Board of Mayor and Aldermen
Meeting Agenda

Town Hall
334 Atoka-Munford Avenue

Tuesday, December 12, 2023
7:00 p.m.

Invocation & Pledge of Allegiance

I. Call to Order by the Mayor

II. Roll Call by the Recorder

III. Public Comment

IV. Consent Agenda

a.	Minutes - Regular Board Meeting – November 14, 2023	Exhibit A
b.	Financial and Sales Tax Report	Exhibit B
c.	Committee Reports - Public Works, Public Safety, Finance and Administration	Exhibit B
d.	Resolution – Approving an Agreement for Legal Services	Exhibit C
e.	Resolution – Modifying Nancy Lane Park Rules for Atoka BBQ Fest	Exhibit D
f.	Planning and Inspection Report	Exhibit E
g.	Fire Department Report	Exhibit F
h.	Parks Department Report – Includes spring events approval	Exhibit G
i.	Police Department Report	Exhibit H
j.	Public Works Report	Exhibit I

V. Old Business – None

VI. New Business

a. Presentation – Republic Services

b. Ordinances & Resolutions

1.	Resolution – Broadcast of Public Meetings	Exhibit J
2.	Resolution – Employee Climate Survey	Exhibit K
3.	Resolution – Amending Personnel Regulations – Chapter 6. Leave Time	Exhibit L
4.	Bid Award – Reject Facility Cleaning Bids	Exhibit M
5.	Change Order – Claire Drive Culvert	Exhibit N
6.	Change Order – Edith Lane Culvert	Exhibit O

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

VIII. Adjournment

❖ denotes an item that appears on monitor
Agenda is subject to change up to meeting time

Office of the Town Administrator

MEMORANDUM

To: Honorable Mayor Barry Akin & Board of Aldermen
From: Marc Woerner, Town Administrator
Re: Agenda items for December 12, 2023

Consent Agenda – Exhibit A through Exhibit I

a. **Exhibit A – Board Meeting Minutes -** The minutes from the Board's regular monthly meeting in November are included for review and approval.

b. **Exhibit B – Financial Reports –** The monthly report detailing the fiscal year financial performance through the month of November is included in the packet for your review.

c. **Exhibit C – Resolution – Approving an Agreement for Legal Services –** The resolution approves an agreement between the Town of Atoka and Harris Shelton Hanover Walsh, PLLC to provide the required professional services, with Attorney Amber Shaw serving in the role of Town Attorney. The current agreement ends December 31, 2023. The new agreement retains all previous provisions and would become effective January 1, 2024.

d. **Exhibit D - Resolution – Temporarily Modifying Nancy Lane Park Rules** – This resolution will formally adopt rules published for the 2024 Atoka BBQ Fest and, for the period of the festival only, suspend any park rules that conflict with the published festival rules. The rule suspensions only apply to those governed by the contest rules and not to the general public or other event attendees. Staff recommends approval.

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

Old Business - None

New Business

a. **Presentation – Republic Services –** Republic Services will have representatives at the meeting to discuss the service disruption during the weeks of November 13th and 20th.

Ordinances and Resolutions

1. **Exhibit J – Resolution – Broadcast of Public Meetings –** The resolution revises a previous policy for the broadcast of public meetings and comment period for citizen concerns. The Resolution provides guidelines for live viewing only of public meetings, storage of the meetings, an email address distribution list for question submissions, as well as guidelines for public comment. The resolution is included in your packets for your consideration.

2. **Exhibit K – Resolution – Employee Climate Survey –** The resolution approves the distribution and form of an employee climate survey with defined timelines.

3. **Exhibit L – Resolution – Amending Personnel Regulations –** The resolution approves revisions to the Personnel Regulations as it relates to Chapter 6. Leave Time. The proposal was reviewed by the Finance and Administration Committee on December 5, 2023. The committee recommendation was to place it on the December agenda for Board consideration. The resolution proposes to revise Chapter 6, Section 6.1 Vacation Leave, Section 6.1 (A) Accruals, Section 6.1 (D) Vacation Buyback, Section 6.1 E. Separation of Employment, Section 6.3 Floating Holiday (A), and Section 6.4 Paid Holidays (A).

   Retention and Recruitment of qualified personnel remains a key focus for the organization. Senior staff reviewed several employee benefit enhancement options that have little financial impact while also enhancing employee benefits. Along with minor text revisions, here are the main points:

   - Vacation Leave Accruals – The proposed leave accrual schedule is accelerated so employees earn more leave time sooner in their career.
   - Vacation Buyback – A second vacation buyback period is proposed for May of each year. The provision mirrors the current November buyback period.
   - Separation of Employment – The proposed text revision is when an employee separates from employment, they may be paid out accrued vacation if they are in good standing.
   - Floating Holiday – One floating holiday is proposed for full time employees.

4. **Exhibit M – Bid Award – Reject Facility Cleaning Bids –** The town released a Request for Bids for facility cleaning. Bids were opened in July and a bid tabulation is included in the packet. The current and expired cleaning services contract is at a cost of $1,500 per month. The cost is split evenly between the administration and police departments. After further discussion, it was determined that hiring a part-time staff member to perform janitorial duties would be more cost-effective,

allowing for more oversight and attention to detail. The town has hired a part-time staff member to clean town hall and the police department for $400 per week.

5. **Exhibit N – Change Order – Claire Drive Culvert –** Claire Drive culvert project requires a change order of $12,909.70. Supporting information is included in your packet.

6. **Exhibit O – Change Order #2 – Edith Lane Culvert –** Edith Lane culvert project requires a change order of $170.40. Supporting information is included in your packet.

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

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

December 12, 2023

Exhibit A

Town of Atoka Board of Mayor and Aldermen
Regular Monthly Meeting
November 14, 2023, 7:00 p.m.

Pastor David Stewart led the Invocation. All present joined in the pledge to the flag.

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

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

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

Also present: Town Recorder Debbie Pickard, Town Administrator Marc Woerner, Town Attorney Amber Shaw, Fire Chief Justin McMillian, Park Director Dorothy Isbell, Public Works Director Wesley Yarbrough, and the attached list.

Absent: None

Public Comment:

1. Henry Sutor of 37 Vernon thanked the Mayor, Police and Fire Departments and Parks and Recreation for their support helping with the 22nd annual flag retirement ceremony. He would also like to see the Cineplanet movie theater put a sign up that lists the movies playing.

2. Stephanie Bohrman of 125 Adkison Circle complimented both the Safe Night Out event and the Veterans Ceremony.

Consent Agenda – Exhibits A through Exhibit J – Alderman Feldmayer made a motion to approve the consent agenda as presented. Alderman Giannini seconded the motion. All in favor. Motion carried.

1. **Resolution – 23-11-01 – Approving a Grant Application – STEMC – Drone Equipment – Exhibit C –** Alderman Feldmayer made a motion in the consent agenda to approve the resolution as presented. Alderman Giannini seconded the motion. All approved. Motion carried.

2. **Resolution – 23-11-02 – Approving a Grant Application – Infrastructure Planning – Exhibit D –** Alderman Feldmayer made a motion in the consent agenda to approve the resolution as presented. Alderman Giannini seconded the motion. All approved. Motion carried.

Old Business:

1. **Ordinance — 23-11-01 – Final Consideration – Exhibit K –** The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Feldmayer made a motion to approve on final consideration. Alderman Pace seconded the motion Roll Call. Schaeffer-yes, Renfrow-yes, Giannini-yes, Feldmayer-yes, Harber-yes, and Pace-yes. All approved. Motion carried.

2. **Ordinance — 23-11-02 – Final Consideration – Exhibit L –** The Board had no objection to reading the ordinance by title only. The Recorder read the ordinance by title only. Alderman Pace made a motion to approve on final consideration. Alderman Pace seconded the motion Roll Call. Pace-yes, Harbor-yes, Feldmayer-yes, Giannini-yes, Renfrow-yes, and Schaeffer-yes. All approved. Motion carried.

New Business:
Ordinances and Resolutions:

3. **Resolution – 23-11-03 – Water and Wastewater Leak Insurance – Exhibit M –** Alderman Feldmayer made a motion to approve the resolution as presented. Alderman Pace seconded the motion. All approved. Motion carried.

4. **Resolution – 23-11-04 – Water Leak Adjustment Policy – Exhibit N –** Alderman Feldmayer made a motion to approve the resolution as presented. Alderwoman Renfrow seconded the motion. All approved. Motion carried.

5. **Change Order – Edith Lane Culvert – Exhibit O –** Director Yarbrough reviewed the change order as presented. Alderman Giannini made a motion to approve the change order. Alderman Feldmayer seconded the motion. All approved. Motion carried.

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

1. **Discussion – Meeting Broadcast –** Alderman Giannini made a motion to broadcast town meetings on YouTube and retain them for a period of three (3) years. After discussion Alderman Giannini added to his motion to bring the resolution for back for modification for the next meeting. Alderman Schaffer seconded the motion. Aldermen Pace, Harber, Giannini, Renfrow and Schaeffer in favor. Alderman Feldmayer opposed. Motion carried.

2. Mayor Akin advised that the Town participated in the Community Clean Up Day and won the award for the most garbage removed from the streets. The total pounds of garbage collected between Atoka, Covington and Brighton was 6000 pounds.

3. Mayor Akin advised that he was very proud of the Veterans Day Ceremony and Flag Retirement Ceremony that the Town of Atoka put together.

4. Alderman Pace thanked Town staff for their hard work and due diligence on finding grants, making application for the grants and being awarded. This will help improve the Town infrastructure and take some of the burden off the taxpayers.

5. Mayor Akin advised that the Town received a grant from the State in the amount of $8,195,350.00 for infrastructure improvements in the sewer system. Mayor Akin commended the Board for their commitment to apply for the grant and thanked all the staff that worked on it.

6. Administrator Woerner advised the Board that there are several grants in the works. They are the Non-Competitive Lagoon Expansion Project, the Multi-Model Phase One for sidewalks on Atoka-Munford Ave going down Atoka-Idaville to the parks, The Transportation Alternatives Program for sidewalks from Virginius Street and Kimbrough Ave and the Walker Parkway Stream Mitigation Project.

7. Mayor Akin advised that Administrator Woerner, Attorney Shaw and himself had a very productive meeting with Munford and Brighton concerning the future lagoon expansion and wastewater agreement and hopefully will bring an agreement for Board consideration soon.

Adjournment: Alderman Feldmayer made a motioned to adjourn the meeting. Alderwoman Renfrow seconded the motion. The meeting ended at 7:42 pm.

Barry L. Akin, Mayor **Deborah Pickard, Town Recorder**

SUMMARY OF FINANCIAL CONDITION VS. BUDGET

For the Five Months Ending November 30, 2023

General Fund		5 month	% of Budget	
Revenues:		**Actual**	**Budget**	**Total Budget**
Property Tax		244,014	8.9%	2,741,227
Sales Tax		1,572,203	42.2%	3,728,462
Grants		44,128	57.4%	76,927
Other Revenues		1,143,382	25.9%	4,410,904
Total		**3,003,727**		**10,957,520**
Expenditures:				
Legislature & Judicial		28,034	41.7%	67,200
Finance & Administration (transfer IDB & SW)		632,667	67.0%	944,545
Police		1,360,337	44.0%	3,092,305
Fire		986,797	43.0%	2,294,265
Planning & Inspection		112,587	37.5%	300,420
Streets		2,134,065	78.4%	2,722,741
Parks & Recreation		476,854	31.0%	1,536,044
Total		**5,731,341**		**10,957,520**
Excess Revenue Over Expenditures		-2,727,614		0
Cash on Hand at End of Period (1)		**5,491,302**		

State Street Aid Fund				
Revenue		155,525	44.8%	347,500
Expenditures		26,672	7.7%	347,500
Excess Revenue Over Expenses		128,853	0	
Cash on Hand at Beginning of Year		225,612		
Cash on Hand at End of Period		**354,465**		

Drug Fund				
Revenue		5,546	11.1%	50,000
Expenditures		0	0.0%	50,000
Excess Revenue Over Expenses		5,546	0	0
Cash on Hand at Beginning of Year		24,046		
Cash on Hand at End of Period		**29,592**		

December 12,, 2023

Exhibit B

Solid Waste Collections				
Revenue		341,949	44.0%	776,299
Expenditures		243,490	32.9%	739,140
Excess Revenue Over Expenses		98,459	0	37,159
Cash on Hand at Beginning of Year		146,279		0
***Cash on Hand at End of Period**		**244,738**		**37,159**

ARPA Funds				
Revenue		2,823,822	100.0%	2,823,822
Expenditures	FY2024	1,477,798	52.3%	2,823,822
Expenditures	FY2023	232,815	8.2%	2,823,822
Revenue Remaining after Expenses		**1,113,209**	61%	

Investment Plan Funds		**11/30/2023**	Ending FY23	YTD FY24
Interest on Savings Accts YTD (accrues monthly)			122,652	224,886

SUMMARY OF FINANCIAL CONDITION

WATER FUND

For the Five Months Ended November 30, 2023

Cash on Hand at Beginning of Year	$ 1,121,761
Cash on Hand at End of Period	$ 1,111,943
Total Bonds/Notes outstanding 11/30/23	$ 353,301

Net Income(Regulatory Basis) vs. Prior Year				
	Actual			Prior Year
	11/30/2023	**% of Budget**	**Total Budget**	**11/30/2022**
Revenues	$ 642,223	45.25%	$ 1,419,309	$ 617,606
Expenses				
(353) Water Purchases	$ 248,786	49.76%	$ 500,000	$ 242,594
(100's) Payroll and Benefits	$ 142,524	43.22%	$ 329,750	$ 134,945
(260) Repair Maintenance Services	$ 25,537	51.07%	$ 50,000	$ 9,009
(241) Utility (Electric) Operations	$ 2,940	58.80%	$ 5,000	$ 2,268
(211,290,292,310) Prof Service / Office Supplies	$ 18,912	57.48%	$ 32,900	$ 21,266

* Other Operating Expenses	$	100,965	43.54%	$	231,888	$ 97,888
(540) Depreciation	$	79,167	41.67%	$	190,000	$ 83,818
Total	**$**	**618,831**	**46.20%**	**$**	**1,339,538**	**$ 591,788**
Net Income (loss)	$	23,392		$	79,771	$ 25,818

December 12, 2023

Exhibit B

SUMMARY OF FINANCIAL CONDITION

SEWER FUND

For the Five Months Ended November 30, 2023

Cash on Hand at Beginning of Year	$ 1,908,489
Cash on Hand at End of Period	$ 2,160,964
Total Bonds/Notes outstanding 11/30/23	$ 1,446,214

Net Income(Regulatory Basis) vs. Prior Year

	Actual			Prior Year
	11/30/2023	**% of Budget**	**Total Budget**	**11/30/2023**
Revenues	$ 959,542	50.89%	$ 1,885,375	$ 656,397
Expenses				
(243) Sewer Treatment Fees	$ 45,523	21.68%	$ 210,000	$ 150,428
(100's) Payroll and Benefits	$ 152,203	43.15%	$ 352,700	$ 144,839
(260,269) Sewer Maintenance	$ 184,942	72.81%	$ 254,000	$ 107,692
(241) Utility (Electric) Operation	$ 24,702	27.45%	$ 90,000	$ 36,642
(211,290,292,310) Prof Services / Office Supplies	$ 17,583	62.80%	$ 28,000	$ 19,654
* Other Operating Expenses	$ 241,147	45.42%	$ 530,890	$ 178,672
(540) Depreciation	$ 112,500	41.67%	$ 270,000	$ 114,079
Total	**$ 778,600**	44.86%	**$ 1,735,590**	**$ 752,006**
Net Income (loss)	$ 180,942		$ 149,785	$ (95,609)

Total - All Funds: $ 9,561,079

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

Water and Sewer Fund Month to Month

December 12, 2023

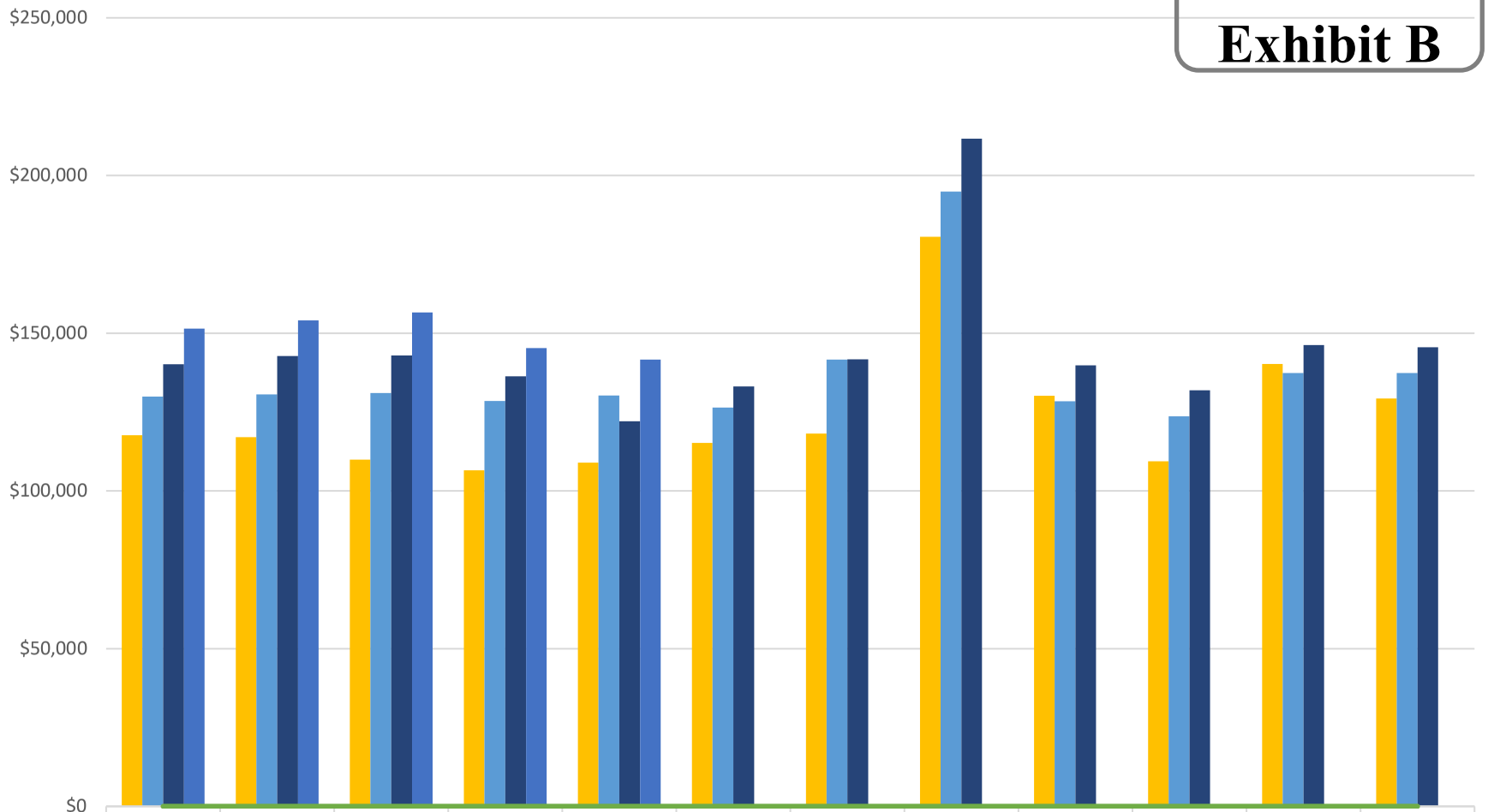
Exhibit B

WATER	Actual13	Actual14	Actual15	Actual16	Actual17
	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023
Revenues	$ 128,735	$ 259,387	$ 397,793	$ 526,708	$ 642,223
Revenue Month to Month		$ 130,652	$ 138,406	$ 128,915	$ 115,515
Expenses					
(353) Water Purchases	$ 43,663	$ 88,548	$ 158,092	$ 205,307	$ 248,786
(100's) Payroll and Benefits	$ 24,269	$ 48,496	$ 84,829	$ 111,599	$ 142,524
(260) Repair Maintenance Services	$ 288	$ 3,717	$ 4,010	$ 21,443	$ 25,537
(241) Utility (Electric) Operations	$ 181	$ 1,262	$ 1,514	$ 1,747	$ 2,940
(211,290,292,310) Prof Service / Office Supplies	$ 12,170	$ 15,256	$ 17,331	$ 17,506	$ 18,912
* Other Operating Expenses	$ 9,380	$ 54,628	$ 72,803	$ 89,121	$ 100,965
(540) Depreciation	$ 15,833	$ 31,667	$ 47,500	$ 63,333	$ 79,167
Total	$ 105,784	$ 243,574	$ 386,079	$ 510,056	$ 618,831
Expenses Month to Month		$ 137,790	$ 142,505	$ 123,977	$ 108,775
Net Income (loss)	$ 22,951	$ 15,813	$ 11,714	$ 16,652	$ 23,392

SEWER	Actual7	Actual8	Actual9	Actual10	Actual11
	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023
Revenues	$ 138,043	$ 291,801	$ 642,105	$ 789,129	$ 959,542
Revenue Month to Month		$ 153,758	$ 350,304	$ 147,024	$ 170,413
Expenses					
(243) Sewer Treatment Fees	$ 9,097	$ 18,194	$ 27,329	$ 36,426	$ 45,523
(100's) Payroll and Benefits	$ 27,208	$ 53,061	$ 90,790	$ 119,893	$ 152,203
(260,269) Sewer Maintenance	$ 21,783	$ 54,968	$ 92,913	$ 150,785	$ 184,942
(241) Utility (Electric) Operation	$ 2,993	$ 8,312	$ 14,874	$ 19,530	$ 24,702
(211,290,292,310) Prof Services / Office Supplies	$ 11,512	$ 14,469	$ 16,594	$ 17,572	$ 17,583
* Other Operating Expenses	$ 10,742	$ 42,514	$ 118,783	$ 205,633	$ 241,147
(540) Depreciation	$ 22,500	$ 45,000	$ 67,500	$ 90,000	$ 112,500
Total	$ 105,835	$ 236,518	$ 428,783	$ 639,839	$ 778,600
Expenses Month to Month		$ 130,683	$ 192,265	$ 211,056	$ 138,761
Net Income (loss)	$ 32,208	$ 55,283	$ 213,322	$ 149,290	$ 180,942

December 12, 2023

Exhibit B

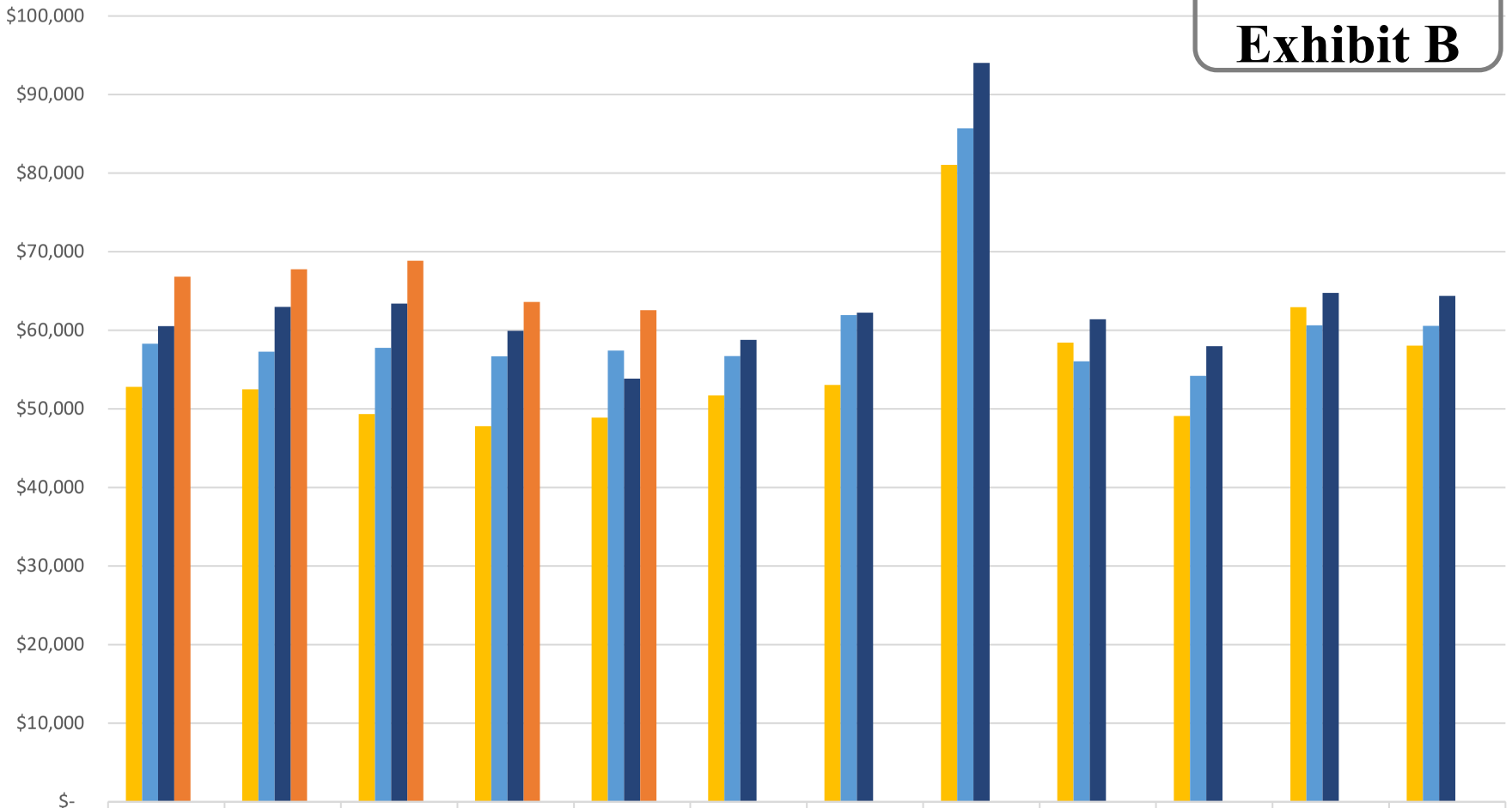


	July	August	September	October	November	December	January	February	March	April	May	June
FY2021	$117,647	$117,081	$109,908	$106,518	$109,008	$115,233	$118,201	$180,581	$130,184	$109,375	$140,218	$129,272
FY2022	$129,890	$130,571	$131,070	$128,500	$130,236	$126,451	$141,668	$194,876	$128,394	$123,694	$137,400	$137,400
FY2023	$140,132	$142,738	$142,968	$136,307	$122,115	$133,165	$141,769	$211,672	$139,805	$131,951	$146,253	$145,516
FY2024	$151,434	$154,088	$156,584	$145,277	$141,636							
Change	8.07%	7.95%	9.52%	6.58%	15.99%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

December 12, 2023

Exhibit B

Fire Tax Revenue



	July	August	September	October	November	December	January	February	March	April	May	June
FY2021	$52,809	$52,504	$49,341	$47,819	$48,906	$51,731	$53,064	$81,069	$58,443	$49,101	$62,948	$58,034
FY2022	$58,311	$57,293	$57,777	$56,678	$57,416	$56,739	$61,936	$85,698	$56,044	$54,222	$60,633	$60,558
FY2023	$60,535	$62,976	$63,391	$59,932	$53,864	$58,786	$62,263	$94,034	$61,410	$57,988	$64,781	$64,367
FY2024	$66,831	$67,768	$68,855	$63,620	$62,570							
Change	10.40%	7.61%	8.62%	6.15%	16.16%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

December 12, 2023

Exhibit B

Finance & Administration Committee Report: December 5, 2023

The Finance & Administration Committee met to review employee benefits dealing with Leave Time. We discussed making some changes to better promote recruitment and retention of town employees. The benefits discussed were as follows:

1. Accruals for vacation leave- the accrual rates, frequency, and availability based on years of service.
2. Vacation Buy Back- offering a vacation buyback program biannually.
3. Separation of Employment- adding the term "employee in good standing".
4. Floating Holiday- adding one personal day to full-time employees per calendar year.

Finance & Administration Committee recommends these benefits be voted on by the Board of Mayor and Aldermen at the December 12th, 2023 meeting.

December 12, 2023

Exhibit B

Town of AtokA-Public Safety Committee

From: Ald. Brett Giannini, Chairman/Ald. John Harber, Vice Chairman

To: General Public, Board of Mayor and Aldermen and Town Administrator

The Public Safety Committee met at Town Hall on 12-5-2023 at 8:30 am. 2 items were on the agenda for discussion: A. Traffic Calming Devices

B. Abandoned Baby Drop Box

The meeting began on time. In attendance were 8 members of Loch Meade HOA who expressed their concern about speeding and cut-through traffic through the Loch Meade subdivision. The HOA members supported the town approving a plan for TCD's. The HOA members present were asked to get a firm number of their total membership who would support a plan. The committee also requested to gauge how much the Loch Meade HOA would be willing to contribute to the overall cost of the TCD's. The committee agreed to have the Administrator create a plan and schedule a work session to get the entire boards input prior to bringing a plan to be voted on.

The committee briefly discussed the Baby Drop Box at the FD. Chief McMillian was in attendance this meeting and did not have any concerns about the box. We are now waiting on the final draft of the contract from the drop box representatives. Once the contract is approved by the Town Attorney, we should have it ready to bring to the entire board for a vote.

There were no additions to the agenda.

Respectfully Submitted,

Ald. Brett A. Giannini, Chair, Public Safety Committee

December 12, 2023

Exhibit C

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING AN AGREEMENT BY AND BETWEEN THE TOWN OF ATOKA, TENNESSEE AND HARRIS SHELTON HANOVER WALSH, PLLC FOR TOWN ATTORNEY SERVICES.

WHEREAS, the Town of Atoka, Tennessee desires to retain professional legal services for the Town for a period beginning on January1, 2024 and ending December 31, 2024; and

WHEREAS, the firm of Harris Shelton Hanover Walsh, PLLC has the capacity to provide the desired services to the Town and has submitted a proposal that is determined to be in the best interests of the Town in providing the services; and

WHEREAS, under the proposal, Harris Shelton Hanover Walsh, PLLC will provide the required professional services, with Attorney Amber Shaw serving in the role of Town Attorney, 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 Harris Shelton Hanover Walsh, PLLC 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 12th day of December 2023.

_____
Barry L. Akin, Mayor

ATTEST:

_____
Deborah Pickard, Town Recorder

December 12, 2023

Exhibit C

RETAINER AGREEMENT

The Town of Atoka, the undersigned clients, do hereby retain and employ the attorneys of the **HARRIS SHELTON HANOVER WALSH, PLLC,** as my attorneys to represent me for general matters, with Amber Shaw serving in the role of town attorney.

I hereby agree to pay a monthly retainer of $1,000.00 specifically to Harris Shelton for Amber Shaw, which will be a flat rate to address phone calls under fifteen (15) minutes in duration with the Mayor and/or Town Administrator, attendance and mileage at one meeting per month of the Board of Mayor and Aldermen, copies (outside of litigation related matters), and accrued mileage/drive time within Tipton County. The Town will also be billed by its attorney, Amber Shaw, or any other partner at the firm at a rate of $350.00 per hour and by any associate attorney utilized by Ms. Shaw at a range of $175.00 - $200.00 per hour. It is understood that while other attorneys or paralegals may, at times, attend meetings with Ms. Shaw, the Town will only be billed for one attorney's time at any given meeting/appearance if Ms. Shaw requests the appearance of an additional person. If the Town requests more than one attorney or person to attend, the Town is responsible for the payment of each attendee. Ms. Shaw, or any attorney or paralegal described herein, shall be entitled to bill for his/her time and mileage for travel from their offices to a location outside of Tipton County.

At the request of the Mayor or Board of Mayor and Alderman, Ms. Shaw or any associate attorney will attend additional meetings of the Board, or Board work sessions, at a reduced rate of $300.00 per hour for Ms. Shaw or any other partner at the firm, and $150.00 per hour for any associate attorney utilized by Ms. Shaw.

Depending on the specific litigation at issue, and the volume of litigation or needs ongoing to the Town at various times, the $350 rate of Amber Shaw may be discounted to $300 per hour, in her discretion. Any paralegal time on my case will be billed at $100.00 per hour. The Town expressly agrees that all fees charges under this agreement are reasonable under the circumstances.

Amber Shaw and/or partners/associates of Harris Shelton, as part of this contract, shall provide Town Attorney service to the Town of Atoka, providing the traditional scope of attorney services, advising the Town on all matters of a legal nature, providing legal advice, counsel, services, consultation and opinions to the Mayor, Board of Mayor and Aldermen, other Boards and commissions, and all levels of town administration. The services shall include, but are not limited to, litigation services, including appearances before courts and administrative agencies, transactional services, including real property negotiation and transactions, attending meetings other than the one meeting covered above, including additional board meetings, board work sessions, and other consultations, in person or telephonically. In addition, Ms. Shaw and/or partner/associates agree to provide services related to filing liens and/or lien releases on behalf of the Town at a flat fee rate. This rate is to be determined in consultation with the Town Administrator, to provide consistent fees that are to be reimbursed by the individual property owners. Ms Shaw and/or partners/associates has the authority to incur costs (such as recording/filing fees) necessary to perform these services and shall be promptly reimbursed for any payment of recording/filing fees.

If Harris Shelton attorneys are required to obtain admission to courts or incur other costs associated with the appearance before courts of record and/or administrative courts, the Town

agrees to reimburse that cost upon provision of appropriate documentation, along with general out of pocket expenses such as mileage, copies, postage, filing fees, and court costs.

The Town shall, upon provision of appropriate documentation, reimburse Harris Shelton up to one thousand five hundred dollars ($1,500) for costs incurred in attending professional development and training for Tennessee municipal attorneys. Such professional development and training shall be pre-approved by the Town.

The Town of Atoka, as the client, agrees to pay **HARRIS SHELTON HANOVER WALSH, PLLC**, Ms. Shaw, her associate attorneys, or paralegals at the rates agreed upon above at an hourly rate. The Town understands that it may have a matter arise requiring litigation not covered by the Town's insurance carrier, and in that event, Ms. Shaw will notify the Town if her firm will be able to represent the Town regarding the specific litigation, depending upon the additional scope of work required. . The terms of such agreement may be different than the terms in the separate contract.

The Town represents that this contract is undertaken in good faith with a sincere belief in the position of the client. The Town realizes that its attorneys are relying upon it and its officers, agents and employees to be candid and truthful in all information that it relays to the attorneys. The Town hereby agrees to cooperate with said attorneys, as requested. It is understood that any failure to comply with the obligations undertaken by the Town herein shall entitle my attorneys, at their option, to withdraw from further representation of the Town.

HARRIS SHELTON HANOVER WALSH, PLLC, in its sole discretion in accordance with the Tennessee Rules of Professional Conduct, may advance or guarantee expenses if such arise, including court costs, and the costs of obtaining and presenting evidence, provided the Town remains ultimately liable for such expenses. These expenses, generally mileage as described herein, , copies for litigation related matters, postage, court costs and filing fees, will be initially advanced by Harris Shelton and found itemized on the Town of Atoka monthly statement.

The Town will be billed every month for work performed in the preceding month, for work performed outside of the scope of work covered by the monthly retainer. The billing is performed in six-minute increments.

This agreement will extend through December 31, 2024, and may be renewed at that time. The agreement may be terminated at any time by the Town of Atoka with 30-day advance notice. In the event of early termination by the Town of Atoka, Amber Shaw and Harris Shelton will be paid for services rendered through the date of termination. This agreement may be terminated by Amber Shaw and/or Harris Shelton at any time with 30-day advance notice. Any early termination by the attorneys must be in a manner consistent with the Rules of Professional Conduct. Termination of this agreement during the pendency of any court proceedings may be subject to approval from the Court, and Harris Shelton will be paid for any services rendered through the date of the court approved withdrawal. This provision of the contract shall survive early termination by either party.

It is the intent of the parties that Amber Shaw and Harris Shelton shall serve as an independent contractor, and the Town of Atoka shall not be obligated to pay sick leave, vacation or any other benefit of employments, nor to pay social security or other tax that may arise due to

payments under this agreement. Liability insurance shall be maintained by Harris Shelton, related to legal services provided, during the course of this agreement and any subsequent extensions.

The Town recognizes that, in the event this relationship extends past December 31, 2024, it may be necessary that the hourly rates or other terms stated hereinabove be reevaluated. Any subsequent contracts shall be brought before the Board of Mayor and Alderman for review and approval, regardless of whether there are modifications requested by either party.

This contract is agreed upon by and between the parties, as set forth by their signatures below, this ___ of December, 2023.

Harris Shelton Hanover Walsh, PLLC	Town of Atoka
BY:_____	BY:_____
Amber Shaw	Barry L. Akin, Mayor

December 12, 2023

Exhibit D

RESOLUTION NO. _____

A RESOLUTION TEMPORARILY MODIFYING PARK RULES AND REGULATIONS RELATED TO THE ATOKA BARBECUE FESTIVAL.

WHEREAS, the Board of Mayor and Aldermen has given special event approval to the annual Atoka Barbecue Festival to be sponsored by the Town of Atoka and held at Nancy Lane Park on April 4 – April 6, 2024, and;

WHEREAS, rules and regulations have been issued to all registered teams and vendors related to the festival and their participation in the festival is contingent on their adherence to the published rules and regulations, as more fully described in the rules and regulations attached to this resolution and incorporated by reference herein; and

WHEREAS, the rules governing all of the Town of Atoka Parks, and the rules and regulations governing the festival conflict on various issues including overnight occupancy, off-pavement driving and alcohol consumption; and

WHEREAS, the Town of Atoka will monitor activity and behavior to ensure that festival participants adhere to all published rules and regulations governing the festival.

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 suspends any park rule or regulation at Town of Atoka parks in conflict with the published rules and regulations of the Atoka Barbecue Festival, effective at 4:00 p.m. on the Thursday, April 4, 2024, and ending on Saturday, April 6, 2024 at 10:00 p.m.

SECTION 2. The suspension of any park rule or regulation applies only as specified in the published rules and regulations of the Atoka Barbecue Festival and only to Nancy Lane Park.

SECTION 3. 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 12th day of December 2023.

_____
Barry L. Akin, Mayor

ATTEST:

_____
Deborah Pickard, Town Recorder

Atoka Code Enforcement
Fiscal Year 2024

PERMIT INFORMATION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Building Permit - Commercial	1	0	0	0	0								1
Building Permit - Industrial	0	0	0	0	0								0
Building Permit - Residential - Addition	2	1	0	2	1								6
Building Permit - Residential - New Build	1	4	0	2	0								7
Building Permit - Residential - Upstairs Finish	0	0	0	0	0								0
Misc Permit - Accessory Structure	5	3	3	6	6								23
Misc Permit - Detached Garage	0	0	0	0	0								0
Misc Permit - Fence Permit	17	5	3	2	2								29
Misc Permit - Pool Permit	1	1	1	1	3								7
Misc Permit - Mechanical	19	17	2	5	6								0
Misc Permit - Driveway/Sidewalk	0	3	2	2	0								0
Misc Permit - Fireworks	0	0	0	0	0								0
Misc Permit - Demolition	1	0	0	0	0								0
TOTAL PERMIT INFORMATION	**47**	**34**	**11**	**20**	**18**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**73**

CERTIFICATE OF OCCUPANCY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Certificate of Occupancy - Commercial	0	1	0	1	1								3
Certificate of Occupancy - Industrial	0	0	0	0	0								0
Certificate of Occupancy - Residential	1	7	2	6	4								20
TOTAL CERTIFICATE OF OCCUPANCIES	**1**	**8**	**2**	**7**	**5**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**23**

BUILDING INSPECTIONS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Form Board / Set Back Inspection	0	2	1	2	4								9
Footing Inspection	1	0	0	0	0								1
Plumbing Inspection	7	5	3	4	3								22
Sheathing Inspection	3	4	1	1	4								13
Brick Ties Inspection	5	1	4	1	3								14
Framing Inspection	10	9	5	7	5								36
Mechanical Inspection	11	17	10	7	4								49
Driveway/Side Inspection	0	2	1	2	0								5
Backwash Inspection	0	1	3	1	0								5
Insulation Inspection	6	6	2	4	2								20
TOTAL BUILDING INSPECTIONS	**43**	**47**	**30**	**29**	**25**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**174**

CODE ENFORCEMENT ACTIONS	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Municipal Court Citations	1	0	0	2	1								4
Property Maintenance Complaints - Closed	9	9	8	5	2								33
Property Maintenance Complaints - Received	15	22	11	7	1								56
TOTAL CODE ENFORCEMENT ACTIONS	**25**	**31**	**19**	**14**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**93**

PERMIT FEES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Collected Fees	$7,355	$6,048	$2,754	$3,591	$4,637								$24,385
TOTAL PERMIT FEES													**$24,385**

COMMENTS

Temporary Permits: 1

December 12, 2023
Exhibit E

Atoka Fire Department

Atoka, TN

This report was generated on 11/30/2023 11:04:05 AM

Count of Incidents by Incident Type per Zone

Incident Status: Reviewed | Start Date: 11/01/2023 | End Date: 11/30/2023

% of Incidents per Zone



INCIDENT TYPE	# INCIDENTS	% of TOTAL
District 1 - City Limits West		
143 - Grass fire	1	1.22%
321 - EMS call, excluding vehicle accident with injury	25	30.49%
322 - Motor vehicle accident with injuries	2	2.44%
324 - Motor vehicle accident with no injuries.	3	3.66%
412 - Gas leak (natural gas or LPG)	1	1.22%
611 - Dispatched & cancelled en route	6	7.32%
734 - Heat detector activation due to malfunction	1	1.22%
745 - Alarm system activation, no fire - unintentional	1	1.22%
Zone: District 1 - City Limits West Total Incident:	40	48.78%
District 2 - City Limits East		
132 - Road freight or transport vehicle fire	1	1.22%
143 - Grass fire	1	1.22%
321 - EMS call, excluding vehicle accident with injury	26	31.71%
322 - Motor vehicle accident with injuries	1	1.22%
511 - Lock-out	1	1.22%
542 - Animal rescue	1	1.22%
611 - Dispatched & cancelled en route	1	1.22%
736 - CO detector activation due to malfunction	1	1.22%
744 - Detector activation, no fire - unintentional	1	1.22%
745 - Alarm system activation, no fire - unintentional	2	2.44%
Zone: District 2 - City Limits East Total Incident:	36	43.90%
District 3 - Atoka County Response		
321 - EMS call, excluding vehicle accident with injury	2	2.44%
Zone: District 3 - Atoka County Response Total Incident:	2	2.44%
District 4 - County Mutual Aid		
112 - Fires in structure other than in a building	1	1.22%
142 - Brush or brush-and-grass mixture fire	1	1.22%

Report shows count of incidents for Status selected.

321 - EMS call, excluding vehicle accident with injury	1	1.22%
611 - Dispatched & cancelled en route	1	1.22%
Zone: District 4 - County Mutual Aid Total Incident:	4	4.88%
TOTAL INCIDENTS FOR All ZONES:	**82**	**100%**

Report shows count of incidents for Status selected

Atoka Fire Department

Atoka, TN

This report was generated on 11/30/2023 11:04:29 AM

Completed Inspections for Inspector for Date Range

Inspector: All Inspector(s) | Start Date: 11/01/2023 | End Date: 11/30/2023

ID	OCCUPANCY	ADDRESS	INSPECTED
19	Atoka Elementary School	870 Rosemark RD	11/09/2023
46	Little Angels	14654 Highway 51	11/14/2023
61	Confidential Care Mobile Ministry	16228 Highway 51	11/16/2023
22	The Cash Connection	15888 Highway 51	11/16/2023
18	Dollar General South	15856 Highway 51	11/16/2023
95	Combs & Company	2025 Tipton RD	11/16/2023
14	The Peach Cobbler	10992 Highway 51	11/30/2023

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

Atoka Fire Department

Atoka, TN

This report was generated on 11/30/2023 1:45:46 PM

Count of Classes and People by Class Category with Class Hours and Man Hours for Date Range
Passed/Failed: Both Passed and Failed | Start Date: 11/01/2023 | End Date: 11/30/2023

	CLASS COUNT	TOTAL CLASS HOURS	COUNT OF PEOPLE	TOTAL MAN HOURS
Company Training (ISO)	12	104:00	17	200:00
Driver Operator Training (ISO)	4	56:30	18	368:00
Fire Officer Training (ISO)	4	31:00	18	80:00
HazMat Training (ISO)	1	40:00	1	40:00
GRAND TOTALS:	21	231:30	54	688:00

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

Atoka Parks and Recreation

November Monthly Report- Calendar Year 2023-2024

Program/League Information

Description	Participants This Year	Participants Last Year	Program Cost	Fees Collected
Summer-Y-Nature Camp		13		
Summer-Y-Challenger-Soccer Camp		21		
Summer-Y-Lego Camps		50		
Summer-Y-Art Camps		42		
Summer-Y-Soccer Camp		32		
Summer-Y-Blast Ball/Tball		125		
Fall-Y-AYSO-Soccer	268	247	$15,925.20	$22,640.00
Spring-Y-AYSO-Soccer		328		
Fall-Y-REC-Softball	343	319	$23,288.92	$29,585.00
Spring-Y-FASA-Softball		373		
Spring Break-Y-Little Sports		18		
Summer-Y-Little Sports		N/A		
Summer-A-Softball		10 teams		
Fall-A-Kickball	7 teams	N/A	TBA	TBA
Fall-Y-Art Class	17	221	$982.35	$1,330.00
Spring-Y-Art Class		36		
Fall-Y-Tiny Tykes		8		
Winter-Y-Tiny Tykes		14		
Spring-Y-Tiny Tykes		13		

Special Event Information

Description	This Year	Last Year	Event Cost	Fee/Donations Collected
Pop-Up Farmer's Market- July	9	5	$0.00	$135.00
Pop-Up Farmer's Market- August	11	4	$0.00	$165.00
Pop-Up Farmer's Market- Sept.	9	3	$0.00	$125.00
Pop-Up Farmer's Market- Oct.		8	$0.00	
Pop-Up Farmer's Market- May		12	$0.00	
Pop-Up Farmer's Market- June		11	$0.00	
Rock the Block-August	est. 2,000	est. 2,000	$16,995.21	$3,140.00
Autumn in Atoka	est. 1,000	est 500	$1,010.00	$2,750.00
Safe Night Out	1500+ ppl	1100 bags	TBA	TBA
Halloween Decorating- October	10	13	$50.00	$0.00
Veteran's Ceremony-November	est. 30	est. 50	$40.00	$0.00
Tree Lighting-December		150 (rain)		
Santa's Ride-Meet/Greet-December		500+		
Christmas Decorating-December		15		
Easter-Bunny Brunch-March		53		
Food Truck Festival-March		22 + 35		
BBQ Fest- April		57 teams		
Cops & Bobbers-May		N/A	N/A	N/A

Concession Sales

Description	Current This Year	Current Year Last	Current FYTD	Last FYTD
Nancy Lane Park	$0.00	$0.00	$24,989.83	$19,575.96
Walker Park	$0.00	$0.00	$10,586.37	$7,333.82

Rentals

Description	Current This Year	Current Year Last	Current STD	Last STD
Splash Pad-Regular	$0.00	$0.00	$3,940.00	$1,280.00
Splash Pad-Private	$0.00	$0.00	$2,390.00	$1,500.00
Splash Pad- Daily Entry	$0.00	$0.00	$7,202.00	N/A
Splash Pad- Season Passes	$0.00	N/A	$3,960.00	N/A
Softball Fields	$75.00	N/A	$367.00	N/A
Other Facilities	$40.00	N/A	$120.00	N/A

Citizen Service/Park Maintenance

Description	Current This Month	Current Year Last	Current FYTD	Last FYTD
Q-Alert Service Request-Closed	0	2	3	8

Current Activities: None

Current Registrations: Art Class, STEM Camps, and Winter Tiny Tykes

Upcoming Events: 3/9 Food Truck Festival and 4/5-4/6 BBQ Fest

December 12, 2023

Exhibit G

December 12, 2023

Exhibit G

TOWN OF ATOKA

Spring Event Proposals

Event:	Food Truck Festival	**Sponsor:**	Atoka Parks & Recreation
Date:	March 9, 2024	**Time:**	11am-5pm
Rain Date:	March 16, 2024		

Description: The event is proposed as a Food Truck Festival to be held at Atoka's Nancy Lane Park. The event will be a one-day event. It will also include merchandise vendors and a Meet N Greet with the Easter Bunny. Food Truck and Merchandise vendors will pay a fee to cover costs of water, electricity, porta potties, and employee costs. We will have extra bathroom facilities, trash cans, and parking crew. We will make sure the event is staffed to cover the amount of people that may show up. There will be no road closures as a part of the event. The primary location for the event is the BBQ Fest Area with handicap parking in the back parking lot with normal parking in the front parking lot and overflow parking on the grass area north of the softball complex.

Event:	Atoka BBQ Festival	**Sponsor:**	Atoka Parks & Recreation
Date:	April 5th-April 6, 2024	**Time:**	Varies

Description: The event is proposed as a barbecue festival to be held at Atoka's Nancy Lane Park. The event will be a three-day event with sponsor dinner on Thursday, teams arriving on Friday with music on Friday evening. Contest judging will take place Saturday throughout the day. The event concludes with an awards ceremony beginning at approximately 5:30pm on Saturday. There will also be no road closures as a part of the event. The primary location for the event is the back area of Nancy Lane Park with overflow parking on the grass area north of the softball complex.

Recommendation: Staff recommends approval of all events

Atoka Police Department

68 Atoka - McLaughlin Drive

	TN Incident Based Reporting System - Part 1 Crimes		
Town of Atoka	**365 Days**		
11/26/2023	**2022**	**2023**	**+/-/=**
Assault-Agg(All)	**11**	**2**	**-9**
Assault-Agg	3	1	-2
Assault-Agg DV	8	1	-7
Child Abuse Agg	0	0	0
Auto Thft	**2**	**2**	**0**
Bur-Non-res	**2**	**2**	**0**
Bur-Residential	**0**	**1**	**1**
Bur-Bus	**1**	**2**	**1**
Homicide	**0**	**0**	**0**
Murder	0	0	0
Negligent Manslaughter	0	0	0
Justifiable Homicide	0	0	0
Larceny(All)	**19**	**20**	**1**
Shoplift Fel	2	0	-2
Shoplift Misd	5	0	-5
Th Build	2	3	1
Th Fr M/V	4	11	7
Th Veh Parts	3	2	-1
Th Other Trailer	0	2	2
Other Th/Non-Specific	3	2	-1
Rape	**2**	**0**	**-2**
Robbery-Bus	**0**	**0**	**0**
Robbery-Per	**1**	**0**	**-1**
Robbery-In	1	0	-1
Carjacking	0	0	0
Part 1 Totals	**38**	**29**	**-9**

Atoka Police Department

68 Atoka - McLaughlin Drive

	Additional Crimes & Statistics		
Town of Atoka	**Year to Year Comparison**		
11/26/2023	**2022**	**2023**	**+/-/=**
Fraud	**5**	**0**	**-5**
ID Theft	2	0	-2
Credit Card	1	0	-1
Swindle / Scheme	2	0	-2
Counterfeit / Forgery	**1**	**3**	**2**
Weapons	**1**	**4**	**3**
MV Crash	**90**	**83**	**-7**
Injury	22	14	-8
Hit and Run	3	5	2
Property damage	65	64	-1
Drugs / Narcotics	**11**	**28**	**17**
Felony	2	8	6
Misdemeanor	4	11	7
Driving under Influence	5	9	4
Additional Totals	**108**	**118**	**10**
Misc Reports	**134**	**117**	**-17**
Bus and Res Alarms	**126**	**86**	**-40**
Calls for Service	**7,736**	**8,973**	**1237**
Enforcement	**2022**	**2023**	**+/-/=**
Arrests	**87**	**84**	**-3**
Felony	31	24	-7
Misdemeanor	56	60	4
Citations	**584**	**1,347**	**763**
General Sessions	32	71	39
City Court	340	580	240
Warnings	212	696	484

Atoka Public Works

December 12, 2023

Exhibit I

Monthly Report - Calendar Year 2023

CUSTOMER ACCOUNTS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW ACCOUNTS OPENED	14	11	21	17	23	18	26	24	17	10	19		**200**
EXISTING ACCOUNTS CLOSED	8	5	7	5	8	5	9	9	6	6	8		**76**
NET CHANGE - CUSTOMER ACCOUNTS	**6**	**6**	**14**	**12**	**15**	**13**	**17**	**15**	**11**	**4**	**11**	**0**	**124**

SEWER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
TANK PUMPING - VENDOR	35	39	28	58	60	48	33	25	27	38	19		**410**
TOTAL SEWER SERVICE ISSUES	**35**	**39**	**28**	**58**	**60**	**48**	**33**	**25**	**27**	**38**	**19**	**0**	**410**

SOLID WASTE SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
NEW CUSTOMERS (delivered can)	167	24	28	16	20	15	22	4	13	13	12		**334**
MISSED COLLECTIONS	100	51	41	38	46	40	56	34	51	25	140		**622**
DAMAGED / REPLACED CANS	23	19	7	4	9	6	22	20	15	14	12		**151**
OTHER / TRASH	23	37	4	7	16	10	9	23	6	7	11		**153**
TOTAL SOLID WASTE SERVICE ISSUES	**313**	**131**	**80**	**65**	**91**	**71**	**109**	**81**	**85**	**59**	**175**	**0**	**1260**

WATER SERVICE ISSUES	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
METER SET - PRIMARY SERVICE	0	0	0	0	3	0	1	0	3	1	1		**9**
METER SET - AUXILIARY SERVICE	0	1	0	1	0	0	1	1	0	0	0		**4**
METER MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0		**0**
METERS REPLACED/ Antenna Added	0	4	0	1	0	0	0	0	10	10	4		**29**
ADJUSTMENTS	11	0	9	4	4	2	1	4	2	5	7		**49**
LATE PAYMENTS	715	511	442	538	515	438	491	266	499	333	339		**5087**
NON-PAYMENT DISCONNECTION	77	166	98	83	94	84	79	90	72	92	95		**1030**
TOTAL WATER SERVICE ISSUES	**803**	**682**	**549**	**627**	**616**	**524**	**573**	**361**	**586**	**441**	**446**	**0**	**6208**

WORK ORDERS	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
WATER	170	310	160	181	222	212	202	212	130	231	188		**2218**
SEWER	72	43	74	79	68	60	59	46	47	41	45		**634**
DITCHES, OTHER ISSUES	61	63	67	80	73	75	69	75	42	48	11		**664**
UTILITY LOCATES	68	74	89	127	82	80	118	115	139	120	59		**1071**
TOTAL WORK ORDERS	**371**	**490**	**390**	**467**	**445**	**427**	**448**	**448**	**358**	**440**	**303**	**0**	**4587**

BILLING INFORMATION	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
ACH ACCOUNTS	513	496	502	508	515	521	522	532	536	545	549		5739
E-BILL ACCOUNTS	1263	1216	1218	1225	1233	1243	1253	1268	1278	1291	1293		13781
SOLID WASTE CUSTOMERS	2994	3017	3029	3028	3033	3035	3042	3048	3054	3057	3008		33345
RECYCLING CUSTOMERS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N?A		0

COMMENTS

Printed : 12/1/2023

Atoka Public Works

December 12, 2023

Exhibit I

Monthly Report - Calendar Year 2023-2024 Fiscal Year

CUSTOMER ACCOUNTS	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL
NEW ACCOUNTS OPENED	26	24	17	10	19								96
EXISTING ACCOUNTS CLOSED	9	9	6	6	8								38
NET CHANGE - CUSTOMER ACCOUNTS	**17**	**15**	**11**	**4**	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**58**

SEWER SERVICE ISSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
TANK PUMPING - VENDOR	33	25	27	38	19								142
TOTAL SEWER SERVICE ISSUES	**33**	**25**	**27**	**38**	**19**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**142**

SOLID WASTE SERVICE ISSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
NEW CUSTOMERS (delivered can)	22	4	13	13	12								64
MISSED COLLECTIONS	56	34	51	25	140								306
DAMAGED / REPLACED CANS	22	20	15	14	12								83
OTHER / TRASH	9	23	6	7	11								56
TOTAL SOLID WASTE SERVICE ISSUES	**109**	**81**	**85**	**59**	**175**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**509**

WATER SERVICE ISSUES	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
METER SET - PRIMARY SERVICE	1	0	3	1	1								6
METER SET - AUXILIARY SERVICE	1	1	0	0	0								2
METER MAINTENANCE	0	0	0	0	0								0
METERS REPLACED/ Antenna Added	0	0	10	10	4								24
ADJUSTMENTS	1	4	2	5	7								19
LATE PAYMENTS	491	266	499	333	339								1928
NON-PAYMENT DISCONNECTION	79	90	72	92	95								428
TOTAL WATER SERVICE ISSUES	**573**	**361**	**586**	**441**	**446**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**2407**

WORK ORDERS	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
WATER	202	212	130	231	188								963
SEWER	59	46	47	41	45								238
DITCHES, OTHER ISSUES	69	75	42	48	11								245
UTILITY LOCATES	118	115	139	120	59								551
TOTAL WORK ORDERS	**448**	**448**	**358**	**440**	**303**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1997**

BILLING INFORMATION	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
ACH ACCOUNTS	522	532	536	545	549								2684
E-BILL ACCOUNTS	1253	1268	1278	1291	1293								6383
SOLID WASTE CUSTOMERS	3042	3048	3054	3057	3008								15209
RECYCLING CUSTOMERS	N/A	N/A	N/A	N/A	N/A								0

COMMENTS

Printed : 12/1/2023

December 12, 2023

Exhibit J

RESOLUTION NUMBER _____

A RESOLUTION AMENDING POLICY ON THE BROADCASTING OF THE TOWN OF ATOKA PUBLIC MEETINGS AND PERIOD FOR PUBLIC COMMENT

WHEREAS, the Board of Mayor and Aldermen previously established and approved a policy via Resolution 22-03-01 relating to the broadcasting of public meetings and period for public comment; and

WHEREAS, the Board of Mayor and Aldermen desire to store recorded public meetings on a media platform; and,

WHEREAS, the broadcasting of Town of Atoka public meetings continues to serve the public by allowing them to observe the meetings; and

WHEREAS, the Town of Atoka is in compliance with all applicable open meeting requirements and the Board of Mayor and Aldermen wish to provide a means of viewing public meetings as a courtesy to the citizens; and

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

Section 1. The Town should make reasonable efforts to provide for the broadcast of public meetings. Reasonable efforts should include the following:

A. An email distribution list, consisting of senior staff members and the Board of Mayor and Aldermen, will provide a mechanism for citizens to electronically submit questions. All questions shall be submitted by 5 p.m. the day before the public meeting. Questions submitted after the deadline will be read at the next regularly scheduled meeting.

B. An electronic link providing the electronic location for a citizen to view the public meeting will be provided.

The electronic link will provide public viewing-only access while the public meeting is in session. Any commenting via online viewing is prohibited. Once the public meeting ends, the recording may be stored on the Town's YouTube channel for later viewing, in accordance with records retention policies determined by the State of Tennessee.

C. The Town of Atoka cannot control any electronic or other technical difficulties before, during, after the public meeting broadcast that may inhibit the ability for the public to view the meeting.

D. Questions submitted via the electronic mail distribution list by the deadline will be read verbatim by the Chair of the Board, Commission, the Town Administrator or their designee(s).

Section 2. Public meetings shall provide a public comment period for members of the public who are in-person attending at the physical meeting location. Virtual participation during the comment period is not permitted.

A. Members of the public who desire to speak during the comment period shall register on the public comment form prior to the public comment period.
B. The public comment period shall be limited to two (2) minutes per speaker.
C. Speaking time is not permitted to be provided from one speaker who is in attendance to another who is in attendance. Each speaker will speak for themselves during the comment period.
D. If a speaker requests additional time, it may be granted at the discretion of the Chair of the Board or Commission.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 12th day of December 2023.

_____
Barry L. Akin, Mayor

ATTEST:

_____
Deborah Pickard, Town Recorder

December 12, 2023

Exhibit K

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF ATOKA APPROVING THE DISTRIBUTION OF AN EMPLOYEE CLIMATE SURVEY

WHEREAS, the Town of Atoka is committed to fostering a positive and engaging work environment for all employees;

WHEREAS, the Board of Mayor and Aldermen desires to obtain feedback from employees to assess workplace satisfaction and performance;

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

SECTION 1. Approval of the Employee Climate Survey. The Board of Mayor and Aldermen hereby approves the distribution of an employee engagement survey to all employees of the Town of Atoka.

SECTION 2. Survey Timeline.

a. Electronic delivery via email to all town employees will occur on January 8, 2024.
b. The deadline for survey responses shall be January 16, 2024.

SECTION 3. A Board of Mayor and Aldermen will schedule a worksession on February 13, 2024, to review and consider the results of the Employee Climate Survey.

SECTION 4. The Employee Climate Survey shall be substantively in the same form and content as proposed and identified as Exhibit "A".

SECTION 5. The Town Recorder or designee is hereby directed to file in her office a duplicate or copy of the employee climate survey.

SECTION 6. Survey Results. The Human Resources Generalist will compile all survey responses, data, results, and comments. Said information will be presented to the Board of Mayor and Aldermen and Town Administrator.

SECTION 4. This Resolution takes effect immediately upon its passage and approval.

PASSED by the Board of Mayor and Aldermen of the Town of Atoka, Tennessee this 12th day of December 2023.

_____
Barry L. Akin, Mayor

ATTEST:

_____
Town Recorder

December 12, 2023
Exhibit K

RESOLUTION EXHIBIT "A"
December 12, 2023

Town of ATOKA est. 1876

Employee Climate Survey

* 1. Are you content with your current work situation and overall job satisfaction?

1 3 5

* 2. Are you satisfied with the benefits and perks this organization has to offer?

1 3 5

* 3. Do you feel you have a satisfying work-life balance in your current position?

1 3 5

* 4. What can the town do to enhance your level of engagement at work?

* 5. Are we a better organization now than we were 6 months ago? If so, why? If not, why not?

* 6. Aside from annual pay raises and benefits, how can the Mayor and the Board of Aldermen improve your work environment?

* 7. What special skills do you possess that you would like to share with the Town of Atoka? *If none, type None.*

* 8. How would you describe your current morale and what actions from your department's leadership could elevate it?

* 9. How comfortable do you feel speaking on sensitive issues with your supervisor?

1 3 5

* 10. Do you feel your supervisor is an effective leader?

1 3 5

* 11. Is information that is important to your work disseminated in a timely manner?

1 3 5

* 12. How well does your department leadership handle conflict within your department?

1 3 5

* 13. Do you believe that both discipline and praise are fairly distributed throughout your department?

1 3 5

* 14. Do you have the proper equipment to do your job? If not, what items can the Town purchase/acquire that will help?

* 15. If you could choose a work shift, which would you prefer?

- ◯ 8hrs/5 days a week
- ◯ 10hrs/4 days a week
- ◯ 12 hour shifts

Other (please specify)

* 16. Do you feel that you are adequately trained for your current job position?

1 3 5

* 17. Would you like to have career development meetings?

- ◯ Yes
- ◯ No

* 18. Do you feel recognition, formally or informally, is being done throughout your department?

1 3 5

* 19. Do you feel the Mayor and Board of Aldermen have your best interest in mind when they conduct business regarding Town employees? If not, why not?

* 20. What do you like most about working for the Town of Atoka? Dislike?

* 21. If you could be the Department Head/Director/Chief of your department for a day, what would you do to improve the working conditions for your subordinates?

December 12, 2023

Exhibit L

RESOLUTION NO. _____

A RESOLUTION AMENDING THE PERSONNEL REGULATIONS FOR THE TOWN OF ATOKA, TENNESSEE.

WHEREAS, on April 14, 2020, the Board of Mayor and Aldermen passed Resolution No. 20-04-01, updating the Personnel Regulations for the Town of Atoka; and

WHEREAS, the ongoing importance of recruiting and retaining quality employees have necessitated revisions to the adopted regulations; and

WHEREAS, the personnel regulations of the Town apply to all municipal employees unless otherwise specified in employment contract and may be further defined by individual department policy.

WHEREAS, the Board of Mayor and Aldermen desire to revise Chapter 6. Leave Time.

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 makes the following revisions to certain sections of Chapter 6 of the Town of Atoka Personnel Regulations 2020 Edition as updated on April 14, 2020, as identified in Exhibit "A".

SECTION 2. The revisions, when made to the existing Regulations, shall constitute the Town of Atoka Personnel Regulations 2023 Edition.

SECTION 3. The Town Recorder is hereby directed to file in her office a duplicate or copy of the Personnel Regulations after it has been adopted and distribute copies of the revisions to all employees for their signature and acceptance.

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 12th day of December 2023.

_____
Barry L. Akin, Mayor

ATTEST:

_____
Town Recorder

Chapter 6. Leave Time

SECTION 6.1 VACATION LEAVE

Full-time employees will accrue vacation leave at their regular hourly rate of pay and will accrue hours evenly throughout the Town's pay periods monthly. Employees who, upon initial adoption of these regulations, have earned but unavailable vacation time, shall be credited for all vacation time earned.

A. Accruals
   a. Accrual Rate: Depending on years of service, your accrual rate will follow the below guide.
   b. Accrual Frequency: Vacation Leave hours will accrue during the first paycheck of the month.
   c. Availability: All accrued Vacation Leave will be available after the Town's mandatory probationary period.

Years of Service (on anniversary)	General & Police Employees		Fire Shift Employees	
	Annually	Monthly	Annually	Monthly
New Hire – completion of 3 years	80 hours (10 regular workdays)	6.67 hours	120 hours (5 regular work shifts)	10 hours
4 – 6 years	120 hours (15 regular workdays)	10 hours	144 hours (6 regular work shifts)	12 hours
7 – 9 years	144 hours (18 regular workdays)	12 hours	192 hours (8 regular work shifts)	16 hours
10 – 14 years	168 hours (21 regular workdays)	14 hours	240 hours (10 regular work shifts)	20 hours
15 years or more	192 hours (24 regular workdays)	16 hours	288 hours (12 regular work shifts)	24 hours

Ex.) Hire Date: 3/15/2023 – 3/14/2024 = year 1
3/15/2024 – 3/14/2025 = year 2
3/15/2025 – 3/14/2026 = year 3
3/15/2026 = year 4 *additional vacation hours added to accrual on this date

B. Expiration of Vacation Leave

On June 30 of each year, any unused vacation time above the maximum number of hours allowed to be earned by each employee in a year shall be forfeited. This leave review shall only occur once a year on June 30. *For example, an employee with ten (10) years of service that is eligible to earn 144 hours and who has 152 hours accrued on June 30 shall forfeit eight (8) hours.*

Unused vacation leave time may, in very rare and extenuating circumstances, be extended beyond the June 30 expiration date with the approval of the Town Administrator. The employee must submit a request to their Department Head on the Vacation Carry-Over form prior to June 30. Consideration will be given to those circumstances that may have been the result of workload or other situations caused by the Town when an employee's scheduled leave time has been or needs to be rescinded. Additionally, consideration will be given to an employee for an unforeseen major health condition.

C. Vacation Leave Usage

Vacation leave can only be taken after accrued, according to payroll records, unless approved by the Town Administrator.

Use of vacation leave must be approved by the employee's supervisor in advance of the leave start time.

Employees shall use the appropriate method for requesting vacation leave as established by their Department Head.

Vacation leave may be used in one (1) hour increments subject to supervisor approval.

Supervisors may require the use of vacation leave in increments greater than one (1) hour depending on the overall operational needs of the Department.

The Town shall not offer cash payments in lieu of vacation time for those who do not wish to take their vacation leave except as specified in Section 6.1(D).

In the event Town operations are hindered or an emergency exists, the Town Administrator or Department Head may rescind scheduled vacation leave usage. If a scheduled vacation leave is cancelled by the Town, the impacted employee may reschedule their vacation period or receive a cash payment in lieu of the vacation. The cash payment shall be at their regular rate of pay.

An employee becoming ill while on vacation leave may request that their supervisor change the vacation leave to sick leave. Any such change shall require a doctor's statement or other proof of treatment indicating that the employee was ill for the specified period of time to receive approval.

D. Vacation Buy Back

The Town offers a vacation buyback program available biannually the first week in May and November. All regular full-time employees are eligible to participate. Employees have the option to sell back one week's worth of vacation days per buyback period, with the buyback rate calculated based on their current hourly wage. Employees cannot sell back individual days. To participate, employees can submit a written request to the Human Resources Department by the specified deadlines. The buyback amount, subject to applicable taxes and withholdings, will be included in the employee's regular paycheck the first payroll of the following month upon approval. The program is contingent on budget availability, and the Town of Atoka reserves the right to modify or terminate it at its discretion. Periodic reviews of this policy will be conducted, and any revisions will be communicated to employees in advance.

Fire Department Shift Employees may sell either two (2) or three (3) shift days in twenty-four (24) hour blocks.

E. Separation of Employment

Upon separation of employment, an employee in good standing may be paid for accrued vacation leave not taken prior to the date of separation at the sole discretion of both the Department Head and Town Administrator.

Should an employee die while an active employee of the Town, any unused vacation leave will be paid to their survivors or estate.

Requested vacation leave time will not be approved once the resignation period has begun, except for special circumstances as approved by the Town Administrator.

Earned compensatory hours shall be paid when an employee separates from employment with the Town, regardless of written resignation requirements.

SECTION 6.2 SICK LEAVE

Sick leave will be granted when an employee is unable to perform assigned duties due to personal sickness or injury. An employee shall also be granted sick leave for necessary medical, dental and optical examination or treatment provided that the sick leave granted for such purposes shall not exceed the

An employee becoming ill while on vacation leave may request his/her supervisor to change the vacation leave to sick leave. Any such change shall require a doctor's statement that the employee was ill for the specified period of time to receive approval.

Sick leave shall be used in one-half (½) hour increments rounded to the nearest half-hour, subject to supervisor approval.

Sick leave can only be taken after accrued according to payroll records.

Employees injured in the course of employment with another employer shall not be eligible to use sick leave for the purpose of recovering from the injury. Employees involved in such circumstances may be eligible for leave of absence provisions as outlined in Section 6.16 or Section 6.17.

Sick leave shall not be granted in cases where regular retirement, disability retirement or long-term disability insurance has been approved

An employee meeting the criteria outlined in the Voluntary Sick Leave Policy may be eligible for donated Sick leave.

Failure to give adequate notice may result in the absence being charged to leave without pay. Failure to give any notice will result in the absence being charged as an "unauthorized absence".

Claiming sick leave under the false pretense to obtain time off with pay shall be grounds for disciplinary action as outlined in Section 8.2 up to and including termination from employment.

SECTION 6.3 FLOATING HOLIDAY

A. Full-time employees are granted one personal day per calendar year. General and Police employees will receive 8 hours and fire personnel will receive 24 hours. Regardless of length of service, this benefit is provided on a use-it-or-lose-it basis and does not accumulate from year to year. Employees seeking to use a personal day must receive approval by their supervisor in advance. Approval is contingent on operational needs and staffing requirements. Personal days can be utilized for various personal reasons, such as appointments, family matters, or a day of rest. Supervisors are responsible for maintaining accurate records of personal days used within their departments, ensuring proper documentation in employee time and attendance records. It's important to note that personal days are not cumulative and cannot be carried over into the next fiscal year. This policy will undergo periodic review, and any revisions will be communicated to employees in advance.

SECTION 6.4 PAID HOLIDAYS

A. Town Holidays

Full-time employees shall be entitled to twelve (12) holidays per calendar year for which they shall receive full pay at their standard rate of compensation. The Town of Atoka observes holidays in accordance with Tennessee Official State Holidays (https://www.tn.gov/about-tn/state-holidays.html).

Those holidays include, but are not limited to:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day *	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

** At the discretion of the Governor, Columbus Day may be observed the Friday after Thanksgiving*

Police Department shift employees shall be paid an additional eight (8) hours at regular time, whether or not they are scheduled to work the holiday. Fire Department shift employees shall be paid an additional twelve (12) hours at regular time, whether or not they are scheduled to work the holiday.

Employees who have unscheduled work (call-ins) on a holiday shall be compensated at one and one-half (1 ½) times their regular rate of pay in addition to holiday pay as specified above.

B. Definitions and Eligibility

Full-time employees are eligible for paid Town holidays. Part-time and seasonal/temporary employees are not eligible to be paid for Town holidays unless specified in Section 3.1(B).

When the Town holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When the Town holiday falls on a Sunday, the holiday shall be observed on the following Monday.

If a General Employee is on vacation or compensatory time, the vacation or compensatory time shall not be counted against the employee's accumulated leave time, and they shall be paid the eight (8) hours of holiday leave at regular time.

If a Police Department shift employee is on vacation leave or compensatory time, the vacation or compensatory time shall not be counted against the employee's accumulated vacation or compensatory time, and they shall be paid the eight (8) hours of holiday leave at regular time.

If a Fire Department Shift Employee is on vacation leave or compensatory time, twelve (12) hours of the twenty-four (24) leave hours shall be counted against the employee's accumulated vacation or compensatory time and they shall be paid the twelve (12) hours of holiday leave at regular time.

If a Police or Fire Department shift employee is scheduled to work a holiday and calls in sick, the sick time shall be counted against the employee's accumulated sick leave time, and they shall forfeit any additional compensation for the holiday.

Any full-time employee who is eligible for a paid holiday and who is on unpaid leave either the last working day before or the first working day after a holiday will forfeit their right to compensation for the holiday.

Any employee eligible for a paid holiday who takes sick leave either the last working day before or the first working day after a holiday shall be required to present written evidence from a doctor before receiving pay for the holiday.

SECTION 6.5 FAMILY AND MEDICAL LEAVE (FMLA)

Eligible employees are allowed up to twelve (12) weeks of unpaid leave during any "rolling" twelve (12) month period or up to twenty-six (26) weeks to care for a military service member (measured backward from the date the FMLA leave sought by the employee would begin) for the following reasons:

- Birth of a child or placement of a child for adoption or foster care with the employee
- To care for a spouse, child, or parent with a serious health condition
- A serious health condition of the employee that renders the employee unable to perform the functions of his or her job for more than five (5) consecutive workdays
- Activation of a family member to active military duty
- To care for a family member that is a military service member

If a husband and wife both work for the Town, and each wishes to take leave for the birth of a child, adoption or the placement of a child into their foster care, or to care for a child with a serious health condition the husband and wife may take only a combined total of twelve (12) weeks of FMLA or twenty six (26) weeks to care for a military service member.

A. Eligibility

To be eligible for FMLA leave, the employee must have been employed by the Town for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) months prior to the start of the FMLA leave.

FMLA leave may be used for the purposes listed above and as required by Federal law. For purposes of this section, immediate family is defined as employee's parent, spouse, child, or stepchild, but does not include parent "in-laws".

B. Requirements

Employees should submit their request to the Town Administrator for approval at least 30 days in advance when the need is foreseeable. If the full 30-day notice is not possible, an employee is expected to give as much notice as is practicable (ordinarily one or two business days) after the employee learns of the need for the leave.

Employees who request leave under this policy for the serious health condition of the employee or a family member (spouse, child or parent), must provide the Town with a statement of medical certification from a health care provider which explains the condition necessitating the leave, the date the condition commenced, the probable duration of the condition. The appropriate form is available from the Human Resources. The statement of medical certification should be provided to the Town at the time the employee requests leave under this policy, or shortly thereafter. In the case of unforeseen leave (such as for a medical emergency) the statement of medical certification should be provided to the Town soon after the leave commences. Failure to comply with the medical certification

provisions of this policy may result in the denial of leave until after the employee provides a statement of medical certification to the Town.

If the Town has reason to doubt the validity of a medical certification provided by the employee's health care provider, the Town may require the employee to obtain a second opinion, at the Town's expense, from a health care provider designated by the Town. In the event the second opinion differs from the first, the Town may request the employee to obtain a third and final opinion, at the Town's expense, from a health care provider jointly approved by the Town and the employee.

The Town may also require periodic reports during the duration of the leave regarding the medical status of the employee or family member and the employee's intention of returning to work. An employee returning from leave under this policy due to his or her own serious health condition must provide the Human Resources with a written medical release from a health care provider before initiating work. An employee returning from leave under this policy due to his or her own serious health condition must be released without restrictions. Failure to provide a release may result in a denial of restoration of employment until the employee provides a medical release to the Town.

C. Additional Provisions

Where the cause of serious health condition initially occurred as a result of a work-related injury or illness covered by Workers Compensation Law, such time off as it applies to work-related illness or injury shall be counted as Family Medical Leave under this section on a day for day basis whenever more than five (5) consecutive workdays are missed.

Whenever more than five (5) consecutive workdays are missed due to a qualifying reason as defined by the FMLA, the leave shall be designated as FMLA leave retroactive to the first day of work missed.

If an employee is approved for leave time under the Voluntary Sick Leave program as outlined in Section 6.6, any time taken under the program must run concurrently with FMLA leave.

When FMLA leave is needed for planned (rather than unforeseen) medical treatment, the employee is required to make a reasonable effort to schedule the treatment to minimize disruption to the Town's operations.

D. How Leave May Be Taken

The employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks over a twelve (12) month period.

The Town may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For the birth, adoption or foster care of a child, the Department Head and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for the birth, adoption or foster care of a child must be concluded within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee is expected to coordinate any schedule of intermittent leave or a reduced hour working schedule with the department director before taking such leave. If such a coordinated schedule is not possible, then the employee must prove that use of the leave on an intermittent or reduced-hour schedule is medically necessary.

E. Treatment of Benefits While on FMLA

During a leave under this policy, an employee's health insurance coverage will be continued at the same level of benefits and under the same terms and conditions as the coverage currently being provided by the Town to other benefit-eligible employees. If the employee is on paid leave, the Town will continue to deduct for optional and dependent coverage. If the employee is on unpaid leave, the employee is responsible for making payments for optional and dependent insurance coverage either in person or by mail. Payments must be received by the Town by the first day of each month. If the payment is more than 30 days late, the optional and dependent coverage may be dropped for the duration of the leave. Reinstatement will be subject to the conditions required by the current benefit providers. Employees failing to return to work at the conclusion of their leave may be required to reimburse the Town for insurance premiums paid by the Town during the time of the leave.

Employees on FMLA unpaid leave shall not accrue paid time off while on leave. Should an employee fail to return to work at the end of their FMLA leave, retirement benefits shall be based on the last day worked or the last day of paid time off taken by the employee, whichever is later.

"Anniversary" date shall not be affected by an employee utilizing FMLA leave.

F. Reinstatement

Upon return to work, the employee shall be returned to their position held prior to their FMLA leave or an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

G. Pay During Leave

Employees must use accrued paid time off (vacation, sick leave and/or compensatory time) for any circumstances for which they may be eligible for FMLA leave. This paid leave time shall run concurrently with FMLA leave. The Town must designate paid time off requested by an employee as FMLA leave to be considered part of the maximum twelve (12) week leave time, according to FMLA guidelines. Employees utilizing paid leave in conjunction with FMLA will continue to accrue paid leave during that period. Employees utilizing unpaid leave will not accrue paid time off while on leave.

SECTION 6.6 VOLUNTARY SICK LEAVE

Voluntary Sick Leave (VSL) establishes a program under which employees may donate paid sick leave time to a fellow employee who is facing or recovering from a catastrophic illness or injury or a serious health condition. Upon approval, the VSL program allows employees to donate a portion of their accumulated sick leave to an employee who has exhausted all of their current and accrued leave time.

The requesting employee will be responsible for providing the appropriate physician's certification and completed paperwork to be submitted for the leave requested under this policy.

Nothing contained herein shall be construed to give any employee a right to the VSL program. Participation in the VSL program is not considered a right of employment and, as such, denial of a request for leave is not considered the denial of a right of employment. An employee may not appeal the decision regarding VSL program participation.

A. Definitions

Catastrophic illness or injury: An illness or injury that is either life threatening, terminal or likely to result in a potentially permanent disability.

Current and accrued leave time: Leave time shall include all current and accrued vacation, personal, holiday, sick and compensatory time.

Designated employee representative: A spouse, immediate relative or legal guardian may act as a designated employee representative if the employee is unable to represent themselves.

Serious health condition: A condition that makes the employee unable to perform the functions of the position of the employee.

B. Maximum Sick Leave Hours

The maximum amount of voluntary sick leave an employee may receive in a "rolling" twelve- month period is 480 hours. Part-time employees may receive donated hours that are pro-rated based on their work schedule. *For example, a part-time employee scheduled for twenty (20) hours a week may receive up to 240 hours in a "rolling" twelve-month period.*

C. Voluntary Sick Leave Provisions

For the purpose of this policy, voluntary sick leave shall run concurrently with time allowed under the Family and Medical Leave Act (FMLA). To be eligible to for the VSL program, the applicant must also apply for FMLA leave. While the denial of FMLA leave does not necessarily preclude an employee from being granted VSL leave, approved FMLA leave shall allow the employee to be granted VSL leave.

While using donated leave time, an employee shall continue to accrue vacation, sick leave, or holiday time as stated in the personnel policies.

An employee who uses voluntary sick leave is not required to pay back the time received. Voluntary Sick Leave cannot be used more than once over a twelve (12) month period subject to the maximum number of hours as stated above.

While a request may be approved for a certain amount of donated leave time, it is up to employees to donate time to the requesting employee. A requesting employee will only have access to time that is donated by other employees.

D. Eligibility Requirements

Requesting employee must be full-time or part-time and must have completed their initial training/probation period.

Requesting employee is not on unpaid disciplinary status during the period requested for voluntary sick leave.

Requesting employee has met or exceeded expectations in their most recent employee evaluation.

Requesting employee has exhausted all current and accrued leave.

Based upon the physicians' statement, requesting employee has experienced a personal injury or illness which is life threatening, catastrophic, potential permanent disability or serious health condition that makes the employee unable to perform the functions of the position of such employee.

Personal injury or illness is not job related.

E. Procedures for VSL Program

Method to Request Use of Voluntary Sick Leave
An eligible employee or a designated employee representative may request voluntary sick leave on behalf of the employee by submitting a Voluntary Sick Leave Request Form to the Human Resources. The employee or their designated employee representative should submit the application before all leave is exhausted to allow time for application review and consideration. A physician's statement describing the illness or injury must accompany the request for use of voluntary sick leave and must include the diagnosis of the illness or injury and a prognosis, including the estimated time away from work and whether the employee can or cannot return to work. Any failure to comply with these procedures may result in the denial of the voluntary sick leave request.

The Human Resources will verify that the application documentation complies with the Voluntary Sick Leave provisions of this policy prior to approval of the application.

Method to Donate to the Sick Leave Program
Eligible employees may donate up to 25% of their accrued sick leave balance to a specific individual by submitting a Voluntary Sick Leave Donation Form. Donations shall be in eight (8) hour increments. Sick leave donated to a designated individual will be converted to an hour-for- hour basis. Unused contributions made to a specific individual will only be deducted from the donor account when needed by the recipient.

SECTION 6.7 WORKERS' COMPENSATION LEAVE

Workers' Compensation is an insurance type benefit which the Town, by law, provides to its employees. Workers' Compensation benefits are regulated by state law and change periodically. The cost of Workers' Compensation insurance is paid entirely by the Town. Workers' Compensation benefits apply to employees who suffer injuries or occupational disease related to their employment.

All medical expenses incurred as the result of injuries or occupational disease related to employment will be paid by the Town through its Workers' Compensation insurance.

By Tennessee law, Workers' Compensation is not paid for the first three (3) regularly scheduled workdays an employee is unable to work. Beginning with the fourth day scheduled workday, the employee will be compensated for two-thirds (⅔) of their average weekly wage without taxes. If an employee is unable to work for fifteen (15) or more scheduled workdays, Workers' Compensation will then pay two-thirds (⅔) of their average weekly wage for the first three days of lost time.

Workers' Compensation benefits shall be paid directly to the employee. The Town will issue payment for any additional compensation due under this policy and shall withhold any required taxes and other deductions from that compensation.

By Town policy any accumulated leave time (sick leave, personal days, or vacation/comp time,) may be utilized to compensate an employee for:

- The first three days of lost time if the days are not covered by Workers' Compensation benefits. If an employee is unable to work fifteen (15) or more days, two-thirds (⅔) of any leave time used for the first three (3) days shall be reinstated at the employee's request.
- One-third (1/3) of their average weekly wage not covered by Workers' Compensation benefits.

Whenever more than three (3) consecutive workdays are missed due to a Workers' Compensation injury, then this leave time shall be designated as Family Medical Leave. When more than three (3) consecutive workdays are missed, the FMLA leave will be retroactive to the first day missed. For additional information regarding FMLA leave, see Section 6.5.

When an employee is injured on the job, they must report the injury as soon as possible within the shift to their immediate supervisor, who will prepare a report of injury. The supervisor must send the first Report of Injury to the Human Resources office within three (3) working days. The supervisor will coordinate with the Human Resources office for appropriate medical treatment by a provider of the Town's choice. Following medical treatment for a Workers' Compensation injury, an employee must provide a written release or statement of limited duty status from the treating physician before the employee is allowed to return to work. The employee must present this form to Human Resources before beginning work. The employee's supervisor should ensure that the employee has provided this documentation to Human Resources prior to allowing the employee to work.

As a general rule, the Town of Atoka does not offer "light duty" work assignments. In consideration of Workers' Compensation injuries, the Town may attempt to assign injured personnel to "light duty" status when there is a reasonable expectation that in doing so, such action will facilitate a return to full employment. The Town, however, is not obligated to create "light duty" positions and nothing in these regulations is intended to create a requirement for the Town to do so.

An employee who returns to work (full or light duty) and is directed to have follow-up doctor's appointments or treatment during the employee's regularly scheduled work hours will be compensated for hours missed due to the doctor's appointment. Employees should schedule appointments or treatment to minimize time away from work. The employee is to provide a doctor's statement as verification of the appointment or treatment. Supervisors should monitor this time for reasonableness.

The Town will continue payment of the employee's base health insurance and life insurance for as long as Workers' Compensation benefits are paid. An employee may continue to maintain additional insurance coverage and/or dependent insurance coverage at their own expense. Failure to make requirement coverage payments may result in the termination of coverage of additional insurance and/or dependent insurance.

While an employee is on Workers' Compensation leave, the employee will continue to accrue paid leave time and will be compensated for holidays as normal.

Failure to follow the Workers' Compensation Policy will be grounds for appropriate disciplinary action.

SECTION 6.8 MILITARY LEAVE

Employees who are members of the National Guard or any reserve component of the United States Armed Forces shall be entitled to military leave without loss of seniority, paid leave time, or any other rights for periods of military services up to the limits specified in state and federal laws pertaining to such leave.

When a request for military leave is submitted to the Department Head, the employee shall attach an official order from the appropriate military authority as evidence of such duty for which military leave is granted. The order shall contain the certification of the employee's commanding officer of performance of duty in accordance with the terms of the order.

Employees who enlist, are drafted, or activated into full-time military service are given specific rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Any employee wishing to enlist, who is drafted or who is called to active full-time duty should consult with Human Resources to gain an understanding of their rights and benefits.

The Town will provide compensation of up to one hundred sixty (160) hours for General and Police employees and up to two hundred forty (240) hours for Fire Shift employees per Town fiscal year when the employee is called away for military leave.

SECTION 6.9 BEREAVEMENT LEAVE

Full-time employees may be granted up to four (4) paid days off in the death of an immediate family member. Fire Department Shift Employees shall receive up to two (2) paid shifts off in the death of an immediate family member. Permanent part-time employees may be granted up to four (4) paid days off, prorated based on their typical work schedule, in the event of the death of an immediate family member.[v] For purposes of this section, immediate family members shall mean: spouse, children (including an unborn child, foster children living with the employee and sons-in-law or daughters-in-law), parents, grandparents, sisters, brothers, father-in-law and mother-in-law. This section shall also include step relatives of the same degree.

Bereavement leave will not be charged against an employee's accrued sick leave. Employees wishing to extend bereavement leave beyond the allocation listed above must use vacation leave, compensatory time or take unpaid leave. Sick leave may not be used to extend bereavement leave.

SECTION 6.10 EMERGENCY LEAVE

With the approval of their Department Head, an employee may be given a maximum of three (3) regularly scheduled workdays with pay for each eligible emergency.

Approved emergency leave will be charged against the employee's sick leave accumulation. If the employee does not have any accrued sick leave, the emergency leave will be charged against the employee's vacation, personal leave or accrued compensatory time. When leave has been used, the excess emergency leave shall be charged as leave without pay.

A. Eligible Emergencies

   Emergency Leave may be granted for a serious illness or medical condition involving an employee's parents, stepparents, children, step-children or legal dependent residing in the same household where direct individual care is not involved.

Special emergency conditions, such as household fire, or automobile accident, occurring to the employee or a member of his/her immediate family.

SECTION 6.11 ADMINISTRATIVE LEAVE

A. Leave with Pay

There may be an occasion when it becomes necessary to remove an employee from service as the circumstances of an incident or event are reviewed or otherwise investigated. A Department Head may, with the approval of the Town Administrator, place an employee on administrative leave pending the review of the incident or circumstances. The Mayor shall be informed regarding an employee placed on administrative leave with pay.

Administrative leave may be for a defined or indefinite period of time as the situation warrants; however, as it is in the interest of the Town to minimize the duration of administrative leave, any investigation should be conducted thoroughly and expeditiously so as to resolve the situation as soon as possible.

Administrative leave shall be leave with pay and does not presume guilt in a given situation. Should the review or investigation related to the administrative leave determine that disciplinary action is warranted, action may be taken in accordance with Regulation 8.

B. Leave without Pay

During the investigation, hearing, or trial of an employee on a criminal charge or during the course of any civil action involving an employee where removal from service would be in the best interests of the Town, a Department Head, with the approval of the Town Administrator, may place the employee on administrative leave without pay for the duration of the proceedings as a non-disciplinary measure. The Mayor shall be informed regarding an employee placed on administrative leave without pay.

Where the related proceedings result in the full reinstatement of the employee, the Town Administrator shall authorize full recovery of pay and benefits for the entire period of administrative leave.

Should the review or investigation related to the administrative leave determine that disciplinary action is warranted, action may be taken in accordance with Regulation 8

SECTION 6.12 MATERNITY / PATERNITY LEAVE

Maternity / Paternity Leave shall be handled in accordance with the Town's Sick Leave and Family Medical Leave policies. Pregnancy, if problematic, may qualify as a serious health condition under FMLA guidelines, and the birth of a child also qualifies for FMLA as outlined in Section 6.5.

SECTION 6.13 JURY DUTY LEAVE

Full-time employees shall be compensated at their regular rate for required jury duty. Any compensation received by an employee from the court as a result of the required jury duty service shall be turned over to the Town. Full-time employees shall be compensated at their regular rate for a court appearance legally required of the employee to serve as a witness in a trial.

Department Heads shall require applicable supporting documentation prior to approving this leave.

SECTION 6.14 ELECTION DAY LEAVE

Employees who are registered voters and whose working shift would otherwise prevent voting, may, upon approval by their Department Head prior to the day of an election, have reasonable time off without loss of pay to vote in any local, State or Federal election.

Employees are encouraged to vote on their own time, either through early voting or by voting before or after normal working hours.

SECTION 6.15 INCLEMENT WEATHER LEAVE

Weather conditions do not provide an exception to normal work routines. When Town facilities are open, employees are to be paid for the hours they work or take vacation or compensatory time. Should any specific employee not have accrued paid leave, they shall not be paid for the time they did not work and may be considered excused or unexcused, depending upon the circumstance.

The Town Administrator may authorize declarations of staff reduction due to inclement weather or damages caused by inclement weather. If the Town Administrator approves the early closure of any Town facility and sends employees home prior to the end of their normally scheduled work period, the impacted employees will be compensated for normal work hours and shall not be charged any leave time for departing at the designated time.

An employee regularly scheduled to work on a day in which a facility is closed early and who leaves earlier than the designated time or who does not make it to work that day, will be charged the applicable leave time for the hours that the facility was open, and they were not present for work. Those employees will not be charged leave time for the hours when the facility was designated to be closed.

In the event the Town Administrator determines that a Town facility will not open at all on a given day and employees of the facility are advised not to report to work, employees will not be charged leave time for that day.

SECTION 6.16 EXCUSED ABSENCE WITHOUT PAY

When it is determined to be in the best interest of the Town, a Department Head may grant an employee time off without pay, commonly referred to as forfeit time. Time off without pay is at the sole discretion of the Department Head.

To be eligible for time off without pay, an employee must have exhausted all vacation, personal and compensatory time. Additionally, if the circumstances of the leave allow for the use of sick leave, all accrued sick leave must have been exhausted.

SECTION 6.17 LEAVE OF ABSENCE WITHOUT PAY

Subject to the approval of the Department Head and the Town Administrator, an employee may be granted a leave of absence without pay for a period not to exceed one (1) year. Request for such leave must be submitted in writing to the appropriate Department Head and the Town Administrator two (2) weeks prior to the desired start of the leave of absence.
Such leave from active status is considered an extraordinary request.

If an employee is absent fifteen (15) or more consecutive days within a calendar month, the employee shall not be entitled to any benefits provided by the Town. The employee may maintain health, dental and life insurance at the employee's expense under the provisions of COBRA and subject to the regulations of the Town's insurance carriers.

The employee shall not be returned to pay status until the first day that the employee actually returns to work.

Unlike FMLA, an approved unpaid leave of absence does not guarantee the employee the right to return to the position held prior to the leave.

SECTION 6.18 PROPER NOTICE OF LEAVE

All employees shall notify their immediate supervisor when, for any reason, the employee is absent from their duties. Notification shall be by approved method and shall occur no less than thirty (30) minutes prior to the beginning of their work shift. Police and Fire Department shift employees shall notify their immediate supervisor no less than two (2) hours prior to the beginning of their work shift.

Any unauthorized absence of an employee from duty shall be deemed to be an unexcused absence and may be grounds for disciplinary action.

An absence by an employee who has exhausted all accrued sick leave and is not on approved FMLA leave shall be considered an unauthorized absence.

Any employee who is absent for three (3) or more consecutive work shifts without authorization and proper notification shall be deemed to have abandoned their position as outlined in Section 9.3.

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

December 12, 2023

Exhibit M

MEMORANDUM

To: Honorable Mayor Barry Akin & Board of Aldermen

From: Marc Woerner, Town Administrator

Re: Bid Award – Town Facility Cleaning

The Town opened bids on July 21, 2023, for the Town Facility Cleaning. Specifications were provided to all area vendors. The Town received a bid from AKC Janitorial Services, Cooper Janitorial Services and Premium Project and Properties LLC. The bid breakdown of the bid amounts can be found on the bid tab below. Staff recommend rejecting all bids.

Town Facility Cleaning Project

Friday, August 04, 2023

Contractor	Address	Total Monthly Bid Price
AKC Janitorial Service	3071 HWY 19 W Ripley, TN 38063	$2,365.00
Cooper Janitorial Service	P O Box 1116 Brownsville, TN 38012	$2,100.00
Premium Project & Properties, LLC	3 Courtland Drive Hattiesburg, MS 39402	$12,140.00

Smith Seckman Reid, Inc.

December 12, 2023
Exhibit N

2650 Thousand Oaks Blvd.
Suite 4200
Memphis, TN 38118
Phone: 901-683-3900
www.ssr-inc.com

November 20, 2023

Mr. Wesley Yarbrough
Town of Atoka
Public Works Office
334 Atoka Munford Avenue
Atoka, TN 38004

RE: Claire Culvert Replacement Overrun Change Order 1

Dear Sir:

Attached you will find a spreadsheet of overrun items for the above mentioned project. The largest overrun, as far as monetary amounts go, is the concrete. The estimated quantities set up in the plans and therefore in the bid package were too low. I've attached a sheet of the dimensions and quantities for payment. Apparently, the TDOT standard drawing STD-17-54 has an error in the amount of concrete per linear foot for a 10' x 6' box culvert quantity. That standard drawing is what the estimated quantity of concrete was based on. I believe the used quantities were necessary for this project to be constructed in the proper way; and if the correct quantities were set up in the plans, the cost of the job would still be the same amount as the current request for payment.

Thank you for your time and consideration concerning this matter. Please contact me if you have any questions or concerns.

Sincerely,
Smith Seckman Reid, Inc.

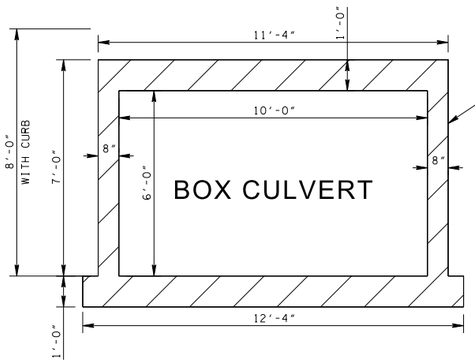
Layne Dawson

Layne Dawson, PE
Construction Manager, Transportation Engineer

December 12, 2023

Exhibit N

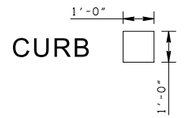
Item No.	Description	Unit	Unit Price	Awarded Quantity	Awarded Cost	Total Quantity Placed	Current Payment Amount	% Over/under run	Difference
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	$30.50	99.00	$3,019.50	100.10	$3,053.05	1.11%	$33.55
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	$90.35	32.00	$2,891.20	21.80	$1,969.63	-31.88%	-$921.57
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	$86.45	55.00	$4,754.75	52.71	$4,556.78	-4.16%	-$197.97
303-01.01	GRANULAR BACKFILL (ROADWAY)	TON	$54.40	331.00	$18,006.40	245.49	$13,354.66	-25.83%	-$4,651.74
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	$476.40	11.20	$5,335.68	18.00	$8,575.20	60.71%	$3,239.52
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	$33.25	50.00	$1,662.50	49.90	$1,659.18	-0.20%	-$3.33
411-01.10	ACS MIX(PG64-22) GRADING D	TON	$658.25	7.90	$5,200.18	14.00	$9,215.50	77.22%	$4,015.33
604-02.01	CLASS A CONCRETE (BOX BRIDGES)	C.Y.	$903.00	55.50	$50,116.50	68.29	$61,665.87	23.05%	$11,549.37
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	$78.25	77.00	$6,025.25	70.63	$5,526.80	-8.27%	-$498.45
803-01	SODDING (NEW SOD)	S.Y.	$6.90	100.00	$690.00	150.00	$1,035.00	50.00%	$345.00
									$12,909.70



31.70 SF

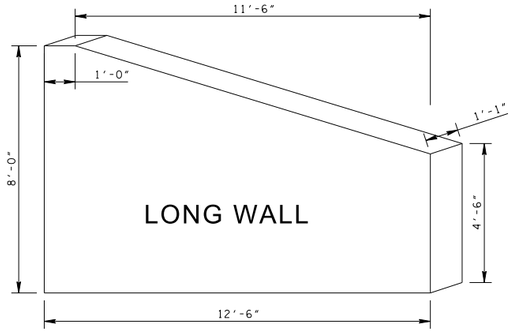
31.70 SF x 42' = 1331.4 CF

= 49.31 CY



1' x 1' x 11.33' = 11.33 CF

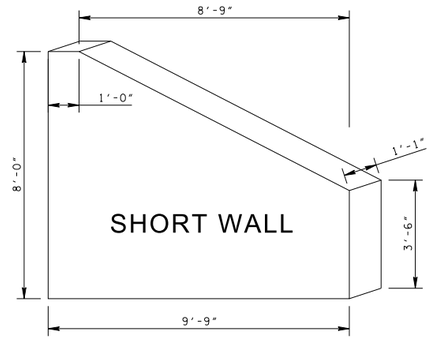
= 0.42 CY



8' x 1' x 1.083' = 8.664 CF

(8' + 4.5')/2 x 11.5' x 1.083' = 77.84 CF

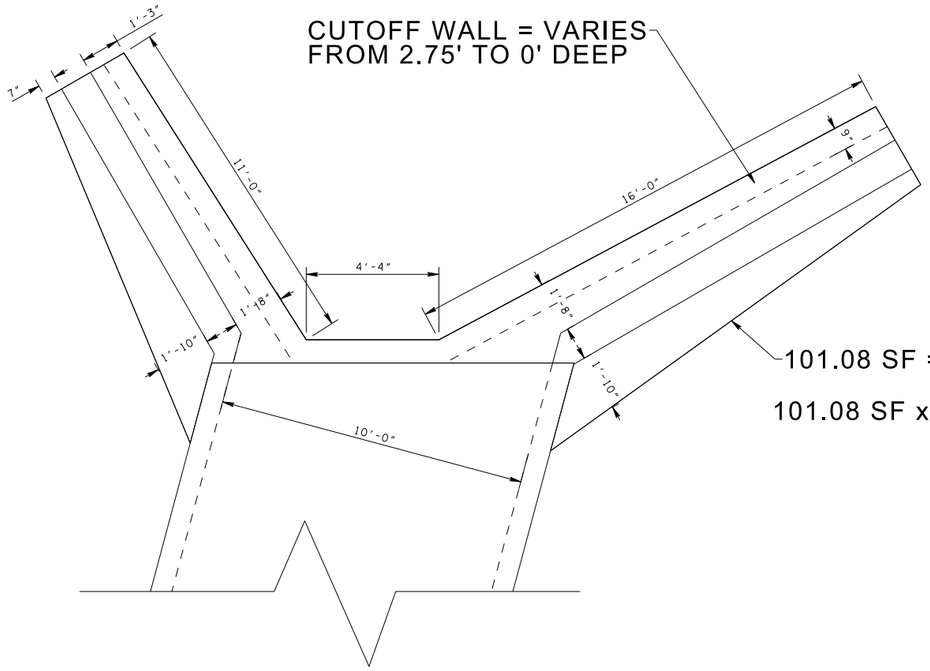
= 2.88 CY



8' x 1' x 1.083' = 8.664 CF

(8' + 3.5')/2 x 8.75' x 1.083' = 54.49 CF

= 2.02 CY



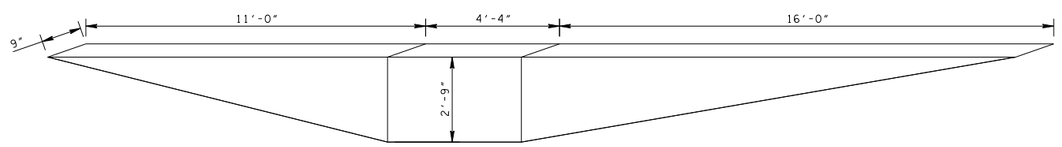
101.08 SF => BASE FOR TWO WALLS

101.08 SF x 9" = 75.81 CF

= 2.81 CY

WINGWALL FOOTING

CUTOFF WALL



(11' x 2.75'/2) + (2.75' x 4.33'/2) + (16' x 2.75'/2) = 49.04 SF

49.04 SF X .075' = 36.78 CF

= 1.36 CY

TOTAL CONCRETE

49.31 + 0.42(2) + 2.88(2) + 2.02(2) + 2.81(2) + 1.36(2) = 68.29 CY

Smith Seckman Reid, Inc.

2650 Thousand Oaks Blvd.
Suite 4200
Memphis, TN 38118
Phone: 901-683-3900
www.ssr-inc.com

December 12, 2023
Exhibit O

December 6, 2023

Mr. Wesley Yarbrough
Town of Atoka
Public Works Office
334 Atoka Munford Avenue
Atoka, TN 38004

RE: Edith Culvert Replacement Overrun Change Order 2

Dear Sir:

Attached you will find a spreadsheet of overrun/underrun items for the above mentioned project. This will be the final payment for this job and the total in the spreadsheet is the total cost over/under the awarded amount of the contract. I believe the used quantities were necessary for this project to be constructed in the proper way.

Thank you for your time and consideration concerning this matter. Please contact me if you have any questions or concerns.

Sincerely,
Smith Seckman Reid, Inc.

Layne Dawson

Layne Dawson, PE
Construction Manager, Transportation Engineer

December 12, 2023
Exhibit O

Office Of the Public Works Department

MEMORANDUM

To: Mayor and Board of Alderman

From: Wesley Yarbrough, Public Works Director

Date: December 6, 2023

RE: Edith Culvert Replacement Overrun/Underrun Change order 2

Mayor and Board of Alderman

Attached you will find a spreadsheet of overrun/underrun items for the above-mentioned project. The additional amount due is $170.40. This will be the final payment for this job. Per Layne Dawson Construction Manager with SSR, these extra quantities were necessary for the proper construction of the Edith Culver Replacement Project.

Thank You,

Wesley Yarbrough

Public Works Director

Town of Atoka, Tennessee

www.TownofAtoka.com

December 12, 2023

Exhibit O

			Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
		Formula			1 x 2		1 x 4	5 - 3		1 x 7	8 - 6 - 3	1 x 7	(7-2)/2	10-3
Item No.	**Description**	**Unit**	**Unit Price**	**Awarded Quantity**	**Awarded Cost**	**1st Change Order Quantity Placed**	**Payment Amount**	**1st Change Order Cost**	**2nd Change Order Quantity Placed**	**Payment Amount**	**2nd Change Order Cost**	**Payment Amount**	**% Overrun/ Underrun**	**Difference**
202-03.01	Removal of Asphalt Pavement	S.Y.	$5.00	106	$530.00		$0.00		100.00	$500.00	-$30.00	$500.00	-5.7%	-$30.00
204-08	Foundation Fill Material	C.Y.	$100.00	15.4	$1,540.00	24.43	$2,443.00	$903.00	24.43	$2,443.00	$0.00	$2,443.00	58.6%	$903.00
303-01	Mineral Aggregate, Type A Base, Grading D	Ton	$60.00	48	$2,880.00	65.18	$3,910.80	$1,030.80	74.23	$4,453.80	$543.00	$4,453.80	54.6%	$1,573.80
303-01.01	Granular Backfill (Roadway)	Ton	$60.00	311	$18,660.00		$0.00		310.79	$18,647.40	-$12.60	$18,647.40	-0.1%	-$12.60
307-01.08	Asphalt Concrete Mix (PG64-22)Grading B-M2	Ton	$200.00	12	$2,400.00		$0.00		19	$3,800.00	$1,400.00	$3,800.00	58.3%	$1,400.00
411-01.10	ACS Mix(PG64-22) Grading D	Ton	$200.00	8.5	$1,700.00		$0.00		18	$3,600.00	$1,900.00	$3,600.00	111.8%	$1,900.00
604-02.01	Class A Concrete (Box Bridges)	C.Y.	$1,000.00	74.9	$74,900.00	82.29	$82,290.00	$7,390.00	78.86	$78,860.00	-$3,430.00	$78,860.00	5.3%	$3,960.00
604-02.02	Steel Bar Reinforcement (Box Bridges)	LB.	$1.50	15380	$23,070.00	15679	$23,518.50	$448.50	15679	$23,518.50	$0.00	$23,518.50	1.9%	$448.50
709-05.08	Machined Rip-Rap (Class B)	Ton	$70.00	63	$4,410.00	102.02	$7,141.40	$2,731.40	102.02	$7,141.40	$0.00	$7,141.40	61.9%	$2,731.40
712-06	Signs (Construction)	S.F.	$10.00	78.5	$785.00		$0.00		68.5	$685.00	-$100.00	$685.00	-12.7%	-$100.00
712-07.03	Temporary Barricades (Type III)	L.F.	$10.00	50	$500.00		$0.00		40	$400.00	-$100.00	$400.00	-20.0%	-$100.00

sum of column 6 $12,503.70 sum of column 9 $170.40 sum of column 12 $12,674.10 = Total for project