



## CITY COUNCIL

### AGENDA

Tuesday, April 19, 2022, 6:00 P.M.

**I. CALL TO ORDER**

**II. INVOCATION. VICE MAYOR LOCKMILLER**

**III. PLEDGE OF ALLEGIANCE**

**IV. ROLL CALL**

**V. APPROVAL OF MINUTES**

- (1-4) a.) March 15, 2022 – Regular Meeting

**VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS**

- (5) a.) Athens Middle School Update. **MIKE SIMMONS**  
b.) Miscellaneous Correspondence

**VII. CONSENT AGENDA**

- (6-7) a.) Approve recommendation to award bid for mowing and maintenance of Athens cemeteries to Total Lawn Care. **JAMES GALLUP**  
(8-28) b.) Approve proposal and contract with Gresham Smith for professional services for STBG paving. **BEN BURCHFIELD**  
(29-39) c.) Approve proposal and contract with Stantec for the Public Safety Training Facility. **BEN BURCHFIELD**  
(40) d.) Approve a one-time Cost-of-Living adjustment for current retirees. **C. SETH SUMNER**

**VIII. ORDINANCES**

- a.) None

**IX. OLD BUSINESS**

- a.) None

**X. NEW BUSINESS**

- (41-42) a.) Proposed ordinance altering free parking time limit. **VICE MAYOR LOCKMILLER**

**XI. REPORTS**

- (43-46) a.) Community Development Quarterly Report. **ANTHONY CASTEEL**
- (47-56) b.) Finance Department Report. **MIKE KEITH**
- (57-70) c.) Fire Department Report. **BRANDON AINSWORTH**
- (71-74) d.) Police Department Report. **FRED SCHULTZ**

**XII. REQUESTS FROM CITIZENS**

**XIII. REPORT FROM THE CITY MANAGER**

**XIV. ADJOURNMENT**

# ATHENS CITY COUNCIL MINUTES OF MEETING

March 15, 2022

The Athens City Council met in regular session on Tuesday, March 15, 2022, at 6:00 p.m. with Mayor Perkinson presiding. The invocation was given by Council Member Curtis; and upon roll call, the following members were present:

Curtis, Witt-McMahan, Lockmiller, Perkinson

*Council Member Pelley was attending the National League of Cities (NLC) Congressional City Conference in Washington, D.C. and was unable to attend the meeting.*

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

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## APPROVAL OF MINUTES

The Minutes of the February 15, 2022 regularly scheduled meeting were submitted and approved by unanimous consent.

- 2 -

## COMMUNICATIONS AND SPECIAL PRESENTATIONS

### NORTH CITY SCHOOL UPDATE

Angel Hardaway, Principal at North City School, provided an update on the school activities and thanked the City for all they do in support of Athens City Schools.

- 3 -

### PRESENTATION OF PROCLAMATION – CASA CORRIDOR DAY

Mayor Perkinson presented a proclamation proclaiming March 31, 2022 as CASA Corridor Day in Athens and encouraging all citizens to join in celebrating the accomplishments of CASA Corridor of East Tennessee. Council Member Curtis, President of CASA, Council Member Witt-McMahan, Executive Director of CASA, and Meredith Willson, Treasurer of CASA, were present to accept the proclamation.

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### EMPLOYEE OF THE QUARTER

City Manager Sumner presented “Employee of the Quarter” awards for the second quarter of 2022 to Buster Thompson, Joel Church, Dale Wallis, Anthony Standridge, Cole Patton, and LT Cantrell. The Sanitation division has been faced with staffing challenges, an increase in collections, and significant delays at the landfill. These men stepped up to make sure the citizens of Athens always had their garbage

picked up. Even when dealing with COVID exposures, these men came to work, stayed alone in their vehicles picking up trash and then leaving so as not to risk exposing others.

- 5 -

PRESENTATION OF INTERNATIONAL CITY/COUNTY MANAGEMENT (ICMA) SERVICE AWARD TO KEVIN HELMS

City Manager Sumner presented Kevin Helms, Project Manager, with the International City/County Manager (ICMA) Service Award for 25 years of service in the profession.

- 6 -

MISCELLANEOUS CORRESPONDENCE

Mayor Perkinson acknowledged receipt of a thank you card addressed to City Manager Sumner from the Heart and Home Family and Community Education (FCE) Club thanking everyone for all they do for our community.

- 7 -

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 Resolution No. 2022-07 to increase the award for Surface Transportation Block Grant (STBG) Paving to Rogers Group, Inc.
- b.) Approve purchase of a replacement street sweeper and declare existing vehicle (Asset No. 4313) as surplus, to be sold on GovDeals after receipt of sweeper.
- c.) Approve purchase of a replacement tractor and mowing unit and declare existing equipment (Asset Nos. 4124 and 4128) as surplus, to be sold on GovDeals after receipt of equipment.
- d.) Approve recommendation to award bid for Mowing & Maintenance of Athens parks properties to Huggins Lawn Care.
- e.) Approve request to enter negotiations with Stantec for Architectural and Engineering (A & E) Services for the Public Safety Training Facility.
- f.) Approve request to enter negotiations with Gresham Smith for STBG engineering services.
- g.) Approve Resolution No. 2022-08 designating Fair Housing Month in the City of Athens.
- h.) Approve Resolution No. 2022-09 authorizing submission of grant application through the Governor's Highway Safety Program.
- i.) Approve auditors for City of Athens, Athens Utilities Board, City School System for Fiscal Years 2022 and 2023.

Mayor Perkinson asked for a motion. **Council Member Curtis moved, Council Member Witt-McMahan seconded, that the Consent Agenda as stated above be approved.** Roll call vote:

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

**NAYS:** None

**ABSENT:** Pelley

- 8 -

ORDINANCES

None

- 9 -

OLD BUSINESS

APPROVAL OF PROPOSAL FOR DESIGN AND CONSTRUCTION OF CITY WAYFINDING SIGNS

Mayor Perkinson asked for a motion. **Council Member Witt-McMahan moved, Vice Mayor Lockmiller seconded, to approve the proposal by Hacker Sign for the design and construction of City Wayfinding Signs.** Roll call vote:

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

**NAYS:** None

**ABSENT:** Pelley

- 10 -

NEW BUSINESS

None

- 11 -

REPORTS

FINANCE DEPARTMENT REPORT

Mr. Mike Keith, Finance Director, presented the Finance Department Report for the month of February 2022. The report was accepted as presented.

- 12 -

FIRE DEPARTMENT REPORT

Fire Chief Brandon Ainsworth presented the Fire Department Report for the month of February 2022. The report was accepted as presented.

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POLICE DEPARTMENT REPORT

Interim Chief Fred Schultz presented the Police Department Report for the month of February 2022. The report was accepted as presented.

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REQUESTS FROM CITIZENS

Glenn Whiting, 237 County Road 655, requested the City hire outside counsel to address Council Member Pelley's issues. Vice Mayor Lockmiller stated that both he and Council Member Witt-McMahan had requested an outside investigator to investigate Council Member Pelley's request and Council Member Pelley told them no.

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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.

In response to a request from Mr. Dan Anderson of Riceville for an apology from City Manager Sumner, City Manager Sumner read in its entirety the apology letter he had sent to him. He noted that he had tried to issue an apology at both the October and December 2022 City Council meetings, but Mr. Anderson had left the meeting before he had a chance to speak. It was City Manager Sumner's hope that the written and now the verbal apologies would bring Mr. Anderson comfort.

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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 6:51 p.m.

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WILLIAM BO PERKINSON, Mayor

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C. SETH SUMNER, City Manager



MADE WITH PAPER FROM  
WELL-MANAGED FORESTS

Thank  
You

FOR YOUR  
EXPRESSION  
OF SYMPATHY

With  
Special Thanks  
This extra-special  
Thank-You note sent to  
you today Holds more  
appreciation than any  
words can say...  
For you're among the  
nicest people I have  
ever known, and you'll  
never be forgotten  
for the Thoughtfulness  
You've shown.

Thanks 2022  
for Everything  
Ralph Swafford  
and  
Family



## ADMINISTRATIVE SERVICES

### MEMORANDUM

TO: C. Seth Sumner, City Manager  
FROM: James A. Gallup, Assistant to the City Manager  
DATE: March 06, 2022  
RE: Recommendation for Award for RFB#1724

1. The City of Athens recently held a formal solicitation for sealed bids for **RFB #1724 – Mowing & Maintenance of Athens Cemeteries**. Two vendors submitted for this contract and were asked to submit an annual rate for consideration. Their submittals are recorded on the attached bid tabulation.
2. The low bidder was **Total Lawn Care** and is the city's current contractor for mowing & maintenance whose contract expires this month. They have a proven record of responsiveness and responsibility to our requirements.
3. Therefore, the Purchasing Division recommends re-awarding this contract to Total Lawn Care for their bid submittal of **\$36,000** per year.
4. I would be happy to discuss this memorandum at your convenience.





## COMMUNITY DEVELOPMENT

**DATE BIDS ADVERTISED:** Saturday, March 19, 2022

1724

**DATE BIDS RECEIVED:** Monday, April 4, 2022

[illegible]

815 N. JACKSON STREET ATHENS, TN 37303 • (423) 462-1036 • PURCHASING@ATHENSTN.GOV



## PUBLIC WORKS

**TO:** C. Seth Sumner, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** April 6, 2022  
**SUBJECT:** Engineering Services for STBG Paving Project

### Scope

This project is funded at 80% using our federal transportation funding designated for use on streets meeting certain functional criteria with the remainder of the project funded with local funds. The project will entail milling and paving of asphalt on several streets based upon the department's street condition survey. It may also address drainage and pedestrian infrastructure if they are directly related to the paving project, and it is determined these items need to be addressed to meet any applicable requirements of the program.

### Process

Because this project is overseen by the TDOT Local Programs Office, the selection process used to retain engineering services followed the prescribed process required by TDOT as adopted by the City. The process involved an initial request for Letters of Interest (LOI) from any TDOT approved firms who were interested in the work. An evaluation committee was formed which included me, Ben Burchfield, April Johnston, Mike Keith, and Anthony Casteel. The committee reviewed the LOI, and each member submitted their scores for the four firms which submitted responses meeting the required criteria. The three firms with the highest score were asked to submit a full Request for Qualifications (RFQ). In the initial request for the LOI, weighted criteria were provided by which each firm would be evaluated during the second phase of the process. Each committee member completed an evaluation for the three firms and this list was presented to Council last month when we requested and received permission to negotiate an agreement with the highest ranked firm.

### Action Item

We have negotiated an agreement with the top ranked firm of Gresham Smith. At the time this memo was prepared the City Attorney is still working on reviewing the agreement, but this will not change anything regarding the scope of work or fee as outlined within the agreement. We are requesting Council approve of this agreement based upon the final language approved by the City Attorney. We are also concurrently seeking TDOT approval of this agreement, contingent upon Council's approval.

If any additional information is needed, do not hesitate to contact me.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective as of March 25, 2022 (Effective Date) between City of Athens (OWNER) and GRESHAM SMITH (ENGINEER). OWNER's Project (OWNER may or may not be the property owner), of which ENGINEER's services under this Agreement are a part, is generally identified as follows: City of Athens Resurfacing Roadway (Project) located at various locations in Athens, Tennessee (Site). ENGINEER's services for this Project are described as follows: See attached Exhibit A – Scope of Work. OWNER and ENGINEER further agree as follows:

### **ARTICLE 1 – ENGINEER'S SERVICES**

ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### **2.01 Owner shall:**

A. Provide ENGINEER with OWNER's requirements, criteria and information for the Project; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable; and furnish any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the site..

B. Furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Depending on the scope of the Project, such additional information or data may or may not generally include the following: (1) property descriptions; (2) zoning, deed, and other land use restrictions; (3) property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points; (4) explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof; (5) environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas; (6) data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto; (7) any surveys will be provided in hard copy in addition to digital format.

C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any Constituent of Concern or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

D. Authorize ENGINEER to provide Additional Services as set forth in Exhibit A of the Agreement as required.

E. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

F. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.

G. To the extent not provided by OWNER, provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Provide all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the OWNER's needs and interests.

I. Advise ENGINEER of the identity and scope of services of independent consultants employed by OWNER and coordinate the services of such consultants with those services provided by ENGINEER.

J. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.

K. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

L. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an Exhibit hereto that is to be mutually agreed upon and made a part of this Agreement before such services begin.

M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

N. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

O. Provide ENGINEER with the findings and reports generated by the entities providing services to OWNER pursuant to this paragraph.

P. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 General**

A. ENGINEER shall complete its obligations within a reasonable time. If specific periods of time for rendering services or specific dates by which services are to be completed are set forth in Exhibit A. In providing such periods of time, it is recognized that Engineer has no control over the meeting/review times or schedules of the Owner or authorities having jurisdiction over the Project. The project duration is based on Engineer's reasonable professional judgment and experience and does not in any way whatsoever constitute a warranty, express or implied, that the provided periods of time will not vary from the Owner's expected schedule or from any additional project schedules prepared by Engineer or others as the project progresses. Any construction activity timing or scheduling provided by Engineer is provided only for planning information and will be superseded by a detailed construction schedule(s) provided by the Contractor at a later date.

B. If, through no fault of ENGINEER, such periods of time or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of ENGINEER's services, and the rates and amounts of ENGINEER's compensation, shall be adjusted equitably.

#### **3.02 Suspension**

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

### **ARTICLE 4 – ENGINEER'S COMPENSATION**

**4.01 Methods of Payment for Services and Reimbursable Expenses** - OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A.

#### **4.02 Other Provisions Regarding Compensation**

A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Attachment 1 Article IV, Section 2.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination. In the event of:

1. any termination, ENGINEER will be entitled to invoice and be paid by OWNER in accordance with Exhibit A for all services performed and all Reimbursable Expenses incurred through the effective date of termination.

2. by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit A.

### **ARTICLE 5 - OPINIONS OF COST**

**5.01 Opinions of Construction Cost** - ENGINEER's opinions of probable construction cost are to be made on

the basis of ENGINEER's experience and qualifications and using construction cost data provided by OWNER, and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If Owner requires greater assurance as to probable construction cost, Owner must employ an independent cost estimator.

#### **5.02 *Intentionally omitted***

**5.03 Opinions of Total Project Costs** - ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

### **ARTICLE 6 - GENERAL CONSIDERATIONS**

#### **6.01 Standards of Performance**

A. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, time and location. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. The ENGINEER'S standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

B. Technical Accuracy. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Consultants. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

D. Right to rely. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such documentation in performing or furnishing services under this Agreement.

E. Reliance on Others. Subject to the standard of care set forth herein, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

F. Compliance with Laws and Regulations. ENGINEER and OWNER shall comply with applicable laws or regulations. ENGINEER shall comply with OWNER-mandated standards, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

G. Certifications. ENGINEER shall not be required to sign any documents that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

#### **H. *Intentionally Omitted***

I. Contractor's Means and Methods. ENGINEER shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall ENGINEER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

J. Contractor's Performance and Actions. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. ENGINEER shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their employees or of any other persons (except ENGINEER's own agents, employees, and consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by ENGINEER.

K. Site Safety. While at the Site, ENGINEER's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

**6.02 Authorized Project Representatives** – ENGINEER and OWNER shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party so as to not delay ENGINEER's services.

**6.03 Design Without Construction Phase Services -** ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in Exhibit A. With the exception of such expressly required services, ENGINEER shall have no design, shop drawing review, or other obligations during construction and OWNER waives all claims against the ENGINEER that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required in Exhibit A

**6.04 Use of Documents**

A. All Documents are instruments of service in respect to this Project, and ENGINEER and its consultants shall retain an ownership and property interest therein (including copyright and right of reuse) whether or not the Project is completed.

B. Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER or its consultants. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER are only for convenience. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in an Electronic Data Protocol Exhibit attached hereto

C. The party receiving electronic files agrees that it will perform acceptance tests or procedures within 3 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 3-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

E. If OWNER and ENGINEER intend to transmit the Materials or any other information or documentation in digital form during the design and/or construction phases of the Project, OWNER and ENGINEER agree to use ENGINEER's digital document management software system (Newforma-Infoexchange) to which ENGINEER shall provide OWNER and the contractor access. Should OWNER not agree to use ENGINEER's document management software or, at the request of the contractor, OWNER directs ENGINEER to use a different such software for transmission and management of construction phase documentation, ENGINEER's fees and time schedules shall be equitably adjusted. The protocols governing such transmissions, shall be as set forth in OE 300, Electronic Data Protocol Exhibit. Provided that Materials or other documentation is transmitted in digital

form during the project design and construction phases, then ENGINEER will provide access to Newforma document management software. ENGINEER's fee is based on the use of the Newforma software.

F. OWNER acknowledges that: (1) such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, employees, and consultants.

G. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**6.05 Insurance.**

A.

ENGINEER shall maintain insurance coverage as follows:

1. WORKERS' COMPENSATION insurance in amounts required by state law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident/each disease/policy limit on disease.
2. COMMERCIAL GENERAL LIABILITY insurance with \$1,000,000 per occurrence, \$2,000,000 aggregate.
3. COMMERCIAL AUTOMOBILE LIABILITY insurance with \$1,000,000 combined single limit each accident.
4. PROFESSIONAL LIABILITY insurance with \$1,000,000 each claim and \$1,000,000 annual aggregate.

B. ENGINEER shall cause OWNER to be listed as an additional insured on ENGINEER's Commercial General and Automobile Liability Insurance. ENGINEER shall provide Certificates of Insurance evidencing coverage and additional insureds designation as applicable prior to commencement of services.

C. OWNER shall cause ENGINEER and its Consultants to be listed as additional insureds on the general liability policies and as loss payees on the property insurance policies carried by OWNER which are applicable to the Project and shall deliver Certificates of Insurance evidencing coverage and additional insureds designation to ENGINEER.

D. OWNER shall require Contractor to purchase and maintain general liability insurance and other insurance as specified in the Contract Documents and to cause ENGINEER and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that ENGINEER's and its consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against ENGINEER or its consultants, or any insureds, additional insureds, or loss payees thereunder.

#### **6.06 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. for cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By ENGINEER:
    - 1) upon seven days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) ENGINEER shall have no liability to OWNER on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. for convenience, by OWNER effective upon ENGINEER's receipt of notice from OWNER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**6.07 Lien Rights** - Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights.

Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.

**6.08 Controlling Law** - This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### **6.09 Dispute Resolution**

A. For all conflicts arising out of this Agreement or the Project, OWNER and ENGINEER agree to negotiate disputes between them in good faith for a period of 30 days after notice.

B. OWNER and ENGINEER agree that any disputes not settled between them shall be submitted to non-binding mediation, unless the parties mutually agree otherwise. The mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and shall include a list of no less than three nor more than six names, addresses and qualifications of industry-experienced mediators which the filing party will accept to conduct the mediation. Mediation shall proceed in advance of legal or equitable proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If such mediation is unsuccessful in resolving a dispute, then either party may seek to have the dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.

D. Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but in any case not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.08 D.

#### **6.10 Environmental Condition of Site**

A. OWNER has disclosed to ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location and represents to ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing exist at the Site.

B. If ENGINEER encounters or learns of an undisclosed Constituent of Concern at the Site, then

ENGINEER shall notify (1) OWNER and (2) appropriate governmental officials if ENGINEER reasonably concludes that doing so is required by applicable laws or regulations.

D. Both parties acknowledge that ENGINEER's scope of services does not include any services related to Constituents of Concern. If an undisclosed Constituent of Concern is encountered, or if investigative, remedial action or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable laws and regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause.

F. Owner acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in CERCLA, as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### **6.11 Allocation of Risks**

##### **A. Indemnification.**

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER and OWNER's officers, directors, members, partners, consultants, and employees from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, or consultants in the performance services under this Agreement.

2. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent contributor, shall not exceed the percentage share that the party's negligence bears to the total negligence of all negligent contributors.

4. OWNER agrees that Article 6.10 adequately defines ENGINEER'S responsibilities toward the discovery of a Constituent of Concern at the Project

site, and ENGINEER has no liability for such discovery.

B. Mutual Waiver. To the fullest extent permitted by law, OWNER and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

C. Limitation of Liability. In recognition of the relative risk of benefits of the project to both OWNER and ENGINEER, the risks have been allocated such that OWNER agrees, to the fullest extent permitted by law, to limit the liability of ENGINEER and it's consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims expenses from any cause or causes, so that the total aggregate liability of ENGINEER and it's consultants to all those named shall not exceed two hundred fifty thousand dollars (\$250,000.00). Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

D. Premium Cost. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the OWNER; then the OWNER will pay for this entire item just as if it had been included in the original Contract Documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the ENGINEER will pay the premium cost to have this item corrected or included, while the OWNER will pay the value of the item as if it had been included in the original Contract Documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the OWNER.

#### **6.12 Successors, Assigns and Beneficiaries.**

A. The OWNER and ENGINEER, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

B. Neither the OWNER nor ENGINEER shall assign this Agreement without the written consent of the other.

C. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

#### **6.13 Miscellaneous Provisions**

A. Notices. Notices will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival and Severability. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Should any provisions of this Agreement be determined to



be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed void and all remaining provisions shall continue in force. Further, such provision so determined shall be amended by the parties hereto so as to make it valid, legal and enforceable, but keeping it close to the original meaning as possible.

C. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. Accrual of Claims. To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

E. Photographic or Artistic Representations. Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer's material shall not include Owner's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner's promotional materials for the Project.

#### **6.14 Definitions**

A. Constituent of Concern. Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (CERCLA); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (RCRA); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

B. Contract Documents. Those items so designated in the construction contract, including the drawings,

specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

C. Contractor – The entity or individual with which Owner has entered into a construction contract.

D. Documents. Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

E. *Intentionally deleted.*

F. Total Project Costs. The sum of the construction cost, allowances for contingencies, and the total costs of services of Engineer and all design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

G. Work. The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

#### **ARTICLE 7 – SCOPE OF THIS AGREEMENT**

**7.01 Total Agreement** - This Agreement and the Exhibits and Attachments thereto represents the entire and integrated agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**7.02** The Exhibits and Attachments to this Agreement include:

Exhibit A – Engineer's Scope, Schedule and Compensation of Services (Basic and Additional Services).

Exhibit B – Engineer's Schedule of Hourly Rates

Exhibit C - Amendment

**IN WITNESS WHEREOF**, OWNER and ENGINEER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written herein.

**OWNER: City of Athens**

Designated Representative (6.02)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address for Giving Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENGINEER: GRESHAM SMITH**

Designated Representative (6.02)

By: \_\_\_\_\_

Name: Patrick Fiveash

Name/Title: ET Area Transportation Leader

Title: Project Manager

Date: \_\_\_\_\_

Phone: 865-299-6130

Email: patrick.fiveash@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400  
Nashville, TN 37201-2308

## **Scope of Work**

### **Resurfacing of:**

- **Park St from Glendale Ave to White St.**
- **Glendale Ave from Park St to Cedar Springs Rd**
- **Cedar Springs Rd from Glendale Ave to Elizabet St**
- **Dennis St. from Congress Pkwy to Layman Rd**
- **Dennis St. from Layman Rd to Decatur Pike**
- **Mt Verd Rd from Clearwater Rd to City Limits**
- **Sharp Rd from Velma to Railroad Ave**
- **Woodward Ave from Guille St to Ingleside Ave**
- **Woodward Ave from Jackson St to Guille St**
- **Forrest Ave Ingleside Ave to Madison Ave**
- **Tellico Ave from Congress Pkwy to Sliger St**
- **Tellico Ave from Richardson St to Astrid St**
- **Tellico Ave from Sliger St to Richardson St**
- **Guille St from Ingleside Ave to East Anallee Ave.**

### **City of Athens**

**PIN: XXXX**

**Federal Project #: XXX**

**State Project #: XXX**

## **LOCATION AND DESCRIPTION**

The project consists of resurfacing selected streets in the City of Athens, TN. Gresham, Smith will complete a NEPA C-List Categorical Exclusion for environmental clearance for the projects. Plans will be completed in accordance with TDOT standards, specifications and the use of City provided GIS. Additional topographic and property survey may be needed, and fee will be provided if need arises. The plans will consist of a title sheet, general notes, typical sections, curb ramp tabulation and quantities block. The bid book will be completed using TDOT documents. Gresham Smith will coordinate with the Local Programs Office for approval of ROW certification, utility certification, environmental permit certification, design, plan sets and bid books.

A more detailed scope is provided on the following pages.

## **PHASE 1 SERVICES**

### **NEPA DOCUMENTATION (C-LIST CATEGORICAL EXCLUSION)**

This scope of work summarizes the items to be completed by Gresham Smith on behalf of the City of Athens Government to prepare the National Environmental Policy Act (NEPA) C-List Categorical Exclusion (CE) to submit to the Tennessee Department of Transportation (TDOT) for the proposed Resurfacing of 14 Street Segments in Athens, Tennessee.

The NEPA documentation for this project will be developed to meet TDOT and FHWA requirements as outlined in FHWA Technical Advisory T6640.8A; FHWA Final Rule, "Background," Federal Register Volume 79, No. 8, January 13, 2014; and Federal/State statutes/regulations. The document will also meet TDOT's Local Programs Guidelines.

### **Technical Studies**

All technical work will be coordinated through the TDOT's NEPA Section, Environmental Division, Local Programs Coordinator. Gresham Smith will develop a Purpose and Need document and Section 106 document to provide to the Local Programs Coordinator. These documents will be distributed to the appropriate technical division or agency so that they may begin their technical review. Below is a listing of each technical topic area required and the level of documentation.

- Archaeology – Gresham Smith will prepare the TDOT Template for Archaeology coordination with TDOT. This template includes a project vicinity map, USGS map, and a review of the Tennessee Historic Commission (THC) database for historic resources. Archaeology coordination with the SHPO will be conducted through TDOT's Archaeology Section.
- Historic/Architectural Resources – Gresham Smith will prepare the TDOT Template for Historic/Architectural Section 106 coordination with TDOT. This template includes a project vicinity map, USGS map, a review of the National Register of Historic Places, a review of the Tennessee Historic Commission (THC) database for historic resources, and photos of structures within the project area 50 years or older. A field review will be required to document all structures adjacent to the project area that are 50 years or older. Historic/Architectural coordination with the SHPO will be conducted through TDOT's Historic Section.
- Native American Coordination – TDOT's Cultural Resources Section conducts all Native American coordination. Gresham Smith will provide them with the information needed for consultation with the tribes. The TDOT Cultural Resources Section will be solely responsible for direct coordination with the appropriate Tribes.
- Hazardous Materials – The project will not require a Phase I Environmental Site Assessment. A memo including a desktop review and database search by Gresham

Smith will be prepared to provide to the TDOT Hazardous Materials Section for clearance. An asbestos survey will not be required.

- Air Quality – After receiving the Purpose and Need Document, TDOT will provide Gresham Smith the Air Quality statement to include in the NEPA document. An air quality report will not be required.
- Noise – Because this is a Type III project, a noise study is not needed. Gresham Smith will coordinate with TDOT regarding a noise statement to add to the NEPA document.
- Ecology – Gresham Smith will conduct a database search for stream, wetlands, and threatened/endangered species habitats to include in the Purpose and Need Document. This document will be provided to TDOT's Ecology Section so they may conduct coordination with the following state and federal agencies, the Tennessee Department of Environment and Conservation (TDEC), Tennessee Wildlife Resources Agency (TWRA), and United States Fish and Wildlife Service (USFWS).

### **Prepare NEPA Document**

Gresham Smith will develop the C-List CE document using the TDOT Local Programs template. The results of the coordination, the purpose and need statement, a description of the build alternative, and the results of the technical studies/analysis will be incorporated into the C-List CE. The NEPA document will be offered to the City for review and comment (if requested). Once the City has approved the document, it will be submitted to TDOT for review and comment. Gresham Smith will finalize the C-List CE for TDOT signature. The result of this task is a signed C-List CE. With the acceptance of the C-List CE, the TDOT Local Programs Office will be provided the signed document to issue a Notice to Proceed.

### **Schedule**

It is anticipated that the C-List Categorical Exclusion will take four months to complete. However, this estimate for completion is based on a timely review of the coordination documents provided to TDOT, the State Historic Preservation Office (SHPO) review and the timely submission of the TDOT Archaeology Section submittal to the Native American Tribes, all are subject to their scheduling.

### **Additional Information**

Due to the unique nature of Local Programs projects, Gresham Smith will coordinate with the TDOT Local Programs contact within TDOT Environmental Division before beginning any NEPA work. This will continue during all technical section and agency coordination and throughout the environmental clearance process.

## **PRELIMINARY/ROW/CONSTRUCTION ENGINEERING**

- Hold project kick-off meeting.
- Complete a site visit to assess existing conditions and ADA. Topographic and property survey may be needed after site visit.
- Coordinate with Environmental Permitting Office at TDOT for letter not requiring permits.
- Examine existing pavement locations with City personnel to evaluate condition and propose limits of undercutting and section strengthening based on cores from Geo tech personal.
- Prepare title sheet.
- Develop pavement schedule and typical section details.
- Prepare general and special notes.
- Calculate quantities and prepare Curb Ramp tabulated quantity sheet.
- Create cost estimate for TDOT submittal.
- Coordinate with Utilities Office for approval letter.
- Evaluate Handicap ramps within project limits for ADA compliance and add details for replacement or retrofit as required.
- Conduct in-house QA/QC review.
- Submit plans for review by City and TDOT.
- Address comments from City and/or TDOT.
- Perform 100% submittal internal QA/QC.
- Print, stamp and submit final plans.
- TDOT Local Programs Coordination
- Include quantities for additional restriping adjacent to but beyond the limits of resurfacing project.

## **BIDDING PHASE SERVICES**

- Assemble construction specifications and proposal contracting accordance with TDOT requirements.
- Calculate DBE goals worksheet and request approval through Civil Rights office.
- Develop Project advertisement.
- Bid Opening
- Assist the City with evaluation of bids and award of contract.

## **GEOTECHNICAL SERVICES**

See attached scope document.

## **PHASE 2 SERVICES**

### **CONSTRUCTION ENGINEERING SERVICES**

- Observe site construction activities.
- Hold pre-construction conference as required by TDOT.
- Maintain project logs concerning any construction activities.
- Record and provide answers to any requests for information as needed.
- Monitor and evaluate any change orders requested or needed.
- Hold and attend weekly progress meetings.
- Observe installation of all material and check acceptance quality of all material, onsite and at asphalt plant. Contractor will furnish quality control of material to be monitored by the consultant.
- Consultant shall receive and maintain documentation for all material from Contractor.
- Monitor sub-consultant in performing acceptance tests as needed.
- Monitor and evaluate monthly pay estimates.
- Monitor timeline for key progress events to happen and advise the City and Contractor on any exceptions of these events.
- Report all deficiencies to the contractor and the City. Monitor follow up corrective actions.
- Consultant will monitor the Contractor's compliance with any environmental concerns.
- Consultant will furnish a punch list to the contractor to final the project. Consultant will monitor and report on status of the punch list. After punch list is completed, the consultant will accompany the City on a final inspection.
- Inform the City on all matters of construction activities.
- Keep stake holders advised, weekly regarding the construction activities planned to be performed each week.
- Final Records/Project closeout per TDOT requirements
- Monitor activities for compliance with TDOT Local Program Manual CEI Services as required by TDOT.

### **Specific Services not Included in the Scope**

It is our understanding that the following items are not needed and are hereby specifically excluded from the scope. Should any of these items become necessary, Gresham Smith will be available to perform these services for an additional fee.

- Asphalt roadway surface roughness evaluations.
- Any Right-of-Way Services.
- Surveying – Any required base mapping will be provided by the City.
- Permit fees, any application fees, or mitigation plans.
- Storm Water Pollution Prevention Plan (SWPPP).
- Utility coordination on behalf of the utility.
- Traffic generation or assignment.
- Pavement marking and signage plans.
- Traffic signal plans.
- Lighting designs.

**Specific Services not Included in the Scope (continued)**

- Structural evaluation and/or calculations.
- Archaeology Study
- Historic/Architectural Assessment,
- Phase I Environmental Site Assessment
- Ecology Assessment
- Threatened / Endangered Species Survey

**Payment to the Engineer:****OWNERS'S RESPONSIBILITIES**

Owner shall pay Engineer for Basic Services set forth in the Agreement for PHASE 1 Services, as follows:

- Under no circumstances shall the amount payable to the Engineer exceed \$96,410.00 for NEPA, design, bidding, and Geo-tech services without the written consent of both the Engineer and the Owner.

Fee for PHASE 2 Services Engineer will perform the services described above for PHASE 2 SERVICES on an hourly not to exceed basis with an estimated amount of \$81,000. This estimate is based on a 60 calendar day construction schedule. If the contract goes longer than the estimated period, Engineer will negotiate the added time with the owner.



March 18, 2022

Gresham Smith  
2095 Lakeside Centre Way, Suite 120  
Knoxville, Tennessee 37922

Attention: Mr. Patrick Fiveash, P.E.  
[Patrick.Fiveash@greshamsmith.com](mailto:Patrick.Fiveash@greshamsmith.com)

Subject: **PROPOSAL FOR PAVEMENT EXPLORATION**  
Athens Roadway Resurfacing Project  
Various Streets  
Athens, Tennessee  
GEOServices Proposal No. 14-22231

Dear Mr. Fiveash:

GEOServices, LLC appreciates the opportunity to provide you with our proposal for a geotechnical exploration for the subject project. The following proposal outlines our understanding of the project requirements based on the email received on Thursday, March 17, 2022, and our subsequent phone conversations. This proposal provides a general description of the project, the associated costs, and the proposed schedule. In addition, we have attached our Agreement for Services that establishes contractual arrangements. This attachment should be completed and forwarded to our office.

## PROJECT DESCRIPTION

GEOServices, LLC (GEOS) understand that Gresham Smith has been awarded the project of resurfacing of various streets for the City of Athens. Based on our conversations, we understand that this will include making areas ADA compliant, resurfacing, overlays, full depth reclamation and other possible pavement repairs. GEOServices has been asked to perform a series of exploratory asphalt cores to determine the existing pavement section, evaluate the subgrade and provided recommendations for the repair of these sections. The pavement sections which are included as part of the resurfacing effort are outlined below. Please note that the exploration will not include all of the areas, as a repair alternative has already been selected on some of the pavement sections outlined below.

Table 1. Street Resurfacing List

Street Name	Beginning Location	End Location	Length
Park St	Glendale Ave.	White Street	260
Glendale Ave	Park St	Cedar Springs St	1531
Cedar Springs	Glendale Ave.	Elizabeth Street	900
Dennis St	Layman Rd	Decatur Pike	2357
Dennis St	Congress Pkwy	Layman Rd	1116
Mt Verd Rd	Clearwater Rd	City Limits	1779
Sharp Rd	Velma	Railroad Ave	1124
Woodward Ave	Guille St	Ingleside Ave	3149
Woodward Ave	Jackson St	Guille St	2492
Forrest Ave	Ingleside Ave	Madison Ave	1556
Tellico Ave	Congress Pkwy	Sliger S	1574
Tellico Ave	Richardson St	Astrid St	1354
Tellico Ave	Sliger St	Richardson St	1445
Guille St	Ingleside Ave	Eastanallee Ave	650

## SCOPE OF SERVICES

GEOServices personnel will travel to the proposed improvement areas and prepare a detailed pavement distress log with photographs for the entire area. Once this is complete, we propose to explore the pavement section with a series of cores. The cores will be removed and transported to GEOServices laboratory for measurement. Once the cores are removed the basestone thickness will be measured at each location. In addition, the subgrade will be evaluated using a dynamic cone penetrometer (DCP) at each core location. At the completion of coring, the holes will be backfilled and patched with asphalt cold patch.

The cores will be advanced as follows:

Street Name	Beginning Location	End Location	Length	Cores
Glendale Ave	Park St	Cedar Springs St	1531	3
Cedar Springs	Glendale Ave.	Elizabeth Street	900	2
Dennis St	Layman Rd	Decatur Pike	2357	5
Dennis St	Congress Pkwy	Layman Rd	1116	2
Mt Verd Rd	Clearwater Rd	City Limits	1779	4
Sharp Rd	Velma	Railroad Ave	1124	2
Woodward Ave	Guille St	Ingleside Ave	3149	6
Woodward Ave	Jackson St	Guille St	2492	5
Forrest Ave	Ingleside Ave	Madison Ave	1556	3

Our services will culminate with a written report prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a detailed map outlining the pavement distress, the results of the coring, basestone and subgrade testing, along with recommendations for the pavement repairs in each section.

## FEES

Based on the scope of services described above, the lump sum costs to perform the proposed scope of services listed above will be as follows:

• Roadway Evaluation and Documentation	\$ 2,000
• Coring Services (2 days)	\$ 3,000
• Traffic Control (if required)	\$ 4,000
• Engineering Services / Repair Details	<u>\$ 1,850</u>
<b>TOTAL</b>	<b>\$10,850</b>

GEOServices has included hiring a traffic control subcontractor to facilitate the proposed exploration. This has been budgeted at \$2,000 per day. Should the Athens Public Works choose to provide the traffic control for GEOServices at no cost, this can be eliminated from the proposed scope. Should conditions be encountered such that additional services appear to be in the best interest of the project, we would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you.

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## PROJECT SCHEDULE

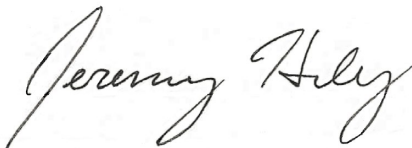
Based on our current schedule, we are prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed, with mobilization to the project site within two weeks of authorization. Per Tennessee law, a three-day utility clearance period is required before any excavation or drilling can begin. Tennessee One Call will provide location of public utilities; any private utility location will be the responsibility of the owner. We anticipate that the field exploration will be completed in two days. Verbal preliminary information can be provided at the completion of the field work, if necessary. The subsurface report will be submitted approximately ten to fifteen working days after the completion of the field exploration.

## WORK AUTHORIZATION

Our Agreement for Services is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning one copy to our office. A facsimile transmittal of the signature page of the contract will be considered suitable written authorization. If you elect to indicate acceptance of our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services, which are not compatible with purchase order agreements.

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,  
**GEOServices, LLC**



Jeremy T. Haley, P.E.  
Geotechnical Engineer



Derek K. Kilday, P.E.  
V.P. - Chattanooga Area Manager

Attachments:                      Agreement for Services Form

**EXHIBIT 'B'****Project Name: City of Athens Resurfacings Project****Client Name: City of Athens****SCHEDULE OF HOURLY RATES****2022****Professional Services**

Principal	\$230.00
Project Manager	\$185.00
Senior Engineer	\$185.00
Senior Utility Specialist	\$185.00
Senior Landscape Architect/Planner	\$150.00
Project Engineer	\$140.00
Utility Specialist	\$130.00
Designer	\$120.00
Inspector	\$115.00
CADD Technician	\$110.00
Intern Engineer	\$100.00
APM/Administrative	\$110.00

**Expenses**

Automobile Travel	\$0.585/mile or prevailing IRS reimbursement rate
Other travel and subsistence expenses: lodging, meals, air travel, etc.	At current rate
Printing, overnight services, courier, postage, copies, etc.	At current rate
<b><i>Subconsultant Services</i></b>	<b><i>COST</i></b>
<b><i>Agency Review Fees</i></b>	<b><i>COST</i></b>
Rates listed are subject to adjustment no more than once per calendar year on July 1 <sup>st</sup> .	

## AMENDMENT TO OWNER-ENGINEER AGREEMENT

**Amendment No. Choose an item.**

1. Background Data: Click or tap here to enter text.

Effective Date of Owner-Engineer Agreement: Click or tap here to enter text.

Owner: Click or tap here to enter text.

Engineer: Click or tap here to enter text.

Project: Click or tap here to enter text.

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

☐ a. Engineer shall perform or furnish the following Additional Services: Click or tap here to enter text.

☐ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: Click or tap here to enter text.

☐ c. The responsibilities of Owner are modified as follows: Click or tap here to enter text.

☐ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: Click or tap here to enter text.

☐ e. The schedule for rendering services is modified as follows: Click or tap here to enter text.

☐ f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Click or tap here to enter text.

3. Agreement Summary (Reference only)

a. Original Agreement amount: \$Click or tap here to enter text.

b. Net change for prior amendments: \$Click or tap here to enter text.

c. This amendment amount: \$Click or tap here to enter text.

d. Adjusted Agreement amount: \$Click or tap here to enter text.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is Click or tap here to enter text..

**OWNER:** Click or tap here to enter text.

**ENGINEER:** Choose an item.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Name & Title: Click or tap here to enter text.

Date: \_\_\_\_\_

Date: Click or tap here to enter text.



## PUBLIC WORKS

**TO:** C. Seth Sumner, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** April 6, 2022  
**SUBJECT:** Public Safety Training Facility

### **Scope**

An engineering firm needs to be retained for several activities associated with the development of the Public Safety Training Facility. Due to the varying pace of different components of this project, we have elected to separate this project into two phases. The first phase revolves around securing the site, the Fire Tower, driving pad, and any required amenities for the items named above.

### **Process**

The City recently issued an RFQ for Engineering firms to submit for work regarding the traffic and pedestrian improvements around the new ACS campus and the downtown area. That work was awarded to Stantec. Last year their firm had also been assigned to us by TDOT to complete our CTPG plan regarding community mobility. To date we have been pleased with the work they have done on both projects.

Because this is a professional service and no grant funding is involved, we do not have to go through a formal solicitation process. We have the option to negotiate an agreement with firms with which we have an established working relationship. Additionally, because time is critical on this project to get the full scope of work done before the tower is delivered, we did not have the luxury of doing a full-scale search. However, we did discuss the project with two firms and met with them several times before deciding to recommend Stantec for this project. It should be noted that a second agreement will be needed later for portions of Phase II of the project.

### **Action Item**

We have negotiated an agreement with Stantec that meets our needs for this phase of the project, and we believe the fee quoted is fair for the proposed scope of work. At the time this memo was prepared the City Attorney is still reviewing the agreement, but this will not change anything regarding the scope of work or fee as outlined within the agreement. We are requesting Council approve of this agreement based upon the final language approved by the City Attorney.

If any additional information is needed, do not hesitate to contact me.



Stantec Consulting Services Inc.  
1110 Market St., Suite 214A  
Chattanooga, TN 37402

April 5, 2022  
File: 225382035

**Attention: Director Ben Burchfield**

City of Athens  
Department of Public Works  
815 North Jackson Street  
Athens, TN 37303

Director Burchfield,

**Reference: City of Athens Fire Training Facility**

We are pleased to provide our proposal for services for the above-named project to the City of Athens, Tennessee.

**SCOPE**

Our proposal is based on our understanding of the requested services developed through a conversation with Kevin Helms, Project Manager and Ben Burchfield, Public Works Director held on February 24, 2022, and subsequent emails that include an aerial photo concept site plan for the planned Fire Fighter Training Complex to be located on City property at 2115 Redfern Drive.

Planned program improvements to the site include site and utilities upgrades, site grading, storm water management, a 300' x 400' concrete driving course pad, site lighting and the installation of a pre-package fire training tower with foundation design by others.

The City has requested Stantec to provide a proposal for basic design services associated with the driving course, fire training tower and site improvements but the complex elements are not necessarily locked into the same timeline. A single prime agreement will likely be awarded to the firm determined to be the lowest responsible bidder with respect to site grading, drainage infrastructure, and utilities.

**Task 1 – SITE DESIGN AND PERMITTING**

**1.1 Project Management and Meetings**

This task includes required project management and coordination with the project team prior to commencement of construction. Meetings will include the initial kick-off meeting as well as monthly progress meetings from project start until the start of Construction Administration, estimated at 9 monthly meetings plus 4 miscellaneous on-site meetings not included elsewhere in this Scope of Services (Scope). Additional meeting requests will require an addendum to this contract.

**1.2 Concept Plan**

Stantec will perform a preliminary environmental site assessment limited to a visual inspection of the project site, and will gather currently available GIS Topographic information, along with file information and material provided by the Client to develop a concept site plan. The initial concept



**Reference: City of Athens Fire Training Facility**

plan will be submitted to the Client for review and comment. Stantec will incorporate appropriate responses and one revision to the concept plan is included in this scope of services.

### **1.3 Geotechnical Services**

Services to be provided by Client based upon direction from Stantec as to data required.

### **1.4 Design and Construction Documents**

Using the approved concept plan as a basis, Stantec will develop and provide the Client with a set of construction drawings for the proposed project. In the preparation of these plans, Stantec will provide utility coordination services with the Athens Utility Board for water, wastewater, natural gas, and power. Stantec will then provide Athens Utilities with preliminary construction plans for the purpose of utility location within the project limits.

Fees for this task include one review submittal and one set of plan revisions. Additional reviews can be provided as an additional service.

The complete construction documents, including plans and written specifications, will be submitted to the Client for a one-time review. Stantec will make one set of revisions following final Client review, if required. We anticipate the construction drawing set to consist of the following:

1. Title Sheet
2. General notes, Abbreviations and Standards
3. Existing Conditions – based on survey provided by the Client
4. Site Plan and Horizontal Control
5. Grading, drainage, and storm water management
6. Utility site plan
7. Water and sewer lateral design from connection points within the adjacent ROW
8. Erosion prevention and sediment control plan
9. Construction details
10. Fire Tower Plans (by others)

### **1.5 Stormwater Design and Hydrology Report**

Stantec will design the stormwater treatment, peak runoff attenuation system, and hydrology report as part of the stormwater management plan. The design of the stormwater system and its associated stormwater control measures (SCMs) will be based on State and local regulations.

Stantec will design the stormwater infrastructure. We will prepare and submit a hydrologic and hydraulic report outlining the impacts of the site on the stormwater system per Athens Stormwater Management Ordinance. At a minimum, this report will include the following:

- Certification by Registered Engineer
- Project Narrative
- Existing Conditions Hydrologic Analysis
- Post-Development Hydrologic Analysis
- Stormwater Management System Design
- Downstream Analysis

**Reference: City of Athens Fire Training Facility**

- Erosion & Sedimentation Control Plan
- Operations & Maintenance Plan

The stormwater infrastructure improvements for this project will require a certified “as-built” survey and an engineer’s certification upon completion of the construction. The city of Athens will procure a surveyor to provide these drawings for review.

## **1.6 Permitting**

Stantec will submit the construction drawings to the City of Athens and the Tennessee Department of Environment and Conservation (TDEC) for review and approval for the following permits:

- Land Disturbance Permit (LDP) – including stormwater design/documents review
- TDEC Construction General Permit
- Water and Sewer Line Construction Permits
- Services related to Utility permits will be provided by the City, following submittal of a complete plan set

Stantec will respond to one set of comments from each reviewing agency. If additional responses are required, Stantec can perform those services on a Time and Materials basis. Permit application fees will be paid separately by Client.

## **1.7 Engineering Construction Administration and Additional Services**

The Scope of Services described above assumes that the design process will not require special meetings, hearings, and/or designs not covered in the Scope description. Should the above referenced Scope of Services require revisions, Stantec will provide these services as Additional Services and will bill them at an hourly rate in accordance with the attached Rate Table. Furthermore, any additional services requested by the Client not described in the Scope of Services will be considered Additional Services and billed hourly.

Stantec will provide limited services during construction on an “as-needed” or “as-required” basis, review of contractor construction submittals, plan revisions, etc. at hourly rates per the attached Rate Table.

Stantec will provide an engineer’s certification of storm sewer infrastructure as needed, based on certified as-built surveys provided by the Client. If the completed construction does not adequately meet the design intent, additional design and review fees may be required. These services will be provided at hourly rates per the attached Rate Table.

Stantec is not required to provide full-time or part-time onsite construction observation services. Stantec shall not have responsibility for contractor’s safety precautions and programs or for contractor’s means, methods, techniques, or procedures for construction of the Work.

## **1.8 Reimbursable Expenses (all tasks)**

Stantec will establish a budget for reimbursable expenses, such as printing, permit and plans review fees, and any additional direct expense items required to complete the plans review and permitting phase of the project. These services will be billed on a Time and Materials basis. For convenience,

Reference: City of Athens Fire Training Facility

a budget has been established which will not be exceeded without prior authorization.

- We anticipate the following miscellaneous expenses:
- Transportation expenses including airfare, personal vehicle mileage, rental, gas, and tolls
- Accommodations and meals while traveling to and from the site
- Postage and delivery charges
- Printing, reproduction, and mounting costs
- Mileage will be billed according to the guidelines that are set each year by the Internal Revenue Service.

## TASK 2 – DELIVERABLES

- Site Concept Plan
- Construction Plans
- Construction Specifications/Bid Documents
- Storm Water Management Plan/Hydrology Report
- Permitting Documents

## SCHEDULE

Our proposal has been based on the following assumed schedule:

### Project Schedule

	2022				
	May	June	July	Aug	Sept
Scope and Fee Approval					
Site Design, Const. Docs. and Permitting					
Bidding*					
Construction*					**

\*site work and construction of foundation for fire tower

\*\*Installation of Fire Tower

## FEE PROPOSAL

We propose a lump sum fee to be invoiced monthly for the percentage of the work completed to date. Our fee proposal is as follows:

### Task - 1 Site Design and Permitting

		Fixed Fee	T&M (est.)
Task 1.1	Project Management and Meetings	-	\$2,500
Task 1.2	Concept Plan (including base drawings)	\$4,200	-
Task 1.3	Geotechnical Services	-	\$1,500
Task 1.4	Design and Construction Documents	\$15,600	-
Task 1.5	Stormwater Design and Hydrology Report	\$3,800	-
Task 1.6	Permitting	-	\$2,500
Task 1.7	Engineering Construction Administration & Additional Services	-	TBD
Task 1.8	Reimbursable Expenses	-	\$200
		\$23,600	\$6,700
<b>Task 1 Total:</b>		<b>\$30,300</b>	

The proposed compensation is based on our understanding of the project, the scope of professional services, deliverables, project team, consultants, project schedule, form of agreement, and payment terms described in this proposal. Should changes occur to any of these prior to or during the execution of the professional services, a commensurate adjustment to the proposed compensation will be requested.

## ADDITIONAL SERVICES & ASSUMPTIONS

The following is a list of assumptions and qualifications with respect to the services and deliverables supported by the proposed fee. Additional services may be provided by Stantec, sub-consultant(s) or a third party in subsequent phases of the work for an additional agreed upon fee.

1. The proposed compensation is based on our understanding of the project, the scope of professional services, deliverables, project team, consultants, project schedule, form of agreement, and payment terms described in this proposal. Should changes occur to any of these prior to or during the execution of the professional services, a commensurate adjustment to the proposed compensation will be made.
2. Scope of project is limited to those items identified herein. Change in scope, regardless of who initiates it, will not be recognized until a Scope Change Approval Procedure has been followed and approval is provided in writing.
3. The proposed site investigation will be cursory in nature and will be based on components that are visibly discernible at the time of our visit. Destructive testing procedures will not be performed and are not included in this proposal. Stantec can assist in developing an RFP

**Reference: City of Athens Fire Training Facility**

for additional testing requirements should our analysis require additional information.

4. Terms and Conditions will be agreed to in a mutually beneficial manner. No work can begin until this agreement is fully executed.
5. Geotechnical investigation, report and design services are not included.
6. Preparation of an Environmental Impact Statement is not included.
7. Parcel boundary survey services and topography will be provided by others.
8. Hazardous materials and spills investigation, testing, reporting and design are not included.
9. Preparation and filing of a new subdivision map are not included.
10. Completion of grant funding applications and procedures are not included.
11. Wetlands delineation is not included.
12. Construction phase services extending beyond sixteen (16) months from the construction kick-off meeting are not included.
13. Development of a Storm Water Pollution Prevention Plan is included in the fee.
14. Traffic studies or traffic controls design are not included.
15. Permitting fees are not included.
16. The client's designated Construction Manager (Client provided) will be solely responsible for the Project Budget. Stantec will aid in identifying line items and quantities.
17. No design is included for temporary fueling systems.
18. Borings / Site investigation to check for possible petroleum spill in soil and groundwater is excluded.
19. Remediation related services are excluded.
20. Additional landscape design beyond the minimal required by Ordinance/Regulation, including hardscape and a detailed landscape plan, may be provided as Additional Services.
21. Design and permitting activities associated with wetlands, floodplains, hazardous materials, ecological issues, etc. are excluded from this Scope. A flood study is excluded from this scope.
22. This scope assumes that the existing off-site drainage systems are adequate for use in this project. No off-site stormwater evaluation or design is included in this scope beyond connecting to existing drainage or utilities, or as required by the associated Stormwater Regulations.

Reference: City of Athens Fire Training Facility

23. No-offsite water and sewer design or evaluation is included in the Scope. This Scope assumes that adequate water and sewer services are available at the site.
24. Right-of-way, easements, "as-built" surveys, and platting services are not included in this Scope of services.
25. Design fees are based on the approved site concept plan. Any changes to the concept plan after design has begun will be considered additional services and a separate fee will be negotiated.
26. Site retaining walls are excluded from this Scope. If required, Stantec will provide site retaining walls as additional services and billed according to the attached Rate Table.

## BILLING AND TERMS OF PAYMENT

Fees for Fixed Fee Tasks will be invoiced monthly based on the percentage of each task completed to date and will be due within 30 days. Time and Materials charges will also be billed monthly as incurred.

Regards,

STANTEC CONSULTING SERVICES INC.

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**Tim Hancock, AICP**

Principal  
Phone: 423-800-5350  
Mobile: 239-213-8728  
tim.hancock@stantec.com



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**Jan Pass, PE**

Technical Lead  
Phone: 423-800-5350  
Mobile: 423-645-9511  
jan.pass@stantec.com

Attachment: Stantec Standard Terms and Conditions; Schedule of Fees



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, 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. 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. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant 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 sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant 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 Consultant and not against any of Consultant's employees, officers or directors.

Consultant'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 Consultant 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/or 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 of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant 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 Consultant, which may be withheld at Consultant'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 Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's 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 Consultant, 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 Consultant's written consent.



**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible 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. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, 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.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant 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 the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

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

**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 Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is 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.

**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.





## SCHEDULE OF FEES

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%.



## OFFICE OF THE CITY MANAGER

### MEMORANDUM

TO: City Council  
FROM: C. Seth Sumner, City Manager  
DATE: April 4, 2022  
SUBJECT: One-time Cost of Living Adjustment for Current Retirees

The Retirement Committee received a request to consider a Cost of Living Adjustment (COLA) for retirees currently receiving a monthly benefit payment from the defined benefit pension plan. The plan currently does not provide for any type of annual COLA so that the retirees do not get any increase in their monthly benefit from the time they retire until their benefit payment ceases. The Committee discussed this topic at several meetings and requested information from USI Advisors, Inc. (Actuary for the City of Athens Pension Trust) regarding some options for doing an adjustment to the benefits.

Based on the information received from USI, the Committee approved a recommendation for each current retiree to receive a one-time increase in their current benefit. The increase will be .5% times the number of full years since they began receiving a benefit. For example, someone who has been retired 5 years would see a 2.5% increase in their monthly benefit and someone retired 10 years would see a 5% increase. The total increase in the monthly benefit payments is \$4,130. The increase will take effect for the July 1 payment.

The Committee unanimously recommends that this one-time increase in the monthly benefit be approved by the City Council. If approved we will work with USI and our trustee to make this effective for July 1, 2022.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND TITLE 15 OF THE ATHENS MUNICIPAL CODE, ENTITLED 'MOTOR VEHICLES, TRAFFIC AND PARKING', MORE SPECIFICALLY CHAPTER 6, SECTION 15-606 (3) 'DRIVERS IMPLIED CONSENT TO PARKING CONTROL MARKS ON TIRES; ERASURE OR CONCEALMENT OF PARKING CONTROL MARKS ON VEHICLE TIRES PROHIBITED; EVADING TIME LIMITATION PROHIBITED'.**

**WHEREAS**, the historic commercial core is the heartbeat of the City; and

**WHEREAS**, service, commerce, government, and professionals share precious resources in the community's gathering space; and

**WHEREAS**, convenient and free parking is one of the basic elements of a viable downtown; and

**WHEREAS**, to better address the diverse needs of business owners and visitors, engineering is underway for the redesign of downtown, to include alterations to parking to allow a more friendly environment for guests utilizing downtown services and businesses.

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

**SECTION 1:** That Section 15-606(3) DRIVERS IMPLIED CONSENT TO PARKING CONTROL MARKS ON TIRES; ERASURE OR CONCEALMENT OF PARKING CONTROL MARKS ON VEHICLE TIRES PROHIBITED; EVADING PARKING TIME LIMITATION PROHIBITED be amended as follows:

Additions are shown in blue underline and deletions are shown ~~red-strikethrough~~

~~(3) Drivers implied consent to parking control marks on tires; erasure or concealment of parking control marks on vehicle tires prohibited; evading parking time limitation prohibited.~~ (a) Any person who operates any vehicle upon the streets, thoroughfares and public travelways within the corporate limits of the city and who utilizes the two (2) hour free on-street 15-19 parking spaces provided herein gives his or her consent to the placement of nonpermanent parking control marks upon the tires of any vehicle parked in said designated two-hour free parking spaces.

~~(b) It shall be unlawful for any person to cause, allow, or permit the movement of any vehicle within the same parking space as to cover up or otherwise conceal said nonpermanent parking control marks placed upon vehicle tires by law enforcement officers to compute overtime parking or to in any manner, erase, wash, remove, obscure, obliterate, or otherwise wipe off said time marks placed upon said vehicle's tires while parked in the same parking space.~~

(3) Parking time limitation; Evading parking time limitation prohibited. (a) Any person who operates any vehicle upon the streets and thoroughfares within the corporate limits of the city and who utilizes the free on-street parking spaces, shall be limited to four (4) hours free on-street parking.

(b) ~~(c)~~ It shall be unlawful for a vehicle to be moved with the purpose of evading parking time limitation to another parking space located within the same city block. The movement of a vehicle less than thirty (30) minutes before or after the expiration of said parking time limitation from one parking space to such other parking space shall be presumed to have been moved with the purpose of evading the parking limitation.

(c) ~~(d)~~ Any person found in violation of this section shall be deemed guilty of an offense and upon conviction shall pay a fine as assessed by the city judge.

**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 as provided by law.

**PASSED ON FIRST READING:** \_\_\_\_\_

**PASSED ON SECOND READING:** \_\_\_\_\_

\_\_\_\_\_  
WILLIAM BO PERKINSON, Mayor

\_\_\_\_\_  
C. SETH SUMNER, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
H. CHRIS TREW, City Attorney



# City of Athens

## 1st Quarter Building Report

(January—March 2022)

### Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder



## Community Development Department

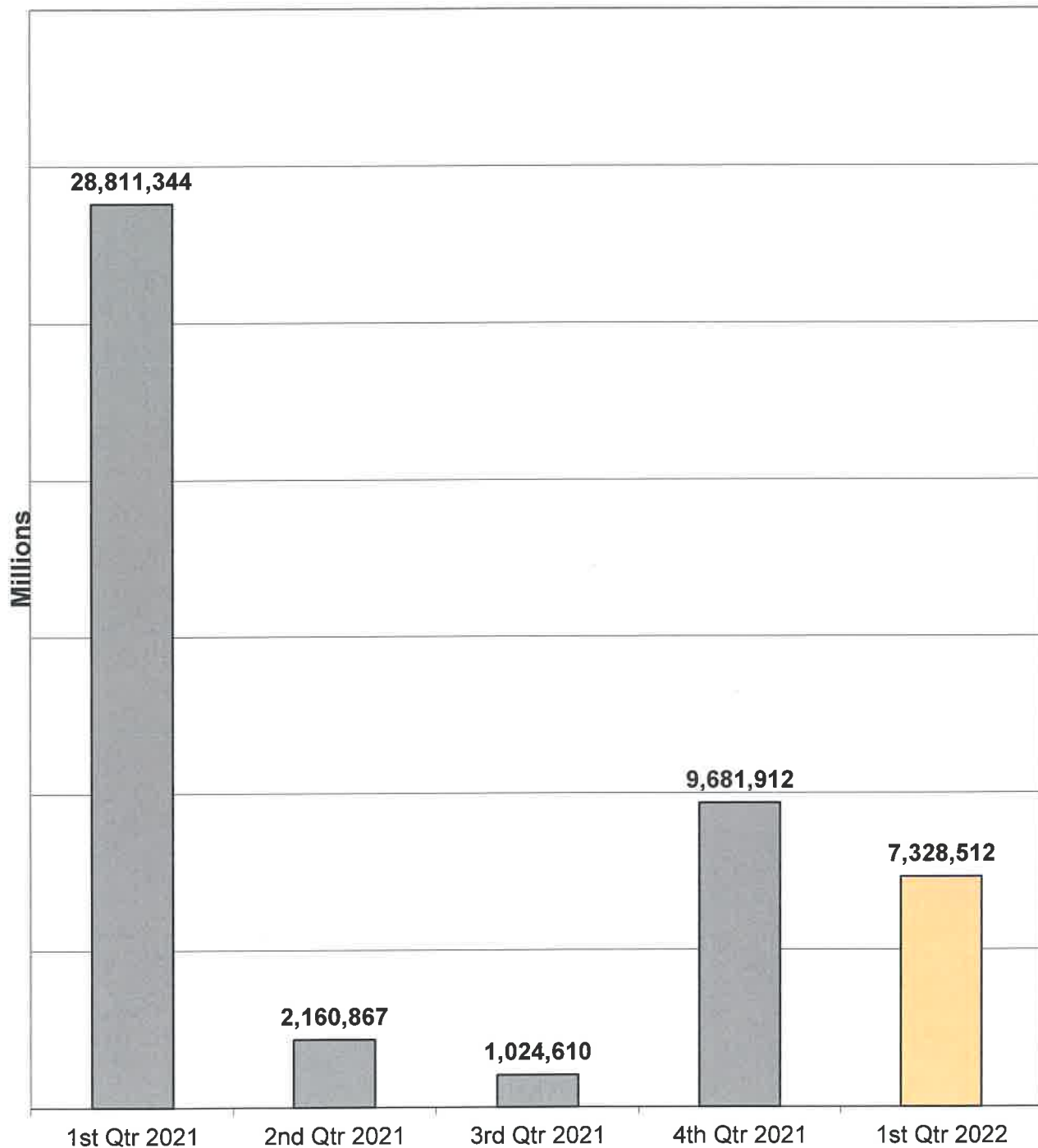
### Total Construction 2012-2022

Year	Permits	Total Construction
*2022	122	\$ 7,328,512.00
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

<b>TOTAL</b>	<b>\$ 260,927,587.00</b>
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**\*Signifies Cumulative Quarterly Totals For Current Year**  
**1st Quarter Total: \$7,328,512.00 Permit Totals: 122**

**City of Athens**  
Community Development Department  
1st Quarter Building Permit Report  
January - March 2022



**PROJECT CODE RECAP FOR PERMITS ISSUED: 1/01/2022 TO 3/31/2022**

<b>Description</b>	<b># of Permits</b>	<b>Fees</b>	<b>Value</b>
<b>ADDITION RESIDENTIAL</b>	<b>1</b>	<b>70.00</b>	<b>12,000</b>
<b>ELECTRIC</b>	<b>49</b>	<b>3,875.00</b>	<b>398,850</b>
<b>MECHANICAL</b>	<b>25</b>	<b>1,435.00</b>	<b>363,595</b>
<b>NEW GARAGE/STORAGE SHED</b>	<b>3</b>	<b>524.00</b>	<b>108,769</b>
<b>NEW RESIDENTIAL</b>	<b>17</b>	<b>10,832.00</b>	<b>2,697,098</b>
<b>PLUMBING</b>	<b>19</b>	<b>1,788.00</b>	<b>303,900</b>
<b>REMODEL/REPAIR COMMERCIAL</b>	<b>7</b>	<b>9,552.00</b>	<b>3,388,300</b>
<b>REROOF-COMMERCIAL</b>	<b>1</b>	<b>284.00</b>	<b>56,000</b>
<b>TOTALS</b>	<b>122</b>	<b>28360.00</b>	<b>7,328,512</b>



**CITY OF ATHENS, TENNESSEE**  
**Narrative on Financial Analysis**  
**March, 2022**

This narrative will discuss various aspects of the financial data presented to the city council for the above-referenced month. July, and 2 or 3 subsequent months will be above the normal percentages, primarily on the expenditure side because of several factors, as discussed below.

General Fund

Overall, we collected about \$710,000 more through March this year, primarily because we received \$660,000 more in sales tax, \$157,000 more in state sales tax, \$160,000 less from the direct appropriation grant from the State, \$208,000 less in CARES Act funding, \$480,000 more in property taxes, \$80,000 less interest and \$80,000 less in gross receipts tax. The increase in local and state sales taxes continues to exceed our projections for the budget year. As a percentage we collected 4.30% less than the budgeted revenues for last year.

PLEASE NOTE: On the financial spreadsheet that accompanies this report, at the top you will see General Fund revenues. I have only broken out major sources of revenue such as property taxes and sales taxes. The "total revenues" amount includes smaller items that I did not show in detail. A complete listing of all revenue accounts can be found on your computer-generated report titled "Statement of Actual and Estimated Revenues".

Expenditures are always going to show high in the early budget months, primarily due to the retirement contribution being paid in July and the fleet management transfer. The \$2,500,000 transfer of the excess fund balance to capital makes up 12% of the total budget.

Another factor that makes the percentage spent look high is the fact that we set up annual purchase orders for known or recurring monthly expenses. For example, in the City Council division we pay for the monthly taping of council meetings. To avoid having to prepare a purchase order every month, we prepare one for the entire year and pay off of it monthly. This total PO is included in the "expended & encumbered" percentage.

Expenditures and encumbrances for this year are \$3,444,000 more than this time last year, showing 76.43% this year. The variance is due to the \$2,500,000 fund balance transfer and the transfer to the Debt Service Funds and to the Capital Projects Fund.

Sanitation

Revenues and expenditures are comparable to the prior year.

Please let me know if I can provide additional information.

**CITY OF ATHENS, TENNESSEE**  
**Financial Analysis for March, 2022**  
(Unaudited)

	<b>Prior Year</b>		<b>Current Year</b>	<b>Increase (Decrease) From</b>		<b>Variance from Current Yr. to Prior Yr.</b>	<b>12-Month Variance (9/12=75%)</b>
	<b>3/31/2021</b>	<b>% Received</b>	<b>3/31/2022</b>	<b>Prior Year</b>	<b>% Collected</b>		
<b>GENERAL FUND</b>							
Property Taxes	6,332,430	103.64%	6,812,038	479,608	99.81%	-3.83%	24.81%
AUB In-Lieu of Taxes	735,533	77.42%	727,429	(8,104)	77.39%	-0.03%	2.39%
Local Sales Taxes	5,088,500	83.42%	5,748,441	659,941	80.96%	-2.46%	5.96%
Wholesale Beer Taxes	399,828	85.07%	395,271	(4,557)	79.05%	-6.02%	4.05%
Wholesale Liquor Taxes	199,835	99.92%	186,304	(13,531)	74.52%	-25.40%	-0.48%
Gross Receipt Taxes	213,696	48.46%	134,028	(79,668)	30.39%	-18.07%	-44.61%
State Sales Taxes	1,024,640	93.15%	1,181,661	157,021	94.53%	1.38%	19.53%
Gas and Motor Fuel Taxes	360,657	76.74%	379,989	19,332	84.44%	7.70%	9.44%
Court Fines/Costs	83,335	69.45%	144,459	61,124	144.46%	75.01%	69.46%
Interest Income	89,068	89.07%	9,234	(79,834)	30.78%	-58.29%	-44.22%
Total Revenues/% of Budget	16,099,295	92.76%	16,809,200		88.46%	-4.30%	13.46%
Increase (Decrease)		709,905					
<b>Sales Tax</b>							
	<b>2021</b>	<b>2022</b>	<b>Difference</b>				
February	4,526,097	5,150,886	624,789				
March	5,088,500	5,748,441	659,941				
<b>SANITATION</b>							
<b>Revenues:</b>							
Industrial/Commercial	340,395	92.00%	321,843	(18,552)	82.52%	-9.48%	7.52%
Residential	415,143	78.33%	411,191	(3,952)	76.15%	-2.18%	1.15%
Total Revenues	764,233		777,168	12,935			
Percent of total budget		83.07%			82.59%	-0.48%	7.59%
	<b>Prior Year</b>		<b>Current Year</b>			<b>Variance</b>	<b>12-Month</b>
	<b>3/31/2021</b>		<b>3/31/2022</b>			<b>from</b>	<b>Variance</b>
	<b>Actual</b>	<b>% Expended &amp; Encumbered</b>	<b>Actual</b>	<b>Outstanding PO's</b>	<b>% Expended &amp; Encumbered</b>	<b>Current Yr. to Prior Yr.</b>	<b>(9/12=75%)</b>
<b>GENERAL FUND</b>							
City Manager's Office	222,375	64.40%	249,425	2,202	72.54%	8.14%	-2.46%
City Council	28,907	52.08%	31,034	1,000	59.88%	7.80%	-15.12%
City Judge	9,688	74.53%	9,689		74.53%	0.00%	-0.47%
City Attorney	19,006	47.52%	10,565		26.41%	-21.11%	-48.59%
Special Appropriations	208,225	57.06%	217,440		57.66%	0.60%	-17.34%
Athens City Schools	1,797,798	74.26%	1,908,194		78.82%	4.56%	3.82%
Athens Utilities Board	347,742	72.45%	382,148	5,737	80.81%	8.36%	5.81%
<b>Total Administration</b>	<b>2,633,741</b>	<b>70.91%</b>	<b>2,808,495</b>	<b>8,939</b>	<b>75.50%</b>	<b>4.59%</b>	<b>0.50%</b>
Finance	363,108	<b>85.56%</b>	366,909	6,030	<b>77.61%</b>	-7.95%	2.61%
Personnel	156,263	<b>70.04%</b>	147,350	8,367	<b>67.73%</b>	-2.31%	-7.27%
Administration (Purchasing)	83,517	75.79%	104,649	4,457	75.82%	0.03%	0.82%
City Hall	166,396	104.00%	106,435	33,348	75.40%	-28.60%	0.40%
Information Technology	264,939	77.97%	179,796	6,123	51.83%	-26.14%	-23.17%
<b>Total Admin &amp; Emer. Svcs.</b>	<b>514,852</b>	<b>84.40%</b>	<b>390,880</b>	<b>43,928</b>	<b>63.20%</b>	<b>-21.20%</b>	<b>-11.80%</b>
Administration	127,051	73.36%	127,183	300	67.24%	-6.12%	-7.76%
Codes Enforcement	209,957	80.57%	212,073	9,060	74.94%	-5.63%	-0.06%
Cemeteries	39,706	121.80%	22,569	8,000	89.38%	-32.42%	14.38%
<b>Total Community Development</b>	<b>376,714</b>	<b>80.77%</b>	<b>361,825</b>	<b>17,360</b>	<b>80.77%</b>	<b>0.00%</b>	<b>5.77%</b>

**CITY OF ATHENS, TENNESSEE**  
**Financial Analysis for March, 2022**  
**(Unaudited)**

[illegible]

CITY OF ATHENS  
FINANCIAL REPORT  
CASH BALANCES AND INVESTMENT SHEET  
2021-2022

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
GENERAL	14,863,000	12,214,000	12,245,000	12,078,000	12,425,000	13,615,000	13,569,000	16,818,000	17,313,000
EMP MED BENEFIT	379,000	379,000	379,000	379,000	379,000	379,000	379,000	379,000	379,000
SCHOOL DEBT SER	2,178,000	2,349,000	2,524,000	2,686,000	2,855,000	2,952,000	2,953,000	2,953,000	2,953,000
CITY PROJECTS DEBT SER									400,000
CAP IMP	6,450,000	8,146,000	8,073,000	8,001,000	10,029,000	9,284,000	9,096,000	8,801,000	9,087,000
FLEET	6,280,000	6,269,000	5,785,000	5,791,000	5,793,000	5,820,000	6,022,000	6,107,000	5,876,000
SAN	1,241,000	1,263,000	1,293,000	1,313,000	1,364,000	1,371,000	1,415,000	1,443,000	1,477,000
DRUG	92,000	95,000	98,000	98,000	102,000	102,000	104,000	108,000	111,000
CONFERENCE	47,000	48,000	49,000	51,000	53,000	57,000	60,000	62,000	63,000
SCHOOL CONST	841,000	856,000	1,100,000	1,117,000	1,170,000	1,230,000	1,291,000	1,371,000	1,685,000
2021 GO BOND				7,513,000	7,513,000	7,514,000	7,514,000	7,514,000	7,476,000
TOTAL CASH & INV	32,371,000	31,619,000	31,546,000	39,027,000	41,683,000	42,324,000	42,403,000	45,556,000	46,820,000



City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

## Account Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 01 - GENERAL FUND</b>							
<b>Revenue</b>							
<a href="#">01-0000-4110</a>	CURRENT PROPERTY TAXES	6,550,000.00	6,550,000.00	820,041.00	6,520,237.00	-29,763.00	99.55 %
<a href="#">01-0000-4115</a>	PRIOR YEAR PROPERTY TAXES	150,000.00	150,000.00	97,519.00	198,823.00	48,823.00	132.55 %
<a href="#">01-0000-4120</a>	DELINQUENT PROPERTY TAXES C&	80,000.00	80,000.00	2,768.00	41,102.00	-38,898.00	51.38 %
<a href="#">01-0000-4125</a>	PUBLIC UTILITIES	85,000.00	85,000.00	52,780.00	96,230.00	11,230.00	113.21 %
<a href="#">01-0000-4130</a>	INTEREST & PENALTY PY	20,000.00	20,000.00	21,012.03	34,218.75	14,218.75	171.09 %
<a href="#">01-0000-4135</a>	INTEREST & PENALTY C&M	25,000.00	25,000.00	1,420.26	17,657.14	-7,342.86	70.63 %
<a href="#">01-0000-4145</a>	AUB ELECTRIC	720,000.00	720,000.00	67,814.78	540,473.02	-179,526.98	75.07 %
<a href="#">01-0000-4150</a>	AUB GAS	220,000.00	220,000.00	22,325.49	186,955.81	-33,044.19	84.98 %
<a href="#">01-0000-4165</a>	LOCAL SALES TAX	7,100,000.00	7,100,000.00	597,555.39	5,748,440.93	-1,351,559.07	80.96 %
<a href="#">01-0000-4170</a>	WHOLESALE BEER TAX	500,000.00	500,000.00	38,334.03	395,271.30	-104,728.70	79.05 %
<a href="#">01-0000-4171</a>	WHOLESALE LIQUOR TAX	250,000.00	250,000.00	23,738.94	186,303.57	-63,696.43	74.52 %
<a href="#">01-0000-4176</a>	BUSINESS LICENSE APPLICATION FE	1,000.00	1,000.00	150.00	750.00	-250.00	75.00 %
<a href="#">01-0000-4177</a>	BUSINESS TAX-ST CLERK FEE	40,000.00	40,000.00	1,647.49	13,323.21	-26,676.79	33.31 %
<a href="#">01-0000-4178</a>	BUSINESS TAX-ST COLLECTED	400,000.00	400,000.00	13,518.98	119,955.07	-280,044.93	29.99 %
<a href="#">01-0000-4184</a>	FLEA MARKET FEES	0.00	0.00	0.00	28.00	28.00	0.00 %
<a href="#">01-0000-4185</a>	HOTEL/MOTEL TAX	0.00	0.00	-115,308.18	0.00	0.00	0.00 %
<a href="#">01-0000-4205</a>	CABLE TV FRANCHISE TAX-COMCAS	160,000.00	160,000.00	0.00	80,647.32	-79,352.68	50.40 %
<a href="#">01-0000-4210</a>	CABLE TV FRANCHISE TAX-AT&T	10,000.00	10,000.00	0.00	5,035.86	-4,964.14	50.36 %
<a href="#">01-0000-4310</a>	TAXI/WRECKER/SOLICITORS	1,000.00	1,000.00	0.00	140.00	-860.00	14.00 %
<a href="#">01-0000-4315</a>	BEER PERMITS	12,000.00	12,000.00	325.00	13,151.66	1,151.66	109.60 %
<a href="#">01-0000-4320</a>	ANIMAL CONTROL	1,000.00	1,000.00	210.00	1,245.00	245.00	124.50 %
<a href="#">01-0000-4325</a>	BUILDING LICENSES & PERMITS	50,000.00	50,000.00	15,848.00	75,132.25	25,132.25	150.26 %
<a href="#">01-0000-4410</a>	TVA PAYMENTS IN LIEU OF TAX	150,000.00	150,000.00	0.00	73,187.30	-76,812.70	48.79 %
<a href="#">01-0000-4415</a>	HOUSING AUTHORITY IN LIEU OF T	60,000.00	60,000.00	0.00	65,557.18	5,557.18	109.26 %
<a href="#">01-0000-4420</a>	STATE LAW/FIRE GRANTS	43,000.00	43,000.00	19,200.00	19,200.00	-23,800.00	44.65 %
<a href="#">01-0000-4425</a>	STATE SALES TAX	1,250,000.00	1,250,000.00	117,008.73	1,181,660.98	-68,339.02	94.53 %
<a href="#">01-0000-4430</a>	STATE INCOME TAX	0.00	0.00	0.00	31,236.07	31,236.07	0.00 %
<a href="#">01-0000-4435</a>	STATE BEER TAX	6,000.00	6,000.00	0.00	3,417.49	-2,582.51	56.96 %
<a href="#">01-0000-4440</a>	STATE MIXED DRINK TAX	50,000.00	50,000.00	5,493.00	53,772.82	3,772.82	107.55 %
<a href="#">01-0000-4445</a>	STATE GAS INSPECTION TAX	28,000.00	28,000.00	2,151.62	19,589.30	-8,410.70	69.96 %
<a href="#">01-0000-4450</a>	STATE EXCISE TAX	40,000.00	40,000.00	71,768.00	71,768.00	31,768.00	179.42 %
<a href="#">01-0000-4455</a>	STATE SPORTSBETTING TAX	8,000.00	8,000.00	0.00	9,151.90	1,151.90	114.40 %
<a href="#">01-0000-4460</a>	REIMB OTHER GOVERNMENTS	80,000.00	80,000.00	0.00	79,212.67	-787.33	99.02 %
<a href="#">01-0000-4465</a>	STATE GAS & MOTOR FUEL TAX	450,000.00	450,000.00	38,102.68	379,988.53	-70,011.47	84.44 %
<a href="#">01-0000-4475</a>	REIMB:HIGHWAY MAINTENANCE	20,000.00	20,000.00	0.00	9,974.58	-10,025.42	49.87 %
<a href="#">01-0000-4520</a>	GRANT FUNDS	169,000.00	169,000.00	0.00	168,390.00	-610.00	99.64 %
<a href="#">01-0000-4530</a>	GRANTS - POLICE DEPT.	0.00	0.00	11,426.05	35,540.94	35,540.94	0.00 %
<a href="#">01-0000-4620</a>	ACCIDENT REPORT CHARGES	0.00	0.00	89.10	1,159.92	1,159.92	0.00 %
<a href="#">01-0000-4625</a>	REPAIR DAMAGES AUB	25,000.00	25,000.00	3,440.66	21,267.56	-3,732.44	85.07 %
<a href="#">01-0000-4630</a>	CEMETERY LOTS	1,000.00	1,000.00	-140.00	5,800.00	4,800.00	580.00 %
<a href="#">01-0000-4635</a>	CEDAR GROVE EXPANSION	5,000.00	5,000.00	1,440.00	16,300.00	11,300.00	326.00 %
<a href="#">01-0000-4665</a>	POOLS INGLESIDE	10,000.00	10,000.00	120.00	5,681.25	-4,318.75	56.81 %
<a href="#">01-0000-4675</a>	RECREATION CONCESSIONS	30,000.00	30,000.00	3,847.25	20,586.83	-9,413.17	68.62 %
<a href="#">01-0000-4690</a>	GENERAL CLASSES	30,000.00	30,000.00	16,500.41	26,781.01	-3,218.99	89.27 %
<a href="#">01-0000-4700</a>	YOUTH SPORTS ACTIVITIES	15,000.00	15,000.00	21,345.00	32,800.00	17,800.00	218.67 %
<a href="#">01-0000-4705</a>	LEASE/RENTAL BALLFIELDS	3,000.00	3,000.00	525.00	4,330.00	1,330.00	144.33 %
<a href="#">01-0000-4710</a>	LEASE/RENTAL PICNIC SHEL	3,000.00	3,000.00	762.50	4,525.00	1,525.00	150.83 %
<a href="#">01-0000-4740</a>	FOUNDATION REVENUE	0.00	0.00	2,325.00	4,743.00	4,743.00	0.00 %
<a href="#">01-0000-4810</a>	CITY COURT FINES & COSTS	100,000.00	100,000.00	13,927.28	144,459.16	44,459.16	144.46 %
<a href="#">01-0000-4835</a>	FALSE ALARM FEES	1,000.00	1,000.00	0.00	1,100.00	100.00	110.00 %

## Monthly Rev and Exp Reports for Council

For Fiscal: 2021-2022 Period Ending: 03/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-0000-4910</u>	INTEREST INCOME	30,000.00	30,000.00	2,169.41	9,233.54	-20,766.46	30.78 %
<u>01-0000-4920</u>	SALE OF CITY PROPERTY	0.00	0.00	0.00	3,750.08	3,750.08	0.00 %
<u>01-0000-4925</u>	INSURANCE RECOVERIES	0.00	0.00	0.00	375.00	375.00	0.00 %
<u>01-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	24.56	690.24	690.24	0.00 %
<u>01-0000-4935</u>	THIRD PARTY CONTRIBUTIONS	0.00	0.00	2,887.11	6,987.11	6,987.11	0.00 %
<u>01-0000-4999</u>	MISCELLANEOUS INCOME	20,000.00	20,000.00	1,770.87	21,861.36	1,861.36	109.31 %
	<b>Revenue Total:</b>	<b>19,002,000.00</b>	<b>19,002,000.00</b>	<b>1,997,884.44</b>	<b>16,809,199.71</b>	<b>-2,192,800.29</b>	<b>88.46 %</b>
	<b>Fund: 01 - GENERAL FUND Total:</b>	<b>19,002,000.00</b>	<b>19,002,000.00</b>	<b>1,997,884.44</b>	<b>16,809,199.71</b>	<b>-2,192,800.29</b>	<b>88.46 %</b>
	<b>Report Total:</b>	<b>19,002,000.00</b>	<b>19,002,000.00</b>	<b>1,997,884.44</b>	<b>16,809,199.71</b>	<b>-2,192,800.29</b>	<b>88.46 %</b>



City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

## Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 01 - GENERAL FUND</b>							
<b>Department: 01 - Administration</b>							
0101 - City Manager's Office	346,900.00	346,900.00	23,404.83	249,424.85	2,201.90	95,273.25	72.54 %
0102 - City Council	53,500.00	53,500.00	3,184.24	31,034.12	1,000.00	21,465.88	59.88 %
0103 - City Judge	13,000.00	13,000.00	1,076.50	9,688.50	0.00	3,311.50	74.53 %
0104 - City Attorney	40,000.00	40,000.00	300.00	10,565.00	0.00	29,435.00	26.41 %
0105 - Special Appropriations	377,100.00	377,100.00	16,000.00	217,440.00	0.00	159,660.00	57.66 %
0106 - Athens City Schools	2,421,000.00	2,421,000.00	198,310.08	1,908,194.35	0.00	512,805.65	78.82 %
0107 - Athens Utilities Board	480,000.00	480,000.00	41,034.46	382,147.72	5,736.70	92,115.58	80.81 %
<b>Department: 01 - Administration Total:</b>	<b>3,731,500.00</b>	<b>3,731,500.00</b>	<b>283,310.11</b>	<b>2,808,494.54</b>	<b>8,938.60</b>	<b>914,066.86</b>	<b>75.50 %</b>
<b>Department: 02 - Finance</b>							
0201 - Finance	480,500.00	480,500.00	28,177.76	366,909.43	6,030.03	107,560.54	77.61 %
<b>Department: 02 - Finance Total:</b>	<b>480,500.00</b>	<b>480,500.00</b>	<b>28,177.76</b>	<b>366,909.43</b>	<b>6,030.03</b>	<b>107,560.54</b>	<b>77.61 %</b>
<b>Department: 03 - Human Resources</b>							
0301 - Human Resources	229,900.00	229,900.00	13,324.30	147,350.14	8,366.83	74,183.03	67.73 %
<b>Department: 03 - Human Resources Total:</b>	<b>229,900.00</b>	<b>229,900.00</b>	<b>13,324.30</b>	<b>147,350.14</b>	<b>8,366.83</b>	<b>74,183.03</b>	<b>67.73 %</b>
<b>Department: 04 - Administrative Services</b>							
0401 - Administration	143,900.00	143,900.00	21,899.60	104,649.47	4,457.35	34,793.18	75.82 %
0402 - City Hall	185,400.00	185,400.00	11,843.21	106,434.51	33,348.43	45,617.06	75.40 %
0403 - Information Technology	358,700.00	358,700.00	13,300.63	179,796.29	6,122.69	172,781.02	51.83 %
<b>Department: 04 - Administrative Services Total:</b>	<b>688,000.00</b>	<b>688,000.00</b>	<b>47,043.44</b>	<b>390,880.27</b>	<b>43,928.47</b>	<b>253,191.26</b>	<b>63.20 %</b>
<b>Department: 05 - Community Development</b>							
0501 - Administration	189,600.00	189,600.00	11,353.04	127,183.20	300.00	62,116.80	67.24 %
0502 - Codes Enforcement	295,100.00	295,100.00	16,917.53	212,073.42	9,060.00	73,966.58	74.94 %
0503 - Cemeteries	34,200.00	34,200.00	5,000.00	22,568.75	8,000.00	3,631.25	89.38 %
<b>Department: 05 - Community Development Total:</b>	<b>518,900.00</b>	<b>518,900.00</b>	<b>33,270.57</b>	<b>361,825.37</b>	<b>17,360.00</b>	<b>139,714.63</b>	<b>73.07 %</b>
<b>Department: 06 - Police</b>							
0601 - Administration	352,600.00	352,600.00	8,901.65	174,293.63	2,539.43	175,766.94	50.15 %
0602 - Patrol	2,333,000.00	2,333,000.00	132,015.78	1,726,912.45	23,053.50	583,034.05	75.01 %
0603 - Special Services	553,800.00	553,800.00	31,013.34	388,586.34	200.00	165,013.66	70.20 %
<b>Department: 06 - Police Total:</b>	<b>3,239,400.00</b>	<b>3,239,400.00</b>	<b>171,930.77</b>	<b>2,289,792.42</b>	<b>25,792.93</b>	<b>923,814.65</b>	<b>71.48 %</b>
<b>Department: 07 - Fire</b>							
0701 - Administration	177,400.00	177,400.00	11,730.15	135,649.98	946.90	40,803.12	77.00 %
0702 - Prevention	97,400.00	97,400.00	5,695.19	77,184.25	68.95	20,146.80	79.32 %

Monthly Rev and Exp Reports for Council

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
0703 - Suppression	2,235,500.00	2,235,500.00	132,375.33	1,790,025.97	21,209.79	424,264.24	81.02 %
Department: 07 - Fire Total:	2,510,300.00	2,510,300.00	149,800.67	2,002,860.20	22,225.64	485,214.16	80.67 %
Department: 08 - Parks and Recreation							
0801 - Administration	246,500.00	246,500.00	14,092.82	175,546.44	10,815.18	60,138.38	75.60 %
0802 - Maintenance	733,800.00	733,800.00	50,356.55	521,501.47	59,737.16	152,561.37	79.21 %
0803 - Swimming Pools	43,600.00	43,600.00	-571.78	31,244.49	1,671.94	10,683.57	75.50 %
0804 - Program Planning	308,900.00	308,900.00	25,487.13	217,124.41	40,924.54	50,851.05	83.54 %
Department: 08 - Parks and Recreation Total:	1,332,800.00	1,332,800.00	89,364.72	945,416.81	113,148.82	274,234.37	79.42 %
Department: 09 - Public Works							
0901 - Administration	330,700.00	330,700.00	24,916.10	234,734.53	2,953.14	93,012.33	71.87 %
0902 - Traffic Control	296,200.00	296,200.00	15,173.92	122,672.03	15,549.54	157,978.43	46.66 %
0903 - Street Maintenance	994,600.00	994,600.00	20,191.66	308,826.09	58,602.43	627,171.48	36.94 %
0904 - Street Construction	578,700.00	578,700.00	17,359.52	318,922.91	48,555.43	211,221.66	63.50 %
0905 - Street Cleaning	942,300.00	942,300.00	44,772.63	691,701.34	39,011.03	211,587.63	77.55 %
0906 - Fleet Maintenance	322,800.00	322,800.00	26,338.70	217,097.86	3,695.54	102,006.60	68.40 %
0908 - Animal Control	163,100.00	163,100.00	13,492.79	112,613.82	2,195.24	48,290.94	70.39 %
Department: 09 - Public Works Total:	3,628,400.00	3,628,400.00	162,245.32	2,006,568.58	170,562.35	1,451,269.07	60.00 %
Department: 10 - Communications/Dispatch							
1004 - Communications/Dispatch	302,300.00	302,300.00	0.00	223,235.70	0.00	79,064.30	73.85 %
Department: 10 - Communications/Dispatch Total:	302,300.00	302,300.00	0.00	223,235.70	0.00	79,064.30	73.85 %
Department: 11 - Transfers							
1101 - Non-Departmental	2,340,000.00	4,840,000.00	562,785.95	4,468,261.02	5,866.51	365,872.47	92.44 %
Department: 11 - Transfers Total:	2,340,000.00	4,840,000.00	562,785.95	4,468,261.02	5,866.51	365,872.47	92.44 %
Fund: 01 - GENERAL FUND Total:	19,002,000.00	21,502,000.00	1,541,253.61	16,011,594.48	422,220.18	5,068,185.34	76.43 %
Report Total:	19,002,000.00	21,502,000.00	1,541,253.61	16,011,594.48	422,220.18	5,068,185.34	76.43 %





City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

## Account Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

### Fund: 12 - SANITATION

#### Revenue

<u>12-0000-4648</u>	REFUSE PENALTY	4,000.00	4,000.00	243.09	2,079.57	-1,920.43	51.99 %
<u>12-0000-4650</u>	IND/COMMERCIAL REFUSE CHARG	390,000.00	390,000.00	29,483.00	321,842.72	-68,157.28	82.52 %
<u>12-0000-4658</u>	REFUSE COLLECTION CHARGES	540,000.00	540,000.00	43,351.85	411,190.56	-128,809.44	76.15 %
<u>12-0000-4750</u>	RECYCLING CENTER	2,000.00	2,000.00	731.15	3,983.56	1,983.56	199.18 %
<u>12-0000-4910</u>	INTEREST INCOME	2,000.00	2,000.00	177.09	429.27	-1,570.73	21.46 %
<u>12-0000-4920</u>	SALE OF CITY PROPERTY	0.00	0.00	0.00	31,500.00	31,500.00	0.00 %
<u>12-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	3.58	47.54	47.54	0.00 %
<u>12-0000-4999</u>	MISCELLANEOUS INCOME	3,000.00	3,000.00	114.90	6,094.28	3,094.28	203.14 %
<b>Revenue Total:</b>		<b>941,000.00</b>	<b>941,000.00</b>	<b>74,104.66</b>	<b>777,167.50</b>	<b>-163,832.50</b>	<b>82.59 %</b>
<b>Fund: 12 - SANITATION Total:</b>		<b>941,000.00</b>	<b>941,000.00</b>	<b>74,104.66</b>	<b>777,167.50</b>	<b>-163,832.50</b>	<b>82.59 %</b>
<b>Report Total:</b>		<b>941,000.00</b>	<b>941,000.00</b>	<b>74,104.66</b>	<b>777,167.50</b>	<b>-163,832.50</b>	<b>82.59 %</b>



City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council Group Summary

For Fiscal: 2021-2022 Period Ending: 03/31/2022

Division

Fund: 12 - SANITATION

Department: 09 - Public Works

0907 - Sanitation

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Used
	941,000.00	941,000.00	50,881.35	669,231.89	6,313.80	265,454.31	71.79 %
Department: 09 - Public Works Total:	941,000.00	941,000.00	50,881.35	669,231.89	6,313.80	265,454.31	71.79 %
Fund: 12 - SANITATION Total:	941,000.00	941,000.00	50,881.35	669,231.89	6,313.80	265,454.31	71.79 %
Report Total:	941,000.00	941,000.00	50,881.35	669,231.89	6,313.80	265,454.31	71.79 %

# City of Athens Fire Dept

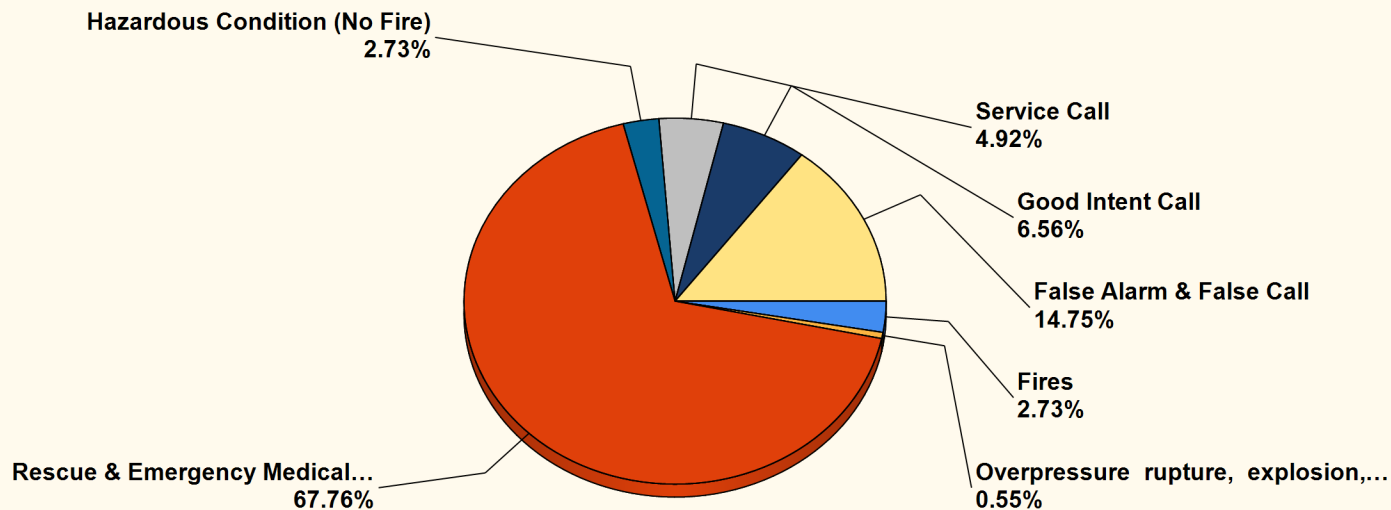
Athens, TN

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 03/01/2022 | End Date: 03/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	2.73%
Overpressure rupture, explosion, overheating - no fire	1	0.55%
Rescue & Emergency Medical Service	124	67.76%
Hazardous Condition (No Fire)	5	2.73%
Service Call	9	4.92%
Good Intent Call	12	6.56%
False Alarm & False Call	27	14.75%
<b>TOTAL</b>	<b>183</b>	<b>100%</b>

Keith's Children Academy visit  
Athens Homeschoolers visit  
Fire Extinguisher Classes with Creative Foam  
Evacuation Drills with Creative Foam  
5 - TFACA Rope Ops Class  
3 - Advanced TLO Class  
8 CPR Classes with 73 students  
925 hours Employee Training

Tri-State Meeting  
Down Town Family Night Market Park  
Engine Truck Ops Class  
Training with State Fire Marshal - Gas  
16 Hour Intro. to Fire & Emergency Services Classes  
2 State Inspections

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

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	0.55%
131 - Passenger vehicle fire	1	0.55%
141 - Forest, woods or wildland fire	1	0.55%
154 - Dumpster or other outside trash receptacle fire	1	0.55%
170 - Cultivated vegetation, crop fire, other	1	0.55%
251 - Excessive heat, scorch burns with no ignition	1	0.55%
311 - Medical assist, assist EMS crew	106	57.92%
322 - Motor vehicle accident with injuries	14	7.65%
324 - Motor vehicle accident with no injuries.	3	1.64%
350 - Extrication, rescue, other	1	0.55%
412 - Gas leak (natural gas or LPG)	2	1.09%
445 - Arcing, shorted electrical equipment	2	1.09%
461 - Building or structure weakened or collapsed	1	0.55%
551 - Assist police or other governmental agency	4	2.19%
561 - Unauthorized burning	3	1.64%
571 - Cover assignment, standby, moveup	2	1.09%
611 - Dispatched & cancelled en route	6	3.28%
622 - No incident found on arrival at dispatch address	1	0.55%
651 - Smoke scare, odor of smoke	4	2.19%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.55%
740 - Unintentional transmission of alarm, other	1	0.55%
743 - Smoke detector activation, no fire - unintentional	1	0.55%
744 - Detector activation, no fire - unintentional	25	13.66%
<b>TOTAL INCIDENTS:</b>	<b>183</b>	<b>100%</b>

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: 03/01/2022 | End Date: 03/31/2022

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2022-390	\$59,200.00	\$28,000.00	\$31,200.00
2022-465	\$10,000.00	\$9,000.00	\$1,000.00
<b>Totals:</b>	<b>\$69,200.00</b>	<b>\$37,000.00</b>	<b>\$32,200.00</b>

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.



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# City of Athens Fire Dept

Athens, TN

This report was generated on 4/6/2022 2:40:22 PM



## Losses for Date Range

Start Date: 03/01/2022 | End Date: 03/31/2022

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
4	\$43,000.00	\$3,400.00	\$46,400.00	\$11,600.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2022-390	03/07/2022	461 - Building or structure weakened or collapsed	\$25,000.00	\$3,000.00	\$28,000.00	60.34%
2022-465	03/20/2022	131 - Passenger vehicle fire	\$9,000.00	\$0.00	\$9,000.00	19.40%
2022-508	03/28/2022	324 - Motor vehicle accident with no injuries.	\$4,000.00	\$400.00	\$4,400.00	9.48%
2022-523	03/30/2022	324 - Motor vehicle accident with no injuries.	\$5,000.00	\$0.00	\$5,000.00	10.78%

Only REVIEWED incidents included



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# City of Athens Fire Dept

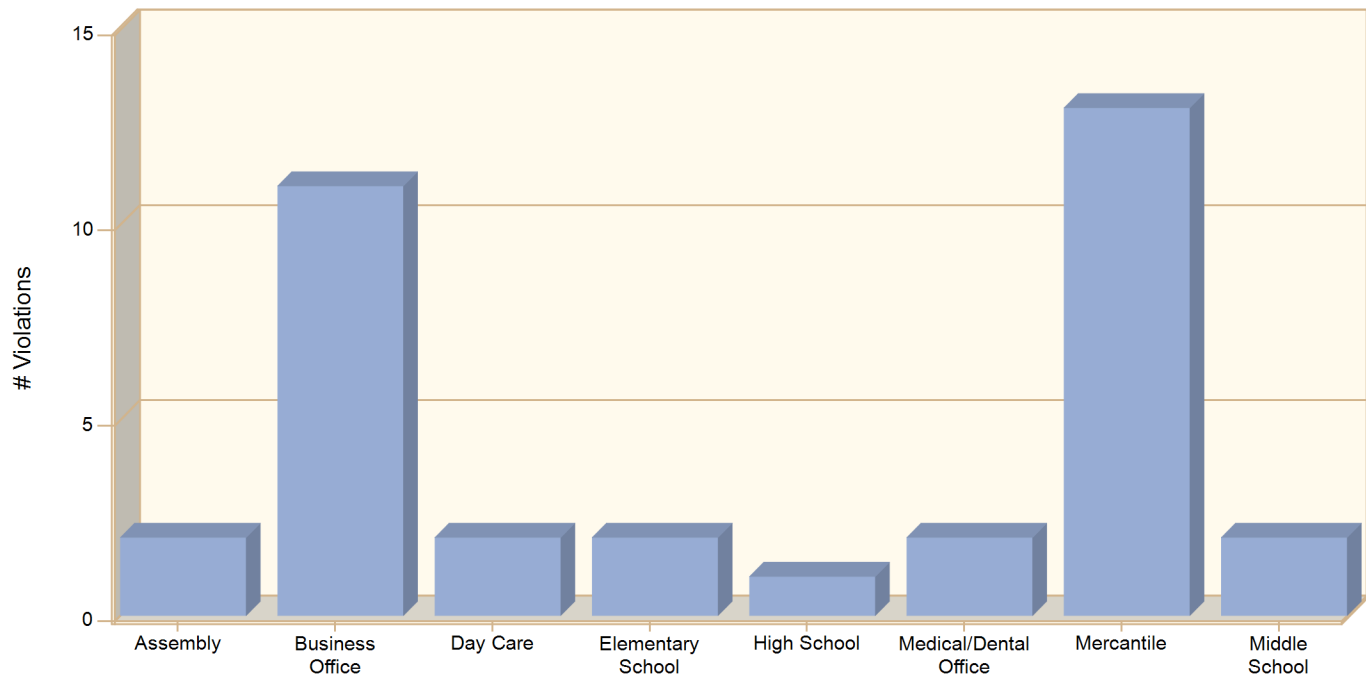
Athens, TN

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## Count of Violations per Occupancy Type for Inspection Date Range

Inspection Observations: FAIL | Start Date: 03/01/2022 | End Date: 03/31/2022



OCCUPANCY TYPE	# VIOLATIONS
Assembly	2
Business Office	11
Day Care	2
Elementary School	2
High School	1
Medical/Dental Office	2
Mercantile	13
Middle School	2
Total of Violations:	35

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



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# City of Athens Fire Dept

Athens, TN

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## Completed Inspections per Inspection Type for Date Range

Occupancy Status: All | Start Date: 03/01/2022 | End Date: 03/31/2022

ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Alarm System Test						
269	Creative Foam	2301 Denso DR Athens, TN 37303	03/02/2022	Roach, Josh	Passed	
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	03/25/2022	Evans, Robert Tyler	Passed	
465	Ingleside Elementary School	200 Guille ST Athens, TN 37303	03/25/2022	Key, Quintin G	Passed with Comments	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	03/25/2022	Evans, Robert Tyler	Passed	
596	McMinn County Alternative School	1775 Overland DR Athens, TN 37303	03/25/2022	Key, Quintin G	Passed	
890	Tri County Center	3030 Lee HWY Athens, TN 37303	03/25/2022	Key, Quintin G	Passed with Comments	
66	Athens City Middle School	200 Keith LN Athens, TN 37303	03/25/2022	Evans, Robert Tyler	Violation Notice Issued	
380	Christ's Legacy Academy	625 Matlock AVE Athens, TN 37303	03/25/2022	Evans, Robert Tyler	Passed	
973	Westside School	700 Westside AVE Athens, TN 37303	03/25/2022	Evans, Robert Tyler	Passed	
638	North City School	1601 Palos ST Athens, TN 37303	03/28/2022	Key, Quintin G	Passed with Comments	
243	City Park School	203 Keith LN Athens, TN 37303	03/28/2022	Fling, Jason R	Passed	

Total # Inspections for Alarm System Test 11

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Annual						
434	Helen Ross McNabb	2336 S Congress PKY Athens, TN 37303	03/01/2022	Fling, Jason R	Passed	
513	La Chiquite	207 E Madison AVE Athens, TN 37303	03/02/2022	Fulbright, Joshah	Passed with Comments	
316	Dunhams	1866 Decatur PIKE Athens, TN 37303	03/04/2022	Fling, Jason R	Passed with Comments	
717	Rent-A-Center	1864 Decatur PIKE Athens, TN 37303	03/04/2022	Fling, Jason R	Passed with Minor Violations	
877	Tobacco Outlet	1860 Decatur PIKE Athens, TN 37303	03/04/2022	Fling, Jason R	Passed with Minor Violations	
269	Creative Foam	2301 Denso DR Athens, TN 37303	03/09/2022	Martin, Dustin R	Passed	
436	Volunteer Behavioral Health Care System	1805 Ingleside AVE Athens, TN 37303	03/11/2022	Roach, Josh	Passed	
890	Tri County Center	3030 Lee HWY Athens, TN 37303	03/11/2022	Roach, Josh	Passed	
790	Southern Homes	205 E Madison AVE Athens, TN 37303	03/11/2022	Roach, Josh	Passed with Comments	
1123	Stiles	202 E Madison AVE Athens, TN 37303	03/11/2022	Roach, Josh	Passed	
427	Happy Hounds	203 E Washington AVE Athens, TN 37303	03/11/2022	Roach, Josh	Passed	
837	Tax Plus	416 N Congress PKY Athens, TN 37303	03/11/2022	Moses, Casey B	Passed	
360	Ifiniti Insurance	416 N Congress PKY Athens, TN 37303	03/11/2022	Moses, Casey B	Passed	
809	Studio 3	416 N Congress PKY #A Athens, TN 37303	03/11/2022	Moses, Casey B	Passed with Comments	

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Annual						
787	American Job Center Tennessee	410 N Congress PKY Athens, TN 37303	03/11/2022	Moses, Casey B	Passed with Comments	
490	Johnson's Home Furnishings	109 E Madison AVE Athens, TN 37303	03/11/2022	Roach, Josh	Passed with Comments	
580	Misdemeanor Probation Service	109 N Jackson ST Athens, TN 37303	03/14/2022	Roach, Josh	Passed	
897	TWU Brammer House	N Jackson ST Athens, TN 37303	03/14/2022	Roach, Josh	Passed with Comments	
906	TWU Lawrence Hall	108 College ST Athens, TN 37303	03/14/2022	Littleton, Robert T	Passed with Comments	
909	TWU Old College Building	110 College ST Athens, TN 37303	03/14/2022	Lillard, Christopher M	Passed with Comments	
902	TWU Fisher Science	202 College ST Athens, TN 37303	03/14/2022	Roach, Josh	Passed with Comments	
	Evolve	744 Tell ST Athens, TN 37303 Suite 100	03/16/2022	Hicks, Taylor C	Passed	
1027	CORA Physical Therapy Athens	933 Decatur PIKE Athens, TN 37303	03/22/2022	Key, Quintin G	Passed	
420	Hair Kingdom	931 Decatur PIKE Athens, TN 37303	03/22/2022	Key, Quintin G	Passed	
708	T-Mobile	1854 Decatur PIKE Athens, TN 37303	03/22/2022	Evans, Robert Tyler	Passed with Minor Violations	
227	China Wok	1850 Decatur PIKE Athens, TN 37303	03/22/2022	Evans, Robert Tyler	Correction Notice Issued	

Total # Inspections for Annual:

26

Includes LOCKED inspections for both archived and unarchived occupancy records.



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ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Assembly Use						
495	K Nails	1858 Decatur PIKE #Suite 4 Athens, TN 37303	03/04/2022	Fling, Jason R	Passed	1
Total # Inspections for Assembly Use:						
Inspection Type: Fire Protection System Inspection						
375	First Franklin	941 Decatur PIKE Athens, TN 37303	03/22/2022	Key, Quintin G	Passed	1
Total # Inspections for Fire Protection System Inspection:						

TOTAL # INSPECTIONS: 39

Includes LOCKED inspections for both archived and unarchived occupancy records.

# City of Athens Fire Dept

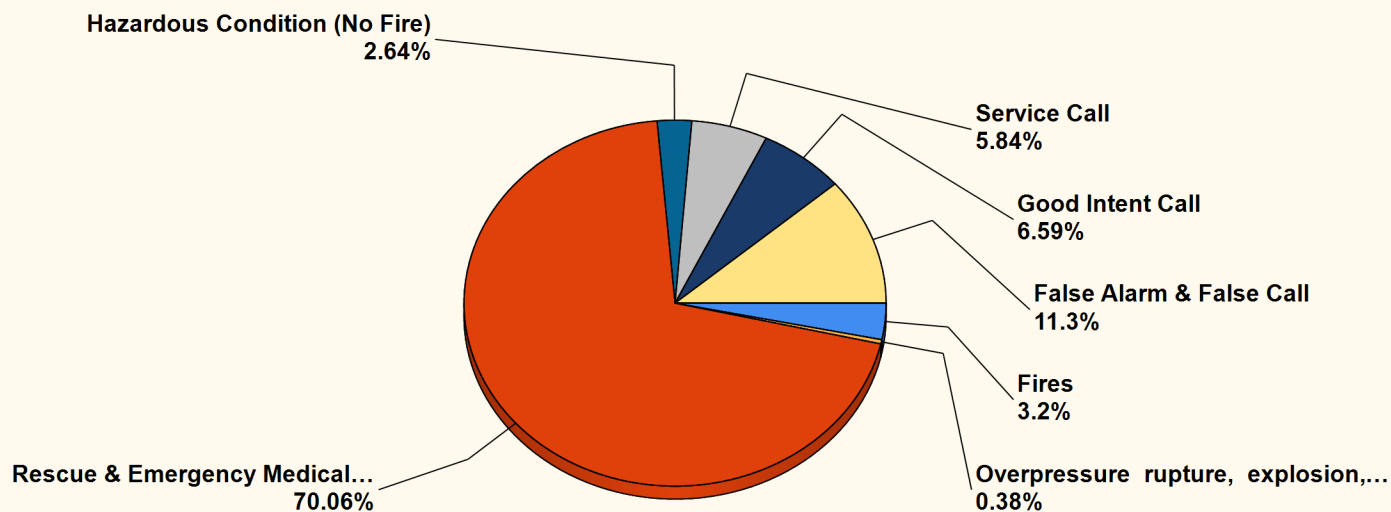
Athens, TN

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 03/31/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	17	3.2%
Overpressure rupture, explosion, overheating - no fire	2	0.38%
Rescue & Emergency Medical Service	372	70.06%
Hazardous Condition (No Fire)	14	2.64%
Service Call	31	5.84%
Good Intent Call	35	6.59%
False Alarm & False Call	60	11.3%
<b>TOTAL</b>	<b>531</b>	<b>100%</b>

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	2	0.38%
113 - Cooking fire, confined to container	1	0.19%
118 - Trash or rubbish fire, contained	2	0.38%
122 - Fire in motor home, camper, recreational vehicle	1	0.19%
131 - Passenger vehicle fire	3	0.56%
140 - Natural vegetation fire, other	1	0.19%
141 - Forest, woods or wildland fire	2	0.38%
142 - Brush or brush-and-grass mixture fire	2	0.38%
154 - Dumpster or other outside trash receptacle fire	1	0.19%
160 - Special outside fire, other	1	0.19%
170 - Cultivated vegetation, crop fire, other	1	0.19%
251 - Excessive heat, scorch burns with no ignition	2	0.38%
311 - Medical assist, assist EMS crew	336	63.28%
322 - Motor vehicle accident with injuries	29	5.46%
324 - Motor vehicle accident with no injuries.	4	0.75%
350 - Extrication, rescue, other	1	0.19%
351 - Extrication of victim(s) from building/structure	1	0.19%
352 - Extrication of victim(s) from vehicle	1	0.19%
412 - Gas leak (natural gas or LPG)	4	0.75%
424 - Carbon monoxide incident	3	0.56%
440 - Electrical wiring/equipment problem, other	1	0.19%
445 - Arcing, shorted electrical equipment	2	0.38%
461 - Building or structure weakened or collapsed	1	0.19%
462 - Aircraft standby	2	0.38%
480 - Attempted burning, illegal action, other	1	0.19%
500 - Service Call, other	1	0.19%
520 - Water problem, other	1	0.19%
522 - Water or steam leak	1	0.19%
550 - Public service assistance, other	1	0.19%
551 - Assist police or other governmental agency	14	2.64%
561 - Unauthorized burning	11	2.07%
571 - Cover assignment, standby, moveup	2	0.38%
600 - Good intent call, other	2	0.38%
611 - Dispatched & cancelled en route	20	3.77%
622 - No incident found on arrival at dispatch address	5	0.94%
631 - Authorized controlled burning	1	0.19%
651 - Smoke scare, odor of smoke	5	0.94%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.19%
671 - HazMat release investigation w/no HazMat	1	0.19%
736 - CO detector activation due to malfunction	1	0.19%
740 - Unintentional transmission of alarm, other	1	0.19%
743 - Smoke detector activation, no fire - unintentional	2	0.38%
744 - Detector activation, no fire - unintentional	56	10.55%
<b>TOTAL INCIDENTS:</b>	<b>531</b>	<b>100%</b>

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

This report was generated on 4/6/2022 2:43:06 PM



## Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2022 | End Date: 03/31/2022

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2022-96	\$16,000.00	\$16,000.00	\$0.00
2022-163	\$10,000.00	\$2,000.00	\$8,000.00
2022-164	\$500.00	\$500.00	\$0.00
2022-172	\$650,000.00	\$500.00	\$649,500.00
2022-202	\$950,000.00	\$125,000.00	\$825,000.00
2022-213	\$10,200.00	\$200.00	\$10,000.00
2022-271	\$500.00	\$500.00	\$0.00
2022-390	\$59,200.00	\$28,000.00	\$31,200.00
2022-465	\$10,000.00	\$9,000.00	\$1,000.00
<b>Totals:</b>	<b>\$1,706,400.00</b>	<b>\$181,700.00</b>	<b>\$1,524,700.00</b>

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 4/6/2022 3:10:35 PM



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

Incident Type Range: 100 - 911 | StartDate: 01/01/2022 | EndDate: 03/31/2022

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Automatic aid received				
02/24/2022	2022-335	Highway 39	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2

Percentage of Total Incidents: 0.19%

AID TYPE: Mutual aid given				
01/27/2022	2022-182	150 COUNTY RD 135	142 - Brush or brush-and-grass mixture fire	ST1 - Athens Fire Station 1
02/09/2022	2022-257	453 COUNTY RD 442	142 - Brush or brush-and-grass mixture fire	ST1 - Athens Fire Station 1
03/07/2022	2022-388	43MM N Interstate 75	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
03/21/2022	2022-472	1538 COUNTY RD 560	141 - Forest, woods or wildland fire	ST1 - Athens Fire Station 1
03/30/2022	2022-520	300 Wears Valley RD	571 - Cover assignment, standby, moveup	ST1 - Athens Fire Station 1
03/30/2022	2022-521	300 Wears Valley RD	571 - Cover assignment, standby, moveup	ST1 - Athens Fire Station 1

Percentage of Total Incidents: 1.13%

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

March 2022

<u>Date</u>	<u>CAD #</u>	<u>EMS Response Location</u>
03/06/2022	2022-384	Riceville
03/10/2022	2022-403	Etowah
03/12/2022	2022-418	Etowah
03/16/2022	2022-438	Riceville
03/23/2022	2022-485	Etowah
03/24/2022	2022-489	Englewood
03/28/2022	2022-502	Riceville
03/31/2022	2022-532	Etowah

City of Athens Fire Department responded to 106 Medical Calls. EMS responded from outside the City of Athens 8 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	0	0
2. Sex Offense	1	3	4
3. Robbery	2	2	0
4. Assault	27	73	28
<b>Part II - Crime Against Property</b>			
5. Burglary	11	24	24
6. Theft	57	147	150
7. Motor Vehicle Theft	10	29	26
Moving Violations	146	412	838
Citations	71	193	N/A
Warnings	75	219	N/A
Drugs	45	89	109
Arrests	132	297	289
Total calls for service	1,572	4,211	5,135

### Traffic Accident Statistics

## Accidents

## Injuries

	This Month	This Year	Last Year to Date		This Month	This Year	Last Year to Date	
Vehicle	77	225	143		16	28	38	
Pedestrian	0	0	2		0	0	1	
Total	77	225	145		16	28	39	
Priv. Prop.	35	100	54		0	0	1	

## Fatality

This Month	0
This Year	0
Last Year	0

## Employment

Authorized Sworn Positions	34
Current Sworn Positions Filled	26
Police Dept. Vacancies	8

Prepared:  
Jason B. Garren  
Deputy Chief

Submitted:  
Fred K. Schultz  
Interim Chief of Police

# **Monthly Overtime Report for Patrol Division**

## **March 2022**

### **Late Shift: 92.00 hours**

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

### **Manpower: 103.75 hours**

(fill in for sick leave, vacations, training)

### **Court: 12.50 hours**

General Sessions: 6.00

City: 4.00

Criminal: 00.00

Civil: 1.00

Juvenile: 00.00

Grand Jury: 1.50

### **Training: 87.00 hours**

### **Special Assignments: 20.75 hours**

Meeting: 4.00

THSO: 16.75

**Total hours for the month: 316.00 hours**

**Total expenditure for patrol overtime for the month: \$8,566.46**

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

Athens Municipal Court  
**DISPOSITION COUNT**

03/01/2022 to 03/31/2022

Disp. Code Id   Disp. Code Name

(9)	Dismissed	<u>13</u>
(10)	Dismissed after Drv Safety Course	<u>12</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>7</u>
(7)	Guilty - Failed to Appear	<u>3</u>
(4)	Guilty - Trial by Judge	<u>1</u>
(19)	Paid in Full	<u>92</u>
(21)	Plea Guilty/ as charged	<u>15</u>

Total Dispositions: 143

**Athens Police Department**

**Amber Harrell**

**False Alarm Sheet**  
**March 2022**

**There were 66 alarms this month.**

**66 were not charged. This leaves only 0 chargeable.**

**This month 66**

**Last year this month 42**

**MONEY COLLECTED FOR FINANCE ON WARRANTS**

**This month \$00.00**