

Board of Mayor and Aldermen

Meeting Agenda

Town Hall 334 Atoka-Munford Avenue Tuesday, August 09, 2022 7:00 p.m.

Invocation & Pledge of Allegiance

I. Call to Order & Roll Call

II. Minutes

a.	Regular Board Meeting – July 12, 2022	Exhibit A
b.	Special Called Meeting – July 14, 2022	Exhibit B
c.	Special Called Meeting – July 26, 2022	Exhibit C

III. Reports

a. Financial Report ❖

exhibit D

1. Sales Tax Report

IV. Old Business - None

V. New Business

- a. Appointments Atoka Fire Chief Justin McMillian
- b. Presentation Oath of Office Police Officer Rachel Williams
- c. Correspondence Comptroller of the Treasury Budget Approval Exhibit E
- d. Ordinances & Resolutions
 - Resolution Agreement for School Resource Officer
 Resolution Approving an Interlocal Agreement for Dispatching Services
 Resolution Fire Chief Services
 Exhibit G
 Exhibit H
- e. Miscellaneous Items

VI. Departmental Reports

- a. Code Enforcement
- b. Fire Departmentc. Parks Department
- d. Police Department
- e. Public Works Department

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

VIII. Citizen Concerns

IX. Adjourn

Chief Posey

Director Isbell

Chief Rudolph

Director Ellis



Office of the Town Administrator

MEMORANDUM

To: Honorable Mayor Daryl Walker & Board of Aldermen

From: Marc Woerner, Town Administrator Re: Agenda items for August 09, 2022

- 1. Exhibit A, B and C Board Meeting Minutes The minutes from the Board's regular monthly meeting in June are included for review and approval.
- **2.** Exhibit **D** Financial Reports The monthly report detailing fiscal year financial performance through the month of June is included in the packet for your review.
- **3. Appointment Atoka Fire Chief** The Board has selected Justin McMillian as Atoka Fire Chief. Mr. McMillian will succeed Chief Henry Posey who has retired and served as Atoka's first Fire Chief since 2014. The Board should consider a motion to appoint Justin McMillian as Atoka Fire Chief effective on or about August 27, 2022.
- **4.** Oath of Office Police Officer Rachel Williams Rachel Williams will be sworn in and take the Oath of Office. Officer Williams began with us on July 30th and is the newest addition to the Atoka Police Department.
- **5.** Exhibit E Comptroller of the Treasury This letter acknowledges receipt and approval of the FY2023 Town budget. This is a matter of information from the Comptroller's office. No action is required from the Board.
- **6. Exhibit F Resolution for School Resource Officer** This is a Resolution to accept a grant from the Tipton County Board of Education (TCBOA) to assist the Town with its School Resource Officer (SRO) program at the Atoka Elementary school. The Town will receive \$50,000 in funding annually from the (TCBOA) for a period of one year; the funding provided by the TCBOA will help pay the officer's annual salary.
- 7. Exhibit G Resolution Approving Emergency Communications District Agreement This resolution approves the annual contract between the Town of Atoka and the Tipton County Emergency Communications District. TCECD provides dispatching services for emergency service operations across the county, including the Atoka Police Department and Atoka Fire. The total cost of dispatching services for Atoka will be \$63,928 a rate that is

unchanged from FY2020. Those costs are split within the budget between the Police and Fire Departments based on call volumes.

8. Exhibit H – Resolution – Fire Chief – Chief Posey's retirement date was August 5, 2022. The resolution sets forth the compensation and transition timeline for Chief Posey to continue as Fire Chief on a part-time basis, providing for a smooth transition and to maintain efficient operations within the Atoka Fire Department. Justin McMillian has been selected as Atoka's next Fire Chief and Chief Posey has agreed to assist during Mr. McMillian's transition.

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



August 09, 2022

Exhibit A

TOWN OF ATOKA

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

Town of Atoka Board of Mayor and Aldermen Regular Monthly Meeting July 12, 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, John Harber, Cody Pace and Alderwoman Renfrow

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, Police Chief Anthony Rudolph, Fire Chief Henry Posey, Park Director Dorothy Isbell, Public Works Director Harvey Ellis and attached list.

Absent: Alderman Brett Giannini

Regular Monthly Meeting June 14, 2022 – Exhibit A – Alderman Feldmayer made a motion to accept the minutes as presented. Alderman Akin 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. Alderwoman Renfrow seconded the motion. All in favor. Motion carried

Old Business:

Ordinances and Resolutions:

- Ordinance 22-07-01 Final Consideration Adopting a Business License Privilege Tax 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. Alderwoman Renfrow
 seconded the motion. Roll Call. Renfrow-yes, Akin-yes, Feldmayer -yes, Harber-yes, Pace-yes and Gianniniabsent. Motion carried.
- 2. Ordinance 22-07-02 Final Consideration Amending Title 3 Municipal Court Exhibit D The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Harber made a motion to approve the ordinance as presented. Alderman Feldmayer seconded the motion. Roll call. Akin-yes, Feldmayer-yes, Harber-yes, Pace-yes, Renfrow-yes, and Giannini-absent. Motion carried.
- 3. Ordinance 22-07-03 Final Consideration Amending Title 11 Municipal Offenses Exhibit E— 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-absent. Motion carried.
- **4.** Ordinance 22-07-04 Final Consideration Amending Title 15 Municipal Offenses Exhibit F— 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. Harber-yes, Pace-yes, Renfrow-yes, Akin-yes, Feldmayer-yes and Giannini-absent. Motion carried.

New Business:

Presentations:

1. Special Presentation – Oath of Office - Fire Department – Mayor Walker administered the Atoka Fire Oath of Office to Firefighter/EMT-B Hayden Kirkdoffer

Ordinances and Resolutions:

- 1. Resolution 22-07-01 Approval of Developer agreement & Construction List Exhibit G Alderman Akin made a motion to approve the resolution amending the development agreement in section 1.8 c, removing in the first sentence "\$75,000 ("Security")" and adding "the value of public infrastructure to be installed". Alderwoman Renfrow seconded the motion. Roll call. Pace-yes, Renfrow-yes, Akin-yes, Feldmayer-yes, Harber-yes and Giannini-absent. Motion carried.
- 2. Resolution 22-07-02 Approving Occupancy Tax Collection Reporting Form Exhibit H Alderman Feldmayer made a motion to approve the resolution. Alderwoman Renfrow seconded the motion. Roll call. Renfrow-yes, Akin-yes, Feldmayer-yes, Harber-yes, Pace-yes And Giannini-absent. Motion carried.
- 3. Resolution 22-07-03 Approving Submission Grant Application Public Entity Partners Exhibit I Alderman Akin made a motion to approve the resolution. Alderman Harber seconded the motion. Roll call. Feldmayer-no, Harber-yes, Pace-yes, Renfrow-yes, Akin-yes and Giannini-absent. Motion carried.
- **4. Resolution 22-07-04 Approving Submission Grant Application STEMC Exhibit J** Alderman Feldmayer made a motion to approve the resolution. Alderman Akin seconded the motion. Roll call. Harberyes, Pace-yes, Renfrow-yes, Akin-yes, Feldmayer-yes and Giannini-absent. Motion carried.
- 5. Resolution 22-07-05 Approving Submission Grant Application Firehouse Subs Exhibit K– Alderman Feldmayer made a motion to approve the resolution. Alderman Pace seconded the motion. Roll call. Pace-yes, Renfrow-yes, Akin-yes, Feldmayer-yes, Harber-yes and Giannini-absent. Motion carried.

Miscellaneous Items:

- 1. Records Destruction Request Police Department and Utilities Department –Exhibit L Administrator Woerner reviewed the request as presented. Alderman Feldmayer made a motion to accept the request. Alderman Harber seconded the motion. All approved. Motion carried.
- 2. Approval of Summer and Fall Events Exhibit M Administrator Woerner reviewed the events as presented. Alderman Pace made a motion to approve the events. Alderman Feldmayer seconded the motion. All approved. Motion carried.

Departmental Reports:

- 1. **Code Enforcement:** The Board reviewed the report as presented.
- 2. **Fire Department:** Chief Posey reviewed the report as presented. Chief Posey advised the Board of the following: There will be a county wide active shooter drill at Atoka Elementary School Wednesday July 13th at 6 pm. The two new hires will start this month. The three new tornado sirens are now operational. Chief Posey announced that this will be his last official meeting for Atoka as he looks forward to his retirement date of August 5th, 2022. Chief thanked the Board for the opportunity to serve the community and is proud to serve as the first fire chief of Atoka.
 - Mayor Walker then presented Chief Posey with a plaque congratulating him on his accomplishments and his service to the Town of Atoka.
- 3. Parks Department: Director Isbell reviewed the report as presented. Director Isbell advised the Board of the following: There are three Atoka softball teams that will be going to the World Series Tournament. All the summer camps and programs are doing well. There will be a pop-up farmers market July 23rd 8am-1pm at the corner lot across from Town Hall. The Walker Pkwy mitigation project, which includes Walker Park, that has been underway for many months is now finalizing the legal descriptions of the properties.

- **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. There will be a second phase of an active shooter training with the fire department and other county agencies at Atoka Elementary School Wednesday July 13th, at 6 pm.
- **5. Public Works Department:** Director Ellis reviewed the report as presented. Director Ellis thanked the Board and the citizens for the warm reception and professionalism from the Board, the staff and all employees since he started working here last month.

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

- 1. Mayor Walker advised that there will be special called meetings Thursday July 14 at 6pm and Tuesday July 26 at 6pm.
- 2. Alderwoman Renfrow expressed concerns that her niece had found an "air tag" on her car. Chief Rudolph advised to contact the police should that happen.
- 3. Administrator Woerner introduced the new town attorney Amber Shaw of the Harris Shelton Firm to the Board and staff. Mrs. Shaw advised that she is looking forward to serving the Town.
- 4. Administrator Woerner advised the Board of the following: The coax cable repair should take place this week which will have all 5 sirens up and operational. There needs to be a work session for the ARPA/TDEC project funding. The long-range comp plan may be done as soon as early November. There will be a field trip scheduled for the Board and Planning Commission next Thursday July 21st to visit a couple of planned communities.
- 5. Administrator Woerner advised that for town employees to have a town credit card the bank requires that the Board approve it in the minutes. Alderman Akin made a motion for a credit card for Harvey Ellis with a limit of \$3000 and Amanda Faurbo with a limit of \$1000. Alderman Harber seconded the motion. All approved.
- 6. Administrator Woerner reminded the Board that the elected officials training level 2 is August 12th and 13th.
- 7. Administrator Woerner advised that staff has been working with Aeneas to move forward with the project to get the phone and internet set up.
- 8. Administrator Woerner advised that he and Amanda Faurbo met with the Millington Industrial Board on July 7th, both the executive director from the chamber and their industrial development board, to work towards creating our own IDB.
- 9. Alderman Pace asked about the status of the fire chief applications. Administrator Woerner advised that there were 37 applications received by the deadline last Friday. The applications are in the process of reviewing.

Citizen Concerns:

1. Rick Ramsey of 1652 Rosemark Road expressed concerns of a foul odor of sewer and a wet soft spot at the intersection of J E Blaydes and Elizabeth Drive. Mr. Ramsey also expressed concerns of speeding on Rosemark Road and missed trash collections.

Adjournment:

Mayor Walker motioned to adjourn to a closed meeting for legal advice. Alderman Feldmayer seconded the motion The meeting adjourned at 8:17 pm.

The Town of Atoka Board of Mayor and Aldermen met in a closed session meeting for legal advice in accordance with Tennessee Code Ann. Section 9-3-405.

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

W. Daryl Walker, Mayor	Deborah Pickard, Recorder
Alderman Feldmayer motioned to adjourn the open session. Ald meeting ended at 8:45 pm.	derman Harber seconded the motion. The
The Town of Atoka Board of Mayor and Aldermen came ou 8:45pm.	t of closed session to open session at
Mayor Walker motioned to adjourn the closed session. Alderma	an Feldmayer seconded the motion.
The meeting began at 8:20 pm.	
Absent: Alderman Brett Giannini	
Amber Shaw, Planning Commissioner Stephen Shopher and En	gineer Ben Ledsinger.

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner and Town Attorney





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 Special Called Meeting July 14, 2022 at 6:15 p.m.

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

The Town of Atoka Board of Mayor and Aldermen met with the following: Mayor Daryl Walker, Aldermen Barry Akin, Danny Feldmayer, Brett Giannini, John Harber, Cody Pace and Alderwoman Christy Renfrow.

Also, present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Police Chief Anthony Rudolph, Fire Chief Henry Posey, Public Works Director Harvey Ellis and the attached list.

Absent: None

Old Business: None

New Business:

1. Ordinance – First Consideration – Amending Water and Sewer Service Rates – Exhibit A – Administrator Woerner reviewed the ordinance as presented. Alderman Feldmayer made a motion to approve the ordinance with amending \$50.00 grease trap pump to \$125, the auxiliary water connection from \$900.00 to \$700.00, in Section 7 the water service from \$35.00 and \$60.00 to \$85.00, the sewer service from \$40.00 and \$50.00 to \$85.00 and in Section 1 add meter sizes to the water rates. Alderwoman Renfrow seconded the motion. Roll call. Pace-yes, Renfrow-yes, Akin-yes, Giannini-yes, Feldmayer-yes, and Harber-yes. All approved. Motion carried.

Adjournment:

Alderman Feldmayer motioned to adjourn. Alderman Akin seconded the motion. The meeting adjourned at 7:36 pm.

W. Daryl Walker, Mayor	Deborah Pickard, Recorder





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 Special Called Meeting July 26, 2022, 6:00 p.m.

The meeting was called to order by Mayor Walker at 6:00 p.m.

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

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

Also present: Deputy Town Recorder Rachel Covarrubias, Town Administrator Marc Woerner, Public Works Director Harvey Ellis, and attached list.

Absent: None

Old Business: None **New Business:**

Ordinances and Resolutions:

1. Ordinance 22-07-05– Final Consideration-Amending Water and Sewer Service Rates– Exhibit A – The Board had no objection to reading the ordinance by title only. The Deputy Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve the ordinance on final consideration. Alderman Akin seconded the motion. Roll call. Renfrow-yes, Pace-yes, Harber-yes, Feldmayer-yes, Giannini-yes, Akin-yes. All in favor. Motion carried.

ended at 6:18 pm.	ting. Alderwoman Renfrow seconded the motion. The meeting
W. Darvl Walker, Mayor	Deborah Pickard, Recorder

SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the One Month Ending July 31, 2022

General Fund	1 month	% of Budget	
Revenues:	Actual	Budget	Total Budget
Property Tax	6,203	0.3%	2,480,054
Sales Tax	303,353	8.6%	3,509,742
Grants	0	0.0%	75,327
Other Revenues	58,831	4.8%	1,231,481
Total	368,387		7,296,604
Expenditures:			
Legislature & Judicial	3,267	4.8%	68,200
Finance & Administration	55,566	8.1%	684,025
Police	174,586	7.1%	2,452,685
Fire	120,330	6.3%	1,904,603
Planning & Inspection	11,665	2.9%	407,575
Streets	28,292	3.2%	884,108
Parks & Recreation	50,901	6.0%	843,110
Total	444,607		7,244,306
	7,000	1	72.200
Excess Revenue Over Expenditures	-76,220		52,298
Cash on Hand at End of Period (1)	4,414,667		
State Street Aid Fund			
Revenue	30,726	8.6%	358,946
Expenditures	0	0.0%	358,946
Excess Revenue Over Expenses	30,726	0	
Cash on Hand at Beginning of Year	233,220	Ţ.	
Cash on Hand at End of Period	263,946		
Drug Fund		<u> </u>	<u> </u>
Revenue	48	0.1%	57,672
Expenditures	0	0.170	57,672
	, , ,	2.070	2.,0,2
Excess Revenue Over Expenses	48	0	0
Cash on Hand at Beginning of Year	90,062		
Cash on Hand at End of Period	90,110		
	,		

(1) Does not include Park AC of:

135,075

August 09, 2022

Exhibit D

Solid Waste Collections			
Revenue	57,236	8.5%	670,782
Expenditures	46,074	7.0%	655,000
Excess Revenue Over Expenses	11,162	0	15,782
Cash on Hand at Beginning of Year	128,717		0
*Cash on Hand at End of Period	139,879		15,782

SUMMARY OF FINANCIAL CONDITION WATER FUND

For the One Month Ended July 31, 2022

Cash on Hand at Beginning of Year	\$ 803,386
Cash on Hand at End of Period	\$ 791,204
Total Bonds/Notes outstanding 07/31/22	\$ 871,331

Net Income(R	egu	llatory Ba	sis) vs. Prio	r Y	'ear		
	_	Actual				P	rior Year
	,	7/31/2022	% of Budget	T	otal Budget		7/31/2021
Revenues	\$	122,007	9.69%	\$	1,259,538	\$	150,417
Expenses							
(353) Water Purchases	\$	51,564	10.31%	\$	500,000	\$	48,432
(1001.) D. H. I.D. G.	Φ.	25.616	0.070/	Φ.	200.721	ф	24.557
(100's) Payroll and Benefits	\$	25,616	8.87%	\$	288,731	\$	24,557
(260) Repair Maintenance Services	\$	3,468	4.82%	\$	72,000	\$	3,029
(241) Utility (Electric) Operations	\$	93	1.86%	\$	5,000	\$	142
(211,290,292,310) Prof Service / Office Supplies	\$	11,549	36.78%	\$	31,401	\$	9,974
* Other Operating Expenses	\$	12,675	7.86%	\$	161,240	\$	14,094
(540) Depreciation	\$	16,764	8.33%	\$	201,163	\$	16,764
Total	\$	121,729	9.66%	\$	1,259,535	\$	116,992
Net Income (loss)	\$	278		\$	3	\$	33,425

^{*} Other Operating Expenses include: Uniforms - Vehicle Maintenance - Liability, Property

[&]amp; Work Comp Insurance - Building Utilities & Mainenance

SUMMARY OF FINANCIAL CONDITION SEWER FUND

For the One Month Ended July 31, 2022

Cash on Hand at Beginning of Year	\$ 2,006,786
Cash on Hand at End of Period	\$ 1,995,417
Total Bonds/Notes outstanding 07/31/22	\$ 1,156,011

Net Income(R	egu	latory Ba	sis) vs. Prio	r Y	'ear		
		Actual				Pr	rior Year
	,	7/31/2022	% of Budget	T	otal Budget	7,	/31/2021
Revenues	\$	123,868	9.11%	\$	1,359,137	\$	98,084
Expenses							
(243) Sewer Treatment Fees	\$	30,081	16.61%	\$	181,048	\$	10,113
(100's) Payroll and Benefits	\$	27,223	8.99%	\$	302,700	\$	25,753
(260,269) Sewer Maintenance	\$	17,816	6.43%	\$	277,000	\$	9,360
(241) Utility (Electric) Operation	\$	8,533	9.48%	\$	90,000	\$	10,399
(211,290,292,310) Prof Services / Office Supplies	\$	10,412	34.89%	\$	29,840	\$	8,688
* Other Operating Expenses	\$	31,653	15.46%	\$	204,759	\$	9,859
(540) Depreciation	\$	22,816	8.33%	\$	273,790	\$	16,764
Total	\$	148,534	10.93%	\$	1,359,137	\$	90,936
Net Income (loss)	\$	(24,666)		\$	-	\$	7,148

Total - All Funds: \$ 7,644,620

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







August 09, 2022 **Exhibit E**

Jason E. Mumpower

Comptroller

July 18, 2022

Honorable W. Walker, Mayor and Honorable Board of Aldermen Town of Atoka 334 Atoka Munford Avenue Atoka, TN 38004

Dear Mayor Walker and Board of Aldermen:

This letter acknowledges receipt of a certified copy of the fiscal year 2023 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

This letter constitutes approval, by this office, for the Town's fiscal year 2023 budget as adopted by the Town's governing body.

Water and Wastewater Financing Board

Pursuant to Tenn. Code Ann. § 68-221-1010, the Town is currently subject to the oversight of the Water and Wastewater Financing Board ("WWFB") because of a regulatory decrease in net position for two consecutive years in its Water and Sewer Fund. Based upon our review of the budget, the Town projects a statutory increase in net position for the Water and Sewer Fund for fiscal year 2023. The Town should continue to comply with the directives of the WWFB.

Based upon our review of the budget, the Water and Sewer Fund projects no change in net position for fiscal year 2023. We would like to bring to your attention that the Water and Sewer Fund should operate with a budget that accurately reflects their operating revenues and expenses. In the future, please submit a budget that reflects an accurate representation of the utility system's operating budget.

Revenue Forecasts

For all future submissions, please be sure to include revenue forecasts for property taxes and sales taxes. An instructional video and an estimator tool for estimating budgetary revenues are available on our website at tncot.cc/budget.

Expenditures Not Appropriated

During our review of the budget we noted that the Town's most recent audit has a finding of actual expenditures exceeding budget appropriations. All expenditures should be authorized in the original budget or an amendment to that budget or in a supplemental appropriation. The Town's governing body needs to take steps to ensure that expenditures are closely monitored and the Town stays within the budget appropriations.

Budget Ordinance

The Municipal Budget Law of 1982 applies to any municipality that does not have budget provisions in its private act charter that are at least as detailed as provided by Tenn. Code Ann. § 6-56-203(1) and (3). It appears the Town is subject to the requirements of this law. Please compare the requirements of the Town's private act charter to the Municipal Budget Law of 1982.

Contact Information

Please be sure to also include an email address for the Town's mayor in the cover letter in the future.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Adam Tschida, at 615-747-5340 or Adam. Tschida@cot.tn.gov.

Very truly yours,

Betsy Knotts

Director of the Division of Local Government Finance

cc:

Mr. Ross Colona, Utility Manager, Division of Local Government Finance

Mr. Mark Woerner, Town Administrator, Town of Atoka

Ms. Debbie Pickard, Recorder, Town of Atoka

BK:at

RESOLUTION NO.

A RESOLUTION APPROVING A CONTRACT BETWEEN THE TIPTON COUNTY BOARD OF EDUCATION AND THE TOWN OF ATOKA.

WHEREAS, The Tipton County Board of Education received a grant from the State of Tennessee for the School Resource Officer (SRO) program;

WHEREAS, The Tipton County Board of Education approved a funding allocation to the Atoka Police Department in the amount of \$50,000 annually for a period of one year to support the SRO program at the Atoka Elementary School.

WHEREAS, the terms and conditions of the agreement are outlined in the contract between the Tipton County Board of Education and the Town of Atoka.

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

- **SECTION 1.** The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby approves and accepts the agreement between the Tipton County Board of Education and the Town of Atoka.
- **SECTION 2.** The Mayor is authorized and directed to execute, and the Town Recorder is hereby authorized and directed to attest and fix the seal of the Town of Atoka, Tennessee on the agreement in substantively the same form and content as the agreement has been proposed.
- **SECTION 3.** The Town Recorder is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.
- **SECTION 4.** This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.
- **PASSED** by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 9th day of August, 2022.

	Mayor
ATTEST:	
Town Recorder	

School Resource Officer Agreement 7-19-22 Date

Agreement is ma COUNTY BOAI as follows:	ade this the 19th Day of John 2022 by the TIPTON RD OF EDUCATION and the Atoka Police (APD) DEPARTMENT
	<u>WITNESSETH:</u>
(1) School	Department agrees to provide for the Tipton County on (Ataka Elementary Schools) and to manage ce Officer (SRO) Program in the Tipton County School System consisting of Resource Officer(s). The Tipton County Board of Education and the Department desire to set forth in the SRO agreement the specific ons of the services to be performed and provided by the said SRO in the Tipton system;
	Now, therefore, the parties hereto agree as follows:
1.0 Goals and Education goals and	Objectives- It is understood and agreed that the Tipton County Board of and PD Department officials share the following objectives with regard to the SRO program in the schools:
kno	foster educational programs and activities that will increase student's owledge of and respect for the law and the functions of law enforcement encies;
	encourage SRO's to attend extra-curricular activities held at schools, when sible, such as PTO meetings, Athletic events and concerts;
flag the	act swiftly and cooperatively when responding to major disruptions and grant criminal offenses at school, such as: disorderly conduct by trespassers, possession and use of weapons on campus, the illegal sale and/or distribution controlled substances, and riots;
1.4 To offi	report crimes that occur on campus and to cooperate with the law enforcement cials in their investigation of crimes that occur at school;
1.5 To offe	cooperate with law enforcement officials in their investigations of criminal ences which occur off campus; and

	1.6	To encourage SRO's to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when the patrol officer is not available.
2.0	Emp	loyment and Assignment of School Resource Officers
	2.1	The Department agrees to employ one SRO during the term of this agreement. The SRO shall be employed by the Department and shall be subject to the administration, supervision and control of the Department, except as such administration, supervision and control is subject to the terms and conditions of this agreement.
	2.2	The Department agrees to provide and to pay the SRO's salary (in accordance with section 17.0) and employment benefits in accordance with the applicable salary schedules and employment practices of the Department, including but not limited to: sick and vacation days, comp time, retirement contributions, short and long-term disability insurance, life insurance, workers' comp insurance, medical/hospitalization insurance, dental and vision insurance. The SRO's shall be subject to all other personnel policies and practices of the Department except as such policies or practices may have to be modified to comply with the terms and conditions of this agreement.
	2.3	The Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO with input from Tipton County Schools (TCS) Department shall hold the Tipton County Board of Education free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SRO's.
	2.4	The SRO's shall be assigned by the APD Department as follows: 2.4.1 (1) officer(s) for Atoka Elementary Schools!

	2.5	In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the
	2.6	The SRO will notify the principal or his/her designee when leaving or returning to campus during the assigned shift.
3.0	Duty	Hours
	3.1	The SRO's shall be on duty at their respective school(s) from fifteen minutes before the beginning of the student instructional day until fifteen minutes after the end of the students' school day unless modified by the mutual agreement between the
4.0		Qualifications of SRO's-To be an SRO an officer must first meet all of the ving basic qualifications:
	4.1	Shall be a commissioned officer in the State of Tennessee and should have two years of law enforcement experience;
	4.2	Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations.
	4.3	Shall be capable of conducting in depth criminal investigations;
	4.4	Shall possess even temperament and set a good example for students; and
	4.5	Shall possess communication skills that would enable the officer to function effectively within the school environment.
5.0	Duties	of SRO's
	5.1	To protect lives and property for the citizens and public school students of the city;

- 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of the Board of Education policies and administrative regulations regarding student conduct, as to school code violations, the SRO will take the student to the principals' office for discipline to be meted out by school officials;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principals designee or by the parents of a student;
- To answer questions and conduct classroom presentations for students in the law related education field;
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 5.7 To provide security for special school events or functions, such as PTO meetings, at the request of the principal or TCS; and to request additional resources for certain events where additional officers are needed, including contacting reserve officers for special events and ball games.
- 5.8 To provide traffic control during the arrival and departure of students on an as needed basis, including special events such as graduation, ball games and filling in for the crossing guard when needed.
- 5.9 It will be the responsibility of the SRO to report all crimes originating on campus, including but not limited to motor vehicle collisions, violations of Federal Law, State Law or City Ordinances.
- 5.10 The SRO will share information with the administrator about persons and conditions that pertain to campus safety concerns.
- 5.11 The SRO will attend discipline hearings involving students at the direction of the principal. The SRO will represent law enforcement's interest during these hearings.

	5.12	The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:
		5.12.1 Drugs and the law-adult and juvenile
		5.12.2 Alcohol and the law-adult and juvenile
		5.12.3 Sexual assault prevention
		5.12.4 Safety programs-adult and juvenile
		5.12.5 Gangs and gang prevention-adult and juvenile
		5.12.6 Assistance in other crime prevention programs as assigned
6.0	Chair	n of Command
	6.1	As employees of the Department, SRO's shall follow the chain of command as set forth in the Department policies and procedure manual.
	6.2	In the performance of their duties, SRO's shall also coordinate and communicate with principal, or the principals' designee, of the school to which they are assigned.
7.0	Traini	ng and Briefing
	7.1	All SRO's shall be required by the
	7.2	Training sessions will be conducted to provide SRO with the appropriate inservice training such as up-dates in the law, in-service firearm training and inservice Taser training. The Tipton County School System also may provide training in Board of Education policies, regulations and procedures.

8.0 Dress Code

The SRO's will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

9.0 Supplies and Equipment

- Weapons and ammunition will be provided by the 9.1 Department. The weapon will be standard issue patrol handgun. Ammunition will be determined by the firearms instructor for the department.
- 9.2 Office supplies will be provided by the Tipton County Board of Education. This includes the usual and customary office supplies and forms required in the office within the school that is accessible by the students. Each SRO shall also be provided a computer, printer, internet access for confidential intelligence sharing
 - Motor Vehicle(s) will be provided by the Tipton County Board of Education, this includes a fully equipped patrol car for each SRO. In addition the Tipton County Board of Education agrees to:

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 - Purchase and maintain comprehensive general auto liability insurance on the said vehicle(s) in an amount not less than the coverage recommended

10.0 Transporting Students

- 10.1 It is agreed that SRO's shall not transport students in their vehicles except:
 - 10.1.1 When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
 - 10.1.2 When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor.
- 10.2 If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.
- 10.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.
- 10.4 Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SRO's shall not transport students in their personal vehicles.
- 10.5 SRO's shall notify the school principal before removing a student from campus.
- 11.0 Investigation, Interrogation, Search and Arrest Procedures

The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

- 11.1 Interrogation Procedures. In the event of a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should:
 - 11.1.1 Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the Tipton County School System.
 - 11.1.2 Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or attorney (Miranda), or to end the interview. The questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.
 - 11.1.3 If a student is detained, placed in custody or arrested, the student must be advised of his/her Miranda Warning prior to further questioning by an SRO.

11.2 Search Procedures

If the school official has reasonable suspicion for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violation either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all other persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

11.3 Reporting of Serious Crimes

If the investigation uncovers evidence of a serious crime as defined in Tennessee Statute and Tipton County School Board administrative regulations, the school official shall notify the SRO, the student's parent/guardian and the appropriate school personnel.

- 11.4 Arrest Procedures-School Related Crimes
 - 11.4.1 Juveniles. When a SRO attests or takes a juvenile under the age of 18 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:
 - 11.4.1.1 Divert the juvenile from court by:
 - 11.4.1.1.1 Release
 - 11.4.1.1.2 Counsel and release
 - 11.4.1.1.3 Release into the custody of the juvenile's parent, guardian or custodian.
 - 11.4.1.1.4 Referral to community service
 - 11.4.1.2 Bring the juvenile before the juvenile court
 - 11.4.1.2.1 Seek a juvenile petition
 - 11.4.1.2.2 Seek a juvenile petition and request a custody order.
 - 11.4.1.2.3 Immediately take the juvenile into custody.
 - 11.4.1.3 Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.
 - 11.4.2 Student over the age of 16 years of age. When an SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the school.

- 11.4.3 If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.
- 11.4.4 If the school initiated the arrest of the student, the principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.
- 11.4.5 If the SRO initiates the arrest, the SRO shall contact the student's parent as soon as practical after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.
- 11.5 Arrest Procedures-Crimes committed off campus. Crimes committed at school bus stops or while students are walking to and from school.
 - 11.5.1 School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offences which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.
 - 11.5.2 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.
- 11.6 Investigation and Arrest Procedures-other crimes committed off campus.
 - 11.6.1 Investigations involving students under age 14.
 - 11.6.1.1 As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.
 - 11.6.1.2 If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for

some other reason deem it necessary to interview a student under age 14 at school during school hours:

- 11.6.1.2.1 The officer shall contact the school principal and /or SRO in advance and state the reason(s) to conduct an interview of a student at the school;
- 11.6.1.2.2 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;
- 11.6.1.2.3 Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;
- 11.6.1.2.4 No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney is present;
- 11.6.1.2.5 The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.6.1.2.6 As a general rule, school officials should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.
- 11.6.2 Investigations involving students14 years of age or older.
 - 11.6.2.1 SRO's and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.
 - 11.6.2.2 The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;
 - 11.6.2.3 The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation; and

- 11.6.2.4 The SRO or investigating officer shall make a reasonable effort to notify the students' parents or guardians and to offer the opportunity to be present during the interrogation.
- 11.6.2.5 Parental consent is not required to interview a witness and the presence of the students' parent, guardian or attorney is not required to interrogate a suspect.
- 11.6.2.6 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

12.0 Bomb Threats

It is a misdemeanor/felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see Tipton County School System Emergency Procedures Manual). In all cases, the principal shall report such incidents to the area assistant superintendent and to the SRO. In the absence of physical evidence, it is the principal's decision to evacuate the school.

13.0 Controlled Substances

- 13.1 School officials shall notify the SRO in all cases involving all possessions, sales or distribution of controlled substances at school or school activities.
- Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

14.0 Riots and Civil Disorders

- 14.1 In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- 14.2 If, in the opinion of the principal and/or the SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the appropriate assistant superintendent.
- 14.3 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
- 14.4 The principal or his designees shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 14.5 If deemed necessary by school and law enforcement officials. The media and public may be restricted to an area off campus away from the disturbance until order is restored.
- 14.6 The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.
- 14.7 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

15.0 Access to Education Records

- 15.1 School officials shall allow SRO's to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.
- 15.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or

		15.3	If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.
	16.0	annua	of Agreement. The term of this agreement is effective commencing on July 19, 2022. The agreement shall be renewed and extended ally for additional and successive one-year terms unless notice of non-renewal is a by either party, in writing, prior to June 15 th of the initial or any succeeding term.
	17.0	Consi	ideration
		18.0	For and in consideration of the
115		18.1	The said compensation shall be paid by the Tipton County Board of Education to the Department in twelve monthly installments on or about the first day of each calendar month.
U. 4.9	# 5	°D, CC	The said compensation shall be paid by the Tipton County Board of Education to the
	19.0	Insura	nce and Indemnification
		19.1	The
		19.2	The Department agrees to hold the Tipton County Board of Education its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO program.

safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

20.0 Evaluation

It is mutually agreed that the Tipton County School System shall evaluate annually the SRO program and the performance of each SRO from forms developed jointly by the parties. It is further understood that the Tipton County School System's evaluation of each officer is advisory only and that the ______ Department retains the final authority to evaluate the performance of the SRO's.

- 21.0 None-functions of the SRO-This list should not be considered inclusive. The Chief of Police retains the authority to expand or reduce responsibilities at his discretion.
 - 21.1 The SRO will not perform any duties regularly assigned to school personnel, such as lunch room or hallway duty. The SRO will not be utilized to monitor study hall or the in-school suspension room. Nothing herein prohibits the SRO from being present in these areas in order to interact with students or faculty.
 - 21.2 The SRO will not be assigned to cover a classroom as a substitute teacher.
 - 21.3 The SRO will not serve as a driveway or parking lot attendant. The SRO will control parking in accordance with Tennessee State Law or Ordinances and/or Private Acts.
 - 21.4 The SRO will not be responsible for selling parking decals. The SRO is not allowed to handle any funds belonging to the Tipton County School System or the Tipton County Board of Education.
 - 21.5 The SRO will not attend any functions held outside of the jurisdiction of in uniform without the prior approval of the Chief of Police and/or Sheriff.

Addendum: If a school has summer school, an sno Addendum: the needed at a school that is having sommer school,

	TIPTON COUNTY BOARD OF EDUCATION Sign: OMN Comb.S
	DEPARTMENT
	Sign:
	Print:
	NOTES:

DECOLUTION NO	August 09, 2022
RESOLUTION NO	Exhibit (

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND THE TIPTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT FOR EMERGENCY DISPATCHING SERVICES.

WHEREAS, the Town of Atoka desires to provide emergency dispatching services for the Town, its residents and businesses; and

WHEREAS, the Tipton County Emergency Communications District has the capacity to provide the desired services to the Town and the two entities have come to agreement on a proposal that is determined to be in the best interests of the Town in providing the services; and

WHEREAS, under the proposal, the Tipton County Emergency Communications District will provide the required emergency dispatching services and charge the appropriate fees for said services, as more fully described in the proposed agreement attached to this resolution and incorporated by reference herein.

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

SECTION 1. The Board of Mayor and Aldermen of the Town of Atoka, Tennessee hereby approves and accepts the agreement by and between the Town of Atoka, Tennessee and the Tipton County Emergency Communications District in substantively the same form and content as the agreement has been proposed.

SECTION 2. The Mayor is authorized and directed to execute and the Town Recorder is hereby authorized and directed to attest and fix the seal of the Town of Atoka, Tennessee on the agreement in substantively the same form and content as the agreement has been proposed.

SECTION 3. The Town Recorder is hereby directed to file in her office a duplicate or copy of the agreement after it has been executed by the parties or their duly authorized representatives.

SECTION 4. This Resolution takes effect immediately upon its passage and approval, the public welfare requiring it.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 9th day of August 2022.

A TTEOT.	Mayor	
ATTEST:		

RECEIVED

AUG 0 4 2022

TOWN OF ATOKA, TN

TIPTON COUNTY EMERGENCY COMMUNICATIONS DISTRICT 220 HIGHWAY 51 N, STE 4 COVINGTON, TN 38019 PHONE (901) 476-0252 FAX (901) 475-4362

INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES

This Agreement is by and between the Tipton County Emergency Communications District (hereinafter, "District") and the Town of Atoka, Tennessee (hereinafter, "Town").

WHEREAS, the District is an emergency communications district established pursuant to Tennessee Code Annotated § 7-86-101 et. seq. to provide emergency communications and dispatch services within Tipton County. Tennessee; and

WHEREAS, the Town is a municipality in Tipton County, Tennessee, which has an operational need for the services the District, provides;

- NOW, THEREFORE, in accordance with the provisions of Tennessee Code Annotated § 12-9-101 et. seq., applicable to interlocal cooperation and agreements, the Parties agree as follows:
- Section 1. **Purpose.** The purpose of this Agreement is to set forth the Parties' understanding regarding the provision by the District of certain emergency communication and dispatch services to the Town.
- Section 2. No Separate Entity Created. This Agreement does not create nor seek to create a separate legal entity.
- Section 3. No Property Acquired. No real or personal property will be acquired or held in connection with this Agreement and, accordingly, there shall be no such property disposed of upon the termination of this Agreement.
- Section 4. **Provision of Communication Services.** In consideration of the fee for services as set forth in Section 5. below, the District will:
 - a. receive from persons within the Town, on a twenty-four (24) hour per day, three hundred sixty-five (365) day per year basis, telephone calls for law enforcement and/or fire services and will. in turn, dispatch, as appropriate, personnel from the Town's Police Department and/or Fire Department, and/or if a response by a provider of emergency medical services is requested or otherwise is or may be appropriate will

- transfer the information to Baptist Ambulance Service in order that personnel at said Ambulance Service may determine and provide the appropriate response;
- b. maintain equipment in its call center and sufficient personnel to operate said equipment as necessary to perform the services set forth in paragraph l.(a) above;
- c. perform the services identified in paragraph l.(a) above in a timely and professional manner.

Section 5. Payment of Fees and Manner of Financing. In consideration of the undertakings of the District as set forth in Section 4, and its paragraphs (a). (b) and (c), the Town will pay the District a total sum of sixty-three thousand, nine hundred, twenty-eight dollars and fifty-two cents (\$63,928.52) for a period of twelve (12) calendar months of service beginning July 1, 2022 and ending June 30, 2023. Payment of this total sum shall occur by way of three (4) quarterly payments, each in the amount of fifteen thousand, nine hundred, eighty-two dollars and thirteen cents. (\$15,982.13), which shall be due on July 01. 2022, Oct 01, 2022, Jan 01, 2023 and Apr 01, 2023 Funding for such payments shall occur via the customary means the Town utilizes to raise revenue for services it obtains from vendors. The Town shall adhere to its customary budgeting and accounting practices regarding the expenditure of such funds.

Each quarterly payment is due on the date set out herein. There is a thirty (30) day grace period in which payment shall be received.

In addition to the foregoing, in the event the District utilizes legal services in connection with the non-payment or non-timely payment of the amount set forth herein, the Town herewith agrees to pay any and all costs, including attorney fees, incurred by the District in obtaining said payment.

Section 6. **Joint Board.** It is understood and agreed by and between the Parties that for the purposes of liaison and the administration of this Agreement, there is hereby delegated the authority to the Chief of Police of the Town and the Chief of the Fire Department of the Town, acting on behalf of the Town, and to the Chairman of the Board of the District and the Director of the District, acting on behalf of the District. to jointly form a liaison and administrative board for carrying out such purposes. It is understood and agreed that responsibility associated with such liaison and administrative duties may be delegated by said officials to employees of their agency or department. Each Party shall notify the other within ten (10) days following the effective date of this Agreement of the identity of those persons who will serve on the liaison and administrative board.

Section 7. **Term of Agreement.** Subject to the appropriate prior governing body approval as required by the Town and the Board of Directors of the District, this Agreement shall become effective on July 01, 2022, and shall expire on June 30, 2023. The Parties agree that on or before February 01, 2022 they will enter into negotiations for an extension of, or a successor to, this Agreement. The Town agrees that in any extension of this Agreement or a successor agreement, as the case may be, the payment for services to be rendered by the District shall be based on the increase in the population of the Town during the term of this Agreement, and on the increase in the volume of telephone calls received by the District during the term of this Agreement; except that, in any event, the Town agrees that the total payment for twelve (12) months of service, or for any agreed upon period of extension of less than twelve (12) months of service, to be paid to the District in any extension of, or successor to this Agreement will not be an amount less than the amount set forth in paragraph II. above, or as said amount may be prorated to apply to a period of extension of less than twelve (12) months.

Section 8. No Waiver. No officer, employee, or agent or otherwise of the Town or the District has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement at law shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. Failure of any Party to enforce, at any time, any of the provisions of this Agreement or to require, at any time, performance by any other party of any provision shall not, in any way, effect the validity of this Agreement or any part hereof, or the right of any Party to thereafter enforce each and every such provision.

Section 9. **Entire Agreement.** This Agreement contains all of the agreements of the Parties with respect to any matters covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

Section 10. Severability of Terms. Any provision of this Agreement, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof; and such other provisions shall remain in full force and effect,

Section 11. Amendments. This Agreement may be amended only in writing and upon satisfaction of all requirements for the amendment of Interlocal Agreements as set forth in Tennessee Code Annotated § 12-9-101 et. seq., or any other applicable statute.

Section 12. **Jurisdiction.** This Agreement is made an entered into in Tipton County, Tennessee. The internal laws of the State of Tennessee shall be applicable governing any dispute arising hereunder. In the event of a dispute which leads to litigation, the non-prevailing Party agrees to pay the attorney fees and costs of the prevailing Party in such litigation.

Agreed to this day of	2022
*	
Town of Atoka:	Tipton County Emergency Communications District
By:	Communications District
Mayor Mayor	By The When
D	Chairperson
By:Budget & Accounts Manager	By:
	Director
	By ten nerku
	Autorney for District

August 9, 2022 Fyhihit H

RESOLUTION NO.

A RESOLUTION ESTABLISHING COMPENSATION BETWEEN THE FIRE CHIEF AND THE TOWN OF ATOKA, TENNESSEE.

WHEREAS, Henry Posey as Fire Chief for the Atoka Fire Department has submitted his retirement date of August 5, 2022; and,

WHEREAS, the Town of Atoka desires to maintain productive and efficient operations within the Atoka Fire Department; and,

WHEREAS, the Board of Mayor and Aldermen have selected the next Fire Chief of the Atoka Fire Department, who begins employment as the Fire Chief on or about August 27, 2022,

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

- **SECTION 1.** Henry Posey shall remain as the Fire Chief for the Atoka Fire Department on a part-time basis. This resolution does not provide any guarantee of employment and his employment shall remain "at-will".
- **SECTION 2.** Henry Posey shall work a flexible schedule that will not exceed forty (40) hours per pay period, to maintain productive and efficient fire department operations.
- **SECTION 3.** Henry Posey shall continue to receive his current rate of pay; however, it shall be paid at the hourly rate of \$35.95 per hour.
- **SECTION 4.** Henry Posey shall retain his take-home vehicle to be used for town business and to be available for after-hours and On-Call emergencies.
- **SECTION 5.** To allow a smooth transition to the incoming Fire Chief, Henry Posey agrees that he shall assist in the transition of the new Fire Chief on an as-needed basis, until September 23, 2022. In any event his employment shall terminate no later than September 23, 2022.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee on the 9th day of August 2022.

ATTEST:	W. Daryl Walker, Mayor
Town Recorder	

Code Enforcement Report

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Building Permit - Commercial													0
Building Permit - Industrial													0
Building Permit - Residential - Addition	2												2
Building Permit - Residential - New Build	2												2
Building Permit - Residential - Upstairs Finish	1												1
Misc Permit - Accessory Structure	3												3
Misc Permit - Detached Garage	1												1
Misc Permit - Fence Permit	6												6
Misc Permit - Pool Permit	2												2
Misc Permit - Sign Permit	1												1
TOTAL PERMIT INFORMATION	21	0	0	0	0	0	0	0	0	0	0	0	21

CERTIFICATE OF OCCUPANCY	TOT	AUG	SEP	OCT	NON	DEC	JAN	FEB	MAR	APR	MAY	NOf	TOTAL
Certificate of Occupancy - Commercial													0
Certificate of Occupancy - Industrial													0
Certificate of Occupancy - Residential	11												11
TOTAL CERTIFICATE OF OCCUPANCIES	11	0	0	0	0	0	0	0	0	0	0	0	11
SHOULD INCOME.	шш	01.4	27.2	150	1014	272	14.61	2	9000	90.0	AVVV	MIN	INTOF

Form Board / Sat Back Inspection	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	3												8
Footing Inspection													0
Plumbing Inspection 5	2												5
Sheathing Inspection 4	t												4
Brick Ties Inspection 4	1												4
Framing Inspection 11	1												11
Insulation Inspection	6												6
TOTAL BUILDLING INSPECTIONS 36	9	0	0	0	0	0	0	0	0	0	0	0	36

CODE ENFORCEMENT ACTIONS	JUL	JUL AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	NOſ	TOTAL
Municipal Court Citations													0
Property Maintenance Complaints - Closed	39												39
Property Maintenance Complaints - Received	7												7
TOTAL CODE ENFORCEMENT ACTIONS	46	0	0	0	0	0	0	0	0	0	0	0	46

PERMIT FEES	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Collected Fees	998'8\$												\$3,366
OTAL PERMIT FEES	998'8\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	99£'£\$

COMMENTS

Temporary Permits: (Fireworks, Temporary signs, etc..) Fiscal Year:



ATOKA FIRE DEPARTMENT MONTHLY REPORT



July-22						
Incidents	Current Month	Previous Month	Current Month Last Year	Year to Date	Dollar Loss	Dollar Saved
Structure Fires-Atoka	1	1	6	21		
Structure Fires-County Area	2	0	5	34		
Total		1	11	55	\$0	\$0
Fires Other-Atoka	13	2	3	78		
Fires Other-County Area	2	3	2	18		
Total		5	5	96		
HazMat Calls-Atoka	0	0	1	14		
HazMat Calls-County Area	0	0	0	0		
Total		0	1	14		
MVA-Atoka	6	9	11	67		
MVA-County Area	0	7	3	20		
Total		16	14	87		
EMS Calls-Atoka	81	66	71	525		
EMS Calls-County Area	16	15	7	79		
Total		81	78	604		
Other Calls (Service, Good Intent)-Atoka	3	34	8	75		
Other Calls (Service, Good	3	34	0	/3		
Intent)-County Area	1	12	0	14		
Smoke Alarm Checks	61	57	40	437		
Smoke Alarm Installs	2	1	5	6		
Total		46	8	89		
Mutual Aid Given	1	10	6	64		
Mutual Aid Received	4	1	6	45		
Total Calls-Atoka	104	112	100	780	\$0	\$0
Total Calls-County Area	21	37	17	165	\$0	\$0
Totals for the Month	125	149	117	945	\$0	\$0
Vehicle Fleet Status	DAYS OUT	OF SERVICE		COMM	MENTS	
ENGINE 11 Smeal)				
ENGINE 12 Wilson	3	1		Permane	ntly OOS	
ENGINE 13 Pierce	()				
BRUSH TRUCK 13 Ford	()				
Reserve Firefighter Hours	Training	Work	Total Hours	YTD Hours		
	0	48	48	969		
Comments						

6 Grass fire made during the hot and dry month of July while burn ban was in effect. Station 1 closed 7a-7p on 7/2/2022 for no staffing.

Atoka Parks and Recreation

August Monthly Report- Calendar Year 2022-2023

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			Pop-Up Farmer's Market- July	5	N/A	\$350.00	\$50.00
Summer-Y-Challenger-Soccer Camp		22			Pop-Up Farmer's Market- August		N/A		
Summer-Y-Lego 1 Camp		16			Pop-Up Farmer's Market- Sept.		N/A		
Summer-Y-Lego 2 Camp		17			Pop-Up Farmer's Market- Oct.		N/A		
Summer-Y-Summer-Adventure Camp		19			Pop-Up Farmer's Market- Nov.		N/A		
Summer-Y-Art Camp	20	16	\$710.00	\$1,560.00	Rock the Block-August		est. 2,000		
Summer-Y-Blast Ball/Tball		173			Autumn in Atoka		est. 500+		
Fall-Y-Soccer Camp		39			Safe Night Out		900 bags		
Fall-Y-AYSO-Soccer	247	279			Veteran's Ceremony-November		est. 50		
Spring-Y-AYSO-Soccer		297			Tree Lighting-December		400+		
Fall-Y-REC-Softball	319	325			Santa's Ride-Meet/Greet-December		100+		
Spring-Y-FASA-Softball		368			Christmas Decorating-December		9		
Winter-Y-Little Sports		8			Easter-Bunny Brunch-April		74		
Summer-Y-Little Sports		25			Food Truck Festival-May		46		
Summer-A-Softball	13	9	\$3,828.41	\$5,380.00	BBQ Fest- April		59 teams		
Fall-Y-Art Class	21	20			Cops & Bobbers-May		158		
Spring-Y-Art Class		32							
Adult-Art/Craft Class		15							
oncession Sales									
Description	Current This Year	Current Last Year	Current FYTD	Last FYTD	Current Activities: Softba	ll and Soc	cer are st	arting pract	tices this
Nancy Lane Park	\$1,427.83	\$1,713.22	\$1,427.83	\$1,713.22	month.				
Walker Park	\$4,774,97	\$4.269.18	\$4,774.97	\$4.269.18					

Current Registrations: Fall Tiny Tykes and Teen Nights, Fall Art Class for the 10-15 age group, and Pop-Up Farmer's Markets.

Upcoming Events: Pop-Up Farmer's Market on August 13th from 8am-1pm.

Description	This Year	Year	Currentiib	Lustiiib
Nancy Lane Park	\$1,427.83	\$1,713.22	\$1,427.83	\$1,713.22
Walker Park	\$4,774.97	\$4,269.18	\$4,774.97	\$4,269.18
Rentals				
Description	Current This Year	Current Last Year	Current FYTD	Last FYTD
Splash Pad-Regular	\$640.00	\$560.00	\$640.00	\$560.00
Splash Pad-Private	\$750.00	\$750.00	\$750.00	\$750.00
Softball Fields	\$20.00	\$85.00	\$1,725.00	\$85.00
Other Facilities	\$0.00	\$0.00	\$0.00	\$0.00
Citizen Service/Park Maintenance				
Description	Current This Year	Current Last Year	Current FYTD	Last FYTD
Q-Alert Service Request-Closed	3	2	3	2



Atoka Police Department 68 Atoka - McLaughlin Drive



	TN Incident E	Based Reporting S	ystem - Part 1 Crimes
Town of Atoka		365 Days	
7/31/2022	2021	2022	+/-/=
Assault-Agg(All)	5	11	6
Assault-Agg	2	4	2
Assault-Agg DV	2	7	5
Child Abuse Agg	1	0	-1
Auto Thft	5	2	-3
Bur-Non-res	3	0	-3
Bur-Residential	5	4	-1
Bur-Bus	0	2	2
Homicide	0	0	0
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	28	23	-5
Shoplift Fel	0	2	2
Shoplift Misd	0	8	8
Th Build	1	0	-1
Th Fr M/V	4	2	-2
Th Veh Parts	2	1	-1
Th Other Trailer	5	1	-4
Other Th/Non-Specific	16	9	-7
Rape	0	1	1
Robbery-Bus	0	0	0
Robbery-Per	0	1	1
Robbery-In	0	1	1
Carjacking	0	0	0
Part 1 Totals	46	44	-2



Atoka Police Department 68 Atoka - McLaughlin Drive



	Ac	ditional Crimes &	Statistics
Town of Atoka	Year to Year Comp	parison	
7/31/2022	2021	2022	+/-/=
Fraud	7	6	-1
ID Theft	2	1	-1
Credit Card	2	0	-2
Swindle / Scheme	3	5	2
Counterfeit / Forgery	1	5	4
Weapons	1	0	-1
MV Crash	146	127	-19
Injury	26	23	-3
Hit and Run	6	15	9
Property damage	140	89	-51
Drugs / Narcotics	8	16	8
Felony	3	8	5
Misdemeanor	5	8	3
Driving under Influence	0	0	0
Additional Totals	163	154	-9
Misc Reports	179	169	-10
Bus and Res Alarms	152	123	-29
Calls for Service	4,616	5,437	821

Atoka Public Works

Monthly Report - Calendar Year 2022

CUSTOMER ACCOUNTS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW ACCOLINIS OBENED	13	18	13	30	00	30	20						144
NEW ACCOUNTS OPENED	T	10	13	30	72	30	07						144
EXISTING ACCOUNTS CLOSED	5	9	3	11	,	,	6						48
NET CHANGE - CUSTOMER ACCOUNTS	8	12	10	19	13	23	11	0	0	0	0	0	96
SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	INTA	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	31	30	45	33	40	37	25						241
TOTAL SEWER SERVICE ISSUES	31	30	45	33	40	37	52	0	0	0	0	0	241
SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	15	19	16	20	31	29	30						160
MISSED COLLECTIONS	52	40	105	54	46	56	75						428
DAMAGED / REPLACED CANS	6	8	∞	6	11	11	7						63
OTHER / TRASH	6	43	24	13	10	14	6						122
TOTAL SOLID WASTE SERVICE ISSUES	82	110	153	96	86	110	121	0	0	0	0	0	773
WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	2	1	4	2	3	1	0						13
METER SET - AUXILIARY SERVICE	1	0	0	1	2	3	5						12
METER MAINTENANCE	1	3	3	2	0	0	0						6
METERS REPLACED/ Antenna Added	1	2	10	1	20	0	0						64
ADJUSTMENTS	0	1	3	0	2	1	3						10
LATE PAYMENTS	653	662	646	269	633	541	646						4350
NON-PAYMENT DISCONNECTION	61	111	96	62	72	81	77						260
TOTAL WATER SERVICE ISSUES	719	780	762	637	762	627	731	0	0	0	0	0	5018
WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JOLY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	163	209	197	151	202	237	228						1387
SEWER	87	74	63	71	73	76	70						514
DITCHES, OTHER ISSUES	40	259	130	64	135	58	80						766
UTILITY LOCATES	71	132	134	139	153	125	86						840
TOTAL WORK ORDERS	361	674	524	425	263	496	464	0	0	0	0	0	3507
WASTE PRO QUARTERLY COLLECTION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WASTE COLLECTED													0
BILLING INFORMATION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ACH ACCOUNTS	432	440	460	463	473	481	486						3235
E-BILL ACCOUNTS	1161	1175	1179	1180	1185	1195	1201						8276
SOLID WASTE CUSTOMERS	2931	2935	2942	2948	2957	2967	2977						20657
RECYCLING CUSTOMERS	2317	2324	2325	2331	2344	2355	2349						16345