



Board of Mayor and Aldermen

Meeting Agenda

Town Hall
334 Atoka-Munford Avenue
Tuesday, November 10, 2022
7:00 p.m.

Invocation & Pledge of Allegiance

I. Call to Order & Roll Call

II. Minutes

- | | |
|--|-----------|
| a. Regular Board Meeting – October 11, 2022 | Exhibit A |
| b. Recessed Board Meeting – October 17, 2022 | Exhibit B |
| c. Recessed Board Meeting – October 19, 2022 | Exhibit C |

III. Reports

- | | |
|--|-----------|
| a. Financial Report ♦ | Exhibit D |
| 1. Sales Tax Report | |
| b. Reports from Committees – Public Works, Public Safety, Finance and Administration | |

IV. Old Business - None

V. New Business

- | | |
|--|-----------|
| a. Presentations – Fire Department Fire Fighter of the Year | |
| b. Ordinances & Resolutions | |
| 1. Ordinance – First Consideration - Rezoning Request Maple Drive | Exhibit E |
| 2. Ordinance – First Consideration – Title 11 Municipal Offenses, Chapter 10 | Exhibit F |
| 3. Resolution – Approval of Phone and Internet Services for Town Facilities | Exhibit G |
| 4. Resolution – Approving Incorporation of an Industrial Development Board | Exhibit H |
| 5. Resolution – Approval of TN Violent Crime Intervention Grant Submission | Exhibit I |
| 6. Resolution – Approval of Codifying the Municipal Code of Ordinances | Exhibit J |
| 7. Resolution – Bid Award - Residential Solid Waste Collection | Exhibit K |
| 8. Ordinance – First Consideration – Amending Title 17, Chapter 1, Sec. 17-108,
Service User Fees – Residential Collection. | Exhibit L |

VI. Departmental Reports

- | | |
|----------------------------|-----------------|
| a. Code Enforcement | |
| b. Fire Department | Chief McMillian |
| c. Parks Department | Director Isbell |
| d. Police Department | Chief Rudolph |
| e. Public Works Department | Director Ellis |

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

VIII. Citizen Concerns

IX. Adjourn



Office of the Town Administrator

MEMORANDUM

To: Honorable Mayor Daryl Walker & Board of Aldermen
From: Marc Woerner, Town Administrator
Re: Agenda items for November 10, 2022

1. **Exhibit A – Board Meeting Minutes** - The minutes from the Board's regular monthly meeting in October are included for review and approval.
2. **Exhibit B – Recessed Board Meeting Minutes** - The minutes from the Recessed Board meeting October 17th are included for review and approval.
3. **Exhibit C – Recessed Board Meeting Minutes** - The minutes from the Recessed Board meeting October 19th are included for review and approval.
4. **Exhibit D – Financial Reports** – The monthly report detailing fiscal year financial and sales tax performance through the month of October are included in the packet for your review.
5. **Presentation – Fire Department – Fire Fighter of the Year** – Fire Chief McMillian will present the Fire Fighter of the Year Award to a fulltime employee and a reserve volunteer.
6. **Exhibit E – Ordinance – First Consideration – Rezoning Request Maple Drive** – This is the first consideration to rezone the property at 673 Maple Drive from R-1 (Single Family Residential to N-C (Neighborhood Commercial). The Planning Commission has met and recommends rezoning.
7. **Exhibit F – Ordinance – First Consideration – Title 11, Chapter 10, Miscellaneous** – This proposal was presented to the Public Safety Committee for consideration in September. As this ordinance is for first consideration, a complete markup version is contained in the board packet for your review. Green identifies what is current law and is being repealed. Red identifies inserted language. The Public Safety Committee provided a positive recommendation for these revisions as they mirror State law in regard to curfews and other authority.
8. **Exhibit G – Resolution – Approval of Phone and Internet Services for Town Facilities** – Over the several months town staff met with and reviewed the available services from Aeneas Phone and Internet. Aeneas has submitted a proposal for hi-speed symmetrical internet speeds which will dramatically increase computer speeds and document transfers, and new phone system infrastructure for town facilities. Included in the

proposal is *wired* hi-speed internet service to Nancy Lane and Walker Park concession facilities which will greatly improve concession point of sale operations. Internet service will be the first step followed by phone infrastructure at town facilities. A cost comparison is included in your packet for your review. Annual savings as proposed are almost \$4,000. Staff recommends approval.

9. Exhibit H – Resolution – Approving Incorporation of an Industrial Development Board

The creation of an Industrial Development Board (IDB) is critical to the future of Atoka. Tennessee Code Annotated 7-53-101 provides the authority to organize an IDB which, once incorporated, is to acquire, sell, lease and dispose of properties to be able to promote industry and develop trade by inducing manufacturing, industrial, and commercial enterprises to locate and/or expand in and near the Town of Atoka. The matter for consideration on this agenda is for the incorporation of the IDB with its board of directors being determined and appointed at a late date. Staff recommends approval.

10. Exhibit I – Approval of TN Violent Crime Intervention Grant Submission – The grant is designed to reduce and prevent violent crime in Tennessee. This is a one-time grant funded through the state FY 22-23 budget. The available funds for Atoka are approximately \$90,000 and there are no matching funds required. Staff recommends approval.

11. Exhibit J – Approval of Municipal Code of Ordinances – From time to time it is necessary that Atoka’s municipal code be updated. A comprehensive codification is recommended every 10 years. The code has not had comprehensive codification since 1992. The codification would review ordinances both old and newly adopted, identify conflicts between the ordinances and any state statutes, and make any necessary recommendations for correction. Once the conflict corrections are approved by the elected body, the code will be codified. A codified municipal code is needed for all town departments including code enforcement and police. The cost associated with the codification is \$9,300. Staff recommends approval.

12. Exhibit K – Bid Award – Residential Solid Waste Collections – A Call for Bids was released on October 14, 2022 with a due date of November 4, 2022 at 3 p.m. Two contractors, Waste Pro of Tennessee and Republic Services of Memphis submitted bids by the deadline. A bid tabulation of both bids is included in your packet for consideration.

13. Exhibit L – First Consideration – Amending Title 17, Chapter 1, Section 17-108, Solid Waste User Fees – The ordinance sets forth the user fees for the entire contract period, including the two optional years for solid waste collection customers based on the contract award. Additionally, it replaces the recycling fee for users with “not in use at this time”. The fees and new language would become effective on January 1, 2023.

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



November 10, 2022

Exhibit A

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

**Town of Atoka Board of Mayor and Aldermen
Regular Monthly Meeting
October 11, 2022, 7:00 p.m.**

The Invocation was led by Pastor Ken VanKampen of Atoka Presbyterian Church. All present joined in the pledge to the flag.

The meeting was called to order by Vice Mayor Barry Akin at 7:03 p.m.

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

Present: Aldermen Barry Akin, Danny Feldmayer, Brett Giannini, John Harber, Cody Pace 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, Code Official Mark Daugherty, Parks Director Dorothy Isbell and attached list.

Absent: Mayor Daryl Walker

Regular Monthly Meeting September 13, 2022 – Exhibit A – Alderman Feldmayer made a motion to accept the minutes as presented. Alderwoman Renfrow seconded the motion. All in favor. Motion carried.

Beer Board Meeting September 13, 2022 – Exhibit B – Alderman Feldmayer made a motion to accept the minutes as presented. Alderwoman Renfrow seconded the motion. All in favor. Motion carried.

Special Called Meeting September 13, 2022 – Exhibit C – Alderman Feldmayer made a motion to accept the minutes as presented. Alderwoman Renfrow seconded the motion. All in favor. Motion carried.

Financial Report: Exhibit D – Administrator Woerner reviewed the financial report as presented. Alderman Feldmayer made a motion to accept the report as presented. Alderman Harber seconded the motion. All in favor. Motion carried.

Public Works Committee – Alderman Giannini advised that the committee plan to meet Monday October 17, 2022 at 8:30 am to discuss fat, oil and grease pumping.

Public Safety Committee – Alderman Feldmayer advised that the committee has proposed a part time Firefighter position that will be paid out of the overtime budget.

Finance Committee – Alderman Akin advised that the committee did not have any business to meet about.

Old Business:

- 1. Ordinance – Amending the FY23 Budget – Exhibit E** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Giannini made a motion to approve the ordinance as presented. Alderman Pace seconded the motion. Roll Call. Renfrow-yes, Giannini-yes, Feldmayer-yes, Harber -yes, Pace-yes and Akin-yes. All approved. Motion carried.

New Business:

Presentations: Proclamation – Domestic Violence Awareness Month – Exhibit F – Vice-Mayor Akin read aloud the proclamation.

Ordinances and Resolutions:

1. **Resolution – 22-10-01 – TAP Grant – Sidewalk Improvements – Exhibit G** – Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Pace seconded the motion. All approved. Motion carried.
2. **Resolution – ARPA Grant Funds – No Exhibit** – Administrator Woerner advised that there is no Exhibit, and the item is yet to be determined.

Miscellaneous Items:

1. **Approving a Part time Firefighter Position - Exhibit-H** – Administrator Woerner advised that the Public Safety Committee has met and provided a positive recommendation. Staff recommends approval of the position. Alderman Feldmayer made a motion to approve the job description. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
2. **Reschedule November 8, 2022, BMA due to Election** – Alderman Feldmayer made a motion to change the regularly scheduled monthly Board of Mayor and Alderman meeting to November 10, 2022, at 7:00 pm due to the election. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
3. **Correspondence – Comptroller Letter FY 2021- Exhibit I** – Administrator Woerner advised that the Comptroller's Office letter is a matter of information and should be read into the minutes. Alderman Feldmayer made a motion to accept the letter into the minutes. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
4. **Qualifications for ARPA Investigations, Planning and Design Services** – Administrator Woerner advised that one submission was received from Smith Seckman Reid. Woerner asked that no action be taken by the Board until a fee schedule is provided by SSR for the Board to consider, and then award services to them. Alderwoman Renfrow made a motion to table the RFQ. Alderman Harber seconded the motion. All approved. Motion carried.

Departmental Reports:

1. **Code Enforcement:** Mark Daugherty reviewed the report as presented.
2. **Fire Department:** Chief McMillian reviewed the report as presented. Chief McMillian advised the Board of the following: He has tweaked all of the job descriptions for the fire department. Last week there was a serious wreck in Atoka and one of the Atoka firefighter/paramedics stepped up and was instrumental in saving the man's life. Chief McMillian has recommended him for the Star of Life award.
3. **Parks Department:** Director Isbell reviewed the report as presented. Director Isbell advised the Board of the following: The Safe Night Out event will be held Friday October 28th.
4. **Police Department:** Chief Rudolph reviewed the report as presented. Chief Rudolph advised the Board of the following: Chief Rudolph reviewed a notable arrest. Officer Palanki responded to a theft call in the Kroger parking lot, was able to use the flock cameras, and was able to identify a person of interest. Training for active shooter was held here at the Atoka Police Department and Munford High School.
5. **Public Works Department:** Director Ellis reviewed the report as presented. Director Ellis advised the Board of the following: The wastewater meter testing is scheduled for next week. Paving is tentatively scheduled for November 14th. The staff has been trained on the crack sealer and some repairs have been done.

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

1. Vice Mayor Akin advised that there will be a "Meet the Candidate" forum Tuesday October 18th at 6:00 pm at Atoka Town Hall.
2. Alderman Harber asked for the status of the trash collection services. Administrator Woerner advised he expects to put out the bid by the end of this week.
3. Town Attorney Amber Shaw advised that for the purposes of the resolution for the ARPA grant funds, she recommends the Board move to recess into a different meeting announcing the date and time. A secondary suggestion is that the Qualifications for ARPA Investigation, Planning and Design Services also recess that item as well and reset it for the same date and time. Alderman Feldmayer made a motion to recess the resolution for the ARPA grant funds to October 17th immediately following the planning commission meeting at 6:30 pm. Alderman Haber seconded the motion. All in favor. Motion carried. Alderman Feldmayer then

made a motion that the Qualifications for ARPA Investigation, Planning and Design Services that was tabled earlier in the meeting to be recessed to October 17th after the 6:30 planning commission meeting. Alderman Harber seconded the motion. All in favor. Motion carried.

4. Administrator Woerner advised the Board of the following. The multi model access grant engineering services proposals should be ready in approximately one month and the consultants should have a work order to start the project. The Board received an email regarding the two resolutions that the County passed Monday night regarding the ARPA funds for review.
5. **Meeting Questions** – Administrator Woerner read aloud an email From Julie Elrod regarding a sidewalk along Rosemark Road to Atoka Elementary.

Citizen Concerns:

1. There were no citizens that signed up to speak.

Alderman Feldmayer motioned to adjourn the meeting. Alderman Giannini seconded the motion. The meeting ended at 8:03 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder



November 10, 2022

Exhibit B

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
Recessed Meeting from October 11, 2022
October 17, 2022, 6:30 p.m.**

The meeting was called to order by Mayor Daryl Walker at 6:30 p.m.

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

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

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, and attached list.

Absent: None

Old Business: None

New Business:

Ordinances and Resolutions:

- 1. Resolution – ARPA Grant Funds – Exhibit A** – Town Attorney Amber Shaw advised that the resolution for the ARPA funds was a place holder that was put on the agenda due to the deadline coming up of November 1st. the first. Staff is still working on the final division of the ARPA funds. Attorney Shaw recommended to temporarily recess the meeting to Wednesday October 19, 2022, at 6:30.
- 2. Qualifications for ARPA Investigations, Planning and Design Services** – Administrator Woerner advised that a fee schedule is expected to be provided from Smith Seckman Reid at the next recessed meeting Wednesday October 19, 2022, at 6:30 pm.

Alderman Feldmayer motioned to recess the meeting until Wednesday October 19, 2022, at 6:30 pm. Alderman Akin seconded the motion. The meeting ended at 6:46 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder



November 10, 2022

Exhibit C

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
Recessed Meeting from October 17, 2022
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The Town of Atoka Board of Mayor and Aldermen met with the following:

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

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, and attached list.

Absent: Alderman Cody Pace

Old Business: None

New Business:

Ordinances and Resolutions:

- 1. Resolution – ARPA Grant Funds – Exhibit A** – Town Administrator Woerner reviewed the resolution as presented. The Recorder read aloud the resolution in its entirety. Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Akin seconded the motion. Roll call. Harber-yes, Feldmayer-yes, Giannini-yes, Akin-yes, Renfrow-yes and Pace Absent. Motion carried.
- 2. Qualifications for ARPA Investigation, Planning and Design Services** – Administrator Woerner reviewed the request for qualifications as presented. Alderman Feldmayer made a motion approving the qualifications of Smith Seckman Reid, Inc. for investigation, planning, and design services involving the ARPA funds, and awarding said services to Smith Seckman Reid per their services and fee proposal, dated October 17, 2022. Alderman Harber made a motion to amend that the total estimated fee does not exceed \$250,000.00. Alderman Giannini seconded the motion. All in favor. Motion carried.

Alderman Feldmayer motioned to adjourn the meeting. Alderman Giannini seconded the motion. The meeting ended at 7:11 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder

SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Four Months Ending October 31, 2022

<u>General Fund</u>		4 month	% of Budget	
Revenues:		Actual	Budget	Total Budget
Property Tax		173,433	7.0%	2,480,054
Sales Tax		1,196,859	34.1%	3,509,742
Grants		44,127	58.6%	75,327
Other Revenues		336,354	27.3%	1,231,481
Total		1,750,773		7,296,604
Expenditures:				
Legislature & Judicial		22,977	33.7%	68,200
Finance & Administration		189,604	27.7%	684,025
Police		772,787	31.5%	2,452,685
Fire		728,374	38.2%	1,904,603
Planning & Inspection		70,462	17.3%	407,575
Streets		172,019	19.5%	884,108
Parks & Recreation		272,667	32.3%	843,110
Total		2,228,890		7,244,306
Excess Revenue Over Expenditures		-478,117		52,298
Cash on Hand at End of Period (1)		3,949,953		

<u>State Street Aid Fund</u>				
Revenue		119,786	33.4%	358,946
Expenditures		86,594	24.1%	358,946
Excess Revenue Over Expenses		33,192	0	
Cash on Hand at Beginning of Year		233,220		
Cash on Hand at End of Period		266,412		

<u>Drug Fund</u>				
Revenue		9,563	16.6%	57,672
Expenditures		0	0.0%	57,672
Excess Revenue Over Expenses		9,563	0	0
Cash on Hand at Beginning of Year		90,062		
Cash on Hand at End of Period		99,625		

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

135,134

November 10, 2022

Exhibit D

<u>Solid Waste Collections</u>				
Revenue		230,505	34.4%	670,782
Expenditures		184,811	28.2%	655,000
Excess Revenue Over Expenses		45,694	0	15,782
Cash on Hand at Beginning of Year		128,717		0
*Cash on Hand at End of Period		174,411		15,782

SUMMARY OF FINANCIAL CONDITION WATER FUND

For the Four Months Ended October 31, 2022

Cash on Hand at Beginning of Year	\$ 803,386
Cash on Hand at End of Period	\$ 901,150
Total Bonds/Notes outstanding 10/31/22	\$ 871,131

Net Income(Regulatory Basis) vs. Prior Year				
	Actual			Prior Year
	10/31/2022	% of Budget	Total Budget	10/31/2021
Revenues	\$ 508,756	40.39%	\$ 1,259,538	\$ 412,253
Expenses				
(353) Water Purchases	\$ 203,124	40.62%	\$ 500,000	\$ 184,513
(100's) Payroll and Benefits	\$ 108,826	37.69%	\$ 288,731	\$ 112,530
(260) Repair Maintenance Services	\$ 4,748	6.59%	\$ 72,000	\$ 14,313
(241) Utility (Electric) Operations	\$ 1,620	32.40%	\$ 5,000	\$ 1,841
(211,290,292,310) Prof Service / Office Supplies	\$ 17,379	55.35%	\$ 31,401	\$ 13,474
* Other Operating Expenses	\$ 79,712	49.44%	\$ 161,240	\$ 65,634
(540) Depreciation	\$ 67,054	33.33%	\$ 201,163	\$ 67,054
Total	\$ 482,463	38.30%	\$ 1,259,535	\$ 459,359
Net Income (loss)	\$ 26,293		\$ 3	\$ (47,106)

* Other Operating Expenses include: Uniforms - Vehicle Maintenance - Liability, Property
& Work Comp Insurance - Building Utilities & Maintenance

For the Four Months Ended October 31, 2022

Cash on Hand at Beginning of Year	\$ 2,006,786
Cash on Hand at End of Period	\$ 1,985,013
Total Bonds/Notes outstanding 10/31/22	\$ 1,127,449

Net Income(Regulatory Basis) vs. Prior Year				
	Actual			Prior Year
	10/31/222	% of Budget	Total Budget	10/31/2021
Revenues	\$ 531,202	39.08%	\$ 1,359,137	\$ 442,394
Expenses				
(243) Sewer Treatment Fees	\$ 120,347	66.47%	\$ 181,048	\$ 40,467
(100's) Payroll and Benefits	\$ 117,292	38.75%	\$ 302,700	\$ 112,713
(260,269) Sewer Maintenance	\$ 77,496	27.98%	\$ 277,000	\$ 93,628
(241) Utility (Electric) Operation	\$ 31,851	35.39%	\$ 90,000	\$ 32,801
(211,290,292,310) Prof Services / Office Supplies	\$ 17,579	58.91%	\$ 29,840	\$ 12,500
* Other Operating Expenses	\$ 164,463	80.32%	\$ 204,759	\$ 69,743
(540) Depreciation	\$ 91,263	33.33%	\$ 273,790	\$ 91,263
Total	\$ 620,291	45.64%	\$ 1,359,137	\$ 453,115
Net Income (loss)	\$ (89,089)		\$ -	\$ (10,721)

Total - All Funds:	\$	7,519,551
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* Other Operating Expenses include: Uniforms - Vehicle Maintenance - Liability, Property & Work Comp Insurance - Building Utilities & Maintenance

Water and Sewer Fund Month to Month

WATER	Actual2	Actual3	Actual4	Actual42
	7/31/2022	8/31/2022	9/30/2022	10/31/2022
Revenues	\$ 122,007	\$ 273,187	\$ 391,720	\$ 508,756
Average Revenue Month to Month		\$ 151,180	\$ 118,533	\$ 117,036
Expenses				
(353) Water Purchases	\$ 51,564	\$ 114,491	\$ 159,267	\$ 203,124
(100's) Payroll and Benefits	\$ 25,616	\$ 50,345	\$ 84,928	\$ 108,826
(260) Repair Maintenance Services	\$ 3,468	\$ 4,604	\$ 4,748	\$ 4,748
(241) Utility (Electric) Operations	\$ 93	\$ 1,423	\$ 1,526	\$ 1,620
(211,290,292,310) Prof Service / Office Supplies	\$ 11,549	\$ 12,979	\$ 17,259	\$ 17,379
* Other Operating Expenses	\$ 12,675	\$ 57,631	\$ 68,003	\$ 79,712
(540) Depreciation	\$ 16,764	\$ 33,527	\$ 50,291	\$ 67,054
Total	\$ 121,729	\$ 275,000	\$ 386,022	\$ 482,463
Average Expenses Month to Month				
Net Income (loss)	\$ 278	\$ (1,813)	\$ 5,698	\$ 26,293

SEWER	Actual2	Actual3	Actual4	Actual42
	7/31/2022	8/31/2022	9/30/2022	10/31/2022
Revenues	\$ 123,868	\$ 253,046	\$ 409,888	\$ 531,202
Average Revenue Month to Month		\$ 129,178	\$ 156,842	\$ 121,314
Expenses				
(243) Sewer Treatment Fees	\$ 30,081	\$ 60,162	\$ 90,266	\$ 120,347
(100's) Payroll and Benefits	\$ 27,223	\$ 53,737	\$ 91,011	\$ 117,292
(260,269) Sewer Maintenance	\$ 17,816	\$ 42,551	\$ 64,316	\$ 77,496
(241) Utility (Electric) Operation	\$ 8,533	\$ 19,475	\$ 25,325	\$ 31,851
(211,290,292,310) Prof Services / Office Supplies	\$ 10,412	\$ 11,759	\$ 16,226	\$ 17,579
* Other Operating Expenses	\$ 31,653	\$ 135,489	\$ 152,989	\$ 164,463
(540) Depreciation	\$ 22,816	\$ 45,632	\$ 68,447	\$ 91,263
Total	\$ 148,534	\$ 368,805	\$ 508,580	\$ 620,291
Average Expenses Month to Month		\$ 220,271	\$ 139,775	\$ 111,711
Net Income (loss)	\$ (24,666)	\$ (115,759)	\$ (98,692)	\$ (89,089)
		\$ (91,093)	\$ 17,067	\$ 9,603

General Sales Tax Revenue

November 10, 2022

Exhibit D

\$250,000

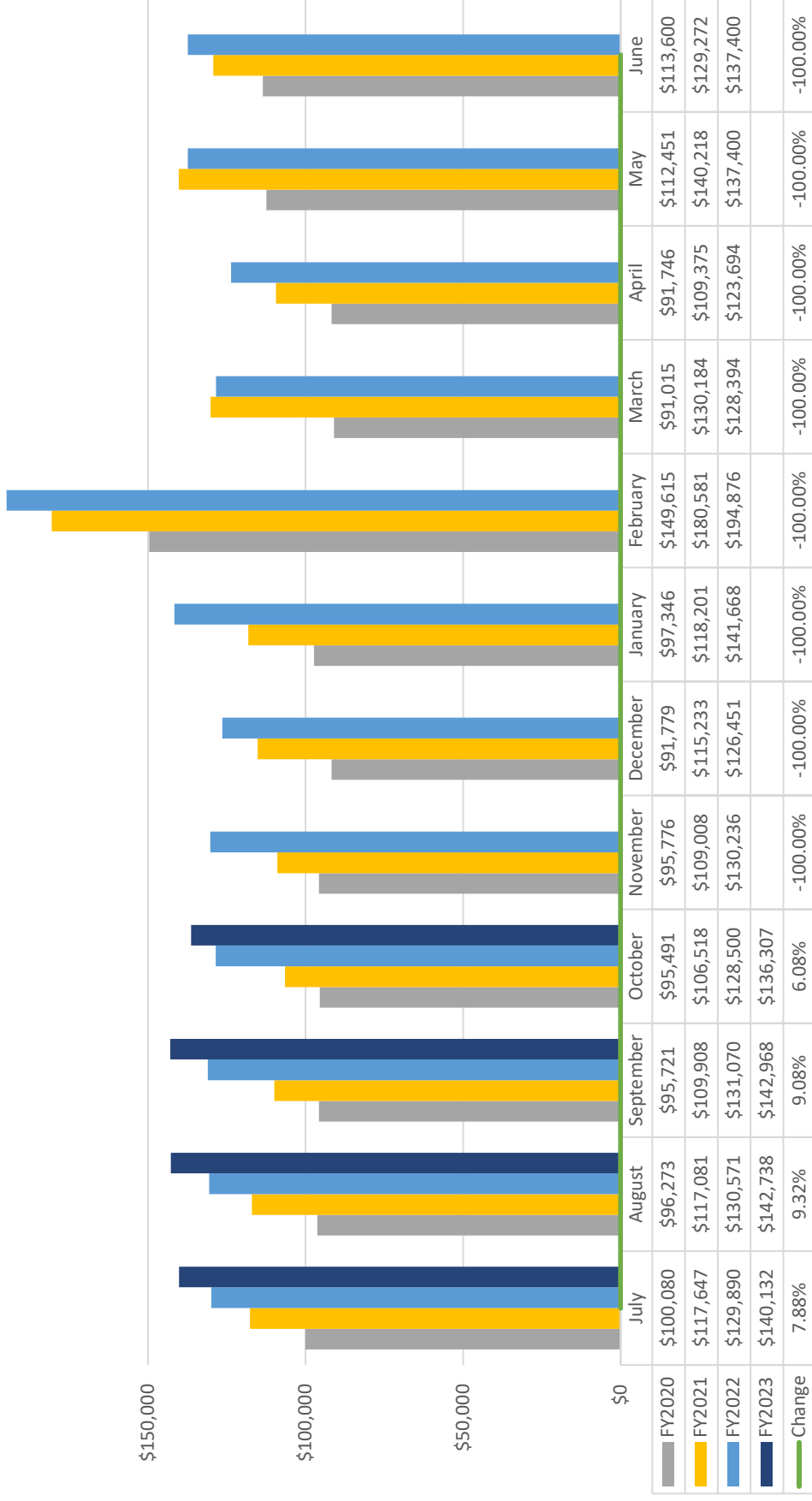
\$200,000

\$150,000

\$100,000

\$50,000

\$0

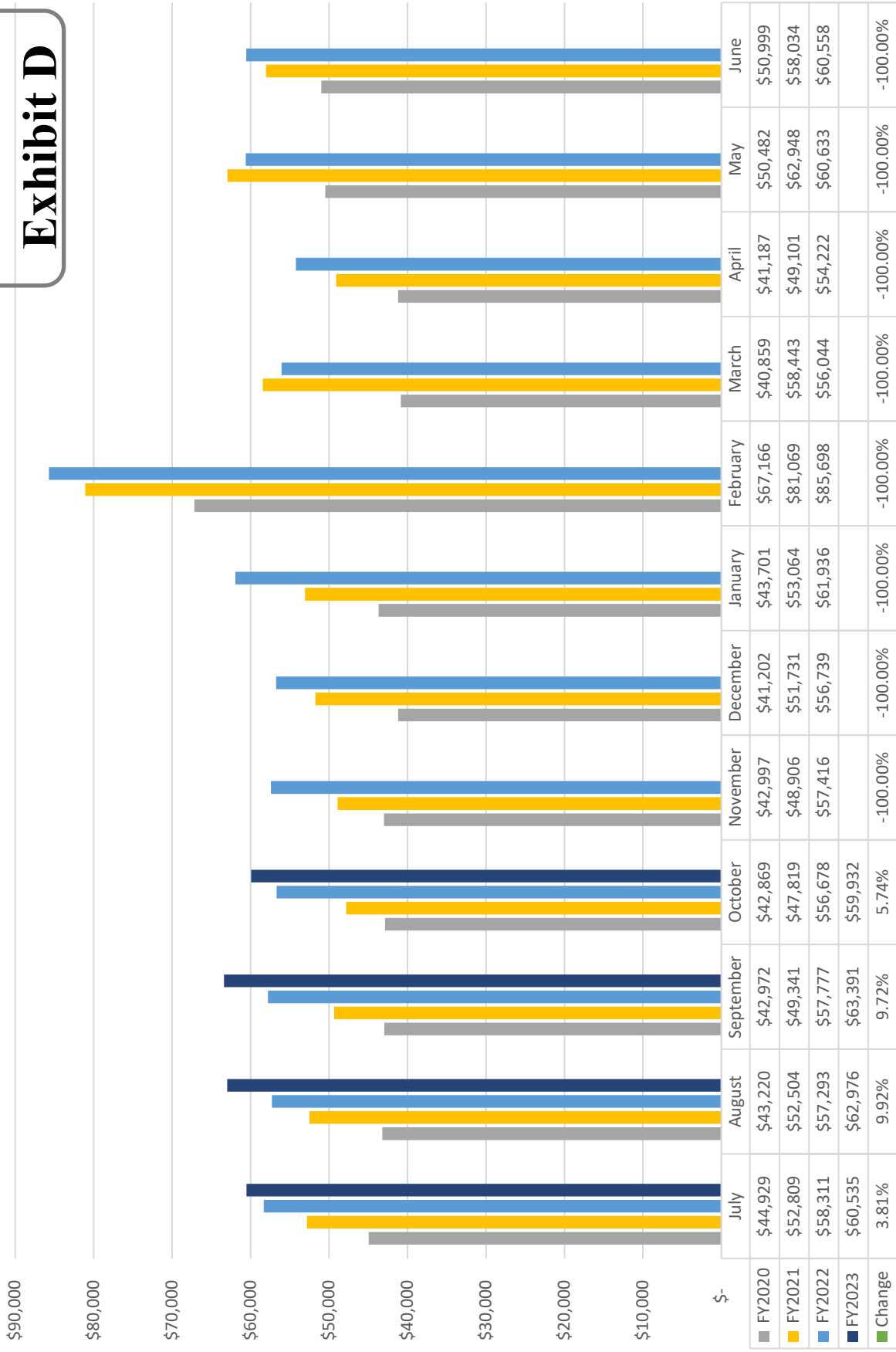


FY2020 FY2021 FY2022 FY2023 Change

Fire Tax Revenue

November 10, 2022

Exhibit D



■ FY2020 ■ FY2021 ■ FY2022 ■ FY2023 ■ Change

TOWN OF ATOKA, TENNESSEE
Board of Mayor and Aldermen
Staff Report

November 10, 2022
Exhibit E



TO: Marc Woerner, Town Administrator
Mayor Walker and Town of Atoka Aldermen

FROM: Jim Atkinson, AICP
Interim Town Planner

REPORT DATE: October 30, 2022

SUBJECT: A request for rezoning from R-1 to NC on the property located at 673 Maple Drive

APPLICANT: Karen Stokes

STAFF RECOMMENDATION

Approve the rezoning as recommended by the Planning Commission for the property located at 673 Maple Drive as described as Lot 1 on the attached Minor Subdivision Plat.

The purpose of this report is to summarize the history of the rezoning request and clarify the recommendation from the Planning Commission to ensure that the Board of Mayor and Aldermen have a full understanding of the current rezoning request.

BACKGROUND

The applicant, Karen Stokes, applied for a rezoning of her property in the fall of 2020. The following actions were taken by the Town:

- December 17, 2020: The Planning Commission recommended approval of the rezoning, but for only one acre. The parcel at that time consisted of only one acre.
- January 12, 2021: The BMA tabled first consideration of the rezoning ordinance.

The applicant returned with an amended request that included a larger parcel consisting of 2.3 acres. To create the larger parcel, a separate application for a minor plat was submitted to the Planning Commission.

At its meeting on August 18, 2022, the Planning Commission took two related actions impacting the property located at 673 Maple Drive:

1. Approved a Minor Subdivision Plat to create a lot consisting of 2.3 acres.
2. Recommended approval of a rezoning from R-1 to NC for the newly created parcel consisting of 2.3 acres.

The amended request is now before the BMA for consideration. The memo prepared by Mr. Robert Barber is attached to this report and includes the analysis presented to the Planning Commission for consideration. The analysis contained in the memo is still relevant and can be utilized by the BMA in its discussion of the request.

Memo

To: Amanda Farbo

Ben Ledsinger

From Robert Barber

RE: Applications for August 18, 2022

Date: August 15, 2022, Corrected August 18

Amanda, we have reviewed the following proposed minor lot subdivision applications to be considered by the Planning Commission agenda for August 18, 2022. Review was based on the basic design requirements of the tracts' zoning category and subdivision regulations.

1. **Karen Stokes Rezoning and Minor Lot Subdivision** - The applicant is requesting that the zoning classification on the subject parcel be changed from R-1 to NC Neighborhood Commercial. The property is located at 673 Maple Drive and is the site of a former residence. The zoning code sets out the following uses as permitted in the NC District:

"Within the N-C (Neighborhood Commercial) District as shown on the Municipal Zoning Map of Atoka, Tennessee, the following regulations shall apply:

- a. **Intent** - *The intent of the N-C (Neighborhood Commercial) District is to provide for suitable areas that provide commercial activities that are not high traffic generators, are located near residential areas and are serviced by all municipal services.*

- b. **Uses Permitted**

- i. *Retail trade, limited to:*

General merchandise

Food

Apparel and accessories

Furniture, home furnishings and

equipment Eating and drinking

Other retail trade, except for farm and garden supplies

- ii. *Services, limited to:*

Finance, insurance real estate

services Personal services

Business services, including only

Advertising service

Consumer and mercantile credit reporting services, adjustment and collection services

Duplicating, mailing and stenographic

services News syndicate services

Employment services

*Other business services, NEC **

- iii. *Professional services*

919 Getwell Road, Hernando, MS 38632 ♦ 901-268-7566 ♦ Bob@OrionPlanningDesign.com

Jacksonville, FL | Hernando, MS | Chattanooga, TN

St. Simons Island, GA | Missoula, MT

- iv. *Contract construction services, offices only*
- v. *Governmental services, excluding correctional institutions and military bases and reservations*
- vi. *Educational services*
- vii. *Miscellaneous services*
- viii. *Recreational Activities, limited to Recreational centers (general), Gymnasiums and athletic clubs."*

Generally, rezoning is justified under one of the following conditions:

- When the requested rezoning is consistent with long range land use plans adopted by the appropriate governing body
- When there was an error or oversight in the original zoning of the property
- When changes have occurred to conditions in the vicinity of the property which prevent the reasonable use of the property as currently zoned

Applicant is requesting that the requested rezoning be given consideration under the changing conditions along Maple Drive.





Munford Dev.
993-520

N06°20'19"E
443.20

N06°20'19"E
27.50

Cobb
733-400

S80°37'41"E
564.98

Lot 1
Karen Stokes
1792-61
1925-647
2.3 Acres

Dolmeter
1010-825

S26°23'32"W
202.98

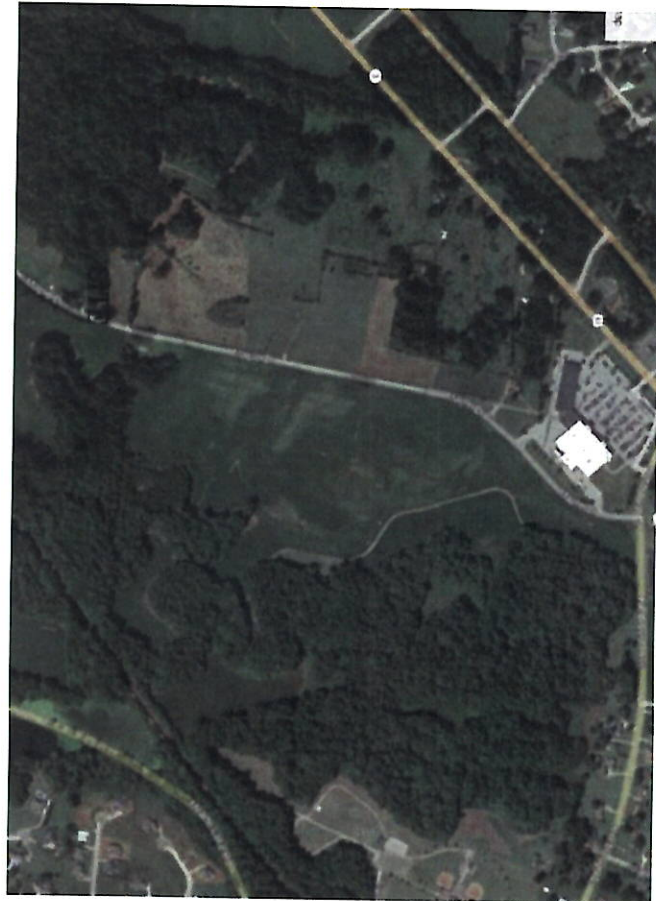
S80°57'06"E
196.77

Fleming
925-5

Maple Drive
50' wide per survey

P.O.B.

94.36
S41°09'38"W



VICINITY MAP

PRELIMINARY
This is the final work product and is only marked as a preliminary due to requirements set forth by the Land Surveyor's Board (820-03-06(3)). This is an electronic copy of the survey, it was sent as a courtesy to the recipient. The official survey will contain a seal and signature, and should be the only media relied upon.

SURVEY NOTE:

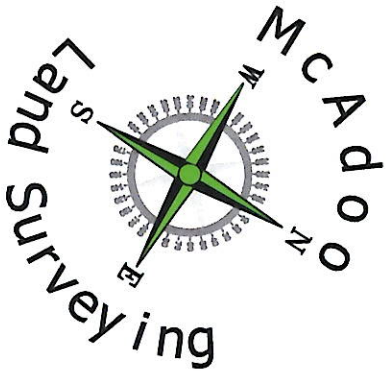
I HEREBY CERTIFY THAT THIS IS A CATEGORY IV SURVEY.
NO ABSTRACT OF TITLE, NOR TITLE COMMENT, OR TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
I/WE HAVE NOT REVIEWED NOR DO WE EXPRESS ANY OPINION AS TO IF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY EXISTING UTILITY, ONLY UTILITY STRUCTURES VISIBLE AT THE TIME OF THIS SURVEY WERE LOCATED.

LEGEND:

- 4" WOOD POST
- FENCE
- 8" (O) — OLD 8" WOOD POST
- R (N) — 1/2" REBAR WITH CAP
- TP (O) — FOUND T-POST
- SN (N) — NEW SURVEYOR'S NAIL
- R (O) — 1/2" REBAR FOUND
- E. EAST
- N. NORTH
- P.O.B. POINT OF BEGINNING
- S. SOUTH
- W. WEST

GPS NOTE:

For Boundary aspects of this survey:
RTK GPS single vector positional data was observed on the date indicated on the survey utilizing a Trimble R-4 dual frequency receiver. The grid coordinates of the Fixed Station Shown were derived using a VRS network of CORS stations referenced to TCS 83(2011), position (Epoch 2010.0) Transformed from IGS08 (epoch 2005.0) position in Aug 2011.
x = 30960.045 m
y = -5211272.410 m
z = 3665051.637 m
ellipsoid height = 64.175 m
Positional accuracy of the GPS vectors does not exceed: H 0.08", V 0.15"
Combined Grid Factor: 0.999966 at POB



CERTIFICATE:

I CERTIFY TO: Karen Stokes

I hereby certify that the precision of the measurements made at a minimum, the precision standards required by applicable state law. This survey is in compliance with the current Tennessee minimum standards of practice, and meets the minimum requirements for a Category IV Survey.

BY
Jack A. McAdoo, Jr.
Tennessee Certificate No. 1701
Date



PO Box 515
Oakland, TN 38060
901-465-2235

MINOR SUBDIVISION PLAT
Karen Stokes
MAP 111 PARCEL 107.00, 107.06
RECORDED IN
1792-61, 1925-647
TIPTON CO., TENNESSEE
DISTRICT 7

SCALE: 1"=100' DATE: JULY 14, 2022
100 0 100



TDEC APPROVAL:(if required)

STATE OF TENNESSEE

DIVISION OF ENVIRONMENT AND CONSERVATION

DIVISION OF WATER RESOURCES

APPROVAL IS HEREBY GRANTED FOR LOT 1, DEFINED AS KAREN STOKES MINOR SUBDIVISION, Tipton County, Tennessee, AS BEING SUITABLE FOR A CONVENTIONAL SUBSURFACE SEWAGE DISPOSAL SYSTEM (SSDS) WITH THE RESTRICTIONS LISTED BELOW.

PRIOR TO ANY CONSTRUCTION OF A STRUCTURE, MOBILE OR PERMANENT, THE PLAN FOR THE EXACT HOUSE/STRUCTURE LOCATION MUST BE APPROVED AND A SSDS SYSTEM PERMIT ISSUED BY THE DIVISION OF WATER RESOURCES. WATER TAPS, WATER LINES, UNDERGROUND UTILITIES, AND DRIVEWAYS SHOULD BE LOCATED AT THE SIDE PROPERTY LINES UNLESS OTHERWISE NOTED, ANY CUTTING, FILLING, OR OTHER ALTERATION OF THE SOIL CONDITIONS MAY VOID THIS APPROVAL.

DATE

ENVIRONMENTAL SPECIALIST
DIVISION OF WATER RESOURCES

RESTRICTIONS

- 1) THIS APPROVAL COVERS LOT 1, OF KAREN STOKES MINOR SUBDIVISION
- 2) LOT 1 IS APPROVED FOR INDIVIDUAL CONVENTIONAL SUBSURFACE SEWAGE DISPOSAL SYSTEM TO SERVE A MAXIMUM _____ BEDROOM DWELLING.
- 3) THE SHADING _____ INDICATES THE AREA SET ASIDE FOR THE ORIGINAL AND DUPLICATE SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE INDIVIDUAL LOT. ANY DISTURBANCES /OR ENCROACHMENT INTO THESE AREAS WILL VOID THIS APPROVAL AND RESULT IN DENIAL OF THE SSDS INSTALLATION PERMIT. ENCROACHMENT INCLUDES, BUT IS NOT LIMITED TO, DRIVEWAYS, BUILDINGS, SHEDS, GARAGES, AND SWIMMING POOLS. DISTURBANCE INCLUDES, BUT IS NOT LIMITED TO, GRADING, FILLING, AND CROSSING WITH UNDERGROUND UTILITIES.
- 4) THE LOTS IN THIS APPROVAL REQUIRES AN INTERCEPTOR/CURTAIN DRAINS TO REMOVE POTENTIAL SUBSURFACE DRAINAGE FROM THE PURPOSED SSDS AREAS. A NATURAL OUTLET IS CURRENTLY AVAILABLE ON THE LOT. ANY CHANGES TO THIS COULD RESULT IN PERMIT DENIAL.
- 5) DEPENDING ON FINAL DWELLING LOCATIONS AND PLUMBING OUTLETS, ANY/EACH SYSTEM MAY REQUIRE A PUMP TO ACCESS THE USEABLE SOILS ON THE LOT.
- 6) PRIOR TO ANY CONSTRUCTION BEGINNING ON THE LOT, THE OWNER/BUILDER MUST APPLY FOR AND SECURE A CONSTRUCTION PERMIT FOR THE SUBSURFACE SEWAGE DISPOSAL SYSTEM THRU THE LOCAL WATER RESOURCE OFFICE (731-512-1300)

ENVIRONMENTAL SPECIALIST
DIVISION OF GROUND WATER PROTECTION
DATE

OWNER:

KAREN STOKES
115 W CHERRYBARK DRIVE
ATOKA, TN 38004

ZONING:

R-1
FRONT YARD SETBACK: 35'
SIDE YARD SETBACK: 15'
REAR YARD SETBACK: 30'

PLANNING COMMISSION:

I hereby certify that the subdivisions plat shown hereon has been found to comply with the Tipton County Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission; that the Planning Commission hereby accepts the dedication of the road right-of-way for the benefit and use of Tipton County and the Tipton County Public Works Department, and that this plat has been approved for recording in the Office of the County Register.

Date Secretary, Planning Commission

SURVEYOR(SUBDIVISION):

I (we) hereby certify that to the best of my (our) knowledge and belief this is a true and accurate survey to the specifications of the Tipton County Subdivision Regulations of the property shown hereon; that this is a Class IV Land Survey as defined in Title 62, Chapter 18, Tennessee Code.

Licensed Land Surveyor Number 1701.

OWNER:

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Book Number 1792, Page 61, Book Number 1925, Page 647, Tipton County Registers Office, and that I (we) hereby adopt this plan of subdivision with my (our) free, full, and irrevocable consent, establish the minimum building restriction lines, and the offer of irrevocable dedication for all public ways, utilities, and other facilities have been filed.

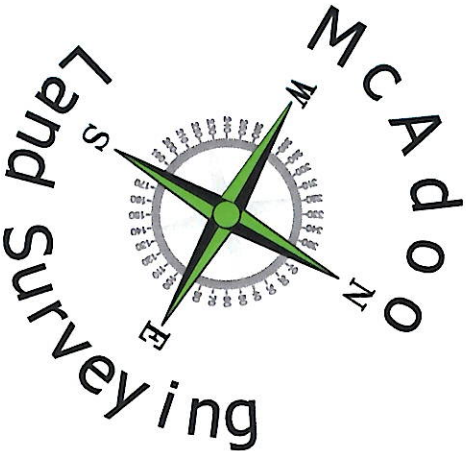
Date Owner

WATER:

I, _____, do hereby certify that I have reviewed the proposed minor subdivision and certify that public water is available.

Date Name, Title and Agency of Authorized
Approving Agent

Date Owner



PO Box 515
Oakland, TN 38060
901-465-2235

MINOR SUBDIVISION PLAT
Karen Stokes
MAP 111 PARCEL 107.00, 107.06
RECORDED IN
1792-61, 1925-647
TIPTON CO., TENNESSEE
DISTRICT 7
SCALE: 1"=100' DATE: JULY 14, 2022

PRELIMINARY
This is the final work product and is only marked as a preliminary due to requirements set forth by the Land Surveyor's Board (820-03-.06(3)). This is an electronic copy of the survey. It was sent as a courtesy to the recipient. The official survey will contain a seal and signature, and should be the only media relied upon.

November 10, 2022

Exhibit E

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN OF ATOKA'S MUNICIPAL ZONING MAP BY REZONING KAREN STOKES' PROPERTY LOCATED AT 673 MAPLE DRIVE, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO N-C (NEIGHBORHOOD COMMERCIAL)

WHEREAS, pursuant to Tennessee Code Annotated Sections 13-7-201 and 13-7-202 a zoning ordinance and map have been adopted for the Town of Atoka; and,

WHEREAS, the request to rezone the property is in compliance with both the Growth Policies and the Future Land Use and Transportation Plan adopted by the Planning Commission; and,

WHEREAS, the Atoka Municipal-Regional Planning Commission has recommended that the following property be reclassified from its current zoning designation to the proposed zoning designation; and,

WHEREAS, a public hearing was held before the Atoka Board of Mayor and Aldermen pursuant to Section 13-7-203, Tennessee Code Annotated, the time and place was published with fifteen days advance notice.

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

SECTION 1. That property owned by Karen Stokes (Parcel 107.06 on Tipton County Tax Map) be reclassified from R-1 (Single-Family Residential) District to N-C (Neighborhood Commercial) District.

SECTION 2. This Ordinance shall become effective immediately upon its final passage, the public welfare requiring it.

PASSED on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 10th day of November 2022.

PUBLIC HEARING held by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 13th day of December 2022.

PASSED on the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 13th day of December 2022.

Mayor

ATTEST:

Town Recorder

November 10, 2022

Exhibit E

NOTICE OF PUBLIC HEARING

Pursuant to Tennessee Code Annotated Section 13-7-203 and 13-7-303 notice is hereby given 15 days in advance, of a public hearing to be held by the Board of Mayor and Aldermen of Atoka, Tennessee on the 13th day of December 2022 at 6:45 PM at Atoka's Town Hall. The hearing is to receive public input on amending the Town of Atoka's Municipal Zoning Map by reclassifying the following property:

Property owned by Karen Stokes (Parcel 107.06 on Tipton County Tax Map), 673 Maple Drive from R-1 (Single-Family Residential) District to N-C (Neighborhood Commercial) District.

All interested persons are encouraged to attend and to comment on this rezoning.

DELETION	* denotes that text is being deleted
ADDITION	* denotes that text is being added

November 10, 2022

Exhibit F

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND TITLE 11, CHAPTER 10 OF THE ATOKA MUNICIPAL CODE RELATIVE TO MUNICIPAL OFFENSES.

WHEREAS, Tennessee Code Annotated allows municipalities to create codes to promote the health, safety, and welfare of its citizens, and,

WHEREAS, Title 11 of the Town of Atoka Municipal Code of Ordinances regulates Municipal Offenses, and,

WHEREAS, The Town of Atoka's Public Safety Committee held a work session and recommends amendments to Title 11, Chapter 10, Miscellaneous;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA THAT TITLE 11, CHAPTER 10 BE AMENDED AS FOLLOWS.

TITLE 11

CHAPTER 10

MISCELLANEOUS

SECTION

~~11-1001. Curfew for Minors~~

11-1001. Definitions.

11-1002. Written declaration by the mayor.

11-1003. General Curfew.

11-1004. Persons not bound by curfew.

11-1005. Powers of the mayor – civil emergency.

11-1006. Inability or absence of the mayor – Substitute officer designated

11-1007. Procurements made during civil emergency.

11-1008. Immunity to town and indemnification in use of procurements.

11-1010. Violations – Penalties

11-1100. Curfew for minors.

DELETION	* denotes that text is being deleted
ADDITION	* denotes that text is being added

11-1001. Curfew for minors. ~~It shall be unlawful for any person under the age of eighteen (18) years to be abroad at night between 11:00 P.M. and 5:00 A.M. unless going directly to or from a lawful activity or upon a legitimate errand for, or accompanied by, a parent, or any other adult person having lawful custody of such minor.¹~~

11-1001. Definitions.

As used in this chapter:

Civil emergency is defined to be:

1. A riot or unlawful assembly characterized by the use of actual force or violence or a threat to use force if accompanied by the immediate power to execute by three or more persons acting together without authority of law;
2. Any natural disaster or manmade calamity including, but not limited to, flood, conflagration, cyclone, tornado, earthquake or explosion within the geographic limits of a municipality resulting in the death or injury of persons, or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare;
3. The destruction of property, or the death or injury of persons brought about by the deliberate acts of one or more persons acting either alone or in concert with others when such acts are a threat to the peace of the general public or any segment thereof.

Curfew is defined as a prohibition against any person or persons walking, running, loitering, standing, or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the municipality except persons

¹ added by Ord. #97-11-05, Dec. 1997

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officially designated to duty with reference to such civil emergency or those lawfully on the streets as defined hereinafter.

Substitute officer is defined as an official who shall act in the absence or inability to act of the mayor as provided in this chapter and chapters. See 11-1006. Inability or absence of the mayor – Substitute Officer designated.

11-1002. Written declaration by the mayor.

When, in the judgment of the mayor, a civil emergency as defined in this chapter is determined to exist, he or she shall forthwith proclaim in writing the existence of same, a copy of which proclamation will be filed with the recorder. (cf. TCA 38-9-102)

11-1003. General Curfew - Duration.

- A. After proclamation of a civil emergency by the mayor, he or she, may order a general curfew applicable to such geographical areas of the municipality or to the municipality as a whole, as he or she deems advisable, and applicable during which hours of the day or night as he or she deems necessary in the interest of the public safety and welfare. Such proclamation and general curfew shall have the force and effect of law and shall continue in effect until rescinded in writing by the mayor but not to exceed 15 days.
(State Law Reference TCA 38-9-103)
- B. Until overruled by final decision of a court of last resort, the provisions of this section shall apply only to a general curfew applicable to the municipality as a whole and may not be applicable only to such geographical areas of the municipality as the mayor deems advisable, but should this sentence be found improper by such court of last resort, then, in that event, this sentence will be considered as having not been passed, such being the legislative intent of the Board of Aldermen.

11-1004. Persons not bound by curfew.

DELETION	* denotes that text is being deleted
ADDITION	* denotes that text is being added

- A. Any curfew as defined by this chapter shall not apply to persons lawfully on the streets and public places during a civil emergency who have obtained permission of the local chief of police or other law enforcement officer then in charge of municipal law enforcement which permission shall be granted on good cause shown. This curfew also shall not apply to medical personnel in the performance of their duties.

11-1005. Powers of the mayor.

After proclamation of a civil emergency the mayor may, at his or her discretion, in the interest of public safety and welfare:

- A. Order the closing of all retail liquor stores;
- B. Order the closing of all establishments wherein beer or alcoholic beverages are served;
- C. Order the closing of all private clubs or portions thereof wherein the consumption of intoxicating liquor and/or beer is permitted;
- D. Order the discontinuance of the sale of beer;
- E. Order the discontinuance of selling, distribution or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank property affixed to a motor vehicle;
- F. Order the closing of gasoline stations, and other establishments, the chief activity of which is the sale, distribution or dispensing of liquid flammable or combustible products;
- G. Order the discontinuance of selling, distributing, dispensing or giving away of any firearm or ammunition of any character whatsoever;
- H. Order the closing of any or all establishments or portions thereof,

DELETION	* denotes that text is being deleted
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the chief activity of which is the sale, distribution, dispensing or giving away of firearms and/or ammunition;

- I. Issue such other orders as are necessary for the protection of life and property.

(cf. TCA 38-9-104)

11-1006. Inability or absence of the mayor – Substitute officer designated.

- A. In the event of the inability to act or absence of the mayor during any civil emergency as defined in this chapter, the vice mayor of the on the Board of Aldermen or in such vice mayor's absence or inability to act, the member of the Board of Aldermen who is the most immediate past vice mayor is designated as substitute officer as defined herein and shall act for and in place of the mayor with respect to any civil emergencies as provided for in this chapter.
- B. In the event there is no immediate past vice mayor serving on the Board of Aldermen, then by majority vote a substitute officer shall be selected from the remaining members of the Board of Aldermen to serve.

11-1007. Procurements made during civil emergency.

After proclamation of a civil emergency pursuant to section 11-1002, in the event the mayor further should determine in his or her judgment that the resources then available to the town are insufficient for the protection of life or property, and that the public peace, health, safety and welfare require that additional labor, equipment or supplies be procured in order to combat such civil emergency, the mayor shall forthwith authorize the Town Administrator, to procure by contract on behalf of the town all such additional labor, equipment or supplies as may be necessary in order to combat such civil emergency. Such procurement on behalf of the town may be by employment or subemployment of personnel for such times and such durations as the Town Administrator may determine, or by lease or purchase of equipment or supplies. All such procurements made or contracted for on behalf of

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the town by the Town Administrator shall become the obligations of the town and shall be paid for from the general funds of the town.

11-1008. Immunity to town and indemnification in use of procurements.

This chapter, and other chapters throughout these ordinances, are an exercise by the town of its governmental functions for the protection of the public peace, health, safety and welfare, and the town shall not be liable for any damage to person or property in the utilization of any labor, equipment or supplies procured under section 11-1007. Any person or corporation furnishing labor, equipment or supplies to the town pursuant to the provisions of section 11-1007 shall be indemnified and held harmless by the town from any and all claims made by third persons for damage to person or property arising out of the utilization of such labor, equipment or supplies during a civil emergency.

11-1010. Violations – Penalties

Any person violating the provisions of orders issued by the mayor pursuant to this chapter during a proclaimed civil emergency shall be guilty of a misdemeanor and be punished as provided in section 15-901 of this code which is a Class “C” misdemeanor. (cf. **TCA 38-9-105**)

11-1100. Curfew for minors.

A. It is unlawful for any minor between **17 and 18 years of age** to remain in or upon any public street, highway, park, vacant lot, establishment or other public place within the town during the following time frames:

1. Monday through Thursday between the hours of 11:00 p.m. to 6:00 a.m.
2. 2.Friday through Sunday between the hours of 12:00

DELETION	* denotes that text is being deleted
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midnight to 6:00 a.m.

B. It is unlawful for any minor **16 years of age and under** to remain in or upon any public street, highway, park, vacant lot, establishment or other public place within the town during the following time frames:

1. Monday through Thursday between the hours of 10:00 p.m. to 6:00 a.m.;
2. Friday through Sunday between the hours of 11:00 p.m. to 6:00 a.m.

C. It is unlawful for a parent or legal guardian to knowingly permit or by inefficient control to allow such minor to be or remain upon any street or establishment under circumstances not constituting an exception to, or otherwise beyond the scope of subsections A and B of this section. The term "knowingly" includes knowledge which a parent or guardian should reasonably be expected to have concerning the whereabouts of a minor in that parent's legal custody. The term "knowingly" is intended to continue to keep neglectful or careless parents up to a reasonable community standard of parental responsibility through an objective test. It is not a defense that a parent was completely indifferent to the activities or conduct or whereabouts of such minor child.

D. The following are valid exceptions to the operation of the curfew:

1. At any time, if a minor is accompanied by such minor's parent or legal guardian;
2. When accompanied by an adult authorized by a parent or guardian of such minor to take such parent or guardian's place in accompanying the minor for a designated period of time and purpose within a specified area;
3. Until the hour of 12:30 a.m., if the minor is on an errand as

DELETION	* denotes that text is being deleted
ADDITION	* denotes that text is being added

directed by such minor's parent or guardian;

4. If the minor is legally employed, for a period of from 45 minutes before to 45 minutes after, while going directly between the minor's home and place of employment. This exception shall also apply if the minor is in a public place during the curfew hours in the course of the minor's employment. To come within this exception, the minor must be carrying written evidence of employment which is issued by the employer;
5. Until the hour of 12:30 a.m. if the minor is on the property of or the sidewalk directly adjacent to the place where such minor resides or the place immediately adjacent thereto, if the owner of the adjacent building does not communicate an objection to the minor and the law enforcement officer;
6. When returning home by a direct route from (and within 30 minutes of the termination of) a school activity or an activity of a religious or other voluntary association, or a place of public entertainment, such as a movie, play or sporting event. This exception does not apply beyond 1:00 a.m.;
7. In the case of reasonable necessity, but only after such minor's parent has communicated to law enforcement personnel the facts establishing such reasonable necessity relating to specified streets at a designated time for a described purpose including place of origin and destination. A copy of such communication, or the record thereof, an appropriate notation of the time it was received and of the names and addresses of such parent or guardian and minor constitute evidence of qualification under this exception;
8. When exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly. A minor shall show evidence of good faith of such exercise and

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provide notice to town officials by first delivering to the appropriate law enforcement authority written communication, signed by such minor, with the minor's home address and telephone number addressed to the mayor of the town specifying when, where and in what manner the minor will be on the streets at night in the exercise of a First Amendment right specified in such communication; and

9. When a minor is, with parental consent, in a motor vehicle engaged in good faith interstate travel.

Each of the foregoing exceptions, and the limitations are severable.

E. When any child is in violation of this section, the apprehending officer shall act in one of the following ways:

1. In the case of the first violation, and in the opinion of the officer such action would be effective, take the child to the child's home and warn and counsel the parents or guardians;
2. Issue a summons to the child and/or parents or guardians to appear at the juvenile court; or
3. Bring the child into custody of the juvenile court for disposition.

F. Penalty for violation.

1. A minor violating the provisions of this section shall commit an unruly act disposition of which shall be governed pursuant to T.C.A. title 37.
2. Any parent, guardian or other person having the care, custody and control of a minor violating the provisions of this section is guilty of a misdemeanor and shall be fined no more than \$50.00 for each offense; each violation of the provisions of this section shall constitute a separate offense.

DELETION	* denotes that text is being deleted
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SECTION 2. 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 10th day of November 2022.

PASSED on the Final Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 13th day of December 2022.

ATTEST:

W. Daryl Walker, Mayor

Town Recorder

RESOLUTION NO. _____

November 10, 2022

Exhibit G

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE, AND AENEAS INTERNET AND TELEPHONE FOR TOWN FACILITIES.

WHEREAS, the Town of Atoka desires to utilize Aeneas Internet and Phone services provided to the Town by Aeneas for the purposes of improving and upgrading internet and telephone equipment and services for the Town; and

WHEREAS, the Board of Mayor and Aldermen approve contracts for services between the Town and vendors; and

WHEREAS, under the proposal, Aeneas Internet and Telephone will provide the desired services for the Town, as more fully described in the proposed agreement attached to this resolution and incorporated by reference herein.

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

SECTION 1. The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby approves and accepts the agreement by and between the Town of Atoka, Tennessee, and Aeneas Internet and Telephone 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 10th day of November, 2022.

Mayor

ATTEST:

Town Recorder

Aeneas Hosted PBX Agreement

This Aeneas Hosted PBX Agreement ('Agreement') is effective as of _____ (the 'Effective Date'), by and between _____, herein referred to as Client ('Client'), a _____ company with its principal office located at _____, and Aeneas Communications LLC, hereafter referred to as Aeneas ("Aeneas") a Tennessee LLC corporation with offices located at 300 N. Cumberland St., Jackson, TN 38302-0277. In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Aeneas hereby agree as follows:

1. DEFINITIONS As used in this Agreement, the following terms shall have the meanings specified below:

1.1. 'Helpdesk', as used in this Agreement, refers to the Aeneas Technical Support department whose primary responsibility is to field trouble reports and resolve them in a timely manner.

1.2. Hosted Private Branch Exchange (PBX) refers to specialized network equipment and digital handsets. This equipment is provided to Client by Aeneas in order to supply Client offices with full telephone features and functionality including all features listed in Appendix B and attached Proposal of Services. Meanwhile, the equipment which handles all call processing is hosted and managed remotely at Aeneas' offices.

1.3. "Party" means either Client or Aeneas, and "Parties" means Client and Aeneas.

1.4. "PSA" means Professional Services Automation. A Professional Services Automation system is used to keep track of Trouble Tickets from initial opening to final resolution.

1.5. "Station", as used in this agreement, refers to the digital handset and other Hosted PBX related equipment located at Client's employee work area

1.6. "Trouble Ticket", as used in this Agreement, refers to the documented report generated each time a service affecting issue is reported to Aeneas by Client.

1.7. "Vendor" is defined for all purposes under this Agreement as an individual or company other than Aeneas who provides a service(s) to a department of the Client or the Client's organization as a whole.

1.8. "Confidential Information" is defined as any information or data disclosed by a Party (the 'Disclosing Party') to the other Party (the 'Recipient') with respect to a Relationship which (a) if in tangible form or other media that can be converted to readable form is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private when disclosed, or (c) by its very nature constitutes information of a type that any reasonable business person would conclude was intended by the Disclosing Party to be treated as proprietary, confidential, or private, regardless of whether such information was marked or identified as proprietary, confidential, or private. Confidential Information may include any business, technical, financial or strategic planning information which has been or may hereafter be provided by the Disclosing Party to the Recipient, including without limitation, financial condition, market share, patents, trademarks, trade names, trade secrets, inventions, copyrights, know-how, marketing, computer and security systems or other compilations of information which are used in the Disclosing Party's business and which give the Disclosing Party an opportunity to obtain an advantage over its competitors who do not know and/or do not use it (which includes, but is not limited to, data bases and data base management systems, software and software management, source code, customer and subscriber lists and other information relating to same, pricing or financial information, intangible property and other such information or intellectual property which is not in the public domain).

1.9. "Service Delivery" is defined as the installation, configuration, and successful testing of all equipment comprising the Aeneas Hosted PBX.

2. TERM This agreement shall remain in force for a period of 6 month(s) commencing on the Effective Date (the "Term"), and shall automatically extend thereafter for yearly term(s) (each a "Renewal Term") until this Agreement is terminated by either party by written notice given to the other party at least ninety (90) days prior to the expiration of the Term or Renewal Term. This agreement may be reviewed annually to address any necessary adjustments or modifications. Aeneas reserves the right to renegotiate the terms of this agreement in the event of changes imposed by government authorities concerning provisioning of said services. Billing will commence at the point Aeneas determines Network is at Aeneas' performance level.

3. SCOPE Aeneas agrees to install, manage, and maintain an Aeneas Hosted PBX with full features and functionality as requested by Client and outlined in Appendix B and attached Proposal of Services. Digital handsets as well as all other equipment listed in Appendix B and attached Proposal of Services will be owned by Aeneas and provided to Client as part of the Aeneas Hosted PBX unless otherwise purchased by Client. Aeneas will facilitate call processing for incoming and outgoing calls for this Aeneas Hosted PBX. This call processing will be handled remotely by Aeneas' equipment at their main location. Aeneas shall provide ongoing maintenance and support for all Aeneas owned hardware and equipment indicated in Appendix B and attached Proposal of Services provided to Client as part of the Aeneas Hosted PBX. Aeneas shall also provide ongoing monitoring and security at the network level for all Aeneas Hosted PBX equipment as indicated in Appendix B and attached Proposal of Services. In order to accomplish this in an appropriate manner, the Parties agree to the terms and conditions contained in this Agreement.

4. SERVICE SUPPORT Helpdesk support of Client's Aeneas Hosted PBX will be provided to the Client by Aeneas through remote means between the hours of 8:00AM – 11:00PM local time Monday through Friday, excluding public holidays. Aeneas Hosted PBX Monitoring Services will be provided 24/7/365. All Services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B and attached Proposal of Services.

4.1 Support and Escalation Aeneas will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated IT Contact Person, by phone to our Help Desk, or by email. Aeneas' escalation process is detailed in Appendix A. Emergency services performed outside of the hours of 8:00AM - 11:00PM local time Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B and attached Proposal of Services.

5. LIMITATIONS OF LIABILITY

5.1. Limitation of Liability Each party shall hold the other party harmless from and against any and all loss, liability, damage, and expense (including reasonable attorneys' fees) for damages to any property, or injury to or death of any person to the extent arising out of or caused by any act or omission of either party. The provision of this section shall survive the termination of service(s) and the term of this Agreement. Except in connection with breaches of confidentiality obligations, neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature, including but not limited to any lost profits, lost revenues, lost savings, loss or use of equipment, lost data, costs of substitute equipment, or harm to business. Each party hereby releases the other party, its subsidiaries, and affiliates, and their respective officers, directors, managers, employees, and agents from any such claim. Aeneas will not be liable for any harm or personal injury to Client personnel or customers resulting from any cause, other than Aeneas's gross negligence or willful misconduct. Aeneas is not liable for damage to, or loss of any of Client Equipment resulting from any cause, other than Aeneas' gross negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Client Equipment, or the total amount paid by Client to Aeneas for on month's service, whichever is lower. In no event will Aeneas be liable for any incidental, punitive, indirect, or consequential damages (INCLUDING BUT NOT LIMITED TO ANY LOST REVENUE OR LOST PROFITS OR FOR ANY LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE) or any other similar claims by Client or related to Client's business, even if Aeneas is advised of the possibility of such damages. Aeneas will not be liable for any damages or expenses incurred by Client as a result of any deficiency, error, or defect in Aeneas' service whether due to equipment, hardware, software or Aeneas' failure to correct the same. Notwithstanding anything to the contrary in this Agreement, Aeneas' maximum aggregate liability to Client related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Client to Aeneas for one month's service.

5.2 Force Majeure Neither party shall be held liable for any delay or failure in performance of all, or a portion of, the Services of any part of this Agreement from any cause beyond its reasonable control ("Force Majeure Event") and without its fault or negligence, including, but not limited to: acts of God, acts of civil or military authority, government regulations, fires, explosions, earthquakes, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

5.3 Indemnification Each party ("Indemnitor") shall hold the other party harmless from and against any and all loss, liability, damage, and expense (including reasonable attorneys' fees) for damages to any property, or injury to or death of any person to the extent arising out of or caused by any act or omission of Indemnitor. The provision of this section shall survive the termination of service(s) and the term of this Agreement. Except in connection with breaches of

confidentiality obligations, neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature, including but not limited to any lost profits, lost revenues, lost savings, loss or use of equipment, lost data, costs of substitute equipment, or harm to business. Each party hereby releases the other party, its subsidiaries, and affiliates, and their respective officers, directors, managers, employees, and agents from any such claim. Client will indemnify, defend and hold harmless Aeneas, its directors, officers, employees, affiliates and customers (collectively, the "Aeneas Covered Entities") from and against any and all claims, actions or demands brought against any of the Aeneas Covered Entities alleging: (a) any loss suffered by, damage to or injury of customer, customer's equipment or customer's representatives, employees or agents, which loss, damage or injury is caused by or otherwise results from acts or omissions by Client, Client representative(s), or Client's designees; (b) any personal injury suffer by any Client personnel arising out to such individual's activities related to the Services, unless such injury is caused by Aeneas' negligence or willful misconduct; of (c) any other damage arising from the Client Equipment or Client's business, (collectively, the "Client Covered Claims"). Client agrees to reimburse Aeneas for the expense and cost of handling such claims including, without limitation, legal fees.

5.4 Call Recording Aeneas makes available technology that offers our clients the ability to record incoming and outgoing telephone calls. If you choose to record telephone calls, you expressly agree and acknowledge that:

You authorize Aeneas to make incoming and outgoing call recordings on your behalf.

You make the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made of an call in accordance with the law;

You must notify your employee, contractor, officer, agent, authorized representative or other third party that their telephone conversation with a caller is being recorded by the Aeneas Call Recording system; and

Aeneas shall have no liability whatsoever in respect of any use made by you, your employee, contractor, officer, agent, authorized representative or other third party, of the recordings and its contents, and/or of any personal information.

You acknowledge and affirm Aeneas has no obligation to store, archive or retain any call recording data on your behalf or on the behalf of any third party.

You further agree to hold harmless and release Aeneas of any liability for the unavailability of any of your call recording data.

6. ONGOING MAINTENANCE SERVICES

6.1 Equipment Warranty Aeneas shall provide full warranty and support of all hardware and systems specified in Appendix B and attached Proposal of Services for the term of this Service Agreement with respect to the guidelines outlined herein:

6.1.1 All hardware and systems specified in Appendix B and attached Proposal of Services and owned by Aeneas will be backed for the duration of the contract term against hardware failure or defects. Aeneas will replace any and all equipment which suffers from a failure due to a hardware or manufacturer's defect as long as Client maintains a valid Aeneas Hosted PBX contract with Aeneas at no charge to client.

6.1.2 All hardware and systems specified in Appendix B and attached Proposal of Services and purchased by Client will be protected against hardware failure or defects according to manufacturer warranty, usually 1 (one) year.

6.1.3 Aeneas will offer warranty and support for all Aeneas owned hardware and systems specified in Appendix B and attached Proposal of Services for the term of this Agreement. This warranty will protect against normal wear and tear of Aeneas Hosted PBX equipment over time. Aeneas will repair or replace equipment which has a negative impact on effectively delivering Aeneas Hosted PBX services at no additional cost to Client. Client shall be responsible for repair or replacement of equipment which suffers from exceptional wear and tear or abuse at their own expense. Service Restoration Fee shall be no less than \$175 per station in need of restoration.

6.1.4 Client shall maintain a safe and secure environment for Aeneas equipment.

6.1.5 Client shall be responsible for maintaining appropriate insurance coverage for Aeneas equipment to protect against loss or damage.

6.1.6 Should a fire, flood, or other Force Majeure event at Client premises deem Aeneas owned hardware and equipment no longer serviceable; Client shall pay a Service Restoration Fee of no less than \$175 per station in need of restoration.

Under no circumstances does this warranty protect against hardware theft or vandalism. Client agrees to provide physical security for all Aeneas Hosted PBX hardware and equipment while Aeneas agrees to provide network security. The Client and Aeneas agree to setup and maintain network security policy restrictions on all Aeneas Hosted PBX hardware and software for duration of this Service Agreement upon request. Aeneas will not be responsible for the actions of third party vendors. Any and all damages or interruptions of service caused by third party vendors will not be covered under this agreement.

NO WARRANTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES ARE AT CLIENT'S OWN RISK. AENEAS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AENEAS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

6.2 Routine Maintenance Aeneas may from time to time suspend service for routine maintenance. Aeneas will give Client advanced notification of such maintenance and Aeneas shall use best efforts to ensure that such maintenance shall not interrupt service to Client or Client's end users. Maintenance shall be performed between the hours of 11:30PM - 6:00AM local time, except in cases where emergency maintenance is necessary and unavoidable. In the event of a need for emergency maintenance as much notice as practicable will be given.

6.3 Onsite Contacts Client shall provide Aeneas with a list of contact information for two employees to be designated as onsite IT Contacts for maintenance and escalation purposes. If Aeneas becomes aware of any service degradation, Aeneas will contact Client to determine whether a trouble ticket should be initiated. When Client believes a degradation or interruption in service has occurred, Client shall promptly report this to Aeneas via their designated IT Contacts and allow the resulting trouble ticket to be worked per the provisions of Appendix A.

7. SUITABILITY OF EXISTING ENVIRONMENT

In order for Client's existing environment to qualify for Aeneas' Hosted PBX, the following minimum requirements must be met:

- 7.1.** All stations must be within range of a dedicated CAT5 or better network patch cable which leads back to a network switch.
- 7.2.** All network ethernet switches must support Power over Ethernet (PoE) and Quality of Service (QoS).
- 7.3.** Client's IP connectivity to Aeneas must be symmetrical and no less than 1.54Mb
- 7.4.** Suitable temperature, humidity, and contaminant free environment not to exceed manufacturer specifications.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

8. EXCLUDED SERVICES Service rendered under this Agreement does not include:

- 8.1.** The support or cost of any parts, equipment, or shipping charges of any kind unless otherwise noted in Appendix B and attached Proposal of Services.
- 8.2.** The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind unless specifically noted in Appendix B and attached Proposal of Services.
- 8.3.** The cost of any Third Party Vendor or manufacturer Support or Incident Fees of any kind.
- 8.4.** The cost to bring Client's environment up to minimum standards required for Services.
- 8.5.** The cost of service and repair made necessary by the alteration or modification of equipment other than that authorized by Aeneas. This includes alterations, software installations, or modifications of equipment made by Client's employees or anyone other than Aeneas.
- 8.6.** Programming (modification of software code) and program (software) maintenance costs of any kind.
- 8.7.** The cost to remedy problems caused by Client Resources not under Aeneas management.

9. FEES AND PAYMENT SCHEDULE

Fees will be invoiced to Client on a Monthly basis, and will become due and payable upon the Service Delivery of the Aeneas Hosted PBX. The first month will include any additional one-time setup fees required to install services. *Your order constitutes your agreement with the terms of use and service found on our website: <http://www.aeneas.com>.

Refer to Appendix B and attached Proposal of Services for services covered by the monthly fee under the terms of this Agreement. For a full list of monthly fees refer to the attached Fees Schedule.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services should Aeneas agree to take on said Projects.

9.1 Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Aeneas for the state of use.

10. TERMINATION

This Agreement may be terminated by the Client upon ninety (90) days written notice if Aeneas:

10.1. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

10.2. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

10.3. Terminate or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

This Agreement may be terminated by Aeneas upon ninety (90) days written notice to the Client. If either party terminates this Agreement, Aeneas will assist client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Aeneas the actual costs of rendering such assistance.

10.4 Early Termination Fee Client understands that if Client cancels service prior to the end of a term Client will incur termination charges according to Terms of Service and Use, found at www.aeneas.com, including installation fees and charges to agreement end date, plus the reasonable cost of collection including, but not limited to, attorney fees and court costs excluding discounts as well as all waived install fees and/or reduced monthly fees as scheduled in attached Proposal of Services. In the event Client cancels a service order associated with this contract prior to activation of said service, Client agrees to pay all expenses incurred by Aeneas during this order process. The Courts of Madison County Tennessee have jurisdiction over all matters arising hereunder.

11. CONFIDENTIALITY

Aeneas and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use. The information presented in this contract is intended only for the person or entity to which it is addressed and contains confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities without the written permission of Aeneas is prohibited. Client agrees not to use or disclose Confidential Information without prior written authorization from Aeneas.

12. GOVERNING LAW

This Agreement is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies. It is agreed that each party shall obtain, file, and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by any governmental body or agency having jurisdiction over its business. It is agreed that this Agreement is being executed by Aeneas within the State of Tennessee, has become effective within the State of Tennessee, and shall be governed by and construed in accordance with the laws of the State of Tennessee. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

13. SEVEREABLTLY OF PROVISIONS

In the event any provision in this Agreement is held invalid, illegal or unenforceable, the unaffected provisions shall remain in full force and effect. The parties shall negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties. If the provision eliminated is a material provision and the parties are unable to negotiate a replacement provision, which reflects the original intent of the parties, either party may terminate the Agreement without liability or further obligation by providing thirty (30) days written notice to the other party.

14. ASSIGNMENT

Either party may assign its obligations under this Agreement with the prior written consent of the other party; such consent not to be unreasonably conditioned, delayed or withheld. Either party may also assign its right hereunder to an affiliate or a company which purchases all or substantially all of its assets ("Assignee") without the consent of the other party, but with no less than thirty (30) days' prior notice to the non-assigning party; provided that the Assignee agrees to be bound by all the terms and conditions of this agreement, including the Assignee's agreement to cure all prior defaults of the assigning party under this Agreement.

15. ENTIRE AGREEMENT

The terms contained in this Agreement and any other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by both Parties. Should a portion of this Agreement be deemed unenforceable it shall not nullify or affect the enforceability of any other portion of this Agreement.

16. ACCEPTANCE OF SERVICE AGREEMENT

This Service Agreement covers only those services and equipment listed in Appendix B and attached Proposal of Services. Aeneas must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in Appendix B and attached Proposal of Services at the signing of this agreement, if acceptable to Aeneas, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Client Signature _____ Authorized Aeneas Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

Date _____ Date _____

Key Provisions Checklist

Client agrees to share full access to all network equipment with Aeneas

Client shall notify Aeneas prior to relocating Aeneas Hosted PBX handsets. Client may not add, remove, or relocate Aeneas Hosted PBX equipment other than Aeneas Hosted PBX handsets.

Client agrees not to tamper with phone or switch settings, equipment, or software provided as part of this service agreement without proper training

Client agrees to report all service issues to the Aeneas Helpdesk via designated I.T. contacts and allow the trouble ticket which is created to be worked through the proper channels until final resolution

Client agrees to provide contact information for two staff members on site to be designated as I.T. contacts

Client agrees to hold mandatory training sessions for all staff members prior to installation of the Aeneas Hosted PBX system. Training will be led by Aeneas staff.

Client understands this agreement does not cover support for third party or proprietary software unless otherwise specified in Appendix B and attached Proposal of Services

Client authorizes Aeneas to make any necessary changes to the network in order to improve efficiency and effectively deliver services

Client understands any intentional or accidental damage to the network and its equipment will be viewed as vandalism and the cost of repair will not be covered by this agreement

Client must report any issues which may pose a threat to the health and integrity of the network to Aeneas immediately

Client agrees not to solicit any employee of Aeneas for employment, independent projects, or any other private work agreement

Client and Aeneas agree to maintain security policy restrictions on all hardware and software for the duration of this agreement

Services and equipment provided, but not specified in this contract, will be billed on an hourly basis

Client Signature_____

Date_____

Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 1 hour	ASAP-Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 hours	ASAP-Best Effort	4 hours
Limited degradation of service (small number of users or functions affected, business process can continue)	3	Within 4 hours	ASAP-Best Effort	24 hours
Small service degradation (business process can continue, one user affected)	4	Within 8 hours	ASAP-Best Effort	48 hours

Support Tiers The following table describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to resolve the most complex issues.

Appendix B

General	Frequency	Basic	Premium
Hardware and software changes	8am-11pm M-F	Yes	Yes
Aeneas Hosted PBX configuration changes	8am-11pm M-F	Yes	Yes
Co-operate with Third Party Vendors	Ongoing	Yes	Yes
Features and Services Provided	Frequency	Included	Included
Easy Automated Attendant	Ongoing	Yes	Yes
Premium Automated Attendant	Ongoing	Optional	Optional
Blacklists	As Needed	Yes	Yes
Call Detail Records	Ongoing	Optional	Optional
Call Forward on Busy	Ongoing	Yes	Yes
Call Forward on No Answer	Ongoing	Yes	Yes
Call Forward Variable	Ongoing	Yes	Yes
Call Monitoring	Ongoing	Yes	Yes
Call Parking	Ongoing	Yes	Yes
Call Retrieval	Ongoing	Yes	Yes
Call Routing (DID)	Ongoing	Yes	Yes
Call Transfer	Ongoing	Yes	Yes
Call Waiting	Ongoing	Yes	Yes
Caller ID	Ongoing	Yes	Yes
Caller ID Blocking	Ongoing	Yes	Yes
Caller ID on Call Waiting	Ongoing	Yes	Yes
Centrex Dialing	Ongoing	Yes	Yes
Conference Bridging	Ongoing	Yes	Yes
Do Not Disturb	Ongoing	Yes	Yes
E911	Ongoing	Yes	Yes
Interactive Directory Listing	Ongoing	Yes	Yes
Music on Hold	Ongoing	Yes	Yes
Privacy	Ongoing	Yes	Yes
Phone based Paging	Ongoing	Yes	Yes
Remote Call Pickup	Ongoing	Yes	Yes
Remote Office Support	Ongoing	Yes	Yes
Roaming Extensions	Ongoing	Yes	Yes
See Who's Available	Ongoing	Yes	Yes
<u>Un</u> Supervised Transfer	Ongoing	Yes	Yes
Supervised Transfer	Ongoing	Yes	Yes
Three Way Calling	Ongoing	Yes	Yes
Voicemail	As Needed	Yes	Yes
Voicemail to Email	As Needed	Yes	Yes
Voicemail Groups	As Needed	Yes	Yes
Voicemail Transfer w/Appended Message	As Needed	Yes	Yes
Visual and Stutter <u>Dialtone</u> Message waiting Indicator	As Needed	Yes	Yes
Web-Based Management (<u>CommPortal</u>)	Ongoing	Yes	Yes

Training sessions before install	2	Yes	Yes
MLHG Number (Basic Queue)	Ongoing	No	Yes
Premium Call Manager	Ongoing	No	Yes
Reminder Call Manager	Ongoing	No	Yes
Click to Dial (CommPortal)	Ongoing	No	Yes
Video Calling (Select phones only)	Ongoing	No	Optional
Call Me Buttons	Ongoing	No	Yes
Automatic Call Distribution (ACD Queues)	Ongoing	No	Optional
Live Message Screening	Ongoing	No	Optional
CommPortal Assistant	Ongoing	No	Optional
Call Recording	As Needed	Optional	Optional
System Management	Frequency	Included	
Manage Aeneas Hosted PBX hardware and software	Ongoing	Yes	Yes
Manage IP phone connectivity to Network Resources	Ongoing	Yes	Yes
Manage DSU/CSU and Wide Area Network connection	Ongoing	Yes	Yes
Maintain office connectivity to the internet and Aeneas Hosted PBX	Ongoing	Yes	Yes
24/7/365 Equipment Monitoring	Ongoing	Yes	Yes
Performance monitoring and evaluation	Ongoing	Yes	Yes
Security	Frequency	Included	
Check Aeneas Hosted PBX log files	As Needed	Yes	
Isolate Aeneas Hosted PBX traffic from Data traffic	Ongoing	Yes	
Monitor for unusual activity within the Aeneas Hosted PBX	Ongoing	Yes	
Alert Client to suspicious activity	Ongoing	Yes	
Service Support Fees		Rate	
Remote Support/Help Desk – 8am-11pm M-F – 9am-11pm SS		Included	
24x7x365 Network Monitoring		Included	
Remote Support/Help Desk – 11:01pm-7:59am M-S for Tier 1&2 issues		Included	
Remote Support/Help Desk – 11:01pm-7:59am M-F for Tier 3&4 issues		\$95/Hr	
Weekend or Holiday Support for Tier 1&2 issues		Included	
Weekend or Holiday Support for Tier 3&4 issues		\$175/Hr	
Onsite Labor (minimum of 1 hour)		\$95/Hr	
After Hours Onsite Labor (minimum of 1 hour)		\$150/Hr	

Admin	Ritter	Aeneas
Right of Way	\$1.50	
Internet	\$149.95	
VS Equipment	\$100.00	
VS Analog	\$31.50	
VS	\$123.00	
VS-Juanita	\$39.49	
VS-Debbie	\$39.49	
VS-Marc	\$39.49	
VS-Amanda	\$39.49	
Telephone Service	\$60.02	
Yearly:	\$623.93	\$297.50
	\$7,487.16	\$3,570.00

Fire	Ritter	Aeneas
Right of Way	\$1.50	
Internet	\$0.00	
VS Equipment	\$15.00	
VS Analog-Main	\$23.00	
VS Analog-Blaydes	\$99.50	
Cable TV	\$126.96	
VS-McMillian	\$39.49	
Telephone Service	\$69.97	
VS-(3 Phones) Main	\$84.98	
VS- (3 Phone) Blaydes	\$139.98	
	\$600.38	
Fire Station #3		\$269.55
Fire Station #1		\$254.65
TV: Streaming Service		\$70.00
Yearly:	\$7,204.56	\$7,130.40

PW	Ritter	Aeneas
Right of Way	\$2.00	
Internet	\$109.98	
VS Equipment	\$14.00	
VS	\$1.50	
VS-Rachel	\$39.49	
VS-Haley	\$39.49	
VS- Drive Thru	\$39.49	
VS-Harvey	\$39.49	
VS-Natalie	\$39.49	
Internet	\$93.94	
Telephone Service	\$55.47	
	\$472.34	
Cobb Avenue		\$199.70
Town Hall		\$238.00
Yearly	\$5,668.08	\$5,252.40

Codes	Ritter	Aeneas
Internet	\$0.00	
VS-Jessie	\$89.49	
VS Mark D	\$39.49	
	\$128.98	\$109.06
Yearly:	\$1,547.76	\$1,308.72

Parks	Ritter	Aeneas
Right of Way	\$0.50	
Internet	\$0.00	
VS-Dorothy	\$39.49	
VS-Maggie	\$39.49	
Telephone Service	\$76.17	
	\$155.65	
Walker Park	NEW	\$139.85
Nancy Lane Park	NEW	\$139.85
Town Hall		\$119.00
Yearly:	\$1,865.80	\$398.70
		\$4,784.40

Police	Ritter	Aeneas
Right of Way	\$2.50	
Internet	\$123.94	
VS Equipment	\$20.00	
Cable TV	\$29.15	
VS-(2 Phones)	\$93.17	
VS-(11 Phones)	\$402.40	
	\$671.16	
Phone/Internet		\$414.20
TV: Streaming Service		\$70.00
Yearly:	\$8,053.92	\$5,810.40

Total Current: \$2,652.44
Total New: \$2,321.36
(Includes adding \$279.70 in Parks)
(Streaming service \$70 range)

Aeneas One Time Charge:	
Admin	\$336.60
Codes	\$134.50
Parks	\$134.60
PW	\$394.20
Fire	\$437.50
Police	\$562.50
Brad	\$1,000.00
TOTAL:	\$2,999.90

November 10, 2022
Exhibit G

(New Rack & Install)

November 10, 2022

Exhibit H

RESOLUTION No.

A RESOLUTION AUTHORIZING THE ORGANIZATION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ATOKA, TENNESSEE

WHEREAS, cities are authorized under Section 7-53-101 et. seq. of the Tennessee Code Annotated to organize industrial development organizations to promote industry and develop trade; and

WHEREAS, the Town of Atoka finds that it is wise, necessary, and advisable that such a corporation be formed; and

WHEREAS, the Town of Atoka seeks to promote industry and trade in order to provide added job opportunities for its people; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Atoka that the Board hereby authorizes Amanda Harris, Gaetano Critelli, Jr., and Anna Kate Curlin incorporators to form a public corporation as provided for in Tennessee Code Annotated § 7-53-101 et seq. and to register its certificate of incorporation with the Secretary of State; and approves the certificate of incorporation proposed for the corporation.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee the 10th day of November, 2022.

Mayor

Attest:

Town Recorder

CERTIFICATE OF INCORPORATION OF THE INDUSTRIAL
DEVELOPMENT BOARD OF THE TOWN OF ATOKA, TENNESSEE

1. The name of the applicants to this Certificate of Incorporation are as follows:

Amanda Harris
Address: 64 Coffeetree Cove, Atoka, TN 38004

Gaetano Critelli, Jr.
Address: 503 Beverly Drive, Atoka, TN 38004

Anna Kate Curlin
Address: 162 Hawthorn Lane, Atoka, Tn. 38004

November 10, 2022

Exhibit H

Each of the applicants is an elector of and taxpayer in the Town of Atoka, Tennessee.

2. The name of the corporation is THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF ATOKA, TENNESSEE.

3. Permission to organize this corporation was granted by resolution duly adopted by the Board of Mayor and Aldermen, the governing body of said municipality, on the ___ day of November, 2022.

4. The corporation's registered office is the Town of Atoka, 334 Atoka-Munford Avenue, Atoka, TN 38004. The corporation's registered agent at that office is Marc Woerner.

5. The purpose for which the corporation is proposed to be organized are as follows:

a. To acquire, sell, lease and dispose of properties to the end that the corporation may be able to promote industry and develop trade by inducing manufacturing, industrial, and commercial enterprises to locate and/or expand in and near the Town of Atoka.

b. To do and perform any and all acts as set forth and authorized in Section 7-53-101 et. seq. of the Tennessee Code Annotated.

6. The corporation shall have a Board of Directors consisting of seven (7) members, all of whom shall be duly qualified electors of and taxpayers in the Town of Atoka.

7. The corporation shall have a perpetual existence unless sooner dissolved in accordance with statutory provisions.

We, the undersigned, apply to the State of Tennessee, by virtue of the laws of the land, for a Certificate of Incorporation for the purposes declared in the foregoing instrument.

WITNESS OUR HANDS this _____ day of _____, 2022.

Amanda Harris

Guy Critelli

Anna Kate Curlin

STATE OF TENNESSEE
COUNTY OF TIPTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Amanda Harris with whom I am personally acquainted and who, upon being duly sworn according to law, acknowledged that she executed the within application for a Certificate of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal in Atoka, Tennessee,
this the _____ day of November, 2022

Notary Public

SEAL

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 Gaetano Critelli, Jr. with whom I am personally acquainted and who, upon being duly sworn according to law, acknowledged that he executed the within application for a Certificate of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal in Atoka, Tennessee,
this the _____ day of November, 2022

Notary Public

SEAL

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 Anna Kate Curlin with whom I am personally acquainted and who, upon being duly sworn according to law, acknowledged that she executed the within application for a Certificate of Incorporation for the purposes therein contained and expressed.

Witness my hand and official seal in Atoka, Tennessee,
this the _____ day of November, 2022

Notary Public

SEAL

My Commission Expires:

RESOLUTION NO. _____**Exhibit I****A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE STATE OF TENNESSEE VIOLENT CRIME INTERVENTION FUND.**

WHEREAS, on Tuesday, October 11, 2022, Bill Lee, Governor of Tennessee announced a one time, \$100 million dollar addition to the FY 22-23 state budget designating those funds to support local law enforcement efforts to reduce violent crime in towns across the State of Tennessee; and

WHEREAS, the state Department of Finance and Administration's Office of Criminal Justice Program (OCJP) gathered violent crime statistics from every locality over the last three years (2019, 2020, and 2021) stats that came from the TBI's Tennessee Incident-Based Reporting System and producing an estimated figure for funds availability for Atoka at approximately \$90,000; and

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for these one time, no match funds, for 2023 Fiscal Year, for the purpose to provide support to local law enforcement in developing and implementing proven public safety strategies to deter violent crime in the Town of Atoka; and

WHEREAS, the Town of Atoka will not have to provide local financial support in conjunction with this grant as this is a one-time grant that is government funded by the state level; 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 or its designee 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 State of Tennessee's OCJP, requesting State of Tennessee Fiscal Year 2023 funds for personnel and/or equipment that will help with the purpose of reducing violent crime by the above-mentioned application of these grant funds. These funds/equipment will be available to officers 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 Mayor and Aldermen of the Town of Atoka, Tennessee this 10th day of November 2022.

W. Daryl Walker - Mayor

ATTEST:

Debbie Pickard - Town Recorder

November 10, 2022

Exhibit J

RESOLUTION NO. _____

A RESOLUTION APPROVING MUNICIPAL TECHNICAL ADVISORY SERVICES TO CODIFY AND REVISE THE ORDINANCES FOR THE TOWN OF ATOKA

WHEREAS, the Town of Atoka Code of Ordinances have not been renewed since 1992. The recommended renewal is every 10 years with updates recommended every 1-2 years; and

WHEREAS, the Town of Atoka, Code of Ordinances have not been updated since 2018; and

WHEREAS, the Town of Atoka, Board of Mayor and Alderman desires to have the Town of Atoka, Code of Ordinances up to date;

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

SECTION 1. The Municipal Technical Advisory Service is hereby requested to codify and revise the ordinances of the Town of Atoka at the earliest possible date.

SECTION 2. The Town of Atoka agrees to pay the Municipal Technical Advisory Service Ninety-three hundred dollars (\$9,300.00) for the codification and revision of its ordinances based on their current population of Ten Thousand and Eight (10,008). Fifty percent (50%) of the cost will be paid when the ordinances are requested for codification and the remaining fifty percent (50%) will be paid upon delivery of the first draft of the municipal code.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 10th day of November 2022.

Mayor Walker

ATTEST:

Town Recorder



MEMORANDUM

November 10, 2022

Exhibit K

To: Honorable Mayor Daryl Walker & Board of Aldermen

From: Marc Woerner, Town Administrator

Re: Bid Award Recommendation – Residential Solid Waste Collection

Currently, the Town provides the service to approximately 3,000 residential addresses and provides approximately 150 additional carts for multi-cart locations.

On October 14, 2022, the Town issued a call for bids for the Residential Solid Waste Collection. Bid specifications were provided to vendors and the Town received two (2) bids by the bid closing date. The call for bids included an alternate service option for weekly curbside recycling with an opt in/opt out provision.

All bids received met the bid specifications. Acceptable base bids ranged from \$15.00 to \$21.95 per month per customer for the first year of service. Both contractors also submitted pricing on the weekly curbside bid alternative. As you know, global recycling markets have dramatically changed over the last several years creating difficulties in disposing of recycling materials. Both bids provided a charge to the town whether customers opted in or opted out of the service. Essentially, the town could be paying for recycling services even if customers were not receiving the service. For this reason, there will not be a recommendation to award curbside recycling services.

Staff recommends awarding the bid for Residential Solid Waste Collection and Disposal Services to Republic Services of Memphis in the amount as follows beginning January 1, 2023.

Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
\$ 15.00	\$ 15.68	\$ 16.38	\$ 17.12	\$ 17.89

TOWN OF ATOKA

Residential Solid Waste Collection and Disposal Services Bid Tabulation

Bids Due : Novmmember 4, 2022 @ 3 p.m.

Vendor	Location	Submittal Date	Previous Vendor	Solid Waste				
				Year 1	Year Two	Year 3	Optional Year 4	Optional Year 5
Republic Services	Memphis, Tennessee	11/4/2022	Yes	\$ 15.00	\$ 15.68	\$ 16.38	\$ 17.12	\$ 17.89
Waste Pro of Tennessee	Southhaven, Tennessee	11/4/2022	Yes	\$ 21.95	\$ 23.05	\$ 24.20	\$ 25.41	\$ 26.68

Bid Alternate Recycling Option*				
Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
\$ 6.95	\$ 7.26	\$ 7.59	\$ 7.93	\$ 8.29
Republic Services	*based on all residents paying for the service			
Waste Pro of Tennessee	* based on 1,000 minimum participation			
	* recycling as-is alternate proposal			
\$ 15.20	\$ 16.72	\$ 18.39	\$ 20.23	\$ 22.25
\$ 10.58	\$ 11.64	\$ 12.80	\$ 14.08	\$ 15.49

Additional Cart Charge				
Year One	Year Two	Year Three	Optional Year 4	Optional Year 5
\$ 8.50	\$ 8.88	\$ 9.28	\$ 9.70	\$ 10.14
\$ 14.51	\$ 15.24	\$ 16.00	\$ 16.80	\$ 17.64
Republic Services				
Waste Pro of Tennessee				

November 10, 2022

Exhibit K

RESOLUTION NO. _____

Exhibit K

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND REPUBLIC SERVICES OF MEMPHIS FOR THE ATOKA RESIDENTIAL SOLID WASTE COLLECTION PROGRAM.

WHEREAS, Section 4, paragraph 13 of the Atoka Private Act Charter authorizes the Town to make contracts with any person, firm, association or corporation for public utilities, public services to be furnished the Town and those therein; and

WHEREAS, the Town of Atoka, Tennessee issued a call for bids to provide residential solid waste collection and disposal services in accordance with the Town's purchasing and bidding policies and has established, by ordinance, an exclusive franchise unto itself to provide for residential solid waste collection within the municipal boundaries; and

WHEREAS, the Town has accepted a bid submitted by Republic Services of Memphis for the provision of residential solid waste collection and disposal in accordance with the Atoka Private Act Charter and the Atoka Municipal Code of Ordinances.

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 Republic Services of Memphis 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 10th day of November 2022.

Mayor

ATTEST:

Town Recorder

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2022 by and between the Town of Atoka, Tennessee, a Municipal Corporation of Tipton County, Tennessee, (hereinafter called the "Town"), and:

_____ (Hereinafter called "Contractor").

W I T N E S S E T H:

WHEREAS, the Contractor did on the ____ day of _____, 2022, submit a Proposal to provide Residential Solid Waste Collection and Disposal Services within the Town and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted a contract for services within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid Waste Collection and Disposal Services as specified and to perform all of the work called for and described in the Contract Documents. For the duration of term of this Contract, the Contractor shall be the exclusive provider of the services received by the Town under this Contract.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals
 - b. The Instructions to Bidders
 - c. The Contractor's Proposal
 - d. The General Specifications
 - e. The resolution of the Town ordering or authorizing the work and services contemplated herein
 - f. The Performance Bond
 - g. This instrument

- h. Any addenda or changes to the foregoing documents agreed to by the parties hereto
- 3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
- 4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
- 5. A failure to perform, under the terms listed in the Contract Documents, by either the Town or the Contractor, shall constitute a breach of this agreement. Should the Contractor allege a breach of this Contract, the reasons shall be conveyed to the Town, who shall have a reasonable period (at least 60 days) to cure any breach. If, after such period, the Town remains in breach of this agreement, Contractor shall have the option to terminate this Contract. Should the Town allege a breach of this Contract, the reasons shall be conveyed to the Contractor, who shall have a reasonable period (at least 60 days) to cure any breach. If, after such period, the Contractor remains in breach of this agreement, the Town shall have the option, at its sole discretion, to terminate this Contract.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto
affix our signatures and seals at _____, _____, as of this ____ day of
,_____, 2022.

TOWN OF ATOKA, TENNESSEE

A Municipal Corporation of

Tipton County, Tennessee

By: Town of Atoka
Mayor _____

and: Town of Atoka
Town Recorder _____

SEAL OF THE TOWN OF
ATOKA, TENNESSEE

ATTEST:

By: _____
"Contractor"

SEAL

ORDINANCE _____**AN ORDINANCE AMENDING TITLE 17, CHAPTER 1, SECTION 17-108 OF THE ATOKA MUNICIPAL CODE OF ORDINANCES RELATING TO SERVICE USER FEES.**

WHEREAS, Section 4, paragraph 12 of the Atoka Private Act Charter authorizes the Board of Mayor and Aldermen to grant a franchise to the Town for the provision of public utilities and public services to the Town and those therein; and

WHEREAS, Section 4, paragraph 19 of the Atoka Private Act Charter authorizes the Town to collect and dispose of drainage, sewage, ashes, garbage, refuse or other waste, or license and regulate their collection and disposal, and the cost of collection, regulation, or disposal may be funded by taxation, special assessment to the property owner, user fees or other charges; and

WHEREAS, the Town of Atoka has determined that residential refuse collection fees are necessary for sound financial operations.

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

SECTION 1. Title 17, Chapter 1, Section 17-108 (3) of the Atoka Municipal Code is repealed and replaced with:

(3) Fees. The following monthly rates and fees shall be charged to solid waste customers and shall take effect on the dates below for each calendar year:

Residential Solid Waste (first cart):

January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026 Option	January 1, 2027 Option
\$ 20.55	\$ 21.23	\$ 21.93	\$ 22.67	\$ 23.44

Each additional cart:

January 1, 2023	January 1, 2024	January 1, 2025	January 1, 2026 Option	January 1, 2027 Option
\$ 13.00	\$ 13.38	\$ 13.78	\$ 14.20	\$ 14.64

SECTION 2. Title 17, Chapter 1, Section 17-108 (5) of the Atoka Municipal Code is amended to read as follows:

Residential Curbside Recycling – ~~\$4.00~~ *Not offered at this time.*

SECTION 3. This Ordinance shall become effective on January 1, 2023, 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 10th day of November 2022.

PASSED at the Second Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 13th day of December 2022.

W. Daryl Walker, Mayor

ATTEST:

Town Recorder

PERMIT INFORMATION											
Building Permit - Commercial		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
			6	1	1						8
Building Permit - Industrial											0
Building Permit - Residential - Addition		2	2								4
Building Permit - Residential - New Build		2	5								7
Building Permit - Residential - Upstairs Finish		1	1	3	2						7
Misc Permit - Accessory Structure		3	10	7	2						22
Misc Permit - Detached Garage		1		11							12
Misc Permit - Fence Permit		9	12	17	21						59
Misc Permit - Pool Permit		2	6	5	2						15
Misc Permit - Sign Permit		1	2	3	1						7
TOTAL PERMIT INFORMATION		21	44	47	29	0	0	0	0	0	141

CERTIFICATE OF OCCUPANCY											
Certificate of Occupancy - Commercial		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
		1	2		1						4
Certificate of Occupancy - Industrial											0
Certificate of Occupancy - Residential		11	7	14	8						40
TOTAL CERTIFICATE OF OCCUPANCIES		12	9	14	9	0	0	0	0	0	44

BUILDING INSPECTIONS											
Form Board / Set Back Inspection		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
		3	2	6	2						13
Footing Inspection											0
Plumbing Inspection		5	5	6	3						19
Sheathing Inspection		4	4	2	5						15
Brick Ties Inspection		4	6	5	1						16
Framing Inspection		11	15	7	12						45
Insulation Inspection		9	4	10	5						28
TOTAL BUILDING INSPECTIONS		36	36	36	28	0	0	0	0	0	136

CODE ENFORCEMENT ACTIONS											
Municipal Court Citations		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
				1	6						7
Property Maintenance Complaints - Closed		39	48	48	38						173
Property Maintenance Complaints - Received		7	19	73	10						109
TOTAL CODE ENFORCEMENT ACTIONS		46	67	122	54	0	0	0	0	0	289

PERMIT FEES											
Collected Fees		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	TOTAL
		\$3,366	\$6,139	\$3,802	\$2,504						\$15,812
TOTAL PERMIT FEES		\$3,366	\$6,139	\$3,802	\$2,504	\$0	\$0	\$0	\$0	\$0	\$15,812

COMMENTS

Temporary Permits: (Fireworks, Temporary signs, etc..) Fiscal Year: Backwash Pit-7

Atoka Fire Department

Atoka, TN

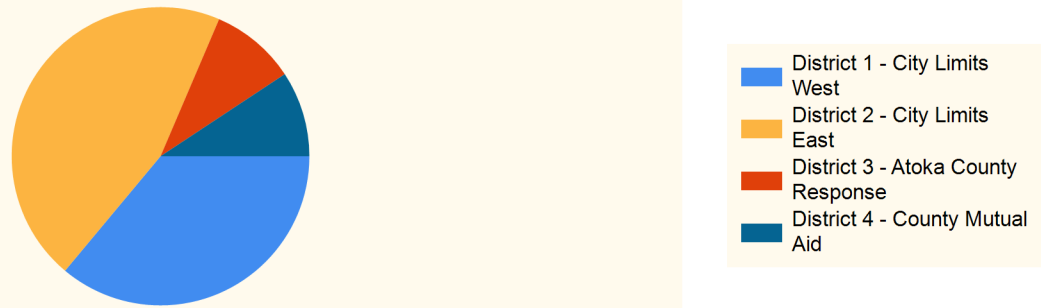
This report was generated on 11/1/2022 8:04:29 AM



Count of Incidents by Incident Type per Zone

Incident Status: Reviewed | Start Date: 10/01/2022 | End Date: 10/31/2022

% of Incidents per Zone



INCIDENT TYPE	# INCIDENTS	% of TOTAL
District 1 - City Limits West		
118 - Trash or rubbish fire, contained	1	1.03%
131 - Passenger vehicle fire	1	1.03%
321 - EMS call, excluding vehicle accident with injury	22	22.68%
322 - Motor vehicle accident with injuries	3	3.09%
442 - Overheated motor	1	1.03%
444 - Power line down	1	1.03%
445 - Arcing, shorted electrical equipment	1	1.03%
554 - Assist invalid	2	2.06%
611 - Dispatched & cancelled en route	3	3.09%
Zone: District 1 - City Limits West Total Incident:	35	36.08%
District 2 - City Limits East		
111 - Building fire	1	1.03%
116 - Fuel burner/boiler malfunction, fire confined	1	1.03%
321 - EMS call, excluding vehicle accident with injury	29	29.90%
511 - Lock-out	1	1.03%
542 - Animal rescue	1	1.03%
553 - Public service	1	1.03%
554 - Assist invalid	1	1.03%
611 - Dispatched & cancelled en route	4	4.12%
622 - No incident found on arrival at dispatch address	1	1.03%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.03%
733 - Smoke detector activation due to malfunction	1	1.03%
735 - Alarm system sounded due to malfunction	1	1.03%
743 - Smoke detector activation, no fire - unintentional	1	1.03%
Zone: District 2 - City Limits East Total Incident:	44	45.36%
District 3 - Atoka County Response		
113 - Cooking fire, confined to container	1	1.03%

Report shows count of incidents for Status selected.



321 - EMS call, excluding vehicle accident with injury	5	5.15%
322 - Motor vehicle accident with injuries	1	1.03%
611 - Dispatched & cancelled en route	2	2.06%
Zone: District 3 - Atoka County Response Total Incident:	9	9.28%
District 4 - County Mutual Aid		
142 - Brush or brush-and-grass mixture fire	3	3.09%
321 - EMS call, excluding vehicle accident with injury	1	1.03%
324 - Motor vehicle accident with no injuries.	1	1.03%
611 - Dispatched & cancelled en route	4	4.12%
Zone: District 4 - County Mutual Aid Total Incident:	9	9.28%
TOTAL INCIDENTS FOR ALL ZONES:	97	100%

Report shows count of incidents for Status selected.

Atoka Fire Department

Atoka, TN

This report was generated on 11/1/2022 8:03:33 AM



Completed Inspections for Inspector for Date Range

Inspector: All Inspector(s) | Start Date: 10/01/2022 | End Date: 10/31/2022

ID	OCCUPANCY	ADDRESS	INSPECTED
53	BD Novelty and Vape Shop	114 Atoka Munford AVE	10/03/2022
74	Hotworx	11680 Highway 51	10/05/2022
76	APC Storage	149 Rosemark RD	10/07/2022
50	Atoka-Idaville Family Health	5847 Atoka Idaville RD	10/11/2022
77	USA Karate Atoka	10992 Highway 51	10/11/2022

Only Completed and Locked inspections included for the Inspector and Date Range selected. Report only displays one inspection per Occupancy per date.



emergencyreporting.com
Doc Id: 1177
Page # 1 of 1

Atoka Fire Department

Atoka, TN



This report was generated on 11/1/2022 7:59:10 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: 10/01/2022 | End Date: 10/31/2022

	CLASS COUNT	TOTAL CLASS HOURS	COUNT OF PEOPLE	TOTAL MAN HOURS
Company Training (ISO)	39	93:30	98	240:00
Driver Operator Training (ISO)	3	6:00	9	18:00
Facility Training (ISO)	3	24:00	11	88:00
HazMat Training (ISO)	10	80:00	10	80:00
TN Fire Commission State Pay In-service	3	24:00	13	104:00
GRAND TOTALS:	58	227:30	141	530:00

This report lists the actual count of Reviewed classes and the class hours, and the number of people who attended those classes and the total Man Hours for each Class Category. This report pulls training hours from the Training Code Hours field on the Info Page.

Atoka Parks and Recreation
November Monthly Report- Calendar Year 2022-2023

Program/League Information						Special Event Information								
Description		Participants		Program Cost		Fees Collected		Description			This Year	Last Year	Event Cost	Fee/Donations Collected
		Summer-Y-Space Camp		16				Pop-Up Farmer's Market- July	5	N/A	\$350.00		\$50.00	
		Summer-Y-Challenger-Soccer Camp		22				Pop-Up Farmer's Market- August	4	N/A		0	\$40.00	
		Summer-Y-Lego 1 Camp		16				Pop-Up Farmer's Market- Sept.	3	N/A		0	\$30.00	
		Summer-Y-Lego 2 Camp		17				Pop-Up Farmer's Market- Oct.	8	N/A		0	\$80.00	
		Summer-Y-Summer-Adventure Camp		19				Pop-Up Farmer's Market- Nov.		N/A				
		Summer-Y-Art Camp	20	16	\$710.00	\$1,560.00		Rock the Block-August	est. 2,000	est. 2,000	\$16,995.21		\$140.00	
		Summer-Y-Blast Ball/Tball		173				Autumn in Atoka	est 500	est. 500+	TBA		\$1,940.00	
		Fall-Y-Soccer Camp	16	39	\$0.00	\$650.00		Safe Night Out						
		Fall-Y-AYSO-Soccer	247	279	TBA	\$18,230.00		Halloween Decorating- October	13	7	\$30.00		\$0.00	
		Spring-Y-AYSO-Soccer		297				Veteran's Ceremony-November		est. 50				
		Fall-Y-REC-Softball	319	325	TBA	\$27,897.00		Tree Lighting-December		400+				
		Spring-Y-FASA-Softball		368				Santa's Ride-Meet/Greet-December		100+				
		Winter-Y-Little Sports		8				Christmas Decorating-December		9				
		Summer-Y-Little Sports		25				Easter-Bunny Brunch-April		74				
		Summer-A-Softball	13	9	\$3,828.41	\$5,380.00		Food Truck Festival-May		46				
		Fall-Y-Art Class	21	20	TBA	\$1,805.00		BBQ Fest- April		59 teams				
		Spring-Y-Art Class		32				Cops & Bobbers-May		158				
Concession Sales														
Description		Current This Year	Current Year	Last Year	Current FYTD	Last FYTD								
Nancy Lane Park		\$6,866.78	\$8,664.71		\$19,575.96	\$19,752.00								
Walker Park		\$205.36	\$728.50		\$7,209.92	\$9,305.87								
Rentals														
Description		Current This Year	Current Year	Last Year	Current FYTD	Last FYTD								
Splash Pad-Regular		N/A	N/A		\$1,400.00	\$1,440.00								
Splash Pad-Private		N/A	N/A		\$850.00	\$1,700.00								
Softball Fields		\$10.00	\$0.00		\$1,995.00	\$85.00								
Other Facilities		\$200.00	\$0.00		\$470.00	\$0.00								
Citizen Service/Park Maintenance														
Description		Current This Year	Current Year	Last Year	Current FYTD	Last FYTD								
Q-Alert Service Request-Closed		3	2		8	6								

Current Activities: Soccer finished up Oct. 30th. Softball finishes with a end of season tournament on the 5th. Fall Art Class ended October 25th. Fall/Winter Teen Nights and Tiny Tykes will continue through December. Safe Night Out had 495 cars and over 1,100 bags were handed out. Halloween Decorating Contest Winners were: 1st- 60 Nugget Lane, 2nd- 116 Ellen Cove, 3rd-761 Duncan.

Upcoming Registrations: Christmas Home Decorating Contest

Upcoming Events: Veteran's Day Ceremony- Nov. 11th at 8am located at Adkison Park, Daffodil Planting-Nov. 12th at 9am located on the Greenway Trail, Tree Lighting- Nov. 29th at 6:30pm located at Adkison Park. Santa's Ride Night 1- Dec. 9th starting at 6:30pm. A Merry Meet-N-Greet- Dec. 10th from 11am-2pm located at Nancy Lane Park. Santa's Ride Night 2- Dec. 10th

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Atoka Police Department

68 Atoka - McLaughlin Drive



TN Incident Based Reporting System - Part 1 Crimes			
Town of Atoka	365 Days		
10/30/2022	2021	2022	+/-/=
Assault-Agg(All)	8	17	9
Assault-Agg	4	5	1
Assault-Agg DV	3	12	9
Child Abuse Agg	1	0	-1
Auto Thft	6	2	-4
Bur-Non-res	3	0	-3
Bur-Residential	7	4	-3
Bur-Bus	2	2	0
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	46	33	-13
Shoplift Fel	0	4	4
Shoplift Misd	1	9	8
Th Build	4	1	-3
Th Fr M/V	7	5	-2
Th Veh Parts	5	2	-3
Th Other Trailer	7	1	-6
Other Th/Non-Specific	22	11	-11
Rape	0	1	1
Robbery-Bus	0	0	0
Robbery-Per	0	1	1
Robbery-In	0	1	1
Carjacking	0	0	0
Part 1 Totals	72	60	-12



Atoka Police Department

68 Atoka - McLaughlin Drive



	Additional Crimes & Statistics		
Town of Atoka	Year to Year Comparison		
10/30/2022	2021	2022	+/-/=
Fraud	7	7	0
ID Theft	2	2	0
Credit Card	2	0	-2
Swindle / Scheme	3	5	2
Counterfeit / Forgery	5	5	0
Weapons	3	0	-3
MV Crash	203	189	-14
Injury	38	38	0
Hit and Run	13	18	5
Property damage	190	133	-57
Drugs / Narcotics	12	27	15
Felony	5	9	4
Misdemeanor	6	13	7
Driving under Influence	1	5	4
Additional Totals	230	228	-2
Misc Reports	253	257	4
Bus and Res Alarms	217	186	-31
Calls for Service	5,870	7,021	1,151

Atoka Public Works

Monthly Report - Calendar Year 2022

CUSTOMER ACCOUNTS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW ACCOUNTS OPENED	13	18	13	30	20	30	20	22	22	23			211
EXISTING ACCOUNTS CLOSED	5	6	3	11	7	7	9	9	5	5			67
NET CHANGE - CUSTOMER ACCOUNTS	8	12	10	19	13	23	11	13	17	18	0	0	144

SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	31	30	45	33	40	37	25	39	33	35			348
TOTAL SEWER SERVICE ISSUES	31	30	45	33	40	37	25	39	33	35	0	0	348

SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	15	19	16	20	31	29	30	34	26	22			242
MISSSED COLLECTIONS	52	40	105	54	46	56	75	123	130	131			812
DAMAGED / REPLACED CANS	9	8	8	9	11	11	7	7	2	3			75
OTHER / TRASH	9	43	24	13	10	14	9	12	11	12			157
TOTAL SOLID WASTE SERVICE ISSUES	85	110	153	96	98	110	121	176	169	168	0	0	1286

WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	2	1	4	2	3	1	0	3	1	1			18
METER SET - AUXILIARY SERVICE	1	0	0	1	2	3	5	0	1	0			13
METER MAINTENANCE	1	3	3	2	0	0	0	12	7	6			34
METERS REPLACED/ Antenna Added	1	2	10	1	50	0	0	2	2	1			69
ADJUSTMENTS	0	1	3	0	2	1	3	1	3	8			22
LATE PAYMENTS	653	662	646	569	633	541	646	624	660	559			6193
NON-PAYMENT DISCONNECTION	61	111	96	62	72	81	77	75	82	87			804
TOTAL WATER SERVICE ISSUES	719	780	762	637	762	627	731	717	756	662	0	0	7153

WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	163	209	197	151	202	237	228	237	199	200			2023
SEWER	87	74	63	71	73	76	70	86	70	50			720
DITCHES, OTHER ISSUES	40	259	130	64	135	58	80	108	106	102			1082
UTILITY LOCATES	71	132	134	139	153	125	86	179	168	169			1356
TOTAL WORK ORDERS	361	674	524	425	563	496	464	610	543	521	0	0	5181

WASTE PRO QUARTERLY COLLECTION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WASTE COLLECTED													0

BILLING INFORMATION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ACH ACCOUNTS	432	440	460	463	473	481	486	493	495	494			4717
E-BILL ACCOUNTS	1161	1175	1179	1180	1185	1195	1201	1202	1222	1235			11935
SOLID WASTE CUSTOMERS	2931	2935	2942	2948	2957	2967	2977	2984	2993	3000			29634
RECYCLING CUSTOMERS	2317	2324	2325	2331	2344	2355	2349	2355	2365	2372			23437

COMMENTS