



CITY COUNCIL AGENDA

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

I. CALL TO ORDER

II. INVOCATION

Councilmember Curtis

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

- (1 – 5) a.) Corrections to March 19, 2024 – Regular Meeting
- (6 – 11) b.) June 18, 2024 – Regular Meeting
- (12 – 13) c.) June 25, 2024 – Called Meeting

VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS

VII. CITIZENS COMMENTS

VIII. CONSENT AGENDA

- (14 – 15) a.) **Approve use of Market Park Pavilion for the Hiking for Healing fundraising event.**
- (16 – 49) b.) **Approve “Software and Service Agreement” with DataDriven, LLC and purchase of the new RMS software system.**
- (50) c.) **Approve Resolution No. 2024-14:** A resolution authorizing the City of Athens to participate in the Public Entity Partners 2024-2025 “Safety Partners” matching grant program.
- (51) d.) **Approve Resolution No. 2024-15:** A resolution authorizing the City of Athens to participate in the BlueCross Healthy Places Grant.
- (52) e.) **Approve Resolution No. 2024-16:** A resolution authoring the City of Athens to participate in the Tourism Enhancement Grant.
- (53) f.) **Approve Resolution No. 2024-17:** A resolution authorizing the City of Athens to participate in the Tourism Marketing Grant.

IX. ORDINANCES

- (54 – 55) a.) **Public Hearing - Second Reading: ORDINANCE NO. 1129:** AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON YOUNG STREET FROM B-2 (CENTRAL BUSINESS DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.
- (56 – 57) b.) **Public Hearing - Second Reading: ORDINANCE NO. 1130:** AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON YOUNG STREET FROM B-2 (CENTRAL BUSINESS DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.
- (58 – 59) c.) **Public Hearing - Second Reading: ORDINANCE NO. 1131:** AN ORDINANCE TO AMEND 'THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON WEST MADISON AVENUE FROM R-R (RESIDENTIAL ESTATE DISTRICT) TO R-3 (HIGH DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

X. OLD BUSINESS

XI. NEW BUSINESS

XII. REPORTS

- (60 – 63) a.) Community Development Quarterly Report: presented by Director of Community Development, **Anthony Casteel**
- b.) Finance Department Report: presented by Director of Finance, **Mike Keith**
- (64 – 72) c.) Fire Department Report: presented by Fire Chief, **Brandon Ainsworth**
- (73 – 80) d.) Police Department Report: presented by Police Chief, **Fred Schultz**

XIII. REPORT FROM THE CITY MANAGER

XIV. ADJOURNMENT

ATHENS CITY COUNCIL

MINUTES OF MEETING

March 19, 2024

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

Curtis, Pelley, Eaton, Sherlin

Absent: Witt-McMahan

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 February 20, 2024, City Council Regular scheduled meeting were submitted and approved. **Council Member Curtis moved; Vice Mayor Eaton seconded approval of corrected minutes.**

AYES: Curtis, Pelley, Eaton, Sherlin

NAYS: None

ABSENT: Witt-McMahan

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COMMUNICATION AND SPECIAL PRESENTATIONS

ATHENS INTERMEDIATE SCHOOL UPDATE

Principal Angel Hardaway gave an update on Athens Intermediate School and the K-kids activities taking place at the school. Specifically giving a shoutout to our very own City Police and Fire Department.

- 3 -

REQUESTS FROM CITIZENS

Mayor Sherlin addressed the audience and Council. He read the Civil Contract for Citizens. Mayor Sherlin also advised Council to not be on their phones during the meeting.

Eight (8) individuals addressed the Council expressing concerns about Resolution 2024-09, the Education Freedom Scholarship Act, Regional Park, Time Change, and Patricia Parker Property.

CONSENT AGENDA

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

- a) Approve Purchase of Laptops for Police Vehicles Utilizing State Bid Prices.
- b) Approve Proposal from Pyro Shows in the amount of \$45,000 for July 4, 2024 Fireworks at Athens Regional Park.
- c) Approve Resolution No. 2024-06 designating April as Fair Housing Month in the City of Athens.
- d) Approve Resolution No. 2024-07 to apply for \$50,000 grant for the Tennessee Highway Safety Office Grant.
- e) Approve Resolution No. 2024-08 to Approve Engineering Selection for ARC Grant for Exit 52 Industrial Park.
- f) Declare Fire Burn Box as Surplus Property and sell as scrap material.
- g) Approve Excess Fund Balance Transfer in the amount of \$1,500,000 From the General Fund to the Capital Projects Fund.
- h) Approve Purchase of Equipment for Police Vehicles Utilizing State Bid Prices.
- i) Approve One Year Extension of Contract with Huggins Lawn Care for Mowing and Maintenance of City Properties.
- j) Approve One Year Extension of Contract with Total Lawn Care for Mowing and Maintenance of City Cemeteries.

Mayor Sherlin asked for a motion. **Council Member Curtis moved, Council Pelley seconded, that the Consent Agenda as stated be approved.** Roll call:

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

ORDINANCES

- a) Ordinance No. 1125— Second Reading/Public Hearing –Approval of the rezoning request by Christopher S Lingerfelt to change a parcel located at 1304 North Jackson Street from I-1 (Light Industrial District) to R-2(Medium-Density Residential District).

Mayor Sherlin asked for a motion. **Vice Mayor Eaton moved, Council member Curtis seconded, that Ordinance 1125 as stated be approved. Mayor Sherlin opened the public hearing. There being no one wishing to speak, the public hearing was closed.** Roll call:

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

- 6 -

- b) Ordinance No. 1126 – Second Reading/To amend the Athens Municipal Code Title 1, Chapter 1, Section 102 Council Order of Business Agenda Item Seven (7) From “Request of Citizens” to “Citizens Comments” At Regularly City Council Meetings.

Mayor Sherlin asked for a motion. **Council Member Curtis moved, Vice Mayor Eaton seconded, that Ordinance 1126 as stated be approved. Mayor Sherlin opened for public hearing comments. There was an unknown citizen who spoke up and agreed from the audience. Roll call:**

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

- 7 -

OLD BUSINESS

Motion Regarding Purchasing of Patricia Parker Property next to Athens Regional Park

Vice Mayor Eaton made a motion to approve the Mayor, City Manager, City Attorney to negotiate from the lowest appraisal to the highest appraisal with the Estate. **Council Member Curtis seconded the motion. Mayor Sherlin opened for discussion. Council Member Pelley** spoke in regards that it would be wise to delay until it's been determined who owns the property. **Vice Mayor Eaton** said he would like the City Attorney to address the issue. **Attorney Chris Caldwell took to the podium.** He explained the dispute and process of the will and how the will has been placed with the clerk of Master, Chancery Court in McMinn County. Attorney Chris Caldwell informed the audience and Council there is no hurry and all heirs of Mrs. Parker have been notified. This will have been going on for over two years.

Roll Call:

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

- 8 -

NEW BUSINESS

Approve Budget Amendment #1 for the City of Athens

Mayor Sherlin asked for a motion. Council Member Curtis moved, Vice Mayor Eaton seconded to approve the Budget Amendment. There was no discussion.

Roll call:

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

- 9 -

Approve Resolution No. 2024-09 Regarding Education Freedom Scholarship Act.

Council Member Curtis made a motion to remove item B under New Business to April when all candidates are present. Mayor Sherlin asked if there was a second. There was none. Motion failed. Council Member Curtis moved approval. Mayor Sherlin asked if there was a second. There was none. Council Member Pelley moved to postpone. Council Member Curtis second. Upon roll call, the motion failed by the following vote: Roll call:

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

- 10 -

Motion to Approve Converting Dennis Street at Rocky Mt. Road to a Four Way Stop at a Cost Not to Exceed \$5,000

Council Member Curtis moved approval. Vice Mayor Eaton second. Mayor Sherlin opened for discussion. Council Member Curtis addressed this motion would involve stop signs at the intersection. Vice Mayor Eaton requested a timeline be set up. Mayor Sherlin asked the City Manager if this could be done in 30 days. City Manager agreed. Roll Call:

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

-11-

REPORTS

FINANCE DEPARTMENT REPORT

Mike Keith presented the Finance Department Report for February 2024. The report was accepted as presented.

- 12-

FIRE DEPARTMENT REPORT

Fire Chief Brandon Ainsworth presented the Fire Department Report for February 2024. The report was accepted as presented.

- 13-

POLICE DEPARTMENT REPORT

Police Chief Fred Schultz presented the Police Department Report for February 2024. The report was accepted as presented.

- 14-

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.

-15-

ADJOURNMENT

There being no further business to come before the meeting, the meeting was adjourned at 7:15 p.m.

Council Member Curtis moved, Vice Mayor Eaton second, for the meeting to be adjourned.

AYES: Curtis, Pelley, Eaton, Sherlin.

NAYS:

ABSENT: Witt-McMahan

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

ATHENS CITY COUNCIL

MINUTES OF MEETING

June 18, 2024

The Athens City Council met in regular session on Tuesday, June 18, 2024, at 6:00 p.m. with Mayor Sherlin presiding. The invocation was given by Councilmember Witt-McMahan; 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

Councilmember Curtis moved to approve both session minutes (May 21, 2024, regular scheduled meeting and June 6, 2024, called meeting), Vice Mayor Eaton seconded. Minutes approved.

Roll call vote:

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

NAYS: None

- 2 -

COMMUNICATIONS AND SPECIAL PRESENTATIONS

Proclamation – TWU Baseball

No representative from TWU was in attendance. Council members agreed to postpone the presentation of the proclamation until a TWU representative could be present.

- 3 -

CITIZEN'S COMMENTS

Four (4) individuals addressed the city council regarding the Harris / Clark Street stormwater project, Whiting v. City of Athens, investigation into Dr. Pelley and Glenn Whiting, and a special thank you to all who helped make the new animal shelter possible.

CONSENT AGENDA

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

- a.) Approve Athens Board of Education Appropriation Resolution regarding fund balance amounts at year-end that will be committed or assigned for specific purposes.
- b.) Approve Athens Board of Education Appropriation Resolution stating the Athens City Schools Federal Projects Fund shall be the budget approved for the separate projects within the fund.
- c.) Approve Budget Amendment #1-Athens City Schools Centralized Cafeteria Fund.
- d.) Approve Budget Amendment #3 - Athens City Schools General Purpose School Fund.
- e.) Approve proposed Athens Utilities Board budget for fiscal year 2024-2025.
- f.) Approve purchase of Aerial Ladder Truck for Fire Department utilizing Sourcewell Cooperative Agreement.
- g.) Approve purchase of Side Loader Garbage Truck utilizing state bid pricing and declare asset #4309 as surplus upon receipt of new truck.
- h.) Approve request to surplus 2008 Heil Front Loader Garbage Truck, asset #3690.
- i.) Approve purchase of Truck for Parks and Recreation utilizing state bid and declare asset #3072 as surplus property.
- j.) Accept bid #24-01 from East TN Construction for Sidewalk Maintenance and Construction.

Vice Mayor Eaton moved to approve all items as read, Councilmember Witt-McMahan seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

ORDINANCES

Ordinance No. 1128 – Second Reading / Public Hearing- Ordinance to adopt a Budget and set the tax rate for the fiscal year July 1, 2024, through June 30, 2025.

Mayor Sherlin opened the public hearing. There being no one wishing to speak, the public hearing was closed.

Councilmember Curtis moved to approve Ordinance No. 1128, Vice Mayor Eaton seconded. Motion approved.

Roll call vote:

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

NAYS: None

- 6 -

OLD BUSINESS

Results of investigations and other matters requested by Athens City Council.

Athens City Attorney, Christopher M. Caldwell, Esq., addressed the council regarding his investigation into those matters and submitted, to public record, the document "Report of Findings".

Councilmember Witt-McMahan moved to close the investigation into the bans issued against Councilmember Pelley, Councilmember Curtis seconded. Motion approved.

Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Sherlin

NAYS: None

ABSTAIN: Eaton

- 7 -

Councilmember Witt-McMahan moved to have a public hearing to research or proceed with an ouster, Councilmember Curtis seconded.

Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Sherlin

NAYS: None

ABSTAIN: Eaton

- 8 -

NEW BUSINESS

Recommendation from the Planning Commission:

Approve the rezoning request by Milliard Ray Judd III to change a parcel located at 507 Young Street from B-2 (Central Business District) to R-2 (Medium-Density Residential District).

Vice Mayor Eaton moved to approve; Councilmember Curtis seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

- 9 -

Recommendation from the Planning Commission:

Approve the rezoning request by Ethan Peacock to change a parcel located at 509 Young Street from B-2 (Central Business District) to R-2(Medium-Density Residential District).

Councilmember Curtis moved to approve; Vice Mayor Eaton seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

- 10 -

Recommendation from the Planning Commission:

Approve the rezoning request by Chris and Anastasia Kitsos on behalf of Eric Arnett to change a parcel located at 2128 West Madison Avenue from R-E (Residential Estate District) to R-3 (High Density Residential District).

Vice Mayor Eaton moved to approve; Councilmember Witt-McMahan seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

- 11 -

Approve purchase of property on Elizabeth Street for Fire Station 3.

Councilmember Curtis moved to approve; Councilmember Witt-McMahan seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

- 12 -

Approval to submit application for the Tennessee Department of Safety and Homeland Security 2024-2025 School Resource Officer Grant.

Vice Mayor Eaton moved to approve; Councilmember Curtis seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

-13-

Approve Resolution #2024-12 for a contract with Croy Engineering for the Mt. Verd ARC grant project.

Councilmember Curtis moved to approve; Councilmember Pelley seconded. Motion approved.

Roll call vote:

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

NAYS: None

- 14 -

Approve Resolution #2024-13 to surplus drug Canine “Kenna” and donate to the McMinn County Sheriff’s office.

Vice Mayor Eaton moved to approve; Councilmember Witt-McMahan seconded. No discussion. Motion approved.

Roll call vote:

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

NAYS: None

- 15 -

MTAS will be used as a tool to research and set up interviews with City Manager candidates.

Councilmember Pelley moved to approve; Councilmember Curtis seconded. No discussion. Motion approved.

Roll call vote:

AYES: Curtis, Witt-McMahan, Pelley, Sherlin

NAYS: None

ABSTAIN: Eaton

- 16 -

REPORTS

FINANCE DEPARTMENT REPORT

Finance director, Mike Keith, presented the Finance Report for May 2024. The report was accepted as presented.

- 17 -

FIRE DEPARTMENT REPORT

Fire Chief, Brandon Ainsworth, presented the Fire Department Report for May 2024. The report was accepted as presented.

- 18 -

POLICE DEPARTMENT REPORT

Police Chief, Fred Schultz, presented the Police Department Report for May 2024. The report was accepted as presented.

- 19 -

REPORT FROM THE CITY MANAGER

City Manager, Deb Wallace, presented an update on various programs and initiatives taking place. As Ms. Wallace's final report came to an end, she reflected on the time she spent as Athens City Manager. She concluded: *"It is a real honor to serve others and help contribute to the direction and the success of the place that you are privileged to live in and call home. Thank you, Athens, for allowing me to serve..."* The report was accepted as presented.

- 20 -

ADJOURNMENT

Vice Mayor Eaton moved to adjourn; Councilmember Pelley seconded. The meeting adjourned at 7:38 p.m.

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

ATHENS CITY COUNCIL

MINUTES OF MEETING

June 25, 2024

The Athens City Council met in called session on Tuesday, June 25, 2024, at 4:00 p.m. with Mayor Sherlin presiding. The invocation was given by Councilmember Witt-McMahan; 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 -

CITIZEN'S COMMENTS

One (1) individual addressed the council not in favor of the ouster of Councilmember Pelley.

- 2 -

NEW BUSINESS

Councilmember Witt-McMahan moved to rescind the motion approved at the June 18, 2024, city council meeting concerning a public hearing regarding Councilmember Pelley, as outlined in T.C.A. 6-20-220; Councilmember Curtis seconded. Motion approved.

Roll call vote:

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

NAYS: None

- 3 -

Councilmember Curtis moved to authorize the city attorney to prepare and file suit for ouster against Councilmember Pelley under T.C.A. 8-47-101; Vice Mayor Eaton seconded. Discussion began from Vice Mayor Eaton in favor of suit over public hearing. Next, Councilmember Pelley shared that he is not in favor of the suit. **Mayor Sherlin declares point of order. Councilmember Pelley moved to challenge the Chair. No second.** Councilmember Witt-McMahan stated her support of the suit. Vice Mayor Eaton repeated and elaborated why he is in favor of the suit. Councilmember Pelley repeated his disfavor of the suit.

Vice Mayor Eaton moved to call the question; Councilmember Curtis seconded. Motion failed.

Roll call vote:

AYES: Curtis, Witt-McMahan, Eaton

NAYS: Pelley, Sherlin

- 4 -

Discussion continued. Mayor Sherlin shared his opinion in favor of the suit. **Original motion was voted on. Motion approved.**

Roll call vote:

AYES: Curtis, Witt-McMahan, Eaton, Sherlin

NAYS: Pelley

- 5 -

ADJOURNMENT

Vice Mayor Eaton moved to adjourn; Councilmember Witt-McMahan seconded. The meeting was adjourned at 4:27 p.m.

Roll call vote:

AYES: Curtis, Witt-McMahan, Eaton, Sherlin

NAYS: Pelley

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

June 24, 2024

120 County Road 447
Athens, TN 37303

Athens City Council
ATTN: Bridget Roberts
815 North Jackson Street
Athens, TN 37303

Honorable Council Members:

This is a request from the Hiking for Healing non-profit 501 (c)(3) to use the downtown pavilion later in the year for a fundraising event for our organization. It will likely be in either September or October on a Saturday afternoon.

The organization's purpose is to provide female cancer survivors with a support group atmosphere utilizing hiking and other outdoor activities to reach a "New Normal" in their lives. Specifically, straight from the Articles of Incorporation:

The Purpose of Hiking for Healing:

"Hiking for Healing is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code or corresponding section of any future Federal tax code. Hiking for Healing is an organization whose primary purpose is to support those women who have survived or are going through medical treatment following a cancer diagnosis through engaging those women in educational outdoor hiking or similar activities, all of which can benefit those impacted by illness or serious medical conditions. The organization additionally would welcome women who are currently or previously battling other medical infirmities and believe that the healing for both the body and spirit is immeasurable.

We currently have over 300 members across several states, primarily in Tennessee. We want to use the pavilion for the following activities:

- Community Awareness
 - Passing of pamphlets and other materials
 - Short talks from the CEO, President, and myself about H4H
 - Question and answer session, if interested
- Fund Raising Activities
 - Donated items to be auctioned in both verbal and silent auctions
 - Sale of drinks, snacks, and ice cream to attendees
 - Potentially, Hiking for Healing promotional products

- Live Music

- One, and potentially more bands to entertain our supporters.

The Hiking for Healing organization is led by a Board of Directors based in Maryville, TN.

Board members live in Middle and East TN. Currently, three board members have strong ties to McMinn County/Athens, TN.

- CEO/Founder Dolphin Riggs, Breast Cancer Survivor
- President Philip Womack
- Myself, Dr. John Forgerty, my wife is a three-time cancer survivor.

We appreciate your taking the time to review our request. Personally, speaking for Dolphin, Philip, and myself, we want to thank the Mayor, Council, staff, and employees of the City of Athens for the hard work and results achieved by this group. We are proud to tell people that we are from Athens, TN!

Once approved, we will immediately begin finding a mutually acceptable date.

Sincerely,



Dr. John Forgerty
Director, Hiking for Healing

SOFTWARE AND SERVICE AGREEMENT

THIS SOFTWARE AND SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of July, 2024, by and between DataDriven, LLC, a Tennessee limited liability company located at 7953 Stage Hills Blvd., Suite 108, Bartlett, TN 38133 (hereinafter “DataDriven” or “Licensor”) and Athens, Tennessee (hereinafter “City” or “Customer”), located at 815 N. Jackson Street, Athens, TN 37303.

WHEREAS, DataDriven is the developer of the computer software application for incident reporting, crash reporting, ticketing, report tracking, and administrative purposes related thereto (hereinafter “Software”), and the provider of certain services in connection therewith (“Services”), and

WHEREAS, City desires to access and utilize the Software and related Services in accordance with the terms and conditions set forth in this Agreement, any attachments, addenda, or exhibits hereto, and any separate Support Agreement that is entered into in connection herewith.

NOW, THEREFORE, the parties hereby agree as follows:

1. GRANT OF RIGHTS

(a) **Access and Use.** Upon payment by Customer of the Fees as defined and described in Exhibit B to this Agreement, titled “Fee Schedule and Support Fees,” and conditioned on Customer’s compliance with the terms and conditions of this Agreement, DataDriven grants to Customer a nonexclusive, nontransferable right to access and use the Software and Services (including modifications, new versions, patches and updates to the Software as may be provided by DataDriven from time to time in its discretion), on any individual unit of Customer’s Equipment for Customer’s own internal needs, and to use any associated written documentation provided by DataDriven in connection with the Software. Any use of the Software pursuant to this Agreement shall be in accordance with the terms and conditions hereof. As used in this Agreement, the term “Customer’s Equipment” shall be defined as, collectively, each individual handheld unit or CPU owned, utilized or controlled by Customer, its employees, officers, directors, agents, representatives, or independent contractors or consultants working with or for Customer (“Authorized Users”), on which the Software is to be utilized. Utilization of the Software pursuant to this Agreement requires Customer to subscribe, on an annual basis, to the Watson Cloud, a cloud-based service through which access to the Software is provided. The Watson Cloud service is only available through an annual subscription by Customer (see License and Subscription Fees), and City shall have no access to the servers, databases or files comprising the Watson Cloud. Without an active Watson Cloud subscription, the licensed software cannot be utilized.

(b) Right to Documentation and Right to Copy Documentation.

(i) DataDriven may, upon Customer’s request and in its discretion, provide to Customer a user’s guide or referenced manual written in non-technical terms and covering the essential functions and features of the Software (“Documentation”).

(ii) City may copy any Documentation to the extent necessary to exercise the license provided herein. City shall reproduce DataDriven’s copyright notices and other

proprietary notices on all copies of the Documentation, and all copies shall be subject to all terms, conditions, and obligations of this Agreement.

(c) **Restrictions on Use and Access.** The foregoing rights to use, copy, install, or otherwise duplicate the Software shall be subject to the following restrictions:

- (i) City shall not copy any of the Software or Documentation except as expressly permitted under this Agreement or as otherwise authorized by DataDriven in writing;
- (ii) City shall not sell, lease, sublicense, distribute, or otherwise transfer the Software or Documentation, or grant any right to use or access the Software or Documentation, to any other person, firm, or entity;
- (iii) City shall not modify, alter, or adapt the Software or Documentation;
- (iv) City shall not decompile, disassemble, reverse translate, otherwise reverse engineer the Software, or otherwise duplicate the functionality of the Software;
- (v) City shall not permit any third party to access or use the Software, Documentation or Services;
- (vi) City shall not directly access the servers, databases, or files residing in the Nlets Nova Cloud specifically assigned to and managed by DataDriven. These servers, databases and files are collectively referred to as “Watson Cloud”.
- (vii) City shall not bypass or breach any security measure, device or protection used in connection with the Software, Documentation or Services to access or use such Software, Documentation or Services other than by Authorized Users under this Agreement through the use of valid and authorized access credentials.

2. **SERVICES**

Acting as an independent contractor, DataDriven shall utilize its knowledge, expertise, and independent judgment in providing the services necessary to provide access to, support and maintain the Software pursuant to this License Agreement. DataDriven shall be solely responsible for any maintenance and support of the Software. Except as otherwise provided in Sections 10 through 13 of this Agreement, DataDriven shall be solely responsible for the testing of the Software in connection with its use on any of Customer’s Equipment and any applicable servers. If requested by Customer, DataDriven will install the Software on up to three devices and offer technical assistance in connection with such client software installation as needed. Such installation shall be subject to all terms and conditions of this Agreement, and the termination or expiration of this Agreement, for any reason, shall terminate Customer’s right to use any installed version of the Software.

3. **PROPRIETARY AND SENSITIVE INFORMATION**

In the event DataDriven obtains proprietary or sensitive material, DataDriven shall not disclose this information except as approved by City and agrees to use such information only for the purposes

of this Agreement. At Customer's request, DataDriven shall return, or delete or destroy, all such materials upon the expiration or termination of this Agreement.

4. OWNERSHIP

(a) **Ownership.** Customer acknowledges that the Software and the Documentation, and all copies thereof made by Customer pursuant to the rights granted in this Agreement, are the sole and exclusive property of DataDriven. Customer shall not copy, modify, alter, disassemble, decompile, or otherwise use the Software and Documentation to create any derivative work therefrom without the express, written consent of DataDriven. Customer further agrees that it shall not sell, lease, assign, convey, license, share with, permit access to or otherwise provide any third party (other than Authorized Users pursuant to this Agreement) with the Software or Documentation, without the express written consent of DataDriven. Nothing in this Agreement grants to Customer any right, title or interest in or to (including any license thereunder) in any intellectual property rights in or relating to the Software, Services or Documentation, whether expressly, by implication, estoppel or otherwise.

(b) **Notices.** Customer shall not intentionally remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by DataDriven in or on the Software or Documentation.

5. ACCESS TO SOFTWARE AND DOCUMENTATION

Within forty-five (45) days of the date of this Agreement, DataDriven shall provide to City:

(a) **Software.** A web link and active user account through which Customer may access and, as applicable, download the Software in machine-readable format; and

(b) **Documentation.** Access to the Documentation in electronic format.

6. IMPLEMENTATION & TRAINING

DataDriven will provide access to and assist with implementation and use of the Software in accordance with a planning and implementation timeline agreed upon by DataDriven and City, including any schedules set forth therein. City agrees to cooperate fully with DataDriven in making the appropriate personnel and other resources available to ensure timely implementation. DataDriven will also provide training in connection therewith as described in Exhibit A to this Agreement.

7. SUPPORT

(a) **Software Support Services.** In addition to those support services described in Exhibit C (Software Service Agreement), DataDriven shall also make the following Software Support Services available to Customer. Unless otherwise agreed to by the parties in a separate service agreement, such Software Support Services shall commence at the end of the Warranty Period described in Section 10.

(i) **Telephone Support.** DataDriven personnel will be available to Customer's Support Coordinators by phone to answer questions regarding the use of the most current version of the standard Software released by DataDriven, and to assist Customer's Support Coordinators identify, verify, and resolve problems with such Software ("Telephone Support"). Telephone Support will be made available on Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Time, holidays excluded.

(ii) **New Releases.** DataDriven shall make available to Customer copies of all new versions of the Software that may be released by DataDriven on a general basis.

(b) **Support Coordinator.** City will designate no more than three (3) persons who will be entitled to contact DataDriven for Telephone Support ("Support Coordinators"). These Support Coordinators may be changed from time to time upon written notice from City to DataDriven. Customer agrees that all Telephone Support questions from City's individual users will be directed to a Support Coordinator. DataDriven is not obligated to respond to inquiries from anyone other than a designated Support Coordinator.

(c) **Termination of Support.** City may terminate support by giving written notice to DataDriven at least thirty (30) days prior to the end of any Support Term. Upon termination of Support Services for any reason, Customer's rights to receive Telephone Support and new versions of the Software will cease.

(d) **Project Management.** City may provide project management and other support to facilitate this project as necessary.

8. **CONFIDENTIALITY**

(a) The parties acknowledge that DataDriven's Watson Cloud web-based reporting tools provide to City all of the reporting capabilities of the DataDriven Software. The reports, records and web pages collected or maintained through City's use of the Software are public records to the full extent permitted by law and nothing in this Agreement shall be interpreted as making such reports, records or web pages confidential.

(b) Notwithstanding the above, City acknowledges that the Software and Documentation contain certain confidential business information and trade secrets that are the unique and valuable property of DataDriven, including specifically the displays, system architecture, design, and screen shots that are utilized in the Software and Documentation, that have not been made available to competitors or the general public, but excluding all paperwork, contracts and purchase orders. City therefore agrees to preserve the confidentiality thereof and not permit live or recorded video or photographic presentations or reproductions showing screen images or the like that are generated by the Software by any persons without the express written permission of DataDriven except when required by lawful subpoena.

(c) The restrictions on disclosure set forth above shall not apply when, and to the extent that, the Software and Documentation received by City from DataDriven: (i) is part of the public knowledge or literature; (ii) is a report or webpage designed for public consumption that is generated through the use of the Software; (iii) is made available to the general public by

DataDriven or a third party who is lawfully in possession of such information, and not as a result of any action or failure to act on the part of City; (iv) was previously owned by or known to City free of any obligation to keep it confidential; (v) is subsequently disclosed to City free of any obligation to keep it confidential; or (vi) is independently developed by City or a third party. In addition, DataDriven acknowledges that City is a government entity subject to the laws of the State of Tennessee, and that any reports, data or other information supplied to City by DataDriven may be subject to the Tennessee Open Records Act.

9. CUSTOMER OBLIGATIONS.

(a) Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair and in accordance with DataDriven's specifications all Customer Equipment on or through which the Software or Services are accessed or used; (ii) provide DataDriven personnel with such access to Customer's premises and Customer Equipment as is necessary for DataDriven to perform the Services; and (iii) provide all cooperation and assistance as DataDriven may reasonably request to enable it to exercise its rights and perform its obligations under and in connection with this Agreement.

(b) Effect of Customer Failure or Delay. DataDriven is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Failure").

(c) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Sections 1 or 4 hereof, Customer shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Software, Documentation and Services, and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access; and (ii) notify DataDriven of any such actual or threatened activity.

(d) Non-Solicitation. During the Term and for one year after the Term ends or this Agreement is terminated by either party for any reason, Customer shall not, and shall not assist any other person, firm or entity to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person) for employment or engagement as an independent contractor any person then or within the prior twelve (12) months employed or engaged by DataDriven. In the event of a violation of this Section, DataDriven will be entitled to liquidated damages equal to the compensation paid by DataDriven to the applicable employee during the prior twelve (12) months.

10. TEST, FINAL ACCEPTANCE AND WARRANTY PERIODS

(a) Test Period. The Test Period is defined as the period during which DataDriven performs the implementation or, as applicable, installation of City's supporting data onto DataDriven's Watson Cloud server and up to three (3) installations on City's devices as provided hereinabove. Initial Acceptance will occur, and the Test Period will end, on the date upon which City accepts in

writing the delivery of the Software, after the Software, any associated hardware and complete documentation are implemented and the Software is functioning to City's reasonable satisfaction.

(b) **Final Acceptance Period.** The Final Acceptance Period is defined as the time between the end of the Test Period and when written notice of Final Acceptance is delivered by City to DataDriven. Final Acceptance shall occur on the sooner of (1) the date upon which City tenders to DataDriven the written notice described in the immediately preceding sentence, or (2) the thirty-first day after the date upon which Initial Acceptance has occurred unless written notice of any defect in the Software has been delivered by City to DataDriven.

(c) **Warranty Period.** The Warranty Period commences on the date Final Acceptance has occurred. DataDriven warrants to Customer that the Software delivered will be free from material defects to the reasonable satisfaction of Customer for a period of one (1) year following Final Acceptance. If a defect occurs and is reported to DataDriven during this one (1) year period, DataDriven will address and remedy the problem without charge and to Customer's reasonable satisfaction.

11. WARRANTY

DATADRIVEN WARRANTS TO CITY THAT, FOR A PERIOD OF ONE (1) YEAR FOLLOWING FINAL ACCEPTANCE, ALL DATADRIVEN SOFTWARE, SERVICES, AND ANY FUNCTIONALITY PROVIDED THROUGH THE WATSON CLOUD WILL COMPLY IN ALL MATERIAL RESPECTS WITH THE SPECIFICATIONS, DOCUMENTATION, UPGRADES OR OTHER REQUIREMENTS SPECIFIED OR AGREED TO BY DATADRIVEN AND CITY RELATING THERETO. DATADRIVEN SHALL, AT ITS OWN EXPENSE, PROMPTLY CORRECT ANY MATERIAL NON-CONFORMITY IN THE SOFTWARE, SERVICES OR FUNCTIONALITY PROVIDED THROUGH THE WATSON CLOUD AFTER RECEIPT OF NOTICE OF SUCH NON-CONFORMITY. THIS SECTION SETS FORTH CITY'S SOLE REMEDY AND DATADRIVEN'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE SOFTWARE, SERVICES OR ANY FUNCTIONALITY PROVIDED THROUGH THE WATSON CLOUD ARE DEFECTIVE.

12. DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREINABOVE, THE SOFTWARE, SERVICES AND ANY FUNCTIONALITY PROVIDED THROUGH THE WATSON CLOUD ARE PROVIDED "AS IS," AND DATADRIVEN SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR THAT THE SOFTWARE, SERVICES AND FUNCTIONALITY PROVIDED THROUGH THE WATSON CLOUD WILL OPERATE WITHOUT INTERRUPTION.

13. **LIMITATION OF LIABILITY**

DATADRIVEN'S LIABILITY TO CITY SHALL BE LIMITED TO DIRECT DAMAGES. IN NO EVENT WILL DATADRIVEN BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) INCURRED OR SUFFERED BY CITY, EVEN IF DATADRIVEN HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, ANY DIRECT DAMAGES FOR WHICH DATADRIVEN MAY BE LIABLE TO CITY ON ANY CLAIM OR ANY THEORY OF RECOVERY SHALL UNDER NO CIRCUMSTANCES EXCEED THE SUMS PAID BY CITY TO DATADRIVEN DURING THE THREE (3) YEARS PRECEDING THE DATA ON WHICH SUCH CLAIM OR CAUSE OF ACTION ACCRUED.

14. **INDEMNIFICATION**

(a) **Intellectual Property Infringement.** Provided that DataDriven is given prompt written notice of any claim and information required for the defense thereof, DataDriven shall indemnify and hold City harmless from any suit or proceeding brought against City based on a claim that the Software infringes upon any existing patent, copyright, or trade secret right of a third party. If such a patent, copyright, or trade secret claim is brought against City, DataDriven reserves the option to procure for the Customer the right to continue to use the Software, to replace the Software with non-infringing software, or to terminate this Agreement and refund the unamortized portion of the Fees paid by City for access to the Software, prorated over a five (5) year term.

15. **PAYMENT OF FEES**

Customer agrees to pay the License Fees, Support Fees, and any and all other fees or charges described herein in accordance with Exhibit B. License Fees shown in Exhibit B are non-recurring, one-time fees. Support fees will be incurred on an annual basis.

16. **TERM AND TERMINATION**

(a) **Term.** This Agreement shall commence on the date of execution of this Agreement as set forth above and continue for a period of twelve (12) months thereafter, unless terminated sooner as provided below ("Term"). This Agreement shall thereafter automatically renew for additional Terms of twelve (12) months at the end of each current Term, unless either party provides written notice to the other of its intention to terminate and/or not renew the Agreement not less than sixty (60) days prior to the end of the then-current Term.

(b) **Termination for Cause.** If either party breaches any term or provision of this Agreement, and such breach is material and is not cured within thirty (30) days of the date of written notice of such breach provided by the other party, then this Agreement may be terminated by the non-breaching party.

(c) **Termination for Convenience.** City may terminate this Agreement without cause by providing sixty (60) days written notice to DataDriven. Termination for convenience pursuant to this subsection shall not relieve City from its obligation to pay DataDriven for all Fees due and all Services performed through and including the date of termination.

(e) **Effect of Termination; Termination Survival Clause.** Termination of this Agreement shall not relieve the parties from any obligations arising hereunder before termination or from any obligation surviving this Agreement as set forth in Section 16.

(f) **Transition Services.** Upon termination of this Agreement for any reason, DataDriven shall provide, at Customer's request and at Customer's expense, services reasonably necessary to export Customer's data as directed by Customer. The cost to Customer of exporting such data will depend on the form, format and time necessary to complete such services. DataDriven shall invoice Customer for such services on the basis of the hourly rate specified in Exhibit B and may, in its discretion, require Customer to pay a deposit in connection with such services.

17. **GENERAL PROVISIONS**

(a) **Assignment.** Neither party may assign this Agreement, or any rights conferred under this Agreement, without the express written consent of the other party.

(b) **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service or by mail upon the individual identified below (or to such different individual as may be later designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested and shall be deemed complete upon receipt.

IF TO DATADRIVEN:

William S. Harding
DataDriven, LLC.
7953 Stage Hills Blvd., Suite 108
Bartlett, TN 38133

IF TO CUSTOMER:

Athens Police Department
Attn: Deputy Chief Jason Garren
815 N. Jackson Street
Athens, TN 37303

(c) **Governing Law.** This License Agreement shall be governed, construed and enforced according to the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee for Sullivan County, Tennessee. In accordance herewith, the parties of this Agreement submit to the jurisdiction of the courts of the State of Tennessee, located in Sullivan County, Tennessee.

(d) **Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, or other disasters.

(e) **Survival of Certain Provisions.** Sections 1, 3, 4, 8, 11, 12 and 13 of this Agreement shall survive the termination or expiration of this Agreement for any reason.

(f) **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

(g) **All Amendments in Writing.** No provisions in either party's purchase orders, or in any other business forms employed by either party, will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

(h) **Subject to Funding.** This Agreement is subject to appropriation of funds by City's legislative body. In the event sufficient funds for this Agreement are not appropriated by City's legislative body for any of its fiscal periods during the terms hereof, then this Agreement will be terminated. In the event of such termination, DataDriven shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination.

(i) **Entire Agreement.** The parties have read this Agreement and agree to be bound by its terms, and further agree that it, constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. The Agreement includes the following attachments referenced herein and is subject to the appropriation of funds by City's legislative body:

1. Exhibit A – Software Description, Requirements.
2. Exhibit B – Fee Schedule and Support Fees
3. Exhibit C – Software Service Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified above.

DATADRIVEN:

City of Athens Tennessee:

DATADRIVEN, LLC

ATHENS, TENNESSEE

By: William S. Harding
William S. Harding, Chief Manager

By: Deb Wallace Mitchell Moore, City Manager

Mitchell Moore, Interim City Manager

EXHIBIT A

DESCRIPTION OF SOFTWARE AND SERVICES

Watson Cloud-based RMS / Watson Field Reporting Suite

Familiar User Interface

Each Watson application is designed for intuitive entry of reports. The applications follow a logical path to minimize the amount of manual entry needed and to simplify the officer's task by utilizing defaults, dropdown lists, and various forms of data re-use. Each application includes the population of fields via query results from local, state and national databases.

Wireless Data Transfer / Security

The Watson applications are designed to work seamlessly with wireless data communications. They employ 128-bit SSL encryption for security and use the client's standard network communications to process requests. Although each wireless carrier limits the choice of devices utilized on their network, Watson's client and server communications are not platform or vendor specific. Because of Watson's limited use of network bandwidth its applications are scalable without the overhead typically associated with large user groups.

All Watson applications share a common security system which resides on DataDriven's Watson Cloud server. Without authentication from the Watson Cloud server, a user cannot log into the application on the client. The server also provides protection from hacking by monitoring all authentication failures.

Watson Update

The Watson field reporting applications utilize Watson Update to manage deployment and implementation of new client version releases. When a new executable becomes available, the Watson program notifies the user and automatically downloads and installs the application. Client database changes for supporting data are often completed as part of the normal transaction process between the Watson client application and the Watson Cloud application server. In this scenario, a change can be completed on each client without a program modification (i.e., addition of a new traffic ordinance).

Application Server Audit and History Log

Watson Incident, Accident and Ticketing authorize access by utilizing a combination of SQL and application security throughout the client and cloud applications. The cloud server databases store an activity log of the user ID, password, transaction type, date/time and hardware identification for every attempted transaction. In the event of excessive failed login attempts, the unit or user account is disabled and an administrator is notified via e-mail.

Watson RMS Description

Watson Reporting has become the primary records management system (RMS) for a growing list of customers since 2019. What began as a tool to capture, maintain, and provide records for export to state and other repositories has become a comprehensive tool for records management. Watson RMS includes additional reports for agency management including:

- Incident/Memo Report Activity Status (for Case Management)
- Crash Report Activity Status
- Report Totals by Month, Quarter, Year (multi-level drilldown)
- Incident Investigative Activity (multi-level drilldown)
- Domestic Violence Totals by Relationship
- Report Charge Count
- Report Offense Count
- Report Totals by Type
- Report Totals Comparison (to previous year)
- Crash Location Statistics
- Crash Statistics
- State Case files generator (criminal case file building)

Version 2.0 Enhancements

- 1) Super User security rights.
- 2) Expanded Query Date Ranges (more than two years, when filtered by select parameters).
DataDriven will allow expanded date ranges on queries when other filter parameters significantly limit the results. Because result set of several hundred are not practically viewable.
- 3) Ranges may be limited by User security settings.
- 4) Expanded Filter Options to allow for Question/Answer Tree items.
- 5) Automatic Report Assignment and Department Status changes based on agency rules.
- 6) Person Type filter added to Master Records (for Victims, Suspects, Arrestees). Note: Complainant, Witnesses, Other, and Owners don't have Height, Weight, Race, Sex.
- 7) Booking Number can be added to Case via Web Reporting.
- 8) Add validation for "Cleared by MO" to require a suspect.
- 9) Mug Shots enhancement: Print two pages, one for Witness and one for Detective.
- 10) Ability to link Incidents together and mark an Incident as the Master Case. State Case reports should include all linked cases when the report is printed from the Master case.
- 11) Global Master.
- 12) Quality Control tracking.

Status, Assignments, and Rights

The Watson Report Summary form shows a section Status, Assignments, and Rights. This section within the report summary requires additional security rights. Users can be given access to change Department Status, Authorize Evidence for Release, set State Clearance Status, Assign the report to a user, Mark the report as Fully or Partially Expunged, or Mark the report as Confidential setting who can view and/or who can edit the report. A comment text area is also available for notes regarding changes. When closed, the section displays with a grid showing an audit of previous changes.

Department Status

Watson RMS includes state report status and department status fields for better workflow and segregation of reports. Department status is customizable including grouping options to simply report queries. When used with Watson Property & Evidence, Watson integrates case management for evidence tracking, holds, and case relationships from within an Incident. Court adjudication can also be set within an Incident and combined with “Authorization for Release” to streamline the property and evidence disposal process.

Confidentiality

Watson RMS includes easy-to-use features for securing sensitive reports while allowing for user defined sharing and editing access per case. It also makes report assignment to groups or individuals simple. Full and partial expungements can be completed easily with appropriate rights. In consideration of additional information sources, Watson provides a simple mechanism to delay or prevent the export of reports based on the agency and individual case confidentiality requirements.

Master Records

Master Records is a comprehensive indexing system which automatically links all addresses, people/businesses, and vehicles to each respective occurrence within a Watson report. The master records include a query interface that is frequently used to find people, vehicles, and addresses related to crime. When viewing a Watson report, the user can click on a person, business, address, or vehicle to instantly query all associations found in Watson. Each association (reports, people, addresses, and vehicles) can also be selected (with a click) to see all associations for that record. By using Watson’s cascading of record details, investigators can quickly find links between data that would otherwise be extremely difficult and time consuming.

Master records also include a powerful merge tool for use by Watson administrators to easily merge addresses and/or name records that do not contain the necessary unique identifiers for an automated match. The master records merge tool also remembers spelling corrections to merged addresses and can automatically apply the correction to future spelling errors. Used in combination with Watson’s excellent automated record matching system, master records can be maintained with the minimal required effort.

Persons of Interest

Persons of Interest allow the agency to keep a record of persons they need to interview. The persons of interest database include expiration date, nature of interest, pictures (when applicable), request, and other pertinent data. Whenever a query is made on matching criteria, the user is alerted with the appropriate information. Any person listed on a report can be quickly added to the Persons of Interest by simply clicking on the “Add Person of Interest” link next to the individual’s name.

Vehicles of Interest

Vehicles of Interest allow the agency to keep a record of vehicle they are looking for. The vehicle of interest database includes expiration date, nature of interest, who made the request and other pertinent data. Whenever a query is made on a matching License Tag Number or VIN, the user is alerted with the appropriate information. Any vehicle listed on a report can be quickly added to Vehicles of Interest simply by clicking on the “Add Vehicle of Interest” link next to the vehicle description.

Additional Exports

T.H.O.R. Export

DataDriven's T.H.O.R. export is an unmanned, automated process performed by the Watson server on a pre-defined schedule.

Prosecution/State Case Building

The State Case builder utilizes the Related Reports links to include associated reports. When building the state case, the report will mark the currently chosen report as the Primary (Master), unless a Primary report has been specified. The primary report can be changed by editing the appropriate Related Reports settings in the builder interface. Because reports can be linked for reasons other than building a state case, a checklist of related reports are displayed at the beginning of the state case build routine. This feature allows the user to remove a report that should not be included in the state case report.

Automatic Report Status & Assignment Routing

Report status and Assignment routing can be performed by the Watson application automatically upon report submission based on a rule(s) specified by the agency. Whenever the agency desires to implement a rule for automatic status or assignment, the details will be reviewed with and implemented by DataDriven.

Person Type Filter in Master Records (for Victims, Suspects, Arrestees, etc.)

A new filter criterion, Person Type, will allow the user to limit Master Name query results by Victims, Suspects, Arrestees, and a variety of other person types.

Adding Warrant Number (WNO) to Incident Suspect via Web Reporting

Within the Watson Reporting web application, a user may add a Warrant Number to an Incident Suspect. Future development may include the capability of searching for a suspect and/or report based on the Warrant Number but is not included in Watson RMS version 2.0.

Mechanism for Alerting Users when Warrant Number is Missing

Whenever an Affidavit/Warrant document is created within Watson and a Warrant Number is not added to the related suspect, Watson will alert the assigned officer.

Validation for "Cleared by MO" to Require a Suspect

Whenever a department status of "Cleared by MO" is chosen, a validation rule will assure that the report includes a suspect. Without a suspect, the department status of "Cleared by MO" cannot be saved.

Photo Lineup

The image query tool produces two printed documents based on queries for DMV photos:

- 1) An image selection page for witnesses
- 2) An image details page for the investigating officer

The witness document is used by the witness for selecting an individual by picture only (without displaying any demographic or identifying information). The investigator's printout is used for documenting the witness selection and includes information for each individual pictured on the witness document.

Watson Field Reporting Suite

Familiar User Interface

Each Watson application is designed for intuitive entry of reports. The applications follow a logical path to minimize the amount of manual entry needed and to simplify the officer's task by utilizing defaults, dropdown lists, and various forms of data re-use. Each application includes the population of fields via query results from local, state, and national databases.

Wireless Data Transfer / Security

Watson employs industry standard SSL encryption for all client/server communications. The client database that resides on the device is also encrypted. Watson's client uses standard internet communications and is not specific to any vendor or wireless network protocol. Also, because of Watson's limited use of network bandwidth the application is scalable without the overhead typically associated with large user groups.

All Watson applications share a common security system which resides on an internal departmental server. Without authentication from the departmental server, a user cannot log in to the client or web applications. The server also provides protection from hacking by monitoring all authentication failures and will lock either a device or user if it detects and issue.

Watson Update

The Watson field reporting application utilizes Watson Update to manage deployment and implementation of new releases. When a new executable becomes available, the Watson program notifies the user and automatically downloads and installs the application. Client database changes for supporting data are completed as part of the normal transaction process between the Watson client application and the Watson Application Server. In this scenario, a change is implemented on each client without user intervention or program modification (i.e., addition of a TCA, an application rule change).

Application Server Transaction Audit and History

Watson authorizes access utilizing a combination of SQL and application security throughout the client and server applications. The server databases store an activity log of the user ID, password, transaction type, date/time and hardware identification for every transaction. In the event of excessive failed login attempts, the unit or user account is disabled.

Watson Incident

Watson Incident is a client/server module for remote entry of incident-based reports, various departmental memos, and arrest tickets. Watson Incident provides client platforms for both Windows and Android devices which provide parallel performance and security with symmetrical design for desktop, laptop, MDT, and Smartphone computers.

Key features include:

- Full client-side report validation (on or off-line) including local, state, and federal requirements
- Uploading of incident reports, memos, continuations, and arrest tickets
- Simplified exporting of state TIBRS submissions
- Consolidated searches of DMV, NCIC, NLETS and local warrant data
- GPS shows the device location as a pin on a map with one-click ability to reset the latitude/longitude of occurrence
 - Integration with local GIS data for auto search and address verification
 - Printing for arrest tickets, affidavits, and bond recommendations
 - Incident search with download capability
 - Complete audit history
 - Web-based incident review for supervisors
 - Web-based administrative tools

Watson Incident is a .Net client/server solution containing the following components:

- Microsoft SQL Server data repository
- Web service back-end secured in a DMZ that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
- A software client application residing on a desktop, laptop, MDT, or Android smartphone
- Web-based security administration & report view
-

Application Features

TIBRS/NIBRS Compliance & Validation

The Watson Incident client application validates each incident prior to submission to ensure full NIBRS, TIBRS and departmental compliance. Compliance will be maintained to each standard while the application is under warranty or maintained through a software service agreement.

Whenever an entry is invalid or a required entry is missing, the application displays a message describing the rule violation(s) and indicates which items need attention. When the user validates within an entry wizard, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates and social security numbers are validated immediately.

Photo Integration

The Watson Incident client application for Android devices integrate the use of the device's onboard camera. With camera integration a user can easily take photos, attaching them to the report, and relate them to specific items within the report. Pictures which have been attached to a report are automatically uploaded to the Watson cloud server after the report is submitted. Photo quality is contingent upon the device capabilities, user techniques and the environment.

Reduction of Data Entry

Watson Incident utilizes drop down lists, templates, query tools, and pre-population of fields to dramatically reduce data entry through the reuse of information. A few examples are as follows:

- Fields in an arrest ticket can be populated from data in a related incident report.
- Arrest tickets can be automatically generated from warrants returned from NCIC or local sources.
- Previously entered addresses within a report can be selected from a combo box for re-use.
- Narratives can be automatically started based on the detail with the report.
- Incidents, such as previous shopliftings, can be copied to create a new partially complete incident.
- With certain offenses, required information, such as property records and victims, are entered automatically.

Context-Sensitive Help

Context-sensitive help is utilized throughout the client to provide the necessary information to complete an incident. Related help is retrieved based on the visible form. Help is provided on all fields requiring explanation. Watson Incident's web-based help includes a linked outline of key sections with search capabilities.

Incident Number Retrieval

Watson Incident can generate an incident number or be configured to utilize a number imported from CAD. Number assignment is automatic and provided at the start of an incident. The client can allow manual entry of an incident number when the network is unavailable.

Offline Usage

The Watson Incident client software does not require any communications to complete or validate an incident. Data entry and validation is fully functional in a stand-alone environment. When a network connection is resumed, the application will automatically upload any pending submissions.

Departmental Memos

Memos are an integral part of the Watson Incident module, allowing officers to write a variety of departmental reports that are not reportable to TIBRS. Memo types are defined by the agency along with their validation rules (implemented by DataDriven). Although memos are not exported, they populate master records and are invaluable in investigative work and department queries. Some example memo types are Field Interview, Suspicious Activity Report, Special Events, Lost Property, Animal Destruction, and Domestic Disturbance.

Incident Editing

Unposted incidents are available only to the originating officer for viewing and editing. Once submitted, an incident is locked for supervisor review. However, an officer may open an existing Watson Incident report and produce a continuation/supplement with little effort, including photos. An incident can also be easily downgraded to a memo by the reporting officer during report entry. Likewise, a memo can be upgraded to an incident to minimize effort when the officer determines that a crime should be reported.

Deletions

Watson Incident only allows the field officer to delete an unposted report. Deletions of an unsubmitted incident are permitted only after the report number is unassigned. Submitted reports can only be deleted by a user with specific delete privileges. Individual report objects can be edited or deleted dependent upon the specific rights of the user.

Incident Report Submission

The Watson client uploads pending reports wirelessly from the field, while also downloading minor application changes to from the server. When the user attempts to submit an incident and a wireless connection cannot be established, the application continues to check for an available connection every 5 minutes while the device is turned on and the application is running. When a connection is established, the application will automatically synchronize and submit pending submissions. If a wireless connection cannot be established, the device may connect via the department's LAN to complete the process. Once the report is uploaded to the department server it will be available for supervisor review and, once approved, it can be automatically assigned to an individual user or group for review/further assignment.

Watson Crash Reporting

Watson Crash Reporting is a client/server application that provides crash report entry for both Windows and Android devices. Each application provides parallel performance and security with symmetrical design for desktop, laptop, MDT, and smartphone computers.

Key features include:

- Full client-side crash validation (on or off-line) based on TN Department of Safety's TITAN reporting standards
- Wireless uploading of reports
 - GPS shows the device location as a pin on a map with one-click ability to reset the latitude/longitude of occurrence
- Consolidated searches of DMV, NCIC, NLETS, local warrant data with driver's license photo and report population of results
- DMV vehicle query with report population of vehicle data and owner detail including insurance policy information
- Complete audit history
- Web-based administrative tools (integrated with Watson Administration)
- Integration with Watson Review (web-based supervisor review and approval tool)
- Integration with smartphone camera with automated image uploads.
- Integration with built-in GPS for Smartphone
- Multi-platform crash diagramming and intersection diagram management.
- Integration with Incident/Memo, Arrest, and Ticketing for data re-use

Watson Crash Reporting is a .Net client/server solution containing the following components:

- Microsoft SQL Server data repository
- Web service back-end secure server that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
- A software client application residing on a desktop, laptop, MDT, or Android smartphone computer
- Web-based security administration & report view
- Automated upload to TN Department of Safety TITAN server
- Automated export of approved crash reports for online report vendors (if desired)

Application Features

Crash Report Validation

The Watson Crash module validates each report prior to submission to ensure full departmental compliance. Whenever a required entry is missing, the application displays a message describing the rule violation(s), indicates which items need attention. Upon notification, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates, social security numbers, and email addresses are validated during or immediately after field entry.

Reduction of Data Entry

Watson Crash Reporting utilizes drop down lists, templates, query tools, and pre-population of fields to dramatically reduce data entry through the reuse of information. A few examples are as follows:

- Most fields for drivers, motorists, non-motorists, vehicles, and vehicle owners can be populated by performing a simple search on the person/vehicle. Person and vehicle information are also held for possible use in other related reports (such as incidents, memos, arrests, traffic tickets, and tow tickets).
- Fields related to each other are pre-populated whenever possible as the user completes the necessary criteria (e.g. when the user selects an injury code in the report, the “Type of Crash” field is adjusted to the appropriate injury code as needed).
- As the user completes the report, sections unrelated to the current crash are hidden, allowing the user to concentrate on the items required.
- Car number, Report date/time, and Officer Information are auto completed by default.

Context-Sensitive Help

Context-sensitive help is utilized throughout the client to provide the necessary information to complete a report. Related help is retrieved based on the visible form and provides information on all fields requiring explanation. Watson’s web-based help includes a linked outline of key sections with search capabilities.

Offline Usage

The Watson Crash module does not require any communications to complete or validate a crash report. Data entry and validation is fully functional in a stand-alone environment. When a network connection is resumed, any un-posted report will automatically post when the automated import process runs (cycles every 5 minutes).

Crash Report Editing and Deletions

Reports can be edited after submission through continuations by the reporting officer or supervisor. Reports can be deleted by the reporting officer as long as the report has not been submitted.

Report Submission

The Watson client uploads pending reports wirelessly from the field while downloading minor client updates from the server when the report is submitted. When a wireless network connection cannot be established, the application holds the un-posted report for future submission. If a wireless connection cannot be established, the device may connect via the department’s LAN to complete the process. Once the report data is uploaded to the department server it will be available for supervisor review and, once approved, will automatically upload to the department of safety.

Watson Ticketing Description

Watson Ticketing is a module that provides ticket entry, printing, retrieval, and inquiry/reporting of traffic, parking, and ordinance violations as well as warning and tow tickets. Watson Ticketing is available for the client platforms of Windows and Android devices although Android is the preferred platform and recommended by DataDriven for ticket writing. Watson Ticketing is integrated with other Watson modules for easy data re-use from other report types.

Key features include:

- Full client-side ticket validation (on or off-line)
- Wireless automated uploading of ticket data
- Automated exporting of data for other repositories
- Court software exports for Tyler, OmniCourt, Local Gov, CourtWare, M & M, TNCIS (one export provided with purchase)
- Consolidated searches of TN DMV, TCIC, NCIC, NLETS, local warrant data, and DL photos
- DMV vehicle query with report population of vehicle/owner data and stolen vehicle alerts
- Mobile printing for tickets utilizing Bluetooth communication with automated printer pairing
- Customized mobile printouts for each court and ticket type
- One-click ticket history within query results
- Voice note recording (local device data only)
- Complete audit history
- Photo and signature capture (Android smartphone or tablet, Panasonic ToughPad)
- Web-based ticket reporting for supervisors/court personnel
- Web-based administrative tools
- Automated RedFlex red light camera ticket import (optional)
 - Multiple courts can be managed for including city, county, and juvenile courts with court specific violation lists
 - Court dates and sessions are managed by a Watson administrator to prevent erroneous court date usage. Court date closures can also be entered to override otherwise valid court dates.
 - User specific court dates are managed by the user, but subject to applicable court date/time rules.
 - Maximum tickets per court session can be set to prevent an overflow of violators at a single court session.
 - Ticket quantity written is displayed when selecting a court
 - During ticket writing, court date and time are available to the officer based on the agency's desired court date window.

Watson Ticketing is a client/server solution containing the following components:

- Watson Cloud data repository
- Web service back-end secured in the Watson Cloud that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
- A software client application residing on a Windows or Android device.

Application Features

Ticket Validation

The Watson Ticketing client application validates each ticket prior to submission to ensure full departmental compliance. Whenever a required entry is missing, the application displays a message describing the rule violation(s) and indicates which items need attention. Upon notification, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates, social security numbers, and email address formats are validated immediately. Customized agency validation is also available utilizing DataDriven's built-in custom rule capabilities.

Reduction of Data Entry

Watson Ticketing utilizes combo boxes, lists, templates, query tools, and pre-population of fields to dramatically reduce data entry through the reuse of information. A few examples are as follows:

- Most fields on the driver, vehicle, and vehicle owner tab can be populated by performing a simple DMV search on the driver/vehicle.
- GPS shows the device location as a pin on a map with one-click ability to reset the latitude/longitude of occurrence.
- Information on the location tab is purposefully not cleared between tickets whenever the GPS location hasn't changed, allowing multiple tickets to be written from a single location without re-keying location data.
- GPS location also populates the street name dropdown list for easy street selection.
- Ticket data can be immediately reused to produce additional reports (e.g. Traffic ticket data can populate a Tow Ticket).
- Speed limit and speed zone type are automatically selected when a frequent location is selected.
- Officer's car number, Ticket date/time, and Officer Information are auto completed by default.

Context-Sensitive Help

Context-sensitive help is utilized throughout the client to provide the necessary information to complete a ticket. Related help is retrieved based on the visible form. Help is provided on all fields requiring explanation. Watson Ticketing's web-based help includes a linked outline of key sections with search capabilities.

User Aids

Watson Ticketing utilizes pop-ups, list boxes and pull-down menus throughout the client application to aid the user in completing a ticket. Whenever practical, Watson Ticketing allows the associated lists to be maintained and synchronized with the Watson Cloud server.

Frequent Locations

The Frequent Locations feature automatically provides locations with speed limits for reuse in future tickets. Frequent locations are managed on a per user basis.

Voice Notes

Whenever a traffic ticket is entered, the user may add a voice note to accompany the ticket. When the ticket history is reviewed by the officer, the voice note can be replayed as needed.

Offline Usage

The Watson Ticketing client software does not require any communications to complete or validate a ticket. Data entry and validation is fully functional in a stand-alone environment. When a network connection is resumed, any unposted tickets will automatically post.

Ticket Editing and Deletions

Un-printed tickets can be edited, but once printed, the ticket becomes read only. Tickets can be submitted as “VOID” if an explanation field is completed.

Ticket Submission

The Watson Ticketing client uploads pending tickets and downloads supporting table changes from the Watson server after the ticket is completed. When a wireless network connection cannot be established, the application holds the un-posted ticket for future submission. If a wireless connection cannot be established, the device may connect from another network connection to the internet to complete the process. Once the ticket data is uploaded into the Watson database, it will be marked for export to other ticket repositories (when applicable).

Local Ticket History

Tickets are stored on the client device for a period set by the system administrator for quick review, however, Watson allows the user to search for tickets by ticket number, court or violation date, officer last name, and location of occurrence. Voice notes are maintained on the client computer.

Watson Property & Evidence

The Watson Property and Evidence module combines client-based entry with a web-based inquiry and administrative application for both field entry of property and evidence and in-house management of the inventory. The client applications, available for Windows and Android, allow authorized personnel to add items into custody from the field with photo capability per item. The field-based entry also allows for auto-population of evidence items from a related Incident report. With symmetrical features across both operating system platforms, all Watson users can have the ability to enter validated evidence reports from the field with minimal effort. Field based entry includes customized validation per item category, standard required fields, and customized entry options to provide agency specific requirements and sustain better data quality.

Features include:

- Inventories for Evidence, Found Property, Safekeeping, and Departmental Property
- Full integration with Watson Reporting
 - Auto-population from a related Incident
 - Evidence items and owners programmatically link to reports
 - Court disposition monitoring tool by assignments
 - Case “Authorization for Release” linked to property items
 - Case confidentiality protects includes case evidence
- Extensive use of supporting data for ease of entry
- Integration to Android camera for easy image capture per property item
- Familiar web-based tools for receipt approval/disapproval
- Barcoded labels for inventory items and storage containers
- Item relationships to multiple Incidents
- Item hold feature (“Stolen” or “On Hold”) with consequential process validation
- Validation for processes based on process type
- Signature capture for Check Outs, Deposits, Returns, Destructions, etc.
- Supporting document capture per process
- Copy a process feature for maximized efficiency
- Cash denomination entry validation
- Barcode-based item entry for fast, accurate process entry
- Multi-factor authentication and access limitations per user for enhanced security
- Small format electronic forms for digital Check Outs, Returns, and Destructions with signature capturing for recipient and witness for use with tablets
- Reports for property receipts, chain of custody, release requests, random audits, item, and special group audits
- Inquiry/report for items pending lab work, items pending destruction, items authorized for release, items pending return, and random audits by quantity or percentage with XML export capability
- Complete transaction audit
- Bluetooth receipt printing with electronic signature for owners

Evidence Report Submission and Review

Upon submission of a property evidence report, the report (commonly referred to as a receipt) is available for review by Property & Evidence authorized personnel. If the property evidence report is disapproved, it is automatically made available to the user for correction and re-submission. Upon approval, the property clerk is required to identify storage locations and containers, if utilized, for inventory placement. Evidence barcode labels are printed per item for identification and future

scanning. Barcode labels can be printed in various sizes from a single label printer with continuous label stock utilizing an automated cutter based upon the size requirements. Portable barcode scanners can be used to quickly populate any process form or complete an inventory audit quickly.

Evidence Processes

All processes such as Internal Moves, External Moves, Check-outs, Check-ins, Returns to Owner, Sold via Auction, and Destructions can be customizable with department selected requirements. Signature capture and electronic document capture can be designated as option or required per process. Chain of Custody with signatures is available per item and available from the Incident report summary page. Processes can be pre-populated and saved without completion for completion upon signature. All processes are validated against chain-of-custody logic to prevent breaks in the chain of custody.

Departmental Access

Because all evidence is linked to a report(s), users with authorization can view evidence detail within any associated report. Reports include the original list of Evidence Report submissions, all evidence items, all processes applied to related items. Additionally, a section is included to describe any "Holds" that have been placed on an item(s). Whenever access to an Incident is unavailable due to "Confidentiality" settings, evidence items related to the Incident will also be unavailable via the Incident.

Incident Court Case Adjudication

A departmental status indicating adjudication can be marked by the appropriate personnel as "Evidence: Authorized for Release". When this occurs, any items being held for court processing are automatically authorized and marked for release. Within the Property & Evidence query forms, items that have been marked for release can be filtered for easy recognition of available items. Items authorized for release by Incident department status, do not negate other case or user placed holds.

Watson Inquiry Module

Watson Inquiry is a client application module that provides an inquiry search and result forms for inquiring on vehicles, people, and property. The inquiry can be used independent of an incident, arrest, or crash report, but can also be utilized within any Watson report to populate persons and vehicles. Watson Inquiry also includes an inquiry history allowing users to use DMV results across reports regardless of the module used to obtain the original information.

Features include:

- Consolidated searches of DMV, NCIC, NLETS and local warrant data
- Automated warrant search based upon person inquiry results
- Driver's License/ID photo display for DMV results
- Pre-population of an arrest ticket from warrant inquiry results
- Pre-population of a stolen vehicle/property incident report from inquiry results
- Enforcement of inquiry criteria requirements
- Security integration with Watson administration tools
- Automated links to report data for picture integration, picture export, and query history
- Full web-based audit
- Client query history for quick reference
- Recent query history access within report entry

Watson Supervisor Review

Watson Review is a web-based view that provides supervisor review capabilities for Watson Incident and Watson Crash Reporting. When Watson Review is being utilized, Incident and Crash reports are held for supervisor review prior to submission into the departmental records management system. Supervisors can approve or disapprove the report with comments/instructions that are forwarded to the reporting officer. The Watson client application receives approvals/disapprovals during its automated synchronization process. After transmission to the client, the report is updated to show its approval/disapproval status along with the supervisor's comments/instructions. Once the reporting officer performs his/her corrective actions he/she can resubmit the report for review. After it is approved, the report can be automatically assigned to a pre-defined user or user group.

Servers and Hardware

Watson Cloud RMS

The Watson Cloud services provide all server hardware, storage, backup, software and hardware maintenance, and internet requirements for the Watson client applications as well as secure agency access to the Watson web-based application for report inquiry, printing, exports, and software administration. The Watson Cloud service and TIES connectivity are provided as an annual subscription service through DataDriven. Watson Cloud servers are housed in the Nlets NOVA domain for law enforcement.

Client Hardware Requirements

Desktop/Laptop/MDT

Pentium 400 MHz+ (or equivalent)
Windows 10 (or higher)
2 GB RAM
100 MB (application space)

Smartphone

Android Smartphone with Android OS Version 12 or higher
Cellular Activation
Bluetooth (for peripherals)

Approved Bluetooth Printers (must have Bluetooth):

Zebra MQ320, ZQ521
Printek FP541 (with Bluetooth)
Brother RuggedJet 3 (with Bluetooth), Brother RuggedJet 4 (with Bluetooth)
Brother PocketJet PJ823

Other Bluetooth printers may not be compatible or usable even with modification. Contact DataDriven for printer compatibility testing.

Customer Modifications

The Watson client applications utilize a wizard-based approach for data entry and are therefore adaptable to the additional of new categories and entry forms. The application format, however, is not user definable therefore DataDriven should be contacted for all form modification requirements. Changes required by NIBRS, TIBRS and TN Department of Safety will be made available as needed for no additional cost through the software warranty and software service agreements.

EXHIBIT B

FEE SCHEDULE AND SUPPORT FEES

A. DATADRIVEN SOFTWARE AND WATSON CLOUD SUBSCRIPTION

The “Software” shall include and be defined as DataDriven’s “Watson RMS”, “Watson Incident”, “Watson Crash”, “Watson Ticketing”, “Watson CAD Client” and “Watson Inquiry” modules. The Software, in combination with the Watson Cloud subscription, combine client-based and cloud-based applications to provide incident, crash reporting, and ticketing with browser-based administrative and reporting tools. The client software will be made available to Customer for installation and utilization from the Watson Client software download application located at the web address: <https://tn.watsonreporting.com/watsonws/download.aspx>. Watson Cloud services are made available based on an annual renewable subscription. These required cloud services are only available upon full subscription payment.

B. LICENSE AND SUBSCRIPTION FEE DETAIL

The following schedule indicates the one-time license fee for server and client software.

Watson Cloud-based RMS Price Calculator

Includes: Incident, Arrest, Memos, Crash Reporting, Ticketing, Property & Evidence, Master Records, and State Exports

No of Users	38
No of Custom Reports	0
Modification Hours	0

	Included	Per User	Total	Annual Fees
WatsonRMS *	x	\$637.00	\$24,206.00	\$3,630.90
Incident	x	\$403.00	\$15,314.00	\$2,297.10
Crash Reporting	x	\$288.00	\$10,944.00	\$1,641.60
Ticketing	x	\$173.00	\$6,574.00	\$1,643.50
Mobile CAD Client		\$0.00	\$0.00	\$0.00
DMV/NCIC Inquiry	x	\$115.00	\$4,370.00	\$655.50
Property & Evidence	x	\$173.00	\$6,574.00	\$986.10
Cloud Services **	x	\$111.37	\$4,232.00	\$4,232.00
Custom Reports		\$1,000.00	\$0.00	\$0.00
Report Modification		\$150.00	\$0.00	\$0.00
Configuration and Setup	x		\$2,995.00	
Training / Admin Meeting & Setup	x		\$3,000.00	
Additional Exports **	x	\$2,999.00	\$2,999.00	\$449.85
State TIBRS Export	x	6.65/mo (first 5 users) \$1.95/user	\$1,171.20	\$1,171.20
State TITAN Export	x	4.25/mo (first 5 users) \$1.25/mo/user	\$750.00	\$750.00
State TIES Query Access	x	13.95/mo (first 5 users) \$9.95/user	\$1,165.35	\$1,165.35
		Discount:	-6,574.00	
			\$77,720.55	\$18,623.10

C. CUSTOM DATA INTEGRATION/PROGRAMMING:

Price \$150 per hour

D. SUPPORT FEES

Support fees are calculated annually, shown in the Annual Fees column above. Support fees cannot be increased for the first annual contract (the first annual period after the warranty has expired). To accommodate Customer's budget cycle, DataDriven will not increase support fees without providing Customer written notice at least sixty (60) days in advance of DataDriven's intention to raise such support fees. Subsequent annual support fees may be subject to an increase of up to five percent (5%), in DataDriven's sole discretion.

Payment of Software Fees includes one year of support. DataDriven shall have the right, in its sole discretion, to cease Support Services or withhold any updates in the event Customer fails to remit payment on any amounts due to DataDriven within sixty (60) days of the date of any invoice or statement.

Read-only access can be purchased if an agency wants to terminate report entry with Watson Cloud services, yet maintain access to existing records. Read-only access to the Watson Cloud can be purchased as an annual subscription as priced below:

<i>Watson Cloud access - No Report Entry or Editing</i>	<i>Annual Fees</i>
<i>Read-only Access Fees</i>	\$1,629.38
<i>Cloud Services</i>	\$1,091.20
<i>Total:</i>	\$2,720.58

E. PAYMENT SCHEDULE FOR SOFTWARE AND SERVICE FEES:

Customer agrees to pay Software and Service Fees after completion of milestones described below. DataDriven agrees to invoice City after the completion of each milestone and after City has received from the Athens Police Department written acceptance of DataDriven's work performed under the applicable completion date.

The milestones are:

Milestone 1 – Contract Execution – DataDriven submits invoice to City for processing. City agrees to pay 50% of the total license and cloud service fees to DataDriven within thirty (30) days.

Milestone 2 – End of Test Period (Delivery of Software and Documentation, Installation of Software) – DataDriven submits invoice to City for processing. City agrees to pay 40% of the total license and cloud service fees to DataDriven within thirty (30) days.

Milestone 3 – Final Acceptance –DataDriven submits invoice to City for processing. City agrees to pay 10% of the total license fees upon completion of the Final Acceptance Period described in Section 9. DataDriven begins the one (1) year warranty period upon Final Acceptance as described in Section 9.

DataDriven may invoice City for the above amounts after completion and acceptance of each milestone as described above.

Invoices are to be submitted to City at the following address:

CONTACT PERSON OR TITLE

Athens Police Department
Attn: Deputy Chief Jason Garren
815 N. Jackson Street,
Athens, TN 37303

City is to send payments to DataDriven at the following address:

DataDriven, LLC.
7953 Stage Hills Blvd., Suite 108
Bartlett, TN 38133

EXHIBIT C

SOFTWARE SERVICE AGREEMENT

This SOFTWARE SERVICE AGREEMENT (hereinafter "Agreement") is entered into by and between the Athens, TN (hereinafter "CITY or CUSTOMER") and DataDriven LLC (hereinafter "DATADRIVEN"), a Tennessee based company with offices located at 7953 Stage Hills Blvd., Suite 108, Bartlett, Tennessee, 38133. This Software Service Agreement is incorporated into the License Agreement as Exhibit C. Should any terms of this Software Service Agreement conflict with the terms and conditions of the License Agreement, or any other exhibit thereto, the License Agreement shall prevail.

DATADRIVEN agrees to perform maintenance services on the Software and CUSTOMER shall accept and pay for such services, pursuant to the terms and conditions herein provided. As used herein, "Software" shall mean the DATADRIVEN cloud based and client software as described in the License Agreement, and as such may hereafter be supplemented and/or updated with improvements, enhancements and modifications furnished to CUSTOMER by DATADRIVEN in its discretion.

1. Term. The First Renewal term shall run from the end of the Initial term through the end of CUSTOMER'S fiscal year ending June 30th of each calendar year. The dates of coverage for the First Renewal term and the prorated Software Service Fees described in the Renewal Quote shall be shown on the renewal invoice. Each Subsequent Renewal term, unless sooner terminated as hereinafter provided, shall run for one (1) year according to and concurrent with CUSTOMER'S fiscal calendar.

"Initial term" as used herein refers to the one (1) year warranty period beginning with the date specified in the license agreement. "First Renewal term" as used herein refers to the period beginning with the end of the Initial term and running until the end of CUSTOMER'S fiscal year, the cost of which is prorated and invoiced. "Subsequent Renewal term" as used herein refers to each (1) one year period beginning with the end of the First Renewal term, the cost of each being invoiced annually. If more than one Module of the Software is purchased by CUSTOMER, the length of the First Renewal term may differ for each Module.

2. Automatic Renewal. There will be no automatic renewal for this Agreement, however, DataDriven will invoice CUSTOMER as a reminder of pending expiration. This Agreement shall be extended on a year-to-year basis by amendment or approval of CUSTOMER.

3. Maintenance Service. Upon payment of the fees listed in the Renewal Quotation, DATADRIVEN shall use best efforts to provide Maintenance Service for the term of this Agreement. The term "Maintenance Service" as used herein means Covered Maintenance and Billable Call Maintenance as hereinafter defined. Maintenance and support is included in the purchase price for the first two months of service and does not start until final acceptance of the system. Additional periods of maintenance and support are as referenced previously in this Agreement and shall be on City's fiscal year of July 1 to June 30 of the following year.

4. Covered Maintenance. The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance DATADRIVEN deems reasonably appropriate and necessary to keep the application software functioning properly.

Covered Maintenance shall include:

- Unlimited Telephone Support for the Software, utilizing a toll-free line provided by DATADRIVEN. During each term, this telephone support will be available during the hours specified in the Renewal Quotation for that particular term.
- Initial fact-finding (Tier 1) support for 3rd party software embedded or used in conjunction with the application software.
- Correction of documented malfunctions (“bugs”) in the application software.
- Assistance in installing updates and new releases of the Software on the Customer’s servers.
- Processing CUSTOMER’s request for changes to the Software. A DATADRIVEN Product Manager will define the CUSTOMER’s request and submit it for consideration in future releases of the Software.
- Backup of all CUSTOMER data held in backup storage for a period of 30 days. This service is provided by and managed by Nlets (The International Justice and Public Safety Network), a service provider of DataDriven.
- Telephone support personnel are available to answer questions related to the Software and to provide remedies for “bugs” or defects within the Software.

When necessary, CUSTOMER will provide access to its client device database for the purposes of troubleshooting.

5. Billable Call Maintenance. The term “Billable Call Maintenance” as used herein means services provided by DATADRIVEN that are not covered under Covered Maintenance. The rate for this service shall be \$150.00 per hour during standard business hours and \$250.00 during non-business hours (the “Billable Call Rate”). Standard Business Hours are 8 a.m. to 5 p.m. Central Time. Hours expended may not exceed eight (8) hours without written authorization by CUSTOMER.

6. Exclusions from Covered Maintenance. Covered Maintenance does not include:

(a) Repair of damage not caused by DATADRIVEN, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or causes other than normal operation procedures; (b) Service which is impractical for DATADRIVEN to render because of: alterations in the Software made by persons other than DATADRIVEN without receiving DATADRIVEN’s prior written approval; the connection of equipment and/or Software by mechanical or electrical means to another machine or device; or the physical inaccessibility of the equipment or Software; or (c) Any repair of any damage to the Software caused by software or firmware programming that is not provided or supported by DATADRIVEN under section 3.

7. Enhancements & Upgrade Support. Covered Maintenance shall include standard upgrades and enhancements that are made to the Software. DATADRIVEN issues corrections, upgrades and

enhancements to the software on an ongoing basis. DATADRIVEN will use commercially reasonable efforts to update the Software as necessary to stay compliant with State and Federal requirements for information access. Any modifications, updates, or revisions to the Software and related Documentation will be provided by DataDriven, in its discretion, as an automated or user activated update to the software. Software updates generally are managed through the Watson Cloud application and can be performed quickly by the end user. In rare cases, it may become necessary for CUSTOMER to re-install a client device utilizing the Watson Installation web-based application.

8. Charges to Customer:

A. Charges for Covered Maintenance: The applicable rates for Covered Maintenance are set forth in the Renewal Quotation.

B. Charges for Billable Call Maintenance: The hourly rate is as provided in Section 6.

C. Charges for Travel: Upon prior written authorization, CUSTOMER shall pay for travel time and travel expense in connection with Billable Call Maintenance. Travel time will be charged to the CUSTOMER at the Billable Call Rate. Travel expense will be limited to the actual, reasonable expenses incurred and includes tolls, parking and other out-of-pocket costs plus mileage at the then current rates. There will be no additional charge to the CUSTOMER for travel expense incurred in connection with Covered Maintenance. All travel must be approved in advance in writing by CUSTOMER.

D. Charge for Software License Changes: All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent device platforms in use as defined in the License Agreement or software modules licensed.

9. Changes in Charges. At least 60 days prior to the expiration of any term, DATADRIVEN may make changes to the Covered Maintenance fees and the Billable Call Rate, such changes to be effective at the commencement of the immediately subsequent Renewal term, if any. CUSTOMER may terminate this Agreement within sixty (60) days after receipt of notice of changed charges by giving DATADRIVEN written notice of its intention to terminate, and this agreement will terminate as of the date of expiration of the current Renewal term. Customer has the right to reinstate a lapsed maintenance agreement with no penalty and at a rate reflecting no more than a 5% increase of the last invoiced maintenance period, if renewed within 12 months of termination.

10. Payment. DATADRIVEN will invoice CUSTOMER in advance for each term for Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance of Software installed or removed during the previous term and credits for Covered Maintenance charges for a particular software module(s) that were incurred prior to the “Go Live” date of such software. DATADRIVEN will invoice CUSTOMER for Billable Call Maintenance as incurred. CUSTOMER shall pay invoices for Covered Maintenance, including any invoices outstanding for maintenance in any previous term, on or prior to the commencement of any Renewal term.

11. Disclaimer of Warranty. All warranties are subject to the terms and conditions specified in the Software and Service Agreement, including the Disclaimer of Warranty and Limitation of Liability provisions set forth in Sections 10 and 11 thereof and which are incorporated by reference herein.

12. Hardware and Network Upgrades. DataDriven is not responsible for client hardware and network upgrades.

13. Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

14. Termination for Non-payment. The termination provisions in this Software Service Agreement are subject to the terms and conditions regarding termination, including those providing for termination upon non-payment, as set forth in the License Agreement.

15. Notices. Notices are subject to the terms and conditions specified in the License Agreement.

16. Miscellaneous. This Software Service Agreement shall be governed by the laws of the State of Tennessee. This Agreement constitutes the entire agreement between the parties hereto with respect to the software service agreement of the Software and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein, except as otherwise provided in the License Agreement. This Software Service Agreement may be modified only by writing signed by authorized representatives of both parties.

DATADRIVEN:

DATADRIVEN, LLC

By: 
William S. Harding, Chief Manager

Date: 7/3/2024

City of Athens Tennessee:

ATHENS, TENNESSEE

By: _____

Date: _____

*Mitchell Moore, Interim City Manager
Athens, TN*

RESOLUTION NO. 2024-14

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE PUBLIC ENTITY PARTNERS
2024-2025 “SAFETY PARTNERS” MATCHING GRANT PROGRAM**

WHEREAS, the safety and well-being of the employees of the City of Athens is of the greatest importance; and,

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Athens employees; and,

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Matching Grant Program; and,

WHEREAS, the City of Athens now seeks to participate in this important program and apply for grant funds up to \$2,000.

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 July, 2024, that the City of Athens is hereby authorized to submit application for a “Safety Partners” Matching Grant Program through Public Entity Partners.

BE IT FURTHER RESOLVED that the City of Athens is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

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

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

RESOLUTION NO. 2024-15

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE BLUECROSS HEALTHY PLACES GRANT.**

WHEREAS, BlueCross BlueShield of Tennessee Foundation is accepting applications for 2025 BlueCross Healthy Places Projects to provide places for connection and healthy activity designed to strengthen the bonds that form the backbone of communities; and,

WHEREAS, the Foundation allows for spaces to be tailored to the needs of the area that it will serve; and,

WHEREAS, BlueCross collaborating with the GameTime Division of PlayCore allows for playgrounds, fitness equipment, sports fields/courts, splashpads/water features, challenge courses and community pavilions to be proposed for funding; and,

WHEREAS, the City desires to apply for the BlueCross Healthy Places grant to further implement the approved master plan for Heritage Park facilities including an all-inclusive playground designed for special needs and other elements as allowed and designed; and,

WHEREAS, this grant requires no matching funds by the local agencies.

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 July 2024, the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application for the Blue Cross Healthy Places grant.

BE IT FURTHER RESOLVED that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute documents for the acceptance of this grant on behalf of the City of Athens.

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

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

RESOLUTION NO. 2024-16

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE TOURISM ENHANCEMENT GRANT.**

WHEREAS, TN Department of Tourist Development and the TN Department of Economic and Community Development is accepting applications for 2024 Tourism Enhancement Grant; and,

WHEREAS, tourism is one of the largest industries and most important economic drivers in Tennessee.; and,

WHEREAS, this grant was developed to help communities improve their tourism assets and increase tourism related-economic impact; and,

WHEREAS, McMinn County is a TNECD Tennessee Jobs Tax Credit Enhancement Counties Tier Level 3; and,

WHEREAS, the Maximum request for this grant is \$100,000 and Tier Level 3 is a 90/10 match.

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 July 2024, the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application for the Tourism Enhancement Grant.

BE IT FURTHER RESOLVED that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute documents for the acceptance of this grant on behalf of the City of Athens.

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

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

RESOLUTION NO. 2024-17

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE,
TO PARTICIPATE IN THE TOURISM MARKETING GRANT.**

WHEREAS, the Tennessee Department of Tourist Development (TDTD) is provide matching funds for FY 2024 - 2025 through the Tourism Marketing Grant Program; and,

WHEREAS, tourism is one of the largest industries and most important economic drivers in Tennessee.; and,

WHEREAS, this grant provides tourism organizations the opportunity to expand the impact of their marketing message, increase visitation to their community and increase travel-generated revenue, while leveraging TDTD’s brand and marketing efforts/initiatives.; and,

WHEREAS, the request for this grant is \$15,000 and the City of Athens is eligible for a 50/50 reimbursable grant.

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 July 2024, the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application for the Tourism Enhancement Grant.

BE IT FURTHER RESOLVED that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute documents for the acceptance of this grant on behalf of the City of Athens.

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

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

ORDINANCE NO. 1129

AN ORDINANCE TO AMEND ‘THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON YOUNG STREET FROM B-2 (CENTRAL BUSINESS DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

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

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; “Rezoning Request for Milliard Ray Judd III for Property located at 507 Young Street (Tax Map 056M Group E Parcel 036.00) from B-2 Central Business District to R-2 Medium Density Residential District” said property being within the corporate limits of Athens, Tennessee:

Area Description (B-2 to R-2)

The parcel to be rezoned from B-2 to R-2 is shown on Tennessee Property Assessment Data - Property Viewer as Tax Map 056M Group E Parcel 036.00). The parcel is further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

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

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

PASSED ON FIRST READING: June 18, 2024

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: _____

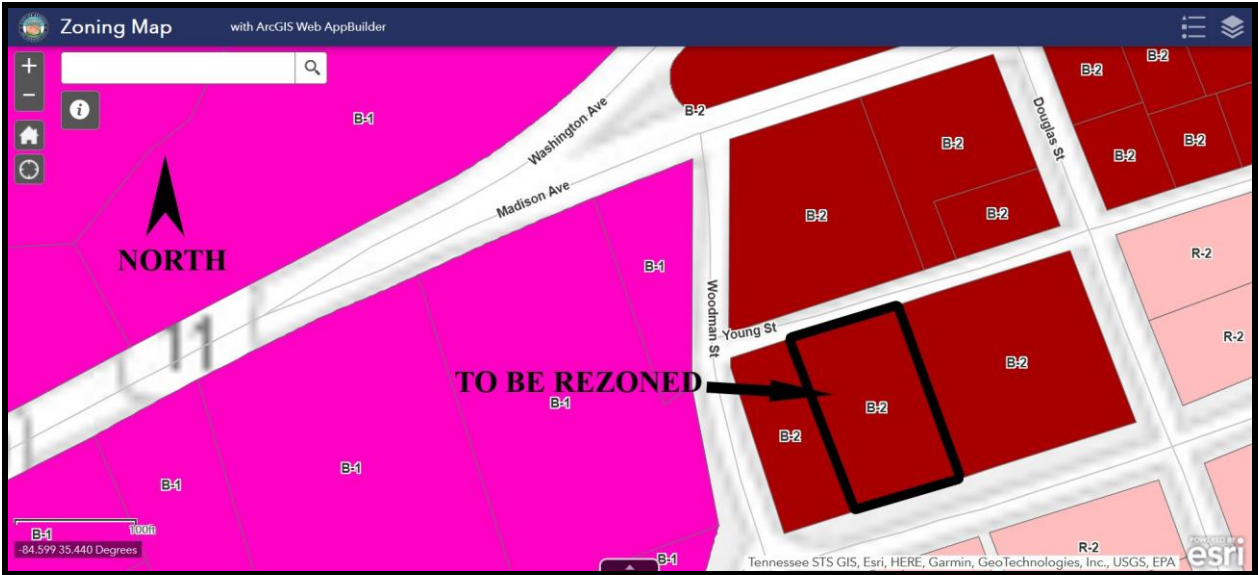
STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

Rezoning Request for Milliard Ray Judd III for Property located at 507 Young Street (Tax Map 056M Group E Parcel 036.00) from B-2 Central Business District to R-2 Medium Density Residential District.



ORDINANCE NO. 1130

AN ORDINANCE TO AMEND ‘THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED ON YOUNG STREET FROM B-2 (CENTRAL BUSINESS DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

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

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; “Rezoning Request for Eathan Peacock for Property located at 509 Young Street (Tax Map 056M Group E Parcel 038.00) from B-2 Central Business District to R-2 Medium Density Residential District” said property being within the corporate limits of Athens, Tennessee:

Area Description (B-2 to R-2)

The parcel to be rezoned from B-2 to R-2 is shown on Tennessee Property Assessment Data - Property Viewer as Tax Map 056M Group E Parcel 038.00). The parcel is further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

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

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

PASSED ON FIRST READING: June 18, 2024

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: _____

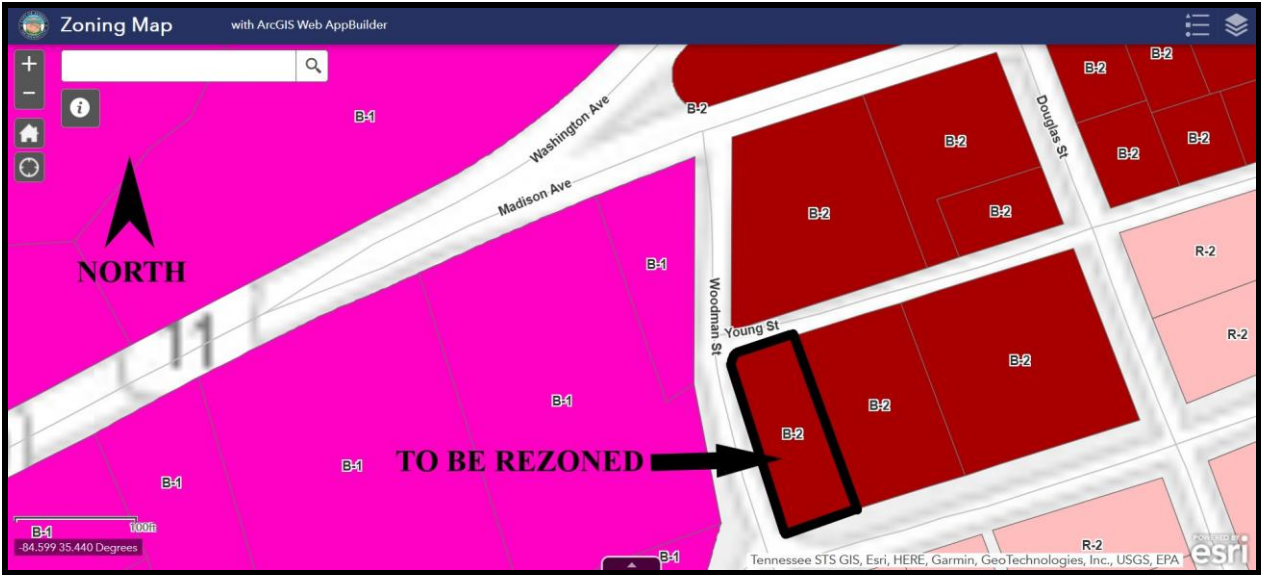
STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

Rezoning Request for Eathan Peacock for Property located at 509 Young Street (Tax Map 056M Group E Parcel 038.00) from B-2 Central Business District to R-2 Medium Density Residential District.



ORDINANCE NO. 1131

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

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

SECTION 1. That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; “Rezoning Request for Chris and Anastasia Kitsos on behalf of Eric Arnett to change parcels identified as Tax Map 065 Parcel 062.00 located at 2128 West Madison Avenue from R-E Residential Estate District to R-3 High Density Residential District” said property being within the corporate limits of Athens, Tennessee:

Area Description (R-E to R-2)

The parcel to be rezoned from R-E to R-2 is shown on Tennessee Property Assessment Data - Property Viewer as Tax Map 065 Parcel 062.00). The parcel is further described on the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee.

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

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

PASSED ON FIRST READING: June 18, 2024

PASSED ON SECOND READING: _____

DATE OF PUBLIC HEARING: _____

STEVEN S. SHERLIN, Mayor

MITCHELL B. MOORE, Interim City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

Rezoning Request for Chris and Anastasia Kitsos on behalf of Eric Arnett to change parcels identified as Tax Map 065 Parcel 062.00 located at 2128 West Madison Avenue from R-E Residential Estate District to R-3 High Density Residential District.





City of Athens

2nd Quarter Building Report

(April - June 2024)

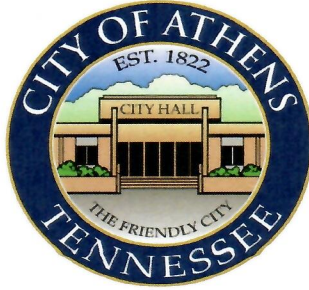
Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder

PROJECT CODE RECAP FOR PERMITS ISSUED: 4/01/2024 TO 6/30/2024

Description	# of Permits	Fees	Value
ADDITION RESIDENTIAL	1	40.00	3,164
ELECTRIC	42	2,715.00	673,725
MECHANICAL	17	875.00	706,166
MOBILE HOME	2	440.00	80,000
NEW GARAGE/STORAGE SHED	1	35.00	3,000
NEW RESIDENTIAL	6	3,846.00	961,220
PLUMBING	10	658.00	363,689
REMODEL/REPAIR COMMERCIAL	5	7,964.00	2,694,122
REMODEL INDUSTRIAL	2	1,878.00	532,000
REMODEL/REPAIR RESIDENTIAL	3	1,185.00	250,000
REROOF-COMMERCIAL	1	35.00	30,281
SIGNS / BILLBOARDS	8	400.00	47,000
TOTALS	98	20071.00	6,344,367



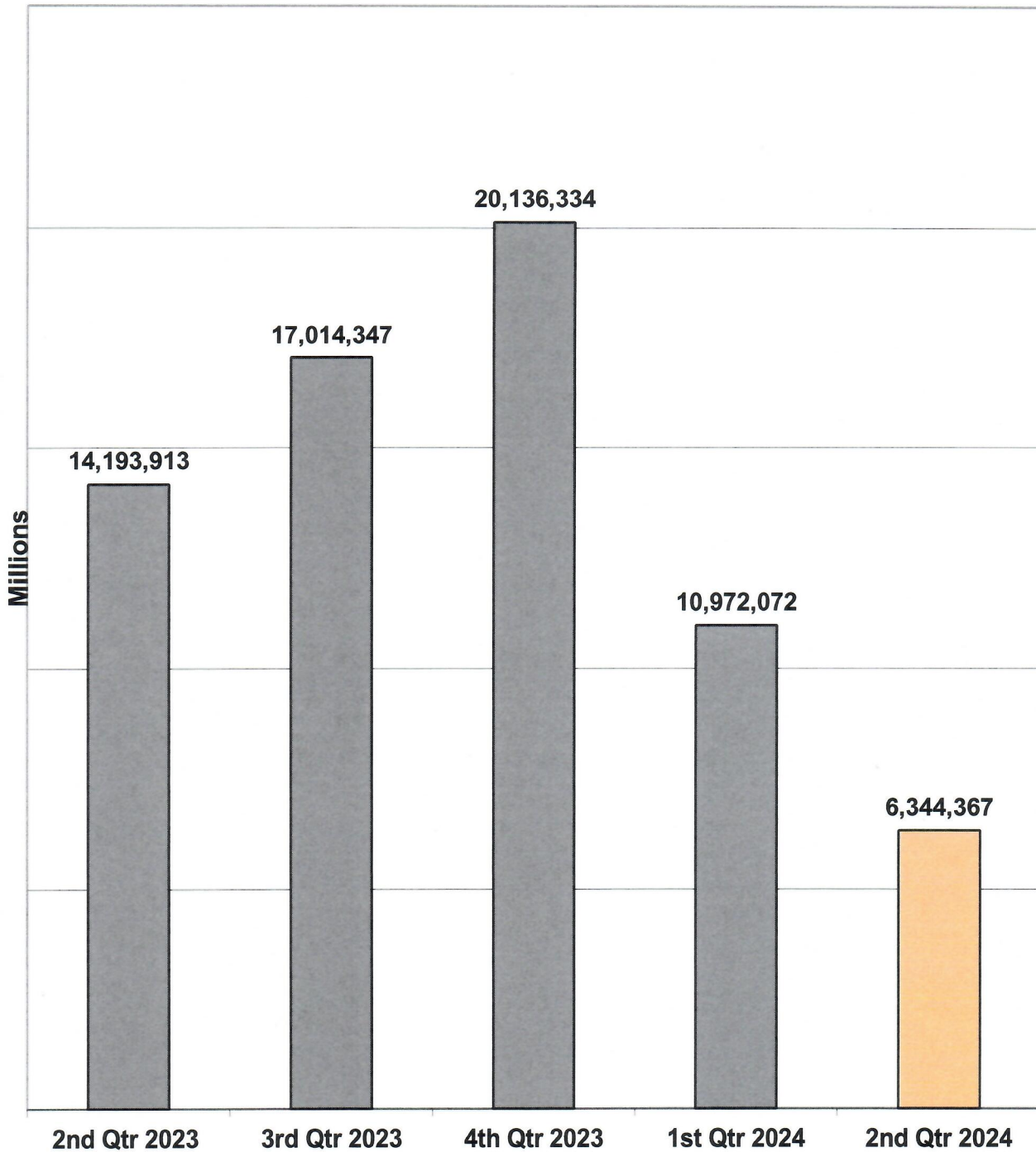
Community Development Department

Total Construction 2014-2024

Year	Permits	Total Construction
*2024	150	\$ 17,316,439.00
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
TOTAL		\$ 338,270,263.00

*Signifies Cumulative Quarterly Totals For Current Year
2nd Quarter Total: \$6,344,367.00 Permit Totals: 98

City of Athens
Community Development Department
2nd Quarter Building Permit Report
April - June 2024



City of Athens Fire Dept

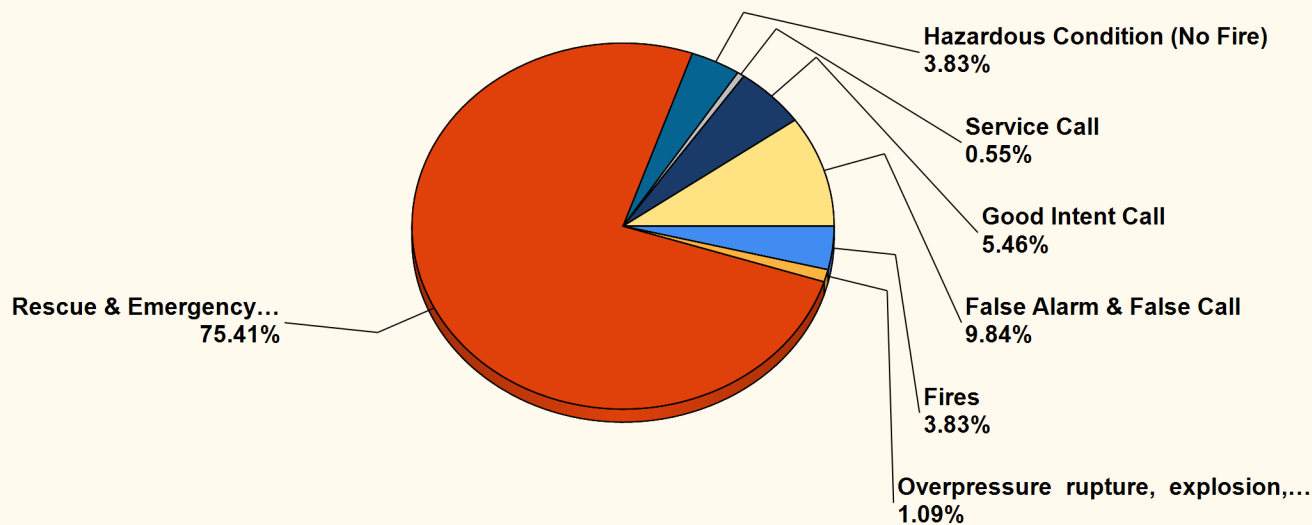
Athens, TN

This report was generated on 7/8/2024 11:14:57 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/01/2024 | End Date: 06/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	3.83%
Overpressure rupture, explosion, overheating - no fire	2	1.09%
Rescue & Emergency Medical Service	138	75.41%
Hazardous Condition (No Fire)	7	3.83%
Service Call	1	0.55%
Good Intent Call	10	5.46%
False Alarm & False Call	18	9.84%
TOTAL	183	100%

821 Employee training hours
CPR - 4 classes - 27 students
MooFest
Modern Aerial Strategies & Tactics training
Firefighter interviews - Hired Payton Schultz
Car Seat Checks & Touch A Truck - EG Fisher Library
FF-II Live Burn
Touch A Truck with Sparky - EG Fisher Book Sale
Egg Drop with Athens Primary School
CPR and First Aid with STEM Program - Athens Middle School

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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Doc Id: 553
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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.55%
111 - Building fire	1	0.55%
118 - Trash or rubbish fire, contained	1	0.55%
131 - Passenger vehicle fire	1	0.55%
132 - Road freight or transport vehicle fire	1	0.55%
138 - Off-road vehicle or heavy equipment fire	1	0.55%
143 - Grass fire	1	0.55%
251 - Excessive heat, scorch burns with no ignition	2	1.09%
311 - Medical assist, assist EMS crew	124	67.76%
322 - Motor vehicle accident with injuries	9	4.92%
324 - Motor vehicle accident with no injuries.	4	2.19%
353 - Removal of victim(s) from stalled elevator	1	0.55%
412 - Gas leak (natural gas or LPG)	1	0.55%
440 - Electrical wiring/equipment problem, other	4	2.19%
441 - Heat from short circuit (wiring), defective/worn	1	0.55%
442 - Overheated motor	1	0.55%
551 - Assist police or other governmental agency	1	0.55%
611 - Dispatched & cancelled en route	7	3.83%
622 - No incident found on arrival at dispatch address	1	0.55%
651 - Smoke scare, odor of smoke	2	1.09%
700 - False alarm or false call, other	1	0.55%
744 - Detector activation, no fire - unintentional	17	9.29%
TOTAL INCIDENTS:	183	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

This report was generated on 7/8/2024 11:28:37 AM



Property Values versus Loss and Save per Incident for Date Range

Start Date: 06/01/2024 | End Date: 06/30/2024

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2024-1004	\$8,513,000.00	\$0.00	\$8,513,000.00
2024-1056	\$28,500.00	\$28,500.00	\$0.00
2024-1090	\$125,000.00	\$1,000.00	\$124,000.00
Totals:	\$8,666,500.00	\$29,500.00	\$8,637,000.00

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

This report was generated on 7/8/2024 11:29:29 AM



Losses for Date Range

Start Date: 06/01/2024 | End Date: 06/30/2024

TOTAL INCIDENTS	TOTAL PROPERTY LOSS	TOTAL CONTENT LOSS	TOTAL LOSSES	AVERAGE LOSS
2	\$29,500.00	\$0.00	\$29,500.00	\$14,750.00

INCIDENT NUMBER	DATE	Incident Type	PROPERTY LOSS	CONTENT LOSS	TOTAL	% of Total
2024-1056	06/18/2024	138 - Off-road vehicle or heavy equipment fire	\$28,500.00	\$0.00	\$28,500.00	96.61%
2024-1090	06/23/2024	111 - Building fire	\$1,000.00	\$0.00	\$1,000.00	3.39%

Only REVIEWED incidents included



emergencyreporting.com

Doc Id: 265

Page # 1 of 1

City of Athens Fire Dept

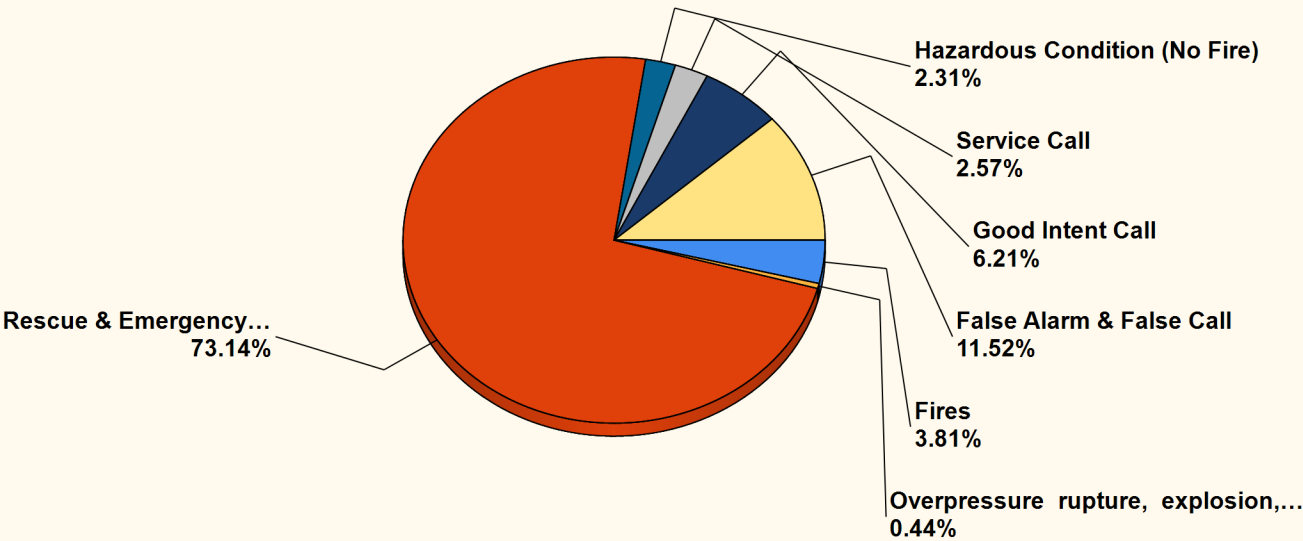
Athens, TN

This report was generated on 7/8/2024 11:32:41 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2024 | End Date: 06/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	43	3.81%
Overpressure rupture, explosion, overheating - no fire	5	0.44%
Rescue & Emergency Medical Service	825	73.14%
Hazardous Condition (No Fire)	26	2.31%
Service Call	29	2.57%
Good Intent Call	70	6.21%
False Alarm & False Call	130	11.52%
TOTAL	1128	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	2	0.18%
111 - Building fire	10	0.89%
118 - Trash or rubbish fire, contained	4	0.35%
122 - Fire in motor home, camper, recreational vehicle	1	0.09%
131 - Passenger vehicle fire	9	0.8%
132 - Road freight or transport vehicle fire	2	0.18%
138 - Off-road vehicle or heavy equipment fire	1	0.09%
140 - Natural vegetation fire, other	2	0.18%
141 - Forest, woods or wildland fire	1	0.09%
142 - Brush or brush-and-grass mixture fire	5	0.44%
143 - Grass fire	1	0.09%
151 - Outside rubbish, trash or waste fire	4	0.35%
154 - Dumpster or other outside trash receptacle fire	1	0.09%
251 - Excessive heat, scorch burns with no ignition	5	0.44%
311 - Medical assist, assist EMS crew	732	64.89%
320 - Emergency medical service, other	2	0.18%
321 - EMS call, excluding vehicle accident with injury	5	0.44%
322 - Motor vehicle accident with injuries	59	5.23%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.18%
324 - Motor vehicle accident with no injuries.	20	1.77%
341 - Search for person on land	1	0.09%
351 - Extrication of victim(s) from building/structure	1	0.09%
352 - Extrication of victim(s) from vehicle	1	0.09%
353 - Removal of victim(s) from stalled elevator	2	0.18%
410 - Combustible/flammable gas/liquid condition, other	2	0.18%
412 - Gas leak (natural gas or LPG)	6	0.53%
413 - Oil or other combustible liquid spill	2	0.18%
421 - Chemical hazard (no spill or leak)	1	0.09%
422 - Chemical spill or leak	1	0.09%
440 - Electrical wiring/equipment problem, other	4	0.35%
441 - Heat from short circuit (wiring), defective/worn	1	0.09%
442 - Overheated motor	2	0.18%
444 - Power line down	1	0.09%
445 - Arcing, shorted electrical equipment	4	0.35%
461 - Building or structure weakened or collapsed	1	0.09%
462 - Aircraft standby	1	0.09%
500 - Service Call, other	2	0.18%
510 - Person in distress, other	1	0.09%
531 - Smoke or odor removal	1	0.09%
542 - Animal rescue	1	0.09%
550 - Public service assistance, other	4	0.35%
551 - Assist police or other governmental agency	11	0.98%
553 - Public service	3	0.27%
561 - Unauthorized burning	4	0.35%
571 - Cover assignment, standby, moveup	2	0.18%
600 - Good intent call, other	3	0.27%
611 - Dispatched & cancelled en route	40	3.55%
622 - No incident found on arrival at dispatch address	9	0.8%
631 - Authorized controlled burning	1	0.09%
651 - Smoke scare, odor of smoke	14	1.24%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.09%
653 - Smoke from barbecue, tar kettle	1	0.09%
671 - HazMat release investigation w/no HazMat	1	0.09%
700 - False alarm or false call, other	4	0.35%
733 - Smoke detector activation due to malfunction	3	0.27%

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
736 - CO detector activation due to malfunction	1	0.09%
741 - Sprinkler activation, no fire - unintentional	1	0.09%
744 - Detector activation, no fire - unintentional	119	10.55%
745 - Alarm system activation, no fire - unintentional	2	0.18%
TOTAL INCIDENTS:	1128	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

This report was generated on 7/8/2024 11:33:23 AM



Property Values versus Loss and Save per Incident for Date Range

Start Date: 01/01/2024 | End Date: 06/30/2024

INCIDENT #	PRE-INCIDENT VALUE	LOSSES	SAVED
2024-4	\$3,000.00	\$1,000.00	\$2,000.00
2024-26	\$16,434,300.00	\$15,000.00	\$16,419,300.00
2024-234	\$8,000.00	\$1,500.00	\$6,500.00
2024-299	\$315,000.00	\$315,000.00	\$0.00
2024-326	\$250,000.00	\$6,000.00	\$244,000.00
2024-388	\$20,300,000.00	\$2,500.00	\$20,297,500.00
2024-393	\$13,500.00	\$13,500.00	\$0.00
2024-476	\$6,000.00	\$300.00	\$5,700.00
2024-488	\$35,000.00	\$20,000.00	\$15,000.00
2024-507	\$14,500.00	\$14,500.00	\$0.00
2024-543	\$8,500.00	\$8,500.00	\$0.00
2024-598	\$4,500.00	\$4,500.00	\$0.00
2024-613	\$5,500.00	\$1,000.00	\$4,500.00
2024-614	\$1,553,000.00	\$900,000.00	\$653,000.00
2024-671	\$60,000.00	\$12,500.00	\$47,500.00
2024-719	\$2,000.00	\$2,000.00	\$0.00
2024-787	\$500.00	\$500.00	\$0.00
2024-801	\$200.00	\$200.00	\$0.00
2024-892	\$35,000.00	\$2,500.00	\$32,500.00
2024-927	\$110,000.00	\$1,500.00	\$108,500.00
2024-948	\$510,375.00	\$5,000.00	\$505,375.00
2024-1004	\$8,513,000.00	\$0.00	\$8,513,000.00
2024-1056	\$28,500.00	\$28,500.00	\$0.00
2024-1090	\$125,000.00	\$1,000.00	\$124,000.00
Totals:	\$48,335,375.00	\$1,357,000.00	\$46,978,375.00

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

City of Athens Fire Dept

Athens, TN

This report was generated on 7/8/2024 11:34:02 AM



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

Incident Type Range: 100 - 911 | StartDate: 06/01/2024 | EndDate: 06/30/2024

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
06/03/2024	2024-967	45MM N Interstate 75	132 - Road freight or transport vehicle fire	ST2 - Athens Fire Station 2

Percentage of Total Incidents: 0.55%

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.





Police Department Report to City Manager

June



2024



This Month

This Year

Last Year to Date

Homicide	0	0	0
Sex Offense	2	5	5
Robbery	3	5	1
Assault	24	101	95
Burglary	8	39	40
Theft	45	260	250
MV Theft	7	30	33

Moving Violations	134	860	713
Citations	45	249	250
Warnings	74	446	425
Drugs	30	155	240
Arrests	106	664	848
Total Calls for Service	1545	8461	8904



Police Department Report to City Manager

June	▼	2024	▼
------	---	------	---

	This Month	This Year	Last Year to Date
Vehicle Accidents	49	230	264
Pedestrian	0	0	1
Private Property	26	137	149
Total	75	367	413
Injuries	12	66	64
Fatalities	0	0	0

Authorized Sworn Positions	36
Current Sworn Positions Filled	33
Police Department Vacancies	3

Prepared:

Jason B. Garren

Deputy Chief

Submitted:

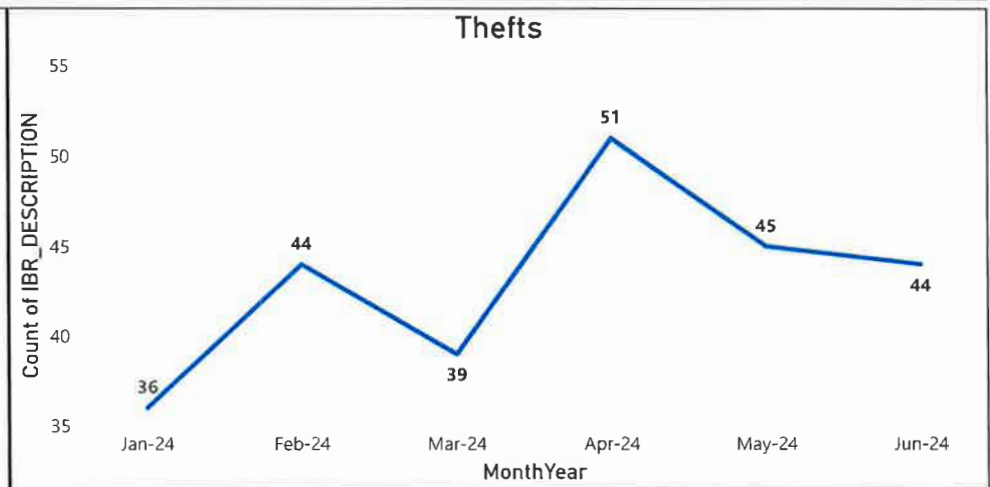
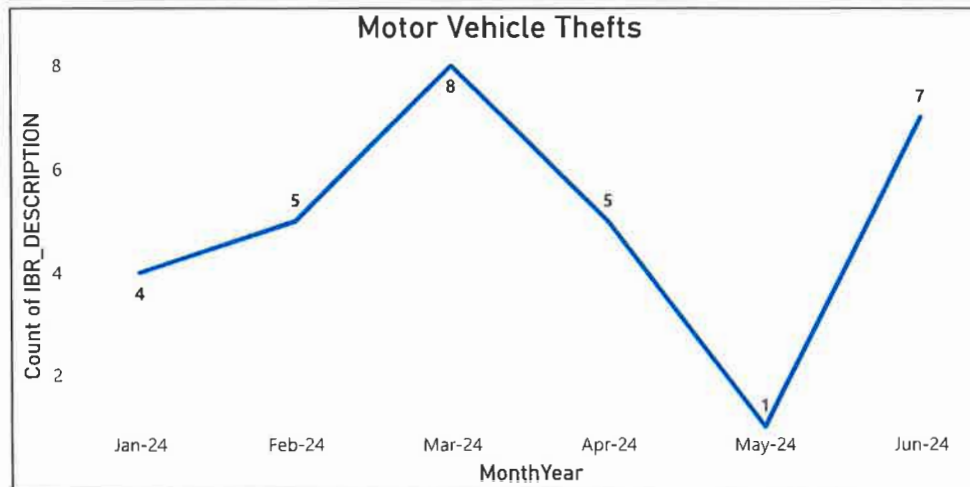
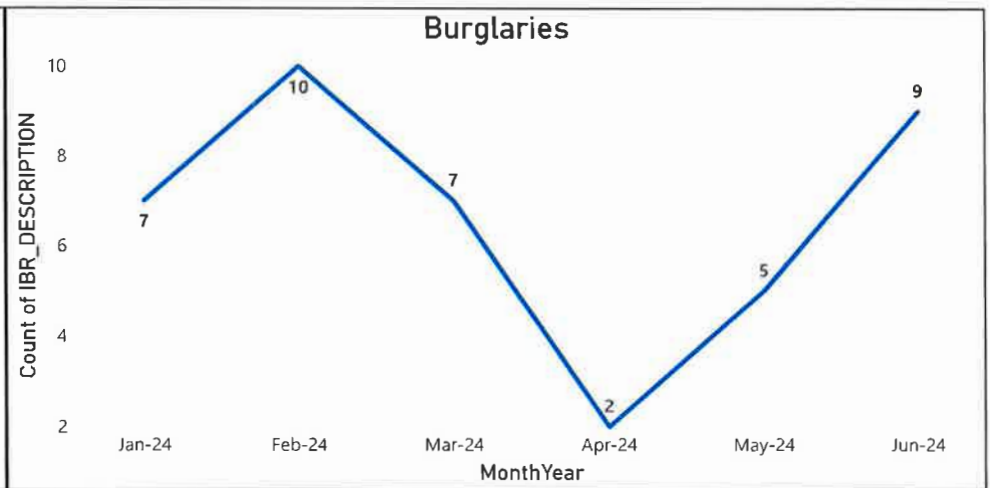
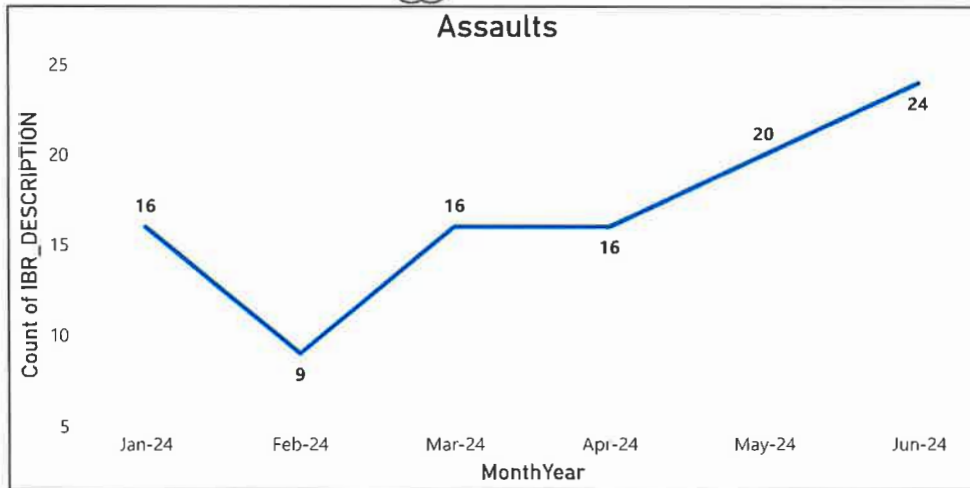
Fred K. Schultz

Chief of Police

Date

1/1/2024

6/30/2024



Date
6/1/2024 6/30/2024

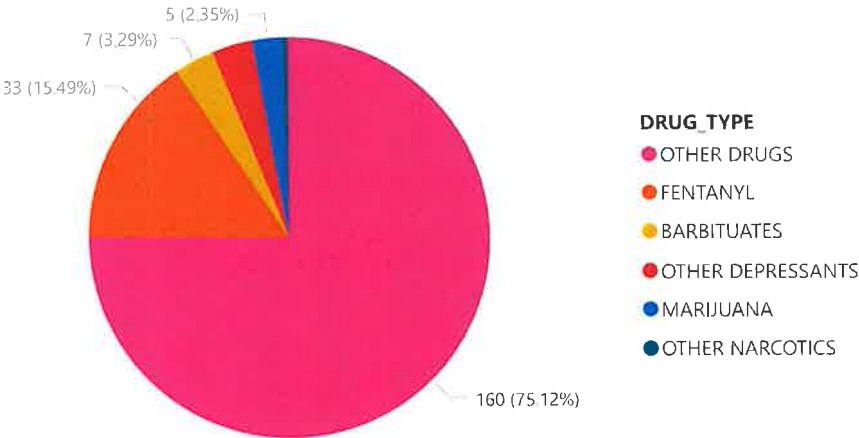
MEASUREMENT
DOSAGE UNITS



DRUG_TYPE

DRUG_QUANTITY by DRUG_TYPE

DRUG_QUANTITY
213



Date
6/1/2024 6/30/2024

MEASUREMENT
GRAMS

DRUG_TYPE

DRUG_QUANTITY by DRUG_TYPE



DRUG_TYPE

- MARIJUANA
- METHAMPHETAMINES
- UNKNOWN

DRUG_QUANTITY
170

MARIJUANA
165

METHAMPHETAMINES
4

UNKNOWN
1

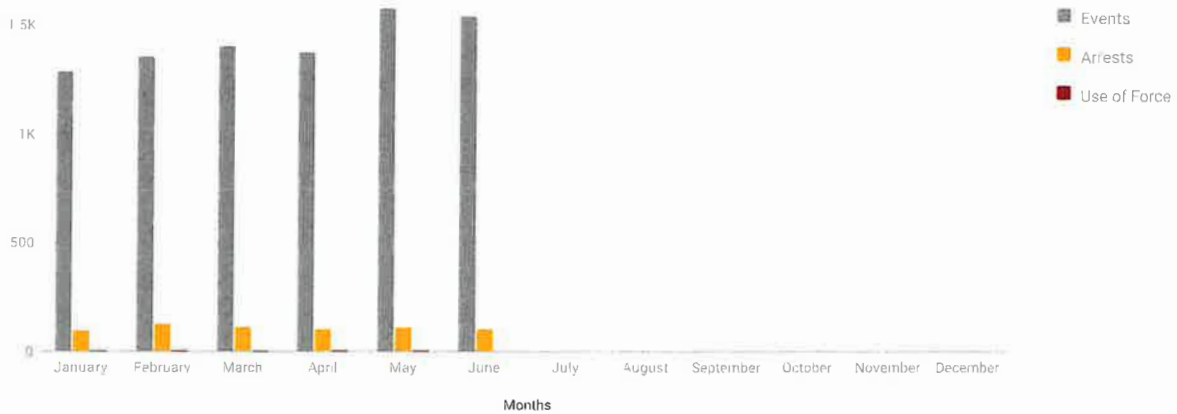


Athens Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2024)

USE OF FORCE VS. EVENT COMPARISON SUMMARY BY MONTH

Event vs. Arrests vs. Use of Force Comparison



2024 Events vs. Use Of Force

Total Events: 8559
Use of Force Incidents: 20
0.23%

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1290	3	0.23%
February	1359	4	0.29%
March	1407	3	0.21%
April	1379	5	0.36%
May	1579	4	0.25%
June	1545	1	0.06%
July	0	0	0.00%
August	0	0	0.00%
September	0	0	0.00%
October	0	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

2024 Arrests vs. Use Of Force

Total Arrests: 667
Use of Force Incidents: 20
3.00%

MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	98	3	3.06%
February	129	4	3.10%
March	116	3	2.59%
April	105	5	4.76%
May	113	4	3.54%
June	106	1	0.94%
July	0	0	0.00%
August	0	0	0.00%
September	0	0	0.00%
October	0	0	0.00%
November	0	0	0.00%
December	0	0	0.00%

Monthly Overtime Report for Patrol Division June 2024

Late Shift: 49.75 hours

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

Manpower: 177.25 hours

(fill in for sick leave, vacations, training)

Court: 22.50 hours

General Sessions: 16.50

City: 1.00

Criminal: 00.00

Civil: 00.00

Juvenile: 3.00

Grand Jury: 2.00

Training: 105.50 hours

Special Assignments: 73.50 hours

Meeting: 11.00

THSO: 6.00

K9 Maintenance: 10.50

Moofest: 46.00

Total hours for the month: 428.50 hours

Total expenditure for patrol overtime for the month: \$6,529.34

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

DISPOSITION COUNT

06/01/2024 to 06/30/2024

Disp. Code Id Disp. Code Name

(9)	Dismissed	<u>6</u>
(10)	Dismissed after Drv Safety Course	<u>4</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>2</u>
(4)	Guilty - Trial by Judge	<u>1</u>
(19)	Paid in Full	<u>60</u>
(21)	Plea Guilty/ as charged	<u>14</u>
(25)	Plea Not Guilty, set for trail	<u>2</u>

Total Dispositions: 89