consolidated Retirement System.
- 35. **The Tennessee Plan** means the plan offering supplemental medical insurance for retirees with Medicare as defined in TCA Title 8, Chapter 27, Parts 2 and 3.
- 36. **Voluntary Benefits** means dental and vision benefits or other benefits which are established and offered by the Committee as defined in TCA 8-27-104.
- 37. **Website** means the ParTNers for Health Website (www.tn.gov/partnersforhealth), which includes a section specifically for ABCs.

#### INTRODUCTION

The Plan Document defines the eligibility, enrollment, benefits, and additional terms of coverage for the Local Government Insurance Plan. In the event any provisions of this MOU conflict with the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan (Supplemental Medical Insurance for Retirees with Medicare), or the Certificates of Coverage for Voluntary Benefits, the provisions of those Plan Documents and/or Certificates of Coverage shall control.

Failure to comply with the terms of this MOU may subject the LGA to adverse action, including but not limited to the imposition of fines or removal from the health and/or voluntary benefit plans by the Committee.

This MOU supersedes and replaces all prior MOUs, agreements, or other documentation between BA and the LGA describing the administrative requirements of the LGA for participation in the above stated group benefits.

### SECTION 1 - RESPONSIBILITIES OF THE LOCAL GOVERNMENT AGENCY

- 1. An LGA with less than 1,000 employees shall submit an Intent to Enroll form to BA no less than 60 Calendar Days prior to the insurance effective date. An LGA with more than 1,000 employees shall submit an Intent to Enroll form no less than 120 Calendar Days prior to the insurance effective date.
- 2. The LGA shall, at execution of this MOU, identify an employee to serve as the LGA's primary ABC, who shall be responsible for plan administration and act as a liaison between the LGA, its employees, and BA. The LGA shall also identify all additional employees that will serve as ABCs. Only ABCs for whom a signed Edison Benefits User Security Authorization form has been submitted and approved shall have data update and/or inquiry access to Edison for the employees of the agency and dependents. No ABC shall allow an insurance agent, broker, agency, or an unauthorized LGA employee to have access to Edison. Duties and responsibilities of ABCs are outlined in Section 3 of this MOU.
- 3. A first-time participating LGA shall complete the Retiree Coverage Election Form, selecting one of the retiree coverage options listed on the form and obtaining appropriate approvals and signatures as outlined on the form. Existing participating LGAs who have previously chosen to opt in active employees and current retirees or a limited opt out with continued retiree coverage for only current retirees may change their election in a subsequent plan year in accordance with Plan Document section 4.06(A). All retiree coverage elections shall remain in effect unless changed in the manner set out in Plan Document section 4.06(A).
- 4. The LGA **shall** offer ALL options of the Local Government Plan to its employees and retirees, including all carriers, networks, and plan types available to them. Coverage shall be offered to all eligible employees and retirees. Subject to Item 8 in this section, the LGA shall not offer other health plans or coverage.

The LGA may offer Voluntary Benefits to eligible employees. If the LGA elects to offer one or more of the

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Voluntary Benefits, the LGA shall offer ALL Voluntary Benefit options within that plan to eligible employees including all carriers, networks, and plan types available to them. The LGA shall not offer any other dental and/or vision plans if the LGA offers the same type of Voluntary Benefits.

### 5. Voluntary Benefit Provisions

- a. <u>Participation in Voluntary Benefits.</u> An LGA may elect to participate in Voluntary Benefits either on the date the LGA joins the Local Government Plan or on a subsequent January 1<sup>st</sup>. The LGA may submit a written notice of intent to enroll in Voluntary Benefits to BA at the time the LGA joins the Local Government Plan or by August 1<sup>st</sup> of the year preceding the January 1<sup>st</sup> effective date. Upon enrollment, LGA participation in the Voluntary Benefits shall continue for a period of no less than 12 consecutive months.
- b. <u>Termination of Participation in Voluntary Benefits</u>. An LGA may elect to terminate its participation in Voluntary Benefits at the end of any plan year provided that it has participated for at least 12 consecutive months. The LGA shall provide BA with written notice of intent to terminate its participation in the Voluntary Benefits by August 1<sup>st</sup> of that plan year.
- c. If the LGA discontinues participation in a Voluntary Benefit, its employees will not be eligible for COBRA for that product and the LGA may not offer the particular Voluntary Benefit again for a period no less than 12 consecutive months from the date of termination. If the LGA offers the particular Voluntary Benefit again, eligible employees may sign up during the next Annual Enrollment period.
- d. If an LGA discontinues participation in the Local Government Plan medical benefit, participation in the Voluntary Benefits will terminate at the same time for all participants, except for retirees enrolled in dental coverage who otherwise meet defined eligibility rules.
- 6. The LGA and its officers and employees shall abide by and enforce all eligibility criteria for all benefit options set out in the Plan Document, the Plan Document and Summary Plan Description for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.
  - The LGA **shall** uniformly enforce the eligibility, enrollment, benefit, and administrative provisions of the Plan Document, the Plan Document for The Tennessee Plan, and the Certificates of Coverage for Voluntary Benefits.
- 7. Individual agencies shall not determine eligibility for employees or retirees in a way that conflicts with the Plan Document, the Plan Document for The Tennessee Plan, or the Certificates of Coverage for Voluntary Benefits. For example, the LGA shall not calculate hours worked or years of service to determine insurance eligibility in a way that conflicts with the Plan Document or vote to exclude or include classes of employees from eligibility for coverage.

In determining employees' eligibility date for coverage under Section 3 of the Plan Document, the LGA shall apply the same eligibility date criteria to all its employees (either the hire date or a date no later than the end of the subsequent month).

#### 8. Prohibition on other coverages:

- a. An LGA participating in the Local Government Plan **shall not** offer, subsidize, or incentivize enrollment of individuals eligible for the Local Government Plan into any health plan, health insurance policy, or medical expenses plan other than the Local Government Plan (including Voluntary Benefits) and those plans which constitute BA-approved Additional Benefits. This prohibition on other coverage does not apply to individuals who are not eligible for the Local Government Plan.
- b. For the purpose of (a) above, the term "health plan" includes any health plan or policy, medical insurance plan or policy, excepted benefit policy, supplemental benefit policy, gap or bridge policy, and any plan or policy that reimburses, indemnifies, contributes to, supplements or pays the costs of participating in the Local Government Plan, or provides coverage, subsidies or credits for services or pharmaceuticals covered by the Local Government Plan, including copays, member contributions, coinsurance and deductibles. For purposes of this MOU, this definition of "health plan" is not affected by whether a plan, or expenses paid under a plan, are considered a supplemental plan, health plan or an excepted benefit under federallaw.

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- c. The LGA shall not offer a subsidy, compensation, benefit, or item of value to individuals eligible for the Local Government Plan who decline enrollment in the Local Government Plan.
- d. An LGA participating in the Local Government Plan may only offer BA-approved Additional Benefits.
- e. To offer Additional Benefits, the LGA **shall** submit a written request to BA no less than 60 Calendar Days before it offers the Additional Benefit, submit all documentation and information requested by BA, and receive advance approval in writing from BA before any Additional Benefit is offered. Failure of the LGA to comply with these requirements may result in the assessment to the LGA of all costs resulting from the LGA's failure to cooperate, including actuarial consulting fees and all costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LGA's participation in the plan.
- f. An LGA's offering, subsidizing or incentivizing participation in any product prohibited in this section may result in the assessment to the LGA of all costs resulting from the LGA's failure to cooperate. The assessment may include actuarial consulting fees and all additional costs to the plan caused by non-compliance. Non-compliance may also result in termination of the LGA's participation in the plan.
- 9. The LGA shall Notify BA within 10 Business Days after an ABC terminates employment or is no longer responsible for the duties of an ABC. The LGA shall also provide BA with contact information for the new ABC immediately upon designation.
- 10. The LGA shall Notify BA within 10 Business Days of the appointment or election of a new Head of Agency or the appointment of a new fiscal officer. The LGA shall also Notify BA within 10 Business Days if there is any change in contact information for the Head of Agency or fiscal officer, including email address, phone number and mailing address.
- 11. The LGA shall assist BA with all audits, requests for information or documentation required for federal reporting, and other requests related to the compliance of all parties with the Plan Document, the Plan Document for The Tennessee Plan, or eligibility rules for the Voluntary Benefits within 15 Business Days of the request.
- 12. The LGA shall respond to survey and information requests from BA within 15 Business Days, including but not limited to surveys related to (a) employer/participating agency premium contributions for employees, retirees and dependents; (b) employer/participating agency contribution levels based on retirees' years of service for GASB OPEB reporting purposes; and (c) documentation, including pamphlets, enrollment materials, policies, etc., of all Additional Benefits and other products offered by the employer/participating agency.
- 13. The LGA shall reimburse an amount equal to any expense incurred by BA because of the LGA's failure to provide a report or any information required by this MOU. This amount may include actuarial consulting fees, reimbursement of BA staff time devoted to resolving the LGA's failure to abide by this MOU, and any other applicable fee or expense incurred by BA. The LGA agrees that BA may deduct the amount of the incurred expenses from the LGA's ACH debit account upon providing 10 Business Days' notice. In addition to reimbursement of fees and expenses, an LGA's non-compliance may result in termination of the LGA's participation in the plan.
- 14. The LGA's failure to provide requested survey information regarding data required by GASB for an OPEB calculation shall result in the LGA being excluded from the annual actuarial calculations, valuations and OPEB liability determinations by the actuaries under contract with the state's Department of Finance & Administration. The LGA acknowledges that it would be responsible for securing its own actuarial consultant for this purpose.
- 15. The LGA shall remit the premiums for coverage under the Local Government Plan and Voluntary Benefits via an ACH debit account. The LGA shall provide BA with at least 60 Calendar Days' notice before making any change to its bank account or other information that may impact ACH transactions. The LGA shall use the ACH form, instructions and contact information available on the Website.
- 16. LGA participation in the Local Government Plan shall continue for no less than 24 consecutive months unless the LGA's participation is terminated earlier by the Committee.
- 17. To terminate participation in the Local Government Plan, the LGA shall provide written notice to BA no less

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than 60 Calendar Days before the date of termination. If the LGA discontinues participation in the Local Government Plan, it is ineligible to rejoin the Local Government Plan for 24 consecutive months after the date of termination. See Exhibit A, Plan Withdrawal Document, for more detail regarding the withdrawal process.

- 18. If the LGA terminates participation in the Local Government Plan, BA will terminate coverage of all active employees and all COBRA or retiree participants, including retirees billed through their TCRS pension or direct bill.
- 19. If the LGA has no employees enrolled in the Local Government Plan health benefit for more than 60 Calendar Days, the LGA shall be terminated from the Local Government Plan and shall be ineligible to rejoin the Local Government Plan for the subsequent 24 consecutive months.
- 20. The LGA has the primary responsibility for determining eligibility pursuant to the provisions of the Plan Document and/or the Voluntary Benefits Certificates of Coverage, but the LGA may submit eligibility questions to BA for clarification. The LGA shall bear all responsibility for the cost of premiums and claims paid due to the LGA's inaccurate representation of eligibility or failure to report a Member's ineligibility, as provided in Section 8 of the Plan Document. The LGA shall terminate enrollment for the employee and dependents immediately and Notify BA within three Business Days of discovering that an employee and/or dependent(s) was ineligible for coverage.
- 21. For all Member terminations other than specified in paragraph 19 above, the LGA shall enter the termination into Edison within five Business Days of the termination. The LGA shall reimburse the State for any penalties, fines, assessments, or damages incurred or associated with late COBRA and other notices that result from a delayed notification of termination to BA. All terminations are governed by the premium refund provisions in Section 8 of the Plan Document.
- 22. All LGAs shall download the Premiums Due Collections Applied reports through Edison to reconcile the monthly amount billed by BA for insurance premiums. If the LGA fails to download such reports and requests hard copies, the LGA shall pay a \$600 fee to BA payable/collected through the ACH debit account. BA reserves the authority to waive the annual fee as it deems appropriate, and its decisions shall not be subject to appeal or review.
- 23. If the LGA has at least 25 Members, it shall maintain two ABCs with access to Edison. LGAs must obtain BA approval for any additional ABCs.
- 24. Only BA-approved ABCs shall perform data entry in Edison for Members.
- 25. The LGA may request in writing a copy of its claims experience and/or enrollment information from BA. BA will only provide a copy of such report results directly to the ABC or other authorized LGA employee. At no time shall BA deliver such report to an insurance agent or broker. Such report shall not contain any personal identifiers or individual claim details, or other information restricted by HIPAA. Assistance with the request process may be found on the Website.
- 26. The LGA shall Notify BA within five Business Days of receipt of a Medicare demand letter or other notice explaining that Medicare may have made a primary payment for services instead of a secondary payment for services and attach a copy of such letter or other notice to the notification.
- 27. The LGA shall maintain an up-to-date insurance file on each participating Member which shall include, at a minimum, the signed "Employee Insurance Checklist Local Government Plan" (a copy may be found on the Website), a copy of any manually completed enrollment forms, and a copy of any reports reflecting benefits chosen by the Member. The LGA can maintain either an electronic or hard copy, or both. Copies of files may be requested by BA for audit purposes.
- 28. The LGA shall be responsible for complying with all employer reporting requirements and employee notifications required under PPACA. Each LGA on the plan is a separate employer and must follow the reporting guidelines for employers with self-funded health plans.
- 29. The LGA shall be responsible for any penalties imposed for failure to comply with PPACA. This responsibility includes but is not limited to penalties under the PPACA amendments to the Public Health Service Act (42 U.S.C. 300 gg et seq), the employer responsibility section of the Internal

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Revenue Code (26 U.S.C. 4980H), and regulations implementing those provisions.

- 30. To the extent that the LGA varies its employer contribution by benefit option or premium tier, the LGA assumes all compliance duties and risks associated with the statutory requirements of federal and State law, including but not limited to the nondiscrimination and wellness requirements in the HIPAA (HIPAA, Pub. L. I 04-191) as amended and the Americans with Disability Act (ADA, Pub. L. 101-336), as amended. The LGA may refer to "Contributions" in the Plan Document and any other publications or frequently asked questions which BA may publish for information regarding the State's contribution policy. The LGA shall rely upon its legal counsel to ensure that the LGA's approach complies with all applicable legal requirements and be aware that information provided by BA does not constitute legal advice.
- 31. If a change in State or federal law requires changes in the procedures set out in this MOU, the LGA will comply with those requirements regardless of whether this MOU is formally amended.
- 32. The LGA bears all responsibility for financial losses caused by the LGA's non-compliance with or violation of applicable laws or regulations governing the conduct of the Local Government Plan. Such federal provisions include, but are not limited to, PPACA, HIPAA, the HITECH Act, and COBRA. The LGA's responsibility under this provision includes any fines, penalties or legal costs paid or incurred by the State because of the LGA's non-compliance with or violation of federal law.
- 33. The LGA shall participate in all audits conducted by BA, in conjunction with the Tennessee Comptroller of the Treasury to verify that policies and procedures of the Plan Document are enforced.

### SECTION 2 - RESPONSIBILITIES OF THE LOCAL GOVERNMENT AGENCY REGARDING HIPAA AND HITECH

- 1. The LGA shall comply with all applicable provisions of HIPAA and the HITECH Act and their accompanying regulations. The LGA shall take all appropriate measures to protect the privacy and security of the PHI it receives from Members electing coverage under the plan. All agency employees who have access to Edison insurance benefits data shall complete BA's annual online HIPAA training. Failure to complete all mandatory training will result in suspension of an individual's Edison insurance benefits access. Training requirements cannot be waived unless approved in advance by the BA HIPAA compliance officer.
- 2. The LGA affirms that it is familiar with the requirements of HIPAA and HITECH and accompanying regulations and that it shall comply with all applicable HIPAA and HITECH requirements, including but not limited to the following:
  - Compliance with the Privacy Rule, Security Rule and Notification Rule;
  - The creation of and adherence to sufficient privacy and security safeguards and policies;
  - Timely reporting of violations in use and disclosure of PHI and ePHI; and
  - Timely reporting of privacy and/or security incidents.
- 3. The LGA affirms that it will cooperate with BA, the BA privacy officials, and other compliance officers required by HIPAA and HITECH and its regulations, during performance of the duties so that both parties will be in compliance with HIPAA and HITECH.
- 4. The LGA shall develop, adopt and implement standards which are, at a minimum, compliant with the HIPAA Privacy Rule and Security Rule to safeguard the privacy and confidentiality of all PHI or ePHI about Members. For example, the LGA shall ensure that it does not have completed forms containing PHI or ePHI in public view, left in unsecured boxes or files or left unattended in any off-site location (e.g., in an automobile or remote workspace). The LGA's procedures shall include but not be limited to safeguarding the identity of Members of the State Group Insurance Program and preventing the unauthorized disclosure of PHI or ePHI. The LGA shall comply with the HIPAA amendments in Public Law 111-5, the HITECH Act, and any implementing regulations when they become effective.
- 5. The LGA shall not use or further disclose PHI or ePHI other than as permitted or required by HIPAA or as required by law. Use of PHI or ePHI for payment, treatment or health care operations may include disclosure only as permitted by HIPAA, including when such information is strictly necessary to resolve the issue or concern under discussion and the person has adequate permission or legal authority to review such information.
- 6. The LGA shall use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI or ePHI.

Page 7 of 10 September 2023

The LGA shall report to BA any unauthorized use or disclosure of the PHI or ePHI.

- 7. The LGA shall mitigate, to the extent practicable, any harmful effect that is known to the LGA of a use or disclosure of PHI or ePHI by the LGA in violation of the requirements of the federal privacy rule.
- 8. The LGA shall cooperate in making relevant records available to the secretary of the US Department of Health and Human Services for determining HIPAA compliance when required by 45 CFR 164.504(e)(2)(ii)(I).
- 9. The LGA shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and ePHI that it creates, receives, maintains or transmits; (ii) report to BA any security incident (within the meaning of 45 CFR § 164.304) of which the LGA becomes aware; and (iii) ensure that any agent of the LGA, including any subcontractor, agrees to the same restrictions and conditions that apply to the LGA with respect to such information.
- 10. The LGA shall comply with all privacy and security requirements of HIPAA and the HITECH Act. Unless the State gives prior approval in writing of the LGA's use of alternate mitigating controls, the LGA shall use Federal Information Processing Standards 140-2 compliant technologies to encrypt all PHI and ePHI in motion or rest, including back-up media.
- 11. The LGA is authorized to use PHI and ePHI for the purpose of carrying out its duties under the MOU and for the purposes directly required by the LGA's participation in the Local Government Insurance Plan. While carrying out these duties, including but not limited to carrying out BA's duties under HIPAA, the LGA shall fully comply with the requirements under the Privacy Rule applicable to Business Associates, as that term is defined in the Privacy Rule and not use or further disclose PHI or ePHI other than as permitted or required by this agreement or as required by law. Business Associate is subject to requirements of the Privacy Rule as by Public Law 111-5, Section 13404 [designated as 42 U.S.C. 17934].
- 12. Minimum Necessary The LGA and its agents or subcontractors shall only request, use, and disclose the minimum amount of protected information necessary to accomplish the purpose of the request, use, or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).
- 13. Notification of Breach During the term of this MOU, the LGA shall Notify BA within two Business Days of any attempted, suspected, or actual breach of security; intrusion or unauthorized use or disclosure of PHI or ePHI; and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. The LGA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- 14. The LGA acknowledges and agrees that the Committee shall have the right to immediately terminate this agreement and remove the LGA from the Local Government Plan in the event the LGA fails to comply with or violates a provision or requirement of the Privacy and/or Security Rule or this MOU. Upon termination of this MOU for any reason, the LGA agrees to return or destroy PHI and ePHI covered by this agreement at the direction of BA as required by 45 CFR 164.504(e)(2)(ii)(J).

### SECTION 3 - RESPONSIBILITIES OF THE AGENCY BENEFITS COORDINATOR

Note: Please locate applicable forms and publications on the Website.

- 1. The ABC shall be a liaison between the LGA, its employees and BA.
- 2. During employee orientation, the ABC shall:
  - Provide the Local Government Plan's Employee Insurance Checklist to the employee;
  - Review each item on the Employee Insurance Checklist with the employee;
  - Clearly articulate the applicable deadline for new hire enrollment into the plan (30 Calendar Days from THE HIRE DATE or date of eligibility), and advise that the enrollment must be complete within Edison or by paper enrollment within that deadline;
  - Ensure the employee receives in print or has access to electronic versions of all new employee

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- orientation materials provided by BA;
- Describe to the employee how and when to add newly acquired dependents, and explain the Member's responsibility to provide documentation to verify dependent eligibility within designated timeframes;
- Review with the employee the impact of a leave of absence from employment on benefits;
- List for the employee the benefits options Members have at the time of termination of employment (e.g., COBRA, retirement); and
- Explain to the employee how to make changes to coverage or terminate coverage for themselves or dependents including the employee's obligation to immediately notify the ABC of any change in dependent eligibility status.
- 3. Upon request, the ABC shall provide to BA all orientation materials provided by the LGA to new employees.
- 4. All ABCs shall participate in ABC conference calls/electronic meetings with BA staff based on a schedule defined by BA. The conference calls/electronic meetings may be held weekly leading up to and during the Annual Enrollment period. ABCs shall review all notices emailed from BA and must check the Website weekly to review all new BA postings. ABCs shall participate in all meetings held by BA in addition to the regular conference calls and weekly messages.
- 5. The ABC shall promptly review notices and updates from BA, including notices regarding annual premium increases or benefit changes and updates to the Plan Document.
- 6. All ABCs shall complete all training required by BA. All new ABCs shall complete the New ABC Training offered by BA and shall be required to pass a test to access Edison benefits information. New ABC Training shall be completed within 60 Calendar Days of becoming an ABC. Supplemental training shall be completed as required by BA and failure to do so will result in suspension of access to benefits information in Edison. Training requirements cannot be waived unless approved in advance by BA.
- 7. All new ABCs shall complete the MOU and HIPAA training module in Edison within 30 Calendar Days of access to the system. All ABCs shall complete the MOU and HIPAA training ANNUALLY during the scheduled training month or as otherwise prescribed by BA. Failure to complete the annual MOU and HIPAA training will result in suspension of access to benefits information in Edison which will not be restored until MOU and HIPAA training is complete.
- 8. The ABC shall be familiar with the insurance benefits and eligibility provisions described in the Plan Document and any applicable Certificates of Coverage for the Voluntary Benefits.
- 9. The ABC shall be responsible for certifying the Application to Continue Insurance at Retirement. The ABC shall refer all eligibility or policy questions related to creditable years of service and monetary retirement benefits to TCRS staff. Questions about retiree eligibility and questions about the Annual Enrollment period for retirees shall be directed to BA.
- 10. The ABC shall refer Members interested in obtaining information concerning the process for appeal to the Member Handbooks, the Summary of Benefits and Coverage and the Plan Document on the Website, and shall assist Members in filing appeals if requested.
- 11. The ABC shall answer general questions on the coverages offered by the Local Government Plan. The ABC shall refer any detailed eligibility inquiries to the BA Service Center. The ABC shall refer any detailed benefits and claim inquiries to the appropriate insurance carrier.
- 12. The ABC shall coordinate or assist with events or benefits fairs related to these products, including reserving meeting space, as requested by BA, and ensuring that employees/Members are aware of these events.
- 13. The ABC shall assist with requests from BA to help with ensuring the agency Members respond to requests for information and otherwise comply with sections "5.05, Subrogation Rights"; "5.06, Right of Reimbursement"; and "5.07, Recovery of Payment" of the Plan Document.
- 14. The ABC shall provide an email address file for all their employees to BA within 15 Calendar Days of receipt of a request.
- 15. ABCs scheduled for retraining shall lose access to benefits information in Edison if retraining is not completed in the time frame designated by BA.

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- 16. The ABC shall respond to a yearly audit of ABC security access for the agency. Failure to comply within the time frame given in the audit communication will result in removal of the LGA's access to benefits information in the Edison system. The ABC's access shall not be reinstated until a new, signed Edison Benefits User Security Access Form is received from the agency for each ABC.
- 17. The ABC will receive quarterly reports from a data match with the National Change of Address database. The ABC shall update addresses in Edison based on the results.
- 18. The ABC shall respond to a monthly email from BA regarding invalid Social Security Numbers within the deadline specified by BA in the request.
- 19. The ABC shall utilize the information provided by BA to assist the LGA in complying with employer reporting requirements and employee notifications required under PPACA.

This is a document that binds the LGA to legally enforceable obligations. BA recommends that the LGA have its legal counsel review this document. BA does not provide legal advice to LGAs and any information that BA provides concerning State or federal laws is not intended as legal advice.

We understand and agree to abide by the terms and conditions set forth in this document.

LOCAL GOVERNMENT AGENCY:	
Primary ABC (Printed Name/Signature)	
Date	
Head of Agency (Printed Name/Signature)	
Date	
Fiscal Officer (Printed Name/Signature)	
Date	
BENEFITS ADMINISTRATION:	
By: Laurie Lee, Executive Director	
Signature	Date

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\$16,157 \$16,157

\$2,754

\$6,048

\$7,355

PERMIT FEES
Collected Fees
TOTAL PERMIT FEES

### Exhibit G

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Note   Note	PERMIT INFORMATION	10f	AUG	SEP	OCT	NON	DEC	JAN	FEB	MAR	APR	MAY	NOC	TOTAL
1	Building Permit - Commercial	1	0	0										1
1	Building Permit - Industrial	0	0	0										0
1	Building Permit - Residential - Addition	2	1	0										3
1	Building Permit - Residential - New Build	1	4	0										5
5   3   3   3   4   4   4   4   4   4   4	Building Permit - Residential - Upstairs Finish	0	0	0										0
10   0   0   0   0   0   0   0   0   0	Misc Permit - Accessory Structure	2	3	3										11
17   5   3   3   1   1   1   1   1   1   1   1	Misc Permit - Detached Garage	0	0	0										0
1   1   1   1   1   1   1   1   1   1	Misc Permit - Fence Permit	17	5	3										25
19   17   2   1   1   1   1   1   1   1   1   1	Misc Permit - Pool Permit	1	1	1										æ
1	Misc Permit - Mechanical	19	17	2										0
1	Misc Permit - Driveway/Sidewalk	0	3	2										0
1   0   0   0   0   0   0   0   0   0	Misc Permit - Fireworks	0	0	0										0
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           101         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           10         0 <t< td=""><td>Misc Permit - Demolition</td><td>1</td><td>0</td><td>0</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></t<>	Misc Permit - Demolition	1	0	0										0
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           0         1         0 <td>TOTAL PERMIT INFORMATION</td> <td>47</td> <td>34</td> <td>11</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>48</td>	TOTAL PERMIT INFORMATION	47	34	11	0	0	0	0	0	0	0	0	0	48
1U1         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAP         JUN           0         1         0 <td></td>														
0		10f	AUG	SEP	OCT	NON	DEC	JAN	FEB	MAR	APR	MAY	NOC	TOTAL
1	Certificate of Occupancy - Commercial	0	1	0										1
1         7         2         0	Certificate of Occupancy - Industrial	0	0	0										0
1	Certificate of Occupancy - Residential	1	7	2										10
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           1         0         2         1         0 <td>TOTAL CERTIFICATE OF OCCUPANCIES</td> <td>1</td> <td>8</td> <td>2</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>11</td>	TOTAL CERTIFICATE OF OCCUPANCIES	1	8	2	0	0	0	0	0	0	0	0	0	11
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           0         2         1         0         0         1         0         0         1         0 <td></td>														
0         2         1         0	BUILDING INSPECTIONS	TNf		SEP	OCT	NON	DEC	JAN	FEB	MAR	APR	MAY	NOC	TOTAL
1         0	Form Board / Set Back Inspection	0	2	1										3
7         5         3         4         1         4	Footing Inspection	1	0	0										1
3         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4         1         4	Plumbing Inspection	7	5	3										15
5         1         4	Sheathing Inspection	3	4	1										8
10         9         5         6         6         6         7	Brick Ties Inspection	2	1	4										10
11         17         10         1	Framing Inspection	10	9	5										24
0         2         1         3         4         5         4         4         4         3         4         5         4         4         4         3         4	Mechanical Inspection	11	17	10										38
0         1         3         0	Driveway/Side Inspection	0	2	1										3
6         6         6         2         0	Backwash Inspection	0	1	3										4
1   1   1   1   1   1   1   1   1   1	Insulation Inspection	9	6	2										14
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           1         0 <td>TOTAL BUILDING INSPECTIONS</td> <td>43</td> <td>47</td> <td>30</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>120</td>	TOTAL BUILDING INSPECTIONS	43	47	30	0	0	0	0	0	0	0	0	0	120
JUL         AUG         SEP         OCT         NOV         DEC         JAN         FEB         MAR         APR         MAY         JUN           1         0 <td></td>														
1         0	CODE ENFORCEMENT ACTIONS	TOT	AUG	SEP	ОСТ	NON	DEC	JAN	FEB	MAR	APR	MAY	NOC	TOTAL
9     9     8     8       15     22     11     9     0	Municipal Court Citations	1	0	0										1
15         22         11         11         11         12         12         13         14<	Property Maintenance Complaints - Closed	6	6	8										26
25 31 19 0 0 0 0 0 0 0 0 0 0	Property Maintenance Complaints - Received	15	22	11										48
	TOTAL CODE ENFORCEMENT ACTIONS	25	31	19	0	0	0	0	0	0	0	0	0	75

COMMENTS Temporary Permits: 1

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TN

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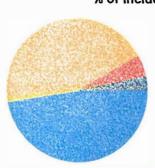
# October 19, 2023 **Exhibit H**



of Incidents by Incident Type per Zone

t Status: Reviewed | Start Date: 09/01/2022 | End Date: 09/30/2022

### % of Incidents per Zone



District 1 - City Limits
West
District 2 - City Limits
East

District 3 - Atoka County
Response
District 4 - County Mutual

District 4 - County Mutua
Aid

INCIDENT TYPE	# INCIDENTS	% of TOTAL
ct 1 - City Limits West		
Trash or rubbish fire, contained	1	0.99%
EMS call, excluding vehicle accident with injury	30	29.70%
Motor vehicle accident with injuries	4	3.96%
Motor vehicle accident with no injuries.	1	0.99%
Rescue or EMS standby	1	0.99%
Lock-out	1	0.99%
Dispatched & cancelled en route	8	7.92%
Smoke scare, odor of smoke	1	0.99%
Detector activation, no fire - unintentional	1	0.99%
Zone District 1 - City Limits West Total Incident	48	47.52%
ict 2 - City Limits East		
Cooking fire, confined to container	1	0.99%
Grass fire	1	0.99%
EMS call, excluding vehicle accident with injury	29	28.71%
Motor vehicle accident with injuries	2	1.98%
Assist invalid	1	0.99%
Dispatched & cancelled en route	4	3.96%
No incident found on arrival at dispatch address	2	1.98%
Alarm system sounded due to malfunction	2	1.98%
Smoke detector activation, no fire - unintentional	1	0.99%
· Alarm system activation, no fire - unintentional	2	1.98%
Zone. District 2 - City Limits East Total Incident	45	44 55%
ict 3 - Atoka County Response		
· EMS call, excluding vehicle accident with injury	4	3.96%
· Motor vehicle accident with no injuries.	1	0.99%
Zone: District 3 - Atoka County Response Total Incident	5	4.95%

ort shows count of incidents for Status selected.



emergencyreporting.com Doc Id: 1390 Page # 1 of 2

INCIDENT TYPE	# INCIDENTS	% of TOTAL
District 4 - County Mutual Aid		NOTICE IXE
111 - Building fire	1	0.99%
321 - EMS call, excluding vehicle accident with injury	1	0.99%
322 - Motor vehicle accident with injuries	1	0.99%
Zone: District 4 - County Mutual Aid Total Incident:	3	2.97%
TOTAL INCIDENTS FOR All ZONES:	101	100%



### Atoka Fire Department

Atoka, TN

This report was generated on 10/12/2023 7:30:24 AM



### Completed Inspections for Inspector for Date Range

Inspector: All Inspector(s) | Start Date: 09/01/2022 | End Date: 09/30/2022

ID	OCCUPANCY	ADDRESS	INSPECTED
75	Streetcar Performance	13238 Highway 51	09/06/2022
30	Burger King	10750 Highway 51	09/12/2022
38	Goodwill	11680 Highway 51	09/12/2022
29	Bartlett Pediatric Dentistry	11664 Highway 51	09/12/2022
70	Comfort Inn and Suites	10772 Highway 51	09/20/2022
76	APC Storage	149 Rosemark RD	09/28/2022

### Atoka Fire Department

Atoka, TN

This report was generated on 10/12/2023 7:30:54 AM



Count of Classes and People by Class Category with Class Hours and Man Hours for Date Range Passed/Failed: Both Passed and Failed | Start Date: 09/01/2022 | End Date: 09/30/2022

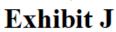
	<b>CLASS COUNT</b>	TOTAL CLASS HOURS	COUNT OF PEOPLE	TOTAL MAN HOURS
Company Training (ISO)	40	91:00	103	227:00
Driver Operator Training (ISO)	1	2:00	3	6:00
Fire Officer Training (ISO)	6	6:00	14	14:00
HazMat Training (ISO)	1	2:00	2	4:00
TN Fire Commission State Pay In-service	1	8:00	12	96:00
GRAND TOTALS:	49	109:00	134	347:00



# October 19, 2023 **Exhibit I**

# Atoka Parks and Recreation October Monthly Report- Calendar Year 2023-2024

Program/League Information					Special Event Information				
Description	Participants This Year	Participants Last Year	Program Cost	Program Cost Fees Collected	Description	This Year	This Year Last Year	Event Cost	Fee/Donations Collected
Summer-Y-Nature Camp		13			Pop-Up Farmer's Market- July	6	2	\$0.00	\$135.00
Summer-Y-Challenger-Soccer Camp		21			Pop-Up Farmer's Market- August	11	4	\$0.00	\$165.00
Summer-Y-Lego Camps		20			Pop-Up Farmer's Market- Sept.	6	3	\$0.00	\$125.00
Summer-Y-Art Camps		42			Pop-Up Farmer's Market- Oct.		8	\$0.00	
Summer-Y-Soccer Camp		32			Pop-Up Farmer's Market- May		12	\$0.00	
Summer-Y-Blast Ball/Tball		125			Pop-Up Farmer's Market- June		11	\$0.00	
Fall-Y-AYSO-Soccer	268	247	TBA	\$22,380.00	Rock the Block-August	est. 2,000 est. 2,000	est. 2,000	\$16,995.21	\$140.00
Spring-Y-AYSO-Soccer		328			Autumn in Atoka	est. 1,000	est 500	\$1,010.00	\$2,750.00
Fall-Y-REC-Softball	343	319	TBA	\$34,035.00	Safe Night Out		1100 bags		
Spring-Y-FASA-Softball		373			Halloween Decorating- October		13		
Spring Break-Y-Little Sports		18			Veteran's Ceremony-November		est. 50		
Summer-Y-Little Sports		N/A			Tree Lighting-December		150 (rain)		
Summer-A-Softball		10			Santa's Ride-Meet/Greet-December		+005		
Fall-Y-Art Class	17	221	TBA	\$1,330.00	Christmas Decorating-December		15		
Spring-Y-Art Class		36			Easter-Bunny Brunch-March		53		
Fall-Y-Tiny Tykes		8			Food Truck Festival-March		22 + 35		
Winter-Y-Tiny Tykes		14			BBQ Fest- April		57 teams		
Spring-Y-Tiny Tykes		13			Cops & Bobbers-May		N/A	N/A	N/A
Concession Sales					Current Activities: Fall Youth Softhall Soccer Adult Kickhall	Softhall So	cor Adult	Kickhall	
Description		Current Last	Current EVTD	Last EVTD		(100			
	This Year	Year			<b>Current Registrations: Halloween Decorating Contest</b>	reen Decora	ting Contes		
Nancy Lane Park	\$12,916.76	\$11,281.35	\$12,916.76	\$12,709.18	ı		)		
Walker Park	\$2,728.75	\$869.07	\$9,566.48	\$7,128.46	Upcoming Events: Farmer's Market 10/14, Safe Night Out 10/27, Veteran's	1arket 10/1	4, Safe Nigh	t Out 10/27,	Veteran's
Rentals					Day Ceremony 11/11				
Description		Current Last	Current STD	Last STD					
Splach Pad-Regular	\$640.00	\$160.00	\$3 940 00	\$1.280.00					
Splash Pad-Private	\$0.00	\$0.00		\$1,500.00					
Splash Pad- Daily Entry	\$392.00	A/N		N/A					
Splash Pad- Season Passes	\$0.00	N/A		N/A					
Softball Fields	\$112.00	N/A	\$247.00	N/A					
Other Facilities	\$80.00	N/A	\$80.00	N/A					
Citizen Service/Park Maintenance									
Description	Current This Month	Current Last	Current FYTD	Last FYTD					
Q-Alert Service Request-Closed	1	1	8	3					

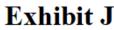




# Atoka Police Department 68 Atoka - McLaughlin Drive



	TN Incident E	Based Reporting S	ystem - Part 1 Crimes
Town of Atoka		365 Days	
10/1/2023	2022	2023	+/-/=
Assault-Agg(All)	9	0	-9
Assault-Agg	3	0	-3
Assault-Agg DV	6	0	-6
Child Abuse Agg	0	0	0
Auto Thft	1	1	0
Bur-Non-res	1	1	0
Bur-Residential	0	1	1
Bur-Bus	1	2	1
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	12	13	1
Shoplift Fel	1	0	-1
Shoplift Misd	4	0	-4
Th Build	1	1	0
Th Fr M/V	1	9	8
Th Veh Parts	2	2	0
Th Other Trailer	0	0	0
Other Th/Non-Specific	3	1	-2
Rape	2	0	-2
Robbery-Bus	0	0	0
Robbery-Per	1	0	-1
Robbery-In	1	0	-1
Carjacking	0	0	0
Part 1 Totals	27	18	-9





# Atoka Police Department 68 Atoka - McLaughlin Drive



	Add	ditional Crimes & S	Statistics
Town of Atoka	Year to Year Compa	arison	
10/1/2023	2022	2023	+/-/=
Fraud	4	0	-4
ID Theft	2	0	-2
Credit Card	1	0	-1
Swindle / Scheme	1	0	-1
Counterfeit / Forgery	1	1	0
Weapons	0	2	2
MV Crash	54	40	-14
Injury	12	8	-4
Hit and Run	2	1	-1
Property damage	40	31	-9
Drugs / Narcotics	5	17	12
Felony	1	4	3
Misdemeanor	2	7	5
Driving under Influence	2	6	4
Additional Totals	64	60	-4
Misc Reports	87	74	-13
Bus and Res Alarms	78	45	-33
Calls for Service	6,217	6,906	689
Enforcement	2022	2023	+/-/=
Arrests	61	46	-15
Felony	25	12	-13
Misdemeanor	36	34	-2
Citations	447	758	311
General Sessions	22	39	17
City Court	262	328	66
Warnings	163	391	228

# Printed: 10/4/2023

October 19, 2023 **Exhibit K** 

# **Atoka Public Works**

# Monthly Report - Calendar Year 2023-2024 Fiscial Year

NEW ACCOUNTS OPENED	36												
2770	0	24	17										29
EXISTING ACCOUNTS CLOSED	6	6	9										24
NET CHANGE - CUSTOMER ACCOUNTS	17	15	11	0	0	0	0	0	0	0	0	0	43
SSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
TANK PUMPING - VENDOR	33	25	27										82
TOTAL SEWER SERVICE ISSUES	33	25	27	0	0	0	0	0	0	0	0	0	82
SOLID WASTE SERVICE ISSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
NEW CUSTOMERS (delivered can)	22	4	13										39
MISSED COLLECTIONS	26	34	51										141
DAMAGED / REPLACED CANS	22	20	15										22
	6	23	9										38
TOTAL SOLID WASTE SERVICE ISSUES	109	81	82	0	0	0	0	0	0	0	0	0	275
WATER SERVICE ISSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
METER SET - PRIMARY SERVICE	1	0	3										4
METER SET - AUXILIARY SERVICE	1	1	0										2
METER MAINTENANCE	0	0	0										0
METERS REPLACED/ Antenna Added	0	0	10										10
	1	4	2										7
LATE PAYMENTS	491	266	499										1256
NON-PAYMENT DISCONNECTION	79	06	72										241
TOTAL WATER SERVICE ISSUES	573	361	586	0	0	0	0	0	0	0	0	0	1520
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
	202	212	130										544
	59	46	47										152
DITCHES, OTHER ISSUES	69	75	42										186
UTILITY LOCATES	118	115	139										372
TOTAL WORK ORDERS	448	448	358	0	0	0	0	0	0	0	0	0	1254
BILLING INFORMATION	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
ACH ACCOUNTS	522	532	536										1590
E-BILL ACCOUNTS	1253	1268	1278										3799
SOLID WASTE CUSTOMERS	3042	3048	3054										9144

# Printed: 10/4/2023

# **Atoka Public Works**

Monthly Report - Calendar Year 2023

TOTAL	171	62	109	TOTAL	353	353	TOTAL	309	457	125	135	1026	TOTAL	7	4	0	15	37	4415	843	5321		TOTAL	1799	548	605	892	3844	TOTAL	4645	11197	27280	0	
DECEMBER			0	DECEMBER		0	DECEMBER					0	DECEMBER								0	-	DECEMBER					0	DECEMBER					1
NOVEMBER			0	NOVEMBER		0	NOVEMBER					0	NOVEMBER								0		NOVEMBER					0	NOVEMBER					ļ
OCTOBER			0	OCTOBER		0	OCTOBER					0	OCTOBER								0		OCTOBER					0	OCTOBER					
SEPTEMBER	17	9	11	SEPTEMBER	27	27	SEPTEMBER	13	51	15	9	85	SEPTEMBER	3	0	0	10	2	499	72	586		SEPTEMBER	130	47	42	139	358	SEPTEMBER	536	1278	3054	N/A	
AUGUST	24	6	15	AUGUST	52	25	AUGUST	4	34	70	23	81	AUGUST	0	1	0	0	7	597	06	361		AUGUST	212	46	22	115	448	AUGUST	532	1268	3048	N/A	
JULY	26	6	17	INTA	33	33	JULY	22	99	77	6	109	JOLY	1	1	0	0	1	491	62	573		JULY	202	29	69	118	448	JULY	522	1253	3042	N/A	
JUNE	18	5	13	JUNE	48	48	JUNE	15	40	9	10	71	JUNE	0	0	0	0	2	438	84	524		JUNE	212	60	75	80	427	JUNE	521	1243	3035	N/A	
MAY	23	8	15	MAY	09	09	MAY	20	46	6	16	91	MAY	3	0	0	0	4	515	94	616		MAY	222	68	73	82	445	MAY	515	1233	3033	N/A	
APRIL	17	5	12	APRIL	58	28	APRIL	16	38	4	7	65	APRIL	0	1	0	1	4	538	83	627		APRIL	181	79	80	127	467	APRIL	508	1225	3028	N/A	
MARCH	21	7	14	MARCH	28	28	MARCH	28	41	7	4	80	MARCH	0	0	0	0	6	442	86	549		MARCH	160	74	29	68	390	MARCH	502	1218	3029	N/A	
FEBRUARY	11	5	9	FEBRUARY	39	39	FEBRUARY	24	51	19	37	131	FEBRUARY	0	1	0	4	0	511	166	682		FEBRUARY	310	43	63	74	490	FEBRUARY	496	1216	3017	N/A	
JANUARY	14	8	9	JANUARY	32	35	JANUARY	167	100	23	23	313	JANUARY	0	0	0	0	11	715	<i>LL</i>	803		JANUARY	170	72	61	89	371	JANUARY	513	1263	2994	N/A	
CUSTOMER ACCOUNTS	NEW ACCOUNTS OPENED	EXISTING ACCOUNTS CLOSED	NET CHANGE - CUSTOMER ACCOUNTS	SEWER SERVICE ISSUES	TANK PUMPING - VENDOR	TOTAL SEWER SERVICE ISSUES	SOLID WASTE SERVICE ISSUES	NEW CUSTOMERS (delivered can)	MISSED COLLECTIONS	DAMAGED / REPLACED CANS	OTHER / TRASH	TOTAL SOLID WASTE SERVICE ISSUES	WATER SERVICE ISSUES	METER SET - PRIMARY SERVICE	METER SET - AUXILIARY SERVICE	METER MAINTENANCE	METERS REPLACED/ Antenna Added	ADJUSTMENTS	LATE PAYMENTS	NON-PAYMENT DISCONNECTION	TOTAL WATER SERVICE ISSUES		WORK ORDERS	WATER	SEWER	DITCHES, OTHER ISSUES	UTILITY LOCATES	TOTAL WORK ORDERS	BILLING INFORMATION	ACH ACCOUNTS	E-BILL ACCOUNTS	SOLID WASTE CUSTOMERS	RECYCLING CUSTOMERS	

October 19, 2023
Exhibit K



October 19, 2023 **Exhibit L** 

### **PROCLAMATION**

### 190TH ANNIVERSARY OF ATOKA PRESBYTERIAN CHURCH

- WHEREAS, the history of our community is deeply intertwined with the growth and development of its religious institutions; and it is of paramount importance to acknowledge and honor the significant contributions that the Atoka Presbyterian Church has made to the lives of its congregants and to the betterment of our community as a whole; and
- WHEREAS, The Lord Jesus Christ established this church in Atoka in 1833, having the initial building near the current intersection of Atoka-Idaville and Portersville roads, where it remained until the early 1870's; and
- WHEREAS, the 190th anniversary of the Atoka Presbyterian Church marks a momentous occasion that reminds us of the steadfast commitment and dedication of its members over the years; having been faithfully served by 36 pastors and been sustained by the Lord through trying times, including the Civil War, World War I, the Great Depression, and World War II.; and
- WHEREAS, the families of the Atoka congregation have not only been sustained, but also abundantly blessed from generation to generation with faithful Sunday school teachers, youth leaders, women's leaders, elders, and deacons having been raised up by the Lord to serve not only in the church, but within the entire Atoka community; and
- WHEREAS, the values of compassion, unity, and charity upheld by the Atoka Presbyterian Church have not only enriched the lives of its attendees but have also positively impacted the lives of countless individuals through various charitable endeavors including, but not limited to: supporting the pro-life ministry of Confidential Care, supporting the local food pantry, gathering school supplies for the Atoka Elementary school, providing Christmas gifts for the children of incarcerated prisoners via the Angel Tree ministry of Prison Fellowship, and supporting the annual Safe Night Out event of the Town of Atoka;
- **NOW, THEREFORE, BE IT PROCLAIMED** that I, Barry L. Akin, Mayor of the Town of Atoka and on the behalf of the Board of Aldermen and the citizens of Atoka, do hereby proclaim Sunday, October 29<sup>th</sup> as a day of celebration in honor of the 190th Anniversary of the Atoka Presbyterian Church. I encourage all residents to reflect upon the church's rich history and to recognize the ongoing contributions it has made to our community.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND HAVE CAUSED THE SEAL OF THE TOWN OF ATOKA TO BE AFFIXED ON THIS  $19^{\text{TH}}$  DAY OF OCTOBER 2023:



October 19, 2023 **Exhibit M** 

# **PROCLAMATION**

### Domestic Violence Awareness Month

**WHEREAS**, Tennessee has remained in the top fifteen for domestic homicide since 2001. West Tennessee reported 8 victims murdered by someone defined by law as a "domestic relationship" in 2022; and

**WHEREAS**, 3,700 incidents of domestic violence were reported in Tennessee and 73.6% of crimes against persons in Atoka were domestic violence cases in 2022; and

**WHEREAS**, The survivors of domestic violence should have help to find the compassion, comfort, and healing they need and domestic abusers should be held fully accountable for their crimes against persons and the community; and

**WHEREAS**, Our community has a civic and moral obligation to work to prevent domestic violence, to address its brutal and destructive effects, and to make ending domestic violence a community priority.

NOW, THEREFORE, In recognition of the important work being done by our community to prevent domestic violence, support survivors of domestic violence and hold perpetrators of such violence accountable for their crimes against the community, I, BARRY AKIN, VICE MAYOR OF THE TOWN OF ATOKA, TENNESSEE, do hereby proclaim the month of October, 2023 to be:

### "Domestic Violence Awareness Month"

in the Town of Atoka and call upon citizens of Atoka to become aware of this destructive force in our society and to become part of the efforts to build safe, stable, nurturing relationships and families.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND HAVE CAUSED THE SEAL OF THE TOWN OF ATOKA TO BE AFFIXED ON THIS  $19^{\text{TH}}$  DAY OF OCTOBER 2023:

Barry	I /	Akin.	Mayo	)
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## October 19, 2023 Exhibit N

AN ORDINANCE OF THE TOWN OF ATOKA, TENNESSEE AMENDING SECTION 3 OF ORDINANCE NUMBER 23-07-01 RELATED TO APPROVED EXPENDITURES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

ORDINANCE NUMBER

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 July 11, 2023, the Board of Mayor and Aldermen adopted a budget for the fiscal year 2024 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 23-07-01, passed by the Board of Mayor and Aldermen on July 11, 2023 is hereby amended to appropriate funds for the General Fund as follows:

General Fund	FY24 Adopted Budget	FY24 Amended Budget
Public Safety	\$4,972,220	\$5,075,220
Highways and Streets	\$2,722,741	\$3,422,741
Total Expenditures	\$7,694,961	\$8,497,961

**SECTION 2.** All other sections of Ordinance Number 23-07-01 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 19<sup>th</sup> day of October 2023.

PASSED on the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 14th day of November 2023.

ATTEST:	Barry L. Akin, Mayor
Deborah Pickard, Town Recorder	

### ORDINANCE NUMBER

AN ORDINANCE TO AMEND TITLE 18 RELATED TO WATER AND SEWER SERVICES, CHAPTER 4 MISCELLEOUS OF THE ATOKA MUNICIPAL CODE

WHEREAS, the Town of Atoka desires to require Water and Sewer Leak Protection Services, and

**WHEREAS**, the Town of Atoka Public Works Committee met and discussed options for Water and Sewer Leak Protection Services through a third party; and

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

**SECTION 1.** Title 18 Chapter 4 Miscellaneous of the Atoka Municipal Code is amended to add Section 18-405 to read as follows.

18-405 Water and Sewer Leak Protection Services.

**SECTION 2.** Title 18 Chapter 4 Section 405 of the Atoka Municipal Code is added to read as follows.

18-405 <u>Water and Sewer Leak Protection Services</u>. The following fee shall be charged to utility customers:

- (1) Each Atoka Water and Sewer customer will be billed a monthly fee of \$1.98. The fee will cover \$1,000.00 coverage against water leaks and \$1,000.00 coverage against sewer leaks, up to two (2) occurrences in a twelve-month period.
- (2) Atoka Sewer customers who are billed by Poplar Grove Utility District will be charged \$0.98. The fee will cover \$1,000.00 coverage against sewer leaks, up to two (2) occurrences in a twelve-month period.
- (3) Initial Enrollment. Following the adoption of this Ordinance, current town utility customers will have the opportunity to "opt out" of the Water and Sewer Leak Protection Service Program. Billing for the program shall begin with the January 2024 billing cycle. The opt out period will commence with the January 2024 billing cycle and continue for no more than ninety (90) days. Persons who decide to opt out will not be billed for the program but may opt in and receive the benefits in the future, and will, at that time, be billed accordingly. After the opt out period has passed, those utility customers who do not opt out as provided above and any new utility customers thereafter will be billed for the program and will not have the ability to opt out of the program.

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

**PASSED** at the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 19<sup>th</sup> day of October 2023.

**PASSED** at the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the  $14^{th}$  day of November 2023.

ATTEST:	Barry L. Akin, Mayor
Deborah Pickard, Town Recorder	

# Tetablished In 1875

### Office Of the Public Works Department

### **MEMORANDUM**

To: Office of the Town Administrator

From: Wesley Yarbrough, Public Works Director

Date: October 10, 2023

### **RE:** Servline Utilities Protection Proposal

Over the past several months Staff has been working with Servline to collect and provide them with information concerning leak protection. Jenna Hazelet with Servline drafted and sent a proposal on 10-10-2023 that is valid for 30 days. The proposal discusses the premiums for several different coverage options.

### During the meeting phone conversation email etc., the following topics were discussed:

Staff discussed the customer needs, and the number of water accounts were provided to Servline for review. Residential Town water, auxiliary water and sewer service customer rates, for leak protection only were discussed and provided. This does not include service line protection. Line protection is a separate coverage and could be directly provided by Servline as an additional service.

- 1. Residential Combined Water and Sewer Rates were discussed and provided
  - a. Water Leak Protection \$ 1,000 Limit .99 Residential
  - b. Sewer Leak Protection \$1,000 Limit .99 Residential

### **Staff Recommendations**

- 1. Staff recommends providing residential water and sewer leak protection with the Limit of \$1,000 for each service.
- a. An administrative fee of \$ .13 could be added to the water and .36 for sewer Total \$1.98
- 2. Staff recommends a 90-day opt-out period for customers.
- 3. Staff recommends starting billing cycle January 2024

### **Program Benefits**

- 1. Benefit frequency 2 occurrences in 12-month period.
- 2. Two consecutive billing cycle allowed per occurrence.
- 3. Minimize financial strain to the town.



### TOWN OF ATOKA

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

www.TownofAtoka.com

October 19, 2023 **Exhibit P** 

### **MEMORANDUM**

To: Honorable Mayor Barry Akin & Board of Alderman

From: Marc Woerner, Town Administrator

Re: Bid Award – Pioneer Park Levee and Culvert Repair

The Town opened bids on September 26, 2023, for the Pioneer Park Levee and Culvert Repair. Bid specifications were provided to all area vendors and the Town received three (3) bids by the closing date. Town received a bid from White Construction & Associates, Inc., Rose Construction Inc., and Zellner Construction Services, LLC. The bid breakdown of the fees can be found on the bid tab below.

### Pioneer Park Levee and Culvert Repair Project

Tuesday, September 26, 2023

Contractor	Address	Total Bid Price
White Construction	298 Quality Drive, Suite	\$35,887.00
& Associates, Inc.	1 Byhalia, MS 38611	\$35,887.00
Rose Construction,	126 Highway 51 South	\$58,017.48
Inc.	Covington, TN 38019	\$58,017.48
Zellner Construction	2926 Ridgeway Road,	\$98,982.00
Services, LLC.	Memphis TN 38115	00.262,054

Staff recommends awarding to White Construction & Associates, Inc.