



ATHENS CITY COUNCIL WORK SESSION

Tuesday, September 8, 2026, 5:00 p.m.

***Labor Day - Monday, September 7, 2026**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. COMMUNICATIONS AND SPECIAL PRESENTATIONS

A. Senior Center

V. DISCUSSION

- (1-2) A. ARP Stormwater Grant Contract amendment to the agreement with Wilson Construction Group, increasing the contract amount by \$213,330.70 to a new total of \$2,244,885.69.
- (3-5) B. RFB #26-05, Demolition & Clearing of Condemned Structures
- (6) C. Status of RFB 26-06 – Repair, Maintenance, and Rehabilitation of Local Streets
- (7) D. Surplus property and authorize the Sale of each through GovDeals: 1994 John Deere Flail Mower (Asset #2551), 1997 John Deere 5300 Tractor (Asset #2757), 1998 John Deere Gator (Asset #2871), 2002 Bannerman Topdresser (Asset #3299), 2003 Toro 5500 Reel Mower (Asset #3404), 2015 Snapper Pro Zero Turn Mower (Asset #4243), and a 12-foot Ramp Trailer (Asset #594).
- (8) E. Surplus Haulmark Tandem Axle Trailer (Asset #001338) as surplus property and authorize its sale through GovDeals.
- (9-14) F. Surplus the large quantity of firearms currently in the possession of the Athens Police Department that have been deemed no longer of evidentiary value or are considered by statute as abandoned property after being held for a period in excess of six (6) months; authorize them to be exchanged with Craig's Firearms for in-store credit toward law enforcement items. Craig's Firearms currently holds the state contract for the department's duty weapons and ballistic vests.
- (15-21) G. Purchase from the Fleet Fund the following Fleet Replacement Vehicles for Public Works Department from Ford of Murfreesboro via Statewide contract SWC-209 #88762: Three (3) Ford Diesel F550 Trucks with rear dump beds for \$274,965.00, One (1) Ford F250 with dump body for \$74,607.00, one (1) Ford F150 Crew Cab for \$45,972.00.

H. Purchase from the Sanitation Fund the following Fleet Replacement Vehicle for Public Works Department from Ford of Murfreesboro via Statewide contract SWC-209 #88762: One (1) Ford F150 Crew Cab for \$45,972.00.

I. Surplus property and authorize each item be to sold through GovDeals, after the replacement vehicle is put into service: Ford F150 Street Cleaning Truck (Asset #4306), Ford F350 Street Maintenance Truck (Asset #4308), Ford F350 Street Maintenance Truck (Asset #4319), Ford F350 Street Construction Vehicle (Asset #4320), Ford F250 with Dump Bed Street Cleaning Vehicle (Asset #4314), Ford F250 with Dump Bed Street Cleaning Vehicle (Asset #4321), Ford F350 Truck Sanitation Vehicle (Asset #4326).

(22-25) J. Resolution 2026-24, a Resolution of the City of Athens, Tennessee, authorizing the acceptance of the donation of a 1925 American LaFrance Fire Truck from the Great Smoky Mountains Heritage Center and authorizing the execution of all documents necessary to complete the transfer.

(26-30) K. Citizen Comments

(31-39) L. Hughes Environmental Proposal for City Hall Mold Remediation Proposal in the estimated amount of \$30,592.08 plus a 10% contingency of \$3,059.21, for a total not to exceed \$33,651.29 and the execution of all documents necessary to complete the project.

(40-41) M. Proposed Revisions to the Employee Handbook

N. Councilmember Discussion Items

1. Mayor Eaton

i. Wabash Street/Kilgore Street Property – Status Update

ii. Hammerhill Road Street Lighting Project Update

iii. Christmas Lights at Regional Park

iv. Garbage rates for Mayfield Dairy, Athens Housing Authority, and Starr Regional Medical Center

2. Councilmember Duggan

i. Athens Regional Park Paving and Event Conflict

VI. NEW BUSINESS

VII. BOARDS & COMMITTEES

A. Board of Adjustments & Appeals – 1 Vacancy (alternate)

B. Historic Preservation Commission – 1 Vacancy
(an architect, if available, pursuant to MZO 3.04.14(B))

VIII. ADJOURNMENT



PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager
FROM: Kevin L. Helms, Project Manager
Cc: Ben Burchfield, Public Works Director
DATE: September 3, 2026
SUBJECT: ARP Stormwater Grant GC Contract Amendment

Background

This project was originally designed to be comprised of planning, design, and construction-related activities. Costs associated with this project are funded through a combination of ARP Grant Funds and Local Funds. The City matches awarded grant funds at a rate of 15% up to the maximum available through the grant. The City is responsible for all costs in excess of the maximum available grant funds. The initial grant budget for both professional services and construction activities was \$2,727,688.19, with \$355,785.42 of that amount being the City's match. Of that total, \$1,980,000.00 was budgeted for construction-related activities.

Request for Bids #25-13 was issued for construction activities related to this project. Construction activities were planned for three separate sites as part of the overall bid. The sites were the property at Mayfield Lane and Ingleside Avenue, the detention pond at Cook Drive and N Jackson Street, and the upper pond at Regional Park.

The bids were structured with a base bid as well as two alternates. Based upon staff recommendation, City Council awarded the bid to Wilson Construction Group in an amount of \$2,031,554.99, which was the base bid amount. At a later date, it was determined that utilizing Alternate 1 was the best approach for the project, so the initial agreement with Wilson Construction Group reflected the reduced cost associated with Alternate 1, which was \$1,960,479.99. Neither the construction budget nor the motion to award the bid included contingency funds in the event changes were necessary during construction.

Several issues were encountered during construction, with the majority of them related to unsuitable soils that had to be mitigated prior to the installation of various features. There were also added costs associated with the professional services component of the project.

However, during a project closeout webinar that I attended, the presenters asked organizations that did not anticipate using all of their awarded funds to notify TDEC as soon as possible so that those funds could be made available to others whose projects had exceeded their original budgets. Because this program had a shorter than normal timeline for a project with so many steps to be completed, a number of organizations were required to return a significant amount of funding. Since I knew that the Athens project



PUBLIC WORKS

was going to cost more than originally projected, I inquired about the process for requesting a share of the funds returned by others.

Apparently, the process for requesting these funds was still a work in progress. However, I continued to work with the grant administrators to pursue the additional funds while detailing the various additional expenses our project had incurred. This process took about six weeks, but I was ultimately notified that we had been awarded an additional \$321,563.10, which required an additional 15% local match. This brought the total project budget to \$3,097,485.76, of which \$404,019.89 is local funding. Council has already approved the bulk of these additional expenses through agreements with Gresham Smith for professional services related to the project. By obtaining these additional funds, the City's additional share was reduced from over \$250,000 to the required additional local match of about \$50,000.

The City Council needs to authorize the expenditure of these funds through an amendment to the agreement with Wilson Construction Group. The new contract total being presented for approval is \$2,244,885.69. The only construction-related expense that has yet to be finalized is the paving repairs at Regional Park, but this total includes an amount based upon unit prices and estimated quantities. The Wilson Construction Group contract amendment, combined with adjustments to other expenses that are less than originally budgeted and the additional grant funds received, brings the total estimated project cost to \$3,102,041.00. Because this amount exceeds the total available project funding, the City will be responsible for the excess amount of \$4,555.24, in addition to the required 15% local match, for a total estimated local contribution of \$408,575.13. If the paving costs are less than anticipated, the amount of the City's additional contribution will be reduced accordingly.

Given that there was no contingency initially approved for this project, the additional funds being requested are well within the typical contingency allocation for a project such as this, which would generally range between 10% and 20% of the initial project cost.

Action Item

Approve an amendment to the agreement with Wilson Construction Group, increasing the contract amount by \$213,330.70 to a new total of \$2,244,885.69.



PURCHASING DEPARTMENT MEMORANDUM

TO: Bridget Roberts, Interim City Manager

FROM: Angela Robbins, Purchasing Agent

DATE: September 3, 2026

SUBJECT: RFB #26-05, Demolition & Clearing of Condemned Structures –
Recommendation to Award

The City issued RFB #26-05 for the demolition and clearing of condemned structures located within the City of Athens. Sealed bids were received and opened on Tuesday, September 1, 2026. At the bid opening, the City received eight (8) bids. After review of bid compliance and required submittals, Outdoor Solutions Services LLC was determined to be the only responsive and compliant bidder.

RFB Requirements / Considerations

Per the bid submittal instructions and Addendum No. 1, 1402 Hammerhill Road was removed from the bid. The remaining addresses were evaluated based on bidder responsiveness, compliance with the required submittals, and price.

Bid Evaluation

Based on the bid tabulation and compliance review, Outdoor Solutions Services LLC submitted the lowest compliant bids for the remaining properties, as follows:

<u>Property</u>	<u>Recommended Vendor</u>	<u>Bid Amount</u>
1506 Adams Street	Outdoor Solutions Services LLC	\$5,490.00
704 Haley Street	Outdoor Solutions Services LLC	\$6,470.00
1504 View Street	Outdoor Solutions Services LLC	\$6,075.00

Contract Scope Adjustment

The City was notified that the family associated with 507 Bank Street has hired Stephens Excavating LLC to demolish the structure on Monday, September 7, 2026. Therefore, 507 Bank Street must be removed from the City's contract award. Outdoor Solutions Services LLC's bid of \$6,370.00 for that property is excluded from the recommended award.

Recommendation

It is recommended that City Council award RFB #26-05 to Outdoor Solutions Services LLC for the demolition and clearing of 1506 Adams Street, 704 Haley Street, and 1504 View Street. The total recommended award amount is \$18,035.00.



**PURCHASING DIVISION
BID TABULATION SHEET**

REQUESTING DEPARTMENT: Community Development

DATE BIDS ADVERTISED: Wednesday, August 12, 2026

BID NUMBER: 25-05

DATE BIDS RECEIVED: Tuesday, September 1, 2026

PROJECT NAME: Demolition and Clearing of Condemned Structures

BIDDER	CONTACT NAME	CITY	STATE	(Y/N) COMPLIANCE?	1506 Adams St	507 Bank St	704 Haley St	1504 View St	Total (May Contain Discount)
Valleyscape Landworks LLC	Tyler Osborn	Decatur	TN	No	\$6,200.00	\$5,599.87	\$7,392.87	\$5,782.87	\$24,975.61
Rome Iron & Wood	Clark Ellard	Rome	GA	No	\$14,071.00	\$12,704.00	\$20,880.00	\$10,533.06	\$58,188.06
Metro Properties Inc	Frank Jenkins	Knoxville	TN	No	\$17,800.00	\$25,700.00	\$20,000.00	\$19,200.00	\$83,000**
**This total included the a discount but also included the demolition of 1402 Hammerhill Road, which was removed from the bid in Addendum 1									
Wright Brothers Construction Co	Tracy Harris	Charleston	TN	No	\$58,282.31	\$58,584.90	\$59,697.19	\$62,184.64	\$238,749.04
Freedom Demolition LLC	Rick Massey	McDonald	TN	No	\$15,600.00	\$13,500.00	\$14,800.00	\$15,300.00	\$56,240.00
Southern Construction Group LLC	Josh Sherlin	Athens	TN	No	\$12,625.00	\$12,625.00	\$13,875.00	\$13,875.00	\$53,000.00
Outdoor Solutions Services LLC	Dennie White	Athens	TN	Yes	\$5,490.00	\$6,370.00	\$6,470.00	\$6,075.00	\$24,405.00
Stephens Excavating LLC	Marty Stephens	Niota	TN	No	\$9,175.00	\$4,000.00	\$10,675.00	\$6,700.00	\$30,550.00
, TN 37303 • (423) 744-2780 • arobbins@athenstn.gov									





CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: September 4, 2026
FROM: Bridget Roberts, Interim City Manager
RE: RFB 26-06 – Repair, Maintenance, and Rehabilitation of Local Streets

Overview

I wanted to provide a brief update regarding **RFB 26-06 – Repair, Maintenance, and Rehabilitation of Local Streets**, which will appear on the September agenda.

Background

The FY 2026-27 street paving and resurfacing bid was previously discussed with Council. Staff had initially recommended delaying the bid based on asphalt pricing, contractor availability, and concerns that bidding under the conditions at that time could reduce the amount of paving the City would be able to complete with the available funding.

At the August 18, 2026, Regular Session, Council passed a motion directing the City Manager to have the Public Works Director complete the bidding process immediately. Following Council's direction, Public Works and Purchasing proceeded with the advertisement.

Current Status

The bid opening was originally scheduled for September 8th. However, due to the required length of the advertisement period and a necessary addendum that was posted this week, the bid opening is now scheduled for Thursday, September 10, 2026, at 3:00 p.m. This will provide prospective bidders enough time to review the addendum and make any necessary revisions to their bid submissions.

If bids are received, staff will review them following the bid opening, and the results will be presented to Council for consideration in the agenda packet for the September 15, 2026, Regular Session.





CITY MANAGER’S OFFICE

MEMORANDUM

TO: City Council

DATE: September 8, 2026

FROM: Bridget Roberts, Interim City Manager

RE: Declare Certain City Assets as Surplus Property and Authorize Sale through GovDeals.

Overview

Staff has identified the following City-owned equipment as no longer needed for municipal operations due to age, obsolescence, or condition. Staff recommends that the surplus property be offered for sale through GovDeals.

Asset #	Description	Reason for Surplus
2551	1994 John Deere Flail Mower	Obsolete
2757	1997 John Deere 5300 Tractor	Obsolete
2871	1998 John Deere Gator	Obsolete
3299	2002 Bannerman Topdresser	Obsolete
3404	2003 Toro 5500 Reel Mower	Obsolete
4243	2015 Snapper Pro Zero Turn Mower	Beyond Repair
594	12' Ramp Trailer	Obsolete

Request

Consider declaring the identified assets as surplus property and authorizing their sale through GovDeals.com





FIRE DEPARTMENT

To: Mike Keith, Finance Director
Bridget Roberts, Interim City Manager

From: Brandon Ainsworth, Fire Chief

Date: August 26, 2026

RE: Request to Surplus Haulmark Trailer

I'm requesting that we surplus this Haulmark tandem axle trailer, Asset #001338. The trailer is worn out and no longer in a condition suitable for public events or FD use. This trailer was purchased in November 1987. Due to its age and wear, it's not practical to repair or refurbished for the needs of the FD.

Once this trailer is deemed surplus, we intend to list it for sale on Gov Deals.

City of Athens
815 North Jackson Street
Athens, TN 37303

bainsworth@athenstn.gov
423-744-2760
423-744-2782 fax





POLICE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Jason B Garren, Deputy Chief
DATE: September 2, 2026
REF: Disposal of Surplus Firearms

The Athens Police Department has in its possession a large quantity of firearms that has been awarded to the department through court cases that are no longer of evidentiary value and a court order has been signed through the Criminal Court of McMinn County deeming these firearms to be sold or traded to a licensed law enforcement firearms dealer in exchange for in-store credit of law enforcement items. The Athens Police Department has also in its possession a large quantity of found or abandoned firearms that need to be deemed as surplus and authorized to be sold or traded to a licensed law enforcement firearms dealer. I have attached two lists to this memo identifying each firearm. The Athens Police Department is requesting the city council deem these firearms as surplus, and to allow us to exchange the firearms with Craig's Firearms at the price listed for in-store credit. Craig's Firearms currently holds the state contract for the department's duty weapons and ballistic vests that the department currently uses.

JASON B GARREN
DEPUTY CHIEF
GARREJ@ATHENSTN.GOV

815 NORTH JACKSON STREET
ATHENS, TENNESSEE 37303
(423) 744-2740

	Report Number	Report Date	Abandoned or Found	Weapon Make
179	2020-17632	12/29/2020	Found	Canik
180	2017-17528	9/9/2017	Found	RG
181	2017-19193	10/4/2017	Found	Ruger
182	2022-06484	5/19/2022	Found	Raven Arms
183	2019-5483	3/29/2019	Abandoned	Cobra
184	2023-07052	5/25/2023	Abandoned	Ruger
185	2020-12218	9/9/2020	Found	SCCY
186	2016-5405	3/18/2016	Found	FIE Corp
187	2009-13936	9/1/2022	Abandoned	Taurus
188	2022-11399	8/19/2022	Abandoned	KelTec
189	2022-04572	4/12/2022	Found	Springfield Armory
190	2020-9742	7/19/2020	Found	Taurus
191	2017-1560	1/22/2017	Found	Bryco Arms
192	2020-11606	8/27/2020	Abandoned	Iver Johnson
193	2022-00462	1/12/2022	Found	Bearman
194	2019-8215	5/18/2019	Abandoned	Beretta
195	2020-8472	6/22/2020	Found	Taurus
196	2006-6585	1/14/2021	Abandoned	Taurus
197	2011-10924	1/31/2012	Abandoned	Taurus
198	2022-02489	2/27/2022	Found	Imperial Metal
199	2023-16116	11/20/2023	Abandoned	Heritage
200	2016-4668	3/9/2016	Found	SCCY
201	2018-12350	2/25/2022	Abandoned	Ruger
202	2022-02452	2/26/2022	Abandoned	Taurus
203	2021-16816	10/19/2021	Found	Jennings
204	2021-6607	4/26/2021	Abandoned	Jennings
205	2022-14942	10/22/2022	Abandoned	Kahr
206	2018-13455	8/1/2018	Found	Davis Industries
207	2018-10053	6/8/2018	Found	Baikal
208	2022-12836	9/14/2022	Abandoned	Ruger
209	2023-11259	8/18/2023	Abandoned	Hi-Point
210	2018-12884	7/23/2018	Found	Cobra
	Report Number	Report Date	Abandoned or Found	Weapon Make
211	2019-21061	12/13/2019	Abandoned	Smith & Wesson
212	2019-7250	4/24/2019	Found	Smith & Wesson
213	2023-02114	2/15/2023	Found	Smith & Wesson
214	2018-16354	9/17/2018	Found	Browning
215	2021-9054	6/5/2021	Abandoned	Taurus
216	2018-12377	7/15/2018	Abandoned	Rossi
217	2017-3600	2/21/2017	Found	Raven Arms
218	2019-5186	3/24/2019	Found	Glock
219	2017-19222	10/5/2017	Found	Raven Arms
220	2017-11686	6/19/2017	Found	SCCY

221	2020-7760	6/7/2020	Abandoned	Ruger
222	2023-06122	5/9/2023	Found	Jimenez Arms
223	2502140	4/19/2025	Found	Smith & Wesson
224	2006-7736	6/21/2006	Found	INA
225	2020-3213	3/2/2020	Abandoned	Hi-Point
226	2024-11193	8/26/2024	Found	JC Higgins
227	2024-07527	6/12/2024	Found	Mossberg
228	2019-19776	11/18/2019	Abandoned	New England
229	2022-09667	7/19/2022	Found	Rossi
230	2019-12301	7/11/2019	Found	Remington
231	2018-21592	12/12/2018	Found	JC Higgins
232	2020-17043	12/15/2020	Abandoned	Palmetto State Armory
233	2503168	6/26/2025	Found	Charter Arms
234	2023-02851	3/1/2023	Abandoned	Mossberg
235	2016-11025	5/30/2016	Abandoned	Harrison&Richardson
236	2015-21816	11/23/2015	Abandoned	Harrison&Richardson
237	2017-12849	7/4/2017	Abandoned	CVA
238				
239				
240				
241				
242				

Weapon Model	Weapon Serial #
TP9SFX	
14	
P89	
MP-25	
FS380	
Mark IV	
CPX-2	
Titan 25	
1392905	
P3AT	
Top Slide	
PT809	
Jennings Nine	
Trailsmen 66	
BBG38	
Tomcat 32	
TX	
1703617	
44	
IMP	
Rough Rider	
CPX-2	
LC9S	
PT-22	
J-22	
J-22	
CW45	
DM-22	
IJ-70-380K	
P85MKII	
CF380	
FS380	
Weapon Model	Weapon Serial #
36	
36	
M&P Bodyguard 380	
22LR	
Millennium G2	
351	
MP-25	
42	
MP-25	
CPX-1	

LCP	
J.A. Nine	
unknown	
4853	
CF380	
1011	
500 AT	
Pardner SB1	
S201220	
870 Express	
41DLA	
PA-15	
AR-7 Explorer	
Trek	
1871	
Hunterbolt	



mattb@craigsgfirearms.com

PHONE: _____

EMAIL: garrej@athenstn.gov

Quote will be honored for 30 days.

PLEASE INCLUDE ORI/ NUMBER WITH ORDER.

TOTAL	-\$13,340.00
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- * Govt. agency prices do not include sales tax or FET where applicable
- * Prices are due and payable NET 30 days for each invoice
- * Trade-In pistols must be in good, serviceable working order
- * Deductions made if trade-ins are damaged or not as specified
- * Trade-In or exchange pistols must be complete with 3 magazines, working sights, in original box, unless otherwise noted.
- * Trade-In or exchange pistols must be turned in within 30 days after receipt of new Glock pistols, unless other arrangements have been made and approved



PUBLIC WORKS

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
Mike Keith, Finance Director

FROM: Ben Burchfield, Public Works Director

DATE: September 2, 2026

SUBJECT: Asset # 4306 4308 4319 4320 4314 4236 Replacements

Background

The Public Works Department is requesting Council approval for purchase of replacement work trucks for multiple divisions in the Department.

1. Asset #4306; F150; Street Cleaning; purchased September 2015
2. Asset #4308; F350; Street Maintenance; purchased November 2015
3. Asset #4319; F350; Street Maintenance; purchased April 2016
4. Asset #4320; F350; Street Construction; purchased April 2016
5. Assets 4314 & 4321; F250 /w dump bed; Street Cleaning; purchased February 2016
6. Asset #4326; F350; Sanitation; purchased April 2016

The Department requests procurement of replacements via statewide contract SWC-209 #88762 that include; purchase of 3x diesel Ford F550 /w rear dump beds for \$274,965.00 (\$91,655.00 ea.); a Ford F250 /w dump body for \$74,607.00, and 2x Ford F150 crew cabs for \$91,944.00 (\$45,972.00 ea.) This price includes delivery of the equipment to the Public Works facility. We anticipate receipt of the F150s immediately upon approval; the F550 and F250 chassis are MY2027 and are scheduled to be built and delivered by EOY.

After receipt of the equipment, inspection, and addition to the City's insurance coverage, assets #4306, 4308, 4319, 4320, 4314, and 4236 are to be listed as surplus and sold on GovDeals.

Action Item

Approve purchase of 6 (six) vehicles; 5 (five) from the fleet fund (3x F550, 1X F150, 1X F250) and 1 (one) vehicle (1x F150) from the sanitation fund as detailed.

Related Attachments

Quotes per Ford of Murfreesboro are attached for reference

Prepared for: Rodney Peeler

City of Athens

Prepared by: JAMES WITT

04/24/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

**2026 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)**

Price Level: 640

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$47,820.00
Options	\$2,340.00
Colors	\$0.00
Upfitting	\$1,799.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
Subtotal	\$54,754.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$54,754.00

Discount Adjustments

Discount Adjustments	-\$8,782.00
Subtotal	\$45,972.00
Total	\$45,972.00

Customer Signature_____
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rodney Peeler

City of Athens

Prepared by: JAMES WITT

04/24/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

**2026 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)**

Price Level: 640

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$47,820.00
Options	\$2,340.00
Colors	\$0.00
Upfitting	\$1,799.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
Subtotal	\$54,754.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$54,754.00

Discount Adjustments

Discount Adjustments	-\$8,782.00
Subtotal	\$45,972.00
Total	\$45,972.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rodney Peeler

City of Athens

Prepared by: JAMES WITT

07/20/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

**2027 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)**

Price Level: 715

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$53,190.00
Options	\$15,825.00
Colors	\$0.00
Upfitting	\$12,275.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
Subtotal	\$84,085.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$84,085.00

Discount Adjustments

Discount Adjustments	-\$9,478.00
Subtotal	\$74,607.00
Total	\$74,607.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rodney Peeler

City of Athens

Prepared by: JAMES WITT

07/20/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

**2027 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)**

Price Level: 715

Pricing Summary - Multiple Vehicles**Vehicle Quantity: 3****MSRP***Vehicle Pricing*

Base Vehicle Price	\$186,690.00
Options	\$43,965.00
Colors	\$0.00
Upfitting	\$62,850.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$8,385.00
Subtotal	\$301,890.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$301,890.00

Discount Adjustments

Discount Adjustments	-\$26,925.00
Subtotal	\$274,965.00
Total	\$274,965.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Rodney Peeler

City of Athens

Prepared by: JAMES WITT

07/20/2026

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

**2027 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)**

Price Level: 715

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$62,230.00
Options	\$14,655.00
Colors	\$0.00
Upfitting	\$20,950.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
Subtotal	\$100,630.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$100,630.00

Discount Adjustments

Discount Adjustments	-\$8,975.00
Subtotal	\$91,655.00
Total	\$91,655.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Request to Accept Donation of the City of Athens' First Fire Engine

The Athens Fire Department has a unique opportunity to bring an important piece of our city's history back home to Athens.

In 1925, the City of Athens purchased a 1925 American LaFrance fire engine. This truck was the first gasoline-powered fire apparatus owned and operated by the Athens Fire Department and represents an important milestone in the history of our department. This year marks the truck's 100th anniversary.

Approximately four years ago, we were contacted by an individual who had located the truck and was seeking information about its history. Our department researched our records and was able to trace the truck back to its original purchase by the City of Athens in 1925. We provided the historical information we found, and at that time, the truck was in extremely poor condition. The individuals who acquired the truck undertook an extensive restoration to return it as closely as possible to its original condition. Once the restoration was completed, the fire engine was donated to the Great Smoky Mountains Heritage Center in Townsend, Tennessee, where it was displayed for several years.

Last summer, one of our employees visited the Heritage Center specifically to see the truck and discovered that it had been removed from display and was being stored outside under a shed. The museum director indicated that the Heritage Center might eventually part ways with the truck, although no decision had been made at that time. After discussing the situation with the City Manager, I contacted the Heritage Center and expressed our interest in the truck should they ever decide to remove it from their collection. They were very receptive and excited about the possibility of returning the fire engine to Athens.

Nearly a year passed without any additional communication. Last month, one of our employees visited the Heritage Center and noticed that the truck was still being stored there. I reached out to our point of contact to check on its status.

We were extremely pleased to learn that the Heritage Center's Board had recently voted unanimously to donate the 1925 American LaFrance back to its original owner, the City of Athens, Tennessee. The Heritage Center is willing to donate the fire engine to the Athens Fire Department through a certificate of donation, contingent upon approval by the Athens City Council.

BRANDON AINSWORTH
FIRE CHIEF
BAINSWORTH@ATHENSTN.GOV

815 NORTH JACKSON STREET
ATHENS, TENNESSEE 37303
(423) 744-2760



Our staff is excited about the opportunity to bring this remarkable piece of Athens history home, especially as it celebrates its 100th anniversary. Many fire departments throughout our area have made a commitment to preserving their historic apparatus, and we believe this truck deserves to be preserved in the community where its service began.

If accepted, we envision using the fire engine as a ceremonial and public relations piece for the Athens Fire Department. It could be displayed at community events, fire prevention activities, parades, department celebrations, and other special occasions, allowing future generations to see and appreciate a tangible piece of our city's history.

This is more than an antique fire truck. It is the first fire engine purchased by the City of Athens, a piece of our department's heritage, and a direct connection to the firefighters who served this community a century ago.

I respectfully request City Council's approval to accept the donation of the 1925 American LaFrance fire engine and bring this 100-year-old piece of Athens history back home where it belongs.

BRANDON AINSWORTH
FIRE CHIEF
BAINSWORTH@ATHENSTN.GOV

815 NORTH JACKSON STREET
ATHENS, TENNESSEE 37303
(423) 744-2760



RESOLUTION NO. 2026-24

A RESOLUTION OF THE CITY OF ATHENS, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF THE DONATION OF A 1925 AMERICAN LAFRANCE FIRE TRUCK FROM THE GREAT SMOKY MOUNTAINS HERITAGE CENTER AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSFER

WHEREAS, the Great Smoky Mountains Heritage Center in Townsend, Tennessee, has offered to donate and transfer to the City of Athens a historic 1925 American LaFrance fire truck formerly associated with the Athens Fire Department; and

WHEREAS, the City Council desires to accept the fire truck and authorize the actions necessary to complete its transfer to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE, AS FOLLOWS:

SECTION 1.

The City Council hereby accepts the donation and transfer of the 1925 American LaFrance fire truck from the Great Smoky Mountains Heritage Center to the City of Athens.

SECTION 2.

The City Manager and other appropriate City officials are hereby authorized, as necessary, to execute any bill of sale, title document, transfer form, acknowledgment, or other documentation necessary to complete the transfer and to take all reasonable administrative actions necessary to carry out this Resolution.

SECTION 3.

The City Manager and other appropriate City officials are further authorized to arrange for transportation and delivery of the fire truck and to pay reasonable and necessary transportation, title, insurance, or related expenses from available appropriated funds.

SECTION 4.

This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **15th** day of **September, 2026**.

ATTEST:

Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: September 8, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Citizen Comments

Overview

The purpose of this memorandum is to provide an overview of the current Tennessee law governing public comment at meetings of local governing bodies and to identify issues for consideration as the City Council reviews its Order of Business and Public Comment Rules.

Tennessee Code Annotated § 8-44-112

The 2026 change was made by Public Chapter 620, which amended § 8-44-112 to require local governing bodies to allow comment not only on agenda items, but also on any matter within the jurisdiction of the local governing body, even if it is not on the agenda.

Public Comment Rules

Council does not necessarily have to change the current Order of Business. It may retain the existing two-period public comment format and revise only the rules governing those periods. T.C.A. § 8-44-112 allows Council to establish reasonable procedures and restrictions for public comment.

Therefore, Council could also separately consider revisions to the Public Comment Rules, including:

- the individual time limit for each speaker;
- whether to establish an overall time limit for the public comment period(s);
- when, or whether, speakers must sign in prior to the meeting;
- whether a speaker may participate in both public comment periods;
- whether repetitive comments by the same speaker may be limited;
- clarification that public comment is an opportunity to address Council and is not intended to be a question-and-answer or debate period;
- revisions to existing provisions concerning the use of names, personal criticism, requirements for “respectful” speech, pending or previous litigation, and participation by nonresidents; and
- clarification of the Mayor’s authority as presiding officer to address actual disruption, failure to follow established procedural rules, or other conduct that interferes with the orderly conduct of the meeting.

Order of Business

There are numerous ways Council could structure the public comment period while remaining consistent with T.C.A. § 8-44-112. However, the following two options may be the most practical for Athens because they either preserve the City's existing meeting format or simplify it without reducing the public's opportunity to comment.

Option 1 – Retain the Current Two Public Comment Periods

Council may retain the existing structure with Public Comment Germane to the Agenda before Council considers business and a broader Public Comment period near the end of the meeting for any matter within the jurisdiction of the Athens City Council. This structure is consistent with the City's current rules and allows citizens to address pending agenda items before Council acts while preserving an opportunity to raise other City-related matters.

Option 2 – One Combined Public Comment Period

Council may combine the two periods into a single Public Comment period before Council considers business. During this period, members of the public could comment on agenda items or any other matter germane to the jurisdiction of the Athens City Council. This option would simplify the meeting structure and eliminate the need to distinguish between agenda-related and general comments. T.C.A. § 8-44-112 requires both types of comments to be permitted but does not prescribe where the comment period must appear in the meeting.

Note: If Council requests any changes to the Order of Business, those changes will require adoption by ordinance.



City Council

Citizen Comment Rules

Citizens may make comments at city council meetings where actionable items are on the agenda as required by state law, § 8-44-112. Two opportunities exist for citizens to comment during the meetings. 1) During **Citizens Comments Germane to the Agenda** when citizens may speak only to specific agenda items and 2) During **Citizens Comments** when citizens may speak on any subject the city has authority over.

The Public Comment Rules are set forth as follows:

1. Each speaker must give notice of their intent to speak by completing the sign-in form at the entrance of the Council Chambers prior to the commencement of the public meeting.
2. Each speaker is granted three (3) minutes to make their comments; time may not be yielded to others.
3. Time will begin after the speaker states their name and address, for the record. The Mayor may allow non-city residents to speak but is not compelled to do so.
4. Each speaker is expected to speak from the podium (not from the audience) in a civil, non-argumentative, and respectful manner. The speaker shall not be permitted to use any vulgar or obscene language.
5. Each speaker is expected to address their comments to the Mayor. The speaker shall not direct questions to the council members, staff, or audience. The speaker shall not refer to any person by name, make attacks or denigrate others.
6. The Mayor may acknowledge the comment has been heard. Neither council members nor staff shall address or respond to the speaker during the three (3) minute comment period.
7. The speaker may not address the Council on matters which are not under the authority of the Council, and which are regulated by other governmental bodies or agencies.
8. The speaker shall not speak to any previous or pending litigation unless it is on the agenda.
9. The Mayor may interrupt or call out of order anyone who breaks these rules. Any deviation from these rules will result in a warning without loss of time. If a speaker continues to violate these rules, they will be interrupted and shall lose the remaining time.

Disorderly Conduct or Disrupting a Public Meeting is Prohibited.

(Tenn. Code Ann. § 39-17-305 § 39-17-306)

Citizens are not required to attend a city council meeting to make a request or comment.

Document:**Tenn. Code Ann. § 8-44-112**[< Previous](#)[Next >](#)**Tenn. Code Ann. § 8-44-112**[Copy Citation](#)

Current through the 2026 Regular Session and the 2026 2nd Extraordinary Session.

[Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS](#) [Title 8 Public Officers And Employees](#) [Chapter 44 Public Meetings](#) [Part 1 General Provisions](#)

8-44-112. Reserved period for public comment — Reasonable restrictions allowed — Notice to public commenters — Applicability.**(a)**

(1) A governing body shall, for each public meeting, reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting.

(2)

(A) A local governing body shall, for each public meeting, reserve a period for public comment to provide the public with the opportunity to comment:

(i) On matters that are germane to the items on the agenda for the meeting; and

(ii) On any matter that is germane to the jurisdiction of the local governing body, regardless of whether such matter is an item on the agenda for the meeting.

(B) As used in this subdivision (a)(2), "local governing body" means the governing body of an incorporated city or town, county, metropolitan government, school district, regional authority, or other political subdivision of this state other than a state governmental agency or entity.

(b) The governing body may put reasonable restrictions on the period for public comment, such as the length of the period, the number of speakers, and the length of time that each speaker will be allowed to provide comment. The governing body may require a person to give notice in advance of the desire to offer comments at a meeting. The governing body shall take all practicable steps to ensure that opposing viewpoints are represented fairly, if any.

(c) A notice for a public meeting shall indicate the manner in which a person may indicate the person's desire to provide public comment at the meeting.

(d) This section does not apply to:

(1) A meeting of a governing body, or a portion thereof, where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body; or

(2) A meeting for which there are no actionable items on the agenda.

History

Acts 2023, ch. 300, § 1; 2026, ch. 620, § 1.

TENNESSEE CODE ANNOTATED

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MEMORANDUM

To: Bridget Roberts, Interim City Manager
From: Angela Robbins, Purchasing Assistant/Risk Manager
Date: September 4, 2026
Re: City Hall Mold Remediation Proposal

After receiving EnviroMavens' environmental assessment of City Hall, they advised that remediation of a building this size would likely be costly. I began researching qualified remediation contractors and identified Hughes Environmental through Sourcewell. Use of Sourcewell Master Agreement No. 031125 allows the City to obtain these services through a cooperative purchasing contract without conducting a separate competitive bid process.

Hughes Environmental's proposal provides an estimated total of \$30,592.08. The proposal assumes work will be performed using 8- and 10-foot ladders; however, a lift will be required in the Council Chambers and lift rental will be an additional charge. The proposal also states that any additional personal protective equipment required will result in additional charges.

Therefore, I recommend authorizing the proposal amount of \$30,592.08 plus a 10% contingency of \$3,059.21 for lift rental, additional PPE, and other project incidentals, for a total amount not to exceed \$33,651.29.



CLEANING PROPOSAL

QUOTATION #20260904-121851074

Issued

September 4, 2026

Expires

October 3, 2026

Prepared By:

Hughes Environmental

908 South 8th Street, Suite 500,
Louisville, KY 40203

Kayli Dempster
kdempster@hughesenv.com
5023714125

Prepared for:

Angela Robbins
Purchasing Assistant
arobbins@athenstn.gov
423-744-2780

SOURCEWELL MEMBER ID 26649



FACILITY CLEANING PROPOSAL

Hughes Environmental, Inc. ("Hughes") is pleased to submit the following proposal ("Proposal") to City of Athens ("Customer") for the cleaning of the Customer's Surfaces ("Surfaces"):

1. SERVICES TO BE PROVIDED

Based on square footage, a facilities tour, and other information provided to Hughes, Hughes agrees to provide the following cleaning services with respect to the Customer's surfaces, as defined in Section 5 (collectively "Services"):

- A. Use its commercially reasonable efforts to perform work on Surfaces as defined in Section 4.
 - I. Cleaning will be performed as outlined in Section 5
 - II. No scraping or wire brushing will be performed. Staining will not be removed.
- B. If applicable, high surfaces will be accessed via ladders or man-lifts (See Pricing and Terms and Conditions). Scaffolding is excluded. Areas not accessible for any reason (e.g. fixed objects such as equipment prohibiting access) will be accessed using commercially reasonable efforts by Hughes' technicians with extension poles.
- C. A surface will be considered cleaned based on the standards set forth by NADCA, in their publication ACR: The NADCA Standard for Assessment; cleaning and Restoration of HVAC Systems 2013, and section 5.2 of that publication states "surface is considered visibly clean when it is free from non-adhered substances and debris. If a component is visibly clean then no further cleanliness verification methods are required".

*Moveable objects will be moved to facilitate the cleaning process and then placed back in original position after cleaning. Any objects with gas lines or hard wiring attached to them will not be moved during the cleaning process.

2. SCOPE OF SERVICES

Customer acknowledges that the scope of the Cleaning Services to be performed by Hughes is limited to those described in Sections 1-6 of this Proposal. Except as otherwise specifically provided in such Sections, Hughes is not being retained to provide any testing or any other services with respect to the dust, debris, or any other contaminants in customer's facility. The purpose of the Certification Report to be delivered by Hughes is to demonstrate the level of clean as of the date of such Certification Report, and is not intended to constitute a warranty as to the continued cleanliness of the area where cleaning services were performed.

3. HUGHES PERSONNEL

Hughes Project Managers and technicians will be equipped with the following Personal Protective Equipment (PPE) during the cleaning process. If additional PPE is required, additional charges will apply.

1. Safety glasses and gloves will be worn,
2. Safety harness and lanyards will be employed when using high-reach equipment.
3. Beam Clamps
4. Hard hats, ear-protection, and steel-toe boots will be worn in factory settings.
5. Hearing Protection (ear plugs)
6. N95 ½ Mask Respirators
7. Hughes' Project Managers performing Cleaning Services will have at minimum OSHA 10-Hour training; some will have completed OSHA 30-Hour training.

4. REPORT

On conclusion of the performance of the cleaning services, Hughes will provide Customer with a report, which is intended to provide Customer evidence of Cleaning Service and could be submitted to applicable agencies for review, such as the Customer's Insurance carrier, OSHA Inspectors, and other safety auditors. The report shall include, if permitted, digital photographs of a representative portion of the areas cleaned to demonstrate the success of the cleaning services.

5. AREAS TO BE CLEANED

The following "surfaces" are included in this one-time cleaning service for the customer's facility located at, , .

SOURCEWELL MASTER AGREEMENT NUMBER 031125

CUSTOMER SOURCEWELL MEMBER ID: 26649

The following surfaces are included in a one-time cleaning at the customer's facility located at 815 N. Jackson St. | Athens, TN 37303.

Hughes will clean the ceiling cavity above the ceiling tiles via contact vacuuming to remove accessible dry and loose debris, cobwebs, within a roughly 16,000 square foot area. Hughes will then spray the area with an EnviroCON or Foster First Defense 40-80 or equal to accessible non porous surfaces after vacuuming. SDS can be provided upon request. If any ceiling tiles need replaced, customer must provide. Customer is responsible for all disposals

All work will be done off 8'-10' ladders. If Lifts and/or Scaffolding are required, then additional charges will apply.

Pricing excludes any Testing and/or Air Monitoring and Excludes Building negative Pressure Containments. Customer acknowledges and agrees that the inherent nature of Customer's business affects the cleanliness of all areas, including without limitation those areas where cleaning services are performed. Hughes offers no warranty express

or implied, as to the continued cleanliness of the area where cleaning services were performed and there are no guarantees associated with this project/proposal. Hughes will not be held responsible or liable for any air sampling, surface sampling, or any other sampling method performed after the cleaning that are viewed, or interpreted as unacceptable by customer, Client, the testing firm, or by any other company, organization, or individual.

Please note, ductwork/HVAC Systems can be internally cleaned at an additional charge.

6: SERVICES

Service	Quantity	Unit price	Price
ENVIRONMENTAL CLEANING CREW LEADER (HOURLY RATE: CONTIGUOUS US)	80	\$107.50	\$8,600.00
ENVIRONMENTAL TECHNICIAN (HOURLY RATE: CONTIGUOUS US)	240	\$91.38	\$21,931.20
Daily Consumables	10	\$250.00	\$2,500.00
Equipment Rental - Cost plus 25% (Lifts, Large Compressors to operate vacuums, etc.)	1	\$0.00	\$0.00
Apply EnviroCON to nonporus surfaces after cleaning	16,000	\$0.06	\$960.00

One-time subtotal	\$33,991.20
Sourcewell Discount	-\$3,399.12
	10.0% discount
Estimated Total	\$30,592.08
Estimated Total contract value	\$30,592.08

Once we receive a signed proposal, purchase order, or notice to proceed, Hughes will conduct a credit evaluation using the credit report provided by Allianz Trade. Depending on the results of this evaluation, a deposit may be necessary before we can begin mobilizing. We will inform you of any required deposits before scheduling your work.

****Projects with compressed timelines may be subject to an Expedited Service Fee. An Invoice will be issued for 25% of the Estimated Total upon Scheduling the project for mobilization and procurement of supplies, materials and/or equipment rentals. Remaining invoices will be issued monthly based on the percentage of work completed in a month. All invoices are due Net 10 from date thereof.**

1. **Price Estimate: The above price(s) is only an estimate for budgetary and planning purposes, and not a fixed or guaranteed price(s) to complete project(s). If applicable, sales tax will be added to the total cost of the project.**
 - A. Upon completion of the project, Hughes will invoice customer at minimum for the estimated total(s) outlined above and/or for the purchase order amount(s). Progress bills will be issued monthly for the percentage of work completed.
 - B. Hughes does not guarantee all work can be completed for the estimated total(s) outlined above and/or for the purchase order amount(s). If the project takes longer than estimate(s) above and/or if Hughes must go over the purchase order amount(s) to complete the project, Hughes will seek customer's approval for additional work and/or additional charges as outlined in above pricing prior to proceeding.
2. **Customer Required Training:** Time spent by Hughes personnel obtaining required training for this project (e.g. TWIC) is excluded in hours outlined above and will be billed at hourly rates outlined above if required.
3. **Hughes offers no warranty express or implied, as to the continued cleanliness of the area where services were performed and there are no guarantees associated with this project/proposal. Hughes will not be held responsible or liable for any air sampling, surface sampling, or any other sampling method**

performed after the services that are viewed, or interpreted as unacceptable by customer, Client, the testing firm, or by any other company, organization, or individual.

4. **Weekend and Holiday Work:** Above Price is based on Weekday Work. All Work performed on the weekend will be charged at time and a half (1.5) labor rate. All work performed on Holidays will be charged at double time (2) labor rate. The following days are included in Holiday Pay: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas Eve, and Christmas.
5. **Standard Pricing:** Prices above valid for January, February, March, April, May, June, August, September, October and November.
6. **Non-Standard Pricing:** If work is performed in July or December all prices, for the exception of equipment rental will be charged at a 15% Premium.
7. **Invoicing:** If a project is performed during standard and non-standard months, the project will be invoiced on a pro-rata basis based on the portions of work performed in a "Standard Pricing Month" and "Non-Standard Pricing Month"
8. **Final Invoice:** The above rates, hours worked, days on the job site, equipment rental, and any other charges applicable with the project will be invoiced. Cleaning technique, personnel assigned to the project, and other factors will not impact the final invoiced amount.
9. **Disposal:** Customer is responsible for all disposals.
10. **Additional Terms and Conditions:** Please review the attached "Terms and Conditions" for all terms and conditions that apply to this proposal.
11. If this Proposal is acceptable to Customer, then please execute it where indicated below or issue a purchase order, in which event this Proposal shall constitute the binding agreement between Customer and Hughes. Thank you for allowing Hughes Environmental the opportunity to submit this Proposal, and we look forward to having the opportunity to work with the staff of the Customer.

TERMS AND CONDITIONS

The terms and conditions attached hereto are incorporated herein by reference:

1. Permits. If a permit is required for any Service in the Proposal, it is the sole responsibility of the Customer to secure the permit. Customer agrees to hold HUGHES harmless from and against any loss or damages (including attorney's fees) ("Damages") incurred by HUGHES as a result of Customer's failure to obtain any such permits.

10. Warranty.

(a) Customer acknowledges and agrees that the inherent risk of Customer's business affects the cleanliness of all areas, including without limitation those areas where cleaning services are performed. Hughes offers no warranty express or implied, as to the continued

2. Codes and Regulations. The Customer must make HUGHES aware of any codes or regulations in place by any authority, including without limitation government and accreditation authorities, having jurisdiction over Customer or its facilities that could impact the Services provided by HUGHES hereunder ("AHJ") (such as OSHA, the Customer's local fire protection agencies, and the Customer's insurance company). Customer agrees to hold HUGHES harmless from and against any Damages incurred by HUGHES as a result of any variances from any AHJ requirements if not informed of such requirements by the Customer.

3. Complete Agreement. This Proposal constitutes the complete agreement between Customer and HUGHES and supersedes any and all prior or contemporaneous negotiations or agreements with respect to the subject matter hereof, and may not be otherwise deemed modified or amended except in a writing signed by the parties hereto. Without limiting the generality of the foregoing, no additional, different or contradictory provisions contained in Customer's purchase order or other forms shall be construed to amend or otherwise modify the terms of this Proposal, or otherwise accepted in writing by HUGHES, and such additional, different and contradictory terms are hereby rejected and objected to.

4. Confidential Information. This Proposal represents confidential information of HUGHES ("Confidential Information"). The Confidential Information will remain the exclusive property of HUGHES and will only be used by the Customer for the purpose of evaluating the Proposal. The Customer will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to HUGHES or any of its affiliates or subsidiaries. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Customer in this Proposal will survive the expiration or termination of this Proposal.

5. Cancellation Policy: A five percent (5%) cancellation fee will apply if a contract has been signed by customer or a purchase order has been issued for the project by the customer. If a project has been scheduled the customer must provide HUGHES a minimum of three (3) business days' notice for cancellation of the project or if the project needs to be rescheduled. If the three (3) business day notice is not provided a ten percent (10%) rescheduling fee will be apply in addition to the five-percent (5%) cancellation fee. If the project is rescheduled but not cancelled only the ten-percent (10%) rescheduling fee will be applied. In the event a project has been cancelled by the customer and project specific materials have been ordered a five-percent (5%) restocking fee will apply in addition to the cancellation fee.

6. Insurance. Price is valid for the current insurance held by HUGHES; current certificate of insurance with coverage(s) and limits is available to customer upon request. Price excludes HUGHES providing any bonds.

7. Equipment rental (e.g. High Reach Equipment AND air compressors to operate vacuums). Prices and rates in Sections 5 & 6 excludes any high reach equipment (e.g. lifts/scaffolding) needed to access equipment for cleaning purposes and excludes any compressors needed to operate air vacuums (if customer has adequate factory air available, a compressor will not be necessary). All pricing is based on work being performed from 6'-8' ladder. Additional high-reach equipment can be rented at an additional charge. Hughes will invoice customer monthly for all high reach equipment and compressors (as well as associated fuel costs) rented by Hughes necessary to complete the work outlined in Sections 5 & 6 above. The equipment rental invoice will reflect all costs of the equipment rental and equipment fuel costs paid by Hughes plus 25%. Hughes will provide customer copies of all equipment rental invoices and fuel receipts to show all charges to Hughes.

8. Wage Rates. Price is based on HUGHES using its standard wage rates on this project. If HUGHES is required to pay wage rates higher than their standard wage rates, the price will be increased.

9. Sales Tax. Price excludes all federal, state, and local sales tax.

cleanliness of the area where cleaning services were performed and there are no guarantees associated with this project/proposal. Hug will not be held responsible or liable for any air sampling, surface sampling, or any other sampling method performed after the clean that are viewed, or interpreted as unacceptable by customer, Client testing firm, or by any other company, organization, or individual.

(b) Notwithstanding any other provision of this proposal to contrary, Hughes makes no other express warranties and hereby disclaims all implied warranties of any kind whatsoever including without limitation any implied warranty of merchantability or fitness for particular purpose or compliance with any law, regulation, specific or contract.

(c) Notwithstanding any other provision of this proposal to contrary, in no event shall HUGHES be liable for any indirect, incidental or consequential damages of any nature whatsoever, including without limitation lost profits.

11. Payment Terms. Customer will pay all invoices net 10 days from thereof. Projects will be progressed billed monthly. Past due invoice accrues interest at a rate of 18% per annum. Hughes will not perform work if due monies over \$100,000.00

12. Electrical Power, Water Sources, Disposal. Customer will provide Hughes with adequate power sources as well as adequate lighting and water sources needed to perform the work. Customer shall provide Hughes means of disposing of waste and water (if applicable) captured during the cleaning process. If Hughes is required to dispose of the waste and/or water, additional charges will apply.

13. Weekend and Holiday Work. For work performed on the week and following days: New Year's Day, Easter, Memorial Day, July 4th, Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, will be charged at a higher rate. A Hughes representative will provide the customer the price differential for any work performed these work days.

14. Trip Charges/Minimum Charge. If Project is split up into multiple phases, additional trip charges may apply. Invoice will reflect a minimum charge for labor as outlined in Sections 5 & 6, in addition to other charges and equipment rentals + 25%. Please note that if the day of work is performed on a weekend or a holiday there will also be an additional minimum charge of eight (8) hours of labor for each member of the crew at the applicable hourly rate.

15. Expiration Date. This proposal is valid for 90 Days from date of proposal.

16. Credit Card Payments. If customer chooses to pay via credit card, a processing fee will be added to the invoice.

17. Non-Solicitation Clause. Customer acknowledges the significant economic interest Hughes has in retaining its employees in terms of costs associated with training new employees and the potential loss of confidential information, therefore, during the term of this Agreement and for two years thereafter, Customer, on its own behalf or in the interest of or on behalf of others, shall not induce any officer, director, or employee to leave Hughes. Customer further acknowledges that monetary damages would not be sufficient remedy for breaching this provision of the Agreement, therefore Hughes shall be entitled to injunctive relief should Customer breach this provision of the Agreement.

Project Acceptance

SIGNATURE

In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions (hereinafter the "Agreement"). Any changes requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

Please See Attached Items for Coverage Detail. Proposal pricing effective for 90 days. Payment may be made by Check or Credit Card. If work under this agreement is tax exempt, customer must provide tax exempt certificate.

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Angela Robbins
arobbins@athenstn.gov





HUMAN RESOURCES MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Nina Edmonds, HR Director
RE: Employee Handbook Revision
DATE: August 5, 2026

This memorandum is submitted to present revisions to the City's Employee Handbook for review and consideration by the City Council. The updates reflect a comprehensive review of existing policies to ensure continued compliance with applicable laws and regulations, clarify current practices, and align the handbook with the City's operational needs and organizational values under the supervision of the City Manager.

The proposed revisions, additions, and recommended deletions are outlined in the accompanying summary to clearly identify where changes have been made and the nature of those changes. This format is intended to provide transparency, facilitate review, and allow for efficient discussion by highlighting updates that address risk management considerations, legal compliance, and consistency in the application of personnel policies across departments.

Upon review and approval by the City Council, the revised Employee Handbook will be finalized and distributed to all employees. The Human Resources Department will also conduct informational meetings to review the updates, explain all substantive changes, and ensure employees have an opportunity to ask questions and understand the revised policies. Employees will be required to sign an acknowledgement that they have received the updated handbook.

Summary of Revisions to Employee Handbook 2026

	layout of handbook changed	employee handbook and administrative policies are combined into one document
	Athenian Oath	removed
	Table of Contents	updated
	Introduction	updated
Pages 8-10	Definitions	added and updated
Page 15	Interim Pay Provisions	added
Page 16-17	Longevity Pay Plan	added and updated-no pro rata payment upon resignation, retirement or termination
Page 18	Recruitment and Employment-Selection	added Human Resources Department and revised sentence for clarity
Page 19	EEO Statement and ADA policy	moved to page 19 for clarity and subject matter alignment
Page 23	Trial employment period	changed to 90 day period per review by MTAS and PEP.
Page 23-24	Demotions-Voluntary downward movement	added explanation at end of paragraph
Pages 28-77	City Administrative Policies	added to handbook per new layout
Pages 28-30	Sexual Harassment policy	updated Reporting and Investigation of Sexual Harassment Complaints
Pages 32-40	Workplace Harassment policy	updated Reporting and Investigating Complaints
Page 44	Social Media Policy	added to handbook
Page 49	Drug and Alcohol Testing Policy	updated entire policy to bring it up to current standards for testing
Page 79	Break Time for Nursing Mothers	added to handbook
Page 80	Remote Work Policy	added to handbook
Page 81	Inclement Weather Policy	added to handbook
Page 89	Military Reservist Leave	updated to comply with TCA 8-33-101
Page 89	Civil Leave	changed Civil Leave to Jury Duty
Page 92	Paid Parental Leave	added to handbook
Page 92	Tennessee Maternity/Paternity Leave Act	added to handbook
Page 95	Authority to Discipline	updated
Pages 95-96	Unsatisfactory Job Performance Defined	added back to handbook for clarity and understanding
Pages 96	Detrimental Personal Conduct Defined	added back to handbook for clarity and understanding
Page 97	Dismissal	updated to add HR review of dismissal decision and provides City Manager with final decision making through name clearing hearing
Page 100	Personnel Actions	added "assisted by the Human Resources Director"
Page 100	Disclosure of Employee Records	change back to Human Resources Director