

November 1, 2022
Revised March 27, 2023

Honorable Emmitt Gooden, Mayor
and Honorable Board of Aldermen
Town of Mason
12157 Main Street
Mason, TN 38049

JONES &
TUGGLE

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the Town of Mason, TN.

We will apply the procedures described in the attachment to this letter (Exhibit I) to the recurring items listed in number five of the Amended Corrective Action Plan (Exhibit II). By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assess the recurring items for completeness. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement regarding the procedures to be applied and your acknowledgment that those procedures are sufficient and appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the completed Comptroller's designated Spending Form. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We plan to perform our procedures on approximately two weeks before the first business day of the next month and, unless unforeseeable problems are encountered, the engagement should be completed by one week before the first business day of the next month.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to The Town of Mason, TN and other intended users of the report, if any. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Jones and Tuggle, PLLC
Certified Public Accountants
4466 Elvis Presley Blvd.
Suite 249
Memphis, TN 38116
T | 901.332.0111
F | 901.332.0504
www.jonesandtuggle.com

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- Your refusal to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- Your failure to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the completed Comptroller's designated Spending Form, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the completed Comptroller's designated Spending Form. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the completed Comptroller's designated Spending Form in accordance with the Amended Corrective Action Plan.

Sherila Jones-Tuggle is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will not exceed \$2,000 for each spending plan report. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 15 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

Jones and Tuggle PLLC

RESPONSE:

This letter correctly sets forth the understanding The Town of Mason, TN

By:

Eddie [Signature]

Title:

Mayor

Date:

03/28/23

Agreed upon Monthly Procedures

1. Obtain the completed Comptroller's designated Spending Form, approved operating budget compared to actual, bank statements and bank reconciliations.
2. Determine whether the Tab 1 is filled in with the planned payroll expenses.
3. Determine whether Tab 2 is filled in with planned non-payroll expenses over \$1000.
4. Determine whether operating budget is balanced:
 - a. Total revenues equal or exceed total expenditures.
 - b. Compare actual revenues and expenditures to remaining budget amounts for quantitative dollar analysis. Seek explanation for differences greater than \$5,000.
5. Scan previous month's payroll journal for agreement with preceding month's Spending Form.
6. Scan cash disbursements journal for non-payroll amounts in excess of \$1,000 for agreement with preceding month's Spending Form.





JASON E. MUMPOWER
Comptroller

April 6, 2023

Mayor Eddie Noeman
Town of Mason
12157 Main Street
Mason, TN 38049

Dear Mayor Noeman:

Ms. Sherila Jones-Tuggle, who the Town of Mason (“the Town”) has hired to fulfill requirement 5.a of the May 5, 2022 Amended Corrective Action Plan (“the CAP”), has recently contacted members of my Office’s Division of Local Government Finance (“LGF”) regarding her engagement with the Town. Specifically, due to concerns regarding her ethical obligations under professional standards of the American Institute of Certified Public Accountants, Ms. Jones-Tuggle would prefer to perform the attached Agreed Upon Monthly Procedures (“the Procedures”) in lieu of signing the Attestation Form referenced in requirement 5.a of the CAP. A representative of the Town will continue to sign the form.

Ms. Jones-Tuggle has proposed to LGF that each month, she will perform the Procedures and submit her findings in a monthly report, including any exceptions. The report will be submitted together with the Attestation Form signed by a representative of the Town. If Ms. Jones-Tuggle performs the foregoing each month, and if my Office determines that all findings and exceptions submitted in the monthly report are not significant, we will consider the Town in compliance with requirement 5.a of the CAP. Please be aware that my agreement with the foregoing is at my discretion, and that I retain the ability to repeal it at any time, in which case the Attestation Form, signed by both a representative of the Town and the CPA, will be required each month to comply with the CAP.

If you need to contact our office, please contact Sheila Reed, Director of LGF, at Sheila.Reed@cot.tn.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason E. Mumpower", with a long horizontal line extending to the right.

Jason E. Mumpower
Tennessee Comptroller of the Treasury

cc: Ms. Sherila Jones-Tuggle, CPA

Attachment: Exhibit 1 - Agreed Upon Monthly Procedures

TERRY CLAYTON & ASSOCIATES, P.C.
ATTORNEYS AT LAW
1402 FIFTH AVENUE NORTH
NASHVILLE, TENNESSEE 37208
TELEPHONE (615) 726-2424
FACSIMILE (615) 242-6358
email: claytonbankruptcy@comcast.net

April 11, 2023

Mr. James P. Urban
Deputy Attorney General
Office of the Attorney General
P. O. Box 20207
Nashville, TN 37202

Re: Mayor and The Board of Aldermen, of the Town of Mason, et al.
Jason E. Mumpower, et al.
Chancery Court Davidson County, Docket No.: 22-04780-II

Dear General Urban:

I'm writing this letter on behalf of my client the Town of Mason in the above referenced case. The party's entered into a agreed order which amended a corrective action plan that the Comptroller had proposed which precipitated the lawsuit that we filed against the Comptroller. Your office and the attorneys for the town of Mason entered into an Agreement which amended the corrective action plan that the Comptroller had proposed.

The corrective action plan that we entered into was not intended to continue in perpetuity. The agreement provided that no change, alteration or modification of the agreement would be effective unless it is in writing and agreed upon by all of the parties. The agreement further provided that the comptroller's office retained the right to make additional and immediate action if it determines that the town is no longer operated under a balanced budget, is operating outside its approved budget, Fails to meet its financial obligations or if the Comptroller determines the town's financial status has materially deteriorated. The agreement revised the payment plan which the town of Mason had to submit proof of payment to the comptroller's office until the debt was paid in full.

The town of Mason repaid the balance of the \$248,656 was paid in November 2022, well ahead of the 48 months from May 20th 2022 that the parties had agreed upon. The town was required to submit reoccurring items every month until the town had completed all of its audits and approve its 2023 budget. The agreement explicitly states, "...once these milestones are accomplished, the town will no longer be subject to

Mr. Urban
April 11, 2023
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heightened financial supervision pursuant to TCA §9-21-403(c).” The town of Mason has repaid all of the funds that it owed to the water and sewer fund, it is no longer under an obligation to make a \$5,180 payment monthly to the water and sewer fund and it has not borrowed any money from the water sewer phone in more than six months.

On April 6, 2023, the Comptroller wrote the Mayor of Mason instructing him to continue to comply with the heightened financial supervision requirement of paragraph 5.a of the Amended Corrective Action. Please advise the Comptroller that the Town of Mason is no longer subject to the Amended Correction Plan. If you have a different interpretation of the Agreement, please advise me.

Very truly yours,

/s/Terry R. Clayton
Terry R. Clayton

TRC/mbp

cc: Van D. Turner v.turner@bruceturner.law
Timothy.Simonds@ag.tn.gov

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

190 Mann Drive
Collierville TN 38017

Quote Nbr: 339711 000
Quote Date: 1/10/2023

Page 1

0035 - SHANNON BROWN
Phone: 901-850-3200
Fax: 901-850-3201
Toll Free: 800-467-8912

Job: NEPTUNE AMR METERS

032781 - MASON CITY OF
12157 MAIN STREET
MASON TN 38049

Good Until: 1/10/2023
To: RUDOLPH
Email: SHANNON.BROWN@CPSPIPE.COM

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	1001.0	265423	5/8X3/4 NEPTUNE T10 GAL PRO CODER PM BTM R900I 7.5	222.00 EA	222,222.00
2	1.0	238914	NEPTUNE SYSTEM MRX920 (READING EQUIPMENT)	9,300.00 EA	9,300.00
3	1.0		CPS IMPLEMENTATION FEE (ONE TIME FEE)	1,500.00 EA	1,500.00
4	1.0	262353	NEPTUNE 360 SOFTWARE SET UP FEE (ONE TIME FEE)	2,000.00 EA	2,000.00
5	1001.0	269581	NEPTUNE 360 AMR PER METER ESS ANNUAL SUBSCRIPTION	2.74 EA	2,742.74
6	1.0	266154	1 NEPTUNE T10 GAL PROCODER R900I CI BTM	377.00 EA	377.00
7	1.0	724888	2 NEPTUNE MACH 10 R900I GAL EU2E2G1 17	1,040.00 EA	1,040.00

Total:

239,181.74

MAPPING IS INCLUDED IN THE ANNUAL SUBSCRIPTION, HOWEVER YOU WILL NEED GPS LOCATION FOR EACH METER TO SHOW EXACT LOCATION. YOU WILL NEED AN IPAD WITH DATA, I RECOMEND AT LEAST AN 8" SCREEN.

YOUR BILLING SOFTWARE COMPANY WILL CHARGE YOU A TRANSFER FILE FEE, I DO NOT KNOW HOW MUCH THAT WILL BE EVERY COMPANY IS DIFFERENT. I'VE SEE ANYWHERE FROM \$1000-\$4000.

AS OF TODAY WITH CURRENT SUPPLY CHAIN ISSUES, DELIVERY WILL BE SOMETIME LATER THIS SUMMER. I MAY BE ABLE TO SEND YOU A LIMITED SUPPLY OF METERS OUT OF MY STOCK FOR YOU TO GET STARTED INSTALLING. ONCE AT LEAST 20 METERS ARE INSTALLED, WE

C O N S O L I D A T E D P I P E A N D S U P P L Y C O . , I N C .

C U S T O M E R Q U O T E

Quote Nbr: 339711 000

Quote Date: 1/10/2023

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Line	Qty	Item	Size/Wall/Description	Price	Extended Price
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CAN START RUNNING TEST WITH YOUR BILLING COMPANY TO GET YOU ON
LINE. THAT PROCESS USUALY TAKES AROUND SIX WEEKS.
CALL OR EMAIL WITH ANY QUESTIONS YOU MAY HAVE.
THANKS FOR THE OPPORTUNITY

SHANNON BROWN
OUTSIDE UTILITY SALES
901-268-1377
SHANNON.BROWN@CPSPIPE.COM

WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731)662-7193 or (800)238-3836

Order Number	
1933681	
Order Date	Page
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Bill To:

CITY OF MASON WATER DEPT.
12157 MAIN STREET
MASON, TN 38049

Ship To:

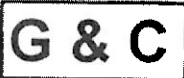
CITY OF MASON WATER DEPT.
6391 FINDE NAIFEH DRIVE
MASON, TN 38049

901-294-2082

Customer ID: 1767

PO Number			Ship Route	Taker			
AMI METER SYSTEM ESTIMATE			UTLY	NBRYANT			
Quantities			Status Key	Item ID Item Description	Unit Size	Unit Price	Extended Price
Ordered	Remaining	Status of Balance	B = Backorder D = Direct C = Canceled				
1,000	1,000			PMN02US-EPPB-E60 5/8X3/4 ZENNER MULTI-JET METER USG WITH	EA	96.5000	96,500.00
1,000	1,000			ST2BW-9C08 STEATH MIU END POINTS PHY FRAM 9C089C08	EA	123.0000	123,000.00
2	2			TC-57 ANDROID ZEBRA HANDHELD KIT FOR AMR/AMI WITH CHARGING CABLE, DATA CABLE, AND CASE	EA	4,950.0000	9,900.00
5	5			ZS-COLLECTOR-CEL STEALTH COLLECTOR CELLULAR READY	EA	4,069.0000	20,345.00
6	6			ZSER-AC STEATH ENHANCED REPEATER-A/C POWERED	EA	1,429.0000	8,574.00
3	3			ZSER-BP STEALTH ENHANCED REPEATER - BATTERY POWE	EA	1,079.0000	3,237.00
80	80			MIUR ZENNER STEALTH MIU REPEATER	EA	166.5000	13,320.00
1	1			STEALTH COMMAND CLOUD HOST BASE FEE	EA	1,500.0000	1,500.00
1,000	1,000			STEALTH COMMAND PER METER HOSTED PER METER	EA	1.1000	1,100.00
1	1			BILLING INTERFACE	EA	5,000.0000	5,000.00

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.



SUPPLY CO., Inc.

QUOTATION

WATER, SEWER & GAS SUPPLIES
SIGN & SAFETY SUPPLIES

P.O. Drawer 459 - 1105 State Route 77
Atwood, TN 38220
(731)662-7193 or (800)238-3836

Order Number	
1933681	
Order Date	Page
01/20/2023 09:29:59	2 of 2

Quantities			Status Key B = Backorder D = Direct C = Canceled	Item ID Item Description	Unit Size	Unit Price	Extended Price
Ordered	Remaining	Status of Balance					
BILLING INTERFACE							
49	49			PROJECT MANAGEMENT	EA	1,400.0000	68,600.00
PROJECT MANAGEMENT OPTIONAL IF PROJECT IS TURNKEY - SPECIFIC AMOUNT DEPENDENT ON PROJECT SCOPE OF WORK							
1,000	1,000			S-PIT-INSTALLKIT	EA	3.5000	3,500.00
STEALTH PIT INSTALL KIT							
1,000	1,000			S-LID/LOCK-LONG	EA	6.0000	6,000.00
STEALTH LID & LOCK LONG STYLE WITH RISER PLATE AND LOCK NUT							
1	1			ETR-PRGMR	EA	419.0000	419.00
ZENNER ETR PROGRAMMER							
1	1			ETR-PRGMR-CBLAC	EA	49.9500	49.95
ZENNER PROGRAM CABLE W/ ALLIGATOR CLIP							

Total Lines: 15

SUB-TOTAL: 361,044.95

TAX: 0.00

AMOUNT DUE: 361,044.95

U.S. Dollars

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.

Melinda Grinder

From: Todd Griesbeck
Sent: Wednesday, March 29, 2023 10:19 AM
To: Melinda Grinder
Subject: RE: Town of Mason

I'd say 4.5% for 12 mths

From: Melinda Grinder <mgrinder@bankoffayettecounty.com>
Sent: Wednesday, March 29, 2023 9:47 AM
To: Todd Griesbeck <TGriesbeck@bankoffayettecounty.com>
Subject: Town of Mason

Good morning!

I have the mayor for the town of Mason asking what kind of rate they might could get if they opened a CD of \$500,000.00 to \$600,000.00. The CD's they currently have with us are all 12 month CDs.

Thank you!

Melinda Grinder
Branch Supervisor
The Bank of Mason
"A Branch of The Bank of Fayette County"
327 Highway 70, Mason, TN 38049
Telephone: 901- 622-2110 Direct: 901-424-6033
mgrinder@thebank1905.com