



CITY COUNCIL

AGENDA

Tuesday, January 16, 2024, 6:00 P.M.

CALL TO ORDER

INVOCATION. VICE MAYOR EATON

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

- (1-5) a.) December 19, 2023 – City Council Called Meeting

COMMUNICATIONS AND SPECIAL PRESENTATIONS

- (6) a.) FBI-LEEDA Trilogy award. **Tim Plotts**
(7) b.) Athens City Intermediate School update. **Angel Hardaway** and **Ryan Armstrong**
c.) Miscellaneous Correspondence.

REQUESTS FROM CITIZENS

CONSENT AGENDA

- (8) a) Approve schedule for Athens Travelers Cruise In except for May 18 due to previously scheduled Relay for Life event at Market Park.
(9) b) Approve Resolution No. 2024-01 for Athens Flood Awareness week.
(10) c) Approve Resolution No. 2024-02 for Assistance to Firefighters Equipment Grant.
(11-12) d) Approve workplace harassment non-retaliation (whistleblower) policy and procedures.
(13) e) Approve policy for break time and space requirements for nursing mothers.
(14) f) Approve bid for Law Enforcement weapons.
(15-17) g) Approve purchase of trucks for Public Works and Community Development utilizing State of Tennessee Bid and declare three Ford Escapes as surplus property.
(18-26) h) Approve GEOS proposal for North Jackson and Slope Stability Assessment.
(27-29) i) Authorize the Mayor, City Manager and Fire Chief to look for land to be purchased for an additional fire station.
(30-32) j) Authorize Fire and Police radio upgrades to 800 MHZ utilizing state bid pricing.

ORDINANCES

OLD BUSINESS

NEW BUSINESS

- a.) Motion to change the meeting time of the City Council study session from 6pm to 3pm.
- b.) Motion to change the time limit during Citizen input at Council Meetings from 5 minutes to 3 minutes.
- c.) Motion to limit Citizen input at Called Council Meeting to be restricted to items specified on the agenda.
- d.) Motion regarding termination of K-9 program for Police Department.

REPORTS

- (33-41) a.) Community Development Quarterly/Annual Report. **ANTHONY CASTEEL**
- (42-51) b.) Finance Department Report. **MIKE KEITH**
- (52-65) c.) Fire Department Report. **BRANDON AINSWORTH**
- (66-73) d.) Police Department Report. **FRED SCHULTZ**

REPORT FROM THE CITY MANAGER

ADJOURNMENT

ATHENS CITY COUNCIL

MINUTES OF MEETING

December 19th, 2023

The Athens City Council met in regular session on Tuesday, December 19, at 6:00 p.m. Mayor Sherlin presiding. The invocation was given by Council Member Pelley; and upon roll call, the following members were present:

Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.

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

- 1 -

APPROVAL OF MINUTES

The minutes of the November 20, 2023, called meeting and the minutes of the November 21, 2023, City Council Regular scheduled meeting were submitted and approved. **Council Member Curtis moved; Council Member Pelley seconded.**

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin
NAYS: None

- 2 -

REQUESTS FROM CITIZENS

Six (6) individuals addressed the Council expressing concerns about Ingleside Courts, Council Member Pelley, and recent new developments.

- 3 -

CONSENT AGENDA

Mayor Sherlin advised the recording clerk to read the following items into the record:

- a) Approve Resolution No. 2023-32 to officially close and abandon an Unopened/Unimproved alley way between Rock Street and View Street.
- b) Approve Resolution No. 2023-33 for T-Mobile hometown grant application for sound system for historic downtown Athens.
- c) Approve Resolution No. 2023-34 for review of Charter changes.
- d) Approve annual review of Debt Management Policy.
- e) Approve bid to replace roof at City Hall
- f) Approve Purchases for Vehicles Utilizing State of Tennessee Bid
- g) Approval of Committee Appointees

1. Jordan Curtis to Economic Development Authority
 2. Frances Witt-McMahan to Senior Citizens
 3. Mayor Sherlin to Sister Cities Committee
- h.) Approve application for NLC Centennial Roadshow to promote the city.

Mayor Sherlin requested that item C from the consent agenda be moved to New Business for discussion and a public hearing.

Council Member Curtis moved, Council Member Pelley seconded, that the Consent Agenda as stated above with the removal of item C, be approved. Roll call:

AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.
NAYS: None

Motion Passes

- 5 -

ORDINANCES

None

- 6 -

OLD BUSINESS

None

- 7 -

NEW BUSINESS

Proposed Resolution No. 2023-34 requesting State Legislators receive approval for charter changes.

Vice Mayor Eaton moved, Council Member Witt-McMahan seconded to approve Resolution No. 2023-34. Mayor Sherlin opened the floor for a public hearing. Two citizens spoke concerning the Charter Amendments, one in favor and one in opposition. The Mayor closed the Public Hearing. There was an amendment made by Vice Mayor Eaton to clarify which elections the term limits were to be implemented seconded by Council Member Witt-McMahan Roll call on Amendment:

AYES: Witt-McMahan, Curtis, Pelley, Eaton, Sherlin.

NAYS: None

Roll call on Resolution No. 2023-34

AYES: Witt-McMahan, Curtis, Eaton, Sherlin.

NAYS: Pelley,

Motion Passes

- 8-

Review tennis/pickleball courts bid for Ingleside.

Finance Director Mike Keith provided detailed information on the bids for replacing the tennis courts at Ingleside. The project will require the current courts to be demolished and new courts installed at the same location. The current courts are over 30 years old and have reached the end of their life. If the low bid is accepted from Baseline Sports, six new tennis courts and six pickleball courts will be constructed. The bid will also include additional parking and drainage. The total bid award is \$1,119,090.

Council Member Curtis moved, and Council Member Witt-McMahan seconded to approve the bid from Baseline Sports in the amount of \$1,119,090. Roll call:

AYES: Curtis, Witt-McMahan, Eaton, Sherlin

NAYS: Pelley

Motion Passes

Council Member Curtis had to leave the meeting at 7:05 P.M.

- 9-

Motion regarding termination of K-9 program for Police.

Mayor Sherlin opened the floor for discussion. Vice Mayor Eaton made an Amendment to strike out 1,2, 3, 4, and 5.

City Attorney Chris Caldwell spoke and encouraged the Council to not amend and pass as discussed in work study session.

Council Member Pelley moved, and Council Member Witt-McMahan seconded that K-9 program be disbanded. There was an amendment made by Vice Mayor Eaton to clarify which

elections the term limits were to be implemented seconded by Council Member Witt-McMahan Roll call on Amendment:

AYES: Eaton, Sherlin
NAYS: Witt-McMahan, Pelley
ABSENT: Curtis

Amendment Fails

Roll call on original motion:

AYES: Witt-McMahan, Pelley
NAYS: Eaton, Sherlin
ABSENT: Curtis

Motion Fails, item to be returned to Study Session

- 10 -
REPORTS

FINANCE DEPARTMENT REPORT

Finance director Mike Keith presented the Finance Dep Report for October 2023. The report was accepted as presented.

- 11 -

FIRE DEPARTMENT REPORT

Fire Chief Brandon Ainsworth presented the Fire Department Report for October 2023. The report was accepted as presented.

- 12 -

POLICE DEPARTMENT REPORT

Police Chief Fred Schultz presented the Police Department Report for October 2023. The report was accepted as presented.

- 13 -

REPORT FROM THE CITY MANAGER

City Manager Deb Wallace presented an update on various projects and programs taking place. The report was accepted as presented.

- 14 -

ADJOURNMENT

There being no further business to come before the meeting, the meeting was adjourned at 7:35 p.m.

Council Member Pelley moved, Vice Mayor Eaton seconded, for the meeting to be adjourned.

AYES: Witt-McMahan, Pelley, Eaton, Sherlin.

NAYS: Absent

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

Tammy Marshall

From: Ryan Armstrong <rarmstrong@athensk8.net>
Sent: Friday, January 5, 2024 11:54 AM
To: Tammy Marshall
Subject: City Council Meeting (1/16)

Follow Up Flag: Follow up
Flag Status: Flagged

*** EXTERNAL ***

Hello Tammy! I hope all is well with you. Angel Hardaway (principal) and I (assistant principal) are scheduled to attend the city council meeting on January 16th to represent Athens City Schools.

We would like to share some updates with the council. Below are some things we would like to highlight:

1. The biggest thing we want to highlight is our new campus! Our staff and students love the new building. As a school, we are proud to know that the excellence of our campus matches the excellence in human capital that we have in the building. There is a quite a bit of excitement around the completion of the turf fields across the street. ACS will be using these for athletics as well as school events such as field day.
2. Because of the consolidation of schools and our new facilities we have been able to start up 4th/5th grade boys and girls basketball teams that compete in a school league through Bradley County Parks and Recreation. Not only are we competing, but we are having great success and winning quite a few ball games. Extracurriculars like this are great for our school community.
3. Our SRO, Officer Rigney, is an outstanding asset to our school. His presence brings safety to our school, he is supportive as he interacts with our staff, and has a great rapport with our students.
4. Chief Ainsworth has been a great support to our school as we continue to work through safety procedures. He has helped us as we look to improve our processes.

Thank you for your continued support of Athens City Schools! Excellence is Athens City Schools because excellence is the City of Athens.



Ryan Armstrong, Ed.S.

Assistant Principal
Athens City Intermediate School
255 Keith Lane
Athens, TN 37303
(423) 745-4721



Dear Mayor Sherlin, Vice-Mayor
Eaton, and Council members
Pelley, Curtis and Witt McMahon

Thank you for the ways that you have
supported Table Graces Food Party
this year. The support of our council
has helped us grow community
awareness and impact. May you
all have a joyful holiday season.

Claire Brown, Rector
St Paul's Episcopal Church

Athens Travelers

PO Box 733

Athens, TN 37303

Athens City Council

On behalf of Athens Travelers, we thank you for allowing our club to host our monthly cruise-in downtown Athens on the square in 2023.

It is now time to plan for 2024. We hope to continue to use the same area as in the previous years,

Jackson Street from Bank St to Washington Ave

Washington Ave from Jackson Street to White St

White St from Washington Ave to Madison Ave

Madison Ave from White St to Jackson St

The time requested to close the streets is from 4:00 PM until 9:00 PM on March 16, April 20, May 18, June 15, July 20, August 17, September 21, and October 19 which is designated for our Toys For Kids Show.

As always, proof of liability insurance will be provided.

Thank you,

Danny Richesin

Athens Travelers President

423-744-4835

dannyrichesin@gmail.com

Shawn Ghorley

Athens Travelers Vice President

407-432-5347

RESOLUTION NO. 2024-01

**A RESOLUTION TO DECLARE THE WEEK OF JANUARY 21-27, 2024,
ATHENS FLOOD AWARENESS WEEK**

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

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

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

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

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

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

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

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

That meeting in regular session this 16th day of January 2024, that the week of January 21-27, 2024, is hereby declared to be "Flood Awareness Week" for the City of Athens, Tennessee; and

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

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

STEVEN SHERLIN, Mayor

DEB WALLACE, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

RESOLUTION NO. 2024-02

**A RESOLUTION AUTHORIZING APPLICATION TO THE
DEPARTMENT OF HOMELAND SECURITY – FEMA FOR A
FISCAL YEAR (FY) 2023 ASSISTANCE TO FIREFIGHTERS GRANT**

WHEREAS, the Department of Homeland Security (DHS) – FEMA is offering a funding opportunity through its Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) program focusing on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards; and,

WHEREAS, the AFG program objectives are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience; and,

WHEREAS, the City’s desire in applying for this grant is to utilize the funding for equipment needed in the department; and,

WHEREAS, the City, if the grant is awarded, will commit to a local match of 5% of the cost of the project.

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

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

That meeting in regular session this 16th day of January 2024, that the Mayor and City Manager are authorized and directed to execute and submit an application for a Fiscal Year (FY) 2023 Assistance to Firefighters Grant through the Department of Homeland Security – FEMA for funding to equipment cost.

That the Mayor and City Manager are authorized and directed to enter into all agreements with the Department of Homeland Security – FEMA to receive and administer such grant.

BE IT FURTHER RESOLVED by the Athens City Council that this resolution shall take effective immediately from and after its passage, the welfare of the Municipality requiring it.

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

STEVEN S. SHERLIN, Mayor

DEB WALLACE, City Manager

APPROVED AS TO FORM:

CHRIS CALDWELL, City Attorney



Workplace Harassment/Non-Retaliation (Whistleblower) Policy

Per TCA § 50-1-304, the City of Athens encourages any employee who believes in good faith that he/she has been asked to participate or remain silent about an illegal activity to notify the HR Director and/or the City Manager. In the event the complaint is against the City Manager, Human Resources Director, or council member, the investigator shall be the City Attorney, or an independent outside counsel selected by the City Attorney, or one provided through the City's employment practices liability insurer.

Employees are not only encouraged to report instances of retaliation, but also are obligated to report them. Employees are also obligated to cooperate in any investigation of complaints of retaliation. The obligation includes, but is not necessarily limited to, coming forward with evidence, both favorable and unfavorable, for a person accused of such conduct; fully and truthfully making written reports or verbally answering questions when required to do so by an investigator. Employees are also obligated to refrain from making bad faith accusations of retaliation complaints.

There will be no discrimination or *retaliation (any type of adverse action against an employee for engaging in a protected activity. An adverse action is an action which would dissuade a reasonable employee from raising a concern about a possible violation or engaging in other related protected activity)* against any individual who participates in the investigation of a complaint. Nor will there be any discrimination or retaliation against any individual who files a good-faith complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action (up to dismissal) will be initiated.

Disciplinary action (up to dismissal) will also be initiated against employees who make false or frivolous accusations, such as those made maliciously or recklessly, and against employees who knowingly fail to report instances of retaliation or fail or refuse to cooperate in a complaint investigation.

No employee shall be discharged or terminated solely for refusing to participate in, or for refusing to remain silent about illegal activities. Illegal activities are defined as those that are in violation

of the criminal or civil code of this state or the United States or any regulation intended to protect the public health, safety, or welfare.

Actions taken by the City to investigate and resolve complaints shall be conducted confidentially to the extent practicable and appropriate, and consistent with the Tennessee Open Records Act, in order to protect the privacy of persons involved.



BREAK TIME AND SPACE REQUIREMENTS FOR NURSING MOTHERS

BREAK TIME

City employees have the right to take reasonable break time to express breast milk for their nursing child. For one year after the child's birth, city employees may take reasonable break time "each time such employee has need to express the milk." The City will not deny a covered employee a needed break to pump. The frequency and duration of breaks needed to express milk may vary depending on factors related to the nursing employee and the child. Factors such as the location of the space and the steps reasonably necessary to express breast milk, such as pump setup, may also affect the duration of time an employee will need to express milk and will be considered by the city. Employees who telework are eligible to take pump breaks under the FLSA on the same basis as other employees.

PRIVATE SPACE TO PUMP

The city will provide covered employees with "a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." Under the FLSA, a bathroom, even if private, is not a permissible location for the employer to provide for pumping breast milk.

The location provided will be functional as a space for expressing breast milk. If the space is not dedicated to the nursing employee's use, it will be made available when needed by the employee. A space temporarily created or converted into a space for expressing breast milk or made available when needed by the nursing employee is sufficient provided that the space is shielded from view and free from any intrusion from co-workers and the public.

An employee may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request to HR. Upon receipt of the request, HR and the employee will meet to discuss the request and determine if the accommodation is reasonable and can be provided.

The City of Athens prohibits any retaliation, harassment, or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

MEMORANDUM

TO: Deb Wallace, City Manager
FROM: Matthew Marshall, Purchasing Assistant
DATE: December 18, 2023
RE: LAW ENFORCEMENT WEAPONS

Attached is the information for the purchase of weapons for the Police Department. We had one bid for these weapons from Craig's Firearms. This was for 40 Ruger AR-556 10.5 SBR at the price of 709.41 per item. The total for this bid is \$28,376.40. This is part of the VCIF grant for the Police Department that has already been approved. This grant covers most of the cost for this purchase, and what isn't covered was budgeted for in the general fund.

Thank You,
Matthew Marshall



FINANCE DEPARTMENT

MEMORANDUM

TO: Deb Wallace, City Manager
FROM: Mike Keith, Director of Finance
DATE: January 7, 2024
SUBJECT: Trucks for Community Development and Public Works

We have previously discussed that we have five pickup trucks to be purchased as fleet replacements. Two of these are for Public Works and three are for Community Development. We have been working with Ford of Murfreesboro for several months to order replacement vehicles, when in fact, vehicles have been difficult to obtain over the past several years. Since the State bid was issued, the effect of the auto workers strike has impacted the available vehicles. I have attached state pricing for 3 four-wheel drive trucks (2 for Public Works) and 2 two-wheel drive trucks. These will be purchased from the Fleet Fund.

I am requesting that this item be added to Monday's Study Session agenda. We received the pricing information late Friday and these vehicles are on the lot. If we can get Council approval at the January Council meeting, we believe we can have the vehicles in service by the end of the month. I am also requesting that the Ford Escapes used by Community Development be declared surplus and sold on GovDeals. These are asset numbers 4014, 4015 and 4021.

Thank you for your consideration in adding this item to the agenda. Please let me know if you have any questions or need any additional information.

Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

ATHENS

W1E-100A

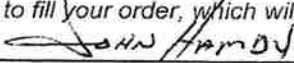
2023 FORD F150 CREW CAB 4x4 PICKUP
WHITE 5.5 FT BED

F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: January 5, 2024
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F150 CREW CAB 4WD PICKUP	\$39,567.00	TBD
2		5.0 LITER V-8, 10 SPEED TRANSMISSION		
3		EXTERIOR- WHITE		
4		INTERIOR- SLATE VINYL		
5		OPTIONS LISTED ON WINDOW STICKER	\$3,455.00	
6			\$43,022.00	
7		101 EQUIPMENT GRP, POWER WINDOWS, DOOR LOCKS		
8		PERIMETER ALERT, CRUISE CONTROL, REVERSE SENSING		
9		TOW PKG W/ 5.0 LITER V-8 , CHROME PKG		
10		FOG LIGHTS, ALUMINUM WHEELS		
11				
12		TOTAL X 3	\$129,066.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

January 5, 2024

DATE

Ford of Murfreesboro

John Hamby
1550 NW Broad St.
Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

ATHENS

X1C-100A

2023 FORD F150 SUPER CAB 4x2 PICKUP
WHITE 6.5 FT BED

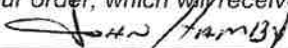
F.O.B.
TERMS
DELIVERY
NUMBER

Thank you for your inquiry dated: January 5, 2024

We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F150 SUPER CAB 2WD PICKUP	\$32,089.00	TBD
2		5.0 LITER V-8, 10 SPEED TRANSMISSION		
3		EXTERIOR- WHITE		
4		INTERIOR- SLATE VINYL		
5		OPTIONS LISTED ON WINDOW STICKER	<u>\$3,455.00</u>	
6			\$35,219.00	
7		101 EQUIPMENT GRP, POWER WINDOWS, DOOR LOCKS		
8		PERIMETER ALERT, CRUISE CONTROL, REVERSE SENSING		
9		TOW PKG W/ 5.0 LITER V-8, CHROME PKG		
10		FOG LIGHTS, ALUMINUM WHEELS		
11				
12		TOTAL X 2	\$70,438.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.



PER

January 5, 2024

DATE

TO: Deb Wallace, City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Ben Burchfield, Public Works Director
April Johnston, Street Superintendent

DATE: January 3, 2024

SUBJECT: N Jackson Street Repairs

Background

In September the City Council approved an engineering agreement for the Public Works Department to move forward with repairs on N Jackson Street. As part of the design process, GEOS performed geotechnical testing for the City's Engineer of Record, Gresham Smith. The purpose of the testing was to evaluate the subsurface conditions for design purposes on the roadway repairs.

Three test sites were chosen, and the results showed no base stone under the asphalt at any of the locations. Immediately below the asphalt layer is a layer of fill which met proper compaction in certain areas, but failed compaction tests in other areas. Therefore, it is likely an unknown amount of cut and fill will be needed during construction.

Based upon the above conditions and the steepness of the slope along the railroad the engineers have recommended a Slope Stability Analysis. Proceeding without the analysis could result in the designer not properly accounting for the unknown existing slope conditions.

We have included in your packet a copy of the proposal from GEOS to perform the Slope Stability Analysis. The proposal is for three tests to be performed at a cost of \$3,000. If the initial results indicate the need for additional test sites, each additional site will be billed at \$750. Currently, the City has saved \$2,594 on the design work due primarily to providing traffic control with our own forces, and because data collection was less than anticipated. In the event more than three test sites are needed, the savings are sufficient to cover the cost of up to three additional test sites.

Action Item

Approve the GEOS proposal as presented to perform the Slope Stability Analysis so we can move forward with project design.



December 18, 2023

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

ATTENTION: Mr. Patrick J. Fiveash, P.E., CPESC
Patrick.fiveash@greshamsmith.com

Subject: **PROPOSAL FOR LIMITED SLOPE STABILITY ANALYSIS**
N. Jackson Street Roadway Improvements
Athens, Tennessee
GEOServices Project No. A23110.00892

Dear Mr. Fiveash:

GEOServices, LLC (GEOS) is pleased to provide you with our proposal for limited slope stability analysis for the subject project. The following proposal outlines our understanding of the project requirements based on the provided information and our subsequent phone and email 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

GEOS previously issued a Report of Geotechnical Exploration (Project No. A23110.00638) for the project dated November 15, 2023. Based on our conversations, we understand the southern shoulder of N. Jackson Street has experienced distress for some time. N. Jackson Street in this area is located at the crest of a slope which measures approximately 30 feet in height at the highest point. The slope separates the railroad tracks below from the roadway. The roadway distress currently exists as longitudinal cracks that run parallel to the traffic on North Jackson Street. We understand that proposed plans include removing the shoulder and shifting the roadway to the north away from the crest of the slope.

We have been requested to provide slope stability analysis for the existing slope. We understand that the existing slope has an inclination that varies but is approximately 1.8:1 at its steepest. GEOS will provide slope stability analysis for the existing slope and provide recommendations for remedial options for slope stabilization, if necessary.

GEOS should be provided with any CAD drawings with existing topographic information and the proposed realignment of N. Jackson Street to utilize in the slope stability analysis.

SCOPE OF SERVICES

GEOS proposes to utilize slope modeling software in order to perform the limited slope stability analysis. The analysis will be conducted using soil parameters based on the previous subsurface exploration and our experience in similar geologic settings. All slope sections will be analyzed for both static (normal) and pseudo-static (seismic) conditions. Our services will culminate with a written letter prepared by a geotechnical engineer or project staff professional under the review of a senior engineer licensed in Tennessee. The report will provide a summary of the slope geometry used in the analysis, a summary of the results of the slope stability analysis, and recommendations for slope stabilization, if necessary.

PROJECT SCHEDULE AND COSTS

Based on the scope of services described above, the lump cost to perform the limited geotechnical slope stability analysis will be **\$3,000**. This price includes stability analysis of up to three (3) individual slope sections. Any additional sections that are required or requested will be billed at the unit rate of **\$750/section**. Should conditions be encountered such that additional services appear to be in the best interest of the project, GEOS would contact you with our recommendations prior to proceeding with any services beyond the scope of this proposal.

Based on our current schedule, GEOS is prepared to initiate our geotechnical services immediately upon receipt of your written authorization to proceed. The slope stability report will be submitted approximately **ten (10) to fifteen (15) business days** after receipt of your written authorization to proceed and receipt of all requested information. For this project, GEOS is requesting a copy of the grading plan in AutoCAD format.

CONTRACTUAL ARRANGEMENTS

GEOS 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. However, GEOS will issue the report only after the receipt of a signed copy of this contract. 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.

CLOSURE

GEOServices sincerely appreciates the opportunity to provide you with this proposal. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
GEOServices, LLC



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



William M. Hesterlee, P.E.
Geotechnical Department Manager

Attachment: Agreement for Services Form

AGREEMENT FOR SERVICES

Date: December 18, 2023

GEOServices, LLC
(hereafter Consultant)

Client Name: Gresham Smith
(hereafter Client)

Address: **6607 Mountain View Road, Suite 139**
City: **Ooltewah**
State: **Tennessee** Zip: **37363**

Address: 2095 Lakeside Centre Way, Suite 120
City: Knoxville

Telephone: **423-614-6471**
Fax: **423-614-6479**

State: Tennessee Zip: 37922
Telephone: 865-299-6130

Email: **dkilday@geoservicesllc.com**

Fax:
Email: **patrick.fiveash@greshamsmith.com**

PROJECT INFORMATION

Project Name: N. Jackson Street Roadway Improvements - Slope Stability

Project Location: Athens, Tennessee

SERVICES TO BE RENDERED

Proposal Number: A23110.00892 Dated: December 18, 2023 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.

2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.

3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED, then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement. Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its

intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).

4. STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.** This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

5. LIMITATION OF LIABILITY: CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.

6. DISCLAIMER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.

7. REPORTS: In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.

8. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.

9. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.

10. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

11. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.

12. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

13. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.

14. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. TERMINATION:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30

days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

18. FORCE MAJEURE: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.

19. INSURANCE: Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.

20. INDEMNITY: Client agrees to indemnify, and save harmless Consultant, its agents, employees, and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify and save harmless each other in proportion to their relative degree of fault.

21. DISPUTE RESOLUTION: Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction.

22. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

23. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

24. ASSIGNMENT AND SUBCONTRACTS: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

25. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

26. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Gresham Smith


CONSULTANT: GEOservices, LLC

BY: _____
(Signature)

(Print Name / Title)

DATE: _____

PROPOSAL NUMBER: A23110.00892

BY:  _____
(Signature)

Derek K. Kilday, P.E. / Vice President

DATE: December 18, 2023

Faxed signature to be treated as original signature



FIRE DEPARTMENT

TO: Deb Wallace, City Manager
FROM: Brandon Ainsworth, Fire Chief
DATE: January 3, 2024
SUBJECT: Purchase of land for a new fire station

I am writing to bring your attention to the urgent need for an additional fire station. The primary goal of the fire department is to ensure the safety and well-being of our community members. The establishment of an additional fire hall aligns with our commitment to providing the highest level of protection and support to our residents. We currently have two fire stations. They are approaching their 50-year service life and are not strategically located across the city to optimize response times. MTAS studies from 1998 and 2021 show the need for two additional fire stations. Since the studies were carried out, Athens has experienced a significant growth in housing and industry. With this growth comes an elevated risk of emergencies and fires. Our two existing fire stations have been strained by the escalating demand for emergency services.

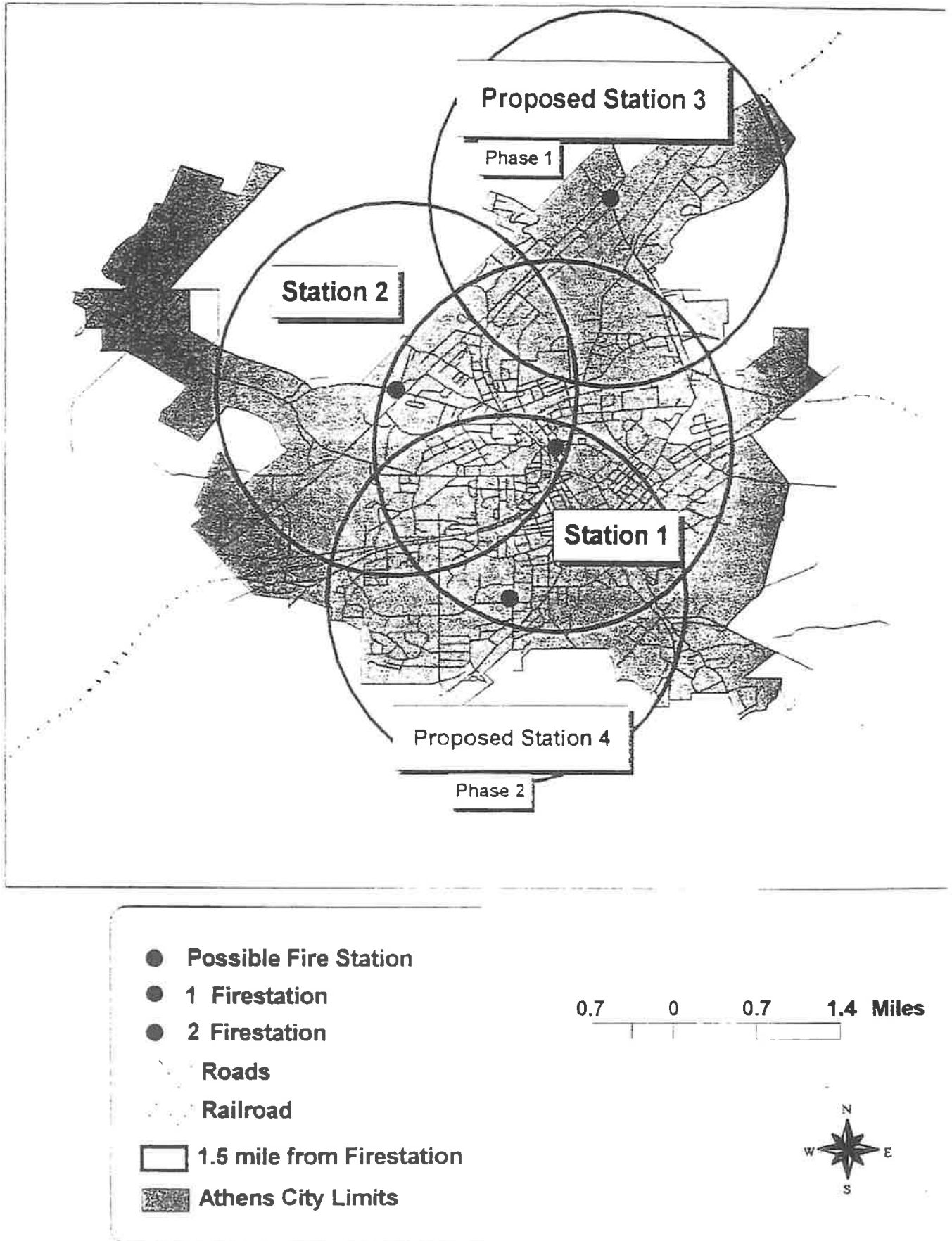
Response time and trained competent staffing are the largest challenges facing our city when providing quick and efficient public safety fire services. Time is the number one “worst enemy” of our citizens when a fire or medical emergency occurs in the business or home. Fire departments must make every effort to ensure standards of operations and good governance are in place to ensure the safety of our citizens as well as the safety of our firefighting personnel. NFPA 1710 requires 17 responding employees per initial alarm within 9:20 minutes. Currently, we respond with seven employees and are not able to always meet the minute requirement.

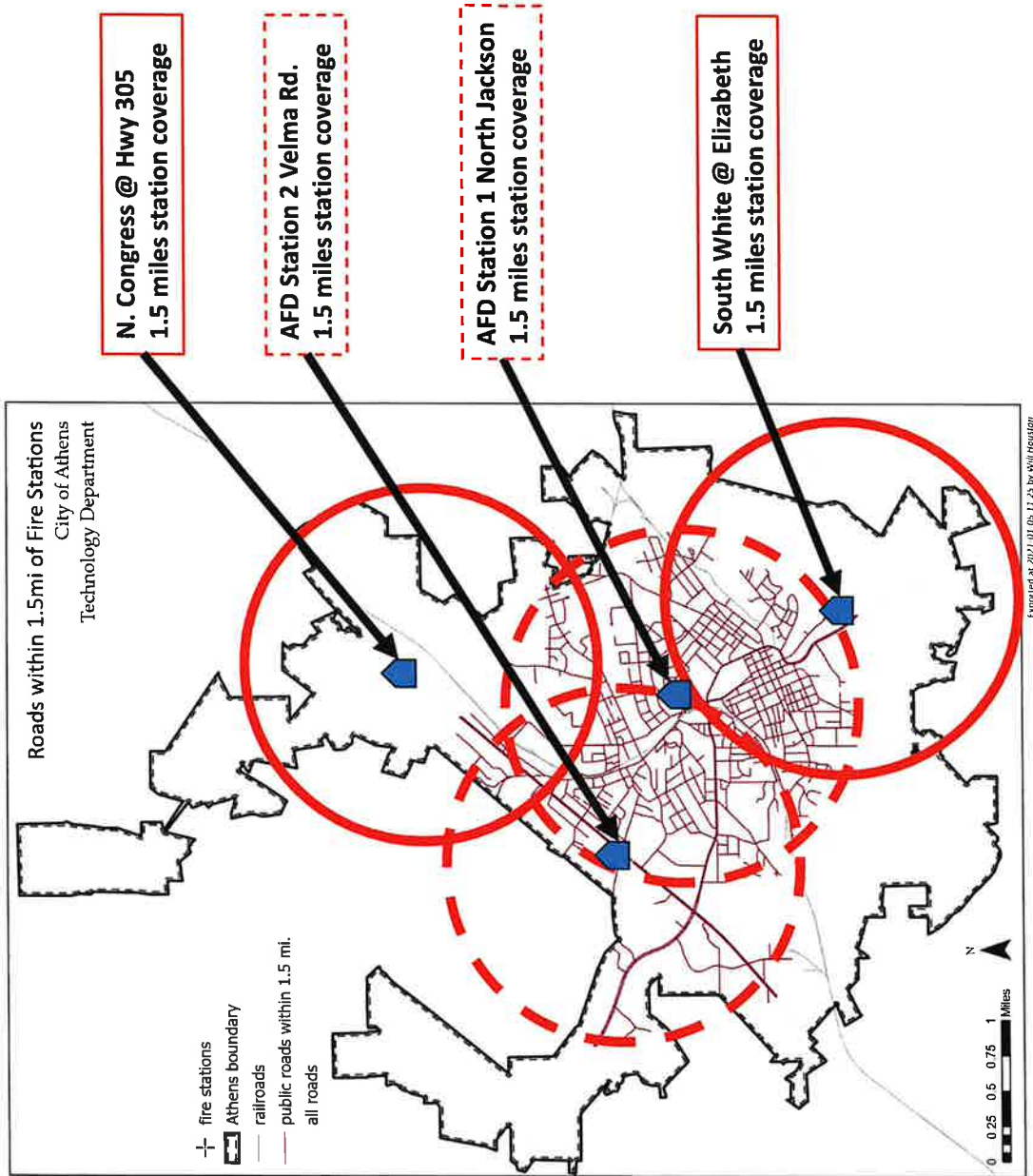
As you can see from the enclosed maps, the spread of Athens has surpassed the coverage capacity of our current fire halls. While the MTAS study calls for two additional fire stations, even one additional facility would enhance our ability to cover a wider area efficiently, ensuring that every corner of the city receives timely emergency response services.

In conclusion, I strongly recommend that the City Council considers and approves the purchase of land to build an additional fire station in Athens. This decision is crucial for safeguarding our community against the growing risks associated with population expansion. This will ensure that our emergency response services remain both proactive and effective.

I am available to provide any additional information or clarification that the City Council may require. Thank you for your attention to this matter.

ATHENS FIRE DEPARTMENT FIRE STATION DISTRIBUTION AREA





TO: Deb Wallace, City Manager
FROM: Brandon Ainsworth, Fire Chief
DATE: January 3, 2024
SUBJECT: Fire and Police Radio upgrades to the statewide TVRS 800 MHZ radio system

The safety of our public safety personnel should be our top priority. This includes the equipment to effectively communicate. It is my responsibility to ensure safe operations for all hazards incidents. There is no greater risk to the safety of a responder during an emergency than failed communication during an incident. When communication between responders fails, the likelihood for an increase in loss of property or the potential loss of life increases. The chance that a responder has a life threatening event and has no way to communicate is unsettling. The need for an incident commander to have communication with the dispatch center during an incident is paramount to the success of the incident. The need for additional resources cannot be made if communication fails. We need to provide our personnel with the best product that has the best coverage. In the event we have a life-or-death situation that requires communication, it works. In this comparison, Motorola is superior. I recommend we do not continue the habit of just increasing the coverage to make it better. That only works for a few years. For example, the last update we looked at with this same option was more expensive. Here we are again looking to update. We need to do the best we can do for our employees who put their lives on the line for our city. You get what you pay for. How much are we willing to pay for a life?

The purpose of this memorandum is to highlight the justifications to choose Motorola public safety communication equipment. This justification list was compiled by highlighting the specification and real-world testing in the City of Athens. Testing was performed by police and fire throughout the city, in known problem areas and critical infrastructure.

Listed are the specifications justifying the additional cost for the Motorola:

Portables had a 99% coverage throughout the tested area. This requires less hardware and eliminates the possibility of having to add a tower site to obtain the same coverage with the Kenwood radios. Such equipment as in car mobile repeaters for every patrol and fire apparatus is not needed and will save 2,500.00-3,500.00 each/apx \$150,000 which was extra to the Kenwood quote. Motorola is the sole provider of public safety radios with LTE use on the 800 MHz system.

The included Motorola portables are All Band capable. Meaning at any point in time we see the need to have UHF or VHF there will be no need to buy new radios. This will be a software update for Motorola. The Kenwood all band radio does not have LTE and there is no benefit in coverage for the added cost.

Motorola offers and includes in the quote a federal level of encryption, meaning they are FEMA/DHS approved for operations for public safety use. The encryption is included in a required security bundle for 800 MHz operations. Also included is a Tactical bundle that has the software for allowing tone signaling, and personal accountability.

Tested by fire department staff was the noise suppression intensity for both radios. Motorola suppressed background noise during transmission. This is a mission critical performance needed for both police and fire to be able to transmit needed information by radio during noisy events including but not limited to; gun fire, running saws, running trucks, arriving emergency vehicles. Audio distortion factor Kenwood vs Motorola, Kenwood has a 2.5% Rx 2%Tx compared to Motorola 0.90%Rx 0.85%Tx. Audio output for Motorola is louder and of better quality with a rated 3-watt output and a max output of 5 watts vs Kenwood 1 watt output.

Only Motorola: Smart Locate, integrated into situational awareness software, Command Central Aware, delivers high-speed location-tracking over public safety LTE for precise resource deployment. Smart Locate keeps you up to date, with accurate location updates every few seconds - supplemented with indoor positioning data. Smart Locate delivers GPS location information every few seconds, so you know where your resources are with complete confidence.

Only Motorola: Smart Connect (LTE), Smart Connect automatically switches your voice communications to broadband if you lose radio coverage. SmartConnect automatically switches between P25 and broadband in seconds. You don't have to touch your radio; all you see is a new icon on the screen.

Only Motorola: Smart Mapping, Locate and connect with other first responders, right from the screen of your APX NEXT™ radio. Empower your public safety teams to collaborate and coordinate better. Find your location. Find other first responders, view their status, and tap to communicate. Smart Mapping gives you precise location information and easy-to-use waypoints on a modern map interface, right on your radio. The Smart Mapping platform will evolve. Get ready for security camera feeds, CAD integration, voice activation and much more.

Numerous surrounding public safety agencies are purchasing the Motorola Next LTE radios:

Tennessee Highway Patrol; Rhea County Sheriff's; The City of Sweetwater; Pigeon Forge; Cleveland / Bradley County; Hamilton County / Chattanooga.

Also, we have the ability to have our radios cloned during a disaster response. The US Forest Service, ATF, FBI, TBI all use Motorola. Not to mention all-statewide disaster channels are on 800 MHz allowing for communication across jurisdictional boundaries.

Based on a quote from Motorola Solutions (sole provider TN state contract) we are looking at roughly \$843,000.00 to completely move FD and PD to the statewide TVRS 800 MHz radio system.



City of Athens

4th Quarter Building Report

(October - December 2023)

Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder



Community Development Department

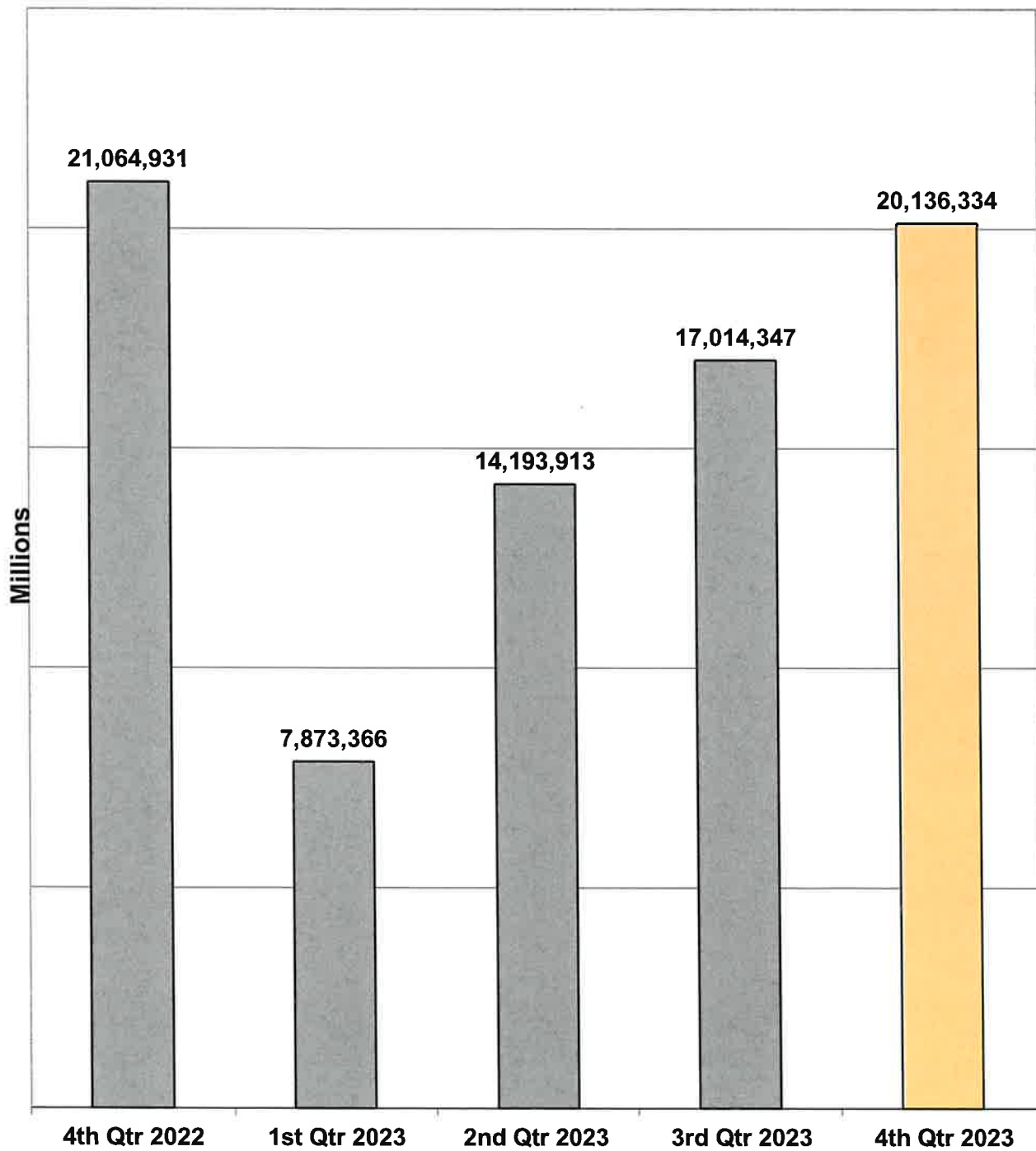
Total Construction 2013-2023

Year	Permits	Total Construction
*2023	688	\$ 59,217,960.00
2022	491	\$ 49,227,153.00
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

TOTAL	\$ 350,105,603.00
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***Signifies Cumulative Quarterly Totals For Current Year**
4th Quarter Total: \$20,136,334.00 Permit Totals: 105

City of Athens
Community Development Department
4th Quarter Building Permit Report
October - December 2023



PROJECT CODE RECAP FOR PERMITS ISSUED: 10/01/2023 TO 12/31/2023

Description	# of Permits	Fees	Value
ADDITION COMMERCIAL	2	3,331.00	1,111,600
ELECTRIC	44	5,385.00	2,246,950
MECHANICAL	19	1,295.00	3,449,831
NEW COMMERCIAL	2	1,855.00	535,000
NEW GARAGE/STORAGE SHED	2	385.00	71,000
NEW RESIDENTIAL	9	6,787.00	1,779,000
PLUMBING	16	1,342.00	651,080
POOL INGROUND/ABOVE GROUND	2	530.00	97,200
REMODEL/REPAIR COMMERCIAL	3	1,455.00	353,800
REMODEL INDUSTRIAL	1	20,260.00	9,800,000
REMODEL/REPAIR RESIDENTIAL	1	40.00	3,228
SIGNS / BILLBOARDS	4	275.00	37,645
TOTALS	105	42940.00	20,136,334



City of Athens

Annual Building Report

(January - December 2023)

Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder



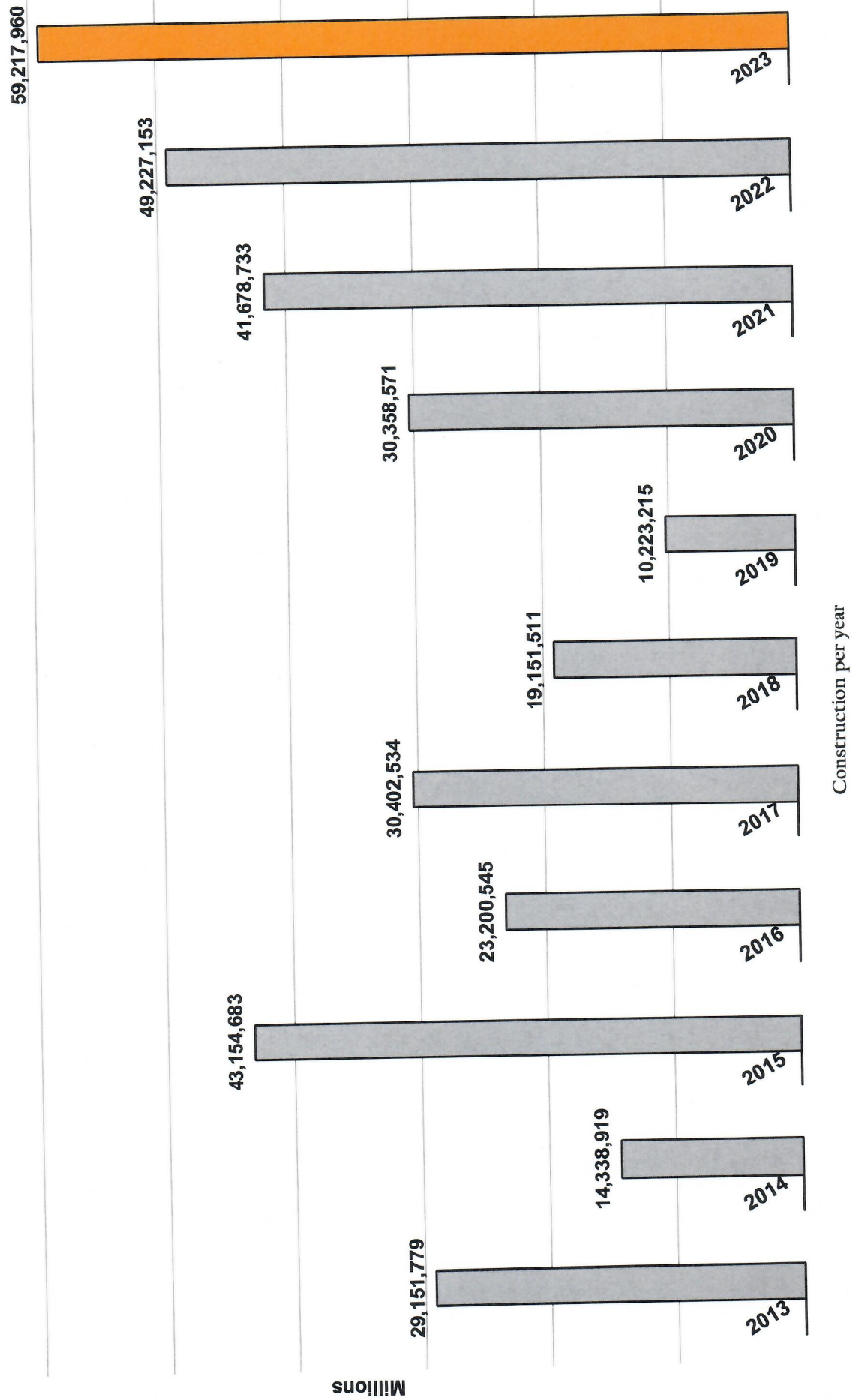
Community Development Department

Total Construction 2013-2023

Year	Permits	Total Construction	
2023	688	\$	59,217,960.00
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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
TOTAL		\$	350,105,603.00

City of Athens

Community Development Department
Annual Building Permit Report
2013-2023





**City of Athens
Permit Fees
2022-2023**

<u>2022</u>		<u>2023</u>	
I. Building & Sign Permits Issued	174	I. Building & Sign Permits Issued	157
Total Construction Cost	\$43,954,550.00	Total Construction Cost	\$46,586,682.00
Total Fees Collected	\$138,838.00	Total Fees Collected	\$133,332.00
II. Electrical Permits Issued	185	II. Electrical Permits Issued	232
Total Value	\$2,613,846.00	Total Value	\$4,829,593.00
Total Fees Collected	\$18,015.00	Total Fees Collected	\$25,375.00
III. Plumbing Permits Issued	45	III. Plumbing Permits Issued	151
Total Value	\$1,510,437.00	Total Value	\$2,445,844.00
Total Fee Collected	\$5,308.00	Total Fee Collected	\$15,341.00
IV. Mechanical Permits Issued	82	IV. Mechanical Permits Issued	137
Total Value	\$992,020.00	Total Value	\$5,123,231.00
Total Fees Collected	\$3,885.00	Total Fees Collected	\$6,580.00
V. Demolition & Moving Permits Issued	3	V. Demolition & Moving Permits Issued	6
Total Value	\$10,300.00	Total Value	\$30,410.00
Total Fees Collected	\$75.00	Total Fees Collected	\$150.00
VI. Pool Permits Issued	1	VI. Pool Permits Issued	3
Total Value	\$90,000.00	Total Value	\$165,200.00
Total Fees Collected	\$420.00	Total Fees Collected	\$872.00
VI. Commercial Reroof	1	VI. Commercial Reroof	0
Total Value	\$56,000.00	Total Value	\$0.00
Total Fees Collected	\$284.00	Total Fees Collected	\$0.00
VII. Structure Other Than Building		VII. Structure Other Than Building	2
Total Value		Total Value	\$37,000.00
Total Fees Collected		Total Fees Collected	\$225.00
Total Permits Issued	491	Total Permits Issued	688
Total Value	\$49,227,153.00	Total Value	\$59,217,960.00
Total Fees Collected	\$166,825.00	Total Fees Collected	\$181,875.00
VI. Tradesmen License Issued		VI. Tradesmen License Issued	
Plumbing	6	Plumbing	5
Electrical	14	Electrical	16
Mechanical	7	Mechanical	5
Fees Collected	\$675.00	Fees Collected	\$650.00

PROJECT CODE RECAP FOR PERMITS ISSUED: 1/01/2023 TO 12/31/2023

Description	# of Permits	Fees	Value
ADDITION COMMERCIAL	4	6,945.00	2,372,125
INDUSTRIAL ADDITION	1	25,068.00	12,204,000
ADDITION RESIDENTIAL	5	435.00	66,000
DEMOLITION OF BUILDING	6	150.00	30,410
ELECTRIC	232	25,375.00	4,829,593
MECHANICAL	137	6,580.00	5,123,231
MOBILE HOME	1	679.00	172,700
NEW COMMERCIAL	4	5,175.00	1,535,000
NEW GARAGE/STORAGE SHED	12	1,560.00	266,700
NEW RESIDENTIAL	74	50,670.00	12,948,955
PLUMBING	151	15,341.00	2,445,844
POOL INGROUND/ABOVE GROUND	3	872.00	165,200
REMODEL/REPAIR COMMERCIAL	19	18,391.00	6,444,812
REMODEL INDUSTRIAL	1	20,260.00	9,800,000
REMODEL/REPAIR RESIDENTIAL	7	1,629.00	340,228
SIGNS / BILLBOARDS	29	2,520.00	436,162
STRUCTURE OTHER THAN BUILDING	2	225.00	37,000
TOTALS	688	181875.00	59,217,960

CITY OF ATHENS, TENNESSEE
Narrative on Financial Analysis
December, 2023

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 \$303,000 more in December this year, primarily because we received \$225,000 for the SRO grant, \$24,000 for FEMA grant, \$221,000 more in interest revenue and \$138,000 less in property tax. As a percentage we collected .86% 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.

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 \$169,000 more than this time last year, showing 66.11% this year. The variance is due to the fund balance transfer to the capital projects fund not being made yet in the current year and the paving in the current year.

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 December, 2023
(Unaudited)

	Prior Year		Current Year	Increase (Decrease) From	% of Budget Collected	Variance from Current Yr. to Prior Yr.	12-Month Variance (6/12=50.00%)
	12/31/2022	% Received	12/31/2023	Prior Year			
GENERAL FUND							
Property Taxes	1,550,500	23.67%	1,412,510	(137,990)	21.65%	-2.02%	-28.35%
AUB In-Lieu of Taxes	512,874	58.28%	400,663	(112,211)	45.79%	-12.49%	-4.21%
Local Sales Taxes	4,247,635	54.46%	4,334,691	87,056	51.60%	-2.86%	1.60%
Wholesale Beer Taxes	273,509	51.61%	277,222	3,713	52.31%	0.70%	2.31%
Wholesale Liquor Taxes	122,195	43.64%	126,727	4,532	45.26%	1.62%	-4.74%
Gross Receipt Taxes	76,840	17.42%	60,424	(16,416)	11.17%	-6.25%	-38.83%
State Sales Taxes	832,695	53.72%	839,879	7,184	52.49%	-1.23%	2.49%
Gas and Motor Fuel Taxes	252,890	52.69%	253,777	887	52.87%	0.18%	2.87%
Court Fines/Costs	56,486	37.66%	40,183	(16,303)	36.53%	-1.13%	-13.47%
Interest Income	121,578	405.26%	363,520	241,942	121.17%	-284.09%	71.17%
Total Revenues/% of Budget	8,564,625	43.70%	8,867,929	303,304	42.84%	-0.86%	-7.16%
Sales Tax							
	2022	2023	Difference				
November	3,542,608	3,605,606	62,998				
December	4,247,635	4,334,691	87,056				
SANITATION							
Revenues:							
Industrial/Commercial	214,914	51.17%	214,688	(226)	51.12%	-0.05%	1.12%
Residential	278,846	51.64%	285,355	6,509	52.84%	1.20%	2.84%
Total Revenues	514,177		542,284	28,107	53.69%	0.68%	3.69%
Percent of total budget		53.01%					
GENERAL FUND							
	Prior Year 12/31/2022		Current Year 12/31/2023			Variance from Current Yr. to Prior Yr.	12-Month Variance (6/12=50.00%)
	Actual	% Expended & Encumbered	Actual	Outstanding PO's	% Expended & Encumbered		
GENERAL FUND							
City Manager's Office	259,034	72.68%	175,476	4,020	56.80%	-15.88%	6.80%
City Council	41,822	68.90%	42,491	2,950	71.67%	2.77%	21.67%
City Judge	6,459	49.68%	6,459		49.68%	0.00%	-0.32%
City Attorney	32,295	80.74%	20,158		50.39%	-30.35%	0.39%
Special Appropriations	200,550	53.95%	222,425		57.18%	3.23%	7.18%
Athens City Schools	1,410,505	58.26%	1,442,154		59.57%	1.31%	9.57%
Athens Utilities Board	285,239	59.42%	265,931		50.18%	-9.24%	0.18%
Total Administration	2,235,904	59.74%	2,175,094	6,970	57.84%	-1.90%	7.84%
Finance	280,438	56.17%	289,117	3,927	55.98%	-0.19%	5.98%
Personnel	112,035	48.44%	132,696	4,403	52.69%	4.25%	2.69%
Administration (Purchasing)	74,628	40.32%	71,221	911	54.81%	14.49%	4.81%
City Hall	126,305	67.26%	154,780	47,741	104.12%	36.86%	54.12%
Information Technology	183,028	57.04%	167,818	25,181	43.59%	-13.45%	-6.41%
Total Admin & Emer. Svcs.	383,961	55.34%	393,819	73,833	60.82%	5.48%	10.82%
Administration	94,063	50.35%	97,584	138	50.50%	0.15%	0.50%
Codes Enforcement	175,342	56.69%	174,705	3,270	53.98%	-2.71%	3.98%
Cemeteries	36,530	109.37%	18,026	18,500	84.55%	-24.82%	34.55%
Total Community Development	305,935	57.78%	290,315	21,908	55.12%	-2.66%	5.12%

CITY OF ATHENS, TENNESSEE
Financial Analysis for December, 2023
(Unaudited)

[illegible]

CITY OF ATHENS
FINANCIAL REPORT
CASH BALANCES AND INVESTMENT SHEET
2023-2024

	JUL	AUGUST	SEPT	OCT	NOV	DEC
GENERAL	16,149,000	15,794,000	15,502,000	15,184,000	15,358,000	15,451,000
EMP MED BENEFIT	394,000	398,000	400,000	401,000	403,000	405,000
SCHOOL DEBT SER	3,476,000	1,236,000	1,432,000	1,627,000	1,840,000	944,000
CITY DEBT SER	45,000	45,000	45,000	447,000	294,000	374,000
CAP IMP	11,872,000	12,057,000	11,897,000	12,105,000	12,187,000	12,387,000
FLEET	8,283,000	8,428,000	8,487,000	8,278,000	8,269,000	8,280,000
SAN	1,481,000	1,359,000	1,375,000	1,512,000	1,545,000	1,565,000
DRUG	159,000	131,000	139,000	143,000	152,000	157,000
CONFERENCE	77,000	51,000	53,000	55,000	60,000	61,000
SCHOOL CONST	3,058,000	3,689,000	3,384,000	3,385,000	3,035,000	2,691,000
2021 GO BOND	4,779,000	4,254,000	4,170,000	3,553,000	3,232,000	2,991,000
HOTEL/MOTEL TAX	496,000	464,000	496,000	509,000	540,000	580,000
TOTAL CASH & INV	50,269,000	47,906,000	47,380,000	47,199,000	46,915,000	45,886,000



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
01-0000-4110	CURRENT PROPERTY TAXES	6,300,000.00	6,300,000.00	547,565.00	1,289,645.00	-5,010,355.00	20.47 %
01-0000-4115	PRIOR YEAR PROPERTY TAXES	100,000.00	100,000.00	-7,585.67	46,388.33	-53,611.67	46.39 %
01-0000-4120	DELINQUENT PROPERTY TAXES C&	80,000.00	80,000.00	6,364.00	50,426.00	-29,574.00	63.03 %
01-0000-4125	PUBLIC UTILITIES	80,000.00	80,000.00	3,204.00	3,294.00	-76,706.00	4.12 %
01-0000-4130	INTEREST & PENALTY PY	20,000.00	20,000.00	1,971.43	8,482.08	-11,517.92	42.41 %
01-0000-4135	INTEREST & PENALTY C&M	25,000.00	25,000.00	2,030.76	17,569.25	-7,430.75	70.28 %
01-0000-4145	AUB ELECTRIC	650,000.00	650,000.00	67,858.16	296,965.91	-353,034.09	45.69 %
01-0000-4150	AUB GAS	225,000.00	225,000.00	21,942.00	103,697.35	-121,302.65	46.09 %
01-0000-4165	LOCAL SALES TAX	8,400,000.00	8,400,000.00	729,084.69	4,334,690.58	-4,065,309.42	51.60 %
01-0000-4170	WHOLESALE BEER TAX	530,000.00	530,000.00	67,876.98	277,222.02	-252,777.98	52.31 %
01-0000-4171	WHOLESALE LIQUOR TAX	280,000.00	280,000.00	29,999.12	126,726.61	-153,273.39	45.26 %
01-0000-4176	BUSINESS LICENSE APPLICATION FE	1,000.00	1,000.00	90.00	660.00	-340.00	66.00 %
01-0000-4177	BUSINESS TAX-ST CLERK FEE	40,000.00	40,000.00	795.20	6,160.71	-33,839.29	15.40 %
01-0000-4178	BUSINESS TAX-ST COLLECTED	500,000.00	500,000.00	7,615.69	53,601.96	-446,398.04	10.72 %
01-0000-4205	CABLE TV FRANCHISE TAX-COMCAS	160,000.00	160,000.00	0.00	0.00	-160,000.00	0.00 %
01-0000-4210	CABLE TV FRANCHISE TAX-AT&T	8,000.00	8,000.00	0.00	1,754.90	-6,245.10	21.94 %
01-0000-4310	TAXI/WRECKER/SOLICITORS	1,000.00	1,000.00	250.00	290.00	-710.00	29.00 %
01-0000-4315	BEER PERMITS	12,000.00	12,000.00	0.00	8,693.00	-3,307.00	72.44 %
01-0000-4320	ANIMAL CONTROL	1,000.00	1,000.00	295.00	788.00	-212.00	78.80 %
01-0000-4325	BUILDING LICENSES & PERMITS	50,000.00	50,000.00	4,658.00	92,607.00	42,607.00	185.21 %
01-0000-4410	TVA PAYMENTS IN LIEU OF TAX	150,000.00	150,000.00	0.00	43,186.23	-106,813.77	28.79 %
01-0000-4412	TVA IMPACT PYMTS	45,000.00	45,000.00	0.00	48,622.32	3,622.32	108.05 %
01-0000-4415	HOUSING AUTHORITY IN LIEU OF T	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
01-0000-4420	STATE LAW/FIRE GRANTS	43,000.00	43,000.00	0.00	0.00	-43,000.00	0.00 %
01-0000-4425	STATE SALES TAX	1,600,000.00	1,600,000.00	139,103.47	839,878.98	-760,121.02	52.49 %
01-0000-4430	STATE INCOME TAX	0.00	0.00	0.00	623.21	623.21	0.00 %
01-0000-4435	STATE BEER TAX	6,000.00	6,000.00	0.00	3,392.67	-2,607.33	56.54 %
01-0000-4440	STATE MIXED DRINK TAX	80,000.00	80,000.00	7,001.00	47,056.46	-32,943.54	58.82 %
01-0000-4445	STATE GAS INSPECTION TAX	26,000.00	26,000.00	2,150.13	12,900.88	-13,099.12	49.62 %
01-0000-4450	STATE EXCISE TAX	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
01-0000-4455	STATE SPORTSBETTING TAX	15,000.00	15,000.00	0.00	10,527.00	-4,473.00	70.18 %
01-0000-4460	REIMB OTHER GOVERNMENTS	80,000.00	80,000.00	2,130.67	32,080.14	-47,919.86	40.10 %
01-0000-4465	STATE GAS & MOTOR FUEL TAX	480,000.00	480,000.00	40,852.67	253,777.25	-226,222.75	52.87 %
01-0000-4475	REIMB:HIGHWAY MAINTENANCE	20,000.00	20,000.00	2,737.20	14,236.50	-5,763.50	71.18 %
01-0000-4520	GRANT FUNDS	0.00	0.00	0.00	24,009.55	24,009.55	0.00 %
01-0000-4530	GRANTS - POLICE DEPT.	0.00	0.00	0.00	236,630.44	236,630.44	0.00 %
01-0000-4620	ACCIDENT REPORT CHARGES	0.00	0.00	26.17	291.62	291.62	0.00 %
01-0000-4625	REPAIR DAMAGES AUB	25,000.00	25,000.00	2,334.04	7,143.74	-17,856.26	28.57 %
01-0000-4630	CEMETERY LOTS	1,000.00	1,000.00	220.00	2,770.00	1,770.00	277.00 %
01-0000-4635	CEDAR GROVE EXPANSION	5,000.00	5,000.00	-380.00	4,260.00	-740.00	85.20 %
01-0000-4665	POOLS INGLESIDE	10,000.00	10,000.00	0.00	5,109.75	-4,890.25	51.10 %
01-0000-4675	RECREATION CONCESSIONS	30,000.00	30,000.00	0.00	13,606.55	-16,393.45	45.36 %
01-0000-4685	ADULT SPORTS ACTIVITIES	0.00	0.00	0.00	4,403.00	4,403.00	0.00 %
01-0000-4690	GENERAL CLASSES	40,000.00	40,000.00	584.00	12,703.88	-27,296.12	31.76 %
01-0000-4695	SPECIAL TICKET SALES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
01-0000-4700	YOUTH SPORTS ACTIVITIES	15,000.00	15,000.00	37.50	12,678.48	-2,321.52	84.52 %
01-0000-4705	LEASE/RENTAL BALLFIELDS	3,000.00	3,000.00	400.00	2,151.24	-848.76	71.71 %
01-0000-4710	LEASE/RENTAL PICNIC SHEL	3,000.00	3,000.00	347.50	3,980.00	980.00	132.67 %
01-0000-4740	FOUNDATION REVENUE	0.00	0.00	146.00	2,878.81	2,878.81	0.00 %
01-0000-4810	CITY COURT FINES & COSTS	110,000.00	110,000.00	5,117.85	40,182.50	-69,817.50	36.53 %

Monthly Rev and Exp Reports for Council

For Fiscal: 2023-2024 Period Ending: 12/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-0000-4910</u>	INTEREST INCOME	300,000.00	300,000.00	49,238.80	363,519.50	63,519.50	121.17 %
<u>01-0000-4925</u>	INSURANCE RECOVERIES	0.00	0.00	0.00	77,159.75	77,159.75	0.00 %
<u>01-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	42.64	433.63	433.63	0.00 %
<u>01-0000-4935</u>	THIRD PARTY CONTRIBUTIONS	0.00	0.00	540.00	11,404.20	11,404.20	0.00 %
<u>01-0000-4940</u>	THIRD PARTY CONTRIBUTIONS-ANI	0.00	0.00	0.00	15.00	15.00	0.00 %
<u>01-0000-4999</u>	MISCELLANEOUS INCOME	20,000.00	20,000.00	1,484.09	16,652.56	-3,347.44	83.26 %
	Revenue Total:	20,700,000.00	20,700,000.00	1,738,128.09	8,867,928.54	-11,832,071.46	42.84%
	Fund: 01 - GENERAL FUND Total:	20,700,000.00	20,700,000.00	1,738,128.09	8,867,928.54	-11,832,071.46	42.84%
	Report Total:	20,700,000.00	20,700,000.00	1,738,128.09	8,867,928.54	-11,832,071.46	42.84%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Division		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND								
Department: 01 - Administration								
0101 - City Manager's Office		316,000.00	316,000.00	18,950.95	175,476.20	4,020.00	136,503.80	56.80%
0102 - City Council		63,400.00	63,400.00	11,416.40	42,491.08	2,950.00	17,958.92	71.67%
0103 - City Judge		13,000.00	13,000.00	1,076.50	6,459.00	0.00	6,541.00	49.68%
0104 - City Attorney		40,000.00	40,000.00	5,877.50	20,157.50	0.00	19,842.50	50.39%
0105 - Special Appropriations		389,000.00	389,000.00	78,475.00	222,425.00	0.00	166,575.00	57.18%
0106 - Athens City Schools		2,421,000.00	2,421,000.00	242,110.03	1,442,154.25	0.00	978,845.75	59.57%
0107 - Athens Utilities Board		530,000.00	530,000.00	43,536.86	265,931.01	0.00	264,068.99	50.18%
Department: 01 - Administration Total:		3,772,400.00	3,772,400.00	401,443.24	2,175,094.04	6,970.00	1,590,335.96	57.84%
Department: 02 - Finance								
0201 - Finance		523,500.00	523,500.00	35,185.06	289,116.70	3,926.88	230,456.42	55.98%
Department: 02 - Finance Total:		523,500.00	523,500.00	35,185.06	289,116.70	3,926.88	230,456.42	55.98%
Department: 03 - Human Resources								
0301 - Human Resources		260,200.00	260,200.00	22,858.11	132,696.40	4,403.23	123,100.37	52.69%
Department: 03 - Human Resources Total:		260,200.00	260,200.00	22,858.11	132,696.40	4,403.23	123,100.37	52.69%
Department: 04 - Administrative Services								
0401 - Administration		131,600.00	131,600.00	12,786.78	71,220.87	910.77	59,468.36	54.81%
0402 - City Hall		194,500.00	194,500.00	37,962.94	154,780.25	47,740.70	-8,020.95	104.12%
0403 - Information Technology		442,800.00	442,800.00	10,532.38	167,817.97	25,181.21	249,800.82	43.59%
Department: 04 - Administrative Services Total:		768,900.00	768,900.00	61,282.10	393,819.09	73,832.68	301,248.23	60.82%
Department: 05 - Community Development								
0501 - Administration		193,500.00	193,500.00	13,471.81	97,583.77	138.08	95,778.15	50.50%
0502 - Codes Enforcement		329,700.00	329,700.00	24,104.02	174,704.79	3,270.25	151,724.96	53.98%
0503 - Cemeteries		43,200.00	43,200.00	6,000.00	18,026.56	18,500.00	6,673.44	84.55%
Department: 05 - Community Development Total:		566,400.00	566,400.00	43,575.83	290,315.12	21,908.33	254,176.55	55.12%
Department: 06 - Police								
0601 - Administration		319,700.00	319,700.00	19,359.53	256,264.52	2,600.68	60,834.80	80.97%
0602 - Patrol		2,591,500.00	2,591,500.00	170,949.00	1,313,803.80	25,990.79	1,251,705.41	51.70%
0603 - Special Services		609,600.00	609,600.00	54,601.93	431,885.71	2,230.93	175,483.36	71.21%
Department: 06 - Police Total:		3,520,800.00	3,520,800.00	244,910.46	2,001,954.03	30,822.40	1,488,023.57	57.74%
Department: 07 - Fire								
0701 - Administration		205,700.00	205,700.00	14,095.13	77,052.66	4,300.00	124,347.34	39.55%
0702 - Prevention		117,700.00	117,700.00	10,482.03	63,936.83	300.00	53,463.17	54.58%

Monthly Rev and Exp Reports for Council

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
0703 - Suppression	2,455,700.00	2,455,700.00	184,690.55	1,532,175.33	22,957.22	900,567.45	63.33%
Department: 07 - Fire Total:	2,779,100.00	2,779,100.00	209,267.71	1,673,164.82	27,557.22	1,078,377.96	61.20%
Department: 08 - Parks and Recreation							
0801 - Administration	239,400.00	239,400.00	13,960.60	125,941.78	483.67	112,974.55	52.81%
0802 - Maintenance	806,000.00	806,000.00	43,637.58	388,991.89	48,923.47	368,084.64	54.33%
0803 - Swimming Pools	50,600.00	50,600.00	201.70	27,833.91	2,842.12	19,923.97	60.62%
0804 - Program Planning	325,400.00	325,400.00	21,989.76	170,502.79	23,567.00	131,330.21	59.64%
Department: 08 - Parks and Recreation Total:	1,421,400.00	1,421,400.00	79,789.64	713,270.37	75,816.26	632,313.37	55.51%
Department: 09 - Public Works							
0901 - Administration	424,000.00	424,000.00	31,923.47	195,471.90	21,008.63	207,519.47	51.06%
0902 - Traffic Control	300,700.00	300,700.00	13,166.75	94,150.84	108,798.24	97,750.92	67.49%
0903 - Street Maintenance	1,026,900.00	1,026,900.00	88,449.60	797,663.47	1,542,077.22	-1,312,840.69	227.85%
0904 - Street Construction	621,900.00	621,900.00	32,705.80	320,698.49	50,989.20	250,212.31	59.77%
0905 - Street Cleaning	1,020,100.00	1,020,100.00	49,203.86	553,593.20	33,594.27	432,912.53	57.56%
0906 - Fleet Maintenance	352,200.00	352,200.00	28,246.06	176,719.31	18,041.84	157,438.85	55.30%
0908 - Animal Control	214,200.00	214,200.00	14,326.44	101,600.77	2,249.00	110,350.23	48.48%
Department: 09 - Public Works Total:	3,960,000.00	3,960,000.00	258,021.98	2,239,897.98	1,776,758.40	-56,656.38	101.43%
Department: 10 - Communications/Dispatch							
1004 - Communications/Dispatch	327,300.00	327,300.00	0.00	164,154.16	0.00	163,145.84	50.15%
Department: 10 - Communications/Dispatch Total:	327,300.00	327,300.00	0.00	164,154.16	0.00	163,145.84	50.15%
Department: 11 - Transfers							
1101 - Non-Departmental	2,800,000.00	2,800,000.00	198,731.00	1,581,842.07	7,696.14	1,210,461.79	56.77%
Department: 11 - Transfers Total:	2,800,000.00	2,800,000.00	198,731.00	1,581,842.07	7,696.14	1,210,461.79	56.77%
Fund: 01 - GENERAL FUND Total:	20,700,000.00	20,700,000.00	1,555,065.13	11,655,324.78	2,029,691.54	7,014,983.68	66.11%
Report Total:	20,700,000.00	20,700,000.00	1,555,065.13	11,655,324.78	2,029,691.54	7,014,983.68	66.11%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Fund: 12 - SANITATION

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
Revenue							
<u>12-0000-4648</u>	REFUSE PENALTY	4,000.00	4,000.00	373.49	2,509.70	-1,490.30	62.74 %
<u>12-0000-4650</u>	IND/COMMERCIAL REFUSE CHARG	420,000.00	420,000.00	29,745.00	214,687.70	-205,312.30	51.12 %
<u>12-0000-4658</u>	REFUSE COLLECTION CHARGES	540,000.00	540,000.00	46,078.16	285,355.01	-254,644.99	52.84 %
<u>12-0000-4750</u>	RECYCLING CENTER	3,000.00	3,000.00	520.72	3,213.32	213.32	107.11 %
<u>12-0000-4910</u>	INTEREST INCOME	40,000.00	40,000.00	6,613.65	36,379.04	-3,620.96	90.95 %
<u>12-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	2.29	30.57	30.57	0.00 %
<u>12-0000-4999</u>	MISCELLANEOUS INCOME	3,000.00	3,000.00	0.00	108.22	-2,891.78	3.61 %
Revenue Total:		1,010,000.00	1,010,000.00	83,333.31	542,283.56	-467,716.44	53.69%
Fund: 12 - SANITATION Total:		1,010,000.00	1,010,000.00	83,333.31	542,283.56	-467,716.44	53.69%
Report Total:		1,010,000.00	1,010,000.00	83,333.31	542,283.56	-467,716.44	53.69%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council Group Summary

For Fiscal: 2023-2024 Period Ending: 12/31/2023

Division

Fund: 12 - SANITATION
Department: 09 - Public Works
0907 - Sanitation

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Used
						Favorable	(Unfavorable)	
	1,010,000.00	1,010,000.00	61,190.68	535,125.88	10,574.12	464,300.00		54.03%
Department: 09 - Public Works Total:	1,010,000.00	1,010,000.00	61,190.68	535,125.88	10,574.12	464,300.00		54.03%
Fund: 12 - SANITATION Total:	1,010,000.00	1,010,000.00	61,190.68	535,125.88	10,574.12	464,300.00		54.03%
Report Total:	1,010,000.00	1,010,000.00	61,190.68	535,125.88	10,574.12	464,300.00		54.03%

City of Athens Fire Dept

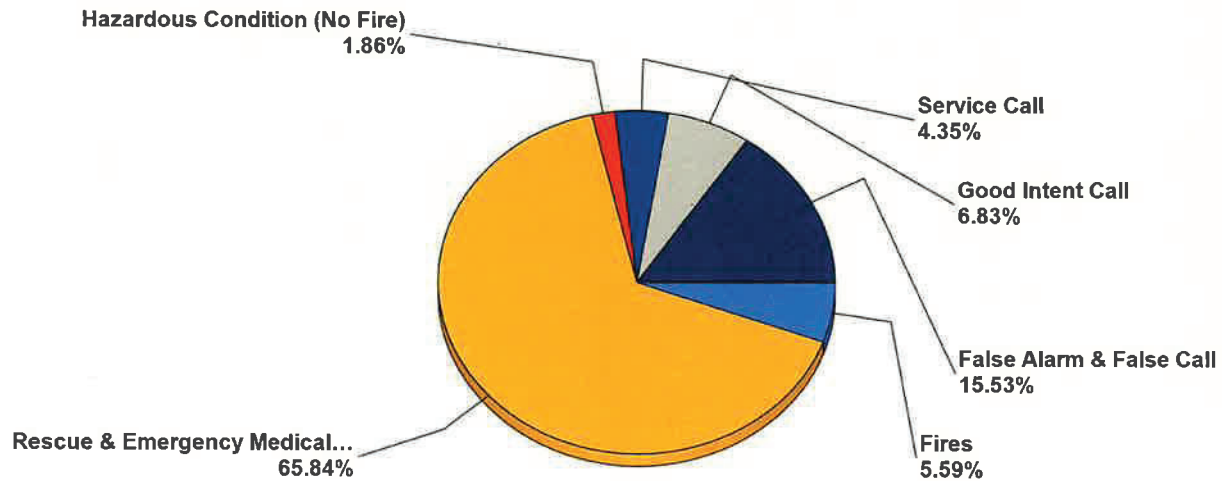
Athens, TN

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2023 | End Date: 12/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	9	5.59%
Rescue & Emergency Medical Service	106	65.84%
Hazardous Condition (No Fire)	3	1.86%
Service Call	7	4.35%
Good Intent Call	11	6.83%
False Alarm & False Call	25	15.53%
TOTAL	161	100%

1105 Employee training hours
3 CPR classes with 53 students
Christmas Parade
4 attended Fire Inspectors conference
K-kids and boy scouts station tours
Santa Claus visits Athens
AEMT NREMT practical's completed and passed
All 8 of our employee's made president's list obtaining 4.0 GPA for the semester

Yearly training hours 15,592.5
Total commission certifications 36
Certified 368 citizens with CPR
380 Fire Inspections completed

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
100 - Fire, other	2	1.24%
111 - Building fire	4	2.48%
140 - Natural vegetation fire, other	2	1.24%
143 - Grass fire	1	0.62%
311 - Medical assist, assist EMS crew	86	53.42%
321 - EMS call, excluding vehicle accident with injury	1	0.62%
322 - Motor vehicle accident with injuries	15	9.32%
324 - Motor vehicle accident with no injuries.	3	1.86%
341 - Search for person on land	1	0.62%
445 - Arcing, shorted electrical equipment	1	0.62%
462 - Aircraft standby	1	0.62%
480 - Attempted burning, illegal action, other	1	0.62%
522 - Water or steam leak	1	0.62%
531 - Smoke or odor removal	1	0.62%
551 - Assist police or other governmental agency	1	0.62%
561 - Unauthorized burning	4	2.48%
611 - Dispatched & cancelled en route	6	3.73%
622 - No incident found on arrival at dispatch address	1	0.62%
631 - Authorized controlled burning	1	0.62%
651 - Smoke scare, odor of smoke	3	1.86%
744 - Detector activation, no fire - unintentional	23	14.29%
745 - Alarm system activation, no fire - unintentional	1	0.62%
746 - Carbon monoxide detector activation, no CO	1	0.62%
TOTAL INCIDENTS:	161	100%

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



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City of Athens Fire Dept

Athens, TN

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Property Values versus Loss and Save per Incident for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-2174	\$255,000.00	\$1,000.00	\$254,000.00
2023-2188	\$16,500,000.00	\$13,000.00	\$16,487,000.00
2023-2253	\$127,200.00	\$127,200.00	\$0.00
Totals:	\$16,882,200.00	\$141,200.00	\$16,741,000.00

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



City of Athens Fire Dept

Athens, TN

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Losses for Date Range

Start Date: 12/01/2023 | End Date: 12/31/2023

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
3	\$112,200.00	\$29,000.00	\$141,200.00	\$47,066.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2023-2174	12/06/2023	111 - Building fire	\$0.00	\$1,000.00	\$1,000.00	0.71%
2023-2188	12/11/2023	100 - Fire, other	\$0.00	\$13,000.00	\$13,000.00	9.21%
2023-2253	12/24/2023	111 - Building fire	\$112,200.00	\$15,000.00	\$127,200.00	90.08%

Only REVIEWED incidents included

City of Athens Fire Dept

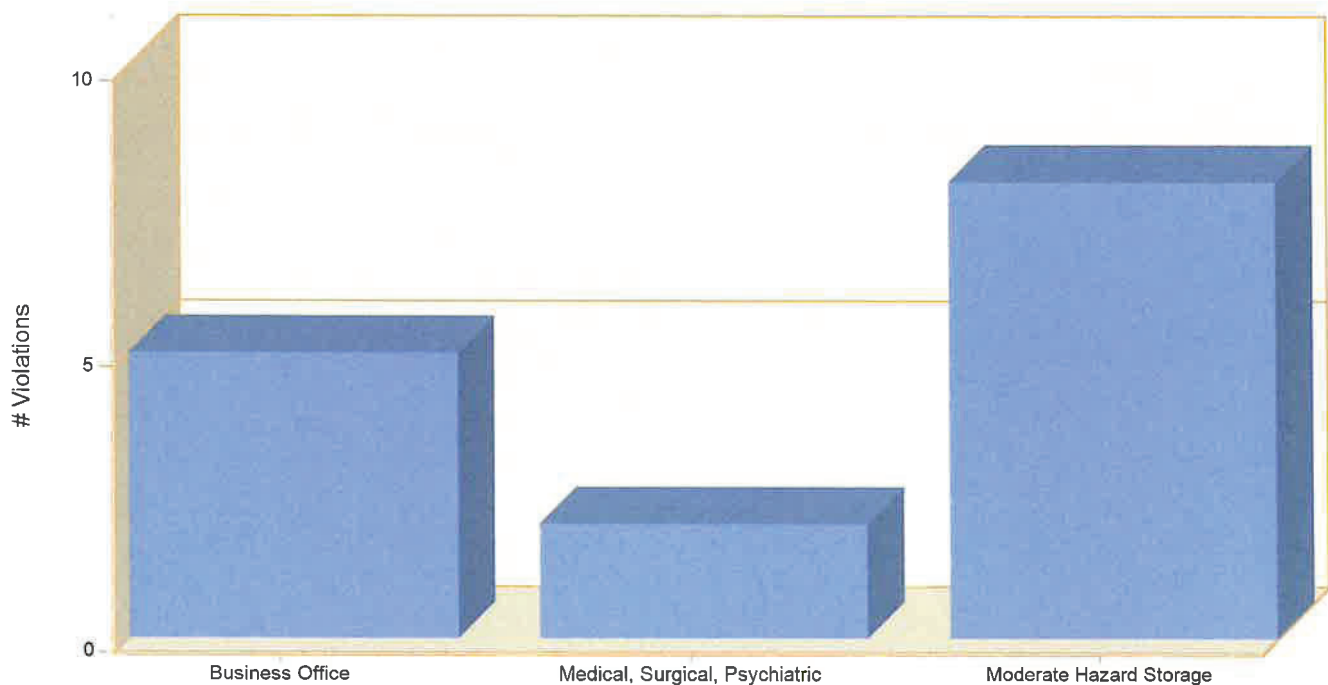
Athens, TN

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Count of Violations per Occupancy Type for Inspection Date Range

Inspection Observations: FAIL | Start Date: 12/01/2023 | End Date: 12/31/2023



OCCUPANCY TYPE	# VIOLATIONS
Business Office	5
Medical, Surgical, Psychiatric	2
Moderate Hazard Storage	8
Total of Violations:	15

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

City of Athens Fire Dept

Athens, TN

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Completed Inspections per Inspection Type for Date Range

Occupancy Status: All | Start Date: 12/01/2023 | End Date: 12/31/2023

ID	OCCUPANCY	ADDRESS	DATE	INSPECTOR	RESULT	NOTES
Inspection Type: Alarm System Test						
607	McMinn County High School	2215 S Congress PKY Athens, TN 37303	12/12/2023	Ingram, Jack	Passed	
602	McMinn County Career Technical School	2103 S Congress PKY Athens, TN 37303	12/12/2023	Ingram, Jack	Passed	
823	Surgery Center Of Athens	105 North Meadows DR Athens, TN 37303	12/20/2023	Fling, Jason R	Passed	

Total # Inspections for Alarm System Test 3

Inspection Type: Annual						
343	EN Trans International (Heil Corp Office)	1145 N Congress PKY Athens, TN 37303	12/07/2023	Evans, Robert Tyler	Correction Notice Issued	Fire alarm system is disarmed with multiple trouble codes on the alarm panel located near the front entrance. Occupants and inspectors unsure if the alarm panel is for both occupancies in the building or only the warehouse.
327	East Tennessee Industrial Warehouse	1145 S Congress PKY Athens, TN 37303	12/07/2023	Evans, Robert Tyler	Correction Notice Issued	Hazardous materials present inside building stored unorderly in many areas
823	Surgery Center Of Athens	105 North Meadows DR Athens, TN 37303	12/20/2023	Fling, Jason R	Passed	

Total # Inspections for Annual: 3

TOTAL # INSPECTIONS: 6

Includes LOCKED inspections for both archived and unarchived occupancy records.



City of Athens Fire Dept

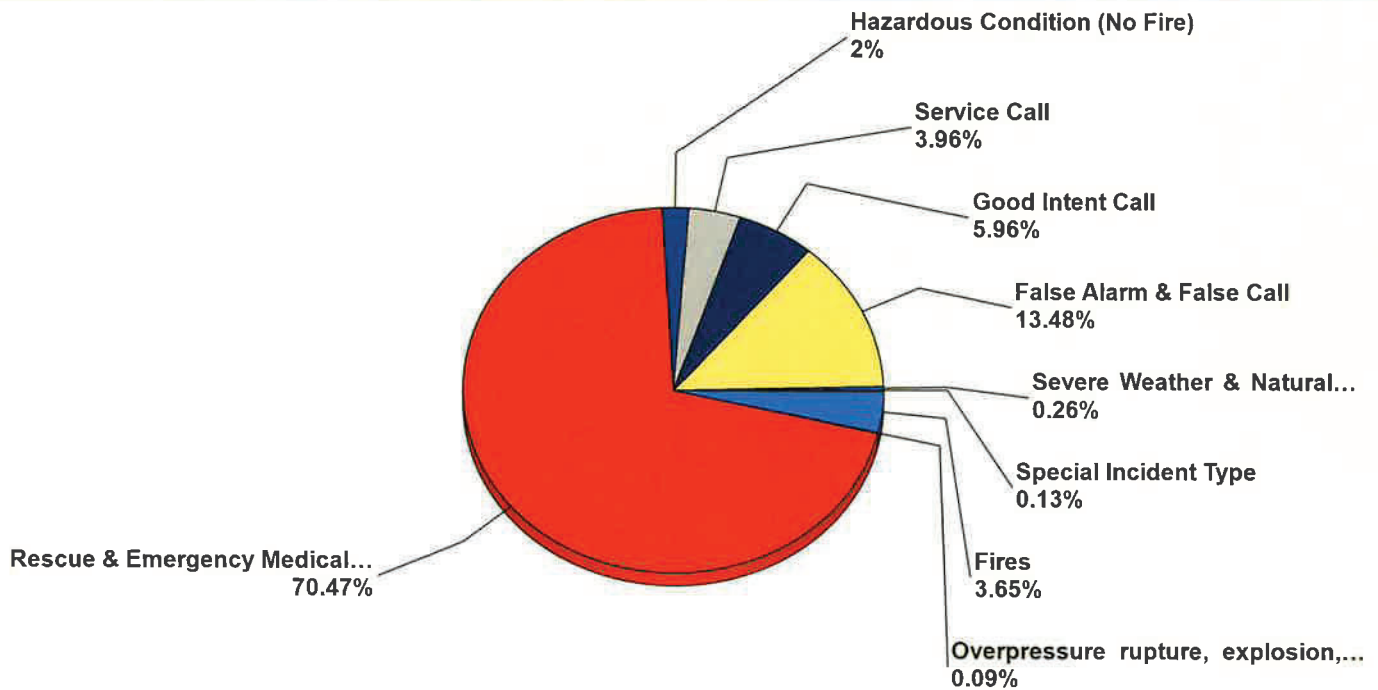
Athens, TN

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 12/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	84	3.65%
Overpressure rupture, explosion, overheating - no fire	2	0.09%
Rescue & Emergency Medical Service	1620	70.47%
Hazardous Condition (No Fire)	46	2%
Service Call	91	3.96%
Good Intent Call	137	5.96%
False Alarm & False Call	310	13.48%
Severe Weather & Natural Disaster	6	0.26%
Special Incident Type	3	0.13%
TOTAL	2299	100%

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

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	3	0.13%
111 - Building fire	25	1.09%
112 - Fires in structure other than in a building	1	0.04%
113 - Cooking fire, confined to container	6	0.26%
118 - Trash or rubbish fire, contained	3	0.13%
130 - Mobile property (vehicle) fire, other	1	0.04%
131 - Passenger vehicle fire	13	0.57%
132 - Road freight or transport vehicle fire	3	0.13%
138 - Off-road vehicle or heavy equipment fire	1	0.04%
140 - Natural vegetation fire, other	6	0.26%
141 - Forest, woods or wildland fire	4	0.17%
142 - Brush or brush-and-grass mixture fire	2	0.09%
143 - Grass fire	4	0.17%
150 - Outside rubbish fire, other	5	0.22%
151 - Outside rubbish, trash or waste fire	3	0.13%
154 - Dumpster or other outside trash receptacle fire	1	0.04%
160 - Special outside fire, other	2	0.09%
162 - Outside equipment fire	1	0.04%
251 - Excessive heat, scorch burns with no ignition	2	0.09%
311 - Medical assist, assist EMS crew	1397	60.77%
320 - Emergency medical service, other	4	0.17%
321 - EMS call, excluding vehicle accident with injury	5	0.22%
322 - Motor vehicle accident with injuries	172	7.48%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.04%
324 - Motor vehicle accident with no injuries.	33	1.44%
341 - Search for person on land	2	0.09%
350 - Extrication, rescue, other	2	0.09%
352 - Extrication of victim(s) from vehicle	1	0.04%
354 - Trench/below-grade rescue	1	0.04%
356 - High-angle rescue	1	0.04%
357 - Extrication of victim(s) from machinery	1	0.04%
400 - Hazardous condition, other	1	0.04%
410 - Combustible/flammable gas/liquid condition, other	1	0.04%
411 - Gasoline or other flammable liquid spill	1	0.04%
412 - Gas leak (natural gas or LPG)	10	0.44%
424 - Carbon monoxide incident	1	0.04%
440 - Electrical wiring/equipment problem, other	8	0.35%
441 - Heat from short circuit (wiring), defective/worn	1	0.04%
442 - Overheated motor	2	0.09%
444 - Power line down	5	0.22%
445 - Arcing, shorted electrical equipment	7	0.3%
451 - Biological hazard, confirmed or suspected	1	0.04%
462 - Aircraft standby	7	0.3%
480 - Attempted burning, illegal action, other	1	0.04%
500 - Service Call, other	3	0.13%
510 - Person in distress, other	2	0.09%
511 - Lock-out	1	0.04%
522 - Water or steam leak	2	0.09%
531 - Smoke or odor removal	4	0.17%
550 - Public service assistance, other	3	0.13%
551 - Assist police or other governmental agency	28	1.22%
552 - Police matter	2	0.09%
553 - Public service	7	0.3%
561 - Unauthorized burning	38	1.65%
571 - Cover assignment, standby, moveup	1	0.04%

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
600 - Good intent call, other	4	0.17%
611 - Dispatched & cancelled en route	77	3.35%
622 - No incident found on arrival at dispatch address	18	0.78%
631 - Authorized controlled burning	2	0.09%
651 - Smoke scare, odor of smoke	28	1.22%
652 - Steam, vapor, fog or dust thought to be smoke	2	0.09%
653 - Smoke from barbecue, tar kettle	1	0.04%
671 - HazMat release investigation w/no HazMat	5	0.22%
700 - False alarm or false call, other	9	0.39%
710 - Malicious, mischievous false call, other	1	0.04%
713 - Telephone, malicious false alarm	1	0.04%
731 - Sprinkler activation due to malfunction	1	0.04%
735 - Alarm system sounded due to malfunction	1	0.04%
736 - CO detector activation due to malfunction	5	0.22%
740 - Unintentional transmission of alarm, other	1	0.04%
741 - Sprinkler activation, no fire - unintentional	2	0.09%
743 - Smoke detector activation, no fire - unintentional	1	0.04%
744 - Detector activation, no fire - unintentional	282	12.27%
745 - Alarm system activation, no fire - unintentional	4	0.17%
746 - Carbon monoxide detector activation, no CO	2	0.09%
800 - Severe weather or natural disaster, other	3	0.13%
813 - Wind storm, tornado/hurricane assessment	3	0.13%
900 - Special type of incident, other	1	0.04%
911 - Citizen complaint	2	0.09%
TOTAL INCIDENTS:	2299	100%

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

City of Athens Fire Dept

Athens, TN

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Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2023 | End Date: 12/31/2023

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2023-40	\$510,000.00	\$5,000.00	\$505,000.00
2023-113	\$1,224,400.00	\$10,000.00	\$1,214,400.00
2023-199	\$5,275,200.00	\$2,500.00	\$5,272,700.00
2023-304	\$509,800.00	\$200.00	\$509,600.00
2023-330	\$3,000.00	\$3,000.00	\$0.00
2023-452	\$228,000.00	\$60,000.00	\$168,000.00
2023-468	\$1,500.00	\$1,500.00	\$0.00
2023-518	\$74,700.00	\$10,200.00	\$64,500.00
2023-526	\$138,500.00	\$1,500.00	\$137,000.00
2023-526	\$225,000.00	\$105,000.00	\$120,000.00
2023-591	\$310,000.00	\$0.00	\$310,000.00
2023-618	\$6,025,000.00	\$30,000.00	\$5,995,000.00
2023-851	\$55,700.00	\$4,000.00	\$51,700.00
2023-853	\$134,200.00	\$500.00	\$133,700.00
2023-875	\$22,000.00	\$10,000.00	\$12,000.00
2023-891	\$148,500.00	\$3,000.00	\$145,500.00
2023-899	\$166,200.00	\$31,000.00	\$135,200.00
2023-1133	\$19,067,500.00	\$930,000.00	\$18,137,500.00
2023-1203	\$19,067,500.00	\$3,200,000.00	\$15,867,500.00
2023-1256	\$12,000.00	\$1,000.00	\$11,000.00
2023-1360	\$95,000.00	\$15,000.00	\$80,000.00
2023-1458	\$362,000.00	\$4,500.00	\$357,500.00
2023-1492	\$280,600.00	\$6,000.00	\$274,600.00
2023-1513	\$6,000.00	\$6,000.00	\$0.00
2023-1606	\$2,500.00	\$800.00	\$1,700.00
2023-1616	\$500.00	\$500.00	\$0.00
2023-1784	\$500.00	\$500.00	\$0.00
2023-1818	\$33,100.00	\$300.00	\$32,800.00
2023-1929	\$90,000.00	\$6,000.00	\$84,000.00
2023-1945	\$85,000.00	\$200.00	\$84,800.00
2023-2099	\$1,600.00	\$500.00	\$1,100.00
2023-2138	\$700,000.00	\$200.00	\$699,800.00
2023-2174	\$255,000.00	\$1,000.00	\$254,000.00
2023-2188	\$16,500,000.00	\$13,000.00	\$16,487,000.00
2023-2253	\$127,200.00	\$127,200.00	\$0.00
Totals:	\$71,737,700.00	\$4,590,100.00	\$67,147,600.00

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



City of Athens Fire Dept

Athens, TN

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

Incident Type Range: 100 - 911 | StartDate: 01/01/2023 | EndDate: 12/31/2023

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Automatic aid received				
06/30/2023	2023-1066	John J Duncan PKY	131 - Passenger vehicle fire	ST2 - Athens Fire Station 2

Percentage of Total Incidents: 0.04%

AID TYPE: Mutual aid given				
05/05/2023	2023-724	42MM Interstate 75 Northbound	132 - Road freight or transport vehicle fire	ST2 - Athens Fire Station 2
07/08/2023	2023-1112	256 COUNTY RD 587	111 - Building fire	ST1 - Athens Fire Station 1
07/12/2023	2023-1146	335 COUNTY RD 116	111 - Building fire	ST2 - Athens Fire Station 2
07/22/2023	2023-1206	276 HIGHWAY 307	131 - Passenger vehicle fire	ST1 - Athens Fire Station 1
07/30/2023	2023-1273	1626 COUNTY RD 560	311 - Medical assist, assist EMS crew	ST1 - Athens Fire Station 1
08/15/2023	2023-1370	2607 HIGHWAY 39	111 - Building fire	ST1 - Athens Fire Station 1
08/15/2023	2023-1375	700 Old Belltown Mill RD	611 - Dispatched & cancelled en route	ST1 - Athens Fire Station 1
09/01/2023	2023-1516	1420 COUNTY RD 700	311 - Medical assist, assist EMS crew	ST2 - Athens Fire Station 2
09/07/2023	2023-1569	549 COUNTY RD 249	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
09/22/2023	2023-1671	County Road 170	322 - Motor vehicle accident with injuries	ST2 - Athens Fire Station 2
10/06/2023	2023-1752	181 COUNTY RD 322	111 - Building fire	ST2 - Athens Fire Station 2
10/07/2023	2023-1760	150 COUNTY RD 119	132 - Road freight or transport vehicle fire	ST2 - Athens Fire Station 2
10/10/2023	2023-1785	19877 N Nopone Valley RD	111 - Building fire	ST1 - Athens Fire Station 1
10/11/2023	2023-1790	19877 N Nopone Valley RD	551 - Assist police or other governmental agency	ST2 - Athens Fire Station 2
10/14/2023	2023-1816	Gee Creek RD	356 - High-angle rescue	ST2 - Athens Fire Station 2
10/18/2023	2023-1841	1171 HIGHWAY 11	131 - Passenger vehicle fire	ST2 - Athens Fire Station 2
11/07/2023	2023-1983	3558 Highway 68	141 - Forest, woods or wildland fire	ST1 - Athens Fire Station 1
11/14/2023	2023-2036	133 COUNTY RD 181	111 - Building fire	ST2 - Athens Fire Station 2
11/14/2023	2023-2040	2117 Possum Trot RD	141 - Forest, woods or wildland fire	ST1 - Athens Fire Station 1
11/21/2023	2023-2084	COUNTY ROAD 906	141 - Forest, woods or wildland fire	ST1 - Athens Fire Station 1

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



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INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
12/31/2023	2023-2302	321 W ATHENS ST	111 - Building fire	ST1 - Athens Fire Station 1

Percentage of Total Incidents: 0.91%

AID TYPE: Mutual aid received				
02/06/2023	2023-216	2115 REDFERN DR	142 - Brush or brush-and-grass mixture fire	ST1 - Athens Fire Station 1
03/24/2023	2023-480	1400 E Madison AVE	354 - Trench/below-grade rescue	ST1 - Athens Fire Station 1
03/27/2023	2023-497	132 COUNTY RD 370	151 - Outside rubbish, trash or waste fire	ST1 - Athens Fire Station 1
04/01/2023	2023-526	701 E MADISON AV	111 - Building fire	ST1 - Athens Fire Station 1
04/01/2023	2023-526	705 E Madison AVE	111 - Building fire	ST1 - Athens Fire Station 1
06/26/2023	2023-1041	2405 DECATUR PIKE	462 - Aircraft standby	ST2 - Athens Fire Station 2
07/21/2023	2023-1203	115 INDUSTRIAL WAY	111 - Building fire	ST2 - Athens Fire Station 2
12/22/2023	2023-2240	115 Industrial WAY	111 - Building fire	ST2 - Athens Fire Station 2
12/24/2023	2023-2253	112 GAY ST	111 - Building fire	ST1 - Athens Fire Station 1

Percentage of Total Incidents: 0.39%

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.

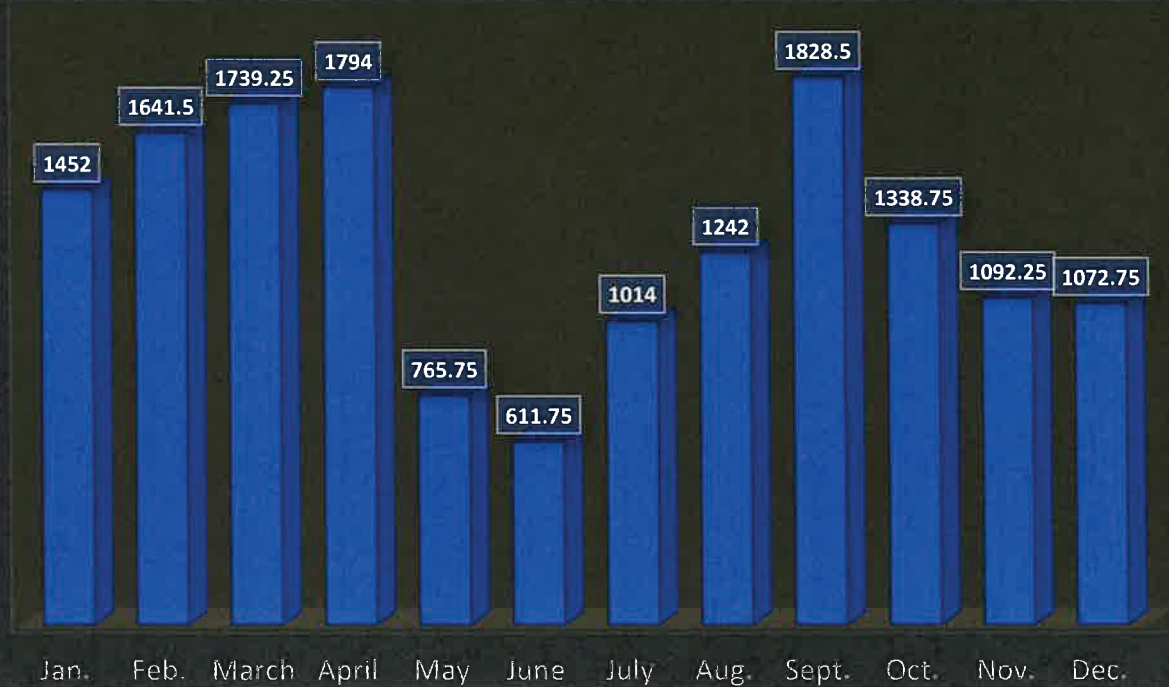


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ATHENS FIRE 2023 TRAINING NUMBERS



Staff total number of training hours **15,592.5**
 Average yearly training hours per Firefighter **677.9**

Commission Certifications 2023

Hazmat Ops	4
Firefighter-1	2
Firefighter-2	1
Rope Rescue	1
Hazmat Tech	1
Fire Investigator	1
Fire Instructor-1	2
Safety Officer	4
Fire Officer -1	2
Fire Officer -2	1
Fire Officer-3	1
Fire Officer-4	3
1403 Live Burn Instructor	13

Added Medical License

Emergency Responder	2
Emergency Medical Technician	5
Emergency Medical Advanced	8 Pending testing
EMT- Paramedic	2

*Nearly every full-time staff member has a medical license as an EMR or higher.

2023 Public Fire Education Classes CPR/First Aid

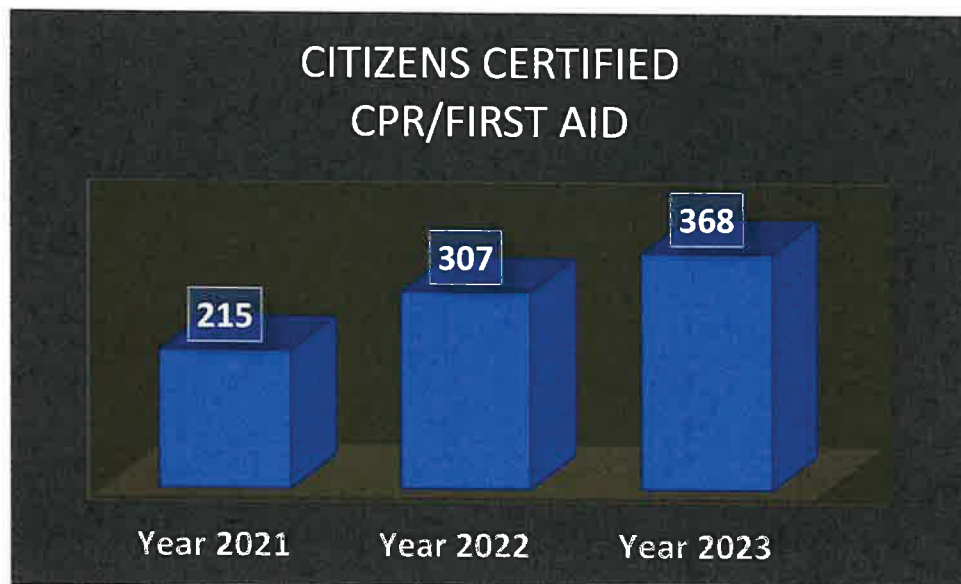


Taught 35 classes, certifying 368 citizens.

- Industry groups
- Schools
- Dr. Offices

Below is a yearly breakdown since we implemented the CPR and First Aid program which started in 2021. Each year, we increase the number of certified citizens.

Today, with this program, we have certified nearly 900 citizens in CPR and First Aid! We hope to hit our goal of over 1,000 citizens certified shortly after the first part of 2024.





Police Department Report to City Manager

December ▼	2023 ▼
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	This Month	This Year	Last Year to Date
Homicide	0	0	0
Sex Offense	0	13	18
Robbery	0	1	9
Assault	23	206	316
Burglary	5	70	143
Theft	37	484	646
MV Theft	6	68	94

Moving Violations	197	1728	2194
Citations	50	620	1082
Warnings	147	1099	1107
Drugs	37	400	398
Arrests	221	1634	1578
Total Calls for Service	1474	17975	18250



Police Department Report to City Manager

December ▾

2023 ▾

This Month

This Year

Last Year to Date

Vehicle Accidents	50	580	576
Pedestrian	0	2	2
Private Property	27	267	392
Total	77	847	969
Injuries	19	147	135
Fatalities	0	0	1

Authorized Sworn Positions	36
Current Sworn Positions Filled	31
Police Department Vacancies	5

Prepared:

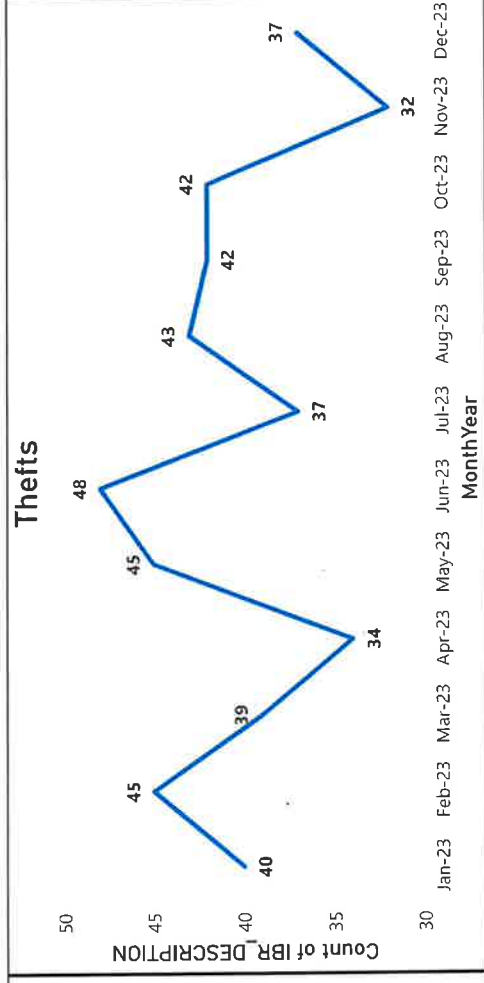
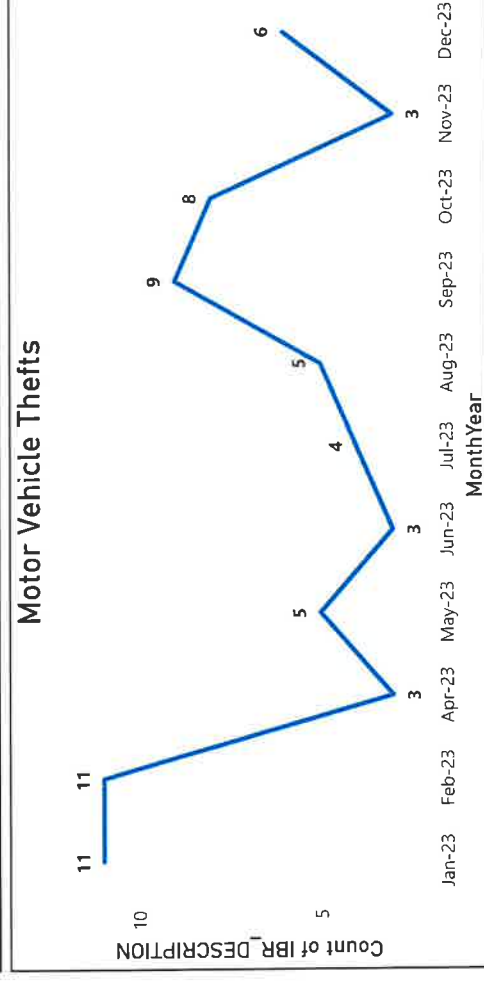
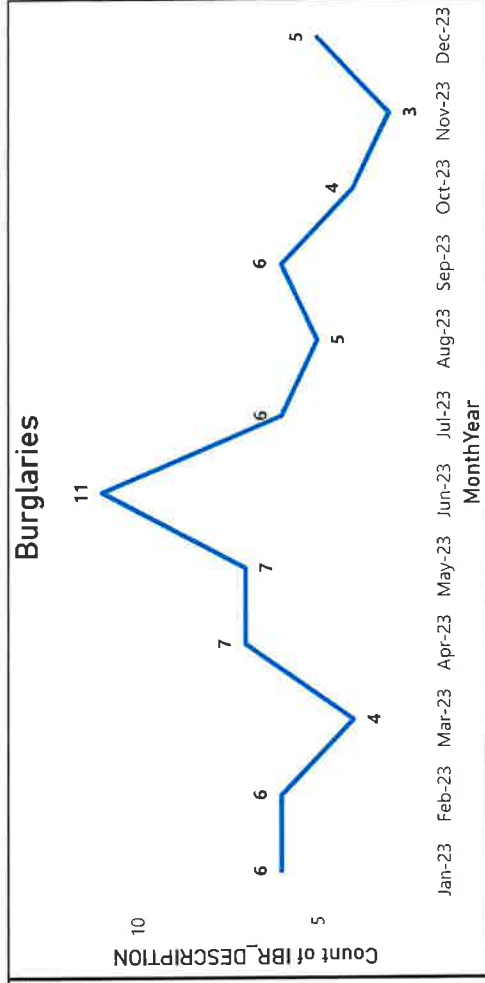
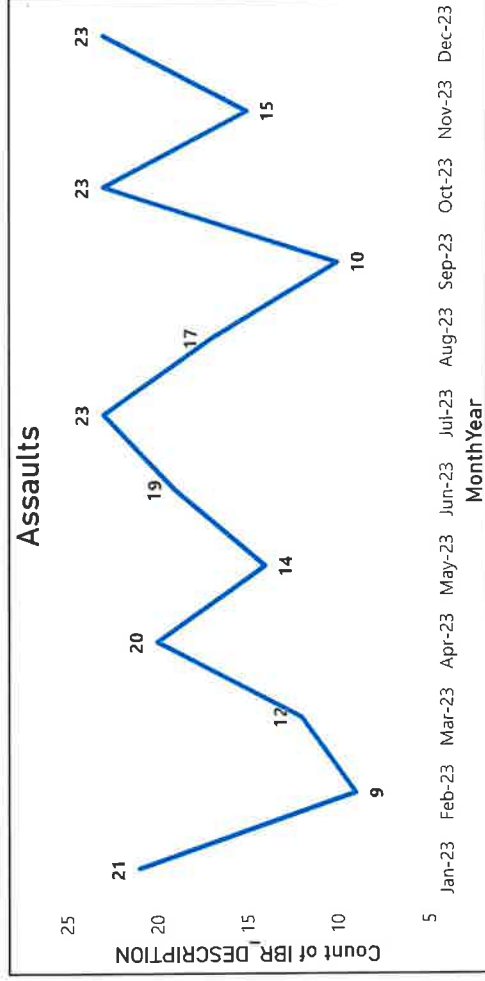
Submitted:

Jason B. Garren

Fred K. Schultz

Deputy Chief

Chief of Police



Date

12/1/2023

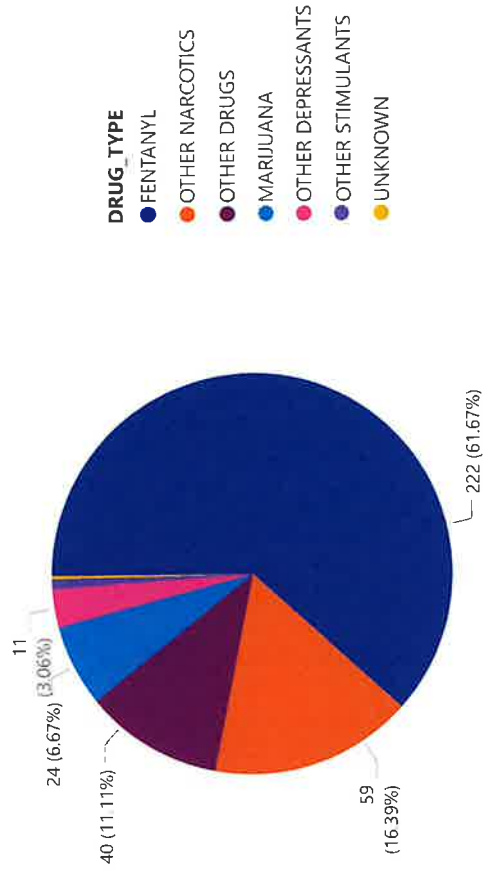
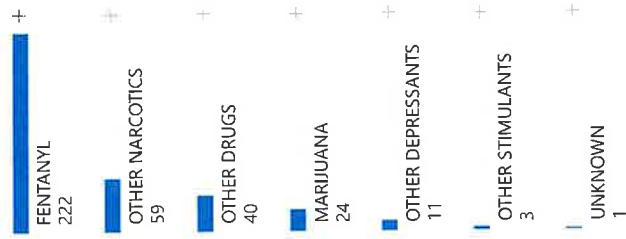
12/31/2023

MEASUREMENT

DOSAGE UNITS

DRUG_QUANTITY by DRUG_TYPE

DRUG_TYPE



Date

12/1/2023

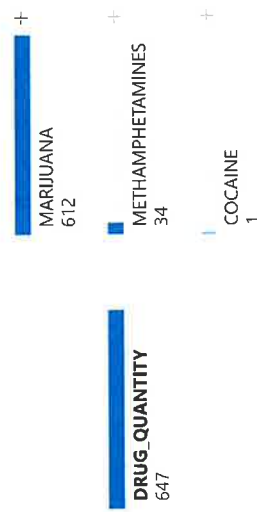
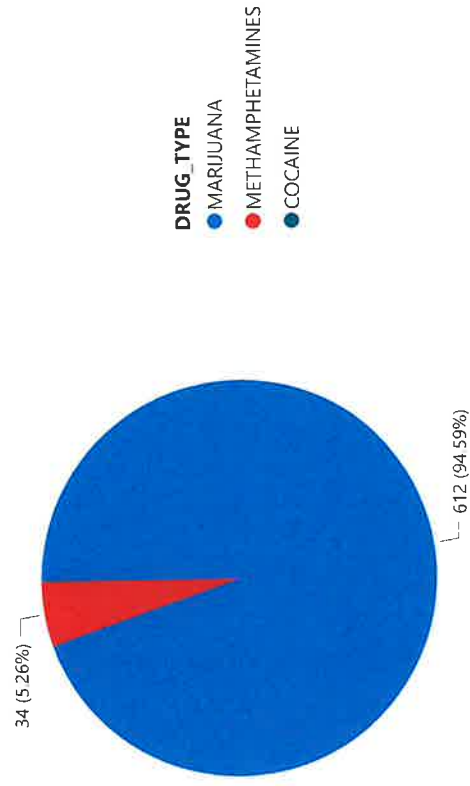
12/31/2023

MEASUREMENT

GRAMS

DRUG_QUANTITY by DRUG_TYPE

DRUG_TYPE



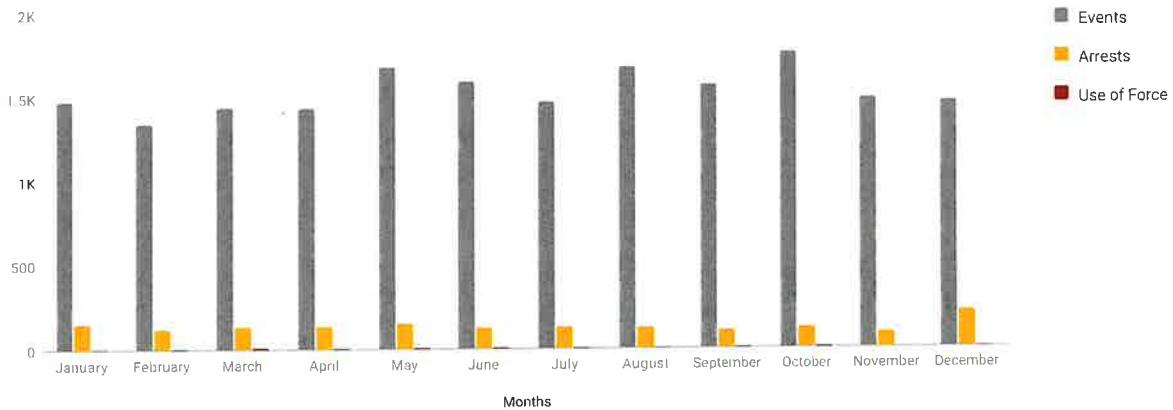


Athens Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2023)

USE OF FORCE VS. EVENT COMPARISON SUMMARY BY MONTH

Event vs. Arrests vs. Use of Force Comparison



2023 Events vs. Use Of Force

Total Events: 18480
Use of Force Incidents: 52
0.28%

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1486	3	0.20%
February	1351	4	0.30%
March	1447	9	0.62%
April	1443	4	0.28%
May	1685	6	0.36%
June	1600	6	0.38%
July	1477	4	0.27%
August	1683	2	0.12%
September	1574	5	0.32%
October	1767	6	0.34%
November	1493	1	0.07%
December	1474	2	0.14%

2023 Arrests vs. Use Of Force

Total Arrests: 1661
Use of Force Incidents: 52
3.13%

MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	156	3	1.92%
February	126	4	3.17%
March	139	9	6.47%
April	140	4	2.86%
May	157	6	3.82%
June	129	6	4.65%
July	133	4	3.01%
August	128	2	1.56%
September	111	5	4.50%
October	126	6	4.76%
November	95	1	1.05%
December	221	2	0.90%

Monthly Overtime Report for Patrol Division December 2023

Late Shift: 30.75 hours

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

Manpower: 33.00 hours

(fill in for sick leave, vacations, training)

Court: 1.50 hours

General Sessions: 1.00

City: 00.50

Criminal: 00.00

Civil: 00.00

Juvenile: 00.00

Grand Jury: 00.0

Training: 14.00 hours

Special Assignments: 228.25 hours

Meeting: 7.00

THSO: 00.00

K9 Maintenance: 31.00

Christmas Parade: 52.75

VCIF Saturation Patrol: 137.50

Total hours for the month: 307.50 hours

Total expenditure for patrol overtime for the month: \$9,154.27

Total budgeted for patrol overtime for the month: \$6,250.00

Athens Municipal Court

DISPOSITION COUNT

12/01/2023 to 12/31/2023

Disp. Code Id Disp. Code Name

(9)	Dismissed	<u>10</u>
(10)	Dismissed after Drv Safety Course	<u>3</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>1</u>
(4)	Guilty - Trial by Judge	<u>5</u>
(19)	Paid in Full	<u>28</u>
(21)	Plea Guilty/ as charged	<u>16</u>
(25)	Plea Not Guilty, set for trail	<u>2</u>

Total Dispositions: 65