



CITY COUNCIL

AGENDA

Tuesday, January 18, 2022, 6:00 P.M.

I. CALL TO ORDER

II. INVOCATION. COUNCIL MEMBER WITT-MCMAHAN

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

- (1-6) a.) December 21, 2021 – City Council Regular Meeting

VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS

- (7) a.) Employee of the Quarter
b.) City Park Elementary School Update. **KRISTEN WALDEN**
c.) Presentation of Proclamation – Recognize the week of January 23-29, 2022 as “School Board Appreciation Week”
d.) Miscellaneous Correspondence
i. None

VII. CONSENT AGENDA

- (8) a.) Reappoint Joe Allen to the Athens Housing Authority, term expires March 6, 2027.
(9-20) b.) Approve recommendation to award bid for Public Works Building Renovation Project to Integrated Properties, LLC. **BEN BURCHFIELD**
(21-51) c.) Approve draft proposal by Stantec to provide professional services for identified transportation projects and resume continuation of design services. **BEN BURCHFIELD**
(52) d.) Approve recommendation to proceed with the consultant selection process, as outlined by TDOT Local Program guidelines, for engineering services for STBG Project. **BEN BURCHFIELD**
(53) e.) Approve Resolution No. 2022-01 declaring week of January 23-29, 2022 as Flood Awareness Week. **ANTHONY CASTEEL**
(54) f.) Approve recommendation to declare surplus three (3) vehicles (Assets # 3694, 3278, 4020) and a slope mower with attachments (Asset # 4047). **MIKE KEITH**

VIII. ORDINANCES

- (55-59) a.) Ordinance No. 1106 – Second Reading/Public Hearing - Ordinance amending Zoning Ordinance to rezone the properties located on Ingleside Avenue from B-1 (Local Business District) to R-2 (Medium Density Residential District) – Request of George Hester. **ANTHONY CASTEEL**
- (60-63) b.) Ordinance No. 1107 – Second Reading/Public Hearing - Ordinance amending Zoning Ordinance to rezone the property located on East Avenue from I-2 (Heavy Industrial District) to B-3 (Intensive Business District) – Request of Buddie Beavers. **ANTHONY CASTEEL**

IX. OLD BUSINESS

- (64) a.) Resolution to approve negotiation and purchase of property for a right-of-way connection to Jamison Road. **MAYOR PERKINSON/MIKE KEITH**

X. NEW BUSINESS

- (65-69) a.) Recommendations from Planning Commission
- i. Approve rezoning request by Andreas D Montgomery on behalf of Johnathon and Eliza Mirabile to change parcel located on West Madison Avenue from R-3 (High Density Residential) to I-1 (Light Industrial District). **ANTHONY CASTEEL**
- (70-75) ii. Accept Dupitt Circle into the City of Athens Street System. **ANTHONY CASTEEL**

XI. REPORTS

- (76-84) a.) Community Development Quarterly/Annual Reports. **ANTHONY CASTEEL**
- b.) Finance Department Report. **MIKE KEITH**
- (85-98) c.) Fire Department Report. **BRANDON AINSWORTH**
- (99-102) d.) Police Department Report. **FRED SCHULTZ**

XII. REQUESTS FROM CITIZENS

XIII. REPORT FROM THE CITY MANAGER

XIV. ADJOURNMENT

ATHENS CITY COUNCIL MINUTES OF MEETING

December 21, 2021

The Athens City Council met in regular session on Tuesday, December 21, 2021, at 6:00 p.m. with Mayor Perkinson presiding. The invocation was given by Vice Mayor Lockmiller; and upon roll call, the following members were present:

Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson

The following decisions were made and ordered made a part of the records of the Athens City Council.

- 1 -

APPROVAL OF MINUTES

The Minutes of the November 16, 2021 regularly scheduled meeting were submitted and approved by unanimous consent.

- 2 -

COMMUNICATIONS AND SPECIAL PRESENTATIONS

PRESENTATION OF PROCLAMATION – NEYLAND PICKEL

Council Member Curtis presented Neyland Pickel with a proclamation declaring December 16, 2021 as Neyland Pickel Day in celebration of his positive outlook throughout his battle with cancer. Neyland has been an inspiration to many across Athens and McMinn County. Neyland, along with his family and Coach Berry, were present for the presentation.

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NORTH CITY ELEMENTARY SCHOOL UPDATE

Angel Hardaway, Principal at North City Elementary School, thanked the Council for Officer Hensley's presence in their schools. She has been doing a wonderful job bonding with the students. Ms. Hardaway expressed her appreciation for the Athens firefighters who came to do the Fire Prevention program with students and for the City of Athens, who is their Adopt-A-School partner, for all they do for them. North City has started NCTV, their very own weekly news this year. A group of approximately 20 students ranging from 3rd to 5th grades, write their own news stories and share them weekly.

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MISCELLANEOUS CORRESPONDENCE

None

- 5 -

CONSENT AGENDA

Mayor Perkinson advised that the following items were discussed during the recent study session and are presented as part of the Consent Agenda. The recording clerk read the following items into the record:

- a.) Approve City of Athens Debt Management Policy, annual review by the Athens City Council.
- b.) Approve Resolution 2021-41 to authorize submission of an application to the Department of Homeland Security for Fiscal Year 2021 Assistance to Firefighters Grant.
- c.) Approve Resolution No. 2021-42 authorizing the distribution of Athens Utilities Board's electrical in lieu of tax payments for fiscal year 2021/2022.
- d.) Approve Resolution No. 2021-43 authorizing the distribution of Athens Utilities Board's gas in lieu of tax payments for fiscal year 2021/2022.
- e.) Approve purchase of 2021 International HV607 4x2 Chassis to replace existing Knuckleboom truck (Asset #3077) as part of TDEC VW Medium & Large Truck Grant and to declare existing vehicle as surplus, to be destroyed per grant requirement upon receipt of new City vehicle, subject to TDEC approval.

Mayor Perkinson asked for a motion. **Council Member Pelley moved, Vice Mayor Lockmiller seconded, that the Consent Agenda as stated above be approved.** Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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ORDINANCES

BUILDING AND FIRE CODES UPDATE

ORDINANCE NO. 1105 – SECOND READING

AN ORDINANCE TO AMEND THE ATHENS MUNICIPAL CODE, TITLE 7 ENTITLED "FIRE PROTECTION AND FIREWORKS" AND TITLE 12 ENTITLED "BUILDING, UTILITY, ETC. CODE" TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL, BUILDING, PLUMBING, MECHANICAL, FUEL GAS, FIRE, AND ENERGY CONSERVATION CODES; AND THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.

The caption of the above-described Ordinance was read by the recording clerk. Mayor Perkinson asked for a motion. **Council Member Curtis moved, Council Member Pelley seconded, to approve Ordinance No. 1105 on Second and Final Reading.** Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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OLD BUSINESS

ANIMAL SHELTER RENOVATION CONCEPT AND MRHS MOU

RESOLUTION NO. 2021-44

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH MCMINN REGIONAL HUMANE SOCIETY (MRHS) FOR RELOCATION OF COUNTY ANIMAL SHELTER.

The caption of Resolution No. 2021-44 was read by the recording clerk. **Council Member Pelley moved, Vice Mayor Lockmiller seconded, to approve Resolution No. 2021-44.** The motion was approved by the following roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson

NAYS: None

Council Member Pelley asked for a point of personal privilege regarding a member's behavior. He asked the Council to consider if the current path was showing any signs of getting better. If not, then it is time to make a change. He laid out his grounds for new leadership. Council Member Pelley stated he hoped that Mayor Perkinson would step down as Mayor and, if not, that he be removed as Mayor. Council Member Pelley moved to suspend the rules to make a motion. The motion died for lack of a second.

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NEW BUSINESS

ORDINANCE TO REZONE PARCELS LOCATED ON INGLESIDE AVENUE – REQUEST BY GEORGE HESTER

ORDINANCE NO. 1106

AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,' SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTIES LOCATED ON INGLESIDE AVENUE FROM B-1 (LOCAL BUSINESS DISTRICT) TO R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

The caption of the above-described Ordinance was read by the recording clerk. **Vice Mayor Lockmiller moved, Council Member Curtis seconded, to approve Ordinance No. 1106 on first reading.** Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson

NAYS: None

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ORDINANCE TO REZONE PARCEL LOCATED ON EAST AVENUE – REQUEST BY BUDDIE BEAVERS

ORDINANCE NO. 1107

AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,' SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON EAST AVENUE FROM I-2 (HEAVY INDUSTRIAL DISTRICT) TO B-3 (INTENSIVE BUSINESS DISTRICT) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

The caption of the above-described Ordinance was read by the recording clerk. **Council Member Curtis moved, Vice Mayor Lockmiller seconded, to approve Ordinance No. 1107 on first reading.** Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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ONE-TIME BONUS FOR NON-PERMANENT EMPLOYEES

City Manager Sumner stated that Council Member Witt-McMahan brought forth a recommendation to give non-permanent employees a \$150 one-time bonus. There are approximately 20 employees that have worked at least one shift in the current fiscal year who would qualify to receive the bonus. In Study Session, a recommendation was made to increase that bonus to \$175. **Council Member Witt-McMahan moved, Vice Mayor Lockmiller seconded, to approve a \$250 one-time bonus to non-permanent employees who have worked during the current fiscal year.** Council Member Witt-McMahan stated that she had been contacted by staff who were concerned that some people did not receive a bonus. In fairness to those non-permanent employees that had worked and are still in the service of the City, she felt a bonus would be appropriate. Upon conclusion of the discussion, the motion was approved by the following roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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SUBSCRIPTION WITH POLCO FOR A CITIZEN FEEDBACK SURVEY

Council Member Curtis moved, Council Member Witt-McMahan seconded, to approve a one-year subscription with Polco for a citizen feedback survey. City Manager Sumner stated that going back a couple of years, they looked into doing a citizen survey to get good feedback on the services the City is providing to its citizens. At that time, he asked the Council Advisory Committee to look over a community survey. It was a very popular discussion, and the Committee recommended the Council move forward with the survey and gave some ways to do it such as mailers to make sure it was reaching the houses and making sure it was handled in the appropriate manner to capture the widest swath of citizen feedback. An enhanced version of the survey they reviewed in 2019 is now available and the cost is \$20,900. Funds are available in this year's budget for the survey. City Manager Sumner felt this would be an important dataset for the City and help with the Strategic Plan. Council Member Pelley commented that the City has an institute of higher learning that he felt could perform this survey for less money and would probably be more effective. He stated he would be interested in voting down this motion in favor of working with and supporting the institutes of higher learning. Council Member Witt-McMahan also expressed concern about the cost to perform the survey. Council Member Curtis withdrew this motion. **Council Member Witt-McMahan moved, Vice Mayor Lockmiller seconded, to postpone this item until the January Study Session.** Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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SURPLUS OF TWO (2) POLICE CARS AND DONATION TO CITY OF DRESDEN, TENNESSEE

Mayor Perkinson stated this item was to approve the surplus of two police cars and authorize donating them to the City of Dresden, Tennessee as the result of them losing four police cars during the recent tornadoes. City Manager Sumner noted that this was an EF3 tornado that took out City Hall. There was massive damage to this community. This was an idea that Deputy Chief Jason Garren brought to him. The City was going to surplus these working but inactive vehicles next month but wanted to see if the Council wanted to reach out to our neighbors in need. The City has been trying to reach out to the City of Dresden but has been having difficulty contacting them with telephone lines in the area down. If the City of Dresden has already had their need fulfilled before we can get the cars to them, then the vehicles would be put on GovDeals if they are not going to be of use to Dresden. **Council Member Curtis moved, Council Member Witt-McMahan seconded, to declare the two vehicles surplus and donate them to the City of Dresden, Tennessee.**

AYES: Curtis, Pelley, Witt-McMahan, Lockmiller, Perkinson
NAYS: None

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REPORTS

ATHENS CITY SCHOOLS QUARTERLY REPORT

Mr. Robert Greene, Superintendent of the Athens City Schools, was not able to join the meeting and give his report. His report will be rescheduled for next month.

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FINANCE DEPARTMENT REPORT

Mr. Mike Keith, Finance Director, presented the Finance Department Report for the month of November 2021. The report was accepted as presented.

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FIRE DEPARTMENT REPORT

Deputy Fire Chief Tim Schultz presented the Fire Department Report for the month of November 2021. The report was accepted as presented.

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POLICE DEPARTMENT REPORT

Interim Police Chief Fred Schultz presented the Police Department Report for the month of November 2021. The report was accepted as presented.

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REQUESTS FROM CITIZENS

Andrew McCay, 2236 Breckenridge Street, requested the City Council seek out an outside investigator to investigate the former Police Chief's claims of retaliation as well as address claims made by several private citizens in the community. Lisa Blos-Johnson, 1112 Springfield Drive, requested an answer to why Athens did not have a tornado warning system. Her second request was to Mayor Perkinson and his wife, Lynn, to ask why they felt it was appropriate to contact a charitable organization that her husband had just joined to ask them to have him removed. She believed this was done because of comments he had made on Facebook. Dan Anderson, 2307 County Road 700, stated he had met with Mr. Sumner and the Fire Chief regarding accusation about leaving a lady stranded. It was agreed that this was a misunderstanding. Mr. Anderson asked City Manager Sumner to apologize to Council Member Pelley and himself to clear their names. Glenn Whiting, 237 County Road 655, expressed his opinions but did not make any requests. Stephen Dick, 610 Greenwood Drive, spoke in support of the City Manager, City Attorney, and most of the City Council. Mr. Dick requested citizens come to the Council meetings to protest the bullying. He requested the Council address the citizens of the community. Larry Eaton, 279 Sweetfield Valley Road, requested an investigation by an organization, not by the City Attorney and City Manager, on the tactics by the City Manager on him individually, on personnel, and on businesses.

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REPORT FROM THE CITY MANAGER

City Manager Sumner reviewed the monthly report including the various Parks and Recreation and Public Works projects and activities going on throughout the city.

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ADJOURNMENT

There being no further business to come before the meeting and upon motion duly made and seconded, the meeting adjourned at 7:50 p.m.

WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager



PROCLAMATION

WHEREAS, an excellent public education system is vital to the quality of life of Tennessee's communities and to the economic development of our State; and,

WHEREAS, school board members represent a tremendous resource as local decision makers and diligently work to overcome the challenges of a changing world while providing students with the services and opportunities needed for a quality education; and,

WHEREAS, school board members strive to ensure that every student graduates high school prepared for a career and/or college; and,

WHEREAS, the men and women of our local school boards are elected by the people to make decisions most appropriate for their communities and deserve recognition and thanks for their countless hours of service to public education in Tennessee.

NOW, THEREFORE, I, WILLIAM BO PERKINSON, Mayor of City of Athens, Tennessee, on behalf of the Athens City Council, do hereby proclaim the week of January 23-29, 2022 as

SCHOOL BOARD APPRECIATION WEEK

in Athens, Tennessee, and do further encourage all citizens to join us in recognition and thanks to the members of the Athens City Board of Education.

ADOPTED: January 18, 2022

MAYOR



OFFICE OF THE CITY MANAGER

December 13, 2021

Mr. Joe Allen
1714 Viking Road
Athens, TN 37303

Dear Mr. Allen:

Your current term on the Athens Housing Authority will expire on March 6, 2022. Our records indicate that you are currently serving in your first term and are eligible for reappointment.

Please indicate your desire for possible reappointment for another five (5) year term on the Athens Housing Authority by filling in the box below and returning this letter to my office in the enclosed, self-addressed envelope by **January 3, 2022**. The final decision for reappointment is expected to be made by the City Council prior to the expiration of your term.

Thank you for your continued support of the City of Athens, and I look forward to hearing from you.

Sincerely,

Leslie McKee
Executive Assistant/City Clerk

Copy: Ross Dotson, Athens Housing Authority

- ☒ **Yes, I am willing to serve another term.**

☐ **No, I do not wish to serve another term.**

C. SETH SUMNER
CITY MANAGER

815 NORTH JACKSON STREET
ATHENS, TENNESSEE 37303



PUBLIC WORKS

MEMORANDUM

TO: C. Seth Sumner, City Manager
Mike Keith, Finance Director

FROM: Ben Burchfield, Public Works Director

DATE: January 5, 2022

SUBJECT: Recommendation to Award Bid for Public Works Building Renovation Project to Integrated Properties, LLC

Summary

The City received competitive bids for the scope of work outlined for the Public Works Facility Improvements. In total, three bids were received by local/regional contractors. All three bids met the minimum specifications and were evaluated to determine the best and lowest bid. The range between the lowest and highest bid was \$42,341 which is very competitive for a project of this size. Attached to this memo is a recommendation of award prepared by Michel Libel, the project architect with Allen Hoshall.

The project cost is higher than the initial ROM estimate of \$1,610,093.00 in the facility assessment, which was expected by staff. The 35% cost increase stems from the following factors:

1. Substantial industry-wide construction cost increases
2. Further design investigation identified additional necessary improvements to comply with current building codes. This is common when renovating an older structure
3. Additional temporary structural costs necessary to maintain shop operations during construction
4. Expansion of project scope to include the maintenance shop to address identified deficiencies and layout/reconfiguration changes that need to be completed now to take advantage of cost savings and improve shop safety and efficiency and be OSHA compliant

Scope of Work

The Public Works Building Renovation scope of work includes temporary exterior walls and weatherproofing and utilities, complete demolition of the existing administrative building, construction of a replacement administrative building with ADA accessibility enhancements, various reconfigurations of the fleet maintenance shop, utility repairs/updates, permitting & utility fees, and all associated remedial repairs for impacted areas of the site. The contractor has 420 days to complete the project from commencement of work with \$500/day liquidated damages being assessed for timeline overruns. This is longer than initially anticipated due to certain materials having a substantial lead time and other delays typical within the construction industry that are being experienced nationwide.

The updated building, when complete, will provide the following for staff:

1. Additional office space for future growth
2. Improved building security & safety
3. Expanded and optimized common areas for training and other uses
4. Dedicated conference area for Public Works operations
5. ADA compliant fixtures and interior/exterior areas
6. More efficient utilities and improved air quality
7. Backup power generation for continued operations during emergency outages/events
8. Shop safety enhancements that include recirculation systems for indoor exhaust containment and welding operations, and removal and relocation of overhead fixtures

It should be noted that there are other items that need to be completed that are not included in the bid amount. These include communication rewiring for internet connectivity as well as security installations that is to be completed by a qualified contractor. The scope of project is to install conduit, trays/runners, and associated receptacles in place only. Public Works will coordinate with the Technology Dept to design and solicit bids for final install of these services as the course of construction commences. Additionally, the Department will arrange to procure furnishings, equipment, and all non-millwork fixtures independently (FF&E). In the feasibility assessment, this had a projected figure of approximately \$40,000. There is an owner's contingency in the project amount of \$75,000 that may be utilized for these items if they are not used for construction overruns.

The Department has also opted to procure a temporary construction trailer to keep on site for use by staff as an auxiliary office space and restroom in addition to use of the DPA building for relocation of administrative operations. Quotes have been procured and there is an expected cost of \$12,000 for rental the trailer for the full duration of construction.

Action Item

The Public Works Department is recommending the City Council accept the architect's recommendation to approve execution of contract with the low bidder, Integrated Properties, LLC. The base bid is \$2,465,000 with additional unit prices for undercutting and/or asphalt repair should those two items be necessary, which are outside the scope of work. A copy of the agreements to be executed have been sent to the City Attorney for review. The agreements are standard industry Owner/Contractor stipulated sum forms with information included in all applicable areas for the project scope and costs.



December 20th 2021

Ben Burchfield
Public Works Director
City of Athens
219 Alford St.
Athens, TN 37303

RE: City of Athens Public Works Renovation and Addition Project.

Dear Mr. Burchfield:

Bids were received for the Public Works Renovation and Addition project on December 16th, 2021. Three bids were received. The apparent low bidder was Integrated Properties, LLC from Chattanooga, TN. The amount of the low base bid was \$2,465,000. The unit price allowances listed for undercut were \$27 per cubic yard for a total of \$2,700 and the unit price for asphalt repair was listed at \$12.50 per SF for a total of \$3,750.

Allen & Hoshall, PLLC has reviewed the bid submitted by Integrated Properties, LLC, along with the other bids received. Attached you will find a Bid Tabulation listing the bidders and their respective bid amounts. Allen & Hoshall, PLLC finds the bid submitted by to be responsive to the project requirements established by the contract documents. Integrated Properties, LLC is properly licensed to bid and perform the work.

Based upon their submittal of the low bid and their positive reputation and qualifications, Allen & Hoshall, PLLC recommends award of the project to the low bidder, Integrated Properties, LLC. This recommendation is made contingent upon provision of the required bonds and insurance per the contract documents.

Please contact me should you have questions or require additional information.

Sincerely,

Michel Lebel

Allen & Hoshall, PLLC

B I D T A B		Page 1 Of 2		Pursuant to the Invitations to Bid extended for		E = Sealed envelope with completed bid envelope form	
		Addenda Issued 3		Athens Public Works Renovation and Addition		A = Addenda acknowledged	
		Contract Time 420		Bids and bid Modifications must have been received here by...		B = 5% Bid Bond Included	
				I, thus declare the bidding closed and will now proceed to open and read bids and modifications which have been received.			
Bidders of Record name, city, and license number		E	A	B			Subcontractors
Integrated Properties, LLC 1310 East End Ave Chattanooga, TN 60948		X	X	X	BASE BID: \$ 2,410,200.00 = \$ 2,465,000 + Add \$54,800.00 UNDERCUT EXCAVATION (CY): \$27.00 / \$ 2,700 ASPHALT REPAIR (SF): \$12.50 / \$ 3,750		Plmb Webb PHE HVAC Webb PHE Elec Webb PHE Masonry G & P Masonry
Wilson Construction Group PO Box 785 Athens, TN 53598					BASE BID: \$ 2,507,341.00 UNDERCUT EXCAVATION (CY): \$35 / \$3,500 ASPHALT REPAIR (SF): \$16 / \$ 4800		Plmb Webb PHE HVAC Webb PHE Elec Webb PHE Masonry Josh Tolleff
Robert Roberts, LLC 2901 E 48th St Chattanooga 24494 47614					BASE BID: \$ 2,480,000 UNDERCUT EXCAVATION (CY): \$ 28 / \$2800 ASPHALT REPAIR (SF): \$3.75 / \$ 1125		Plmb Damron HVAC Davis Sheet Metal Elec Tri-State Masonry G & P Masonry
					BASE BID: UNDERCUT EXCAVATION (CY): ASPHALT REPAIR (SF):		Plmb HVAC Elec Masonry
					BASE BID: UNDERCUT EXCAVATION (CY): ASPHALT REPAIR (SF):		Plmb HVAC Elec Masonry
					BASE BID: UNDERCUT EXCAVATION (CY): ASPHALT REPAIR (SF):		Plmb HVAC Elec Masonry

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year

(Paragraph deleted)

BETWEEN the Owner:

CITY OF ATHENS, TENNESSEE
815 N. JACKSON STREET
ATHENS, TENNESSEE

and the Contractor:

INTEGRATED PROPERTIES LLC
1310 EAST END AVENUE
CHATTANOOGA, TN 37412

for the following Project:

ATHENS PUBLIC WORKS RENOVATION AND ADDITION
The Architect:

ALLEN & HOSHALL
5811 LEE HWY SUITE 401
CHATTANOOGA, TN 37421

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

☒ Not later than Four hundred twenty (420) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two million four hundred sixty-five thousand dollars (\$ 2,465,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	NA

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Door Hardware	\$32,000
Utility Tap Fees	\$25,000
Owners Contingency Allowance	\$75,000
Circular City of Athens Sign	\$5,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Undercut Excavation	CY	\$27 per CY at 100 CY = \$2,700
Asphalt Trench Repair	SF	\$12.50 per SF at 300 SF = \$3,750

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$500 per calendar day past substantial completion and final completion

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (thirty) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

| %5

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

| NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

| per state law

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

NA

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

KEVIN HELMS
PROJECT MANAGER
CITY OF ATHENS
815 N. JACKSON STREET

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

JON CLINARD
INTEGRATED PROPERTIES, LLS
1310 EAST END AVENUE
CHATTANOOGA, TN 37412

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
EXHIBIT "A"	LIST OF DRAWINGS	12.10.21

- .6 Specifications

Section	Title	Date	Pages
EXHIBIT "B"	TABLE OF CONTENTS	11.09.21	5

- .7 Addenda, if any:

Number	Date	Pages
ADDENDUM NO 1.	11.22.2021	2 PAGES AND 13

Init.

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User Notes:

(1916168258)

ADDENDUM NO 2.	12.2.2021	ATTACHMENTS 4 PAGES AND 136 ATTACHMENTS
ADDENDUM NO 3.	12.10.2021	1 PAGE AND 8 ATTACHMENTS

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8** Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
(Row deleted)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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- .9** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/



PUBLIC WORKS

MEMORANDUM

TO: C. Seth Sumner, City Manager
Mike Keith, Finance Director

FROM: Ben Burchfield, Public Works Director

DATE: January 5, 2022

SUBJECT: Stantec Proposal Acceptance for Transportation Improvements & Contract Approval

Summary

The City has received an amended draft proposal from Stantec for professional design services for transportation improvement projects that have been discussed previously with Council. The proposal is split into two projects/tasks. Task one includes all remaining design phases needed to complete the necessary transportation improvements/enhancements to accommodate the Athens City Schools campus consolidation. Task 2 includes all remaining phases of multi-modal improvements/enhancements for Historic Downtown that will further expand upon recommendations made in the Historic Downtown Master Plan that was steered by Main Street Athens as well as the Stantec Community Mobility Plan. These two tasks have expected fees of \$360,000.00 for school improvements, and \$187,500 for Historic Downtown, respectively. Combined engineering fees for both projects are projected to be \$547,500. A copy of the proposal has been included with this memo.

Scope of Work

Stantec's proposal has been broken down into two tasks. The initial submittal the Department received missed the mark for the expected scope of services, and a substantial number of items were noted that required removal revisions, or addition to the proposal. Items that were missing initially included estimated fees for final plans, construction documents and construction phase administrative services.

The Department received an amended draft proposal for review and has developed the following conclusions for consideration by Council as to its approval:

1. Kevin Helms ran the school transportation improvements project through the TDOT consultant fee estimator and came up with the appropriate fee being 9.1%. However, the fee was still high at 12%. They are projecting \$360,000 in fees for a \$3,000,000 project.
2. The breakdown still has \$50,000 for Concept Scoping for Design. This could be part of the preliminary engineering with up to two submittals as part of that phase for us to approve before they complete final design. If this line item was removed from their budget, it would bring their proposed fee down to 10.3%.
3. Kevin Helms ran the Historic Downtown improvements project through the TDOT fee estimator and came up with a fee of 10%. However, their fee is 12.5% for this project based on a \$1,500,000 project (I used this budget as part of the TDOT estimator)
4. There is terminology that states if the budget and scope end up being significantly different than what is in this proposal, then the later stages may require renegotiating a higher fee. If this is based on the same percentage basis for a higher budget, then I could see that as being a fair compromise if a starting point is also correct
5. This project also has \$19,000 in Concept Scoping for Design. If you remove that from the budget, then the percentage drops to 11.2%.
6. There are several contingencies noted in the proposal which could cause the cost to increase if certain conditions are encountered.
7. Lastly, NEPA is only included as part of the Downtown project. The Department has made the decision to forego any potential supplemental state or federal funding for the school transportation project due to the time sensitive nature of the improvements and the significant delays grant funding requirements would have on the project timeline

The proposal as submitted, will cover all necessary phases of design in order to proceed to construction. They include all remaining conceptual design, public engagement, preliminary and final design, construction documents, estimation, bidding, and construction inspections/administration (CEI) services during construction.

By procurement guidelines, the City should be assessing acceptance of the proposal on a qualifications basis and based on the firm's ability to complete the work in a satisfactory and timely manner as opposed to negotiating purely based on fees. There is a certain element of uncertainty as to what may be encountered with both projects despite an already overwhelming amount of work being performed to assess any roadblocks, alternatives, and concepts. Because of this, a more conservative stipulated sum fee to ensure they are adequately covered in the event unforeseen circumstances arise is fair and justified.

With that in mind, the Department would state that despite the slighter higher than standard fee percentages, approval of the proposal is recommended contingent upon establishing clear and concise language and expectations on completion deadlines for all phases identified within the proposal & contract so as to keep projects on schedule as has been identified.

Action Item

The department is requesting Council review and approval of the draft proposal submitted by Stantec to provide professional services for the identified transportation projects and authorize the City to enter into contract with Stantec to resume continuation of design services immediately. A copy of Stantec's standard contract has been provided to the City Attorney for review and approval as to form. Assuming there are no issues or that any alterations can be made, execution will be completed as soon as practicable.

This Agreement is made and entered into effective January 1, 2021 (the "Agreement Date") by and between:

"Client"

Name: City of Athens, Tennessee
Address: 815 North Jackson Street, Athens, TN 37303
Phone: 423-744-2779 extension here or delete
Representative: Kevin Helms Email: khelms@athenstn.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 1110 Market St., Ste 214A, Chattanooga, TN 27402
Phone: 423-800-5350 ext. 1450
Representative: Jan Pass Email: jan.pass@stantec.com

Project Name (the "Project"):

Athens Transportation Improvements and Transportation Alternatives Program

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Athens, Tennessee

Stantec Consulting Services Inc.

Name and Title of signor IF NOT KNOWN

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printing.

Print Name and Title

Jan C. Pass, PE, Senior Associate

Print Name and Title

Signature

Signature

Name and Title of signor IF NOT KNOWN

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Tim Hancock, AICP, Principal

Print Name and Title

Signature

Signature

Attached to and forming part of the Agreement BETWEEN:

City of Athens, Tennessee
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: January 1, 2012

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

[Click and enter in any format the details you wish to use to express Scope of Services]
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: [enter a date or statement of when the work will commence]
Estimated Completion Date: [enter a date or statement of estimated time of completion]

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

[Click and enter in any format fee and/or compensation details]

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is an FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



RATE TABLE

Effective January 1, 2022

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 99.00
Level 4	\$ 111.00
Level 5	\$ 120.00
Level 6	\$ 124.00
Level 7	\$ 132.00
Level 8	\$ 136.00
Level 9	\$ 147.00
Level 10	\$ 153.00
Level 11	\$ 166.00
Level 12	\$ 172.00
Level 13	\$ 181.00
Level 14	\$ 187.00
Level 15	\$ 207.00
Level 16	\$ 237.00
Level 17	\$ 248.00
Level 18	\$ 251.00
Level 19	\$ 259.00
Level 20	\$ 270.00
Level 21	\$ 281.00
1 Person Field Crew	\$ 100.00
2 Person Field Crew	\$ 145.00
3 Person Field Crew	\$ 165.00
4 Person Field Crew	\$ 185.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.



SCOPE OF SERVICES
CITY OF ATHENS
PUBLIC WORKS DEPARTMENT
RFQ 1716

FUNDING, ENVIRONMENTAL COMPLIANCE, AND ENGINEERING SERVICES
FOR TRANSPORTATION IMPROVEMENTS

December 23, 2021

OVERVIEW

Stantec (the Consultant) has been selected under RFQ 1716 to provide funding guidance, environmental compliance and engineering consulting services related to the implementation and construction of two projects. The projects are both referred to in this proposal and the resulting scope of work as **Project A (the City Park Athens City Schools Campus Transportation Improvements, or CTI)** and **Project B (the Historic Downtown Transportation Alternatives, or HDTA)**. This proposal defines a standard scope of work for each, following TDOT's Local Programs Guidelines and standard TDOT project development phases. TDOT's project Phases are:

- Preliminary Engineering-Environmental Only
- Preliminary Engineering for Final Design
- Right-of-Way (including final plans, bid documents, engineer's estimate, etc.)
- Construction

Due to specific factors of each of the two projects, not all the procedures within these Phases are applicable, and this scope of work indicates where a task component may have no work associated with it. *In each task, the Consultant has stated any assumptions we have used to determine this scope, recognizing that RFQ 1716 included potentially a wide range of projects.*

Even though these projects may not pursue State or Federal funding, we have structured our services in a manner consistent with how these would be administered with TDOT management guidance. It is Stantec's intent that all design activities will be performed in accordance with the following standards and criteria (at a minimum):

- TDOT Multi-Modal Design Guidelines
- TDOT Roadway Design Manual
- TDOT Standard Specifications for Road and Bridge Construction
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices

It is our understanding that for the first project (CTI), the Consultant will provide project management, concept scoping, preliminary design, surveying, right-of-way (if required), construction design, and the necessary permitting

services for the proposed transportation improvements. This project is a fast-paced project to have these transportation improvements in place for when the ACS school campus opens Fall 2023. Therefore, the City is prepared to fund the recommended transportation improvements, which would exclude the need for funding recommendations and environmental planning services (NEPA, etc.).

The second project (HDTA) will include funding recommendations, project management, concept scoping, preliminary design, surveying, ROW acquisition (if required), construction design, and environmental compliance services including both permitting and the appropriate National Environmental Policy Act (NEPA) documentation.

Overall Assumptions

Since both projects are currently broadly defined and have not identified specific transportation improvements, the Consultant has included a **concept scoping task** to allow the team to take the necessary steps to review existing conditions, consider design alternatives, and develop prioritization of improvements, preliminary cost estimates, and phasing / implementation plans to fit within the budget for the CTI project. The HDTA project will require similar services along with feasibility study and grant funding research and application services. Design-oriented services such as surveying will coincide with both projects.

PROJECT A: CITY PARK ATHENS CITY SCHOOLS (ACS) CAMPUS TRANSPORTATION IMPROVEMENTS (CTI)

A.1: Concept Scoping for Design

Assumptions: Consultant is building on work completed in a prior study, primarily the City of Athens Community Mobility Plan (July 2021) but clarifying the outcomes of this work and refining the project definition to move forward into design. The focus on this task is ground-truthing this past work for design and construction feasibility and establishing priorities for actual project delivery to match available funding.

The Client will provide previous plans and available data (i.e., GIS files, traffic data).

1.1. Review Existing Conditions and Plans

The Consultant will analyze the existing corridors, and review the existing guidelines, studies, and plans identified below. Investigate existing pedestrian infrastructure conditions within the project limits recommended by the Consultant and approved by the Public Works Department. The Consultant will provide the following sub-tasks and document as part of the existing conditions technical memorandum.

- Address discontinuity and/or inconsistencies in existing pedestrian and/or bicycle infrastructure
- Observe bicycle activity within the project limits and develop proposed improvements as necessary
- Coordinate with ACS to ensure design improvements are consistent with the School Traffic Management Plan
- Observe potential drainage issues at existing or planned pedestrian crossing and sidewalk locations and recommend improvements as necessary
- Identify and address general vehicle/pedestrian/bicycle conflict issues within the area, including ADA compliance issues
- Identify and address signage and wayfinding deficiencies
- Reference previously developed traffic impact studies for the school and address any new impacts from adjacent subdivision developments
- Evaluate traffic signal assets, timing, and coordination at the intersections of Madison Avenue and McMinn, Keith, and Cook and develop proposed improvements

1.2. Traffic Management Plan

The Consultant shall coordinate with ACS to develop a school approach traffic management plan that will be shared with parents and school staff to formalize best traffic routes and flow patterns in public rights-of-way. This will provide a clear understanding of expectations that enhance mobility and traffic safety adjacent to and on approaches/exits to and from the campus area. The plan will be presented as part of the existing conditions technical memorandum outlining policies and procedures for students, parents, and staff to manage traffic approaching/leaving the schools campus area. The plan will provide:

- Recommended routes to/from the campus area
- Annotated aerial imagery illustrating approach and exit routes to and from the school campus.

The plan will be created as early as possible to assist the Consultant in the development of prioritized proposed vehicular, pedestrian, and bicycle mobility improvements approaching and in the vicinity of the school campus.

1.3. Traffic Signal Warrant Study

A traffic signal warrant study is requested by the Public Works Department for the intersection of S. White Street at Elizabeth Street. A review of the applicable warrant criteria will be performed in accordance with the current version of the MUTCD.

This study will require that a twenty-four-hour turning movement count be collected. The Consultant will document this task into a brief existing conditions memorandum outlining their findings. If signalization of the intersection is warranted, the proposed improvement will be more fully evaluated in the next task.

1.4. Prioritize Transportation Improvements Projects

The Stantec team will work in partnership with City of Athens staff and closely with stakeholders to develop a prioritized implementation plan. This Phase will at minimum take the following factors and steps into account:

- Build off the plans, concepts and approaches already established in the Athens Community Mobility Plan
- Complete due diligence to understand design/construction implications and potential conflicts (utility, survey, etc.)
- Define projects individually and establish planning level construction costs and order of difficulty to implement
- Prepare a methodology to identify priority locations, including using the Goals established in the Mobility Plan as a guide
- Ensure that priority locations are integrated with other CTI plans such as new development proposals or other infrastructure improvements that are planned or underway
- Develop a phased implementation plan, including project timeframes, costs, expected funding sources and next steps
- Work with the City to obtain approval of the implementation plan
- Prepare detailed scopes for next steps, including design of identified improvements

All the tasks above will be documented as part of the existing conditions technical memorandum.

1.5. Funding Recommendations

Due to the nature and timing of the CTI project, identification of outside funding sources is not included in this scope of services.

Deliverables: Technical Memorandums for the above items.

A.2: Preliminary Engineering-Environmental Only

Assumptions: *This Phase involves the Environmental Compliance and the National Environmental Policy Act (NEPA). The NEPA process identifies the potential environmental impacts of federally funded projects and the mitigation measures that may be required to address these impacts. NEPA requires federal agencies to consider environmental issues prior to making any major decisions on projects that have federal involvement. It is the Consultant's understanding that NEPA services will not be required for this project due to state and federal funding not being utilized for the CTI improvements.*

A.3: Preliminary Engineering for Final Design

3.1. Project Coordination, Scheduling and Management

The Consultant will provide project management and coordination activities during all phases of the Project.

3.1.1 Project Work Plan and Coordination

The Consultant will establish a Project Work Plan for each phase of the project. The Project Work Plan will include project organization/staffing chart, project schedule, health, and safety considerations, change management, and other project management requirements. The Project Work Plan will include the proposed project schedule which will show the proposed dates for design milestones as outlined in the Contract. The project Work Plan will be kept up-to-date, and changes to the Work Plan will be submitted to Program Project Manager (PPM) with the monthly invoice. A Quality Management Plan to monitor quality and conformance to TDOT requirements will be included in the Project Work Plan.

The Consultant will coordinate the design with other ongoing infrastructure plans and / or work including:

- State projects
- Public Works Projects
- City of Athens Community Mobility Plan
- City of Athens Signal Timing & Operations Study

At the time of this Scope of Work, the above projects are the only known projects that are being considered. If the Public Works Department identifies other projects that requires coordination from the Consultant, the Public Works Department will notify the Consultant in a timely manner.

3.1.2 Project Schedule and Progress Reports

The Consultant will prepare and submit a detailed project schedule and submit it to the Public Works Department for comment and approval in a mutually agreed upon format. The schedule will show dates for:

- NTP for each phase of work
- Design meetings including milestone, coordination, and progress meetings
- Design milestones including preliminary and final deliverable submittals where applicable
- Review periods
- Permit application submittals and approvals
- Bid advertisement (Construction letting)

Progress reports will include:

- The status and percent complete of each activity noted in the Contract including work by subconsultants
- Activities and deliverables completed in the current reporting month
- Activities and deliverables planned for next month
- Any anticipated variances from the project schedule
- Any ROW related issues/concerns
- Any utility/pipelines related issues/concerns
- Any agency or PMT coordination needs or issues of concern
- Any other risks/issues of concern

3.1.3 Project Meetings

Project meeting type and frequency with the Public Works Department will be as outlined below. The Consultant will be responsible for preparing and delivering a record memorandum of decisions and action items to the meeting attendees within one week after each progress meeting.

During scoping and design, the Consultant PM will attend up to twenty-six (26) bi-weekly progress meetings. These may be held by conference call rather than physical meetings. The Consultant will prepare an agenda and submit it to the Client's Project Manager prior to each meeting. The following items, at a minimum, will be discussed at each bi-weekly meeting:

- Status of necessary permit applications and approvals
- Status of coordination with utilities
- Anticipated variances from the project schedule if applicable, and reasons for variance and recovery schedule plan
- Anticipated variance from the Scope of Engineering Services if applicable, and reasons for Variance

3.2. Stakeholder and Public Outreach

Assumptions: *Previous efforts included significant outreach to orient the community to potential transportation improvements. The efforts in this task do not duplicate this prior effort but engage community members and stakeholders at critical points in the scoping and design process to keep them apprised. It is recommended that one (1) informational open house be held prior to the physical construction commencing to inform the public of the project, schedule, and potential for disruptions (if any) to traffic flow. The Client will provide a contact list and lead efforts on notifications via email, social media, and through a website (if necessary).*

3.2.1 Public Information Open House

The Consultant will assist the Client's project manager in conducting one (1) public information meeting, prior to the start of construction to address the overall project improvements, schedule, etc. The Consultant will staff the public design meeting with an appropriate number of personnel with technical knowledge of the project to assist the Client in answering questions about the project. This meeting is anticipated to be informational in nature.

The Consultant will prepare the necessary materials for use public design meeting including exhibits for the meeting, appropriate to the format (to be determined), and generally providing the following information:

- Review Project Background (goals, purpose and need, etc.)
- Design Concepts
- Prioritizing and Phasing Projects
- Next Steps

The Consultant will work with the Client's Communications Team to develop the advertisement for the public information meeting. The advertisement will be in accordance with the Public Involvement Procedures (Appendix D of the Stage 1 Planning/Environmental Manual of Standard Practice). The Consultant will collect, and compile comments received from the public design meeting and retain them as part of the project records.

3.2.2 Stakeholder Coordination

The Consultant will facilitate, coordinate logistics, and, in coordination with the Client, conduct up to two (2) small group meetings to address concerns of major stakeholders as needed based on specific factors of the project scoping and design. These meetings can be in-person or virtual and the Consultant will provide a meeting agenda and notes for each meeting. These meetings will be held as needed to address any localized concerns should they arise.

3.2.3 Agency Coordination

If necessary, the Consultant may be required to participate in up to two (2) meetings with local, state, and federal governing authorities. The Consultant's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.

3.3 Surveying

Assumptions: *Consultant is assuming that all work will be performed without acquisition of additional right-of-way. We will begin Concept Scoping efforts from Task A.1 with readily available data sources, such as GIS parcel records and public right-of-way information. As needed, we will perform a more extensive right-of-way field survey to determine boundaries so that work in Concept Scoping can be completed without a need for additional acquisition.*

Site survey, inclusive of marked subsurface utilities, will be performed in this task. This will include a full survey of intersections and streets, the area between the edge of traveled way to the apparent Right-of-Way line in each direction of travel, and visible hardscape features (driveways, drainage catch basins, above ground utilities, etc.).

3.4 Preliminary Plans and Permits

Assumptions: *All improvements will be able to be constructed within the existing right-of-way, and right-of-way acquisition is not anticipated for this project. If rights-of-way or easements are determined to be needed, a modification to the scope and fee for this task will be required.*

Following the review and approval of the recommended design improvements, priorities, and phasing, the Consultant will begin the preliminary plans phase of the project in accordance with TDOT's design process. This phase includes the development of the preliminary design plans as well as coordination regarding utilities, railroads, and rights-of-ways (as applicable). Preliminary field review will be conducted for coordination and design purposes.

The preliminary plans will be developed in accordance with TDOT Roadway Design Guidelines Chapters 1 through 4, along with conformance to the applicable checklists for the applicable submittal stage. These plans will only include elements of preliminary plans development that are relevant and applicable to the scope of work approved by the Public Works Department.

The Preliminary Plans will include the following:

- Title Sheet – The title sheet will be formatted to be consistent with TDOT requirements.
- Typical Section(s) – The proposed preliminary typical section(s) and a template created for the earthwork model.
- Utility Notes and Utility Owners Sheet – specific information provided to the Construction Contractor for right-of-way or utility impact considerations.
- Present Layout – overall layout sheet(s) showing present conditions prior to the proposed improvements.

- Proposed Layout and Proposed Profiles – sheets showing present and proposed conditions superimposed for construction. These sheets will be provided at a scale of 1"=20' which will include information consistent with the TDOT Preliminary Plans Checklist as applicable to meet the intent of the scope of the project.

Preliminary plans deliverables shall be in electronic (pdf) format and submitted along with any other information / documentation / materials as requested by the Public Works Department. Up to two (2) submittals are anticipated for this phase of work. Prior to submitting any document to the Client for review and comment, the Consultant shall complete detailed checks of all work product and peer reviews of substantial deliverables and specialized analyses. Detailed checks shall be completed by a staff person who is not directly associated with the development of the work product.

Upon receipt of Preliminary Plans comments and approval to proceed from the Client, the final design work will begin. During this step the project footprint will be field reviewed for easement or ROW needs/confirmation, permitting exhibits and applications will be developed and submitted to authorities having jurisdiction, permitting requirements received, and utilities/railroad coordination will occur. The plans will be amended as required, and a preliminary construction cost estimate developed. The final plans and preliminary estimate will be submitted to the Client along with any associated checklists and certifications.

Deliverables: Project Work Plan, Quality Management Plan, Project Schedule, Project Meeting Memorandums, Open House Materials/Memorandums, Survey Data, Preliminary Plans, applicable Permit Applications, Preliminary Engineer's Estimate, Utility plans, checklists, and certifications (as applicable).

A.4: Final Plans, Estimates, and Bid Documents

Assumptions: All improvements will be able to be constructed within the existing right-of-way, and a conventional Right-Of-Way Phase including acquisition is not required for this project. However, select components of a conventional Right-of-Way Phase may still be needed, and are incorporated in this overall project scope. A ROW Plan Submittal per TDOT process guidelines, however, is not included in this task.

Following the review and approval to proceed to the ROW Plans, the Consultant will begin the customary Final Design of the project in accordance with TDOT's design process.

4.1 Construction Design

Assumptions: No modifications will be made to existing drainage or utilities infrastructure. No offsite drainage maps or designs will be required. All improvements will be able to be constructed within the existing right-of-way, and right-of-way acquisition is not anticipated for this project as determined in the prior Preliminary Engineering phase. No DBE goals are required.

Following the final plans and preliminary estimate review, and the approval to proceed to the Final Design and construction plans phase, the Consultant will begin this phase of the project in accordance with TDOT's design process.

The construction plans will be finalized based on the review comments in accordance with TDOT Roadway Design Guidelines Chapters 1 through 4 and Chapter 7, along with conformance to the applicable checklists for the applicable submittal stage. These plans will only include elements of construction plans development that are relevant and applicable to the scope of work approved by the Public Works Department.

The Construction Design will also include a customary Construction Field Review, followed by a Final Construction Plans Review if determined to be necessary.

The Construction Plans will include the following:

- Signature Sheets – a sheet providing digital signatures of the EOR(s). This sheet also includes a list of sheets that each EOR is responsible for (if applicable).
- Title Sheet – The title sheet will be formatted to be consistent with TDOT requirements.
- Roadway Index and Standard Roadway Drawings – a list of the Construction Index of Sheets, as well as Standard Roadway and Traffic Operations Drawings applicable to the project (as applicable).
- Quantities Sheets – sheets including a summary of project quantities for prospective bidders
- Typical Section(s) – The proposed preliminary typical section(s) and a template created for the earthwork model.
- General Notes and Special Notes – general and project specific notes to inform the Contractor, such as Environmental Commitments if needed.
- Tabulated Quantities – sheets showing a detailed breakdown of work items for the project.
- Detail Sheets – Details specific to unique design elements and project site conditions.
- Present Layout – overall layout sheet(s) showing present conditions prior to the proposed improvements.
- Proposed Layout and Proposed Profiles – sheets showing present and proposed conditions superimposed for construction. These sheets will be provided at a scale of 1"=20' which will include information consistent with the TDOT Construction Plans Checklist as applicable to meet the intent of the scope of the project. Private Drive, Business Entrances, and Field Entrance Profiles will be provided as required.
- Erosion Prevention and Sediment Control Plans (EPSC) – sheets outlining requirements for erosion and sediment control due to construction activities and proposed improvements as needed. These sheets shall also include EPSC legend and tabulation and EPSC Plans along with all other applicable content as outlined in the Construction Plans checklist.
- Signing and Pavement Marking Plans – sheets detailing permanent striping and signing for the proposed design. Crosswalk markings, intersection signage, and wayfinding signage is anticipated.
- Sign Schedule Sheets – sheets tabulating the required signage including type, size, and quantity for the project.
- Miscellaneous Signing Details – details for any special signing erection or installation requirements.
- Traffic Control Plan – sheets outlining temporary traffic control needs during the construction of the project shall be provided if required by the Public Works Department.

Final Construction Plans, estimates, and bid documents deliverables shall be in electronic (pdf) format and submitted along with any other information / documentation / materials as requested by the Public Works Department. Up to two (2) submittals are anticipated for this phase of work. Prior to submitting any document to the Client for review and comment, the Consultant shall complete detailed checks of all work products and peer reviews of substantial deliverables and specialized analyses. Detailed checks shall be completed by a staff person who is not directly associated with the development of the work product. Final Deliverables shall be in accordance with TDOT requirements.

Deliverables: Final Construction Plans, applicable Permits, Final Engineer's Estimate, Bid Advertisement, and Bid Book.

A.5: Construction Phase

Assumptions: The duration of the construction phase is estimated to be 9 months, during which on-site Construction and Engineering Inspections (CEI Services) are anticipated to be required up to two times per month. When possible, these on-site activities will be scheduled concurrently with Project Meetings.

During the Construction Phase of the project, Consultant will provide for Bid Review and Analysis, coordination of a Pre-Construction Conference, Contract Administration, Construction Review and Documentation, Submittals/Shop Drawings Review, Pay Application Review, Coordination/Review of Materials Testing, and Final Inspection Services. Inspection will be provided by a TDOT certified Construction Engineering and Inspection (CEI) technician if applicable.

Deliverables: Bid Tabulation and Recommendation, Meeting Agenda Memorandums, Construction Services associated documentation.

FEES

PROJECT A: CITY PARK ATHENS CITY SCHOOLS (ACS) CAMPUS TRANSPORTATION IMPROVEMENTS (CTI)

The attached fee table provides estimated fees for the proposed scope as outlined herein. Due to the fluid nature of the project parameters, the fee estimates provided are to be viewed as a 'bank of hours' in accordance with the attached rate table. An estimated construction cost of \$3 million was assumed in developing the fees shown below. Consultant will make all reasonable efforts to conform to the estimated fees provided but as the specific project scope is more clearly defined, adjustments and/or updated fee estimates may be required.

Tasks	Projects	Budget	Fee Basis
	A: City Park ACS Campus Transportation Improvements (CTI)		
A.1	Concept Scoping for Design	\$50,000	T&M est.
A.2	Preliminary Engineering-Environmental Only	NA	NA
A.3	Preliminary Engineering for Final Design	\$145,000*	T&M est.
A.4	Final Plans, Estimates, and Bid Documents	\$100,000*	T&M est.
A.5	Construction Phase	\$65,000*	T&M est.
	Subtotal	\$360,000*	

*Fees shown may require adjustment following the completion of Task A.1 but are shown based on an anticipated construction estimate of \$3,000,000.

PROJECT B: HISTORIC DOWNTOWN TRANSPORTATION ALTERNATIVES (HDTA)

B.1: Concept Scoping for Design

Assumptions: Consultant is building on work completed in a prior study. Primarily the City of Athens Community Mobility Plan (July 2021) but clarifying the outcomes of this work and refining the project definition to move forward into design. The focus on this task is ground-truthing this past work for design and construction feasibility and establishing priorities for actual project delivery to match available funding and identify potential funding sources.

The Client will provide previous plans and available data (i.e., GIS files, traffic data).

1.1. Review Existing Conditions and Plans

Downtown plans have been outlined in the Downtown Streetscape Initiative and Experience Master Plan and refined in the recently adopted Mobility Plan. In our work with Athens and TDOT and in this national climate, we know that funding is continually becoming more available for those communities ready to take advantage of it. Given the size and population of the City of Athens, many of its Downtown roads experience low to moderate traffic volumes. From a multimodal standpoint, the downtown area has limited infrastructure suited to walking and biking with discontinuous sidewalk connectivity and even fewer accommodations for bicycles.

The [City of Athens Mobility Plan](#) and the [Downtown Master Plan](#) have both identified a need to transform the downtown area to a more friendly destination for all modes of transportation, specifically pedestrians and bicycles. Improvement concepts, such as traffic calming, roadway re-classifications, safety improvements for pedestrian facilities, expanded connectivity within and connections beyond the downtown area will all contribute to “extending the Friendly City” to all road users. These plans are geared towards improving mobility, but with an overarching emphasis on safety and accessibility for other road users for the currently “overdriven” downtown area.

1.2. Identifying, Prioritizing and Phasing Recommendations for Downtown Transportation Improvements Projects

Building off the recommendations contained in the City of Athens Mobility Plan and the Downtown Master Plan, the Stantec team will work in partnership with City of Athens staff and closely with stakeholders to develop a prioritized implementation plan for improvements in Downtown. This Phase will at minimum take the following factors and steps into account:

- Complete due diligence to understand design/construction implications (utility, survey, etc.)
- Define projects individually and establish planning level construction costs and order of difficulty to implement
- Prepare a methodology to identify priority locations, including using the Goals from the Mobility Plan
- Ensure that priority locations are integrated with other Downtown plans such as new development proposals or other infrastructure improvements
- Identify potential funding sources (TDOT, MPO, Federal, Other grant programs) and match locations/improvements to eligibility for funding sources
- Assess likelihood and timeframe of obtaining outside funding

- Develop a phased implementation plan, including project timeframes, costs, expected funding sources and next steps
- Work with Athens to adopt the implementation plan

Consultant will prepare detailed scopes for next steps, including design of identified improvements, and planning/funding applications for subsequent phases as defined.

All of the tasks above will be documented as part of the existing conditions technical memorandum.

1.3. Identify Potential Funding Sources

Assumptions: *This task does not include the application for funding opportunities but is intended to match up the priority projects with potential funding sources via grants.*

Consultant will research and review funding opportunities that would be applicable for all elements within the defined focus area project. This task includes:

- Meet with team review all facets of proposed projects
- Research potential funding sources for each project
- Evaluate probability of success and return on effort
- Confirm eligibility
- Prioritize with team which grant programs should be pursued
- Finalize funding strategy and schedule for associated programs

This step will help inform the overall project budget going forward as well as the project timeline as it relates to the timing and availability of funding. The Consultant will review applicable funding options such as the Transportation Alternatives Program (TAP), which also includes Safe Routes to School funds, and TDOT Multimodal Access Grant. The Consultant will help identify caveats to these funding opportunities such as due dates, funding caps, and transportation-related requirements.

Deliverables: Technical Memorandums for the above items.

B.2: Preliminary Engineering-Environmental Only

Assumptions: *If previously unidentified surveys, reports, or issues outside of the original project scope arise, the Consultant may need an extension, or addendum, to complete the NEPA Document past the scheduled timeline. This may include Section 4(f) and 6(f) reports, ecological and biological surveys and reports, air and noise surveys and reports, hazardous materials surveys and reports, and cultural resources surveys and reports.*

2.1 Data Collection and Background Review

This Phase involves the Environmental Compliance and the National Environmental Policy Act (NEPA). The NEPA process identifies the potential environmental impacts of federally funded projects and the mitigation measures that may be required to address these impacts. NEPA requires federal agencies to consider environmental issues prior to making any major decisions on projects that have federal involvement.

The Consultant will collect the appropriate background information from the City, TDOT, and the Stantec Design team in preparation for the National Environmental Policy Act (NEPA) phase of the project, when appropriate, or when federal funds are anticipated. The Consultant will initiate a project kick-off meeting and coordinate efforts with TDOT Local Programs NEPA Point of Contact (POC) and the City's project manager. The Consultant will develop and coordinate a determination of action, or document-level, necessary to comply with NEPA to the City and TDOT. Once the level of action is approved by TDOT and the City, a NEPA Phase

timeframe and schedule outlining the NEPA Phase components will be developed. The Consultant will coordinate the NEPA Phase milestones at least once per month either through email or during team meetings with the City.

2.2 Technical Studies

The Consultant will initiate, track, complete, and review technical reviews necessary from the Preliminary Design Plans provided by Stantec Design Team. First, we will initiate technical studies coordination with TDOT NEPA POC and the appropriate TDOT environmental technical divisions to assist in the determination of what technical studies or desktop reviews are necessary for NEPA compliance. These studies may include:

- Noise Impacts
- Air Quality
- Architectural/Historic Resources
- Archaeology and Native American Coordination (Section 106)
- Ecology and Natural Resources
- Floodplain Impacts
- Hazardous Materials
- Land Use Review
- Farmland (if applicable)
- Social and Community Impacts
- Conceptual Stage Relocation Plan (TDOT to complete if applicable)
- Environmental Justice Analysis
- Parks and Recreation Resources
- Section 4(f) and 6(f) Resources
- Climate Change (if applicable)

The NEPA specialist will complete the floodplain impacts, land use review, social and community impact review, environmental justice analysis, parks and recreation review, farmland impacts, and climate change language. Please note that the TDOT NEPA POC will coordinate all project materials and notifications with the TDOT environmental technical divisions, state and federal agencies, and Federal Highway Administration (FHWA).

2.3 Draft Document Preparation

The draft NEPA document will be developed consistent with the requirements of the Council of Environmental Quality (CEQ) and using the Federal Highway Administration (FHWA) Technical Advisory, TDOT Environmental Procedures Manual and TDOT Local Programs Manual as guides. The Consultant will incorporate the project Purpose and Need, project description, plans, and results of the technical studies into the appropriate NEPA document template. In addition, we will include tables, figures, and images where appropriate to illustrate and explain the project area characteristics, alternatives, location of impacts, and comparison of impacts. Where appropriate, proposed and/or potential permitting, and mitigation measures will be discussed. Before a draft document is submitted to the City and TDOT, the Consultant will comply with QA/QC standards by conducting an internal review and providing a QA/QC form upon submittal.

2.4 NEPA Public Meeting/Hearing (if applicable)

Depending on the level of documentation, or action, and public interest, one NEPA public meeting, or hearing, may be required. If this is applicable, then the Consultant would complete the following tasks:

- Reserve Venue

- Prepare Meeting Materials
- Notify Public
- Hold Public Meeting/Hearing
- Address Public Comments
- Public Meeting Summary
- Incorporate in Final Document

2.5 Revise and Finalize Document

The Consultant will revise NEPA document to include public comments and responses if a public meeting/hearing takes place. Then, a final QA/QC review will be conducted internally by Stantec and the City before submittal to TDOT NEPA POC. Once the Consultant receives all comments from both the City and TDOT, they will revise, update the QA/QC form, and prepare a Final NEPA document for FHWA Approval. The Consultant will send the TDOT NEPA POC the final document for FHWA approval, and then TDOT will be responsible for sending this document to FHWA and transmitting comments. If FHWA comments are provided, the Consultant will address each comment with a disposition and update the QA/QC form. Once the document is approved, the Consultant will provide the City an electrical copy of the document, appendices and supporting data.

Deliverables: Environmental Technical Reviews, Draft NEPA Document, Public Meetings/Memorandum (if applicable), Final NEPA Document.

B.3: Preliminary Engineering for Final Design

3.1 Project Coordination, Scheduling and Management

The Consultant will provide project management and coordination activities during all phases of the Project.

3.1.1 Project Work Plan and Coordination

The Consultant will establish a Project Work Plan for each phase of the project. The project Work Plan will include project organization/staffing chart, project schedule, health, and safety considerations, change management, and other project management requirements. The Project Work Plan will include the proposed project schedule which will show the proposed dates for design milestones as outlined in the Contract. The project Work Plan will be kept up-to-date, and changes to the Work Plan will be submitted to Client Project Manager with the monthly invoice. A Quality Management Plan to monitor quality and conformance to TDOT requirements will be included in the Project Work Plan.

The Consultant will coordinate the design with other ongoing infrastructure plans and / or work including:

- State projects
- Public Works projects
- Downtown Athens Historic Master Plan
- City of Athens Community Mobility Plan
- City of Athens Signal Timing & Operations Study

At the time of this Scope of Work, the above projects are the only known projects that are being considered. If the Public Works Department identifies other projects that would require coordination from the Consultant, the Public Works Department will notify the Consultant.

Included in this task is Right-of-way, Utility and Railroad coordination as required.

3.1.2 Project Schedule and Progress Reports

The Consultant will prepare and submit a detailed project schedule and submit it to the Public Works Department for comment and approval in a mutually agreed upon format. The schedule will show dates for:

- Notice to Proceed (NTP) for phase of work
- Design meetings including milestone, coordination, and progress meetings
- Design milestones including preliminary and final deliverable submittals where applicable
- Review periods
- Permit application submittals and approvals
- Bid advertisement (Construction letting)

Progress reports will include:

- The status and percent complete of each activity noted in the Contract including work by subconsultants
- Activities and deliverables completed in the current reporting month
- Activities and deliverables planned for next month
- Any anticipated variances from the project schedule
- Any ROW related issues/concerns
- Any utility/pipelines related issues/concerns
- Any agency or PMT coordination needs or issues of concern
- Any other risks/issues of concern

3.1.3 Project Meetings

Project meeting type and frequency with the Public Works Department will be as outlined below. The Consultant will be responsible for preparing and delivering a record memorandum of decisions and action items to the meeting attendees within one week after each progress meeting.

During design, the Consultant PM will attend up to twenty-six (26) bi-weekly progress meetings. These may be held by conference call rather than physical meetings. The Consultant will prepare an agenda and submit it to the Clients Project Manager prior to each meeting. The following items, at a minimum, will be discussed at each bi-weekly meeting:

- Status of necessary permit applications and approvals
- Status of coordination with utilities
- Anticipated variances from the project schedule if applicable, and reasons for variance and recovery schedule plan
- Anticipated variance from the Scope of Engineering Services if applicable, and reasons for Variance

3.2 Stakeholder and Public Outreach

Assumptions: Previous efforts included significant outreach to orient the community to potential transportation improvements. The efforts in this task do not duplicate this prior effort but engage community members and stakeholders at critical points in the scoping and design process to keep them apprised. The Client will provide a contact list and lead efforts on notifications via email, social media, and through a website (if necessary)

3.2.1 Public Information Open House

The Consultant will assist the Client's project manager in conducting one (1) public design meeting to address the overall project improvements, schedule, and prioritization of projects. The Consultant will staff the public design meeting with an appropriate number of personnel with technical knowledge of the project to assist the Client in answering questions about the project. This meeting is anticipated to be informational in nature.

The Consultant will prepare the necessary materials for use public design meeting including exhibits for the meeting, appropriate to the format (to be determined), and generally providing the following information:

- Review Project Background (goals, purpose and need, etc.)
- Design Concepts
- Guidelines for Prioritizing and Phasing Projects
- Next Steps

The Consultant will work with the Client's Communications Team to develop the advertisement for the public design meeting. The advertisement will be in accordance with the Public Involvement Procedures (Appendix D of the Stage 1 Planning/Environmental Manual of Standard Practice). The Consultant will collect, and compile comments received from the public design meeting and retain them as part of the project records.

3.2.2 Stakeholder Coordination

The Consultant will facilitate, coordinate logistics and, in coordination with the Client, conduct up to two (2) small group meetings to address concerns of major stakeholders. These meetings can be in-person or virtual and the Consultant will provide meeting agenda and notes for each meeting.

3.2.3 Agency Coordination

If necessary, the Consultant may be required to participate in up to two (2) meetings with local, state, and federal governing authorities. The Consultant's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.

3.3 Surveying

Assumptions: *We will begin Concept Scoping efforts from Task B.1 with readily available data sources, such as GIS parcel records and public right-of-way information. As needed, we will perform a more extensive right-of-way field survey to determine boundaries so that work in Concept Scoping can be completed without a need for additional acquisition.*

Site survey, inclusive of marked subsurface utilities, will be performed in this task. This will include a full survey of intersections and streets, the area between the edge of traveled way to the apparent Right-of-Way line in each direction of travel, and visible hardscape features (driveways, drainage catch basins, above ground utilities, etc.) within the established project area. Additional survey due to right-of-way acquisition may also be performed under this task.

3.4 Preliminary Plans and Permits

Following the review and approval of the recommended design improvements, priorities, and phasing, the Consultant will begin the preliminary plans phase of the project in accordance with TDOT's design process. This phase includes the development of the preliminary design plans as well as coordination regarding utilities,

railroads, and rights-of-ways (as applicable). Preliminary field review will be conducted for coordination and design purposes.

The preliminary plans will be developed in accordance with TDOT Roadway Design Guidelines Chapters 1 through 4, along with conformance to the applicable checklists for the applicable submittal stage. These plans will only include elements of preliminary plans development that are relevant and applicable to the scope of work approved by the Public Works Department.

The Preliminary Plans will include the following:

- Title Sheet – The title sheet will be formatted to be consistent with TDOT requirements.
- Typical Section(s) – The proposed preliminary typical section(s) and a template created for the earthwork model.
- Utility Notes and Utility Owners Sheet – specific information provided to the Construction Contractor for right-of-way or utility impact considerations.
- Present Layout – overall layout sheet(s) showing present conditions prior to the proposed improvements.
- Preliminary Right-of-Way Plan – all ROW required to meet the project goals will be identified. Proposed Layout and Proposed Profiles – sheets showing present and proposed conditions superimposed for construction. These sheets will be provided at a scale of 1"=20' which will include information consistent with the TDOT Preliminary Plans Checklist as applicable to meet the intent of the scope of the project.

Preliminary plans deliverables shall be in electronic (pdf) format and submitted along with any other information / documentation / materials as requested by the Public Works Department. Up to two (2) submittals are anticipated for this phase of work. Prior to submitting any document to the Client for review and comment, the Consultant shall complete detailed checks of all work product and peer reviews of substantial deliverables and specialized analyses. Detailed checks shall be completed by a staff person who is not directly associated with the development of the work product.

Upon receipt of Preliminary Plans comments and approval to proceed from the Client, the final design work will begin. During this step the project footprint will be field reviewed for easement or ROW needs/confirmation, permitting exhibits and applications will be developed and submitted to authorities having jurisdiction, permitting requirements received, and utilities/railroad coordination will occur. The plans will be amended as required, and a preliminary construction cost estimate developed. The revised plans and preliminary estimate will be submitted to the Client along with any associated checklists and certifications.

Deliverables: Preliminary Plans, applicable Permit Applications, Preliminary Engineer's Estimate, ROW/Utility plans, checklists, and certifications (as applicable).

3.5 Funding Research and Strategy

Assumptions: Building on the effort from Task 1.3 above, the Consultant will prepare the applications for funding, but it will be the City's responsibility to submit the applications. Application Submission(s) and Grant Administration fees will be applied if the Client requests the Consultant to submit applications.

Each grant is unique and will have a differing level of effort required to thoughtfully prepare a successful submission. The timeline from agency notices of funding to when the applications are due can vary widely. The average time for many programs is between 8-12 weeks (about 3 months). Once a funding program is determined to be a good fit and moves to this stage, we will review the level of effort and propose a not-to-

exceed lump sum fee for your review. Recognizing that the level of effort and tasks can vary widely on each grant application, fees typically range from \$2,500 to \$10,000. Cost-savings will be realized if two or more programs are pursued. Scope for application submission includes:

- Facilitate funding application kick-off
- Develop and manage all elements of application (i.e., narrative, attachments, letters of support)
- Assemble application package and assist with delivery

Each grant is unique and has its own set of compliance requirements and will have a differing level of effort required to administer. Some programs allow for grant administration as an eligible activity. Scope typically includes:

- Provide project management and oversight as needed
- Support funding agreement contracts
- Refine scope and budget if needed
- Assist with reporting requirements

Fees for this task will be determined once target funding sources are identified and will require an amendment to this scope and fee.

Deliverables: Project Work Plan, Quality Management Plan, Project Schedule, Project Meeting Memorandums, Open House Materials/Memorandums, Funding Memorandums/Applications (as applicable), Survey Data, Preliminary Plans, applicable Permit Applications, Preliminary Engineer's Estimate, ROW/Utility plans, checklists, and certifications (as applicable).

B.4: Right-of-Way, Final Plans, Estimates, and Bid Documents

Assumptions: *Following the review and approval to proceed to the ROW Plans, the Consultant will begin the customary Final Design of the project in accordance with TDOT's design process. Work performed will comply with Title VI, AA/EEO compliance and DBE goal participation.*

4.1 Right-of-Way, Utility and Railroad Procedures

Assumptions: *Required Right-of-way will be identified in Task B.3 above.*

This task includes coordination of property acquisition, appraisals, closings, relocations and certifications as needed consistent with established TDOT Procedures.

4.2 Construction Design, Estimates and Bid Documents

Assumptions: *No modifications will be made to existing drainage or utilities infrastructure. No offsite drainage maps or designs will be required. All improvements will be able to be constructed within the existing right-of-way, and right-of-way acquisition is not anticipated for this project as determined in the prior Preliminary Engineering phase. No DBE goals are required.*

Following the final plans and preliminary estimate review, and the approval to proceed to the Final Design and construction plans phase, the Consultant will begin this phase of the project in accordance with TDOT's design process.

The construction plans will be finalized based on the review comments in accordance with TDOT Roadway Design Guidelines Chapters 1 through 4 and Chapter 7, along with conformance to the applicable checklists for

the applicable submittal stage. These plans will only include elements of construction plans development that are relevant and applicable to the scope of work approved by the Public Works Department.

The Construction Design will also include a customary Construction Field Review, followed by a Final Construction Plans Review if determined to be necessary.

The Construction Plans will include the following:

- Signature Sheets – a sheet providing digital signatures of the EOR(s). This sheet also includes a list of sheets that each EOR is responsible for (if applicable).
- Title Sheet – The title sheet will be formatted to be consistent with TDOT requirements.
- Roadway Index and Standard Roadway Drawings – a list of the Construction Index of Sheets, as well as Standard Roadway and Traffic Operations Drawings applicable to the project (as applicable).
- Quantities Sheets – sheets including a summary of project quantities for prospective bidders
- Typical Section(s) – The proposed preliminary typical section(s) and a template created for the earthwork model.
- General Notes and Special Notes – general and project specific notes to inform the Contractor, such as Environmental Commitments if needed.
- Tabulated Quantities – sheets showing a detailed breakdown of work items for the project.
- Detail Sheets – Details specific to unique design elements and project site conditions.
- Present Layout – overall layout sheet(s) showing present conditions prior to the proposed improvements.
- Proposed Layout and Proposed Profiles – sheets showing present and proposed conditions superimposed for construction. These sheets will be provided at a scale of 1"=20' which will include information consistent with the TDOT Construction Plans Checklist as applicable to meet the intent of the scope of the project. Private Drive, Business Entrances, and Field Entrance Profiles will be provided as required.
- Erosion Prevention and Sediment Control Plans (EPSC) – sheets outlining requirements for erosion and sediment control due to construction activities and proposed improvements as needed. These sheets shall also include EPSC legend and tabulation and EPSC Plans along with all other applicable content as outlined in the Construction Plans checklist.
- Signing and Pavement Marking Plans – sheets detailing permanent striping and signing for the proposed design. Crosswalk markings, intersection signage, and wayfinding signage is anticipated.
- Sign Schedule Sheets – sheets tabulating the required signage including type, size, and quantity for the project.
- Miscellaneous Signing Details – details for any special signing erection or installation requirements.
- Traffic Control Plan – sheets outlining temporary traffic control needs during the construction of the project shall be provided if required by the Public Works Department.

Final Right-of-way, Construction Plans, estimates, and bid documents deliverables shall be in electronic (pdf) format and submitted along with any other information / documentation / materials as requested by the Public Works Department. Up to two (2) submittals are anticipated for this phase of work. Prior to submitting any document to the Client for review and comment, the Consultant shall complete detailed checks of all work products and peer reviews of substantial deliverables and specialized analyses. Detailed checks shall be completed by a staff person who is not directly associated with the development of the work product. Final Deliverables shall be in accordance with TDOT requirements.

Deliverables: Final Construction Plans, applicable Permits, Final Engineer's Estimate, Bid Advertisement, and Bid Book.

B.5: Construction Phase

Assumptions: The duration of the construction phase is estimated to be 12 months, during which on-site Construction and Engineering Inspections (CEI Services) are anticipated to be required up to two times per month. When possible, these on-site activities will be scheduled concurrently with Project Meetings.

During the Construction Phase of the project, Consultant will provide for Bid Review and Analysis, coordination of a Pre-Construction Conference, Contract Administration, Construction Review and Documentation, Submittals/Shop Drawings Review, Pay Application Review, Coordination/Review of Materials Testing, and Final Inspection Services. Inspection will be provided by a TDOT certified Construction Engineering and Inspection (CEI) technician if applicable.

Deliverables: Bid Tabulation and Recommendation, Meeting Agenda Memorandums, Construction Services associated documentation.

FEES

PROJECT B: HISTORIC DOWNTOWN TRANSPORTATION ALTERNATIVES (HDTA)

The attached fee table provides estimated fees for the proposed scope as outlined herein. Due to the fluid nature of the project parameters, the fee estimates provided are to be viewed as a 'bank of hours' in accordance with the attached rate table. An estimated construction cost of \$1.5 million was assumed in developing the fees shown below. Consultant will make all reasonable efforts to conform to the estimated fees provided but as the specific project scope is more clearly defined, adjustments and/or updated fee estimates may be required.

	B: Historic Downtown Transportation Alternative (HDTA)		
B.1	Concept Scoping for Design	\$19,000	T&M est.
B.2	Preliminary Engineering-Environmental Only	\$50,000*	T&M est.
B.3	Preliminary Engineering for Final Design	\$55,000*	T&M est.
B.4	ROW, Final Plans, Estimates, and Bid Documents	\$38,500*	T&M est.
B.5	Construction Phase	\$25,000*	T&M est.
	Subtotal	\$187,500*	T&M est.
	Total Estimated Fee (Projects A and B)	\$547,500	T&M est.

*Fees shown may require adjustment following the completion of Task B.1 but are shown based on an anticipated construction estimate of \$1,500,000.



PUBLIC WORKS

TO: C. Seth Sumner, City Manager
FROM: Ben Burchfield
DATE: January 5, 2022
SUBJECT: Engineering Services for STBG Project PIN 132258.00

Summary

The City has received an executed contract from TDOT for the expenditure of our STBG fund balance. The project scope is similar to the last STBG project but will focus on different eligible functionally classified streets within the City. The scope involves all actions required by TDOT for the City to mill, pave, stripe, apply thermoplastic markings, perform core samples, and address any ADA deficiencies within the area of construction. The total project budget is \$1,370,000 with 20% local match included in that total.

Process

The Public Works Department is ready to initiate a consultant selection process as outlined by TDOT Local Program Guideline requirements. Once the evaluation process has concluded, the City will recommend two to three firms ranked in order of qualifications as evaluated by the committee. Negotiations will take place with the top ranked firm with the intent to bring an agreement for consulting services to the Council for approval. As per the TDOT policy, should the City not be able to negotiate acceptable terms with the highest ranked firm negotiations will terminate and the City will attempt to negotiate an agreement with the next firm on the list.

Action Item

The department is requesting Council approval to seek submittals, form the evaluation committee, evaluate the firms, prepare a list of qualified firms based upon their ranking, and negotiate terms as described above so that we may return an agreement to Council for approval to engage the services of the firm to be selected.

RESOLUTION NO. 2022-01

**A RESOLUTION TO DECLARE THE WEEK OF JANUARY 23-29, 2022,
ATHENS FLOOD AWARENESS WEEK**

WHEREAS, the City of Athens, Tennessee is composed of areas of designated flood hazard as determined by the Federal Emergency Management Agency; and,

WHEREAS, these areas of Athens, Tennessee are subject to damages and losses due to flood waters; and,

WHEREAS, the City of Athens, Tennessee is a program participant in the National Flood Insurance Program having applied for and complied with program guidelines; and,

WHEREAS, many owners of properties located in flood prone areas of Athens, Tennessee do not have supplemental flood insurance policies; and,

WHEREAS, the City of Athens seeks to inform all of its residents that flood insurance is available to cover structures and their contents; and

WHEREAS, the City of Athens, Tennessee has a responsibility to keep its citizens fully advised of governmental activities and programs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Athens, Tennessee, as follows:

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this 18th day of January 2022, that the week of January 23-29, 2022, is hereby declared to be "Flood Awareness Week" for the City of Athens, Tennessee; and

BE IT FURTHER RESOLVED, by this body that all citizens of Athens, Tennessee are hereby urged to learn more about the National Flood Insurance Program benefits as they can apply to their property.

ON MOTION BY _____, **SECONDED BY** _____

_____, said Resolution was approved by roll call vote.

WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

H. CHRIS TREW, City Attorney



FINANCE DEPARTMENT

MEMORANDUM

TO: C. Seth Sumner, City Manager
FROM: Mike Keith, Finance Director
DATE: January 4, 2022
SUBJECT: Surplus Vehicles and Equipment

I am requesting that 3 vehicles be declared surplus and sold on GovDeals. Asset 3694 is a 2008 Crown Victoria that was a detective vehicle. Asset 3278 is a trailer that was previously used for the asphalt compactor. Asset 4020 is a 2011 Crown Victoria used as a patrol car. All of these assets have been replaced and they are past their useful life for the City.

Asset number 4047 is a slope mower used by Parks and Recreation. It has also been replaced. We are requesting that it and the attachments used with it be declared as surplus and sold on GovDeals.

Please let me know if you have any questions regarding this.

ORDINANCE NO. 1106

**AN ORDINANCE TO AMEND ‘THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,’
SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTIES LOCATED ON
INGLESIDE AVENUE FROM B-1 (LOCAL BUSINESS DISTRICT) TO R-2 (MEDIUM DENSITY
RESIDENTIAL DISTRICT) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF
ATHENS, TENNESSEE.**

BE IT ORDAINED BY THE CITY OF ATHENS, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; “Rezoning Request by George Hester for properties located on Ingleside Avenue (Tax Map 048I Group A Parcels 005.00 and 006.00) from B-1 Local Business District to R-2 Medium Density Residential District” said property being within the corporate limits of Athens, Tennessee:

Area Description (B-1 to R-2)

The Parcels to be rezoned from B-1 to R-2 is shown on McMinn County Tax Map as Tax Map 048I Group A Parcels 005.00 and 006.00. The parcels are further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

SECTION 2. Any Ordinance, Resolution, Motion, or parts thereof in conflict herewith are hereby repealed and superseded. If any sentence, clause, phrase, or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

SECTION 3. **BE IT FURTHER ORDAINED,** that this Ordinance shall take effect upon final passage and as provided by law. As required by TENNESSEE CODE ANNOTATED, Section 13-7-203, a Public Hearing subject to fifteen day's notice has been held, and this ordinance meets the requirements of TENNESSEE CODE ANNOTATED, Section 13-7-201 through 13-7-210, including the approval of all necessary agencies.

PASSED ON FIRST READING: December 21, 2021

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: January 18, 2022

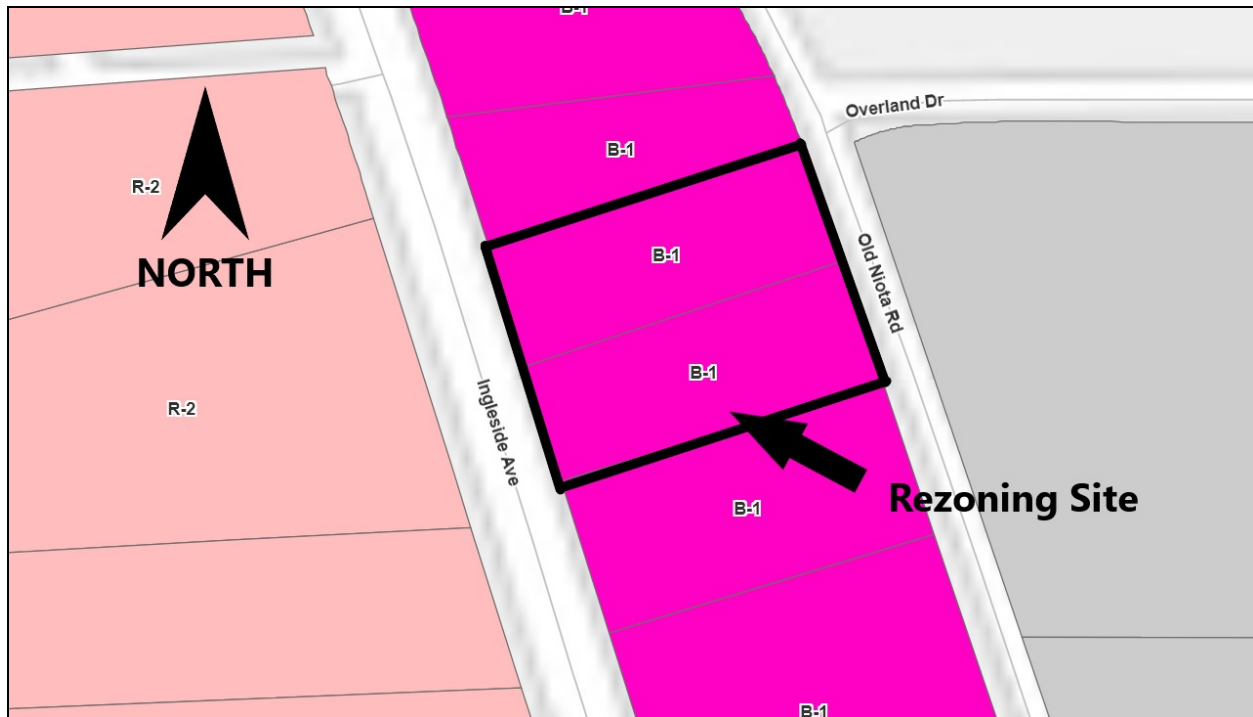
WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

H. CHRIS TREW, City Attorney

**Rezoning Request by George Hester for properties located on Ingleside Avenue
(Tax Map 048I Group A Parcels 005.00 and 006.00) from B-1 Local Business
District to R-2 Medium Density Residential District**



2. **Recommendation on rezoning request by George Hester** to change two parcels identified as Tax Map 0048I Group A Parcels 005.00 and 006.00 located at on Ingleside Avenue from to B-1 Local Business District to R-2 Medium Density Residential District containing approximately 0.67 acres.

Mr. Hester was not present.

Chairperson Hamilton contacted Mr. Hester via phone.

Mr. Hester thought he did not have to be at the meeting and that Mr. Casteel represent him.

Chairperson Hamilton asked what they should do. Should they put it off until January.

Mr. Casteel said it up to the Board.

Chairperson Hamilton said what he wants to do is pretty simple.

Mr. Newberry said he already read the Staff Report and asked Mr. Casteel if Staff was recommending it.

Mr. Casteel said yes.

Mr. Newberry said for this particular action why does the landowner have to be there.

Mr. Casteel said it has always been the policy since he has been there.

Chairperson Hamilton said they have always asked someone to be representative of the issue. He said they have changed many parcels without representation.

Mr. Newberry said the landowner is requesting R-2. To his understanding from Staff there are no concerns.

Mr. Casteel said no, it meets the land use plan, the threshold for five to ten dwelling units.

Chairperson Hamilton said that whole strip down through there is mostly residential. He has argued this for 18 or so years. Every bit of that is residential property there is two commercial building between where the Old Niota Road cuts of Ingleside Avenue in that building.

Mr. Casteel said he did not know if they have ever been developed.

Chairperson Hamilton said there used to be houses on both lots. His argument is all of it should be residential.

MOTION: To approve to recommend to City Council based on Staff recommendation.

MADE: Eric Newberry

SECOND: Mark Lockmiller

Mr. Lockmiller asked if they could refresh his recollection on where it was.

Mr. Casteel said it's where Seaton's is on Old Niota Road, the bus barn, and it right past the substation on Ingleside Avenue before you get to Overlook Drive. Those two parcels on the right. He owns the third one as well, and lives in the next on up the hill.

VOTE: Unanimous
MOTION PASSED

STAFF REPORT

ATHENS MUNICIPAL-REGIONAL PLANNING COMMISSION

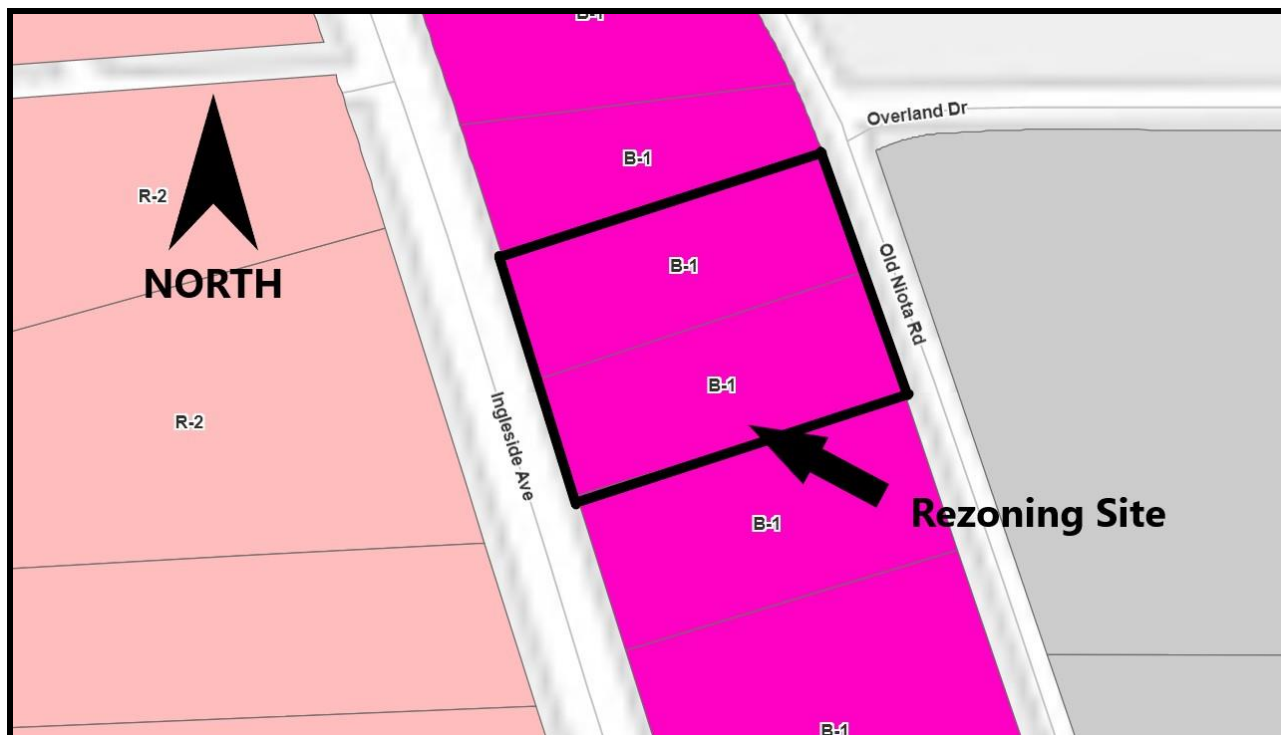
December 6, 2021

12:00 P.M.

CONFERENCE ROOM

NEW BUSINESS

1. **Recommendation on rezoning request by George Hester** to change two parcels identified as Tax Map 0048I Group A Parcels 005.00 and 006.00 located at on Ingleside Avenue from to B-1 Local Business District to R-2 Medium Density Residential District containing approximately 0.67 acres.



The owner is requesting this change to allow construction of one duplex on each of these 14000+ square foot parcels. There is R-2 located across Ingleside to the West. The area is shown as Commercial on the Future Land Use Map with a dwelling unit density of 5-10 per acre, so the request meets this threshold with the growth plan of the city.

Staff recommends approval of the rezoning request from B-1 Local Business to R-2 Medium Density Residential.

ORDINANCE NO. 1107

**AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,'
SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE
THE PROPERTY LOCATED ON EAST AVENUE
FROM I-2 (HEAVY INDUSTRIAL DISTRICT) TO B-3 (INTENSIVE BUSINESS DISTRICT) SAID AREA
BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.**

BE IT ORDAINED BY THE CITY OF ATHENS, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; "Rezoning Request by Buddie Beavers property located on East Avenue (Tax Map 047 Parcel 170.00) from I-2 (Heavy Industrial District) to B-3 (Intensive Business District)" said property being within the corporate limits of Athens, Tennessee:

Area Description (I-2 to B-3)

The parcel to be rezoned from I-2 to B-3 is shown on McMinn County Tax Map as Tax Map 047 Parcel 170.00. The parcel is further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

SECTION 2. Any Ordinance, Resolution, Motion or parts thereof in conflict herewith are hereby repealed and superseded. If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and as provided by law. As required by TENNESSEE CODE ANNOTATED, Section 13-7-203, a Public Hearing subject to fifteen day's notice has been held, and this ordinance meets the requirements of TENNESSEE CODE ANNOTATED, Section 13-7-201 through 13-7-210, including the approval of all necessary agencies.

PASSED ON FIRST READING: December 21, 2021

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: January 18, 2022

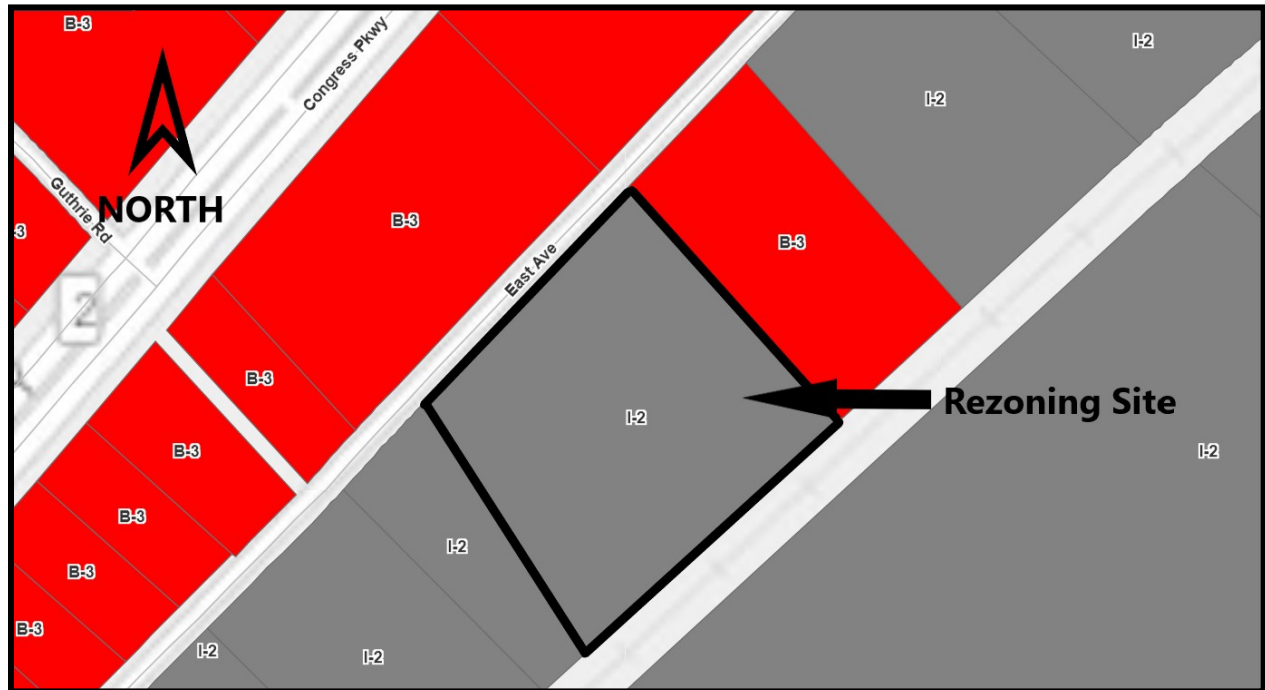
WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

H. CHRIS TREW, City Attorney

Rezoning Request by Buddie Beavers Property located on East Avenue (Tax Map 047 Parcel 170.00) from I-2 Heavy Industrial District to B-3 Intensive Business District



- 3. Recommendation on rezoning request by Buddie Beavers** to change a parcel identified as Tax Map 047 Parcel 170.00 located on East Avenue from to I-2 Heavy Industrial District to B-3 Intensive Business District containing approximately 4 acres.

Mr. Casteel said Sherry Sober was there to represent Buddie Beavers. He showed the Commission the parcel they rezoned in 2019, that Mr. Beavers has his auction business on, he wants to rezone this one to maybe do a retail store maybe at a later date. Right now, he wants to alleviate traffic. His truck traffic has to go down to the UPS and turn around to make that turn into the building. He wants to get another driveway cut from Public Works, but they want to wait until it is zoned Commercial before giving driveway approval. He said the TVA (Tennessee Valley Authority) powerline easement runs through this property, so his only buildable area is on the other side (he showed it on the screen). He has one driveway cut and the tightness between that his building is what is causing the problem.

Chairperson Hamilton said it also has a sewer easement.

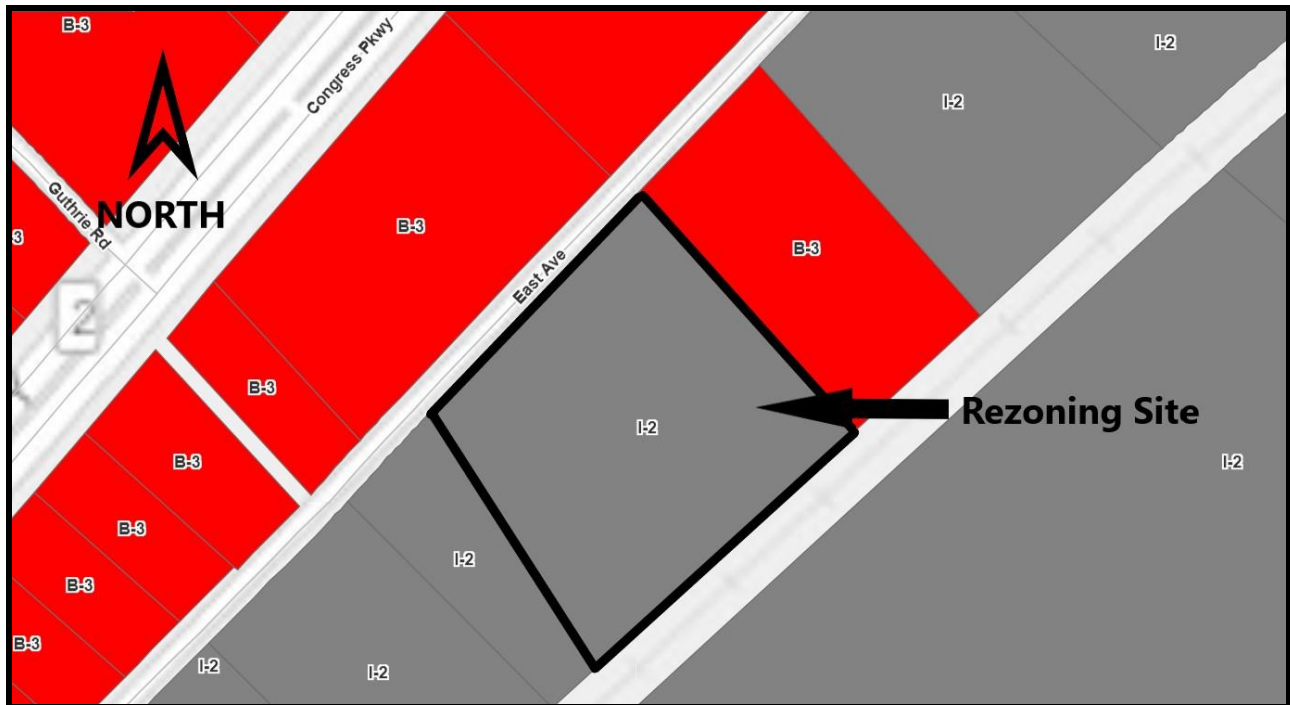
MOTION: To approve to recommend to City Council since Staff recommends it.

MADE: Eric Newberry

SECOND: Mark Lockmiller

VOTE: Unanimous

2. **Recommendation on rezoning request by Buddie Beavers** to change a parcel identified as Tax Map 047 Parcel 170.00 located on East Avenue from to I-2 Heavy Industrial District to B-3 Intensive Business District containing approximately 4 acres.



The owner is requesting this change to allow a commercial use that is not allowed in the I-2 Heavy Industrial zone on this parcel. There is B-3 located along the northeast side of East Street, and there is B-3 to the east of the site as well. The area is shown as Regional Commercial on the Future Land Use Map, so the request is in compliance with the growth plan of the city.

Staff recommends approval of the rezoning request from I-2 Heavy Industrial to B-3 Intensive Business.

RESOLUTION NO. 2022-xx

**A RESOLUTION TO NEGOTIATE AND PURCHASE A PORTION OF PROPERTY
FOR RIGHT-OF-WAY CONNECTION TO JAMISON ROAD**

WHEREAS, the Athens City Council has identified a need to purchase property for a right-of-way connection to the North side of the City's parcel located at 2115 Redfern Drive to Jamison Road; and

WHEREAS, the City's long-term plan for development and use of the property includes industrial development as well as establishing connectivity to the existing street system on the South side of the City's property located at 2115 Redfern Drive; and,

WHEREAS, the City has determined that a suitable right-of-way connection can be made by purchase of a portion of the 8.5-acre property currently belonging to the Anderson Trust identified as 048H A 001.00 on the tax map; and,

WHEREAS, the City has determined that purchase of 0.5 acres of the Anderson Property, more or less, is sufficient to make said right-of-way connection to Jamison Road that will meet all zoning and planning regulations and requirements for construction of an industrial roadway to include all associated infrastructure and utilities; and,

WHEREAS, the Athens City Council authorizes Mayor and Finance Director to negotiate and purchase the necessary portion of said property at a price of Twenty Thousand Dollars (\$20,000) per acre; and,

WHEREAS, the seller of the property shall be responsible for all unpaid taxes until date of sale, and the City of Athens shall be responsible for all property surveys/title searches, as needed to complete the sale; and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Athens, Tennessee, as follows:

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this 18th day of January, 2022, the City of Athens hereby officially approves and appropriates the sum not to exceed \$20,000 for the purchase transaction.

ON MOTION BY _____, **SECONDED BY**
_____, said Resolution was approved by roll call vote.

WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

H. CHRIS TREW, City Attorney

1. Recommendation on rezoning request for Aero Special-DBA by Andreas D

Montgomery on behalf of Johnathon and Eliza Mirabile to change a parcel identified as Tax Map 0065 Parcel 025.04 located on West Madison Avenue (HWY 39) from R-3 High Density Residential District to I-1 Light Industrial District containing approximately 6.25 acres.

Mr. Casteel stated that Mr. Montgomery was present to represent the Mirabile's. He had everyone to look at the last page of their packets where there was an electronic signature form that was sent by the realtor. The Mirabile's, who are in California, gave him the authorization to rezone this prior to the purchase of the property. He explained that this was discussed in the work session, and it is the last property as you go out Highway 39, past the Dennis Street Bridge, before you leave the City limits. This is the entrance to that subdivision in the County. Future land use does still show it as high density residential, but they did know when doing the land use plan that there were problems with the sewer in that area. There is a moratorium for sewer. Without sewer, high density residential is not a viable option. The landowner has looked at subdividing this into eight residential lots, but TDOT will not let them have that many driveway cuts. Whatever TDOT will allow, is what they will approve also. He wants to put an automotive detail shop there.

Mr. Montgomery said he has a couple of businesses he wants to put on there. Their first business is they restore cars, they also do upholstery. They have numerous types of equipment, vacuum molding, C&C equipment, to composite heat molding. They produce parts for different marine applications as well. They would like to move a facility there that is 75x150 feet dimensions; that will be their first building. The second one will be six months following. They are in the process of securing contracts with their suppliers, which will actually be dental chairs, dental accessories, and to renovate dental chairs, and therapeutic tables for the health care industry. That would go in behind that. At this time their first structure will be for the classic cars and classic boats that they restore. He may also put in an office down the road for another business they have in Cleveland, TN, where they manage aircraft. It would be home to those three locations. It would not be retail probably no more than 25-30 people on site. They will have an office there for consultation; that will be the extent of traffic come through there other than delivery trucks and parcel delivery and pickup.

Mr. Casteel said all those uses will be allowed in the Light Industrial Zone. What is going to really drive what can be there is the environmentalist when they get their septic permit. You have to have over five acres when you do septic, and this is 6.23, so it does meet the minimum lot size for Light Industrial and that is why he was saying because of the sewer issue, Light Industrial will better on this property than the R-3 and he think

anyone else would see this as well based on this staff report even though it does not align with the future land use plan. Staff recommends approval.

MOTION: To approve the request to recommend to City Council to rezoning request from R-3 to Light Industrial.

MADE: Eric Newberry

SECOND: Janice Hardaway

VOTE: Unanimous

MOTION PASSED

DRAFT

STAFF REPORT

ATHENS MUNICIPAL-REGIONAL PLANNING COMMISSION

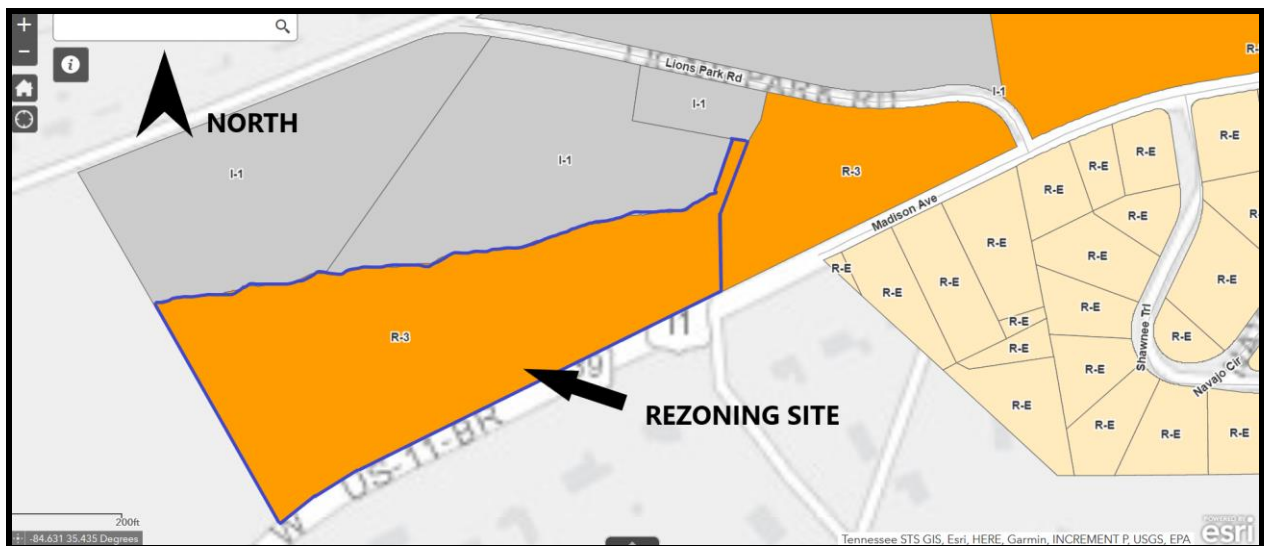
January 3, 2022

12:00 P.M.

CONFERENCE ROOM

NEW BUSINESS

1. **Recommendation on rezoning request for Aero Special-DBA by Andreas D Montgomery on behalf of Johnathon and Eliza Mirabile** to change a parcel identified as Tax Map 0065 Parcel 025.04 located on West Madison Avenue (HWY 39) from R-3 High Density Residential District to I-1 Light Industrial District containing approximately 6.25 acres.



The Property is on West Madison Avenue and is located on the City Limits Boundary. This property had constraints to developing in the R-3 High Density Residential Zone, because of access to sewer. While the Future Land Use Map shows this is as High Density Residential, it was unknown at the time the Land Use Plan was drafted that sewer was not available on this property. Therefore, the Light Industrial use would be better acclimated to the site because the sewer usage for the proposed car restoration and dental equipment use would be much less than a multifamily residential development. The 6.25 acres exceeds the minimum lot size requirement of 5 acres in the I-1 zone when no sewer is available. There is I-1 directly north of this site, so spot zoning is not an issue. **Staff recommends approval of the rezoning request to change the zoning from R-3 to I-1.**

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,'
SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE
THE PROPERTY LOCATED ON WEST MADISON AVENUE
FROM R-3 (HIGH DENSITY RESIDENTIAL) TO I-1 (LIGHT INDUSTRIAL DISTRICT) SAID AREA BEING
LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.**

BE IT ORDAINED BY THE CITY OF ATHENS, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; "Rezoning Request for Aero Special-DBA by Andreas D. Montgomery on behalf of Johnathon and Eliza Mirabile for Property located on West Madison Avenue (Tax Map 065 Parcel 025.04) from R-3 High Density Residential District to I-1 Light Industrial District" said property being within the corporate limits of Athens, Tennessee:

Area Description (R-3 to I-1)

The parcel to be rezoned from R-3 to I-1 is shown on McMinn County Tax Map as Tax Map 065 Parcel 025.04. The parcel is further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

SECTION 2. Any Ordinance, Resolution, Motion or parts thereof in conflict herewith are hereby repealed and superseded. If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and as provided by law. As required by TENNESSEE CODE ANNOTATED, Section 13-7-203, a Public Hearing subject to fifteen days' notice has been held, and this ordinance meets the requirements of TENNESSEE CODE ANNOTATED, Section 13-7-201 through 13-7-210, including the approval of all necessary agencies.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: _____

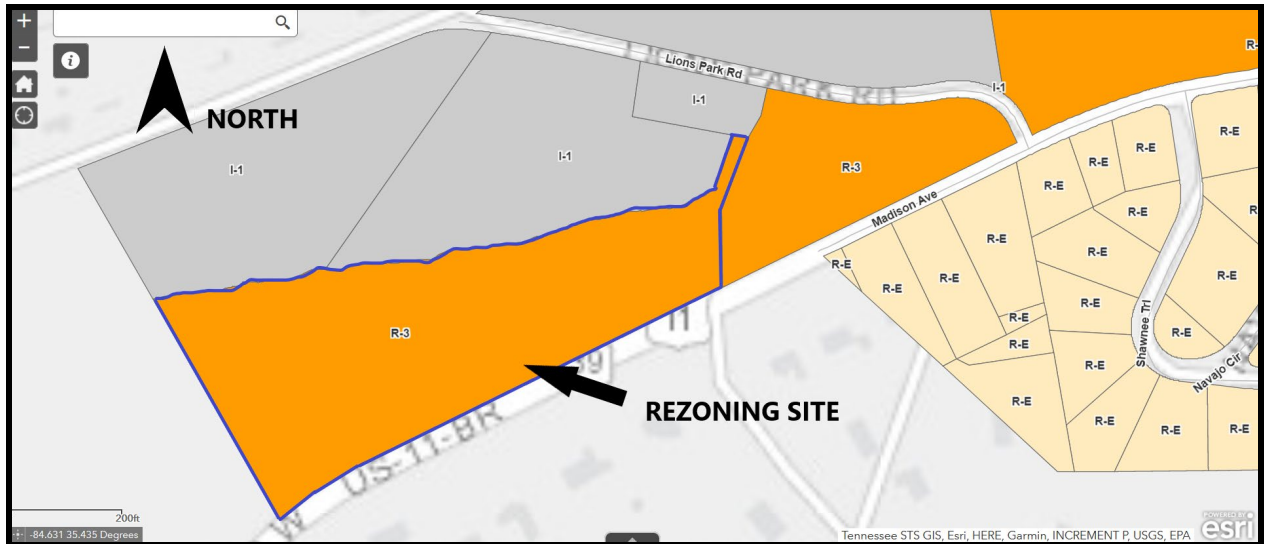
WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

H. CHRIS TREW, City Attorney

Rezoning Request for Aero Special-DBA by Andreas D. Montgomery on behalf of Johnathon and Eliza Mirabile for Property located on West Madison Avenue (Tax Map 065 Parcel 025.04) from R-3 High Density Residential District to I-1 Light Industrial District



2. Recommendation on accepting and naming Dupitt Circle into the City Street System

Vice-Chairperson Jona Garrett said they have a recommendation to name Dupitt Circle and accepting it into the City Street System.

Mr. Casteel said in their packet there were two memos from Ben Burchfield.

Mr. Burchfield said one was from him and the other was from April.

Mr. Casteel said there was also a recommendation from 911, that they got from Grant Kelley. He sent it to Marvin Kelley to ask him about it and they had already addressed the lots and what they were looking at was actually the addressing from 911, for the new lots. Based on the memos and 911's recommendation, Staff recommends that they add Dupitt Circle to the City of Athens inventory.

Mr. Lockmiller asked if that was going to be house numbers.

Mr. Casteel said yes.

Mrs. Hardaway asked if it was named for anyone.

Vice-Chairperson Garrett said it was named after Dr. Duggan the dentist and Jim Pitt.

MOTION: To accept Dupitt Circle into the City of Athens Street System.

MADE: Mark Lockmiller

SECOND: Amy Goodin

VOTE: Unanimous

MOTION PASSED

2. Recommendation on accepting and naming Dupitt Circle into the City Street System



MEMORANDUM

TO: Ben Burchfield, Public Works Director

FROM: April Johnston, Street Superintendent

DATE: December 21, 2021

SUBJECT: Dupitt Circle

I have been periodically inspecting the Tellico Meadows subdivision during construction and have had communication with McKinney Excavating with any issues that have come up. A Public Works team consisting of Lee Cook, Chris Womac, Ben Burchfield and I proof rolled the street twice on two separate dates. There is a maintenance bond in place for the next 18 months for this portion of the development. It is my recommendation that Dupitt Circle be accepted by Planning Commission to be placed into our street inventory. A full review of this portion of the development will be complete prior to the end of the maintenance bond to ensure there are no quality issues.



PUBLIC WORKS

MEMORANDUM

TO: Anthony Casteel, Community Development Director

FROM: Ben Burchfield, Public Works Director

DATE: December 21, 2021

SUBJECT: Recommendation of Acceptance of Dupitt Circle

I have received a memo from Street Superintendent April Johnston recommending acceptance of Dupitt Circle as constructed. As her memo mentions, Public Works has been involved in inspections throughout the course of construction. Public Works administration and St Construction staff also conducted two proof-roll tests on the street – the first of which identified several substandard areas in need of remediation. Mckinney Excavating was responsible for the construction & installation of the street base, stormwater infrastructure, and curb.

The second proof-roll test was satisfactory, and Caldwell Paving was given notice to proceed to pave the street. There are minor items that remain to be completed – namely thermoplastic stop bars and signage. The City is in possession of a letter-of-credit to be drawn upon in the event the developer's contractor fails to complete these items in a timely & satisfactory manner.

Additionally, the City is also in possession of a letter-of-credit to be drawn upon in the event there are quality/workmanship issues with the street construction with the next 18 months. The City fully intends to draw upon these funds if issues arise.

Notwithstanding, the Department submits its recommendation to accept Dupitt Circle into the street inventory to the Athens Regional Municipal Planning Commission.

If there are any questions – do not hesitate to contact me.

911 Recommendation

Hello,

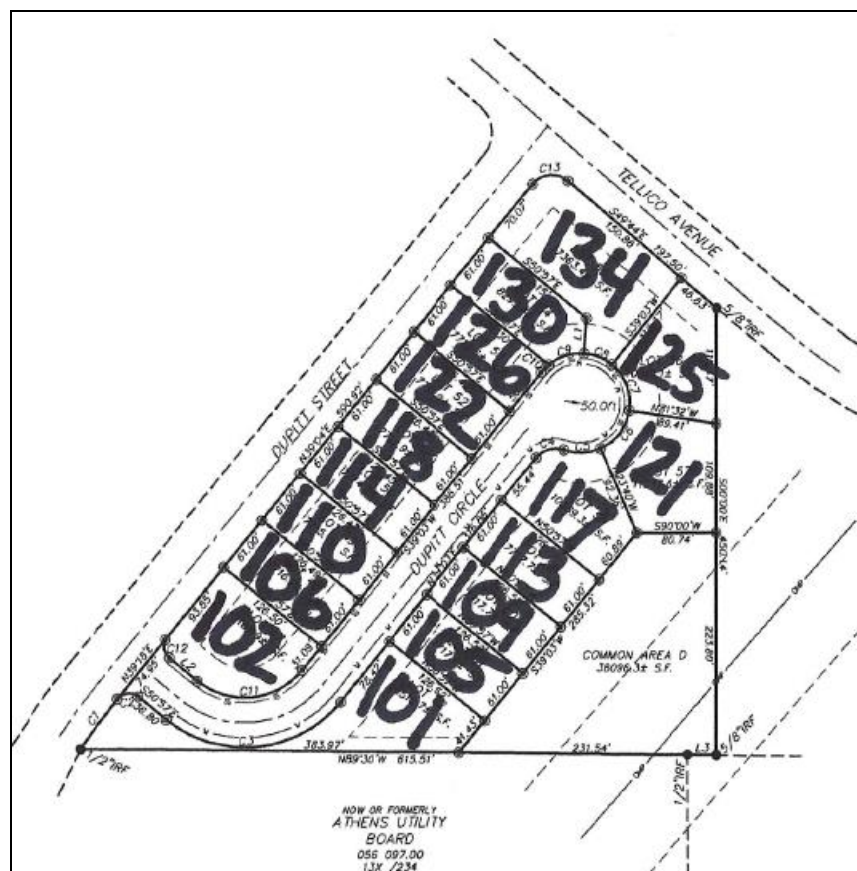
Thanks for the e mail. Naming the new street Dupitt Circle is fine with E911. We have already addressed the lots for the builder from the plat.

I have attached the addresses.

Thanks

Grant Kelley

E911 Addressing



Staff recommends added Dupitt Circle to the City of Athens Street Inventory

RESOLUTION NO. 2022-xx

**A RESOLUTION CONCERNING A PORTION OF ROADWAY LOCATED OFF DUPITT STREET,
BUILT TO CITY STANDARDS, TO BE NAMED 'DUPITT CIRCLE' AND ACCEPTING SAID STREET
INTO THE STREET SYSTEM OF THE CITY OF ATHENS, TENNESSEE.**

WHEREAS, the Athens Municipal Regional Planning Commission recommends the acceptance of approximately 500 feet of roadway named Dupitt Circle into the City street system; and

WHEREAS, the portion of the street named "Dupitt Circle" was recommended for acceptance by the Athens Municipal Regional Planning Commission at their regular meeting January 3, 2022; and

WHEREAS, all necessary agencies have approved the above stated street name and recommend its acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Athens, Tennessee, as follows:

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this 18th day of January, 2022, officially accepts the roadway and official names the street Dupitt Circle and incorporates it into the City of Athens street system.

ON MOTION BY _____, **SECONDED**
BY _____, said Resolution was approved by roll call vote and will take effect immediately.

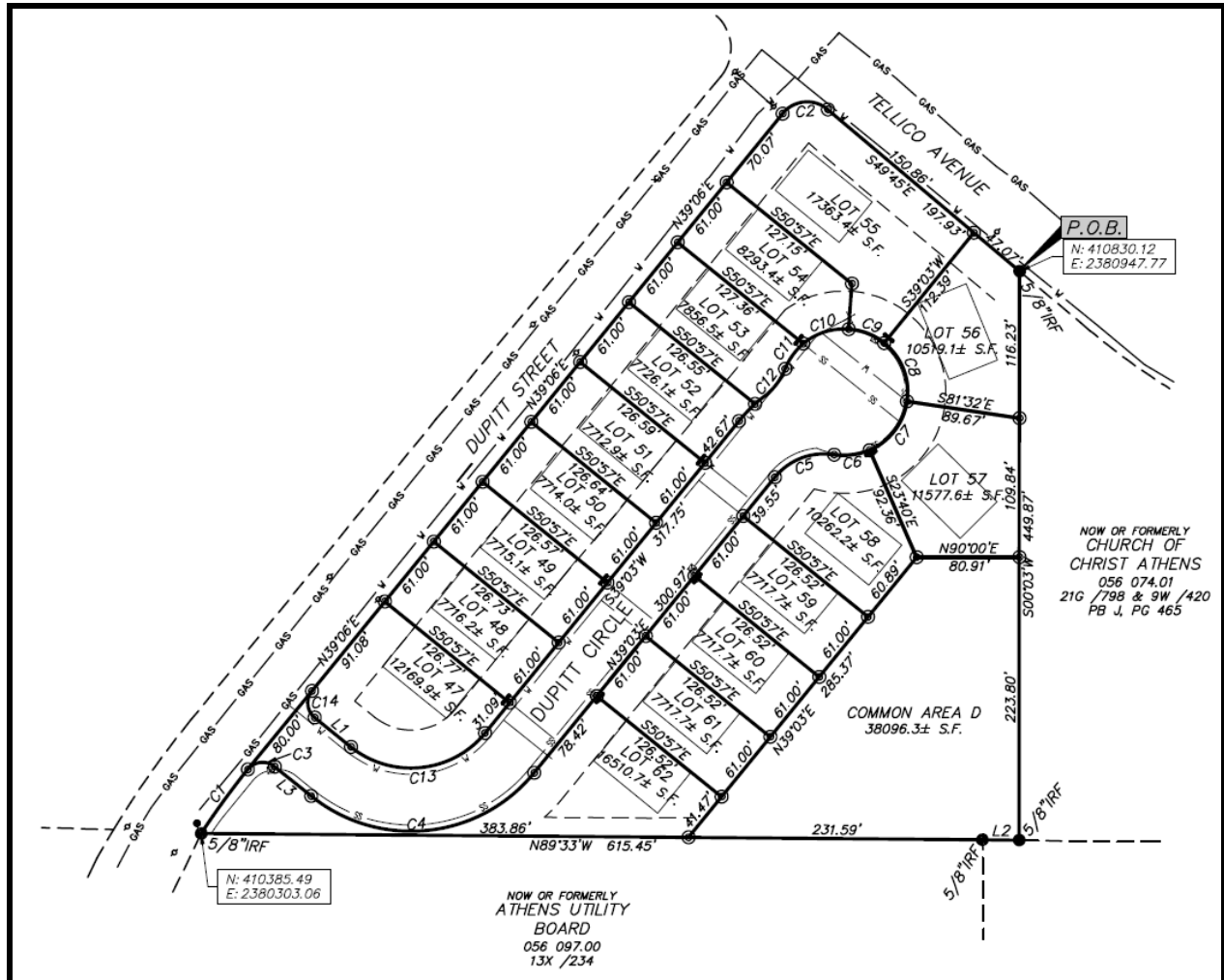
WILLIAM BO PERKINSON, Mayor

C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

CHRIS TREW, City Attorney

Dupitt Circle- Tellico Meadows Subdivision Phase I





City of Athens

4th Quarter Building Report

(October—December 2021)

Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder

PROJECT CODE RECAP FOR PERMITS ISSUED: 10/01/2021 TO 12/31/2021

Description	# of Permits	Fees	Value
ADDITION COMMERCIAL	3	1,697.00	419,230
INDUSTRIAL ADDITION	1	220.00	41,250
ELECTRIC	28	2,505.00	249,410
MECHANICAL	15	840.00	324,935
NEW COMMERCIAL	1	7,337.00	2,500,000
NEW GARAGE/STORAGE SHED	5	735.00	135,500
NEW RESIDENTIAL	18	11,715.00	2,939,376
PLUMBING	20	1,767.00	126,300
REMODEL/REPAIR COMMERCIAL	3	8,600.00	2,820,411
REMODEL/REPAIR RESIDENTIAL	1	300.00	60,000
SIGNS / BILLBOARDS	5	380.00	65,500
TOTALS	100	36096.00	9,681,912



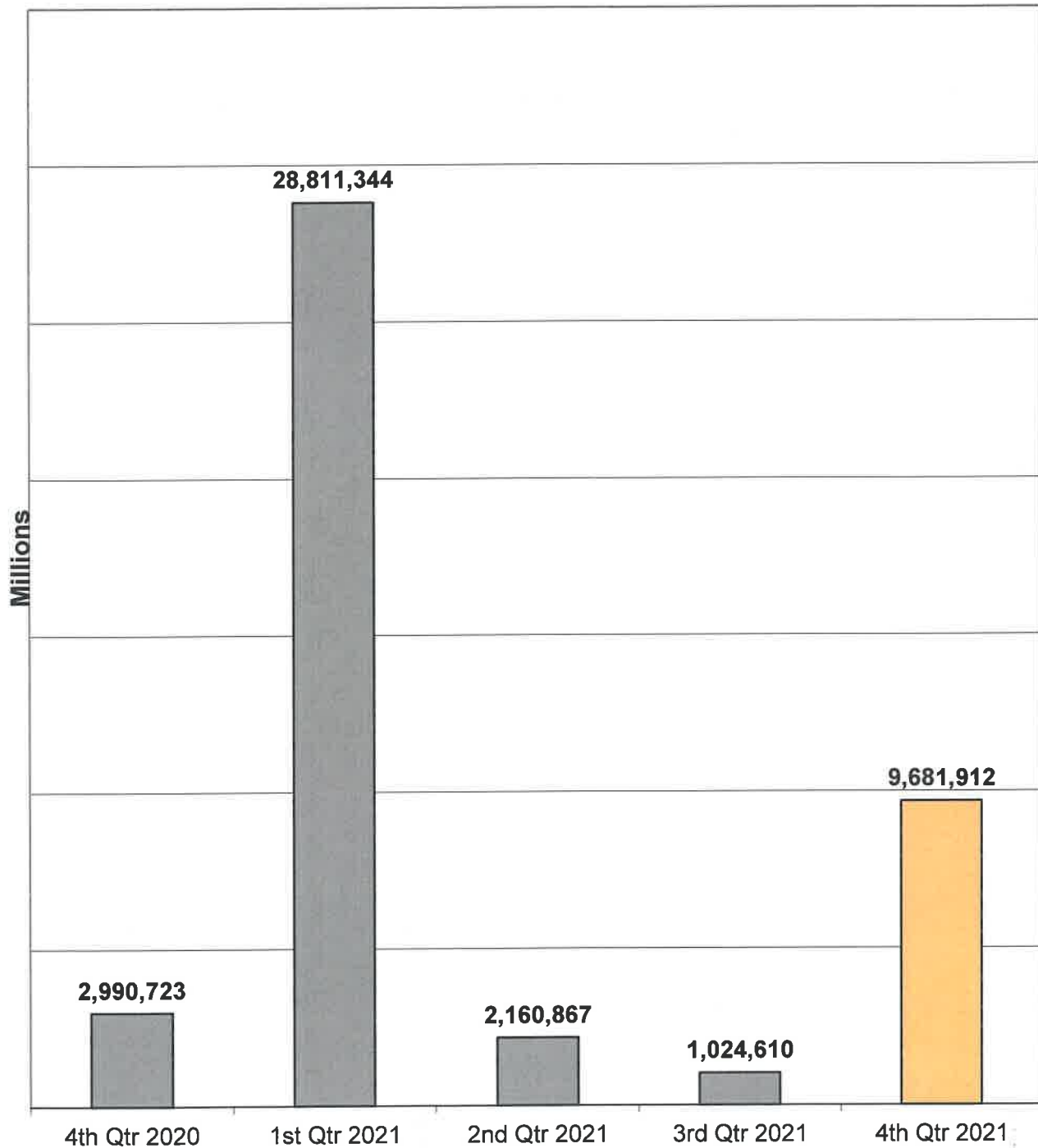
Community Development Department

Total Construction 2011-2021

Year	Permits	Total Construction
*2021	292	\$ 41,678,733.00
2020	298	\$ 30,358,571.00
2019	338	\$ 10,223,215.00
2018	376	\$ 19,151,511.00
2017	376	\$ 30,402,534.00
2016	322	\$ 23,200,545.00
2015	337	\$ 43,154,683.00
2014	356	\$ 14,338,919.00
2013	350	\$ 29,151,779.00
2012	384	\$ 11,938,585.00
2011	345	\$ 6,539,038.00
TOTAL		\$ 260,138,113.00

*Signifies Cumulative Quarterly Totals For Current Year
4th Quarter Total: \$9,681,912.00 Permit Totals: 100

City of Athens
Community Development Department
4th Quarter Building Permit Report
October - December 2021





City of Athens

Annual Building Report

(January - December 2021)

Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder

PROJECT CODE RECAP FOR PERMITS ISSUED: 1/01/2021 TO 12/31/2021

Description	# of Permits	Fees	Value
ADDITION COMMERCIAL	7	6,904.00	1,898,052
INDUSTRIAL ADDITION	2	800.00	181,250
ADDITION RESIDENTIAL	7	725.00	127,200
DEMOLITION OF BUILDING	1	55.00	8,500
ELECTRIC	116	9,400.00	1,563,378
MECHANICAL	43	3,255.00	2,939,328
MOBILE HOME	2	420.00	80,000
NEW COMMERCIAL	2	49,779.00	23,390,198
NEW GARAGE/STORAGE SHED	9	1,090.00	197,600
NEW RESIDENTIAL	35	20,207.00	4,942,429
PLUMBING	39	4,437.00	2,532,594
POOL INGROUND/ABOVE GROUND	3	455.00	83,975
REMODEL/REPAIR COMMERCIAL	7	10,809.00	3,378,411
REMODEL/REPAIR RESIDENTIAL	4	810.00	156,000
REROOF-COMMERCIAL	1	105.00	18,100
SIGNS / BILLBOARDS	14	1,065.00	181,718
TOTALS	292	110316.00	41,678,733

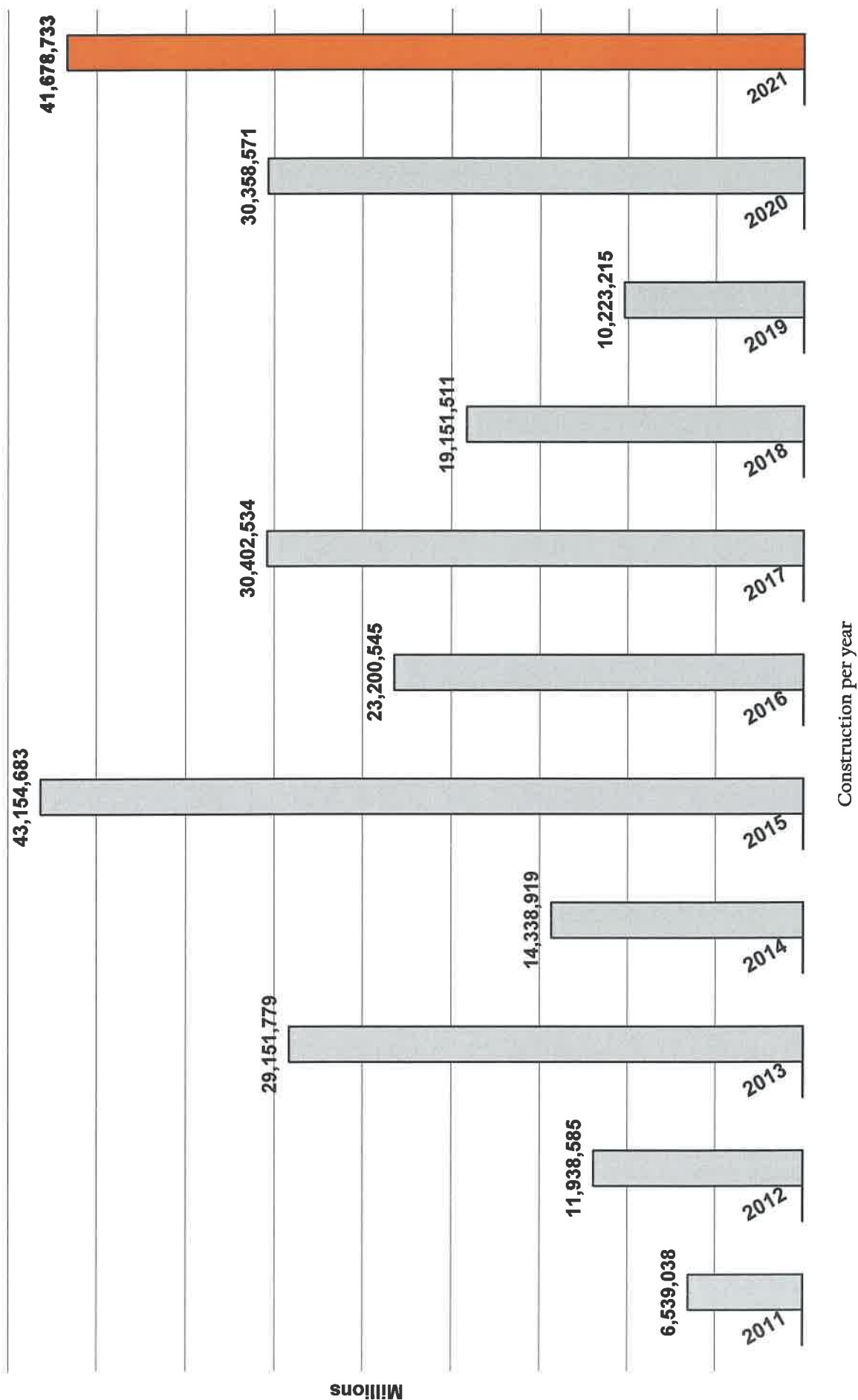


Community Development Department

Total Construction 2011-2021

Year	Permits		Total Construction
2021	292	\$	41,678,733.00
2020	298	\$	30,358,571.00
2019	338	\$	10,223,215.00
2018	376	\$	19,151,511.00
2017	376	\$	30,402,534.00
2016	322	\$	23,200,545.00
2015	337	\$	43,154,683.00
2014	356	\$	14,338,919.00
2013	350	\$	29,151,779.00
2012	384	\$	11,938,585.00
2011	345	\$	6,539,038.00
	TOTAL	\$	260,138,113.00

City of Athens
Community Development Department
Annual Building Permit Report
2011-2021





**City of Athens
Permit Fees
2020-2021**

<u>2020</u>		<u>2021</u>	
I. Building & Sign Permits Issued	91	I. Building & Sign Permits Issued	89
Total Construction Cost	\$26,047,438.00	Total Construction Cost	\$34,532,858.00
Total Fees Collected	\$76,514.00	Total Fees Collected	\$92,609.00
II. Electrical Permits Issued	112	II. Electrical Permits Issued	116
Total Value	\$1,082,711.00	Total Value	\$1,563,378.00
Total Fees Collected	\$7,565.00	Total Fees Collected	\$9,400.00
III. Plumbing Permits Issued	30	III. Plumbing Permits Issued	39
Total Value	\$1,299,928.00	Total Value	\$2,532,594.00
Total Fee Collected	\$2,724.00	Total Fee Collected	\$4,437.00
IV. Mechanical Permits Issued	54	IV. Mechanical Permits Issued	43
Total Value	\$1,395,994.00	Total Value	\$2,939,328.00
Total Fees Collected	\$3,815.00	Total Fees Collected	\$3,255.00
V. Demolition & Moving Permits Issued	3	V. Demolition & Moving Permits Issued	1
Total Value	\$5,500.00	Total Value	\$8,500.00
Total Fees Collected	\$75.00	Total Fees Collected	\$55.00
VI. Pool Permits Issued	7	VI. Pool Permits Issued	3
Total Value	\$221,500.00	Total Value	\$83,975.00
Total Fees Collected	\$1,165.00	Total Fees Collected	\$455.00
VI. Commercial Reroof	1	VI. Commercial Reroof	1
Total Value	\$305,500.00	Total Value	\$18,100.00
Total Fees Collected	\$1,078.00	Total Fees Collected	\$105.00
VII. Structure Other Than Building		VII. Structure Other Than Building	
Total Value		Total Value	
Total Fees Collected		Total Fees Collected	
Total Permits Issued	298	Total Permits Issued	292
Total Value	\$30,358,571.00	Total Value	\$41,678,733.00
Total Fees Collected	\$92,936.00	Total Fees Collected	\$110,316.00
VI. Tradesmen License Issued		VI. Tradesmen License Issued	
Plumbing	2	Plumbing	1
Electrical	3	Electrical	2
Mechanical	0	Mechanical	1
Fees Collected	\$125.00	Fees Collected	\$100.00

City of Athens Fire Dept

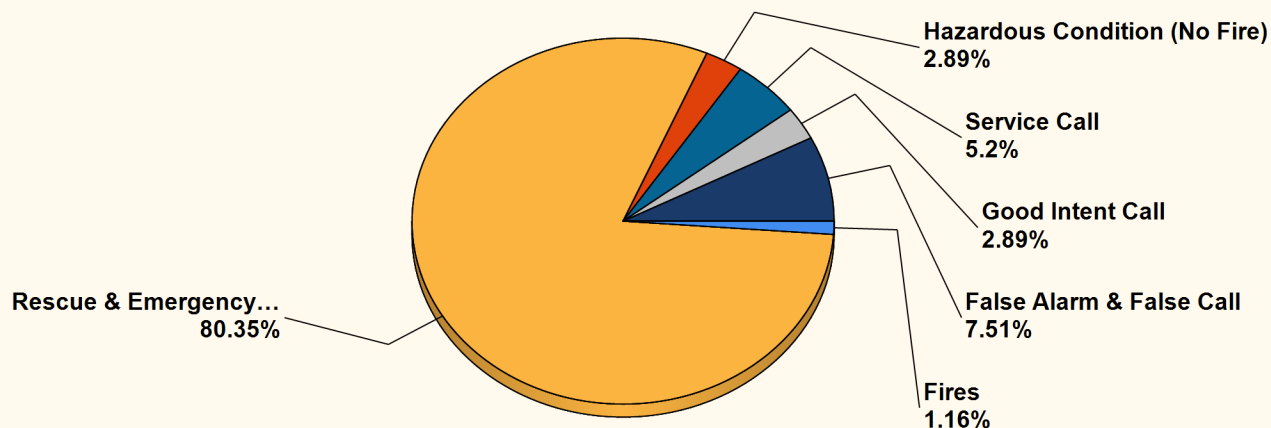
Athens, TN

This report was generated on 1/3/2022 10:56:06 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	1.16%
Rescue & Emergency Medical Service	139	80.35%
Hazardous Condition (No Fire)	5	2.89%
Service Call	9	5.2%
Good Intent Call	5	2.89%
False Alarm & False Call	13	7.51%
TOTAL	173	100%

377 total training hours
2 passed Commission Test
2 passed Fire Officer Week III
5 attended Fire Inspector's Conference
RIT training for all three shifts
Pump testing
Agility testing - added two new Fire Volunteers
Christmas parade
Santa Claus In Town

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	0.58%
151 - Outside rubbish, trash or waste fire	1	0.58%
311 - Medical assist, assist EMS crew	127	73.41%
322 - Motor vehicle accident with injuries	10	5.78%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.58%
324 - Motor vehicle accident with no injuries.	1	0.58%
400 - Hazardous condition, other	1	0.58%
440 - Electrical wiring/equipment problem, other	1	0.58%
441 - Heat from short circuit (wiring), defective/worn	1	0.58%
445 - Arcing, shorted electrical equipment	1	0.58%
462 - Aircraft standby	1	0.58%
511 - Lock-out	1	0.58%
522 - Water or steam leak	1	0.58%
531 - Smoke or odor removal	1	0.58%
551 - Assist police or other governmental agency	2	1.16%
561 - Unauthorized burning	3	1.73%
571 - Cover assignment, standby, moveup	1	0.58%
611 - Dispatched & cancelled en route	5	2.89%
733 - Smoke detector activation due to malfunction	1	0.58%
744 - Detector activation, no fire - unintentional	12	6.94%
TOTAL INCIDENTS:	173	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

City of Athens Fire Dept

Athens, TN

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Property Values versus Loss and Save per Incident for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
Totals:			\$0.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

City of Athens Fire Dept

Athens, TN

This report was generated on 1/3/2022 12:38:39 PM



Losses for Date Range

Start Date: 12/01/2021 | End Date: 12/31/2021

INCIDENT NUMBER	DATE	Incident Type	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS	TOTAL	% of Total
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Only REVIEWED incidents included



City of Athens Fire Dept

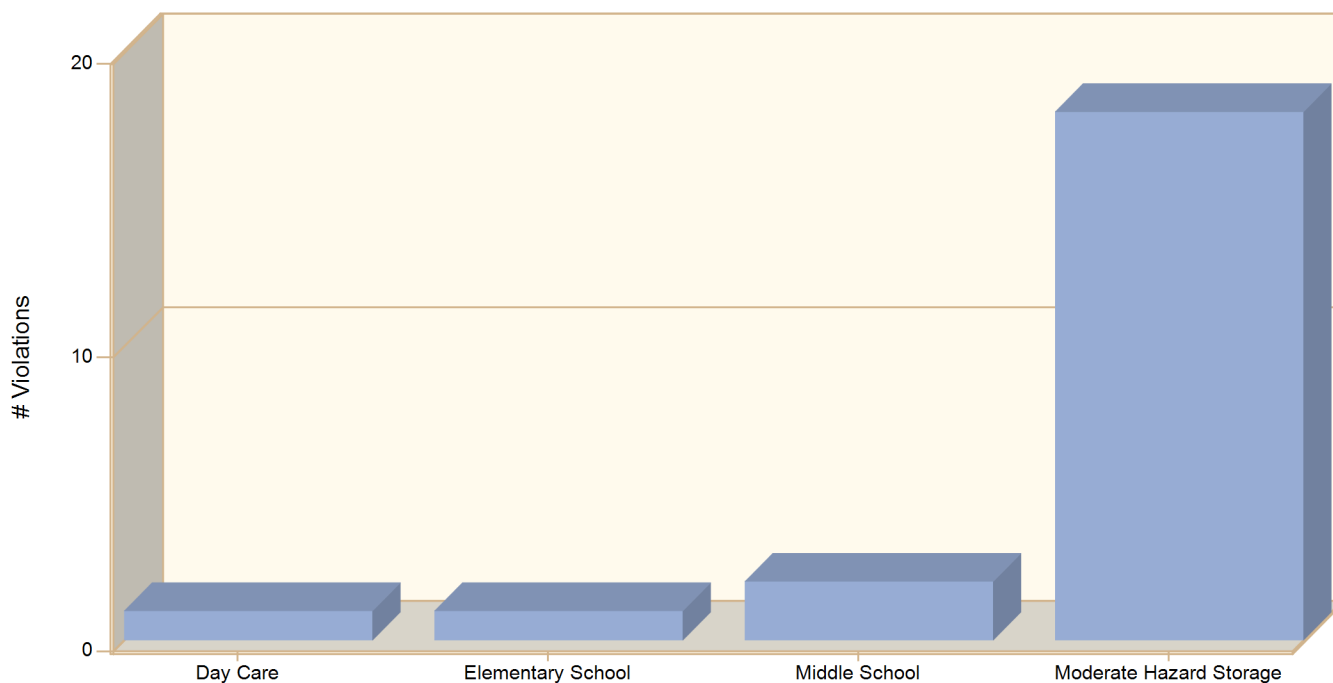
Athens, TN

This report was generated on 1/3/2022 12:42:07 PM



Count of Violations per Occupancy Type for Inspection Date Range

Inspection Observations: FAIL | Start Date: 12/01/2021 | End Date: 12/31/2021



OCCUPANCY TYPE	# VIOLATIONS
Day Care	1
Elementary School	1
Middle School	2
Moderate Hazard Storage	18
Total of Violations:	22

Total number of violations for LOCKED inspections that took place for the DATE RANGE provided for each Occupancy Type.

City of Athens Fire Dept

Athens, TN

This report was generated on 1/3/2022 2:37:36 PM



Completed Inspections per Inspection Type for Date Range

Occupancy Status: All | Start Date: 12/01/2021 | End Date: 12/31/2021

ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Alarm System Test						
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	12/14/2021	Parrott, Jonathan E	Passed	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	12/14/2021	Parrott, Jonathan E	Passed	
890	Tri County Center	3030 Lee HWY Athens, TN 37303	12/16/2021	Parrott, Jonathan E	Passed with Minor Violations	
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	12/16/2021	Parrott, Jonathan E	Passed	
243	City Park School	203 Keith LN Athens, TN 37303	12/16/2021	Eaton, Mike	Passed	
465	Ingleside Elementary School	200 Guille ST Athens, TN 37303	12/16/2021	Parrott, Jonathan E	Passed	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	12/16/2021	Eaton, Mike	Passed	
973	Westside School	700 Westside AVE Athens, TN 37303	12/16/2021	Eaton, Mike	Passed with Comments	
638	North City School	1601 Palos ST Athens, TN 37303	12/16/2021	Eaton, Mike	Passed	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	12/17/2021	Parrott, Jonathan E	Passed with Minor Violations	Alarm system did not call dispatch after alarm activation

Total # Inspections for Alarm System Test:

10

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Annual						
294	Denso 601	2400 Denso DR Athens, TN 37303	12/07/2021	Evans, Robert Tyler	Passed with Comments	
295	Denso 701	Denso Denso Athens, TN 37303	12/07/2021	Evans, Robert Tyler	Passed	
296	Denso 801	Denso Denso Athens, TN 37303	12/07/2021	Evans, Robert Tyler	Passed with Comments	
318	Dynasty Pool & Spa	101 Dynasty WAY #1 Athens , TN 37303	12/10/2021	Evans, Robert Tyler	Correction Notice Issued	
320	Dynasty Pool & Spa	101 Dynasty WAY #2 Athens, TN 37303	12/10/2021	Evans, Robert Tyler	Passed	
319	Dynasty Pool & Spa	101 Dynasty WAY #3 Athens, TN 37303	12/10/2021	Evans, Robert Tyler	Passed with Minor Violations	
Total # Inspections for Annual:					6	

Includes LOCKED inspections for both archived and unarchived occupancy records.

City of Athens Fire Dept

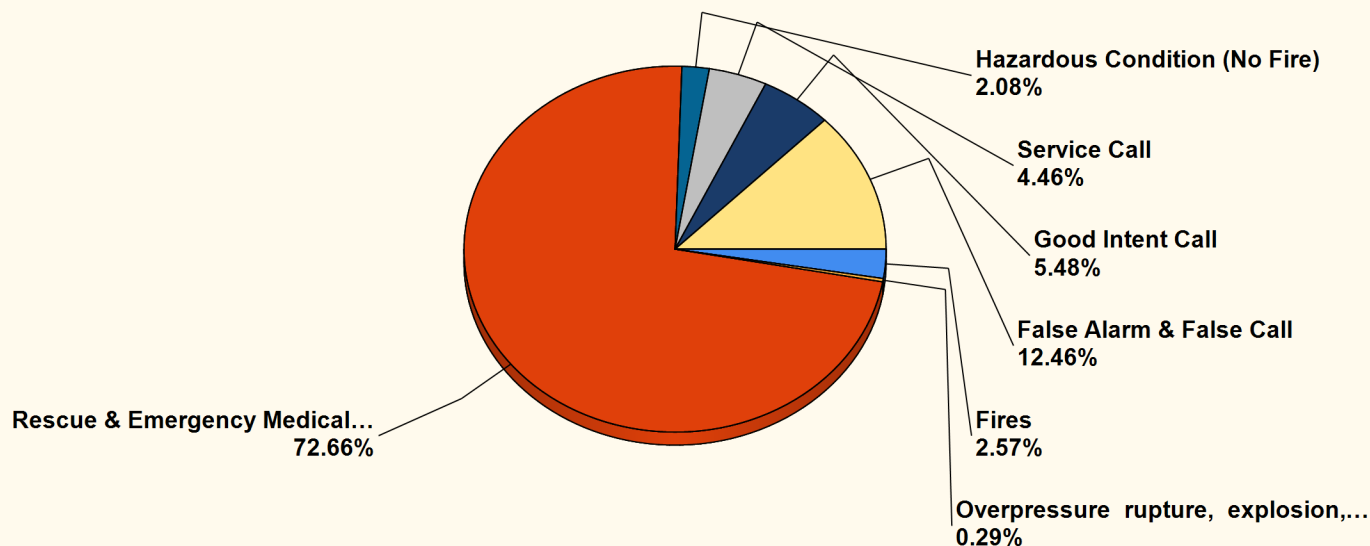
Athens, TN

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	53	2.57%
Overpressure rupture, explosion, overheating - no fire	6	0.29%
Rescue & Emergency Medical Service	1499	72.66%
Hazardous Condition (No Fire)	43	2.08%
Service Call	92	4.46%
Good Intent Call	113	5.48%
False Alarm & False Call	257	12.46%
TOTAL	2063	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	14	0.68%
112 - Fires in structure other than in a building	1	0.05%
113 - Cooking fire, confined to container	3	0.15%
114 - Chimney or flue fire, confined to chimney or flue	2	0.1%
118 - Trash or rubbish fire, contained	6	0.29%
123 - Fire in portable building, fixed location	1	0.05%
130 - Mobile property (vehicle) fire, other	2	0.1%
131 - Passenger vehicle fire	7	0.34%
132 - Road freight or transport vehicle fire	1	0.05%
140 - Natural vegetation fire, other	2	0.1%
141 - Forest, woods or wildland fire	1	0.05%
142 - Brush or brush-and-grass mixture fire	3	0.15%
143 - Grass fire	3	0.15%
150 - Outside rubbish fire, other	1	0.05%
151 - Outside rubbish, trash or waste fire	2	0.1%
154 - Dumpster or other outside trash receptacle fire	3	0.15%
162 - Outside equipment fire	1	0.05%
200 - Overpressure rupture, explosion, overheat other	2	0.1%
251 - Excessive heat, scorch burns with no ignition	4	0.19%
311 - Medical assist, assist EMS crew	1325	64.23%
320 - Emergency medical service, other	2	0.1%
321 - EMS call, excluding vehicle accident with injury	5	0.24%
322 - Motor vehicle accident with injuries	145	7.03%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.05%
324 - Motor vehicle accident with no injuries.	16	0.78%
341 - Search for person on land	1	0.05%
350 - Extrication, rescue, other	2	0.1%
352 - Extrication of victim(s) from vehicle	2	0.1%
400 - Hazardous condition, other	5	0.24%
411 - Gasoline or other flammable liquid spill	1	0.05%
412 - Gas leak (natural gas or LPG)	6	0.29%
413 - Oil or other combustible liquid spill	1	0.05%
421 - Chemical hazard (no spill or leak)	1	0.05%
422 - Chemical spill or leak	1	0.05%
423 - Refrigeration leak	1	0.05%
440 - Electrical wiring/equipment problem, other	4	0.19%
441 - Heat from short circuit (wiring), defective/worn	3	0.15%
443 - Breakdown of light ballast	1	0.05%
444 - Power line down	3	0.15%
445 - Arcing, shorted electrical equipment	6	0.29%
462 - Aircraft standby	9	0.44%
480 - Attempted burning, illegal action, other	1	0.05%
510 - Person in distress, other	1	0.05%
511 - Lock-out	2	0.1%
522 - Water or steam leak	1	0.05%
531 - Smoke or odor removal	2	0.1%
540 - Animal problem, other	1	0.05%
550 - Public service assistance, other	7	0.34%
551 - Assist police or other governmental agency	39	1.89%
552 - Police matter	3	0.15%
553 - Public service	7	0.34%
554 - Assist invalid	2	0.1%
561 - Unauthorized burning	24	1.16%
571 - Cover assignment, standby, moveup	3	0.15%
600 - Good intent call, other	8	0.39%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
611 - Dispatched & cancelled en route	66	3.2%
622 - No incident found on arrival at dispatch address	6	0.29%
631 - Authorized controlled burning	4	0.19%
641 - Vicinity alarm (incident in other location)	1	0.05%
650 - Steam, other gas mistaken for smoke, other	1	0.05%
651 - Smoke scare, odor of smoke	23	1.11%
653 - Smoke from barbecue, tar kettle	1	0.05%
671 - HazMat release investigation w/no HazMat	3	0.15%
700 - False alarm or false call, other	8	0.39%
710 - Malicious, mischievous false call, other	4	0.19%
721 - Bomb scare - no bomb	1	0.05%
730 - System malfunction, other	1	0.05%
733 - Smoke detector activation due to malfunction	2	0.1%
735 - Alarm system sounded due to malfunction	3	0.15%
743 - Smoke detector activation, no fire - unintentional	4	0.19%
744 - Detector activation, no fire - unintentional	221	10.71%
745 - Alarm system activation, no fire - unintentional	12	0.58%
746 - Carbon monoxide detector activation, no CO	1	0.05%
TOTAL INCIDENTS:	2063	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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City of Athens Fire Dept

Athens, TN

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Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2021 | End Date: 12/31/2021

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2021-90	\$72,800.00	\$7,000.00	\$65,800.00
2021-128	\$54,200.00	\$1,000.00	\$53,200.00
2021-196	\$12,907,800.00	\$18,000.00	\$12,889,800.00
2021-255	\$1,500,000.00	\$1,500,000.00	\$0.00
2021-269	\$500.00	\$500.00	\$0.00
2021-280	\$59,000.00	\$59,000.00	\$0.00
2021-320	\$250.00	\$250.00	\$0.00
2021-524	\$14,500.00	\$3,000.00	\$11,500.00
2021-543	\$25,000.00	\$25,000.00	\$0.00
2021-543	\$210,000.00	\$3,000.00	\$207,000.00
2021-635	\$6,450,000.00	\$25,000.00	\$6,425,000.00
2021-753	\$275,000.00	\$125,000.00	\$150,000.00
2021-796	\$500.00	\$0.00	\$500.00
2021-916	\$572,700.00	\$400.00	\$572,300.00
2021-919	\$9,150.00	\$9,150.00	\$0.00
2021-983	\$942,100.00	\$5,000.00	\$937,100.00
2021-1103	\$6,200.00	\$3,200.00	\$3,000.00
2021-1150	\$111,100.00	\$20,000.00	\$91,100.00
2021-1193	\$3,000.00	\$100.00	\$2,900.00
2021-1196	\$8,000.00	\$1,000.00	\$7,000.00
2021-1263	\$85,600.00	\$53,000.00	\$32,600.00
2021-1292	\$100,000.00	\$0.00	\$100,000.00
2021-1330	\$500.00	\$500.00	\$0.00
2021-1406	\$126,500.00	\$126,500.00	\$0.00
2021-1744	\$2,500.00	\$900.00	\$1,600.00
2021-1782	\$400,500.00	\$5,500.00	\$395,000.00
Totals:	\$23,937,400.00	\$1,992,000.00	\$21,945,400.00

Both the PRE-INCIDENT VALUE and LOSSES columns are the summation of the respective Property and Contents fields as recorded on the Basic Info 5 screen of an incident. Only REVIEWED incidents included. EMS incidents excluded.

City of Athens Fire Dept

Athens, TN

This report was generated on 1/3/2022 2:41:28 PM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 01/01/2021 | EndDate: 12/31/2021

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Automatic aid given				
05/04/2021	2021-704	108 COUNTY RD 177	130 - Mobile property (vehicle) fire, other	ST2 - Athens Fire Station 2
08/04/2021	2021-1266	N Interstate 75	352 - Extrication of victim(s) from vehicle	ST2 - Athens Fire Station 2

Percentage of Total Incidents: 0.10%

AID TYPE: Mutual aid given				
02/08/2021	2021-213	Highway 11	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
02/25/2021	2021-309	325 Euchee LN	551 - Assist police or other governmental agency	ST1 - Athens Fire Station 1
03/16/2021	2021-431	47.2 S Interstate 75	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
03/29/2021	2021-506	S Interstate 75	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
04/05/2021	2021-539	114 COUNTY RD 450	142 - Brush or brush-and-grass mixture fire	ST1 - Athens Fire Station 1
05/24/2021	2021-842	132 COUNTY RD 370	150 - Outside rubbish fire, other	ST1 - Athens Fire Station 1
08/03/2021	2021-1255	555 S Ocoee ST	551 - Assist police or other governmental agency	ST1 - Athens Fire Station 1
08/12/2021	2021-1331	300 INTERSTATE 75	132 - Road freight or transport vehicle fire	ST2 - Athens Fire Station 2
09/21/2021	2021-1570	107 N AMHURST PL	111 - Building fire	ST1 - Athens Fire Station 1
10/02/2021	2021-1634	100 County Road 263	611 - Dispatched & cancelled en route	ST1 - Athens Fire Station 1
10/12/2021	2021-1691	3003 HIGHWAY 11	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
11/19/2021	2021-1911	351 River Road RD	551 - Assist police or other governmental agency	ST2 - Athens Fire Station 2
11/23/2021	2021-1925	3585 N Highway 68	611 - Dispatched & cancelled en route	ST1 - Athens Fire Station 1
12/23/2021	2021-2098	100 Robison ST	571 - Cover assignment, standby, moveup	ST1 - Athens Fire Station 1
12/29/2021	2021-2130	539 COUNTY RD 422	323 - Motor vehicle/pedestrian accident (MV Ped)	ST1 - Athens Fire Station 1

Percentage of Total Incidents: 0.73%

AID TYPE: Mutual aid received				
02/16/2021	2021-255	714 CLARK ST	111 - Building fire	ST2 - Athens Fire Station 2
04/06/2021	2021-543	1307 E MADISON AV	111 - Building fire	ST1 - Athens Fire Station 1
04/06/2021	2021-543	1307 E Madison AVE	111 - Building fire	ST1 - Athens Fire Station 1

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
04/06/2021	2021-549	2635 Decatur PIKE	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
05/01/2021	2021-690	2405 DECATUR PIKE	462 - Aircraft standby	ST2 - Athens Fire Station 2

Percentage of Total Incidents:

0.24%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.



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FIRE DEPARTMENT

EMS RESPONSE REPORT

December 2021

<u>Date</u>	<u>CAD #</u>	<u>EMS Response Location</u>
12/02/2021	1988	not available
12/04/2021	1997	none in county
12/08/2021	2017	Sweetwater
12/09/2021	2024	Etowah
12/11/2021	2040	Etowah
12/12/2021	2044	Monroe County
12/15/2021	2061	Etowah
12/25/2021	2108	Riceville
12/29/2021	2125	Etowah
12/29/2021	2126	Etowah
12/29/2021	2133	Etowah
12/30/2021	2141	Riceville
12/31/2021	2143	Loudon
12/31/2021	2146	Etowah

City of Athens Fire Department responded to 127 Medical Calls. EMS responded from outside the City of Athens 14 times

Police Department Report to City Manager Offense Statistics

Classification of Offenses

Offenses Reported

Part I - Crimes Against Persons	This Month	This Year	Last Year to Date
1. Homicide	0	2	1
2. Sex Offense	1	16	18
3. Robbery	0	5	13
4. Assault	29	204	155
Part II - Crime Against Property			
5. Burglary	5	116	100
6. Theft	42	585	571
7. Motor Vehicle Theft	8	92	72
Moving Violations	134	2787	1195
Drugs	17	355	344
Arrests	68	1248	919
Total calls for service	1,310	20,504	17,766

Traffic Accident Statistics

Accidents

Injuries

	This Month	This Year	Last Year to Date		This Month	This Year	Last Year to Date
Vehicle	49	615	571		9	144	107
Pedestrian	0	4	5		1	1	1
Other	0	53	120		0	10	16
Total	49	672	696		10	155	124
**Priv. Prop.	10	299	244		0	1	6

Fatality

Employment

This Month	0
This Year	2
Last Year	1

Authorized Sworn Positions	34
Current Sworn Positions Filled	30
Police Dept. Vacancies	4

Prepared:
Jason B. Garren
Deputy Chief

Submitted:
Fred K. Schultz
Chief of Police

**** Private Property accidents/injuries are included in above totals.**

Monthly Overtime Report for Patrol Division December 2021

Late Shift: 63.50 hours

(reports, late arrests, late calls, early shift calls, raids, assignments)

Manpower: 27.00 hours

(fill in for sick leave, vacations, training)

Court: 8.00 hours

General Sessions: 2.00

City: 2.50

Criminal: 00.00

Civil: 00.00

Juvenile: 00.00

Grand Jury: 3.50

Training: 155.75 hours

Special Assignments: 80.00 hours

Meeting: 24.00

THSO: 12.00

Parade: 44.00

Total hours for the month: 334.25 hours

Total expenditure for patrol overtime for the month: \$6,399.50

Total budgeted for patrol overtime for the month: \$5,000.00

Athens Municipal Court
DISPOSITION COUNT

12/01/2021 to 12/31/2021

Disp. Code Id Disp. Code Name

(9)	Dismissed	<u>11</u>
(10)	Dismissed after Drv Safety Course	<u>26</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>8</u>
(19)	Paid in Full	<u>142</u>
(21)	Plea Guilty/ as charged	<u>47</u>
(25)	Plea Not Guilty, set for trail	<u>6</u>

Total Dispositions: 240

Athens Police Department

Amber Harrell

False Alarm Sheet
December 2021

There were 23 alarms this month.

18 were not charged. This leaves only 5 chargeable.

This month 23 Last year this month 38

MONEY COLLECTED FOR FINANCE ON WARRANTS

This month \$00.00