



Board of Mayor and Aldermen

Meeting Agenda

Town Hall
334 Atoka-Munford Avenue

Tuesday, July 12, 2022
7:00 p.m.

Invocation & Pledge of Allegiance

I. Call to Order & Roll Call

II. Minutes

- a. Regular Board Meeting – June 14, 2022 Exhibit A

III. Reports

- a. Financial Report ♦ Exhibit B
 - 1. Sales Tax Report

IV. Old Business

- 1. Ordinance – Final Consideration - Adopting a Business License Privilege Tax Exhibit C
- 2. Ordinance – Final Consideration – Amending Title 3 Municipal Court Exhibit D
- 3. Ordinance – Final Consideration – Amending Title 11 Municipal Offenses Exhibit E
- 4. Ordinance – Final Consideration – Amending Title 15 Motor Vehicle Traffic Exhibit F

V. New Business

- a. Presentation - Oath of Office – Firefighter/BEMT – Hayden Kirkdoffer
- b. Ordinances & Resolutions
 - 1. Resolution – Approval of Developer Agreement & Construction Checklist Exhibit G
 - 2. Resolution – Approval of Occupancy Tax Collection Reporting Form Exhibit H
 - 3. Resolution – Approving Submission – Grant Application – Public Entity Exhibit I
 - 4. Resolution – Approving Submission – Grant Application – STEMC Exhibit J
 - 5. Resolution – Approving Submission – Grant Application – Firehouse Subs Exhibit K
- c. Miscellaneous Items
 - 1. Records Destruction Request – Police Department and Utilities Department Exhibit L
 - 2. Approval of Summer and Fall Events Exhibit M

VI. Departmental Reports

- a. Code Enforcement
- b. Fire Department Chief Posey
- 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 July 12, 2022

1. **Exhibit A – Board Meeting Minutes** - The minutes from the Board's regular monthly meeting in June are included for review and approval.
2. **Exhibit B – Financial Reports** – The monthly report detailing fiscal year financial performance through the month of June is included in the packet for your review.
3. **Exhibit C – Ordinance – Final Consideration – Amending Business License Privilege Tax**- The amended ordinance requires a business to obtain a license to operate in the Town of Atoka, including those who are transient vendors and/or conduct minimal activities. Currently, businesses are beginning operations only by receiving a business license issued by Tipton County, sometimes in cases where the activity is not permitted in the town limits or planning region. Staff recommends approval of the ordinance on final consideration.
4. **Exhibit D, E, and F – Ordinances – Final Considerations - Amending Title 3, Municipal Court, Title 11 Municipal Offenses, and Title 13 Motor Vehicle Traffic** – Public Safety committee met on June 3rd to review and consider revisions to court costs contained in Title 3 and text amendments to Titles 11 and 13.
 - a. Title 3 - At current, the court costs assessed by the Municipal Judge against offenders of the law do not cover the expenses to operate the municipal court. The proposal is to increase the court costs to \$121.00 plus other fees allowed by State Law. The committee recommends increasing the court fees as proposed.
 - b. Title 11 – Text amendment removing references to fortune telling. The committee recommends approving the amendment.
 - c. Title 13 – Text amendments for operation of a motor vehicle, parking and traffic laws offenses. The committee recommends approving the amendments.
5. **Oath of Office – Firefighter/EMT-B – Hayden Kirkdoffer** – Hayden Kirkdoffer will be sworn in and take the Oath of Office. Firefighter/EMT-B Kirkdoffer began with us on July 9th and is the newest addition to the Atoka Fire Department team.

- 6. Exhibit G – Resolution – Approving a Development Agreement & Construction Checklist**– This resolution approves a development agreement template and a subdivision checklist for all future development. A few work sessions were held over the last several months reviewing and revising the agreement template and the checklist. The Planning Commission provided a positive recommendation to the Board recommending approval. In section 1.6 Developer’s Fees, there was a small phrase added which is highlighted in red. The verbiage ensures that the town will **not** be responsible for any inspection costs of infrastructure installed by the developer. It should also be noted that the development agreement is a template which may need to be amended to suit a particular development. Staff recommends approval of the development agreement template and the construction checklist.
- 7. Exhibit H – Resolution – Approval of Occupancy Tax Collection Reporting Form** – The resolution approves the form for collection of the Hotel/Motel Occupancy Tax approved by Ordinance No. 22-06-03 Section 5-606 in the June 14, 2022, board meeting. Staff recommends approval of the form.
- 8. Exhibit I – Resolution – Resolution – Approving Submission – Grant Application – Public Entity Partners** - The grant application is for Public Entity Partners program for the purpose of securing 3 sets of ballistic resistant PPE to include rifle resistant plates totaling \$ 3,588.00. There is a 50% cost share from the town which would be \$1,794.00.
- 9. Exhibit J – Resolution – Approving Submission – Grant Application – STEMC** - The grant application is for the Southwest Tennessee Electric Membership Corporation (SWTN EMC) community partners program for the purpose of securing an additional 4 sets of ballistic resistant PPE totaling \$4,784.00. There is no cost sharing with this grant. Staff recommends approval of the grant application.
- 10. Exhibit K – Resolution – Approving Submission – Grant Application – Firehouse Subs** - The grant application is for the Firehouse Subs Corporation for the purpose of securing a gas powered 4-wheel drive UTV with fire and rescue capabilities. The UTV would a 2- or 4-seater with a firefighting/rescue skid unit that houses a fire pump, up to 90 gallons of water, 1 inch hose lines, firefighting and EMS tools and equipment, and a patient carrying area in the cargo hold or bed area. This UTV would be used for our larger grass/brush fires, also at all of our large gathering events (i.e. Rock The Block, Barbeque Fest, Food truck Fest) as well as can be utilized for search and rescue in the wooded areas and for EMS calls on the green line walking trail. There is no cost sharing requirement. Staff recommends approving the grant application.
- 11. Exhibit L – Correspondence – Record Destruction Request – Police and Utility Departments** – From time to time, the Town removes records from our storage vault when the required records retention period has passed, and the record is no longer useful to the Town. The records are destroyed by shredding once they are cleared by the Board for destruction. A general overview of the records, the time period in which the record was generated, the required retention period and the allowable destruction date.

12. Exhibit M – Approval of Parks and Recreation 2022 Summer/Fall/Winter Events - Events have been planned for the remainder of the calendar year. Staff recommends approval of the proposed events.

13. Department Reports – Monthly reports from the Departments have been included in the Board packet for your review.

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



July 12, 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
Public Hearing
Adopting the Fiscal Year 2023 Town Budget
June 14, 2022, 6:45 p.m.**

The Town of Atoka Board of Mayor and Aldermen held a public hearing to obtain citizens' input on an ordinance to adopt the Town of Atoka's Fiscal Year 2023 budget. The first consideration of the ordinance took place on May 10, 2022 and notice of this public hearing was published on May 23, 2022.

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

Absent: None

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Kasey Culbreath, Police Chief Anthony Rudolph, Fire Chief Henry Posey, and the attached list.

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

There were no comments from the public regarding the proposed budget.

Alderman Feldmayer made motion to adjourn. Alderwoman Renfrow seconded the motion. All approved. Motion carried.

The public hearing closed at 6:46 p.m.

**Town of Atoka Board of Mayor and Aldermen
Regular Monthly Meeting
June 14, 2022, 7:00 p.m.**

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

The meeting was called to order by Mayor Walker at 7:00 p.m.

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

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

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Kasey Culbreath, Police Chief Anthony Rudolph, Fire Chief Henry Posey, and attached list.

Absent: None

Regular Monthly Meeting May 10, 2022 – Exhibit A – Alderman Feldmayer made a motion to accept the minutes as presented. Alderman Giannini seconded the motion. All in favor. Motion carried.

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

Old Business:

Ordinances and Resolutions:

1. **Ordinance – 22-06-01 - Final Consideration – Amending FY22 Town Budget –Exhibit C** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance as presented. Alderman Akin seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer -yes and Harber-yes. Motion carried.
2. **Ordinance – 22-06-02 - Final Consideration – Adopting FY2023 Town Budget–Exhibit D** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Akin made a motion to approve on final consideration including an amendment to reduce the 312-line-item fire expenditures by \$10,000.00. Alderwoman Renfrow seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-no, Harber-yes and Pace-no. Motion carried.
Alderman Pace made a motion to add one firefighter and one police officer to the FY23 budget to help bring closer to the recommended staffing standard set by State of Tennessee. Hearing no second motion, the motion failed.
3. **Ordinance – 22-06-03 - Final Consideration- Exhibit E – Hotel/Motel Occupancy Tax** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on final consideration. Alderman Pace seconded the motion. Roll Call. Akin-yes, Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes and Renfrow-yes. Motion carried.

New Business:

Presentations:

Donation Request – Exhibit F – Atoka Elementary School - Jacklyn Morris, School Counselor for Atoka Elementary, reviewed with the Board that the donation of \$1000 would be used for response to behavioral intervention. Alderman Feldmayer made a motion to approve the donation. Alderman Giannini seconded the motion. All in favor. Motion carried,

Donation Request – Exhibit F – CASA (Court Appointed Special Advocate) of Tipton County – Nina Smith Executive Director of CASA, reviewed with the Board that the donation of \$1000 would be used for training new volunteers to advocate for the children. Alderman Feldmayer made a motion to approve the donation. Alderman Giannini seconded the motion. All in favor. Motion carried,

Ordinances and Resolutions:

4. **Ordinance – First Consideration – Adopting a Business License Privilege Tax – Exhibit G** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance, including an amendment adding a section 5-405 to add language grandfathering in and exempting fees for existing businesses. Alderman Giannini seconded the motion. Roll Call. Giannini-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow -yes and Akin-yes. Motion carried.
5. **Ordinance – First Consideration – Amending Title 3 Municipal Court – Exhibit H** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on first consideration. Alderman Pace seconded the motion. Roll Call. Feldmayer-yes, Harber-yes, Pace-yes, Renfrow -yes, Akin-yes, and Giannini-yes. Motion carried.
6. **Ordinance – First Consideration – Amending Title 11 Municipal Offenses - Exhibit I** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on first consideration. Alderwoman Renfrow seconded the motion. Roll Call. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes. Motion carried.
7. **Ordinance – First Consideration – Amending Title 15 Motor Vehicle Traffic - Exhibit J** – The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on first consideration. Alderwoman Renfrow seconded the motion. Roll Call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Harber-yes and Feldmayer-yes. Motion carried.

8. **Resolution – 22-06-01 – Approving an Annual Municipal Software Agreement – Exhibit K** – Alderman Akin made a motion to approve the resolution as presented. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
9. **Resolution – 22-06-02 – Acceptance Request – Trinity Place Subdivision – Exhibit L** – Alderman Feldmayer made a motion to approve the resolution. Alderman Akin seconded the motion. All approved. Motion carried.
10. **Resolution – 22-06-03 – Approving an Agreement for Legal Services – Exhibit M** – Alderman Feldmayer made a motion to approve the resolution. Alderwoman Renfrow seconded the motion. All approved. Motion carried.
11. **Presentation – Attorney Kasey Culbreath** – Kasey announced last month that she is resigning as attorney for Town of Atoka effective June 30, 2022. Mayor Walker presented Kasey with an eagle statue recognizing her dedication and service to the Town. The Board of Mayor and Aldermen wished her the all the best in her future endeavors.

Miscellaneous Items:

1. **Appointment of Public Works Director** – Administrator Woerner advised that Mr. Harvey Ellis has accepted the position to be the new Public Works Director and he will start work June 20th. Alderman Harber made a motion to appoint Mr. Ellis as Public Works Director. Alderman Akin seconded the motion. All approved. Motion carried.
2. **Approval of Planner Job Description Exhibit N** – Administrator Woerner advised that the Planner job description is a revision from the previously approved Planner/Engineer job description. Alderman Feldmayer made a motion to approve as presented. Alderman Giannini seconded the motion. All approved. Motion carried.
3. **Organizational Chart** – Alderman Feldmayer made a motion to adopt the change to the organizational chart from Planner/Engineer to Planner. Alderwoman Renfrow seconded the motion. All approved. Motion carried.

Departmental Reports:

1. **Code Enforcement:** The monthly report was not available for review.
2. **Fire Department:** Chief Posey reviewed the report as presented. Chief Posey advised the Board of the following: The fire department will be participating in an active shooter training. Fire hydrant flushing has been completed. There is a new hire firefighter that will come on board the first week of July. Engine 13 is out of service waiting on parts to come in. Chief Posey thanked Poplar Grove Utility for putting in two new fire hydrants. Chief Posey presented Mayor Walker with his letter of intent to retire August 5th.
3. **Parks Department:** Director Isbell was not present. The Board reviewed the report as presented.
4. **Police Department:** Chief Rudolph reviewed the report as presented. Chief Rudolph advised the Board of the following: Chief Rudolph reviewed a notable arrest. Training is ongoing. Cops and Bobbers was a huge success.
5. **Public Works Department:** Administrator Woerner reviewed the report as presented.

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

1. Administrator Woerner advised that the early warning sirens have arrived, and he expects installation to happen the end of the week. Woerner advised that two of the dead trees in the roundabout will be replaced by the contractor. Woerner advised that Oak Creek 2 Subdivision roads will need base repairs before the final layer can be put on.

2. Mayor Walker advised that he, Administrator Woerner and Public Works Director Ellis will be traveling next Thursday and Friday to review a sewer treatment plant in Louisiana.
3. Alderman Harber asked about the status of the new website. Administrator Woerner advised the go live date is July 01.
4. Alderwoman Renfrow advised that there will be a sales tax holiday for the month of August.

Citizen Concerns:

1. Administrator Woerner advised that no one signed in to speak tonight.

Alderman Feldmayer motioned to adjourn the meeting. Alderman Pace seconded the motion. The meeting ended at 8:29 pm.

W. Daryl Walker, Mayor

Deborah Pickard, Recorder

SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Twelve Months Ending June 30, 2022

<u>General Fund</u>		12 months	% of Budget	
Revenues:		Actual	Budget	Total Budget
Property Tax		2,395,069	104.3%	2,295,420
Sales Tax		3,492,902	113.2%	3,084,681
Grants		1,422,943	251.1%	566,652
Other Revenues		2,101,032	176.4%	1,191,322
Total		9,411,946		7,138,075
Expenditures:				
Legislature & Judicial		59,422	90.3%	65,800
Finance & Administration		550,230	101.0%	544,890
Police		2,288,272	102.4%	2,234,518
Fire		2,520,716	141.7%	1,778,528
Planning & Inspection		318,068	74.6%	426,370
Streets		2,461,522	200.0%	1,230,754
Parks & Recreation		812,493	123.4%	658,215
Total		9,010,723		6,939,075
Excess Revenue Over Expenditures		401,223		199,000
Cash on Hand at End of Period (1)		4,488,939		

<u>State Street Aid Fund</u>				
Revenue		351,537	104.5%	336,360
Expenditures		321,495	95.6%	336,360
Excess Revenue Over Expenses		30,042	0	
Cash on Hand at Beginning of Year		203,178		
Cash on Hand at End of Period		233,220		

<u>Drug Fund</u>				
Revenue		68,308	220.3%	31,000
Expenditures		22,700	73.2%	31,000
Excess Revenue Over Expenses		45,608	0	0
Cash on Hand at Beginning of Year		44,454		
Cash on Hand at End of Period		90,062		

(1) Does not include Park AC of:

135,054

July 12, 2022

Exhibit B

<u>Solid Waste Collections</u>				
Revenue		673,853	112.3%	600,000
Expenditures		582,725	80.9%	720,000
Excess Revenue Over Expenses		91,128	0	-120,000
Cash on Hand at Beginning of Year		116,211		120,000
*Cash on Hand at End of Period		128,717		0

SUMMARY OF FINANCIAL CONDITION WATER FUND

For the Twelve Months Ended June 30, 2022

Cash on Hand at Beginning of Year	\$ 523,465
Cash on Hand at End of Period	\$ 803,386
Total Bonds/Notes outstanding 06/30/22	\$ 871,331

Net Income(Regulatory Basis) vs. Prior Year				
	Actual			Prior Year
	6/30/2022	% of Budget	Total Budget	6/30/2021
Revenues	\$ 1,107,491	63.91%	\$ 1,733,002	\$ 2,532,324
Expenses				
(353) Water Purchases	\$ 498,178	113.22%	\$ 440,000	\$ 502,849
				\$ 123,820
(100's) Payroll and Benefits	\$ 318,208	116.61%	\$ 272,874	\$ 528,252
(260) Repair Maintenance Services	\$ 46,013	63.91%	\$ 72,000	\$ 506,635
(241) Utility (Electric) Operations	\$ 4,518	50.74%	\$ 8,905	\$ 107,388
(211,290,292,310) Prof Service / Office Supplies	\$ 34,885	158.13%	\$ 22,061	\$ 69,230
* Other Operating Expenses	\$ 175,953	24.59%	\$ 715,623	\$ 169,925
(540) Depreciation	\$ 201,163	100.00%	\$ 201,163	\$ 475,000
Total	\$ 1,278,918	73.81%	\$ 1,732,626	\$ 2,483,099
Net Income (loss)	\$ (171,427)		\$ 376	\$ 49,225

WT/SW combined
previous year column

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

SUMMARY OF FINANCIAL CONDITION

SEWER FUND

For the Twelve Months Ended June 30, 2022

Cash on Hand at Beginning of Year	\$ 2,006,806
Cash on Hand at End of Period	\$ 2,006,786
Total Bonds/Notes outstanding 06/30/22	\$ 1,165,532

Net Income(Regulatory Basis) vs. Prior Year				
	Actual			Prior Year
	6/30/2022	% of Budget	Total Budget	6/30/2021
Revenues	\$ 1,314,075	60.93%	\$ 2,156,835	\$ 2,532,324
Expenses				
				\$ 502,849
(243) Sewer Treatment Fees	\$ 241,539	161.03%	\$ 150,000	\$ 123,820
(100's) Payroll and Benefits	\$ 338,599	120.50%	\$ 280,988	\$ 528,252
(260,269) Sewer Maintenance	\$ 337,640	117.24%	\$ 288,000	\$ 506,635
(241) Utility (Electric) Operation	\$ 96,000	106.84%	\$ 89,850	\$ 107,388
(211,290,292,310) Prof Services / Office Supplies	\$ 28,346	92.83%	\$ 30,535	\$ 69,230
* Other Operating Expenses	\$ 304,326	37.37%	\$ 814,342	\$ 169,925
(540) Depreciation	\$ 273,790	100.00%	\$ 273,790	\$ 475,000
Total	\$ 1,620,240	84.06%	\$ 1,927,505	\$ 2,483,099
Net Income (loss)	\$ (306,165)		\$ 229,330	\$ 49,225

WT/SW combined
previous year column

Total - All Funds: \$ 7,950,591

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

General Sales Tax Revenue

July 12, 2022

Exhibit B

\$250,000

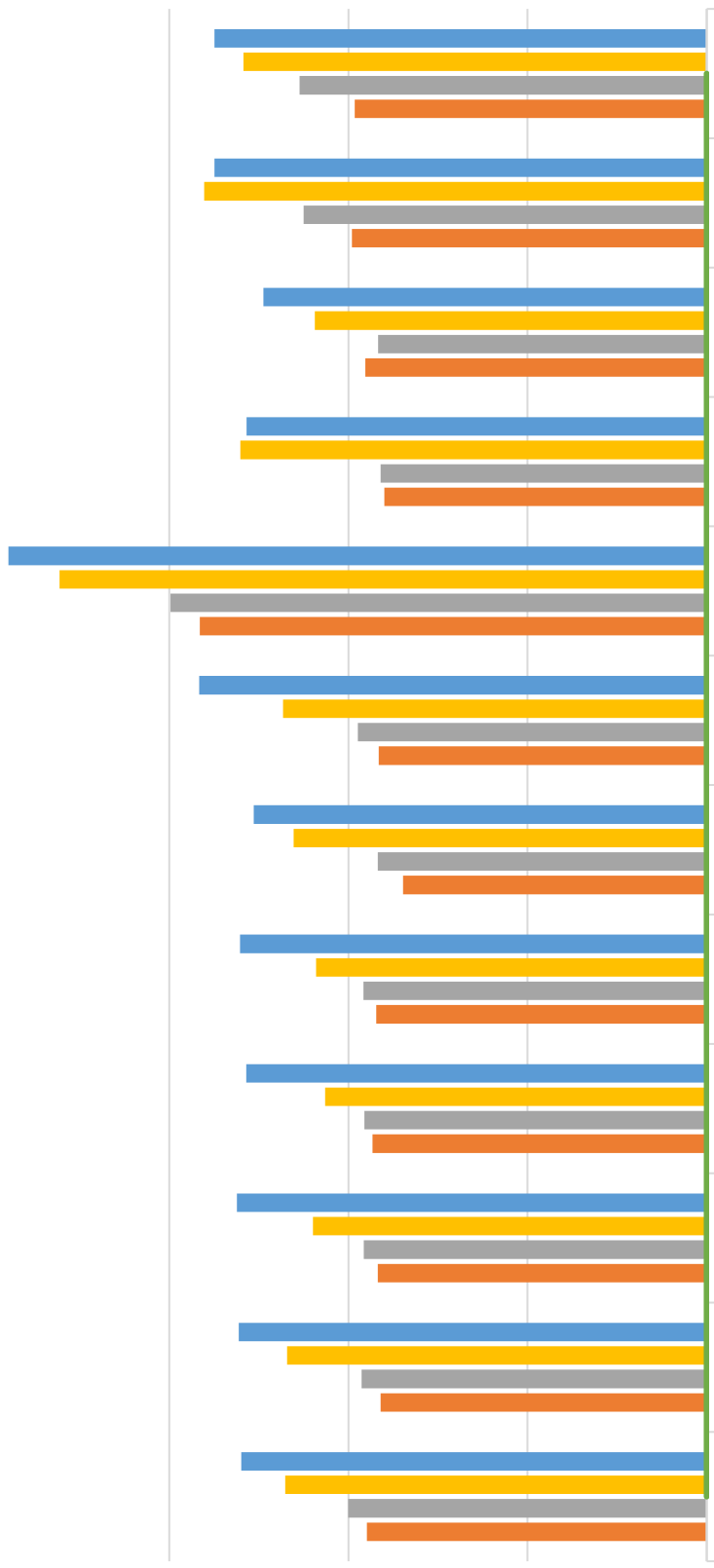
\$200,000

\$150,000

\$100,000

\$50,000

\$0



FY2019

FY2020

FY2021

FY2022

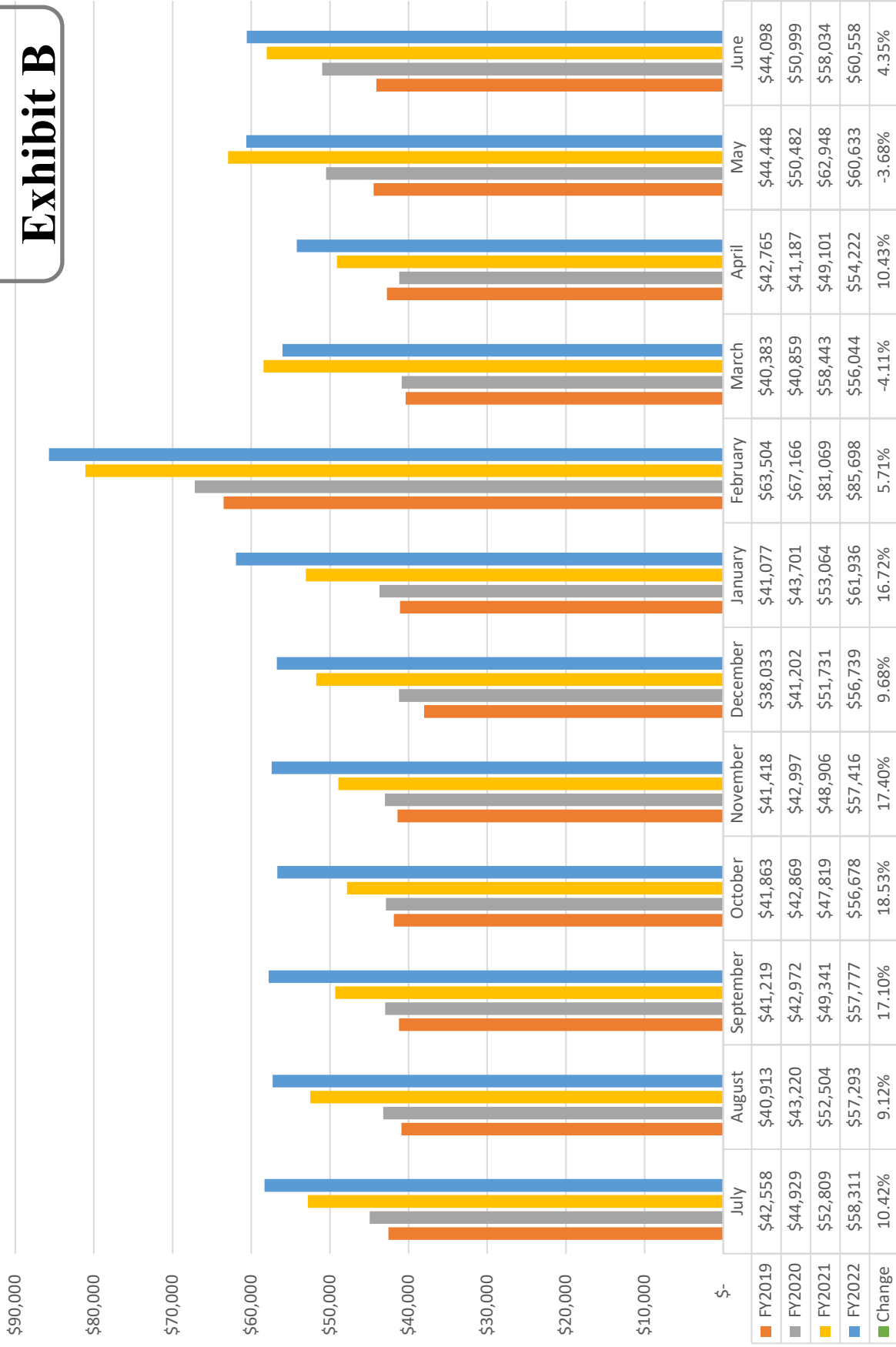
Change

FY2019 FY2020 FY2021 FY2022 Change

Fire Tax Revenue

July 12, 2022

Exhibit B



July 12, 2022

Exhibit C

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND TITLE FIVE CHAPTER 4 OF THE ATOKA MUNICIPAL CODE RELATIVE TO PRIVILEGE TAX

WHEREAS, Tennessee Code Annotated § 67-4-701, et seq., known as “Business Tax Act” authorizes municipalities to enact privilege taxes, and

WHEREAS, Tennessee Code Annotated 67-4-723 authorizes municipalities to issue business licenses to taxpayers, and

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

5-401 Tax Levied

5-402 Licensed Required

5-403 Minimal Activity License

5-404 Transient Vendors

5-401. Tax Levied Except as otherwise specifically provided in this code, there is hereby levied on all vocations, occupations, and businesses declared by the general laws of the state to be privileges taxable by municipalities, an annual privilege tax in the minimum amount allowed by state laws. The taxes provided for in the state’s “Business Tax Act” (Tennessee Code Annotated, § 67-4-701, et seq.) are hereby expressly enacted, ordained, and levied on the businesses, business activities, vocations, and occupations carried on within the town at the rates and in the manner prescribed by the said act. The recorder is hereby authorized to levy a collection fee as set by Tennessee Code Annotated upon each enumerated business which is subject to the business tax for said year. The collection fee is to be paid at time of payment of the tax levied herein. Fees collected under this section shall be paid into and become part of the general fund.

5-402 Licensed Required No person shall exercise any such privilege within the town without a currently effective privilege license, which shall be issued by the recorder to each applicant upon receipt of the prescribed application and payment of the appropriate privilege tax. The License shall be renewed yearly. Tennessee Code Annotated 67-4-723

5-403 Minimal Activity License Notwithstanding any provision to the contrary, any incorporated municipality that imposes the tax authorized by 67-4-705 shall issue a minimal activity license to any person that is exempt from taxation and licensing pursuant to 67-4-712 provided that such person has sales of more than three thousand dollars (\$3,000) but less than ten thousand dollars (\$10,000) per year within the jurisdiction, which shall be issued by the recorder to each applicant

upon receipt of the prescribed application and payment of the appropriate privilege tax. Tennessee Code Annotated 67-4-723

5-404 Transient Vendors Transient vendors shall pay a fee of fifty dollars (\$50.00) for each fourteen-day period in the municipality in which such vendors sell or offer to sell merchandise or which they are issued a license. Notwithstanding any law to the contrary, the fee shall be paid prior to the first day of engaging in business. Tennessee Code Annotated 67-4-709 and 67-4-710

5-405. Existing Business – Grandfathered Status. The levied tax, pursuant to section 5-401 above, shall be waived for existing businesses, under the following conditions:

1. All existing businesses must obtain a privilege license pursuant to 5-402, and shall appropriately renew said license each year as required by this ordinance.
2. All existing businesses must register within ninety (90) days of this ordinance taking effect [or w/in 90 days of the Town sending notice to business owners of the Ordinance being passed to the business address on file with the Town of Atoka]; otherwise, said business shall not be entitled to the above-described tax waiver.
3. An existing business may lose grandfathered status by:
 - a. Failure to adhere to registration requirements contained herein.
 - b. Ceasing operation for a period of twelve (12) continuous months within the Town of Atoka.
 - c. The business has been found to be in violation of a generally applicable local Ordinance or state law.
4. Nothing in this part shall be construed to apply to transient vendors, who shall be required to comply with 5-404 as written.

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 14th day of June 2022.

PASSED on the Final Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 12th day of July 2022.

ATTEST:

W. Daryl Walker, Mayor

Town Recorder

ORDINANCE NUMBER _____

Exhibit D

AN ORDINANCE TO AMEND TITLE 3 CHAPTER 2, MUNICIPAL COURT OF THE TOWN OF ATOKA MUNICIPAL CODE OF ORDINANCES.

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

WHEREAS, Title 3 of the Town of Atoka Municipal Code of Ordinances regulates Municipal Court: and

WHEREAS, The Town of Atoka's Public Safety Committee held a work session and recommends amendments to Title 3;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, THAT TITLE 3 CHAPTER 2 OF THE MUNICIPAL CODE BE AMENDED WITH THE FOLLOWING LANGUAGE:

SECTION 1. Title 3 of the Atoka Municipal Code is amended to read as follows.

3-201. Maintenance of docket. The town judge, or ~~his~~ **their** designee, shall keep a complete docket of all matters coming before ~~him~~ **the municipal judge** in ~~his~~ **their** judicial capacity. The docket shall include for each defendant such information as his name; warrant and/or summons numbers; alleged offense; disposition; penalties and costs imposed and whether collected; and all other information which may be relevant.¹

3-202. Imposition of penalties and costs.

- (1) ~~Court costs. All penalties and costs shall be imposed and recorded by the town judge, or his designee, on the town court docket in open court. In all cases heard or determined by him, the municipal judge may tax an amount of eighty-seven dollars (\$87.00) for court costs.~~

Court Costs. In all cases heard and determined by him or her, the municipal judge shall impose court costs in the amount of \$121.00, in addition to any additional state or local administrative fees.

One dollar (\$1.00) of the court costs shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks.²

In addition, the court shall levy a local town litigation tax in the amount of thirteen dollars and seventy-five cents (\$13.75) in the same manner as the state litigation tax is levied.³

¹ added by Ord. #05-07-05, Aug. 2005

² TCA 16-18-304

³ Public Chapter 488 of the Public Act of 1981

Date of Effect. This ordinance shall take effect from and after its final passage, the public welfare requiring it.

~~(2) (Repealed July 12, 2022) Electronic citation regulations and fees.~~

~~(a) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.~~

~~(b) Pursuant to and in accordance with state statutory requirements found in Tennessee Code Annotated, § 55-10-207(e), each court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction.~~

~~(c) Pursuant to and in accordance with state statutory requirements found in Tennessee Code Annotated, § 55-10-207(e)(4), the collection of this electronic citation fee shall expire five (5) years from the date on which the ordinance is adopted.⁴~~

3-203. Disposition and report of penalties and costs. All funds coming into the hands of the town judge in the form of penalties, costs, and forfeitures shall be recorded by ~~the judge him~~, or ~~their his~~ designee, and paid over daily to the town. At the end of each month ~~the judge he~~, or ~~their his~~ designee, shall submit to the board of mayor and aldermen a report accounting for the collection of all penalties and costs imposed by ~~the his~~ court during the current month and to date for the current fiscal year.⁵

3-204. Disturbance of proceedings. It shall be unlawful for any person to create any disturbance of any trial before the town court by making loud or unusual noises, by using indecorous, profane, or blasphemous language, or by any distracting conduct whatsoever.⁶

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

PASSED on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 14th day of June 2022.

PASSED on the Final Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 12th day of July 2022.

W. Daryl Walker, Mayor

ATTEST:

Town Recorder

⁴ added by Ord. #05-07-05, Aug. 2005, amended by Ord. #12-08-01, Aug. 2012, and Ord. #16-12-02, Dec. 2016

⁵ added by Ord. #05-07-05, Aug. 2005

⁶ added by Ord. #05-07-05, Aug. 2005)

July 12, 2022

Exhibit E

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND TITLE 11, MUNICIPAL OFFENSES OF THE TOWN OF ATOKA MUNICIPAL CODE OF ORDINANCES.

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;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, THAT TITLE 11 CHAPTER 3 OF THE MUNICIPAL CODE BE AMENDED WITH THE FOLLOWING LANGUAGE:

SECTION 1. Title 11 of the Atoka Municipal Code is amended to read as follows.

CHAPTER 3 GAMBLING, FORTUNE TELLING, ETC.

11-301. Gambling prohibited.

~~11-302. Fortune telling, etc.~~

11-301. Gambling prohibited. See Tennessee Code Annotated, section 39-17-501 et seq.

~~11-302. Fortune telling, etc. It shall be unlawful for any person to hold forth to the public as a fortune teller, clairvoyant, hypnotist, spiritualist, palmist, phrenologist, or other mystic endowed with supernatural powers.~~

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

PASSED on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 14th day of June 2022.

PASSED on the Final Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 12th day of July 2022.

W. Daryl Walker, Mayor

ATTEST:

Town Recorder

June 12, 2022

Exhibit F

ORDINANCE NUMBER _____

AN ORDINANCE TO AMEND TITLE 15, MOTOR VEHICLE, TRAFFIC AND PARKING OF THE TOWN OF ATOKA MUNICIPAL CODE OF ORDINANCES.

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

WHEREAS, Title 15 of the Town of Atoka Municipal Code of Ordinances regulates Motor Vehicles, Traffic and Parking; and

WHEREAS, The Town of Atoka's Public Safety Committee held a work session and recommends amendments to Title 15;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA, THAT TITLE 15 OF THE MUNICIPAL CODE BE AMENDED BY ADDING THE FOLLOWING SECTIONS AND LANGUAGE :

SECTION 1. Title 15 of the Atoka Municipal Code is amended to read as follows.

CHAPTER 1 MISCELLANEOUS SECTION

- 15-127. Duty to devote full time and attention to operating vehicle.
- 15-128. Following too closely
- 15-129. Striking parked vehicles or fixed objects.
- 15-130. Overtaking and passing school buses—Identification of buses.
- 15-131. Exclusive pedestrian / bicycle lanes
- 15-132 Use of Electronic Devices

15-120. Vehicles and operators to be licensed.

- (1) No person shall operate any motor vehicle on any street without having in his or her possession an operator's license or a chauffeur's license valid under the laws of this state.
- (2) It shall be unlawful for any person to operate a motor vehicle in violation of the "Tennessee Motor Vehicle Title and Registration Law" or the "Uniform Motor Vehicle Operators' and Chauffeurs' License Law."

15-127. Duty to devote full time and attention to operating vehicle.

- (1) It is unlawful for a driver of a vehicle to fail to devote full time and attention to operating such vehicle when such failure, under the existing circumstances, endangers life, limb, or property.

15-128. Following too closely.

- (1) The driver of a motor vehicle shall not follow another vehicle more closely than is reasonable and prudent, having due regard to the speed of such vehicle and the traffic upon and condition of the street.

15-129. Striking parked vehicles or fixed objects.

- (1) It is unlawful for the driver of any vehicle while operating such vehicle on a public street or alley to drive such vehicle into, against or upon, a parked vehicle or fixed object thereon.

15-130. Overtaking and passing school buses—Identification of buses.

- (1) The driver of a motor vehicle within the town limits upon meeting or overtaking from either direction any school bus which has stopped for the purpose of receiving or discharging any school children shall stop the motor vehicle before reaching such school bus, and such driver shall not proceed until such bus resumes motion or is signaled by the school bus driver to proceed, or the visual signals are no longer actuated.
- (2) All motor vehicles used in transporting school children to and from school in this town are required to be distinctly marked "School Bus" on the front and rear thereof in letters of not less than six inches in height, and so plainly written or printed and so arranged as to be legible to persons approaching such school bus, whether traveling in the same or opposite direction.
- (3). The driver of a vehicle upon a street or highway with separate roadways need not stop upon meeting or passing a school bus which is on a different roadway or when upon a controlled-access highway and the school bus is stopped in a loading zone which is a part of or adjacent to such highway and where pedestrians are not permitted to cross the roadway.
- (4). For the purpose of this section, "separate roadways" means roadways divided by an intervening space which is not suitable to vehicular traffic.
- (5). Except as otherwise provided by the preceding subsections, the school bus driver is required to stop such school bus on the right-hand side of a street or highway, and such driver shall cause the bus to remain stationary and the visual stop signs on the bus to be actuated until all school children who should be discharged from the bus have been so discharged and until all children whose destination causes them to cross the street or highway at that place have negotiated such crossing.
- (6). Any person failing to comply with the requirements of this section, requiring motor vehicles to stop upon approaching school buses, or violating any of the provisions of this section, shall be deemed guilty of a misdemeanor, and upon conviction shall be subject to punishment as provided in Title 15, section 901.

Sec. 15-131. Exclusive pedestrian/ bicycle lanes.

- (1) As used in this section, "pedestrian/ bicycle lane" means any portion of the roadway set aside for the exclusive use of pedestrian/ bicycles.

- (2) It is an offense for a person to operate a motor vehicle within a pedestrian/ bicycle lane, except under the following situations:
 - (a) When parking, stopping, or leaving standing the motor vehicle as provided by law, upon the right side of the roadway or the roadway's shoulder or berm; provided, that a carrier of passengers for hire or other motor vehicle used to provide public transportation may only be parked, stopped, or left standing within a pedestrian / bicycle lane temporarily when loading or unloading passengers and when the area adjacent to the right-hand edge or curb of the roadway that is otherwise designated or primarily used to load or unload passengers is obstructed;
 - (b) When turning into an intersecting or adjoining highway, drive, road, or driveway; or
 - (c) When yielding the right-of-way to, or temporarily parking or stopping upon the approach of, an authorized emergency vehicle or police vehicle as provided by law.

15-132. Use of electronic devices

- (1) Definitions.
 - (a) Stand-alone electronic device means a portable device other than a wireless telecommunications device that stores audio or video data files to be retrieved on demand by a user;
 - (b) Utility services means electric, natural gas, water, waste-water, cable, telephone, or telecommunications services or the repair, location, relocation, improvement, or maintenance of utility poles, transmission structures, pipes, wires, fibers, cables, easements, rights-of-way, or associated infrastructure; and
 - (c) Wireless telecommunications device means a cellular telephone, a portable telephone, a text-messaging device, a personal digital assistant, a stand-alone computer, a global positioning system receiver, or substantially similar portable wireless device that is used to initiate or receive communication, information, or data. "Wireless telecommunications device" does not include a radio, citizens band radio, citizens band radio hybrid, commercial two-way radio communication device or its functional equivalent, subscription-based emergency communication device, prescribed medical device, amateur or ham radio device, or in-vehicle security, navigation, autonomous technology, or remote diagnostics system.
- (2) A person, while operating a motor vehicle on any road or highway in this Town, shall not:
 - a. Physically hold or support, with any part of the person's body a:
 - 1. Wireless telecommunications device. This subdivision (2)(a.)(1) does not prohibit a person eighteen (18) years of age or older from:

- i. Using an earpiece, headphone device, or device worn on a wrist to conduct a voice-based communication; or
- ii. Using only one (1) button on a wireless telecommunications device to initiate or terminate a voice communication; or

2. Stand-alone electronic device;

- b. Write, send, or read any text-based communication, including, but not limited to, a text message, instant message, email, or internet data on a wireless telecommunications device or stand-alone electronic device. This subdivision (2) does not apply to any person eighteen (18) years of age or older who uses such devices:
 - 1. To automatically convert a voice-based communication to be sent as a message in a written form; or
 - 2. For navigation of the motor vehicle through use of a device's global positioning system;
 - c. Reach for a wireless telecommunications device or standalone electronic device in a manner that requires the driver to no longer be:
 - 1. In a seated driving position; or
 - 2. Properly restrained by a safety belt;
 - d. Watch a video or movie on a wireless telecommunications device or stand-alone electronic device other than viewing data related to the navigation of the motor vehicle; or
 - e. Record or broadcast video on a wireless telecommunications device or stand-alone electronic device. This subdivision (2) does not apply to electronic devices used for the sole purpose of continuously recording or broadcasting video within or outside of the motor vehicle.
- (3) Notwithstanding subdivisions (2) (a) and (b), and in addition to the exceptions described in those subdivisions, a function or feature of a wireless telecommunications device or stand-alone electronic device may be activated or deactivated in a manner requiring the physical use of the driver's hand while the driver is operating a motor vehicle if:
- a. The wireless telecommunications device or stand-alone electronic device is mounted on the vehicle's windshield, dashboard, or center console in a manner that does not hinder the driver's view of the road; and
 - b. The driver's hand is used to activate or deactivate a feature or function of the wireless telecommunications device or stand-alone electronic device with the motion of one (1) swipe or tap of the driver's finger, and does not activate camera, video, or gaming features or functions for viewing, recording, amusement, or other non-navigational functions, other than features or functions related to the transportation of persons or property for compensation or payment of a fee.

(4) Fines.

- a. Violation of this section shall be punishable by a fine of fifty dollars (\$50.00).
- b. Any person violating this section shall be subject to the imposition of court costs not to exceed ten dollars (\$10.00), including but not limited to, any statutory fees of officers. Pursuant to T.C.A. § 55-8-199(c), state and local litigation taxes are not applicable to a case prosecuted under this section.
- c. Each violation of this section constitutes a separate offense.

(5) This section does not apply to the following persons:

- a. Officers of this state or of any county, city, or town charged with the enforcement of the laws of this state, or federal law enforcement officers, when in the actual discharge of their official duties;
- b. Campus police officers and other special police officers, as defined by T.C.A. § 9-7-118, when in the actual discharge of their official duties;
- c. Emergency medical technicians, emergency medical technician paramedics, and firefighters, both volunteer and career, when in the actual discharge of their official duties;
- d. Emergency management agency officers of the state or of any county, city, or town, when in the actual discharge of their official duties;
- e. Persons using a wireless telecommunications device to communicate with law enforcement agencies, medical providers, fire departments, or other emergency service agencies while driving a motor vehicle, if the use is necessitated by a bona fide emergency, including a natural or human occurrence that threatens human health, life, or property;
- f. Employees or contractors of utility services providers acting within the scope of their employment; and
- g. Persons who are lawfully stopped or parked in their motor vehicles or who lawfully leave standing their motor vehicles.

(6) A traffic citation that is based solely upon a violation of this section is considered a moving traffic violation.

CHAPTER 4 TURNING MOVEMENTS

SECTION

15-406. Right-of-way when vehicle turning left at intersection

15-406. Right-of-way when vehicle turning left at intersection. The driver of a vehicle within an intersection intending to turn to the left shall yield the right-of-way to any vehicle approaching in the opposite direction which is within the intersection or so close thereto as to constitute an immediate hazard, but such driver, having so yielded and having given a signal when and as required by this chapter, may make such left turn and the drivers of all other vehicles approaching the intersection from the opposite direction shall yield the right-of-way to the vehicle making the left turn.

CHAPTER 9 GENERAL PENALTY

SECTION

15-901. Penalties in this ~~section~~ Code

15-901 Penalties in this ~~section~~ Code.

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

PASSED on the First Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 14th day of June 2022.

PASSED on the Final Consideration by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 12th day of July 2022.

ATTEST:

W. Daryl Walker, Mayor

Town Recorder

RESOLUTION NO. _____

Exhibit G

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AND SUBDIVISION CHECKLIST TEMPLATE FOR ALL FUTURE DEVELOPMENTS

WHEREAS, the Town of Atoka, believes to be in its best interest to establish a Development Agreement template and Subdivision Checklist for all future development; and

WHEREAS, Town of Atoka Planning Commission made a motion for a positive recommendation to the Board of Mayor and Alderman condition on legal approval on May 17, 2022; and

WHEREAS, the Town Attorney reviewed the Development Agreement template and Subdivision Checklist and has given approval.

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

SECTION 1. The Development Agreement template and Subdivision Checklist be approved by the Town of Atoka Board of Mayor and Alderman.

SECTION 2. This Resolution shall take effect immediately.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 12th day of July 2022.

ATTEST:

Mayor

Town Recorder

June 12, 2022

Exhibit G

DEVELOPMENT CONTRACT ATOKA, TENNESSEE

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

1. General Provisions

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

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

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

professional engineer, that he/she has reviewed the entire watershed within which the Subdivision is located and that, upon full building development, at the greatest allowable use density, under existing zoning of all land within the watershed, full building development of the Subdivision will not increase, alter or affect the flow of surface water, nor contribute to same, so as to damage, flood or adversely affect any property.

- b. written estimate of the cost and quantity of the Public and Private Improvements; and
- c. an irrevocable letter of credit benefitting Town, satisfactory to Town, in the amount of \$75,000.00 ("Security"). It is understood and agreed that the Security is provided to ensure performance of all of Developer's obligations under the Contract to Town's satisfaction. The irrevocable letter of credit shall automatically be renewed and shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision.

1.9. **Insurance.** Developer shall purchase, maintain and, prior to Town's execution of this Contract, provide to Town a certificate showing, comprehensive general liability and other insurance that shall insure against claims arising out of Developer's performance of the Contract, whether such claims arise out of the actions of Developer and/or any subcontractor of Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

- a. worker's compensation claims; provided, however if Developer has no employees eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform under the Contract to furnish evidence of such insurance for the employees of same;
- b. claims for personal injury, occupational illness or death of Developer's employees or agents, if any;
- c. claims for personal injury, illness or death of any person other than Developer's employees or agents;
- d. claims for injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- e. claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and
- f. claims by third-parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under the Contract.

Insurance coverage shall include the coverage specified above with policy limits of not

less than \$1,000,000.00 combined single limit general liability and \$500,000.00 combined single limit automobile liability per occurrence. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to Developer's obligations under the Contract.

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

Developer shall furnish Town with evidence of the continuation of all such insurance at the time the Board passes its resolution of Final Acceptance.

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

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

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

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

2. Required Improvements

2.1. Streets.

- a. Developer shall construct, at its sole expense, all streets, public and private, located in, or required for, the Subdivision in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes,

and subject to the satisfaction and approval of Town, through its Engineer or their designee. Developer's obligation to construct streets includes, but is not limited to, construction of handicap ramps, curb cuts, curbs, gutters, driveway aprons and sidewalks.

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

STREET NAME SIGNS: 6" aluminum plates covered completely with green reflective tape with 4" letters. All coves and dead end streets should have yellow ends with 1" black letters saying "dead end." Street name signs shall be

set in ground a minimum 36" buried so there is 9' from bottom of sign to top of asphalt. MUTCD reflectivity standards apply.

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

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

2.2. Sewer Systems.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or the Construction Plan, Developer shall construct, at its sole expense, a Tennessee Department of Environment and Conservation-approved sewer system complete with necessary pumping stations, force mains, sanitary trunk lines, lift stations, sewer mains, manholes and appurtenances, including sewer laterals to the front of each lot within the Subdivision, to be located in, or required for, the Subdivision, in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Town, through its Engineer or their designee, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer agrees and acknowledges Town shall assess sewer maintenance and connection privilege charges against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- d. If any portion of the Subdivision is adjacent to both sides of an existing sewer main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing sewer main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.3. Water.

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

2.4 Drainage.

To the extent Developer is required to so install, as reflected in the Preliminary Plat and/or the Construction Plan, Developer shall construct, at its sole expense, all

drainage and related facilities including, but not limited to, storm water drainage channels, ditches, retention and storage basins, bank protection and fencing adjacent to open ditches, to be located in, or required for, the Subdivision ("Drainage System"), in accordance with the Preliminary Plat, the Construction Plan, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer or their designee.

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

2.2. Gas and Electric Service.

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

3. Conditional Approval

- 3.1. Documentation of Completed Public and Private Improvements. Upon Developer's completion of the construction and installation of the Public and Private Improvements ("Completed Public and Private Improvements"),

Developer shall notify Town, in writing, that it seeks conditional approval of the Subdivision ("Conditional Approval"). Developer shall include with its notice the following, the form and content of which must be satisfactory to Town:

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

Commission at Developer's expense. Five (5) copies are required.

4. Warranty Period

- 4.1. Duration. A warranty period commences on recording of the Final Plat and extends twelve (12) months, unless extended as provided below ("Warranty Period").
- 4.2. Developer's Responsibilities. During the Warranty Period, Developer shall, at its sole expense, promptly repair and maintain the Completed Public and Private Improvements as determined by the Town. Developer's repair and maintenance obligation includes, but is not limited to, damage to, construction failures regarding and any defect in materials, workmanship, or otherwise, relating to, the Completed Public and Private Improvements (all the foregoing being collectively, the "Defect").
- 4.3. Tolling of Warranty Period. Town shall give Developer written notice of any observed Defect and, upon forwarding said notice, the running of the Warranty Period for the improvement with the Defect shall be stayed.
- 4.4. Extended Warranty Period. Developer shall promptly repair and/or maintain the Defect and, upon certification by Town, through its Engineer or their designee, that the repair and/or maintenance is acceptable, a new Warranty Period for the improvement with the Defect shall commence.
- 4.5. Town's Correction of Defect. If Developer fails to promptly repair and/or maintain the Defect to Town's satisfaction, then Town may have the repair and/or maintenance work performed and may recover all costs associated therewith by demand on the Security.
- 4.6. Emergency Repairs and Maintenance. If Town, through its Engineer or their designee, deems the Defect to be of an emergency nature, then Town need not give Developer the written notice referenced in paragraph 4.3, but may immediately have repair and maintenance work performed and may recover all costs associated therewith by demand on the Security. The Warranty Period stay and commencement provisions of paragraphs 4.3 and 4.4 above otherwise apply equally to work performed pursuant to this paragraph.
- 4.7. Extended Warranty for Streets. Town reserves the right to unilaterally extend the expiration of the Warranty Period for the streets until certificates of occupancy have been issued for 100% of the lots in the Subdivision. or until the Town determines the streets shall no longer carry the heavy equipment typically required for development and full build out of the Subdivision or any other subdivision.

5. Final Acceptance

- 5.1. Notice from Developer Requesting Final Acceptance. Thirty (30) days prior

to expiration of the Warranty Period, Developer shall give notice thereof to Town, in writing, requesting Final Acceptance of the Subdivision ("Final Acceptance"). Upon receiving said notice, Town shall promptly conduct a final inspection pursuant to paragraph 1.5. If Town, through its Engineer or their designee, discovers a Defect, then it shall notify Developer in writing and the provisions of paragraph 4 shall apply.

- 5.2. Determination of Final Acceptance by Board. If, based on the final inspection, Town, through its Engineer, is satisfied with the Subdivision's condition, then Final Acceptance of the Subdivision shall be determined by Town at its next regular meeting of Board ("Regular Meeting"). (Recommended by Planning Commission to the Board)
- 5.3. Extension of Warranty Period by Board. The Board, at the Regular Meeting, shall determine whether the Warranty Period has been extended, pursuant to paragraph 4.4, and whether the Warranty Period for the streets shall be extended, pursuant to paragraph 4.7.
- 5.4. Expiration of Warranty Periods. The Board need not determine Final Acceptance until all Warranty Periods for the Completed Public and Private Improvements have expired. The Board however may determine Final Acceptance if the Warranty Periods for all Completed Public and Private Improvements, except the streets, have expired.
- 5.5. Town's Responsibility for Completed Public and Private Improvements. The Board, at the Regular Meeting, may, by resolution, declare Final Acceptance of the Subdivision or Final Acceptance of the Subdivision, except the streets.
 - a. If Final Acceptance is declared, then the full Subdivision shall be deemed accepted, Town shall take full title to, and assume maintenance of, all, or enumerated items of, the Completed Public Improvements and the remaining Security may be released.

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

6. Miscellaneous Provisions

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

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

6.3. Sidewalks Curbs and Gutters.

a. Sidewalks Adjacent to Lot

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

b. Sidewalks along Sections of Streets without Proposed Lots

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

c. Curb and Gutter

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) To:

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

Town Attorney
Telephone:
Facsimile:

(ii) To: Developer

(iii) To: Owner

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

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

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

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

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

_____ (DEVELOPER)	_____ (OWNER)
By: _____	By: _____
_____ Its: _____	_____ Its: _____

TOWN OF ATOKA

By: _____

Title: Mayor

ATTEST: _____
CITY RECORDER

STATE OF TENNESSEE
COUNTY OF TIPTON

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

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

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF TIPTON

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

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

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF TIPTON

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

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

Notary Public

My commission expires: _____

SUBDIVISION DEVELOPMENT CHECKLIST ATOKA, TENNESSEE

July 12, 2022

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

Exhibit G

The following checklist focuses on construction.

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

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

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

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

Complete construction

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

18. As-Built:

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

- a) Water
 - i) Show dimensions to all services from the property line or crow's foot.
 - ii) Show tie down measurements on all valves so that if they are covered with asphalt, they can be easily found.
 - b) Sewer and Drainage
 - i) Show all invert elevations.
 - ii) Recalculate capacity. If as-built capacity is not adequate, the main cannot be accepted.
 - ii) Show dimensions from property line to service lines.
19. All utilities shall be underground, streetlights are required. Lighting standard is agreed upon with Southwest Electric.
 20. Has Homeowner's Association been established? See contract. Has Town Attorney reviewed declarations and covenants?
 21. Obtain all required signatures on certification sheet of Final Plat. The secretary of the Planning Commission should be the last one to sign. Has developer submitted a digital file of the Final Plat?
 22. Town staff shall record Final Plat and any/all applicable Homeowner's Association and covenants at the Register of Deeds of Tipton County with a copy to Town Hall. Developer to pay the cost for the recording.
 23. In eleventh month of warranty period, Town checks all non-street related items for any failures.
 24. Streets are under extended warranty. Check 4.7 of development contract for the date for evaluation of street failures.
 25. Expiration dates on bonds, CD's, letters of credit and warranties are monitored and extended by the Town Recorder.

EXHIBIT "A"

PRECONSTRUCTION CONFERENCE SUBDIVISION CONSTRUCTION ATOKA, TENNESSEE

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

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

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

14. Sewage Pumping Station

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

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

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

SOIL CEMENT

PART 1.00 GENERAL

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

PART 2.00 SCOPE OF WORK

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

PART 3.00 QUALITY CONTROL

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

PSI

4161 Ridgemoor Avenue

Memphis, TN 38118

901-365-1802

901-366-7233 (fax)

marshal.sharkey@psiusa.com

ATC Group

3144 Stage Post Drive Suite 114

Bartlett, TN 38133-4039

901-259-2362, Ext. 114

901-259-2364 (fax)

901-230-8287 (cell)

Dave Schmidt: dschmidt@escconsult.com

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

PART 4.00 MATERIALS

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

PART 5.00 EQUIPMENT AND PROCEDURE

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

PART 6.00 TDOT SPECIFICATIONS

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

304.03
304.04
304.05
304.06
304.07
304.09
304.10
304.11
304.13
304.15

END OF SECTION

EXHIBIT “B”

FINAL INSPECTION CHECKLIST FOR SUBDIVISIONS ATOKA, TENNESSEE

A. ROADWAY

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

B. WATER MAINS

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

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

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

C. SEWER MAINS

1. Does tracer wire work?

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

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

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

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

D. STORM SEWERS

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

E. MISCELLANEOUS

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

July 12, 2022

RESOLUTION NO. _____

Exhibit H

A RESOLUTION APPROVING A REPORTING FORM FOR THE OCCUPANCY TAX.

WHEREAS, the Town of Atoka, adopted Ordinance 22-06-03. An Ordinance levying a privilege tax upon the occupancy in any hotel or motel or any place in which rooms, lodges or accommodations are furnished to transients for consideration; and

WHEREAS, Title 5 Municipal Finance and Taxation. Hotel Motel Tax. Section 5-606 requires the town recorder to develop a form to report the monthly tax return; and

WHEREAS, the Town of Atoka Board of Mayor and Alderman shall approve the reporting form prior to use by the town recorder.

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

SECTION 1. The reporting form be approved by the Town of Atoka Board of Mayor and Alderman.

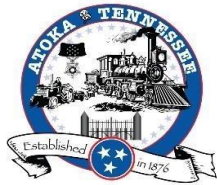
SECTION 2. This Resolution shall take effect immediately.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 12th day of July 2022.

ATTEST:

Mayor

Town Recorder



July 12, 2022

Exhibit HH

DEBORAH PICKARD
TOWN OF ATOKA RECORDER
334 ATOKA MUNFORD AVE
ATOKA, TN 38004

HOTEL/MOTEL/CAMPGROUND/OTHER OCCUPANCY TAX

****IMPORTANT: Taxpayer must file return even though no tax is due to the Town Recorder. This report must be filed by the 20th day of the following month for which a report is due.**

Mailing Address

Location

Account:

Owner:

Number of rooms/spaces of occupancy:

Number of permanent residents including owners:

Assessment covers tax period from _____ to _____.

Hotel/Motel Tax

1. Gross receipts for occupancy of rooms/spaces..... \$ _____
2. Deductions for Permanent Residents of 30 continuous days or more..... \$ _____
3. Net Taxable Receipts (line 1 minus line 2)..... \$ _____
4. Tax Due (4% of line 3) \$ _____
5. Less than 2% compensation for owner/operator for the remittance of tax due on line 4 if not delinquent..... \$ _____
6. Interest should be figured at 12% per annum (daily rate is .000329 of line 4) \$ _____
7. Penalty (1% for each 30 days of delinquency or any portion of 30 days for tax on line 4) \$ _____
8. Total Tax Due \$ _____

I declare under penalty of perjury that this return has been examined by me and the best of my knowledge and belief; this is a true, correct, and complete return.

Signed: _____ Title: _____ Date: _____

****Make checks payable to: Town of Atoka**

RESOLUTION NO. _____

Exhibit I

A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT APPLICATION TO THE PUBLIC ENTITY PARTNERS.

WHEREAS, Public Entity Partners (P E PARTNERS) is a not-for-profit governmental risk pool serving approximately 500 governmental entities across the State of Tennessee providing comprehensive risk management programs and services with a commitment to member best interest;

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for Safety Partners Grant for the purpose of securing equipment (Bullet Resistant Vests/Ballistic PPE x 3) that firefighters can use to sustain their life in the event they are confronted with life threatening injuries sustained by gunfire and /or possible blunt force trauma.

WHEREAS, the Town of Atoka will have a 50 percent cost share grant with \$2000.00 max funds available.

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

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

SECTION 1. Mayor Daryl Walker is hereby authorized to execute and submit an application with appropriate assurances to the P E PARTNERS, requesting Fiscal Year 2023 funds for equipment that will help with the purpose of securing equipment (Bullet Resistant Vests/Ballistic PPE x 3) that the Department can use to provide warning, safety, and security.

SECTION 2. The Town of Atoka will have a 50 percent cost share grant with \$2000.00 max funds available.

SECTION 3. Mayor Daryl Walker 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 12th day of July 2022.

ATTEST: _____
Town Recorder

Mayor

RESOLUTION NO. _____

Exhibit J

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

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

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for 2022 funds, for 2023 Fiscal Year, for the purpose of securing equipment (Bullet Resistant Vests/Ballistic PPE x 4) that firefighters can use to sustain their life in the event they are confronted with life threatening injuries sustained by gunfire and /or possible blunt force trauma.

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

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

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

SECTION 1. Mayor Daryl Walker is hereby authorized to execute and submit an application with appropriate assurances to the SWTN EMC, requesting Fiscal Year 2023 funds for equipment that will help with the purpose of securing equipment (Bullet Resistant Vests/Ballistic PPE x 4) that the Department can use to provide warning, safety, and security.

SECTION 2. The Town of Atoka will not be responsible for any local cash/match toward the project.

SECTION 3. Mayor Daryl Walker 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 12th day of July 2022.

ATTEST: _____
Town Recorder

Mayor

RESOLUTION NO. _____

Exhibit K

**A RESOLUTION APPROVING AND SUPPORTING THE SUBMISSION OF A GRANT
APPLICATION TO THE FIREHOUSE SUBS CORPORATION.**

WHEREAS, the Firehouse Subs Corporation is a for-profit organization, that's mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits, and public safety organizations; and

WHEREAS, the Town of Atoka, acting by and through its Board of Mayor and Aldermen, proposes to apply for 2022 funds, for 2023 Fiscal Year, for the purpose of securing equipment (Gas Powered 4Wheel Drive UTV with Fire and Rescue Capabilities) that firefighters can use for large grass/brush fires, search and rescue in wooded areas and large gathering events.

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

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

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

SECTION 1. Mayor Daryl Walker is hereby authorized to execute and submit an application with appropriate assurances to the Firehouse Subs Corporation, requesting Fiscal Year 2023 funds for equipment that will help with the purpose of securing equipment (Gas Powered 4Wheel Drive UTV with Fire and Rescue Capabilities) that firefighters can use for large grass/brush fires, search and rescue in wooded areas and large gathering events..

SECTION 2. The Town of Atoka will not be responsible for any local cash/match toward the project.

SECTION 3. Mayor Daryl Walker 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 12th day of July 2022.

ATTEST:

Mayor

Town Recorder



**Atoka Police Dept
68 Atoka-McLaughlin Dr
Atoka Tn 38004
(901) 837-5302**



To: Honorable Mayor Daryl Walker & Board of Alderman
From: Anthony W. Rudolph, Chief of Police
Re: Records Destruction Request

July 12, 2022

Exhibit L

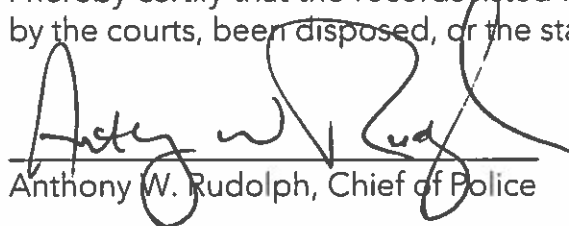
In accordance with Tennessee Code Annotated (T.C.A) 10-7-702 Retention Schedules, police records that are on file have met the retention schedule requirements and will be destroyed in compliance with the guidelines established by the Secretary of State's office. Captain Chris Ellwood has personally reviewed the documentation to be destroyed and submits the following:

The police records requested below have run the Statute of limitations for solvability resulting in no arrest or leads, or the records that were filed are of no criminal matter, such as memos, or there were matters of civil issue with no determination of a crime.

Each record that HAS resulted in an arrest, listed a suspect, or contained information regarding juveniles, or otherwise those records that meet the criteria as set forth by Municipal Technical Advisory Service (MTAS) for retention, have been set aside to be processed and saved electronically (up to 100 years) per T.C.A 10-7-12.

Record Period	Retention Period (Max)	End of Retention
2003	12 months to 8 years	2011
2004	12 months to 8 years	2012
2005	12 months to 8 years	2013
2006	12 months to 8 years	2014
2007	12 months to 8 years	2015
2008	12 months to 8 years	2016
2009	12 months to 8 years	2017
2010	12 months to 8 years	2018
2011	12 months to 8 years	2019

I hereby certify that the records listed for destruction described are no longer needed by the courts, been disposed, or the statute of limitations have expired.


Anthony W. Rudolph, Chief of Police



July 12, 2022

Exhibit L

MEMORANDUM

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

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

Utility Billing Records

- Daily Reports
- Bank Statements

Record Period	Retention Period	End of Retention
September 2016 - August 2017	5 Years	July 2022
June 2013 – June 2015	7 Years	August 2022

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

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

TOWN OF ATOKA

Event Proposal

Event:	Summer/ Fall/ Winter Events	Sponsor:	Town of Atoka
Date:	Varied	Time:	Listed at each Event

Description: The following are events proposed by the Town of Atoka for the fall and winter of 2022. There will be no road long-term closures as a part of the events.

Rock the Block- Saturday, August 6th: 7pm-9pm

Rock the Block is a summer tradition in Atoka. It is a Back-to-School event where we do our annual school supply drive. The event includes free food, bounces houses, rides, Splash Pad, games, and a Fireworks Display at dark at Walker Park. This event is sponsored by the Town of Atoka and Gateway Baptist Church.

Autumn in Atoka- Saturday, October 1st: 11am-9pm

This will be the 3rd Annual Event at Nancy Lane Park. This year we plan to add a Car Show sponsored by Howard's Tinting and looking into live music. The event will feature our fall food truck activities with food trucks, merchandise, and informational booths. A Family Corn Hole tournament will take place and a Pumpkin Decorating Contest. There will be bounces houses, yard games, and other activities.

Doggie Day at the Splash Pad- Saturday, October 1st: 10am-2pm

This is the 3rd year and will be located at the Walker Park Splash Pad. This event is sponsored by Tipton County Paws and Claws. They have had a good turn out each year. The Splash Pad regular season ends September 30th. This will be the last run of the Splash Pad before we winterize and start prepping for the 2023 season.

Safe Night Out – Friday, October 28th: 6pm-8pm

This annual Atoka Halloween tradition is a fun-filled community Halloween event. Safe Night Out will feature a Drive-Thru Halloween Trail at Nancy Lane Park. This will be our 3rd year with the event as a Drive-Thru and we plan to add more decorations and features. Before they exit the park, each child will receive a large Halloween goody bag of candy and snacks. Thanks to the generous support of citizens and businesses throughout our community, this event has been and always will be free and open to the public.

Veterans Day Ceremony – Friday, November 11: 8:00am

The Atoka Veterans Day Ceremony is a brief, early morning tribute to those who have served our nation in the Armed Forces. Key features of the event include a 21-gun salute and the once-a-year raising of the Congressional Medal of Honor flag at Adkison Park.

Adkison Park Tree Lighting – Tuesday, November 29: 7:00pm

To start the Christmas season in Atoka, the annual tree lighting at Adkison Park is proposed for the first Tuesday after Thanksgiving. The event will include music and hot chocolate. Due to the growth of this event, we are going to plan to keep it strictly a tree lighting without activities. Activities are going to move to the morning of our Saturday Santa Ride. We are still working on the name of that event.

Santa's Ride in Atoka – Friday and Saturday, December 9th and 10th

Santa will be back on the Fire Truck for the annual two-night event riding through Atoka spreading Christmas cheer. Friday's ride will be 6:30-8:30pm and Saturday's ride from 5:30-7:30pm.

Christmas Event (Still working on the name)- Saturday December 10th: 11am-2pm

This is a new event we are proposing to alleviate some of the activities from the Tree Lighting. The goal is to have this event at Nancy Lane Park under the pavilion and surrounding areas. We will have a Santa Meet in Greet that will also include Mrs. Claus and the Grinch. Photos will be taken and made available the following week. We will request the train for rides, have an arts and crafts station, cookies, and hot chocolate.

Recommendation: Staff recommends approval of the events.

Atoka Code Enforcement

Monthly Report - Fiscal Year 2022

PERMIT INFORMATION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Building Permit - Commercial		1		2			1	1		2		1	8
Building Permit - Industrial													0
Building Permit - Residential - Addition	3	2	3	1	2		1	3	2	4	2	2	25
Building Permit - Residential - New Build	7	5	1	4	15	5	5	3	4	4	4	3	60
Building Permit - Residential - Upstairs Finish	2	1		1							2	1	7
Misc Permit - Accessory Structure	3	1	1	1	7			2	2	2	7	3	29
Misc Permit - Detached Garage					4	3							7
Misc Permit - Fence Permit	1	3	3	1	3	2		5	3	5	3	10	39
Misc Permit - Pool Permit		2	1	1	2		1		2	7	10	4	30
Misc Permit - Sign Permit	1			2				2		2			7
TOTAL PERMIT INFORMATION	17	15	9	13	33	10	8	16	13	26	28	24	212

CERTIFICATE OF OCCUPANCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Certificate of Occupancy - Commercial								1					1
Certificate of Occupancy - Industrial													0
Certificate of Occupancy - Residential	6	13	3	18	9	12	7	4	5	5	9	11	102
TOTAL CERTIFICATE OF OCCUPANCIES	6	13	3	18	9	12	7	5	5	5	9	11	103

BUILDING INSPECTIONS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Form Board / Set Back Inspection	5	5	1	2	14	3			5		4	4	43
Footing Inspection	2	1	1	1	2	1	4						12
Plumbing Inspection	4	5	4	6	6	11	4	1	8	3	5	4	61
Sheathing Inspection	9	3	4	7	7	6	6	5	5	3	2	7	64
Brick Ties Inspection	12	8	8	19	5	1	1	1	11	9	4	3	82
Framing Inspection	16	8	9	15	7	8	3	9	11	8	6	10	110
Insulation Inspection	4	6	4	15	2	7	5	6	7	9	7	6	78
TOTAL BUILDING INSPECTIONS	52	36	31	65	43	37	23	22	47	32	28	34	450

CODE ENFORCEMENT ACTIONS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Municipal Court Citations												1	1
Property Maintenance Complaints - Closed	46	12	49	60	39	49	15	25	28	103	42	28	496
Property Maintenance Complaints - Received	57	15	67	63	93	56	18			120	46	41	576
TOTAL CODE ENFORCEMENT ACTIONS	103	27	116	123	132	105	33	25	28	223	88	70	1073

PERMIT FEES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Collected Fees	\$7,293	\$3,538	\$2,368	\$4,025	\$10,172	\$4,786	\$3,313	\$2,213	\$3,370	\$4,982	\$5,120	\$4,091	\$55,271
TOTAL PERMIT FEES	\$7,293	\$3,538	\$2,368	\$4,025	\$10,172	\$4,786	\$3,313	\$2,213	\$3,370	\$4,982	\$5,120	\$4,091	\$55,271

COMMENTS
Temporary Permits: (Fireworks, Temporary signs, etc.) Fiscal Year: 7 Back Wash Pit Inspections: 3

June-22						
Incidents	Current Month	Previous Month	Current Month Last Year	Year to Date	Dollar Loss	Dollar Saved
Structure Fires-Atoka	1	3	2	20		
Structure Fires-County Area	0	4	1	32		
Total	1	7	3	52	\$0	\$0
Fires Other-Atoka	2	20	10	65		
Fires Other-County Area	3	3	1	16		
Total	5	23	11	81		
HazMat Calls-Atoka	0	1	2	14		
HazMat Calls-County Area	0	0	0	0		
Total	0	1	2	14		
MVA-Atoka	9	12	11	61		
MVA-County Area	7	5	2	20		
Total	16	17	13	81		
EMS Calls-Atoka	66	74	59	444		
EMS Calls-County Area	15	6	14	63		
Total	81	80	73	507		
Other Calls (Service, Good Intent)-Atoka	34	9	5	72		
Other Calls (Service, Good Intent)-County Area	12	0	0	13		
Smoke Alarm Checks	57	65	74	376		
Smoke Alarm Installs	1	1	3	4		
Total	46	9	5	85		
Mutual Aid Given	10	14	7	63		
Mutual Aid Received	1	3	5	41		
Total Calls-Atoka	112	119	89	676	\$0	\$0
Total Calls-County Area	37	18	18	144	\$0	\$0
Totals for the Month	149	137	107	820	\$0	\$0
Vehicle Fleet Status	DAYS OUT OF SERVICE		COMMENTS			
ENGINE 11 Smeal						
ENGINE 12 Wilson	30		Permantly OOS- Transmission, Pump			
ENGINE 13 Pierce	21		Radiator and PM Service			
BRUSH TRUCK 13 Ford						
Reserve Firefighter Hours	Training	Work	Total Hours	YTD Hours		
	12	96	108	921		
Comments						

Atoka Parks and Recreation

July Monthly Report- Calendar Year 2021-2022

Program/League Information					Special Event Information				
Description	Participants This Year	Participants Last Year	Program Cost	Fees Collected	Description	This Year	Last Year	Event Cost	Fee/Donations Collected
Summer-Y-Space Camp	16	N/A NEW	\$580.81	\$1,088.71	Rock the Block-August	est. 2,000	300 + cars	\$27,670.21	\$950.00
Summer-Y-Challenger-Soccer Camp	22	20	\$0.00	\$0.00	Autumn in Atoka	est. 500+	75+	\$1,467.60	\$2,520.00
Summer-Y-Lego 1 Camp	16	16	\$960.00	\$1,610.00	Safe Night Out	900 bags	1,000 bags	\$4,786.84	\$5,324.50
Summer-Y-Lego 2 Camp	17	N/A-NEW	\$652.40	\$1,680.00	Veteran's Ceremony-November	est. 50	est. 50	\$39.40	\$0.00
Summer-Y-Summer-Adventure Camp	19	16	\$1,053.55	\$1,472.00	Tree Lighting-December	400+	200+	\$4,068.22	\$0.00
Summer-Y-Art Camp		16			Santa's Ride-Meet/Greet-December	100+	N/A (COVID)		\$0.00
Summer-Y-Blast Ball/Tball	173	161	\$2,803.32	\$10,235.00	Christmas Decorating-December	9	14		\$0.00
Fall-Y-Soccer Camp	39	N/A- NEW	\$1,638.56	\$2,020.50	Easter-Bunny Brunch-April	74	31	\$800.00	\$945.00
Fall-Y-AYSO-Soccer	279	150	\$16,453.78	\$22,175.00	Food Truck Festival-May	46	34	\$700.00	\$2,340.00
Spring-Y-AYSO-Soccer	297	255	\$12,977.49	\$23,760.00	BBQ Fest- April	59 teams	64 teams	\$50,620.02	\$55,206.32
Fall-Y-REC-Softball	325	280	\$21,199.20	\$30,610.00	Cops & Bobbers-May	158	163	\$500.00	\$500.00
Spring-Y-FASA-Softball	368	355	\$26,682.33	\$28,915.00					
Fall-A-Kickball	3	4	\$416.00	\$684.00					
Spring-A-Kickball	N/A	N/A	\$0.00	\$0.00					
Winter-Y-Little Sports	8	25	\$203.50	\$285.00					
Summer-Y-Little Sports	25	N/A NEW	\$618.48	\$1,245.00					
Summer-A-Softball	13	9	TBA	\$5,345.00					
Fall-Y-Art Class	20	19	\$1,108.79	\$1,470.00					
Spring-Y-Art Class	32	26	\$1,250.00	\$2,300.00					
Adult-Art/Craft Class	15	N/A	\$555.65	\$465.00					
Concession Sales					Current Activities: Blast Ball/ Tball, Softball Allstars, Adult Softball, Summer Camps, Teen Nights, Tiny Tykes, and Summer Little Sports.				
Description	Current This Year	Current Year	Last	Current FYTD					
Nancy Lane Park	\$3,473.71	\$15,282.77		\$52,332.26	Current Registrations: You can still register for Teen Nights, Tiny Tykes, and Summer Little Sports. Fall Soccer and Softball registrations are also open until the 17th of July.				
Walker Park	\$6,467.74	\$5,696.44		\$19,607.61					
Rentals					Upcoming Events: Farmer's Market on July 23rd, Rock the Block on August 6th.				
Description	Current This Year	Current Year	Last	Current FYTD					
Splash Pad-Regular	\$600.00	N/A		\$2,040.00					
Splash Pad-Private	\$600.00	N/A		\$2,300.00					
Softball Fields	\$20.00	N/A		\$1,725.00					
Other Facilities	\$100.00	N/A		\$1,055.00					
Citizen Service/Park Maintenance									
Description	Current This Year	Current Year	Last	Current FYTD					
Q-Alert Service Request-Closed	4	3		17					
				12					



Atoka Police Department

68 Atoka - McLaughlin Drive



TN Incident Based Reporting System - Part 1 Crimes			
Town of Atoka	365 Days		
7/3/2022	2021	2022	+/-/=
Assault-Agg(All)	4	8	4
Assault-Agg	2	3	1
Assault-Agg DV	1	5	4
Child Abuse Agg	1	0	-1
Auto Thft	5	2	-3
Bur-Non-res	2	0	-2
Bur-Residential	3	4	1
Bur-Bus	0	1	1
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	26	16	-10
Shoplift Fel	0	2	2
Shoplift Misd	0	4	4
Th Build	1	0	-1
Th Fr M/V	4	1	-3
Th Veh Parts	2	0	-2
Th Other Trailer	5	1	-4
Other Th/Non-Specific	14	8	-6
Rape	0	1	1
Robbery-Bus	0	0	0
Robbery-Per	0	0	0
Robbery-In	0	0	0
Carjacking	0	0	0
Part 1 Totals	40	32	-8



Atoka Police Department

68 Atoka - McLaughlin Drive



	Additional Crimes & Statistics		
Town of Atoka	Year to Year Comparison		
7/3/2022	2021	2022	+/-/=
Fraud	6	3	-3
ID Theft	2	0	-2
Credit Card	2	0	-2
Swindle / Scheme	2	3	1
Counterfeit / Forgery	1	4	3
Weapons	1	0	-1
MV Crash	130	116	-14
Injury	26	22	-4
Hit and Run	5	12	7
Property damage	125	82	-43
Drugs / Narcotics	8	15	7
Felony	3	7	4
Misdemeanor	5	8	3
Driving under Influence	0	0	0
Additional Totals	146	138	-8
Misc Reports	166	143	-23
Bus and Res Alarms	124	102	-22
Calls for Service	3,975	4,558	583

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							124
EXISTING ACCOUNTS CLOSED	5	6	3	11	7	7							39
NET CHANGE - CUSTOMER ACCOUNTS	8	12	10	19	13	23	0	0	0	0	0	0	85

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							216
TOTAL SEWER SERVICE ISSUES	31	30	45	33	40	37	0	0	0	0	0	0	216

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							130
MISSSED COLLECTIONS	52	40	105	54	46	56							353
DAMAGED / REPLACED CANS	9	8	8	9	11	11							56
OTHER / TRASH	9	43	24	13	10	14							113
TOTAL SOLID WASTE SERVICE ISSUES	85	110	153	96	98	110	0	0	0	0	0	0	652

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							13
METER SET - AUXILIARY SERVICE	1	0	0	1	2	3							7
METER MAINTENANCE	1	3	3	2	0	0							9
METERS REPLACED/ Antenna Added	1	2	10	1	50	0							64
ADJUSTMENTS	0	1	3	0	2	1							7
LATE PAYMENTS	653	662	646	569	633	541							3704
NON-PAYMENT DISCONNECTION	61	111	96	62	72	81							483
TOTAL WATER SERVICE ISSUES	719	780	762	637	762	627	0	0	0	0	0	0	4287

WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	163	209	197	151	202	237							1159
SEWER	87	74	63	71	73	76							444
DITCHES, OTHER ISSUES	40	259	130	64	135	58							686
UTILITY LOCATES	71	132	134	139	153	125							754
TOTAL WORK ORDERS	361	674	524	425	563	496	0	0	0	0	0	0	3043

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							2749
E-BILL ACCOUNTS	1161	1175	1179	1180	1185	1195							7075
SOLID WASTE CUSTOMERS	2931	2935	2942	2948	2957	2967							17680
RECYCLING CUSTOMERS	2317	2324	2325	2331	2344	2355							13996

COMMENTS