



Municipal-Regional Planning Commission
Meeting Agenda

Atoka Town Hall
334 Atoka-Munford Avenue

Tuesday, May 17, 2022
6:30 p.m.

- I. Call to Order & Establishment of a Quorum**
- II. Approval of the Minutes**
 - Regular Commission Meeting – February 24, 2022
- III. Reports**
 - Code Enforcement Monthly Activity Report
- IV. Old Business**
- V. New Business**
 - 1. Development Agreement
 - 2. Subdivision Checklist
 - 3. Trinity Place Acceptance Request
- VI. Miscellaneous Items from the Planning Commission**
- VII. Citizen Concerns.**
- VIII. Adjourn**



Municipal-Regional Planning Commission

Public Hearing -Minutes

Atoka Town Hall
334 Atoka-Munford Avenue

Thursday February 24, 2022
6:30pm

Meeting – Minutes

The **Atoka Municipal/Regional Planning Commission** met with the following members present:

Keith Moore
John Harber

Michael Smith
Stephen Shopher

Jonathan Fortenberry
Vicki Shipley

Absent: Danny Feldmayer
Also attending:

Amanda Faurbo, Assistant to the Town Administrator
Marc Woerner, Town Administrator
*Attached Sign In sheet

- I. Chair Shopher called the meeting to order at 6:30pm and established a quorum.
- II. **Approval of the January 20, 2022, Minutes**- Commissioner Harber made a motion to approve the January 20, 2022, minutes as presented. Commissioner Moore seconded. All Approved. Motion carried.
- III. **Old Business- Consideration of Tipton Farms-Planned Unit Development** the development was tabled per the developer's request.
- v. **New Business**
 1. Bob Barker, Orion Group provided a review of the Discovery Process of the Long-Range Comprehensive Plan from the days prior to the meeting.
 2. Ben Ledsinger, SSR introduced Rob Lance, SSR with 30 years' experience in wastewater to discuss sewer concerns.
- IV. **Miscellaneous Items from the Planning Commission-**
- V. **Citizens' Concerns-** Keith Richter-124 Smithers Ave. Voiced his concern for some type of street system for Walker Parkway.

Meeting adjourned at 7:28pm.

Stephen Shopher, Chair

Amanda Faurbo, Clerk

Code Enforcement Monthly Report
Fiscal Year 2022

PERMIT INFORMATION	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Building Permit - Commercial		1		2			1	1		2			7
Building Permit - Industrial		0											0
Building Permit - Residential - Addition	3	2	3	1	2		1	3	2	4			21
Building Permit - Residential - New Build	7	5	1	4	15	5	5	3	4	4			50
Building Permit - Residential - Upstairs Finish	2	1		1									4
Misc Permit - Detached Garage		0			4	3							7
Misc Permit - Fence	1	3	3	1	3	2		5	3	5			26
Misc Permit - Fireworks Stand		0				2							2
Misc Permit - Pool Permit		2	1	1	2		1		2	7			16
Misc Permit - Sign Permit	1	0		2				2		2			7
Misc Permit - Storage Shed	3	1	1	1	7			2	2	2			19
TOTAL PERMIT INFORMATION	17	15	9	13	33	12	8	16					159
CERTIFICATE OF OCCUPANCY	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Certificate of Occupancy - Commercial	0	0						1					1
Certificate of Occupancy - Industrial	0	0											0
Certificate of Occupancy - Residential	6	13	3	18	9	12	7	4	5	5			82
TOTAL CERTIFICATE OF OCCUPANCIES	6	13	3	18	9	12	7	5	5	5	0	0	83
BUILDING INSPECTIONS	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Form Board / Set Back Inspection	5	5	1	2	14	3			5				35
Footing Inspection	2	1	1	1	2	1	4						12
Plumbing Inspection	4	5	4	6	6	11	4	1	8	3			52
Sheeting Inspection	9	3	4	7	7	6	6	5	5	3			55
Brick Ties Inspection	12	8	8	19	5	1	1	1	11	9			75
Framing Inspection	16	8	9	15	7	8	3	9	11	8			94
Insulation Inspection	4	6	4	15	2	7	5	6	7	9			65
TOTAL BUILDING INSPECTIONS	52	36	31	65	43	37	23	22					697
CODE ENFORCEMENT ACTIONS	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Municipal Court Citations													
Property Maintenance Complaints - Closed	46	12	49	60	39	49	15	25	28	103			426
Property Maintenance Complaints - Received	57	15	67	63	93	56	18			120			489
TOTAL CODE ENFORCEMENT ACTIONS	103	27	116	123	132	105	33	25	28				915
PERMIT FEES	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Collected Fees	\$7,293	\$3,538	\$2,368	\$4,025	\$10,172	\$4,786	\$3,313	\$2,213	\$3,370	\$4,982			\$46,059
TOTAL PERMIT FEES	\$7,293	\$3,538	\$2,368	\$4,025	\$10,172	\$4,786	\$3,313	\$2,213	\$3,370	\$4,982			\$46,059
COMMENTS													

SUBDIVISION DEVELOPMENT CONTRACT
ATOKA, TENNESSEE

This agreement ("Contract") is made and executed this ___ day of ___, 2022 ("Contract Date") between the Town of Atoka, Tipton County, Tennessee, a municipal corporation ("Town"), and _____ ("Developer") and _____ ("Owner") (collectively "Parties").

W I T N E S S E T H:

WHEREAS, Developer seeks to develop property located in Tipton County, Tennessee¹ zoned ____, containing ____ acres, and otherwise identified by the Tax Assessor of Tipton County, Tennessee as Tax Map ___, Parcel No. ___ in Tipton County, Tennessee ("Property"); and

WHEREAS, the Property comprises ____ lots of a total proposed development containing approximately ____ lots, the future development of which will occur in phases ("Entire Project"); and

WHEREAS, on (date) _____, Town's Planning Commission conditionally approved, with required comments, Developer's proposed Preliminary Plan for subdivision and development of the Entire Project; and

WHEREAS, on (date) _____, Town's Planning Commission conditionally approved, with required comments, Developer's proposed Construction Plan for _____ comprising ____ lots and called _____ Subdivision, Section__ ("Subdivision"); and

WHEREAS, one condition for approval of the Preliminary Plat and the Construction Plan is the approval of the Contract by Town's Board of Mayor and Aldermen ("Board"); and

WHEREAS, Town and Developer desire to specify, through the Contract, the cost, responsibilities and other conditions for Developer's development of the Subdivision, none of which are to be construed as a variance from, or modification to, the Preliminary Plat, the Construction Plan, Town's Subdivision Regulations or any other authority governing residential subdivision development in Town; and

WHEREAS, Town is willing to execute the Contract, provide services to the Subdivision in accordance with Town's standard policies and applicable rates, take title to the Subdivision's improvements and approve the Subdivision, subject to Developer's specific compliance with existing laws, ordinances, regulations and the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, undertakings of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

¹ *If Developer is not the property owner but enters into the Contract to develop the property with the owner's permission, and/or another builder(s), then the owner and/or builder(s) shall join herein and is jointly and severally obligated with Developer to perform the Contract .*

1. General Provisions

- 1.1. Public and Private Improvements. Developer shall, at its expense, construct and install all public and private improvements located in, or required for, the Subdivision as referenced in the Preliminary Plat, the Construction Plan and/or Grading and Drainage Plan including, but not limited to, all streets, sewer systems, water systems, drainage, storm drains, catch basins, gas and electrical systems, sidewalks, open space improvements and easements or rights of way for same ("Public and Private Improvements").
- 1.2. Commencement and Completion of Construction. Developer shall commence construction of the Public and Private Improvements within one (1) year of the Contract Date and shall complete construction no later than two (2) years from the Contract Date. Town may treat failure to timely commence construction as a voiding of the Contract and may treat failure to timely complete construction as a breach of the Contract. Developer may request a deadline extension either for commencement or completion of construction provided same is in writing, specifies the reason the deadline cannot be met and is received by Town no less than thirty (30) days before the deadline expires. The Board, at a regularly scheduled meeting, must approve any request for a deadline extension. Developer shall be provided written notice of the Board's decision approving, rejecting or approving with conditions any request for a deadline extension. Developer shall pay any and all fees, including attorney's fees, incurred by Town in connection with such request for deadline extension.
- 1.3. Compliance with Codes. Developer shall construct the Public and Private Improvements in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and the requirements of: a) Town's Municipal Subdivision Regulations; b) Town's Technical Specifications; c) the Standard Codes as adopted by Town of Atoka Municipal Code §§ _____, et. seq.; d) the Model Energy Code as adopted by Town of Atoka Municipal Code §§ _____, et. seq.; e) the Fire Code as adopted by Town of Atoka Municipal Code § _____, et. seq.; and, f) all other applicable Town ordinances (collectively "Codes"), all of which are made a part of the Contract by reference. References herein to the Codes are to those in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.
- 1.4. Compliance with Standards. Developer shall construct the Public and Private Improvements in accordance with the following, which are made a part of the Contract by reference, to the extent that same exceed the requirements of the Codes and/or specifications of the Preliminary Plat, the Construction Plan

and/or Grading and Drainage Plan: a) the standards of the American Society for Testing Materials; b) the requirements of the Office of Safety and Health Administration; c) the requirements of the federal Americans with Disabilities Act; d) Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and, e) the Standards of the American National Standards Institute, as all are in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.

- 1.5. Inspection/Approval By Town's Engineer. Town, through its Engineer or their designee, has the right to review, require changes to and approve, the Preliminary Plat, the Construction Plan and Grading and Drainage Plan, including the Subdivision's proposed public water and fire protection systems. Town, through its Engineer or their designee, also has the right to periodically inspect, approve and issue stop work orders regarding, all construction work in the Subdivision. Developer shall pay all engineering and inspection costs, including laboratory testing for material, soil density and moisture content, whether incurred by Town or third-parties at Town's request. Copies of any laboratory, sample, density tests, shall be provided to the town. (time frame for documentation submission)
- 1.6. Developer's Fees. Developer shall pay to Town, prior to the Town's execution of the Contract, the following non-refundable fees: (a) water plant expansion fee (n/a); (b) Preliminary Plan, Construction Plat, and Grading and Drainage Plan review fees (n/a); (c) inspection fee of _____ (\$500.00 flat fee plus \$300.00 per lot) (d) sewer impact fee (n/a); (e) payment of park dedication fee (\$250.00 per proposed lot); and (f) such other fees as Town may require.
- 1.7. Transfer of Property by Developer. Developer shall not transfer the Property, any portion of the Subdivision, the Contract or any obligation under the Contract, to any third party until Conditional Approval has been granted by Town pursuant to the provisions of paragraph 3 below.
- 1.8. Submittals to Town. Developer shall provide to Town, prior to Town's execution of the Contract:
 - a. Grading and Drainage Plan for the Subdivision reflecting a drainage system for the Subdivision designed with sufficient hydraulic capacity to control all surface and ground water originating within, and upstream from, the Subdivision such that the amount and rate of water from all sources leaving the Subdivision, after full building development, shall not be significantly different after the Subdivision is completed than before the Subdivision was commenced. Attached to said Plan shall be a formal, written opinion of a certified and licensed professional engineer, duly bonded, certifying, as a professional engineer, that he/she has reviewed the entire watershed within which the Subdivision is located and that, upon full building development, at

Commented [MW1]: A sewer expansion/ upgrade fee should be considered. If the developer's development is affecting the town's wastewater system then developer should be required to contribute to any necessary improvements.

the greatest allowable use density, under existing zoning of all land within the watershed, full building development of the Subdivision will not increase, alter or affect the flow of surface water, nor contribute to same, so as to damage, flood or adversely affect any property.

- b. written estimate of the cost and quantity of the Public and Private Improvements; and
- c. an irrevocable letter of credit benefitting Town, satisfactory to Town, in the amount of \$75,000.00 ("Security"). It is understood and agreed that the Security is provided to ensure performance of all of Developer's obligations under the Contract to Town's satisfaction. The irrevocable letter of credit shall automatically be renewed and shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision. The 75,000.00 is based on typical size subdivision and they have not gone over that dollar value.

- 1.9. Insurance. Developer shall purchase, maintain and, prior to Town's execution of this Contract, provide to Town a certificate showing, comprehensive general liability and other insurance that shall insure against claims arising out of Developer's performance of the Contract, whether such claims arise out of the actions of Developer and/or any subcontractor of Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:
- a. worker's compensation claims; provided, however if Developer has no employees eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform under the Contract to furnish evidence of such insurance for the employees of same;
 - b. claims for personal injury, occupational illness or death of Developer's employees or agents, if any;
 - c. claims for personal injury, illness or death of any person other than Developer's employees or agents;
 - d. claims for injury to, or destruction of, tangible property, including loss of use resulting therefrom;
 - e. claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and
 - f. claims by third-parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under the Contract.

Insurance coverage shall include the coverage specified above with policy limits of not less than \$1,000,000.00 combined single limit general liability and \$500,000.00 combined single limit automobile liability per occurrence. The comprehensive

general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to Developer's obligations under the Contract.

Each insurance policy shall contain a provision stating that the insurer shall give Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision. In addition, Developer shall maintain completed operations insurance for one (1) year after Board passes its resolution of Final Acceptance. Developer shall furnish Town with evidence of the continuation of all such insurance at the time the Board passes its resolution of Final Acceptance.

1.10. Cleanliness. At all times while performing the Contract, Developer shall:

- a. maintain barricades, fences, guards and flag men as reasonably necessary to ensure the safety of all persons at or near the Subdivision;
- b. maintain the Subdivision and surrounding areas in a manner that prevents construction material including, but not limited to, debris, mud, silt, dirt and/or gravel from leaving the Subdivision; and,
- c. provide erosion control including, but not limited to, fertilizing, mulching, seeding and/or sprigging and/or sodding for excavated and/or embankment areas in and around the Subdivision as required by Town's Subdivision Regulations and/or Town, through its Engineer or their designee.

Should construction material leave the Subdivision and/or enter into a street or should erosion occur, then Developer shall take immediate steps to remove said material and/or remedy the erosion. If Developer does not remove said material or remedy the erosion within 24 hours after notification by Town, Town may have removed said material and/or have remedied said erosion and may recover all costs associated therewith by demand on the Security.

1.11. Communication. Developer shall keep Town, through its Engineer or their designee, informed of construction activity. At least a 24-hour notice of commencement of construction is required. If construction ceases for reasons other than inclement weather, a 24-hour notice is required each time construction resumes.

2. Required Improvements

2.1. Streets.

- a. Developer shall construct, at its sole expense, all streets, public and private, located in, or required for, the Subdivision in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer or their designee. Developer's obligation to construct streets includes, but is not limited to, construction of handicap ramps, curb cuts, curbs, gutters, driveway aprons and sidewalks.
- b. All streets shall be constructed so that the normal cross section thickness and composition of the base and pavement is in accordance with the Subdivision Regulations.
- c. Developer may use alternative base, pavement and subgrade cross sections and composition on any streets upon receiving written permission from Town, through its Engineer or their designee. Town's approval shall be based on the tests, analysis and recommendation of an independent, local soils testing laboratory utilizing standard pavement design procedures. The laboratory selected by Developer must be acceptable to Town. Developer shall be responsible for the employment and payment of such laboratory if Developer chooses to utilize an alternative pavement design.
- d. It is agreed and understood that if it is not necessary to change the existing grade and/or alignment or disturb the pavement of an existing street, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and to construct sidewalks, curbs and gutters as required. If the existing grade and/or alignment is changed, Developer shall be required to grade, prepare sub-base, base and pave the full width of said street.
- e. Developer shall complete all grading within the street right-of-way before public utilities are installed.
- f. Utility easements shall not be located in the street right-of-way, shall run adjacent to, and parallel with, each side of the street right-of-way and shall be no less than 15 feet wide; except for the 30-foot easement adjacent to the street right-of-way.
- g. Utility, drainage and related easements may be located and utilized within private streets provided same are noted on the Preliminary Plat, the Construction Plan, Grading and Drainage Plan and Final Plat.
- h. Developer shall install, at its sole expense, permanent street name signs and

Commented [MW2]: Developer should provide for road improvements on any street that abuts the development property.

traffic control signs and shall locate same in accordance with the Manual on Uniformed Traffic Control Devices (MUTCD) as amended. All signs shall be fabricated in accordance with MUTCD standards and specifications unless noted below:

STREET NAME SIGNS: 6" aluminum plates covered completely with green reflective tape with 4" letters. All coves and dead end streets should have yellow ends with 1" black letters saying "dead end." Street name signs shall be set in ground a minimum 36" buried so there is 9' from bottom of sign to top of asphalt. MUTCD reflectivity standards apply.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off, and they are not to extend above the top of the sign.

- i. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- j. Town may withhold approval of a sign company selected by Developer to fabricate signs under paragraph 2.1(h) in which event Developer shall select a fabricator acceptable to Town.

2.2. Sewer Systems.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or the Construction Plan, Developer shall construct, at its sole expense, a Tennessee Department of Environment and Conservation-approved sewer system complete with necessary pumping stations, force mains, sanitary trunk lines, lift stations, sewer mains, manholes and appurtenances, including sewer laterals to the front of each lot within the Subdivision, to be located in, or required for, the Subdivision, in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer agrees and acknowledges Town shall assess sewer maintenance and connection privilege charges against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- d. If any portion of the Subdivision is adjacent to both sides of an existing sewer main installed at Town's expense, Developer shall pay Town a sum equal to

the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing sewer main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.3. Water.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or Construction Plan, Developer shall construct, at its sole expense, all water mains, service lines, hydrants, valves, meters, service pipes and appurtenances from main to meter center, located in, or required for, the Subdivision, in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer or their designee.
- b. Developer shall construct the saddle, corporation stop, service line and curb stop to the middle of each individual lot in the Subdivision at the right-of-way line or front property line thereof. Developer shall furnish the yoke, meter ((B12-A21-A01-0101A-1), 5/8" x 3/4" Lead Free, CI Bottom, USG 3G), and meter box, which shall all be stored with Town. Town shall install the yoke, meter and meter box after the connection fee required by paragraph 2.3(d) is paid, which said fee shall include the cost of installation.
- c. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- d. Developer acknowledges and agrees that Town shall assess a water connection privilege charge against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- e. If any portion of the Subdivision is adjacent to both sides of an existing water main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing water main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

Commented [MW3]: Construction and Standard Specifications need to be adopted.

f. Developer shall enter into a contract with the appropriate water supplier to the Subdivision and each lot therein and shall deliver a copy of same to Town prior to commencement of any work under the Contract.

2.4 Drainage.

To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or the Construction Plan, Developer shall construct, at its sole expense, all drainage and related facilities including, but not limited to, storm water drainage channels, ditches, retention and storage basins, bank protection and fencing adjacent to open ditches, to be located in, or required for, the Subdivision ("Drainage System"), in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer or their designee.

- a. Developer shall construct the Drainage System with gasket reinforced concrete pipe.
- b. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. If Subdivision development may alter or revise the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Regional Office, then Developer shall provide Town, prior to commencement of any work under the Contract, a Permit issued by the relevant local, state and/or federal jurisdiction for development in Special Flood Hazard Areas as defined by the most current FEMA Federal Insurance Rate Map and/or amendments thereto.

2.2. Gas and Electric Service.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or the Construction Plan, Developer shall construct, at its sole expense, all structures for delivery of electric and natural gas service to be located in, or required for, the Subdivision and each lot therein, in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer or their designee.
- b. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer shall enter into a contract with Southwest Tennessee Electric Cooperative Division for electric power service and appropriate gas supplier to the Subdivision and each lot therein and shall deliver a copy of same to

Town prior to commencement of any work under the Contract.

3. Conditional Approval

- 3.1. Documentation of Completed Public and Private Improvements. Upon Developer's completion of the construction and installation of the Public and Private Improvements ("Completed Public and Private Improvements"), Developer shall notify Town, in writing, that it seeks conditional approval of the Subdivision ("Conditional Approval"). Developer shall include with its notice the following, the form and content of which must be satisfactory to Town:
 - a. an Affidavit certifying the names of all subcontractors and material suppliers furnishing labor and/or materials for construction and installation of the Public and Private Improvements and certifying same have been paid in full ("Affidavit");
 - b. a release of all liens and all rights to claim liens from all subcontractors and material suppliers identified in the Affidavit;
 - c. a detailed as-built plan, which shall include CAD files, showing the Completed Public and Private Improvements;
 - d. a written report of the as-built construction cost of the Completed Public and Private Improvements;
 - e. proof that all necessary easements within the Subdivision have been obtained and conveyed to Town, said easements to be in a form, size, content and character acceptable to Town; and
 - f. a proposed Final Plat.
- 3.2. Inspection of Completed Public and Private Improvements. If Town is satisfied with the submitted documents, then it shall inspect the Completed Public and Private Improvements, pursuant to paragraph 1.5.
- 3.3. Additional Work Required. If, based on the inspection, Town is dissatisfied with any construction work, then it shall notify Developer, in writing, and detail the additional construction work Town requires.
- 3.4. Performance of Additional Work. Developer shall promptly perform the additional work to Town's satisfaction and, upon completion, shall notify Town in writing which said notice shall include, to the extent necessary, a revision of the documents submitted pursuant to paragraph 3.1.
- 3.5. Town's Performance of Additional Work. If Developer fails to promptly perform the additional work to Town's satisfaction, then Town may have the additional work performed and may recover all costs associated therewith by demand on the

Security.

- 3.6. Approval. Upon Town being satisfied with the Completed Public and Private Improvements, it shall notify Developer, in writing, that Conditional Approval is granted. Developer then may have recorded a Final Plat properly approved by Town's Planning Commission, and shall, upon recording, deliver to Town, through its Engineer, a fully executed Final Plat with the Engineer's seal/stamp. The Town shall record the Final Plat after approval from the Planning Commission at Developer's expense. Five (5) copies are required.

4. Warranty Period

- 4.1. Duration. A warranty period commences on recording of the Final Plat and extends twelve (12) months, unless extended as provided below ("Warranty Period").
- 4.2. Developer's Responsibilities. During the Warranty Period, Developer shall, at its sole expense, promptly repair and maintain the Completed Public and Private Improvements as determined by the Town. Developer's repair and maintenance obligation includes, but is not limited to, damage to, construction failures regarding and any defect in materials, workmanship, or otherwise, relating to, the Completed Public and Private Improvements (all the foregoing being collectively, the "Defect").
- 4.3. Tolling of Warranty Period. Town shall give Developer written notice of any observed Defect and, upon forwarding said notice, the running of the Warranty Period for the improvement with the Defect shall be stayed.
- 4.4. Extended Warranty Period. Developer shall promptly repair and/or maintain the Defect and, upon certification by Town, through its Engineer or their designee, that the repair and/or maintenance is acceptable, a new Warranty Period for the improvement with the Defect shall commence.
- 4.5. Town's Correction of Defect. If Developer fails to promptly repair and/or maintain the Defect to Town's satisfaction, then Town may have the repair and/or maintenance work performed and may recover all costs associated therewith by demand on the Security.
- 4.6. Emergency Repairs and Maintenance. If Town, through its Engineer or their designee, deems the Defect to be of an emergency nature, then Town need not give Developer the written notice referenced in paragraph 4.3, but may immediately have repair and maintenance work performed and may recover all costs associated therewith by demand on the Security. The Warranty Period stay and commencement provisions of paragraphs 4.3 and 4.4 above otherwise apply equally to work performed pursuant to this paragraph.
- 4.7. Extended Warranty for Streets. Town reserves the right to unilaterally extend the expiration of the Warranty Period for the streets until certificates of

occupancy have been issued for 100% of the lots in the Subdivision. or until the Town determines the streets shall no longer carry the heavy equipment typically required for development and full build out of the Subdivision or any other subdivision.

5. Final Acceptance

- 5.1. Notice from Developer Requesting Final Acceptance. Thirty (30) days prior to expiration of the Warranty Period, Developer shall give notice thereof to Town, in writing, requesting Final Acceptance of the Subdivision ("Final Acceptance"). Upon receiving said notice, Town shall promptly conduct a final inspection pursuant to paragraph 1.5. If Town, through its Engineer or their designee, discovers a Defect, then it shall notify Developer in writing and the provisions of paragraph 4 shall apply.
- 5.2. Determination of Final Acceptance by Board. If, based on the final inspection, Town, through its Engineer, is satisfied with the Subdivision's condition, then Final Acceptance of the Subdivision shall be determined by Town at its next regular meeting of Board ("Regular Meeting"). (Recommended by Planning Commission to the Board)
- 5.3. Extension of Warranty Period by Board. The Board, at the Regular Meeting, shall determine whether the Warranty Period has been extended, pursuant to paragraph 4.4, and whether the Warranty Period for the streets shall be extended, pursuant to paragraph 4.7.
- 5.4. Expiration of Warranty Periods. The Board need not determine Final Acceptance until all Warranty Periods for the Completed Public and Private Improvements have expired. The Board however may determine Final Acceptance if the Warranty Periods for all Completed Public and Private Improvements, except the streets, have expired.
- 5.5. Town's Responsibility for Completed Public and Private Improvements. The Board, at the Regular Meeting, may, by resolution, declare Final Acceptance of the Subdivision or Final Acceptance of the Subdivision, except the streets.
 - a. If Final Acceptance is declared, then the full Subdivision shall be deemed accepted, Town shall take full title to, and assume maintenance of, all, or enumerated items of, the Completed Public Improvements and the remaining Security may be released.

- b. If Final Acceptance, except the streets, is declared, then Town shall take title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements, except the streets, and the Security may be reduced to the cost as estimated by Town of uncompleted construction requirements for, plus a reasonable sum to cover Developer's Warranty obligations regarding, the streets.
- c. Upon expiration of the Warranty Period for the streets, the Board shall, by resolution at its next regular meeting, declare Final Acceptance of the full Subdivision, take title to, and assume maintenance of, all, or enumerated, streets and release the remaining Security.

6. Miscellaneous Provisions

- 6.1. Developer's Indemnity. Developer shall indemnify and, by the Contract, does indemnify and hold Town harmless against all claims, actions, causes of action, loss, cost, expense and attorney's fees, direct or indirect, known or unknown, accrued or unaccrued, that may arise out of, or result from, Developer's performance of the Contract, whether such claims arise out of the actions or failure to act of Developer, any of its agents, employees or representatives, subcontractors of Developer, or independent contractors engaged by Developer, or anyone directly or indirectly employed or contracted with by any of them. Developer's indemnity obligation includes, but is not limited to: all tort claims, both intentional and otherwise; all claims based upon any right of recovery for property damage, personal injuries and/or death; claims for damages caused by downstream deposits, sediment or debris from drainage; claims for damages resulting from Developer's change in the volume or velocity of water leaving the Property and entering upon the property of others; and claims under any statute, Federal or state, relating to water, drainage and/or wetlands. Developer's indemnity obligation also includes Town's attorney's fees and costs incurred in defending itself as a result of the aforesaid and/or enforcing the Contract against any third party. Town may select its own attorneys, at Developer's expense, to represent Town.
- 6.2 Town's Attorney's Fees. Developer agrees that should any dispute arise

regarding the Contract including, but not limited to, Developer's obligations thereunder, Developer's performance of its obligations thereunder and/or Town's right to recover by demand on the Security, and should Town engage an attorney to enforce the Contract, including through litigation, and should Town prevail, then Developer shall pay Town its attorney's fees, costs and expenses of litigation, including same incurred on appeal. The Court(s) within which said litigation is pending shall determine whether Town prevailed and the amount of said attorney's fees, costs and expenses to be awarded Town as a result of prevailing; and, if Town prevails in part, but not in whole, an equitable award of said attorney's fees, costs and expenses shall be made by the Court(s).

6.3. Sidewalks Curbs and Gutters.

a. Sidewalks Adjacent to Lot

Required sidewalks shall be installed across the frontage of each lot by the permit holder of the improvement prior to use and occupancy of said improvement. All existing sidewalks shall be repaired as necessary by said permit holder across the lot frontage prior to occupancy of the improvement. After issuance by the Town of a certificate of occupancy, the homeowner shall assume responsibility and be liable for all future maintenance of that portion of sidewalk extending across said lot frontage.

b. Sidewalks along Sections of Streets without Proposed Lots

Sidewalks along Common Open Space/cell tower property (Tax Map ____, Parcel ____) shall be installed by the developer and shall be under the same extended warranty as the streets.

c. Curb and Gutter

Developer remains fully responsible for curbs and gutters and shall be under the same extended warranty as the streets.

6.4. Emergency Action. In emergencies affecting the safety or protection of persons or property in the Subdivision or adjacent thereto, Developer, without special instruction or authorization from Town, is obligated to act to prevent threatened damage, injury or loss. If Town has to use its resources in an emergency affecting the Subdivision, Town may recover all costs associated therewith by demand on the Security.

6.5. Relocation of Improvements. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site.

- 6.6. Failure to Complete. Developer agrees that should the Contract be voided or deemed breached, pursuant to paragraph 1.2, or should Town determine Developer to have abandoned the Subdivision, then Town, through its Engineer or their designee, may, through written notice to Developer, specify the steps Developer must take to secure the Property and avoid it becoming a nuisance. If Developer fails to complete the steps to Town's satisfaction by whatever deadline Town sets in its written notification, then the Town may have those steps completed and may recover all costs associated therewith by demand on the Security.
- 6.7. Obligations to Run with Land. Developer's obligations under the Contract shall run with the Property and/or Subdivision until Developer's obligations have been met in full. Any party taking title to the Property and/or Subdivision or any part thereof shall take said real property subject to such obligations.
- 6.8. Review by Attorneys. The Parties have received, reviewed and/or had their attorneys review the Contract and, accordingly, the normal rule of contract construction that any ambiguity is resolved against the drafting party shall not be employed in interpreting the Contract.
- 6.9. No Waiver. Town's failure to insist upon prompt and strict performance of any term, condition or undertaking in the Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of any term, condition, undertaking or right.
- 6.10. Modification in Writing. The Contract should not be modified in any manner, except by an instrument in writing executed by the Parties.
- 6.11. Interpretation Under Tennessee Law. The Contract is executed, delivered and performed in the State of Tennessee, and the laws, without regard to principles of conflicts of law, of the State of Tennessee shall govern the Parties' rights and duties regarding validity, construction, enforcement and interpretation of the Contract.
- 6.12. Severability. If any Contract provision is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and the Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of the Contract. If any Contract provision is capable of two constructions, one of which renders the provision void and the other of which renders the provision valid, then the provision shall have the meaning which renders it valid.
- 6.13. Gender. All of the terms and words used in the Contract, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of the Contract or any

paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.

- 6.14. Binding Effect. Town, Developer and Property Owner each warrant and represent that the person executing the Contract on behalf of each has authority to enter into the Contract and to bind Town, Developer and Property Owner, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
- 6.15. Special Provisions. The following special provisions apply to the Contract:
- a. If the Entire Project shall include a storm water detention basin/common open space ("COS") not owned, in fee simple, by any individual lot owner, then Developer shall:
 - i. Prepare and record a Declaration of Covenants, Conditions and Restrictions for (development name)_____, Section ____ ("Declaration"), for the Subdivision in a form, and substance, reviewed, and approved, by Town;
 - ii. Create a non-profit Tennessee corporation that shall serve as a Homeowner's Association ("HOA"), for the Subdivision obligated to enforce the Declaration and shall comprise, as members, all owners of Entire Project lots, which said members shall each have a pro rata interest in all HOA property;
 - iii. Vest title to the Common Area in the HOA;
 - iv. Provide, in the Declaration, that the HOA shall maintain the COS and shall pay for COS maintenance, and HOA expenses, through assessments levied on HOA members ("Assessments");
 - v. Provide, in the Declaration, that each Assessment is a charge on the land and is a continuing lien upon the lot against which each Assessment is made;
 - vi. Provide, in the Declaration, that the HOA shall, upon a failure to pay an Assessment, have the right to record a lien in the amount of the unpaid Assessment plus attorney's fees and costs, and to enforce the lien through a power of sale foreclosure;
 - vii. Provide, in the Declaration, that should the HOA fail to maintain the COS to Town's satisfaction, then Town, upon specific notice to HOA, may discharge HOA's duties to maintain the COS, make Assessments, collect Assessments and enforce failure to pay Assessments, as HOA's agent, with the same power and authority as the HOA under the Declaration;

viii. Provide, in the Declaration, that should Town, in discharging HOA's duties, accomplish collection of delinquent Assessments, then HOA shall, with these Assessments, reimburse Town for all expenses Town incurred in discharging HOA's duties; and

ix. It is anticipated the Entire Project shall have a detention basin that shall be a COS. The requirement for maintenance of the detention basin are so stated in the Final Plat.

- b. If the Subdivision includes any type of sign or other structure identifying the Subdivision, then same shall be located in a COS. If illumination of the sign or other structure exists, then the power to accomplish the illumination shall be the responsibility of, and be paid for by, the HOA.

Future phases of the Entire Project shall be developed in a manner in order to preserve the integrity of _____ .
Furthermore, in order to preserve _____ , construction traffic shall be directed to use _____ .

Commented [MW4]: Existing road names if needed.

6.16. No Responsibility of Town. It is understood and agreed:

- a. Town, in its proprietary function, has no authority over, or responsibility for, development layout, choice of available land uses or any other design and planning aspect of the Subdivision;
- b. Town does not, and is not expected to, design, oversee, supervise and/or direct construction or installation of the Public and Private Improvements;
- c. Town does not determine the structural integrity, capacity, survey elevations, type, adequacy or location of the Public and Private Improvements;
- d. Town, to the extent it provides any technical assistance, planning and review regarding the Subdivision and/or the construction and installation of the Public and Private Improvements, seeks only to enforce its minimal governmental standards and does not relieve, or accept from, Developer any of Developer's liability and responsibility for the Subdivision and/or the Public and Private Improvements; and
- e. Developer has, and retains, the full responsibility to properly anticipate, survey, design and construct the Public and Private Improvements and warrants that same shall not adversely affect the flow of surface water from or upon any property.

6.17. Condition of Site. Developer agrees to secure all required permits for the demolition of structures on the Property, to haul all scrap building materials, debris, rubbish and other degradable materials to a permitted landfill and to not bury such materials within the Subdivision (Burning is allowed as directed or permitted by Town of Atoka and applicable State agencies.)

6.18. Notices. All notices, demands, and requests required or permitted by the Contract shall be in writing (including telecopy communications) and shall be sent by first class United States mail, postage prepaid, facsimile transmission, air or other courier, or hand delivery as follows:

(i) To:

Town of Atoka
334 Atoka Munford Ave
Atoka, TN 38004
Telephone: (901) 837-5300
Facsimile: (901) 837-0028

Town Attorney
Telephone:
Facsimile:

(ii) To: Developer

(iii) To: Owner

Any notice, demand, or request sent by mail shall be deemed given under the Contract on the third business day after depositing same in any official depository or receptacle of the United States Postal Service, first class postage prepaid. Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under the Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under the Contract when received.

Any Party may change such party's address for the purpose of notices, demands, and requests required or permitted under the Contract by providing written notice of such change of address to the other party which change of address shall only be effective when notice of the change is actually received by the party.

6.19. Non-Assignability. This Contract may not be assigned, in whole or in part, by Developer, nor may it be assigned by any Owner who executes this Contract.

6.21 Joint and Several Obligation. As Owner of the Property, Owner joins in this Contract to obligate itself jointly and severally with Developer in the performance of Developer's undertakings and obligations hereunder.

IN WITNESS WHEREOF, the Parties, or persons duly authorized to act for them, have caused this Contract to be duly executed and delivered on the dates hereinafter indicated.

(DEVELOPER)

(OWNER)

By: _____

By: _____

Its: _____

Its: _____

TOWN OF ATOKA

By: _____

Title: Mayor

ATTEST: _____
CITY RECORDER

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, a Notary Public in and for said State and County, _____, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Managing Agent or _____ of _____ (DEVELOPER), the within named bargainer, and that he, as Managing Agent or _____, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such Managing Agent or _____.

WITNESS my hand, at office, this ____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, a Notary Public in and for said State and County,
_____, which whom I am personally acquainted (or proved to me on the
basis of satisfactory evidence) and who, upon oath, acknowledged her/himself to be the
_____, of _____, the within named bargainer,
and that she/he, as _____, being authorized to do so, executed the within instrument for the
purposes therein contained, by signing the name of the corporation by her/himself as such

WITNESS my hand, at office, this ___ day of _____, 2022.

Notary Public

My Commission Expires:

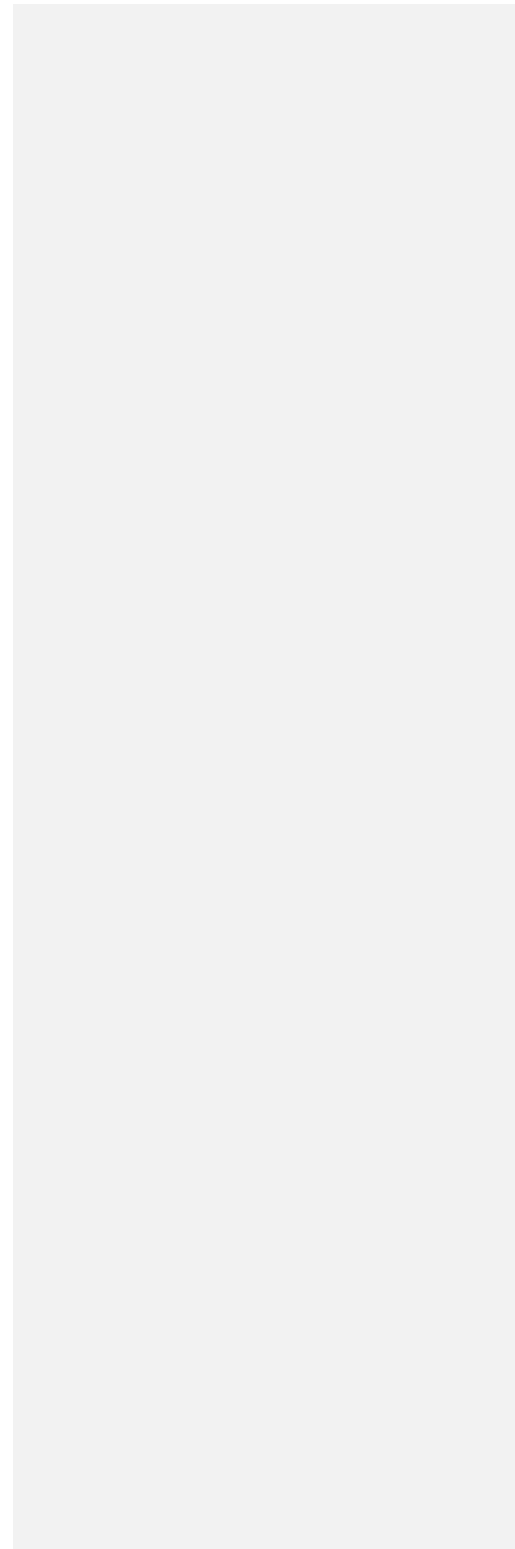
STATE OF TENNESSEE
COUNTY OF TIPTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of The Town of Atoka, a municipal corporation, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and official seal this _ day of _____, 2022.

Notary Public _____

My commission expires: _____



SUBDIVISION DEVELOPMENT CHECKLIST ATOKA, TENNESSEE

Note: The following checklist is not meant to be a substitute for the subdivision regulations.

The following checklist focuses on construction.

1. Prior to Preliminary Plat submittal, Developer has an option to present a non-binding Concept/Sketch plan to the Town for review. A complete application is required for submission.
2. Developer brings Preliminary Plat to the planning office, pays fees, and is put on the next Planning Commission meeting agenda. This has to be done at least before the meeting date. If the deadline is not met, the item will go on the following month's agenda.
3. Preliminary Plat is reviewed by Town Planner, Town Engineer, and Public Works Director. Review comments are made and forwarded to Town Planner. The comments are presented to the Planning Commission.
4. Planning Commission reviews the Preliminary Plat and staff comments. If approved, Construction Plans (a.k.a. Construction Plat) are drawn up with all recommended changes.
5. If property is in a flood plain, does the FEMA FIRM show 100-year flood elevation? If not, a flood study is needed to establish the same as well as the floodway. See Section of the Zoning Ordinance. This procedure regarding Letter of Map Revision is lengthy and beyond the scope of this checklist.
6. Submit Construction Plans to Public Works Director and Town Engineer for review and comments. Developer shall address all review comments. Obtain Public Works Director's and Town Engineer's initials on plans to indicate acceptance.
7. Submit Construction Plans to Planning Commission for approval. Construction Plat must have a signature approval for Developer. A Staff report will be presented to the Planning Commission after the Construction Plans are signed and before Pre-Construction Meeting.
8. Developer's engineer should submit water portion of the plans to TDE&C/Division of Water Supply. These plans must have the Public Works Director and Town Engineer's signatures, titles, and date in order to receive TDE&C approval. Developer shall pay all Plan review fees.
9. Developer's engineer should submit sewer portion of the plans to TDE&C/Division of Water Resources. Accompanying these plans must be a letter from the Public Works Director authorizing the Developer's engineer to submit the plans to TDE&C for approval. Developer shall pay all Plan review fees.
10. Town and Developer execute contract at which time a bond or, as many prefer, an irrevocable letter of credit is posted. The bond amount as referred to in the Developer's contract, covers damage done to Town infrastructure during construction or for seeding if Developer abandons the site.

Regarding tap fees, the contract should state the tap fees will be paid by the home builder at the current rate when a building permit is obtained.

11. Hold preconstruction conference. (See Exhibit A for items to cover).
12. Provide Storm Water Pollution Prevention Plan (SWPPP) documentation.
13. Commence construction, which shall be inspected by Town personnel throughout the construction period. Inspections shall include open ditch inspections.
14. Pay inspection fees to Town based on terms of contract.
15. Go through "Final Inspection Checklist". (See Exhibit B).
16. Water System Material - The saddle, corporation stop, service line, and curb stop are to be installed by the Contractor.

17. Provide to Town Recorder the following three documents: Owners Affidavit and Indemnity Agreement, General Contractor's Affidavit and Indemnity Agreement, and Individual Waiver of Mechanics Liens. (See Exhibit C).

Complete construction

Post bond for amount as stated in contract for warranty period. Warranty bond is 25% of bond. See special requirements for warranty period and automatic renewal of bond for the streets under the contract.

18. As-Builts:

Note: All as-builts must include paper copy, G.I.S. shape file and be certified by a Professional Engineer. and/or Registered Land Surveyor. and shall provide accurate detail.

a) Water

- i) Show dimensions to all services from the property line or crow's foot.
- ii) Show tie down measurements on all valves so that if they are covered with asphalt, they can be easily found.

b) Sewer and Drainage

- i) Show all invert elevations.
- ii) Recalculate capacity. If as-built capacity is not adequate, the main cannot be accepted.
- ii) Show dimensions from property line to service lines.

19. All utilities shall be underground, streetlights are required. Lighting standard is agreed upon with Southwest Electric.

20. Has Homeowner's Association been established? See contract. Has Town Attorney reviewed declarations and covenants?

21. Obtain all required signatures on certification sheet of Final Plat. The secretary of the Planning Commission should be the last one to sign. Has developer submitted a digital file of the Final Plat?

22. Town staff shall record Final Plat and any/all applicable Homeowner's Association and covenants at the Register of Deeds of Tipton County with a copy to Town Hall. Developer to pay the cost for the recording.

23. In eleventh month of warranty period, Town checks all non-street related items for any failures.

24. Streets are under extended warranty. Check 4.7 of development contract for the date for evaluation of street failures.

25. Expiration dates on bonds, CD's, letters of credit and warranties are monitored and extended by the Town Recorder.

EXHIBIT "A"

PRECONSTRUCTION CONFERENCE SUBDIVISION CONSTRUCTION ATOKA, TENNESSEE

The following list is not all-inclusive. For a complete list of specifications and requirements, see standard sewer, street, and drainage specifications.

1. Notify inspector in accordance with subdivision development contract.
2. Drainpipe and sanitary sewer must be properly bedded. See detail in plans.
3. Coordinate start of construction with water and sewer so that Town Engineer can notify the Tennessee Department of Environment and Conservation
4. The Tennessee Department of Transportation must have advance notice. See permit.
5. Soil cement design must be submitted. See attached special specification regarding soil cement.
6. Proof-roll and lab compaction test are **mandatory**. Proof-roll required prior to:
 - a. Curb and gutter
 - b. Compacted soil cement
 - c. Base course of asphalt
7. Be aware that core sampling will be done on all layers of asphalt.
8. Compaction of sewer trenches tends to be the biggest problem of all. Compact trenches backfill in 6-inch lifts to 95% proctor using optimum moisture content. For sanitary sewer and storm sewer deeper than 6-feet, run density tests every other day at random.
9. Sanitary Sewer Tests:
 - a. Pull mandrel if applicable.
 - b. Vacuum test of manholes in presence of inspector.
 - c. Air pressure test mains in presence of inspector.
10. Tracer wire required on all sewer lines.
11. Water Main Tests:
 - a. 200 psi for 2 hours. Air test is strictly prohibited.
 - b. Bacteria test
 - c. Valve box plumb?
 - d. Tracer wire stub at each valve box. See detail sheet.
 - e. Are valves on?
12. Sewer force main must be pressure tested.
13. Force main must be installed without air pockets. Air release valves shall be

installed at high points or pocket. If air pockets cause lower than specified pumping rates, contractor shall make amends.

14. Sewage Pumping Station

- a. Test pumping rate to ensure it meets specifications in presence of inspector.
- b. Observe site plan for details such as a gate valve, valve extension (if necessary), fence, curb cut, external alarm, etc.

15. Contractor must coordinate all work with Town inspector. Failure to do so will jeopardize filing of plat.

16. Construction crews must have on hand and go by the Town's standard details and standard specifications for water, sewer, streets, and drainage.

SOIL CEMENT

PART 1.00 GENERAL

The General Conditions, Special Conditions and all other herein bound and accompanying documents are part of these specifications and of the Contract. Submission of proposal implies that the Bidder is fully conversant with all requirements of all said documents.

PART 2.00 SCOPE OF WORK

This work shall consist of furnishing and placing soil cement as roadway base all in accordance with these Specifications.

PART 3.00 QUALITY CONTROL

- 3.01 Contractor/developer shall be responsible for coordinating with one of the following two laboratories the quality control measures regarding soil cement that are listed below:

PSI

4161 Ridgemoor Avenue

Memphis, TN 38118

901-365-1802

901-366-7233 (fax)

marshal.sharkey@psiusa.com

ATC Group

3144 Stage Post Drive Suite 114

Bartlett, TN 38133-4039

901-259-2362, Ext. 114

901-259-2364 (fax)

901-230-8287 (cell)

Dave Schmidt: dschmidt@esconsult.com

- 3.02 Prior to installation of soil cement, the sub base shall be proof rolled according to TDOT specifications with a 4000-gallon water truck or with a dual axle dump truck loaded to the top. Proof roll shall be done in the presence of the Owner's inspector, Public Works Director, and Town Engineer or their designee. It is also necessary for lab representative to be present.
- 3.03 During construction, the lab shall be present to assure 7.05-pounds minimum of cement per square yard per inch or 56-pounds per square yard minimum of cement for 8-inches of base and to verify mixture depth.
- 3.04 During construction, the lab shall be present to ensure proper moisture content of the mixed material prior to compaction.

PART 4.00 MATERIALS

- 4.01 Lab shall prepare a mix design that provides optimum moisture content having 10% minimum cement by volume that will achieve 350 psi compressive strength. Lab shall be given two weeks' notice prior to construction of soil cement base.
- 4.02 Materials shall meet requirements as stated in Section 304.02 of TDOT Standard Specifications for Roads and Bridges.

PART 5.00 EQUIPMENT AND PROCEDURE

- 5.01 Compaction shall be accomplished by use of steel wheel or wobble wheel roller. Compaction should continue until 95% of the maximum dry density is achieved.
- 5.02 After installation of soil cement, apply tack spray.
- 5.03 After installation of soil cement, second proof roll shall be taken seven days (no less) with 4000-gallon full water truck or with dual axle dump truck loaded to the top.
- 5.04 At the Owner's option, core samples may be taken to verify soil cement depth and compression strength.

PART 6.00 TDOT SPECIFICATIONS

Except where there are conflicts, the following Sections of TDOT Standard _____
Specifications for Roads and Bridges shall apply:

304.03
304.04
304.05
304.06
304.07
304.09
304.10
304.11
304.13
304.15

END OF SECTION

EXHIBIT "B"

FINAL INSPECTION CHECKLIST FOR SUBDIVISIONS ATOKA, TENNESSEE

A. ROADWAY

1. Is any ponding occurring?
2. What about 6-inch gravel/soil cement and 2-inch asphalt thickness? Has the geotechnical firm taken core samples of asphalt and checked for thickness, but more importantly, do they meet TDOT standards for density? The geotechnical firm will need the mix design from the asphalt plant. Density tests required.
3. Was sub-base proof-rolled?
4. Was gravel base proof-rolled?
5. Does road have crown?
6. Is all curb and gutter in place as per plans? *Was curb and gutter proof-rolled prior to installation?
7. Is 1-inch of surface course and depth adequate or is more needed because base course is too low? If so, need more money. (1 ½ or 1 ¼ make it meet the plans and specs)

B. WATER MAINS

1. Does tracer wire work?
2. Were water mains pressure tested to their class rating for 2 hours?
3. Did bacteria test pass?
4. Was pipe the correct specified material?
5. Were all valves installed?
6. Do the valves concrete pads meet all Town installation standards?
 - Will a valve wrench slip on to valve operating nut i.e., is valve box plumb over nut?
7. Were all fire hydrants installed per Town specifications?
 - What about blocking?
 - Does steamer connection face street?
 - Has flow test passes and Fire department signed off?
8. Was TDE&C approval received?
9. As-built plans are required showing water services and tie down measurements to valves. As-built measurements are needed showing distance from property line to water service. Were service locations marked on curb? Has Contract requirements been met?

10. What about meters, yokes, and meter boxes? Who is responsible for furnishing and installing? It varies in Atoka. Read the contract. For Munford, all but the water meter is installed by the developer. The automated meter shall be proved to the Town by the Developer and stored by the Town. King Engineering is uncertain about the box. Should this be installed by the Developer or later by the Town.

- Any box that ends up in a driveway needs to be traffic rated boxes, has that been verified?

C. SEWER MAINS

1. Does tracer wire work?

2. Inspection Process. Do you have all documentation of inspection reports for the following?

- Were Mains bedded properly?
- Was TDE&C approval received?
- Were manholes vacuumed tested (if applicable)?
- Were sewer mains air pressure tested?
- Were air release valves installed at high points of force main?
- Pumping Station (a-g are required tests)
 - a. Drawdown test (6ft diameter), pressure testing
 - b. Time clocks
 - c. Heater
 - d. Alternator
 - e. Alarm light is it high enough?
 - f. Alarm horn
 - g. Silencer
 - h. O & M Manuals with pump curve
 - i. Ladders or steps in wetwell
 - j. Site plan for example
 - 15-ft access drive
 - 6-ft high wood fence with 10-ft gate
 - 8-in gate valve with extension
 - k. Electric meter readable through fence? (Check with Southwest)

3. Were sewer mains tested with a mandrel (if applicable)?

4. As-built plans are required showing sewer services and tie down measurements to valves. As-built measurements are needed showing distance from property line to sewer service. Were service locations marked on curb? Has Contract requirements been met?

D. STORM SEWERS

1. Is Everything installed per Town of Atoka Specifications? Was the inspection process followed?
2. Shine Lines?
3. Is all Riprap in place as per plans?
4. Are all headwalls, inlets, and drain manholes in place as per plans?
5. Has detention basin silted in? Is concrete swale in place? What about riprap for emergency spillway? Is outlet structure built as per plans?
6. As-built plans are required showing invert, grades, and capacities including detention ponds.

E. MISCELLANEOUS

1. Are barricades in place at end of dead-end streets?
2. Are street signs and stop signs in place?
3. Does site have a good catch of grass or is erosion occurring?
4. Silt fence is required around perimeter of project and along every street R.O.W. at end of construction. Twice weekly checks will be required.
5. Has bond or letter of irrevocable credit for warranty period been presented to the Town?
6. Is electrical infrastructure complete?
7. Certification sheet on final plat complete?
8. Does grading plan match actual fieldwork?
9. Do curbs have crow's feet (property line markings)?
10. Owner's Affidavit and Indemnity Agreement - Presented at commencement of construction.
11. General Contractors Affidavit and Indemnity Agreement - Presented at commencement of construction.
12. Individual Waiver of Mechanic's Liens - Presented at end of construction. (See Exhibit D).
13. Has homeowner's association been established? (Has Documentation been gathered?)
14. Obtain all required signatures on certification sheet of Final Plat.
15. Has Clusterbox been installed?
16. Final Plat is recorded at the Tipton County Register of Deeds by Town staff paid for by Developer.

Munford Development Co.
P.O. Box 373
Atoka, TN 38004

March 9, 2022

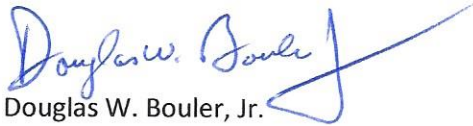
Town of Atoka
Mr. Mark Woerner
334 Atoka-Munford Avenue
Atoka, TN 38004

RE: Trinity Place – Subdivision Acceptance **VIA EMAIL**

Mr. Woerner:

Please accept this letter as notice that we are ready for the Town of Atoka to formally accept all of the utilities and public streets in the Trinity Place subdivision. The final layer of asphalt has been completed, and the bill was paid on July 6, 2021. Please let me know of any questions, comments, or concerns you may have concerning this matter.

Sincerely,

A handwritten signature in blue ink that reads "Douglas W. Bouler, Jr." with a long, sweeping horizontal line extending to the right.

Douglas W. Bouler, Jr.
President
Munford Development Co.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING THE STREET IN THE TRINITY PLACE SUBDIVISION IN THE TOWN OF ATOKA AS A ROAD FOR PUBLIC MAINTENANCE.

WHEREAS, Munford Development. has constructed a street in right-of-way dedicated and recorded to the Town of Atoka; and

WHEREAS, Article 6 of the Atoka Municipal Subdivision Regulations require that the Board of Mayor and Aldermen take action in the form of a resolution to accept infrastructure constructed by a developer and dedicated to the Town for public use; and

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

SECTION 1. The Board of Mayor and Aldermen of the Town of Atoka, Tennessee approves and accepts the currently constructed Trinity Cove in the Trinity Place Subdivision for public maintenance and releases Munford Development for all future responsibility related to said roadway.

SECTION 2. This Resolution takes effect immediately upon its passage and approval as outlined in Section 1, the public welfare requiring it.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this ___ day of _____, 2022.

Mayor

ATTEST:

Town Recorder