



ATHENS CITY COUNCIL REGULAR SESSION AGENDA

Tuesday, April 15, 2025, 6:00pm

**Athens Municipal Building
Burkett L. Witt Council Chambers**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

(1 – 8) A. Tuesday, March 18, 2025 - Regular Session

VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS

A. Athens City Middle School – Assistant Principal Dr. Trey Ivins

B. VIVID Award – Shelia & the late Dan Chesanow

C. Proclamation – Day of Prayer

VII. CITIZENS COMMENTS GERMANE TO THE AGENDA

VIII. CONSENT AGENDA

(9 - 21) A. Approve Memorandum of Agreement between City of Athens and NoogaLights, LLC and award RFP 25-04 to NoogaLights, LLC (option 3) for Christmas Lights Show at Athens Regional Park

(22 – 28) B. Approve the Contract between the City of Athens and Total Lawn Care and award RFB 25-05 to Total Lawn Care for Mowing and Maintenance of Three City-Owned Cemeteries

(29 – 47) C. Approve the Construction Phase Design Service Agreement between City of Athens and Gresham Smith Engineers to Design, Assist in Bidding, and Provide Construction Administration for the ARP funded Stormwater Project.

IX. ORDINANCES

X. OLD BUSINESS

- (48 – 50)
- A. Discussion of City Hall
 - B. Approval of Legal Settlement

XI. NEW BUSINESS

- (51 – 69)
- A. Amend City Code 8-52 (1) *“Number of licenses. The number of local liquor store privilege licenses issued within the city shall be limited to two (2).”*

Unless City Council decides to keep the limit of retail liquor stores allowed within the city limits to two (2), one of the following Ordinances will have its first reading.

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE TO AMEND TITLE 8, CHAPTER II OF THE ATHENS CITY CODE TO REMOVE THE NUMERICAL LIMIT ON LIQUOR STORE LICENSES

or

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE TO AMEND TITLE 8, CHAPTER II OF THE ATHENS CITY CODE TO INCREASE THE LIMIT ON LOCAL LIQUOR STORE PRIVILEGE LICENSES

- (70 – 81)
- B. Disposing of a House and Property at Regional Park
RESOLUTION NO. 2025-10
A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 2201 DECATUR PIKE, LOT 1, AS SURPLUS TO THE NEEDS OF THE CITY OF ATHENS AND AUTHORIZING ITS DISPOSAL
 - C. Reappoint David Passmore to Board of Adjustment & Appeals (term will expire April 2030)
 - D. Reappoint Charles Byrd to the Tax Equalization Board (term will expire April 2027)
 - E. Fill the unexpired term of Janice Hardaway (expiring August 2025) on the Athens Regional Planning Commission

XII. REPORTS

- (82 – 91)
- A. Finance Department Monthly Report
Director of Finance, Mike Keith
- (92 – 95)
- B. Fire Department Monthly Report
Fire Chief, Brandon Ainsworth
- (96 – 99)
- C. Police Department Monthly Report
Police Chief, Fred Schultz

XIII. REPORT FROM THE CITY MANAGER

- (100 – 110)
- A. Program of Work
City Manager, Randall Dowling

XIV. CITIZENS COMMENTS

XV. ADJOURNMENT



ATHENS CITY COUNCIL MINUTES OF REGULAR SESSION

The Athens City Council met in regular session on **Tuesday, March 18, 2025**, at 6:00 p.m. in the Athens City Hall Council Chambers with Mayor Eaton presiding. Vice Mayor Curtis led the invocation. Councilmember Duggan led the Pledge of Allegiance.

Roll call:

PRESENT: Duggan, Pelley, Sherlin, Curtis, Eaton

ABSENT:

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

-1-

APPROVAL OF MINUTES

Councilmember Pelley moved to approve the minutes of Tuesday, February 18, 2025 – Regular Session and Thursday, February 27, 2025 - Called Session; Councilmember Duggan seconded.

Minutes approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

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COMMUNICATIONS AND SPECIAL PRESENTATIONS

A. Tennessee Wesleyan University Board of Trustees

- i. Resolution of Appreciation for the City of Athens for November 2024 & February 2025

-3-

CITIZEN'S COMMENTS GERMANE TO THE AGENDA

- David Tomford - splash pad at Cook Park
- Linda Long - splash pad at Cook Park
- Charlie Senn - splash pad at Cook Park
- Glenn Whiting -asked if the city went through the correct bid process for the purchase of the leaf vacuum machine.
- Tyler Boyd - new city hall
- James Jacobs - skate park

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CONSENT AGENDA

- A. Approve Purchase of Replacement Leaf Vacuum Machine from Jet-Vac Equipment Company, LLC through Sourcewell Purchasing Cooperative for a total cost of \$146,000 and declare the existing Old Dominion model as surplus and dispose of through Govdeals.com
- B. Approve Service Agreement and Proposal from Kimley Horn and Associates, Inc for development of a Traffic Signal Retiming Plan for I-75 Exit 49 Decatur Pike Corridor for a fee of \$34,600
- C. Approve contract and quote of \$127,800 from Kimley Horn and Associates, Inc. for RFQ 24-08 for Preliminary Design, Environmental Clearances, and Data Collection for Historic Downtown Street Improvements at Five Intersections on Green Street
- D. Approve Memorandum of Agreement Between City of Athens and McMinn Regional Humane Society
- E. Approve Resolution 2025-05
A RESOLUTION AUTHORIZING THE SUBMISSION
OF GRANT APPLICATION THROUGH
THE TENNESSEE HIGHWAY SAFETY OFFICE (THSO)
- F. Approve Resolution 2025-06
A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE
TO APPLY FOR THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FOR TRAFFIC AND PEDESTRIAN SAFETY IMPROVEMENTS ON N. JACKSON ST., N.
WHITE ST. AND IMPROVEMENTS TO KNIGHT PARK
- G. Approve Resolution 2025-07
A RESOLUTION ADOPTING THE CITY OF ATHENS
SAFETY ACTION PLAN AND ITS SAFETY TARGETS
- H. Approve Resolution 2025-08
A RESOLUTION DESIGNATING APRIL AS
FAIR HOUSING MONTH IN THE CITY OF ATHENS
- I. Approve Resolution 2025-09
A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT
FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MODERNIZATION PROGRAM (TSMP)
- J. Approve Contribution of \$650,000 from reserve funds to the Pension Trust Fund

Vice Mayor Curtis moved to approve all consent agenda items; Councilmember Duggan seconded. No discussion.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

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ORDINANCES

- A. Second Reading, Public Hearing, and Adoption of Ordinance 1137
Recodification of Athens City Code

ORDINANCE NO. 1137:

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF ATHENS, TENNESSEE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Mayor Eaton opened the Public Hearing, no discussion, Public Hearing closed.

Vice Mayor Curtis moved to approve Ordinance No. 1137; Councilmember Duggan seconded.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

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- B. Second Reading, Public Hearing, and Adoption of Ordinance 1138
Updating the City's MS4 Stormwater Ordinance for Compliance

ORDINANCE NO. 1138:

AN ORDINANCE AMENDING TITLE 14 ENTITLED 'ZONING AND LAND USE CONTROL' BY AMENDING CHAPTER 5 OF THE ATHENS MUNICIPAL CODE TO AMEND THE STORMWATER MANAGEMENT ORDINANCE.

Mayor Eaton opened the Public Hearing, no discussion, Public Hearing closed

Councilmember Duggan moved to approve Ordinance No. 1137; Vice Mayor Curtis seconded.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

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OLD BUSINESS

A. Discussion of City Hall

Councilmember Sherlin moved to cease all discussion on both buildings being considered for the new City Hall; Councilmember Pelley seconded. No discussion.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin

NAYS: Curtis, Eaton

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NEW BUSINESS

- A. Bid Award for RFB 25-03 of Mowing and Maintenance of City Parks and other Properties Including Alternate #1 (Adding Regional Park)
Huggins Lawn Care - \$2,950 per cut for 29 properties

Councilmember Pelley moved to approve; Vice Mayor Curtis seconded. No discussion.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS:

-9-

- B. Cost Sharing with the Athens City Board of Education to Acquire and Install a New Playground
Approximate city share - \$35,000

Councilmember Pelley moved to approve; Vice Mayor Curtis seconded. No discussion.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Curtis, Eaton

NAYS: Sherlin

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- C. Discussion of Contributing \$1,000,000 to the Athens City Board of Education for Westside School Improvements and cancelling the 1984 Funding Agreement

Councilmember Pelley moved to approve the contribution of \$1,000,000 per the Finance Director's suggestion and to make no changes to the original contract; Vice Mayor Curtis seconded.

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Discussion began with City Manager Dowling explaining that an agreement between the City and the City Board of Education was approved in August 2020 regarding the new city school construction project and how the savings from the school consolidation would fund the annual debt payments. Currently, the city Board of Education pays the city \$700,000 per year to go toward debt payments for the new schools. During the joint quarterly meeting conducted on February 24, 2025, the school board requested a reduction in the annual debt payment amount. Their rationale is that since the city schools have taken back Westside, they need additional funds for utility costs and to update that facility such as new doors, ceiling tiles, glass, new fire panel, water fountains, replacement HVAC system, new roof, and future cost including fire sprinkler system, furniture, and equipment. The school's request is a reduction of \$250,000 from \$700,000 to \$450,000 per year.

City Manager Dowling also summarized the memo from City of Athens Finance Director. The memo offers a solution of giving the city schools \$500,000 that they gave the city during June 2023 to go toward building the new schools and an additional \$500,000 from the Capital Improvement Fund that has been held in reserves since 2016 for future funding of school debt. The \$1,000,000 would cover about four years of the \$250,000 request without any amendments to the original contract. City Manager Dowling noted that the situation can be reevaluated in four (4) years to determine future action.

Furthermore, the Finance Director is requesting that the 1984 funding agreement between the city and the city board of education be formally cancelled.

Additionally, City Attorney Caldwell recommended an amendment stating the cancellation of the 1984 agreement should be by mutual assent, ensuring both parties—the City and the School Board—agree to the cancellation.

Mayor Eaton moved to approve the amendment for mutual assent; Vice Mayor Curtis seconded.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton
NAYS: None

Original motion as amended.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton
NAYS: None

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D. Linda Long - Appointment to Council Advisory Committee (Pelley)

Councilmember Pelley moved to approve; Vice Mayor Curtis seconded.

Motion failed.

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Roll call vote:

YEAS: Pelley, Curtis
NAYS: Duggan, Eaton
ABSTAIN: Sherlin

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E. Public Comments

Councilmember Duggan asked Mayor Eaton to postpone discussion until the April 7, 2025 Work Session. Mayor Eaton declared a postponement. No Vote.

-13-

F. Legal Settlement

Councilmember Sherlin moved to postpone discussion; Vice Mayor Cutis seconded.
Motion approved.

Roll call vote:

YEAS: Duggan, Sherlin, Curtis, Eaton
NAYS: Pelley

-14-

Councilmember Pelley moved to explore the option to install a splash pad and heritage park; Councilmember Sherlin seconded. Councilmember Pelley started the discussion by supporting the idea of splash pad installations. Mayor Eaton stated that the purpose of the Parks and Recreation Board is to recommend. Councilmember Sherlin wants the Council to explore the

Councilmember Sherlin moved to Call the Question; Mayor Eaton seconded.

Motion approved.

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton
NAYS: None

Original motion.

Motion approved.

Roll call vote:

YEAS: Pelley, Sherlin, Curtis
NAYS:
ABSTAIN: Duggan, Eaton

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Councilmember Pelley moved to investigate into who asked the City Attorney to email Mr. Whiting asking him to settle; there being no second, Motion died.

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Councilmember Pelley moved to investigate why he is being charged for public records requests; Councilmember Sherlin seconded. Councilmember Sherlin referred to the discussion during the City Council's Regular Session on February 18, 2025, regarding the opinion from the Open Records Counsel.

Motion failed.

Roll call vote:

YEAS: Pelley
NAYS: Duggan, Curtis, Eaton
ABSTAIN: Sherlin

-17-

Councilmember Pelley moved to allow the public input on the topic of livestreaming the City Council meetings; there being no second, Motion died.

-18-

Councilmember Pelley moved to allow the public to speak negative about the city; Councilmember Sherlin seconded. Councilmember Duggan made the point that the public comments rules states: "...non-argumentative, and respectful manner...". Mayor Eaton stated that the City does have proper decorum procedures.

Motion failed.

Roll call vote:

YEAS: Pelley
NAYS: Duggan, Sherlin, Curtis, Eaton

-19-

Councilmember Pelley moved that the Council have a discussion regarding the City not allowing Mr. Whiting to fix his building then condemning it so that no one would ever be able to fix it. Yet now the new owner is fixing it; there being no second, Motion died.

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REPORTS

Finance Department Monthly Report
Director of Finance, Mike Keith

Police Department Monthly Report
Police Chief, Fred Schultz

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REPORT FROM THE CITY MANAGER

Program of Work
City Manager, Randall Dowling

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CITIZENS COMMENTS

- Stephen Dick – Requests a Resolution denouncing hate groups. He also read a letter to the community from Rev. Claire Brown speaking against the recruitment propaganda distributed in the community.
- Glenn Whiting – Public comment rules

-23-

ADJOURNMENT

Vice Mayor Curtis moved to adjourn; Councilmember Duggan seconded. The meeting adjourned at 7:30 pm.

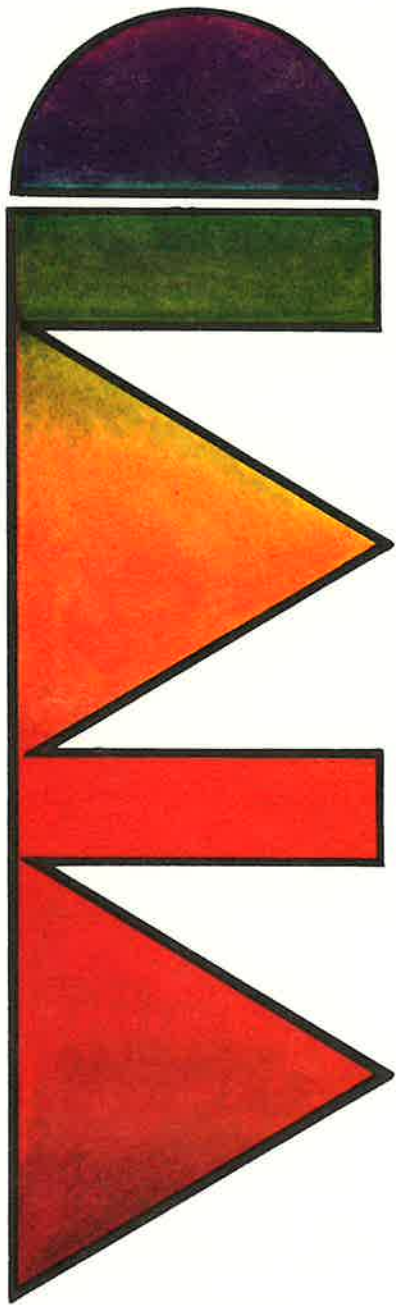
Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

LARRY EATON, Mayor

RANDALL DOWLING, City Manager



Very Important Volunteer Individual
City of Athens, Tennessee

Presented to SHELLIA & THE LATE DAN CHESANOW

For *Unwavering Dedication to Animal Welfare*

On April 15, 2025

By _____



PROCLAMATION

WHEREAS, the National Day of Prayer is an annual observance held on the first Thursday of May, inviting people of all faiths to pray for the nation; and

WHEREAS, this tradition of prayer has been deeply rooted in the history of our country and our community, reflecting a reliance on divine guidance and strength during times of joy and adversity; and

WHEREAS, from the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God;

WHEREAS, the National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

WHEREAS, this year's National Day of Prayer will be observed on May 1, 2025, with the national theme: ***"Pour Out to the God of HOPE & Be Filled!"*** based on Romans 15:13, encouraging all Americans to turn to prayer for hope, peace, unity, and strength; and

WHEREAS, the people of Athens, Tennessee, have continually shown their commitment to faith, family, and community, often coming together in prayer during significant moments in the life of the city and nation; and

WHEREAS, it is fitting and proper to give thanks for the many blessings we enjoy and to recognize the importance of prayer in maintaining the moral and spiritual health of our city and our country.

NOW, THEREFORE, BE IT RSOLVED, I, Larry Eaton, Mayor of the City of Athens, Tennessee, along with the Athens City Council, do hereby proclaim **May 1, 2025**, as a

DAY OF PRAYER

throughout our city. I encourage all citizens to observe this day in ways appropriate to their faith and conscience. I request prayers be poured out for our city seeking wisdom and guidance for our community and our nation.

April 15, 2025

MAYOR



Agenda Item

VIII. A Proposal Award of RFP 25-04 for NoogaLights, LLC to Host a Drive Through Christmas Light Show at Regional Park

Overview

Christmas lights at Regional Park have been a topic of discussion for some time. City staff has researched this issue and found a company from Chattanooga that offers a drive through Christmas light event, NoogaLights, LLC. The owner, John Haustein, attended the January 13, 2025 work session to discuss the possibilities of conducting a drive through Christmas light show at Regional Park. The idea was well received but many issues had to be resolved before the project could move forward.

To move forward and be competitive, a formal RFP was prepared and distributed. On the deadline date of March 4, 2025, only one response was received, and that response was from NoogaLights, LLC. Attached is the Purchasing Agent's memorandum, bid tabulation sheet, and NoogaLights, LLC's proposal. In their proposal, NoogaLights offered three different options with option #3 being the most advantageous to the city. Since the proposal opening, city staff has worked with NoogaLights, LLC to resolve various issues such as electric power placement with AUB, storage needs, event route, event times and dates, pricing, marketing responsibilities, among other issues. Based on those discussions, a memorandum of agreement (attached) has been developed for city council consideration.

John Haustein attended the April 7, 2025 work session and discussed his proposal and answered questions and concerns.

Following discussion during the April 7, 2025 work session, the consensus was to place this item on the April 15, 2025 regular session consent agenda for approval.

Action to Consider

Motion, second, and vote are needed to approve the memorandum of agreement with NoogaLights, LLC for them to conduct a drive through Christmas light show at Regional Park in accordance with the MOU.

Affected Departments

Parks & Recreation, Police Dept., Fire Dept.



PURCHASING DEPARTMENT MEMORANDUM

To: Mike Keith, Finance Director

From: Angela Robbins, Purchasing Assistant

Date: March 27, 2025

Re: RFP 25-04 Christmas Lights Show

Following the Request for Proposals (RFP) for a Christmas Light Show at Regional Park, we received a single response from NoogaLights LLC. The proposal was opened on March 4, 2025. The bid tabulation is attached for your review. While I am not making a formal recommendation, I would like to highlight that if the Council decides to proceed with the light show, Option 3 presented by NoogaLights LLC is the most fiscally responsible decision.

Option 3 entails:

1. NoogaLights retains the right to name the event as they see fit with consideration of the City's input.
2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
3. Athens will provide staff to operate traffic and security as they deem necessary.
4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
5. Storage will be onsite in NoogaLights containers.
6. 3-year contract
7. No deposit
8. 5% of net ticket sales after the first \$200,000 annually
 - i) Net is after processing fees and sales taxes.
9. Athens to have a minimum of \$30,000 annually in third-party ad spend (Social media, billboards, mailers, etc.)

Attached to this memo is the detailed proposal from NoogaLights LLC for your review.



PURCHASING DIVISION
BID TABULATION SHEET

REQUESTING DEPARTMENT: ADMINISTRATION

DATE BIDS ADVERTISED: Thursday, February 13, 2025

BID NUMBER: #25-04

DATE BIDS RECEIVED: Tuesday, March 4, 2025

PROJECT NAME: CHRISTMAS LIGHTS SHOW

BIDDER	CONTACT NAME	CITY	STATE	Terms & Conditions						Ticket Sales/ Reimbursement			Deposit	Other
				DRUG FREE	Non-Collision	No Contact	Aft. of Comp.	Cert. of Insurance						
NoogaLights LLC	John Haustein	Soddy-Daisy	TN	Y	Y	Y	Y	Y	Y	Option 1	20% net ticket sales after \$200,000 in sales	\$225,000 annual	Athens Staff Operates	
										Option 2	10% net ticket sales	\$200,000 - refundable	NoogLights Operates	
										Option 3	5% net ticket sales after \$200,000 annually	None	NoogLights Operates	

- Company name, address, and phone number
 NoogaLights Llc
 8401 Gulf View Drive
 Soddy-Daisy TN 37379
 (423)498-XMAS (9627)
- Contact name, address, phone number, and email address
 John Haustein
 8401 Gulf View Drive
 Soddy-Daisy TN 37379
 (423) 593-8538 cell/text
john@noogalights.com
- Company History
 NoogaLights specializes in permanent and seasonal holiday lighting and has been performing these services since 2018. NoogaLights has successfully operated 5 drive-thru and walk-thru venues since 2022 and is seeking to add additional shows within the region. Our shows utilize RGB technology, allowing venues to please more visitors than a static show. Lighting sequences won't repeat but every 30-60 minutes. NoogaLights designs and builds our props locally to bolster the local economy.
- Company Experience
 1. 2022 NoogaLights at Chester Frost
 2. 2023 NoogaLights at Soddy-Daisy
 3. 2024 NoogaLights at Soddy-Daisy
 4. 2024 NoogaLights Halloween at the Choo Choo
 5. 2024 NoogaLights Christmas at the Choo Choo
Under Contract for 2025
 6. 2025 NoogaLights at Soddy-Daisy
 7. 2025 NoogaLights Halloween at the Choo Choo
 8. 2025 NoogaLights Christmas at the Choo Choo
- Proposed show pricing, including any deposits or shared expenses.
 - I. Option 1: Athens-operated venue;
 1. Athens retains the right to name the event as they see fit.
 2. NoogaLights will design, build, install, maintain, and disassemble a Holiday Lights show.
 3. Athens will provide staff to operate ticket sales, marketing, traffic, and security.
 4. Storage will be onsite in NoogaLights containers.
 5. 3-year contract
 6. \$225,000 annual deposit due at contract signing
 7. 20% of net ticket sales after \$200,000 in sales.
 - a) Net is after processing fees and sales taxes.
 - II. Option 2: NoogaLights operated venue;
 1. NoogaLights retains the right to name the event as they see fit with consideration of the City's input.
 2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
 3. Athens will provide staff to operate traffic and security as they deem necessary.
 4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
 5. Storage will be onsite in NoogaLights containers.
 6. 3-year contract

7. \$200,000 deposit year one, refundable from the first \$200,000 in ticket sales.
 - a) A "lock-box" account can be established at the local bank to collect the first \$200,000 in deposits.
 8. 10% of net ticket sales in year one, 10% of net ticket sales after the first \$200,000 in years two and three.
 - i) Net is after processing fees and sales taxes.
 9. Athens to have a minimum of \$30,000 in third-party ad spend (Social media, billboards, mailers, etc.)
- III. Option 3: NoogaLights operated venue:
1. NoogaLights retains the right to name the event as they see fit with consideration of the City's input.
 2. NoogaLights will design, build, install, maintain, OPERATE, and disassemble a Holiday Lights show.
 3. Athens will provide staff to operate traffic and security as they deem necessary.
 4. Athens to provide permanent or temporary power around the perimeter of the proposed course.
 5. Storage will be onsite in NoogaLights containers.
 6. 3-year contract
 7. No deposit
 8. 5% of net ticket sales after the first \$200,000 annually
 - i) Net is after processing fees and sales taxes.
 9. Athens to have a minimum of \$30,000 in third-party ad spend (Social media, billboards, mailers, etc.)
- Proposed show description (light and display count)
NoogaLights proposes to have no less than 1,000,000 (one million) LEDs along the course of the venue and within the confines of the Regional Park. There will be a minimum of 1,000 props ranging from 5 lights each to 10,000 each.
 - Proposed show operating days and hours
See attached calendar
Show hours would be 6 pm til 9 pm (or later)
 - Detailed description what the proposer requires from the City for operation support.
 1. 24-7 access for NoogaLights to the park.
 2. Sufficient 110v, 20amp power, either permanent or temporary, the entire course of the venue.
 3. Periodic security presence both before, during, and after the show times
 4. Closure of frisbee golf holes that are within the venue's display area.

For Option 2 and 3 above

 5. Traffic support on Congress Parkway
 6. Deposit (option 2)
 7. Ad spend of \$30,000.

**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF ATHENS, TENNESSEE AND
NOOGALIGHTS, LLC**

This Agreement made and entered into this _____ day of _____, 2025 by and between the City of Athens, Tennessee, a municipal corporation, located in McMinn County, Tennessee, hereinafter referred to as "City" and NoogaLights, LLC, herein referred to as "NoogaLights." The City and NoogaLights desire to enter into a memorandum of agreement detailing each party's responsibilities regarding installing and operating a Christmas light show at the City's Regional Park as follows:

CITY:

- 1) Owns Regional Park and insures this property with general liability insurance, property insurance, and workers' comp insurance to cover the buildings, property, and City employee actions.
- 2) Maintains the park in good repair.
- 3) Will market the Christmas Light Show on a state-wide and regional basis in an amount of at least \$30,000 per year from Hotel/Motel Tax Funds using social media, digital billboards, Tennessee Department of Tourism Development, regional print media, local and regional newspapers, and local and regional radio stations at no cost to NoogaLights.
- 4) Will provide NoogaLights 24/7 access to Regional Park to set up, operate, store, and disassemble the light show and equipment during the event.
- 5) Will provide sufficient electric service (temporary and/or permanent 110v, 20-amp power) throughout the park for the light show at no cost to Nooga Lights. It is anticipated the one-time cost of installing the needed electric service for the event is approximately \$15,000.
- 6) Will have City staff, as necessary, assist in coordinating the event such as assisting with internal park traffic control, security, and provide information to visitors at no costs to NoogaLights.
- 7) Will have the City's Police Department, as necessary, provide external park traffic control and general security for the event at no cost to NoogaLights.
- 8) Will have the City's Fire Department, as necessary, provide fire and first responder services for the event at no cost to NoogaLights.
- 9) Will provide a suitable site for storage within Regional Park for NoogaLights to store their lights and equipment during the event and during the off season for the duration of the contract not to exceed five Conex type containers. It shall be the responsibility of NoogaLights to ensure the safety of their equipment from damage and theft.
- 10) May provide concessions during the event without any cost sharing with NoogaLights.
- 11) Will maintain effective communications and cooperate with NoogaLight staff regarding the event, display installations, park hours, and partial park closures as needed.
- 12) Will receive 5% of all net tickets sales after the first \$200,000 generated per season after deducting processing fees and sales taxes.

NOOGALIGHTS:

- 1) Retains the right to name the event as they see fit with consideration of the City's input.
- 2) Will transport, provide, design, build, install, operate, maintain, store, and disassemble a Christmas light show of at least 1,000,000 LED lights and 1,000 props including computer

equipment, sound equipment, and any other needed equipment in the City's Regional Park, located at 2405 Decatur Pike, Athens, Tennessee, 37303. Route map of the event is attached as Exhibit A. If arches across the roads are used, ensure that the height of the arches don't interfere with fire truck or emergency vehicle access.

- 3) Will operate the light show event beginning on or about November 21 and end on December 31 of each year in accordance with the submitted calendar (attached as Exhibit B). Set up and installation of all displays will occur during mid-October and disassemble will occur beginning Jan. 1 until Jan. 31 of each year. 5 p.m.
- 4) Will establish event operating hours (generally ~~6 p.m.~~ to 9 p.m.), fee schedules (approximately \$20-30 per vehicle), event days (generally Wed-Sun.), traffic control plan, and emergency ingress and egress lanes in coordination with and approval of City officials.
- 5) Will assist the City and mark an entrance/exit corridor to the conference center and county expo center and allow users of the conference center and expo center access to those facilities during event hours without conflicting with the event.
- 6) Will maintain accounting records to adequately determine the total cost of all proceeds and the City's share.
- 7) Staff, train, and recruit volunteers and train City employees regarding this event.
- 8) Ensure all NoogaLights employees and volunteers are identified to the public as NoogaLights personnel to differentiate between City employees and NoogaLights employees and volunteers.
- 9) Maintain effective communications and cooperation with City staff regarding operations regarding this event.
- 10) Provide property insurance for NoogaLights displays and equipment in the amount of at least \$1,000,000, general liability insurance in the amount of at least \$1,000,000, automobile liability insurance of at least \$1,000,000, and workers' comp insurance for NoogaLights employees at statutory amounts.
- 11) Name the City as an additional insured on the above policies and submit a copy of a Certificate of Insurance to the City upon execution of this agreement and every year during the term of the agreement.
- 12) Indemnify and hold harmless the City, governing body, officers, employees, and agents from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage including special, punitive, and consequential caused or alleged to be caused by acts or omissions of NoogaLights employees, volunteers, guests, on or about the premises. This indemnity includes any associated costs, including but not limited to, all expenses, court costs, reasonable attorney fees, expert witness fees, related to said claims. Any claims or disputes shall be heard in the appropriate courts in McMinn County, Tennessee.
- 13) Obtain permission from the City before making any modifications or alterations to the park. Any alterations shall be completed by a state licensed contractor. Any required building permit fees or other fees will be waived but an application must be prepared and submitted.
- 14) Attempt to enlarge the event every year such as adding additional displays, walk throughs, village, and craft vendors.
- 15) Will not assign this agreement to any other party without the written consent of the City.
- 16) Can amend this agreement with written approval from the City.
- 17) Provide a valid State of Tennessee business license and a local business license, if needed.
- 18) Will follow all federal, state, and local laws and regulations pertaining to this event.

GENERAL:

- 1) Time is and shall be of the essence.
- 2) The agreement will be for a period of three Christmas seasons (2025, 2026, and 2027) or until one party gives the other party a written notice of intent to terminate at least six months in advance.
- 3) All notices shall be sent to:

City: City Manager, Athens, Tennessee
815 N. Jackson Street
Athens, TN 37303

NoogaLights, LLC: John Haustein
8401 Gulf View Drive
Soddy-Daisy, TN 37379

- 1) This agreement contains the entire agreement of the parties and no representations, inducements, promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective government bodies have executed this agreement this _____ day of _____, 2025.

CITY OF ATHENS, TENNESSEE

LARRY EATON, Mayor

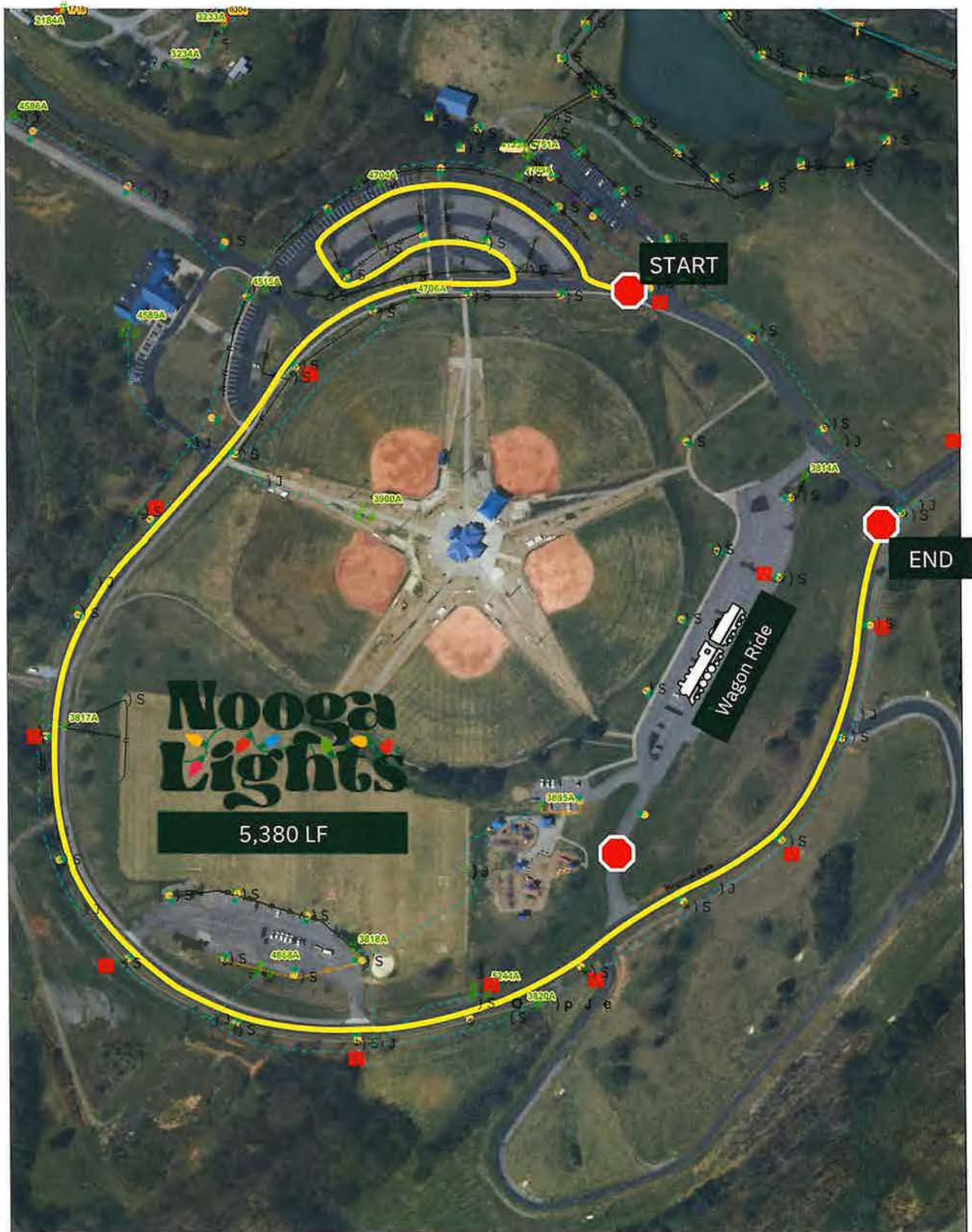
RANDALL DOWLING, City Manager

APPROVED AS TO FORM

CHRISTOPHER M. CALDWELL, City Attorney

NOOGA LIGHTS, LLC

By: _____
JOHN HAUSTEIN



Location of x2 110v 20 amp circuits
or x1 30 amp RV plug. 12 locations
total



Closure to general public
traffic

Revised Route and Power Layout

October

2025

September							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30					23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	28	29	30	1	2	3
4						
5	6	7		8	9	10
11						
12	13	14		15	16	17
					Park Electrical Completed (permanant or temporary/not generator based)	18
19	20	21	22	23	24	25
	Selective Park Closure Begins / Setup Begins	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights
26	27	28	29	30	31	
Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	Installation per NoogaLights	

2025

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
							1
	26	27	28	29	30	31	

[illegible]

* Traffic control assistance will vary depending on the holiday, weather, and popularity. The Event will open at 1800 (6:00 pm) although traffic will begin to arrive as soon as 1730. The event will aim to cease admissions at 2100 Sunday thru Thursday, and 2200 Friday, Saturday, and Holiday nights.

December

2025

November							January						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	1	4	5	6	7	8	9
9	10	11	12	13	14	15		11	12	13	14	15	16
16	17	18	19	20	21	22		18	19	20	21	22	23
23	24	25	26	27	28	29		25	26	27	28	29	30
30													31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2	3	4	5	6
			3	4	5	6
7	8	9	10	11	12	13
			8	9	10	11
14	15	16	17	18	19	20
12	13	14	15	16	17	18
21	22	23	24	25	26	27
19	20	21	22	23	24	25
Traffic Services Expected 1830-2100	Traffic Services Expected 1800-2100	Traffic Services Expected 1800-200	XMAS EVE Traffic Services Expected 1800-2400	CHRISTMAS Traffic Services Expected 1800-2400	Traffic Services Expected 1800-2200	Traffic Services Expected 1800-2100
28	29	30	31	1	2	3
26	27	28	29	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
4	5	6	7	8	9	10

January

2026

December							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6	1	2	3	4	5	6
7	8	9	10	11	12	13		8	9	10	11	12	13
14	15	16	17	18	19	20		15	16	17	18	19	20
21	22	23	24	25	26	27		22	23	24	25	26	27
28	29	30	31										

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
4	5	6	7	8	9	10
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
11	12	13	14	15	16	17
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
18	19	20	21	22	23	24
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights
25	26	27	28	29	30	31
Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Breakdown by NoogaLights	Full Park Open**	

**Removal of exhibits occurs faster than setup; however, extreme weather conditions could prevent a Full Park Open. Removal of exhibits would be begin in priority zones on January 1.





Agenda Item

VIII. B. Bid Award for RFB 25-05 for Mowing and Maintenance of Three City-Owned Cemeteries

Overview

The current contract for mowing and maintenance of the three city-owned cemeteries (Sullins, Cedar Grove, and Hammonds) will expire on April 30, 2025. Therefore, bid documents were prepared and distributed to continue this service. On the bid deadline date of March 18, 2025, only one response was received, from Total Lawn Care. Attached are the memorandum from the Purchasing Agent, bid tabulation sheet, and vendor contract. As the bid document stated, this contract consists of mowing/trimming/edging each cemetery at least 22 times per year, leaf removal, wild growth removal, tree and shrub maintenance, mulching, trash removal, and protection of structures, trees, and shrubs for a total annual cost of \$48,000.

Following discussion during the April 7, 2025 work session, the consensus was to place this item on the April 15, 2025 regular session consent agenda for approval.

Action to Consider

Motion, second, and vote are needed to approve the contract with Total Lawn Care, the only bidder and the current provider, for an estimated annual cost of \$48,000.

Affected Departments

Community Development



PURCHASING DEPARTMENT MEMORANDUM

To: Mike Keith, Finance Director
From: Angela Robbins, Purchasing Assistant
Date: March 24, 2025
Re: RFB 25-05 Mowing & Maintenance of Athens City Cemeteries

Following the Request for Bids for the Mowing and Maintenance of Athens City Cemeteries, a single bid from Total Lawn Care was received. The bid was opened on March 18, 2025 and after thorough evaluation, I recommend awarding the contract to Total Lawn Care. Their bid was submitted in the amount of \$48,000 for the year, plus an hourly rate of \$65 for any additional services that are needed.

Total Lawn Care has demonstrated the capability to meet the requirements outlined in the RFB. Their satisfactory performance history further supports the recommendation to award them the contract. Based on the bid evaluation and their proven track record, I believe that Total Lawn Care will continue to provide reliable and high-quality services for the Mowing and Maintenance of Athens City Cemeteries.

Please review the attached bid tabulation and let me know if you have any questions or need further information.



PURCHASING DIVISION
BID TABULATION SHEET

REQUESTING DEPARTMENT: COMMUNITY DEVELOPMENT

BID NUMBER: 25-05

DATE BIDS ADVERTISED: Wednesday, February 26, 2025

DATE BIDS RECEIVED: Tuesday, March 18, 2025

PROJECT NAME: MOWING & MAINTENANCE OF ATHENS CITY CEMETERIES

BIDDER	CITY							Annual Rate	Hourly Rate	
		TERMS	AFF. OF COMPLIANCE	DRUG FREE	NO CONTACT	NON-COLLUSION	INSURANCE			
Total Lawn Care	Athens	Y	Y	Y	Y	Y	Y	\$48,000.00	\$65.00	

CONTRACT

THIS CONTRACT, or "Agreement," entered into this _____ day of April, 2025,
by and between the City of Athens, TN, a municipal corporation, hereinafter called the "City", and
Total Lawn Care, the
successful bidder via competitive sealed responses, hereinafter called the "Contractor".

WITNESSETH

In consideration of the mutual promises of the parties hereto, of the rates submitted by the Contractor for the types of work described in the bid package, they do AGREE as follows:

ARTICLE 1 – GENERAL OVERVIEW

Mowing and filling in of sunken graves at the Athens Cemeteries that include Cedar Grove, Hammonds, and Sullins. The awarded vendor shall maintain all cemeteries, provide timely services necessary to maintain the grounds; refill, reseed, or re-sod graves and all general maintenance necessary within the City's cemeteries.

ARTICLE 2 – GOALS & OBJECTIVES

This Contract is to ensure that the proper terms and conditions are in place to provide consistent service support and delivery to the City by the Contractor. The goal is to establish mutual agreement for service provisions between the Contractor and the City. It's objectives, in specificity, are the following:

- Establish clear service ownership, accountability, roles and/or responsibilities.
- Present a concise and measurable description of service provisions to the City.
- Match expected service provisions with actual service support & delivery.

ARTICLE 3 – CONTRACT TERM & TERMINATION

This contract term begins from May 1, 2025 to April 30, 2026.

Either party may terminate this contract with or without cause by providing thirty (30) days advance written notice. The City shall have the right to immediately terminate this contract with or without cause by verbal or written notice to Contractor. If it is necessary for the City to immediately terminate the contract, and verbal notice is provided because of exigent circumstances, the City shall, within a reasonable amount of time, thereafter, provide a follow-up written notice of the termination of the contract. Termination of this contract will not affect the Contractor's right to receive compensation per the agreed upon payment intervals for approved services rendered prior to termination of the contract.

ARTICLE 4. PRICE AND PAYMENT

The City of Athens shall pay Contractor for work completed subject to the agreed upon payment schedule and/or rates that the Contractor has submitted as part of its competitive sealed bid. The contractor shall invoice the City of Athens when any approved work has been completed. The City of Athens will remit payment to the Contractor within thirty (30) days of receipt of invoice. Partial payments are not authorized under this contract. Changes or amendments made to the payment schedule and/or rates must be mutually agreed upon between the City and Contractor in writing.

ARTICLE 5. CHANGE ORDERS

When any work is necessary to the proper completion of a work order of which no prices are provided in the contract the Contractor shall do such work, but only when and as ordered by the City. The City shall be responsible for paying Contractor for the extra work. No claim for extra work will be considered unless extra work was ordered in writing and claim presented in writing to the City within 30 days after receipt by the Contractor of the written notice to perform said work. If the performance of the extra work results in additional time being required by the Contractor to complete the work covered by this Contract, said Change Order will provide for an equitable extension in the contract's completion time requirements.

ARTICLE 6. QUALITY CONTROL AND SUPERVISION

The quality of performance by the Contractor in accordance with the Contract specifications will be reviewed by City staff. The City shall, at all times, have the right and duty to inspect all projects and determine whether or not the Contractor has complied with the terms and conditions and scope of the Contract. The Contractor must perform all work and services in a good and workmanlike manner which conforms to industry standards for the services provided. The Contractor must provide adequate training, supervision and quality control over the services provided under this Contract. Invoices should not be submitted for payment until the contractor is satisfied that the standards and specifications have been met. Performance will be considered unsatisfactory when, upon inspection by the City, it can be demonstrated that certain projects have not been completed properly throughout the term of the Contract and thirty (30) days after the term of Contract ends prior to final payment.

ARTICLE 7. HOLD HARMLESS

The Contractor agrees that it shall indemnify and hold the City and its governing body, officers, employees, and agents harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage, including special, punitive, and consequential, caused or alleged to be caused, by acts or omissions of the Contractor, its employees, and invitees on or about the premises and which arise out of the Contractor's performance or failure to perform as specified in the Contract. Contractor shall be responsible for any associated costs, including, but not limited to, all expenses, costs of court, reasonable attorneys' fees, and fees and costs of any expert witnesses.

ARTICLE 8. GENERAL LIABILITY & WORKER'S COMPENSATION

Contractor shall, at its sole cost and expense, carry and maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly, or indirectly, by Contractor for the duration of this Contract. The limits of liability therein shall equal to the limits of liability stated within the Standard Insurance Requirements page included in the bid package. The Contractor shall name the City of Athens as additional insured on the policy and will submit a copy of the Certificate of Insurance to the City for record.

ARTICLE 9. CONTROLLING LAW

This Contract shall be governed by and construed by the laws of the State of Tennessee. The exclusive venue for any litigation between the parties shall lie in the Circuit Court for McMinn County, Tennessee. Both parties waive and surrender any right to a jury trial.

ARTICLE 9.1 ALTERNATE DISPUTE RESOLUTION

Both parties shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if an informal resolution cannot be achieved, the parties shall submit the matter to a mutually agreed upon mediator in an attempt to resolve the dispute through the mediation process. Such mediation process shall be initiated by a request in writing by either party. If mediation is unsuccessful then either party may initiate a legal proceeding within the State Courts located within McMinn County, Tenn. The prevailing party in any legal proceeding hereunder by and between the parties shall be entitled to their reasonable attorney's fees and court costs incurred in said legal proceeding(s).

ARTICLE 10. RELATION OF THE PARTIES

The performance by Contractor of its duties and obligations under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship, agency relationship, joint venture, or partnership between the parties. Any person performing services pursuant to this Contract is an employee of Contractor and not an employee of the City of Athens.

ARTICLE 11. NON-ASSIGNMENT

Contractor shall not have the right to assign this Contract in whole or in part.

ARTICLE 12. ENTIRE CONTRACT

This Contract constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the parties regarding the subject matter of this contract.

ARTICLE 13. CONTRACT DOCUMENTS

It is mutually agreed by both parties that the following documents are made part of this contract and are incorporated herein by reference as if copied verbatim:

- a. RFB #25-05 MOWING & MAINTENANCE OF ATHENS CITY CEMETERIES
- b. Contractor's written response

ARTICLE 14. ADDITIONAL ITEMS

The Agreement shall have an initial term of one year, with the option to extend the Agreement for two successive one-year terms, under the same terms and conditions as the original Agreement. The original Agreement shall not under any circumstance have a term beyond 3 years.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of this day and year first above written, the City of Athens, Tennessee, by its Mayor, by authority duly given.

Approved as to Form and Legality:

City Attorney

CITY OF ATHENS, TENNESSEE

BY _____
Mayor

Attest:

City Manager

CONTRACTOR

Total Lawn Care
Company Name

BY _____
Authorized Officer

Title





Agenda Item

VIII. C Approve Proposal from Gresham Smith Engineers to Design, Assist in Bidding, and Provide Construction Administration for a Storm Water Improvement Project

Overview

During 2023, the city received a grant from the Tennessee Dept. of Environment and Conservation funded by federal American Rescue Plan (ARP) funds to prepare a city-wide storm water management plan to determine storm water needs. The grant award was \$2,371,902 (85%). With the city match of 15%, the total project budget is \$2,727,688. Of the total project budget, \$1,980,000 was allocated for a storm water construction project as identified in the plan.

After a Request for Qualification (RFQ) process, Gresham Smith Engineers was selected to develop the storm water management plan and oversee the construction project. Gresham Smith Engineers has completed most of the storm water management plan and that plan is expected to be fully completed and presented to the City Council by late 2025.

The construction project that has been identified in the plan is to create a type of manmade wetland along the Oostanaula Creek at the corner of Forrest Avenue and Ingleside Avenue to improve water quality in the creek while also reducing downstream flooding during heavy rain events. Attached is a proposal from Gresham Smith Engineers to perform various services including surveying, wetland delineation, permitting, design, assist with bidding, and provide construction administration for the project at a cost of \$115,100. The construction portion of the project generally consists of acquiring the needed property and implementing the design to be completed by September 2026 at an estimated cost of \$1,980,000. Both of these costs will be included in the upcoming FY 2025-26 budget.

Attached is a memo from Public Works and the proposal with a concept plan.

Following discussion during the April 7, 2025 work session, the consensus was to place this item on the April 15, 2025 regular session consent agenda for approval.

Action to Consider

Motion, second, and vote are needed to approve the proposal from Gresham Smith Engineers for them to survey, design, permit, assist with bidding, and provide construction administration for a stormwater project for a fee of \$115,100. The construction expenses of the project will be included in next year's budget.

Affected Departments

Public Works Dept.



PUBLIC WORKS

TO: Randall Dowling, City Manager
FROM: Kevin L. Helms, Project Manager/Interim Public Works Director
Cc: Ben Burchfield, Public Works Director
DATE: March 31, 2025
SUBJECT: ARP Stormwater Grant

Summary

In July 2023 the City executed a contract with the Tennessee Department of Environment and Conservation for a stormwater grant. Program funding was created by the American Rescue Plan. The total grant award was \$2,371,902.77 and with the city's match of 15% the total project funding is \$2,727,688.19. The city match is in the form of a combination of cash and the value of employee time to administer the grant. Of the total project budget, \$1,980,000 has been set aside for construction.

The city previously issued a Request for Qualifications for engineering services. After a review of the various firms who submitted for the work, Gresham Smith was chosen to serve as the project engineer. We currently have an agreement in place with them for non-construction-related services for this project.

After a review of several potential construction projects based upon data collected to date, a specific construction project has been chosen. The project would create a type of manmade wetland along the Oostanaula Creek. This project will improve water quality in the creek, which is a program priority, while also reducing downstream flooding during heavy rain events.

Now that the scope of the construction phase is known, we have negotiated an agreement with Gresham Smith to provide services related to this phase of the project. A copy of the agreement is attached to this memo for your review. The compensation for the services related to this phase as outlined in the agreement is \$115,100.

Action Item

Motion to approve construction phase design services agreement with Gresham Smith for the ARP Stormwater Project as outlined in Task Order No. 2.



ARP Funded Stormwater Projects

Task Order No. 2

Mayfield Dairy Stormwater Design

for the

City of Athens, Tennessee

March 27, 2025



**Gresham
Smith**



1 Scope of Services

Gresham Smith (“Engineer”) will provide professional and technical services for the Mayfield Dairy Stormwater Improvements project (“the Project”) for the City of Athens, TN (“City” or “Owner”) as described herein. Our proposed scope of services are presented in the following paragraphs.

Engineer will provide engineering services for Owner as required to develop construction plans and specifications for stormwater improvements as described herein.

The services generally will include the following:

- Project Management & Meetings
- Surveying Services
- Wetlands Delineation
- Permitting Applications
- Preliminary Design (60%)
- Final Design Deliverables (100%)
- Bid Phase Services
- Construction Phase Services

A general description for engineering services for the project are shown below. Detailed information is provided in subsequent sections.

1.1 General

- Provide design services for stormwater infrastructure improvements on the current Mayfield Dairy property bounded by Oostanaula Creek, Mayfield Lane, Ingleside Avenue, and Forrest Avenue. The Project generally includes creation of a regional detention area, sidewalks, landscaping, and stabilization of the proposed low flow channel. A preliminary concept plan is shown in Exhibit A.
- Provide surveying services to identify and characterize existing topography, utilities, sidewalks, curbs gutter, etc.
- Prepare an Aquatic Resources Alteration Permit (ARAP) application suitable for submittal to Tennessee Department of Environment and Conservation (TDEC). Engineer will develop ARAP application and supporting documentation and submit on behalf of Owner. The application fee will be paid by Owner. It is assumed all improvements will qualify for coverage under the State of Tennessee’s General ARAP.
- Prepare an application for coverage under TDEC General Permit for Discharges of Stormwater Associated with Construction Activities (GCP). As part of the supporting documents for the application, a Stormwater Pollution Prevention Plan (SWPPP) will be developed. Engineer will develop GCP application and supporting documentation and submit on behalf of Owner. The application fee will be paid by Owner.
- Bid phase services as listed below.
- Construction phase services as listed below.
- Exclusions as listed in Section 1.10 below.



1.2 Project Management, Meetings, and Coordination

- a. Engineer will provide the services of a qualified Project Manager and support staff to manage the Project and team from notice to proceed (NTP) through close-out. Project management will include coordination between Engineer and Owner, as well as coordination between Engineer and its Subconsultants.
- b. Engineer will participate in a project kickoff meeting with Owner. The intent of the meeting will be to review the scope of services and project schedule. Agenda and meeting minutes will be developed and distributed to the project team by Engineer.
- c. Engineer will prepare a project schedule to be approved by Owner at the beginning of the project. The duration will match the anticipated project time frame herein. Engineer will update the schedule monthly with project progress reports. Engineer will document reasons for any project delays and indicate how the project will be brought back on schedule. This schedule will be submitted with each monthly pay application.
- d. Design review meetings will be held after each design submittal. It is anticipated that design review meetings will be held a week after each design submittal. Owner will review submittal documents and the design review meeting will be used to discuss review comments with Engineer. All meetings will be virtual. Anticipated meetings for this project include the following:
 - 60% design review meeting (1)
 - 100% design review meeting (1)

1.3 Wetlands Delineation

The intent of this task is for the Engineer to determine the presence of wetlands on the site. Engineer's team includes UES Professional Solutions ("Environmental Subconsultant") for this task.

Environmental Subconsultant will conduct an on-site evaluation of Project area to determine if jurisdictional wetlands or waters of the U.S. are present.

1.3.1 Deliverables

- Letter indicating the results of the evaluation.
- Map estimating the boundaries of the wetland features

1.4 Field Surveying & Data Collection

The intent of this task is for the Engineer to capture the surface features and utility infrastructure in the study area. Engineer's team includes Robert G. Campbell & Associates, Inc. ("Survey Subconsultant") for field surveying data collection.

Collection of field survey data will be accomplished using a combination of Global Positioning Systems (GPS) and conventional surveying. The survey information to be collected is shown in Exhibit B. The following paragraphs describe the field survey activities in detail.



Engineer will provide quality control of Survey Subconsultant data.

1.3.2 Field Survey Specifications

Engineer will require Survey Subconsultant to comply with the following specifications for collection of survey data:

- Survey data collection is limited to the types and locations specified herein.
- The survey will be tied to the Tennessee State Plane Coordinate System NAD83 by either static GPS methods submitted to the national Geodetic Survey OPUS utility or by VRS RTK methods utilizing the TDOT GNSS system.
- Project control points and benchmarks will be established and shown on the survey.
- Topographic survey will be in accordance with the technical standards of the State of Tennessee at the time the survey is performed.
- Owner will be responsible for notifying property owners of survey activities and the need to access drainage easements or private property. Owner will provide the Engineer with a letter stating that field crews are authorized to enter private property for the purposes of this project.

1.3.3 Topographic Survey

- Topographic survey will include all ground level natural and man-made improvements located within the survey limits.
- Visible above ground utilities will be surveyed and shown on the survey.
- Sewer and drainage structures and pipe inverts and size information within the survey limits will be surveyed and shown on the survey.
- Drainage structures that are inaccessible or silted in will be shown as such.
- Groups of trees within the survey limits will be outlined and labeled as wooded area.
- Trees larger than 6" diameter will be identified.
- Oostanula Creek survey in the area including top of bank, flowline, center of creek – extending topo to 25 feet outside top of creek bank.
- Bridge survey for upstream and downstream bridge at Mayfield Lane and Forrest Avenue.
- Topo of roadway including pavement, curb, catch basins or drainage features, sidewalks and other roadway features.

1.3.4 Underground Utilities

- A utility locate request will be placed with the Tennessee 811 service. Survey Subconsultant will survey all underground utility markings placed by utility owners.
- Survey Subconsultant will request utility maps from respective utility companies identified in the TN One Call locate request. If provided in a timely manner, those utilities will be digitized in the survey mapping.
- Note that many utility location requests for design surveys are not honored by the utility companies. Therefore, utilities that are present on site but not marked by the utility owner, and not shown on utility maps provided to Survey Subconsultant will not be shown in the survey mapping.

1.3.5 Storm Drainage & Sanitary Sewer System

Subconsultant will employ conventional survey or survey grade GPS to locate the x, y, and z



coordinates of each visible stormwater and sanitary sewer structure within the survey limits. Subconsultant will collect various attributes for each of these structures. The attributes may include but are not limited to the following:

- Horizontal (x, y) location
- Vertical (z) location (structure)
- Structure type
- Pipe shape
- Pipe size
- Pipe invert elevation
- Pipe material

1.3.6 Deliverables

- Survey will be delivered to Engineer in CAD format and a signed & sealed pdf.

1.5 60% Design Submittal

- a. Prepare construction plans and other items as listed below:
 - Cover Sheet
 - General Notes Sheet(s)
 - Existing Conditions Plan
 - Site Layout Plan
 - Concept Grading Plan(s)
 - Low Flow Channel Stabilization Plan(s)
 - Erosion Control Plan(s)
 - Construction Details(s)
- b. Prepare draft Technical Specifications. Owner to provide front end (Division 1) documents.
- c. Prepare an estimate of construction quantities and develop the AACE Class 2 Opinion of Probable Construction Cost (OPCC).
- d. Provide electronic PDF format set of plans to Owner for review and internal coordination.
- e. Assumed City internal review duration of two (2) days and one round of correlated comments will be provided to Engineer.
- f. Meet with Owner to discuss review comments on detailed plans, potential easements, special technical specifications outline and OPCC.

1.3.7 Deliverables

- 60% design Construction Documents in electronic pdf format.
- Draft technical specifications in electronic pdf format.
- AACE Class 2 OPCC in electronic pdf format.

1.6 100% Design Submittal

The plans will be prepared in conformance with applicable City of Athens Standards, Policies, and Criteria, etc. Plans will be prepared in a form suitable for advertisement for construction bids.



- a. Prepare final construction plans and other items as listed below:
 - Cover Sheet
 - General Notes Sheet(s)
 - Existing Conditions Sheet
 - Site Layout Plan
 - Grading & Drainage Plan(s)
 - Erosion Control Plan(s)
 - Cut/Fill Sheet(s)
 - Planting Plans(s)
 - Low Flow Channel Stabilization Plan(s)
 - Construction Details(s)
- b. Revise 60% submittal as needed based on Owner review comments.
- c. Revise Technical Specifications, if needed. Owner to provide front end documents.
- d. Prepare an estimate of construction quantities and develop a AACE Class 1 OPCC.
- e. Provide electronic PDF format set of plans to Owner for internal coordination.
- f. Submit ARAP application and supporting documentation.
- g. Submit Construction General Permit (CGP) application and supporting documentation (SWPPP).
- h. Assumed City internal review duration of two (2) days and one round of correlated comments will be provided to the Engineer.
- i. Initial 100% Construction Drawings will be stamped "Not for Construction". After review and approval by OWNER, final submittal will be signed and sealed. Final Construction Drawing deliverable will be one signed and sealed full size set of mylar drawings and electronic PDF of signed and sealed drawings.

1.8.1 Deliverables

- 100% design Construction Documents in electronic pdf format.
- Draft technical specifications in electronic pdf format.
- AACE Class 2 OPCC in electronic pdf format.
- ARAP application and supporting documents in electronic pdf format.
- CGP application and supporting documents (SWPPP) in electronic pdf format.

1.7 Bid Phase Services

During the bid phase of the project, Engineer will:

- a. Assist Owner with the development of bid advertisement and with developing other documents as needed to publish bid for advertisement.
- b. Attend Pre-Bid Meeting. Record questions asked during pre-bid meeting for inclusion in addenda.
- c. Respond to Bid phase questions from prospective Bidders, etc. and provide information to Owner as may be required to publish addenda as appropriate to clarify, correct, or change the Bidding Documents or to provide supplemental information.
- d. Assist with the creating of addenda as needed during the bid phase. Coordinate with Owner staff for addenda publication.



- e. Attend bid opening. If certified bid tab is required, compile bid tab information and provide a Recommendation to Award.

1.8 Construction Phase Services

- a. *Commencement and Duration:* The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof and will terminate upon final payment to Contractor by Owner.
- b. *Pre-Construction Conference:* Engineer's Project Manager and Project Engineer will participate in a Pre-Construction Conference prior to commencement of Work at the Site.
- c. *Schedules:* Engineer will receive, review, and determine the acceptability of any schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- d. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress, Engineer will make visits to the Site approximately once a month to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated there will be a total of nine (9) site visits. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the progress of the Work via telephone and/or email communication.

The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

- e. *Contractor Payment Applications:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, Engineer will determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute



Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Site visits for this item shall coincide with site visits as described in Item d above. A total of nine (9) site visits will be performed.

- f. *Defective Work:* Engineer shall inform Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- g. *Clarifications and Interpretations:* Field Orders: Engineer will, if requested by Owner, issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may recommend that Owner issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.



- h. *Change Orders and Work Change Directives*: Engineer will, if requested by Owner, review change requests and recommend change orders and work change directives to Owner, as appropriate.
- i. *Shop Drawings and Samples*: Engineer will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other information the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet Contractor's submittal schedules that Engineer has accepted.
- j. *Substitutes and "or-equal"*: Engineer will, if requested by Owner, evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- k. *Disagreements between Owner and Contractor*: Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate.
- l. *Substantial Completion*: Engineer will, upon request of Owner, accompany Owner on a visit to the Project site to determine if the Work is substantially complete and provide an opinion as to substantial completion and/or necessary repairs or corrections to the Work.
- m. *Record Drawings*: Engineer will furnish electronic CADD files of the final Design documents (non-conformed to Contractor's redlines) to Owner under the terms of Engineer's standard "hold harmless" agreement stipulating limitations of re-use or reproduction of said files.
- n. *Limitation of Responsibilities*: Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

1.9 Assumptions

- Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on directives by Owner personnel and the information known to Engineer at this time and represent only Engineer's judgment as a design professional familiar with the construction industry. Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Owner will provide Division 01 and other "front-end" technical specifications.

1.10 Additional Services

The following items are not included in the Scope of Services but can be provided if needed. No Additional Services will be performed unless approved in writing by Owner.



- Hydrologic and hydraulic modeling
- Geotechnical services
- US Army Corps of Engineers Permit
- City of Athens Permit(s)
- Additional gravity stormwater services above what is specified herein.
- Changes to the project layout after the 60% Submittal.
- Additional permitting beyond what is specified herein.
- Geotechnical services.
- Additional survey outside original scope.
- More than nine (9) site visits during the Construction Phase.
- Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- Services in connection with work change directives and change orders to reflect changes requested by Owner.
- Additional or extended services during construction made necessary by (i) emergencies or acts of God endangering the Work (advance notice not required), (ii) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (iii) Work damaged by fire or other cause during construction, (iv) a significant amount of defective, neglected, or delayed work by Contractor, (v) acceleration of the progress schedule involving services beyond normal working hours, or (vi) default by Contractor.
- Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- Providing the services of a Resident Project Representative to observe and document the work of the Contractor.
- Preparing a "Final Notice of Acceptability of the Work" or other construction contract close-out documentation.
- Preparing or assisting Owner in preparing O&M manuals or other Record Documents.
- Post-construction phase services, including warranty period site visits and providing opinions regarding acceptability of work or corrections needed.
- Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
- Environmental Studies other than that which is listed in Section 1.3.
- Permitting beyond that which is listed in Section 1.6.
- Detailed design of Canopy or any Structure. This design will be required to be submitted to Owner for review by the contractor or manufacturer. Engineer will review submittal for general conformance to the contract documents.
- Renderings
- Retaining Wall design



2 Schedule

Engineer will commit the resources necessary to complete the scope of services described herein in a timely manner and in accordance with the projected milestone schedule presented in Table 2-1.

Table 2-1: Schedule

Task/Activity	Completion Date*
Data Collection/Survey	4/30/2025
60% Submittal	5/16/2025
100% Submittal	5/30/2025
Bid Phase	8/8/2025
Construction Phase	6/4/2026

*Schedule assumes a Notice to Proceed date of 4/16/2025. Schedule includes a two-day period between each submittal milestone for Owner review and design review meeting. 100% Design submittal includes a draft final submittal and a signed and sealed final submittal after review and approval.

Upon receipt of an executed agreement and notice to proceed, Engineer will prepare a Project Execution Plan that will include a detailed schedule of the tasks to be completed and the associated durations and dates for completion. Engineer will provide a copy of the schedule to Owner and periodic updates as the Project progresses.

3 Compensation

Engineer will complete the Scope of Services described herein for compensation calculated on a "time and materials" basis up to a maximum not-to-exceed amount of \$115,100.00.

A compensation schedule with hourly rates for Engineer's personnel by classification is included herewith as Attachment A-1. In the event Owner requests additional services beyond those included in this document, Engineer will provide a written proposal and amendment request. Engineer will proceed with additional services only after receipt of written authorization from Owner.

The compensation shown above includes Gresham Smith and subconsultants. Table 3-1 shows the contract value for each project phase, as well any subconsultants.



Table 3-1: Compensation Summary

Project Phase	Compensation
Project Management, Meetings, and Coordination	\$12,000
60% Design Submittal	\$22,000
100% Design Submittal	\$35,000
Subconsultants	\$14,100
Bid Phase Services	\$5,000
Construction Phase Services	\$25,000
Estimated Reimbursable Expenses	\$2,000
TOTAL	\$115,100



Attachment A-1 – 2025 Compensation Schedule

Mayfield Dairy Stormwater Design – Task Order No. 2

Personnel Classification	Hourly Rate
Senior Principal	\$280
Principal	\$260
Senior Engineer II	\$250
Project Manager	\$240
Senior Engineer I	\$220
Senior Landscape Architect/Planner	\$200
Project Engineer	\$190
Project Landscape Architect/Planner	\$160
Intern Engineer	\$150
Intern Landscape Architect	\$125
Senior Civil Designer	\$190
Senior CADD Technician	\$125
Civil Technician	\$105
Specification Writer	\$120
Asst. Project Manager	\$130
Sr. Administrative Asst.	\$160
Administrative Asst.	\$110

Reimbursable expenses, including printing and copying charges, specialized equipment rental, and project related travel expenses, shall be invoiced at cost with no mark-up. Automobile mileage will be invoiced at the prevailing federal reimbursement rate. Subconsultant fees will be invoiced at cost.



EXHIBIT A

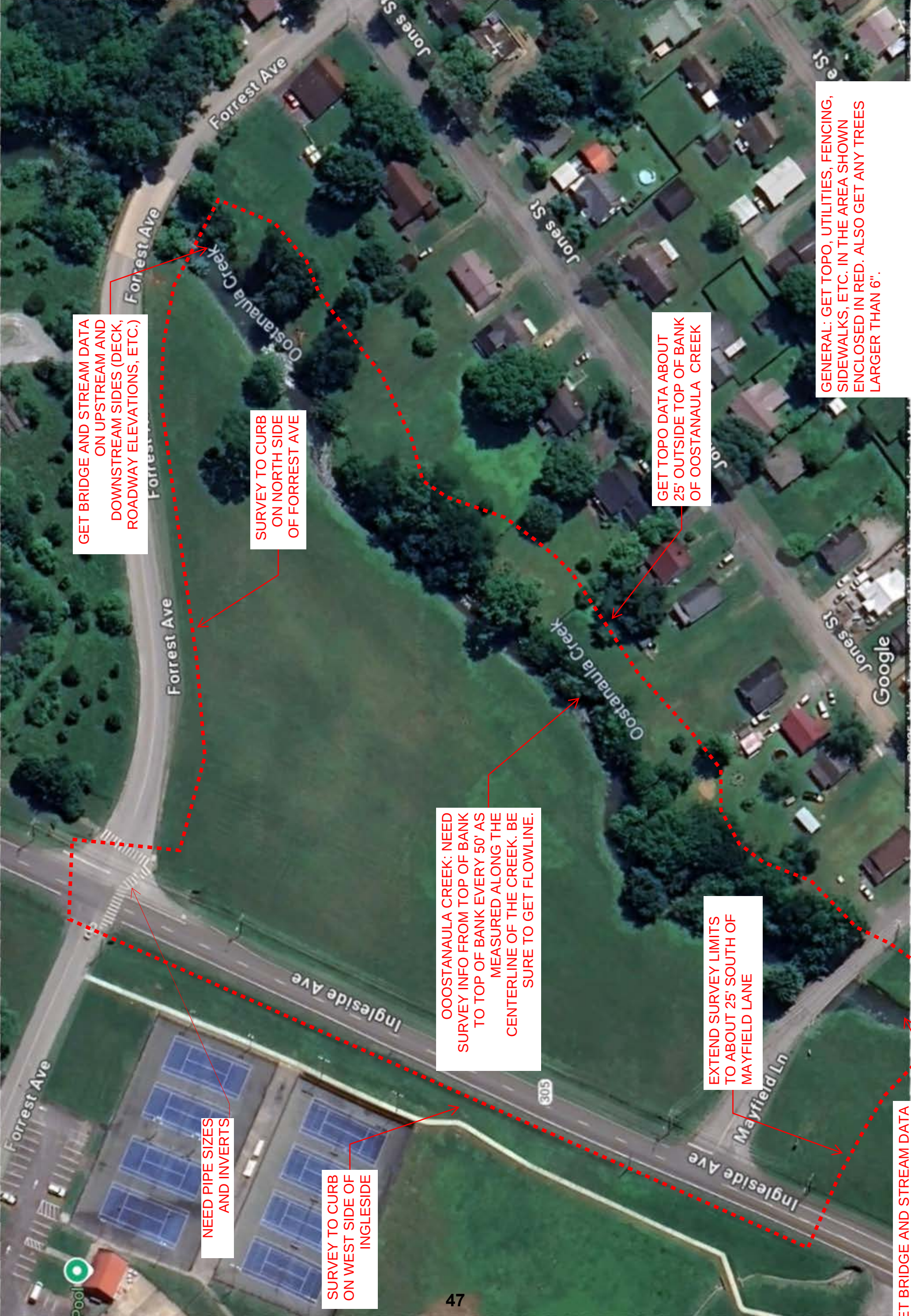
Preliminary Concept Plan





EXHIBIT B

Survey Exhibit



GET BRIDGE AND STREAM DATA
ON UPSTREAM AND
DOWNSTREAM SIDES (DECK,
ROADWAY ELEVATIONS, ETC.)

SURVEY TO CURB
ON NORTH SIDE
OF FORREST AVE

GET TOPO DATA ABOUT
25' OUTSIDE TOP OF BANK
OF OOSTANAULA CREEK

GENERAL: GET TOPO, UTILITIES, FENCING,
SIDEWALKS, ETC. IN THE AREA SHOWN
ENCLOSED IN RED. ALSO GET ANY TREES
LARGER THAN 6".

OOSTANAULA CREEK: NEED
SURVEY INFO FROM TOP OF BANK
TO TOP OF BANK EVERY 50' AS
MEASURED ALONG THE
CENTERLINE OF THE CREEK. BE
SURE TO GET FLOWLINE.

EXTEND SURVEY LIMITS
TO ABOUT 25' SOUTH OF
MAYFIELD LANE

NEED PIPE SIZES
AND INVERTS

SURVEY TO CURB
ON WEST SIDE OF
INGLESIDE

GET BRIDGE AND STREAM DATA





Agenda Item

X. A Discussion of City Hall

Overview

City Hall conditions, capacity, renovations, expansions, ADA compliance, HVAC replacement, and purchase of other buildings to be used as a city hall have all been discussed for some time. Recently, during the December 9, 2024 work session, this item was discussed further. During the December 17, 2024 regular session, the city council authorized the city manager to obtain a commercial appraisal of the former BBT building to be used as a potential city hall. The appraisal was received and this item was further discussed during the January 13, 2025 work session and during the January 21, 2025 regular session. According to the January 21, 2025 regular session minutes, no action was taken. Furthermore, during a special called meeting on February 27, 2025, the city council authorized the city manager to begin negotiations for the purchase of the Robert E. Lee Hotel with a maximum expenditure limit of \$1.35M. As of March 6, 2025, negotiations with both property owners occurred and all pricing numbers, due diligence periods, and earnest costs were known.

Following discussion during the March 10, 2025 work session, the consensus was to place this item on the March 18, 2025 regular session agenda under Old Business for further discussion.

During the March 18, 2025 regular session, the city council voted to cease all further negotiations with both property owners. This action would leave new construction as the only viable alternative.

During the April 7, 2025 work session, constructing a new 6,000 s.f. city hall annex on the existing city hall site to house the Police Department, renovating the existing city hall building, cost estimates, funding sources, general time schedule, and the advantages of constructing a new city hall annex and renovating the existing city hall were discussed. The consensus was to place this item on the April 15, 2025 regular session agenda under Old Business to further discussion.

Action to Consider

Motion, second, and vote are needed to continue the city hall discussion in some form or fashion. A possible motion could be to authorize the city manager to engage Allen & Hoshall, the architectural firm that previously studied the city hall situation and has already prepared space programming and expansion plans, to prepare a preliminary design and refined cost estimates for a new city hall annex to house the Police Department and renovating the existing city hall building.

Affected Departments

All

Revised Estimated Construction Cost

Items for a City Hall Annex to House the Police Station	Estimated Cost
Architect Design Fees Including Programming, Civil, and Construction Administration for a 6,000 s.f. Police Station	\$210,000
Site Preparation Cost	150,000
Construction Cost @ 400 per S.F.	2,400,000
Furniture/Fixtures/Equipment (FFE)	100,000
Generator	80,000
Soils Report	10,000
Topo Survey	6,000
City Permit Fee	2,000
10% Contingency	240,000
Total Estimated Construction Costs	3,198,000
Plus additional annual costs of utilities, property insurance, and repairs/maintenance	
Items To Renovate the Existing City Hall	Estimated Cost
Architect Design Fees Including Programming, Civil, and Construction Administration to Renovate the Existing 20,000 S.F. City Hall	\$240,000
Renovation Cost @ \$150 per S.F.	3,000,000
HVAC Replacement	580,000
City Permit Fee	2,000
10% Contingency	300,000
Total Estimated Renovation Costs	4,122,000
Grand Total Estimated Cost	7,320,000







Agenda Item

XI. A. Amend City Code 8-52 (1) to Increase the Number of Retail Liquor Stores Allowed Within the City Limits from Two

Overview

During the April 7, 2025 work session, Mayor Eaton initiated the discussion of possibly increasing the number of retail liquor stores allowed within the city limits from two to a higher number or eliminating the limit altogether. During that meeting, state law (TCA 57-3-208) that authorizes the city to limit the number of retail liquor licenses and city code Chapter 8 regarding retail liquor stores were presented.

Following discussion, the consensus was to place this item on the April 15, 2025 regular session agenda under New Business for further discussion and consideration.

The options would be to: 1) keep the limit of retail liquor stores allowed within the city limits to two, 2) increase the limit from two to a higher number, or 3) eliminate the cap and use the zoning and licensing criteria as contained in the city code. If options 2 or 3 are selected, the first reading of the appropriate ordinance would be during the April 15, 2025 regular session and the public hearing, second reading, and adoption would be during the May 20, 2025 regular session. Both ordinance options are attached.

Action to Consider

If an ordinance amendment is wanted, a motion, second, and vote are needed to approve the selected ordinance.

Affected Departments

City Manager's Office, Police Department

Tenn. Code Ann. § 57-3-208

Copy Citation

Current through the 2024 Regular Session.

[Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS](#) [Title 57 Intoxicating Liquors](#) [Chapter 3 Local Option – Traffic in Intoxicating Liquors](#) [Part 2 Licenses and Fees](#)

57-3-208. Certificate required — Contents — Exceptions.

(a) As a condition precedent to the issuance of a license under § 57-3-204, every applicant for a license under that section shall submit with the application to the commission a certificate signed by the county mayor or chair of the county commission in which the licensed premises are to be located if outside the corporate limits of a municipality or, if within a municipality, from the mayor or a majority of the commission, city council, or legislative body of the municipality, by whatsoever name designated, or if the municipality has no mayor, from the highest executive of the municipality.

(b)

(1) The certificate must state:

(A) That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

(B) That the applicant or applicants have secured a location for the business which complies with all restrictions of any local law, ordinance, or resolution, duly adopted by the local jurisdiction, as to the location of the business;

(C) That the applicant or applicants have complied with any local law, ordinance or resolution duly adopted by the local authorities regulating the number of retail licenses to be issued within the jurisdiction;

(D) The certificate remains valid unless there is a change of ownership or location. If either of these events occurs, a new certificate must be obtained prior to renewal.

(2) Each applicant or officer identified in subdivision (b)(1)(A) must obtain and submit with the certificate a local and national criminal history record obtained from a third party using a multistate criminal records locator or other similar commercial nationwide database with validation. A criminal history record that indicates that the applicant or officer has not been convicted of a felony within the immediately preceding ten-year period serves as proof satisfactory that the applicant or officer has complied with subdivision (b)(1)(A).

(c) Municipalities and counties are hereby authorized to limit the location of retail liquor stores and the number of licenses issued within their jurisdictions. No local law, ordinance or resolution may limit the location and number of licenses authorized under § 57-3-204, so as to unreasonably restrict the availability of alcoholic beverages for the residents of such municipalities and counties. A local jurisdiction may impose reasonable residency requirements on any applicant. However, if a local jurisdiction does impose such residency requirements, such local jurisdiction shall not

be authorized to impose any residency requirement on any applicant who has been continuously licensed pursuant to § 57-3-204 for seven (7) consecutive years.

(d) An applicant may seek review of the denial of a certificate by instituting an action in the chancery court having jurisdiction over the municipality or county within sixty (60) days of the denial.

(e) A failure on the part of the issuing authority to grant or deny the certificate within sixty (60) days of the written application for such shall be deemed a granting of the certificate.

(f) The requirement imposed by this section to submit a certificate shall not be applicable to any applicant if:

(1) The authority of the county or municipality charged with the responsibility to issue the certificate required herein shall have failed to grant or deny the certificate within sixty (60) days after written application for such certificate is filed; or

(2) The applicant submits a final order of a court holding that the denial of the required certificate was unreasonable, as established by subsections (c) and (d).

TITLE 8 ALCOHOLIC BEVERAGES**CHAPTER 8-I INTOXICATING LIQUORS****CHAPTER 8-II LIQUOR STORES****CHAPTER 8-III BEER****CHAPTER 8-IV SALE OF WINE IN RETAIL FOOD STORES****CHAPTER 8-I INTOXICATING LIQUORS****8-1 General Prohibition Regarding Alcohol: Definitions****8-2 Purchase Or Attempt To Purchase By Minors****8-3 Consumption Of Alcoholic Beverages On Premises****8-4 Privilege Tax On Retail Sale Of Alcoholic Beverages For Consumption On The Premises****8-5 Annual Privilege Tax To Be Paid To The Director Of Finance****8-6 Sign Restrictions****8-7 Responsibilities Of Licensee****8-8 Unregulated And Unlicensed Possession And Consumption Of Beer And Alcoholic Beverages****8-1 General Prohibition Regarding Alcohol: Definitions**

- (1) *Generally.* Except as authorized by applicable laws or ordinances, it is unlawful for any person or legal entity, regardless of its form of existence (i.e., corporation, limited liability company, partnership, etc.), to manufacture, receive, possess, store, transport, sell, furnish, or solicit orders for any intoxicating liquor within the city.
- (2) *Definitions.* The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Intoxicating liquor includes whiskey, wine, home brew, moonshine, and all other intoxicating, spirituous, vinous, or malt liquors and beers which contain more than eight percent of alcohol by weight pursuant to T.C.A. § 57-5-101.

Minor means any person who has not attained 18 years of age, except that within this title which addresses, deals with, or relates to any form of alcoholic beverage, whether beer, liquor, wine, or otherwise, the term "minor" means any person who has not attained 21 years of age.

(Code 1972, § 2-101; Code 1995, § 8-101; Ord. No. 834, 9-23-1997; Ord. No. 873, 1-16-2001; Ord. No. 1011, 10-16-2002)

8-2 Purchase Or Attempt To Purchase By Minors

No minor under 21 years of age shall purchase or attempt to purchase intoxicating liquor or beer at any place where it is sold.

(Code 1972, § 10-222; Code 1995, § 11-101)

8-3 Consumption Of Alcoholic Beverages On Premises

T.C.A. title 57, ch. 4 is adopted so as to be applicable to all sales of alcoholic beverages for on-premises consumption which are regulated by that chapter when such sales are conducted within the corporate limits of the city. It is the intent of the city council that T.C.A. title 57, ch. 4, and any amendment thereto, shall be effective in the city, the same as if the code sections were copied herein verbatim.

(Code 1995, § 8-102; Ord. No. 873, 1-16-2001)

8-4 Privilege Tax On Retail Sale Of Alcoholic Beverages For Consumption On The Premises

Pursuant to the authority contained in T.C.A. § 57-4-301, there is levied a privilege tax in the same amounts levied by T.C.A. § 57-4-301 for the city general fund to be paid annually, as provided in this chapter, upon any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., engaging in the business of selling at retail in the city alcoholic beverages for consumption on the premises where sold.

(Code 1995, § 8-103; Ord. No. 873, 1-16-2001)

8-5 Annual Privilege Tax To Be Paid To The Director Of Finance

Any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., exercising the privilege of selling alcoholic beverages for consumption on the premises in the city shall remit annually to the director of finance the appropriate tax described in ACC 8-4. Such payment shall be remitted not less than 30 days following the end of each 12-month period from the original date of the license. Upon the transfer of ownership of such business or the discontinuance of such business, the tax shall be filed within 30 days following such event. Any person or legal entity, regardless of its form of existence, i.e., corporation, limited liability company, partnership, etc., failing to make payment of the appropriate tax when due shall be subject to any penalty provided by law, including revocation of the privilege of selling alcoholic beverages for consumption on the premises in the city.

(Code 1995, § 8-104; Ord. No. 873, 1-16-2001)

8-6 Sign Restrictions

Notwithstanding any provision in T.C.A. title 57, ch. 4, no outdoor sign, advertisement or display that advertises alcoholic beverages may be erected or maintained on or about the property from which alcoholic beverages for consumption on the premises is made other than one sign, advertisement or display which makes reference to the fact that the establishment sells alcoholic beverages for consumption on the premises but does not use brand names, pictures, numbers, prices or diagrams relating to any particular type or brand of alcoholic beverages.

(Code 1995, § 8-105; Ord. No. 873, 1-16-2001)

8-7 Responsibilities Of Licensee

- (1) Each licensee must furnish the chief of police with a list of the name, date of birth, and social security number of all persons to be employed in the place where alcoholic beverages are to be sold and must inform the chief of police within 72 hours of employment as to the name, date of birth, and social security number of any persons employed after such list has been originally submitted. The list will be maintained by the police department at city hall. The term "employee" shall be defined in this chapter as any person engaged in the operations of the business on a regular basis or who receives compensation from the business.
- (2) Licensees shall be deemed responsible for the actions of all employees or agents in regard to state and local legislation related to alcoholic beverages, and a violation thereof by an employee or agent shall subject the licensee to appropriate sanction, including revocation or suspension of any license.
- (3) Prior to January 1 of each year, it is the responsibility of the licensee to pick up copies of any new legislation regulating the sale of alcoholic beverages. It is also the responsibility of the licensee to immediately notify the chief of police of any convictions or pleas for unlawful activity.

(Code 1995, § 8-106; Ord. No. 873, 1-16-2001)

8-8 Unregulated And Unlicensed Possession And Consumption Of Beer And Alcoholic Beverages

This section shall make the unregulated and unlicensed possession and consumption of beer and alcoholic beverages in a business in the city unlawful.

- (1) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alcoholic beverages means alcohol, spirits, liquor, wine and every liquid containing alcohol, spirits, wine and capable of being consumed by a human being other than patent medicine or beer where the latter contains an alcoholic content of five percent or less by weight.

Beer means all beers, ales, and other malt liquors having an alcoholic content of not more than five percent by weight.

Hotel means, as defined in T.C.A. § 67-4-1401, any structure or space, or any portion thereof, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist camp, tourist court, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for a consideration.

Open container means a container which has any opening through which its contents may pass in order to be consumed by any person.

- (2) It is unlawful for any person to consume beer or an alcoholic beverage not lawfully sold by the business on the premises of any business open for business in the city.
- (3) It is unlawful for any person to possess an open container of beer or an alcoholic beverage not lawfully sold by the business on the premises of any business open for business.
- (4) It is unlawful for any owner of a business open for business in the city, or the owner's agent or employee, knowingly or intentionally to permit any person to possess an open alcoholic container of beer or an alcoholic beverage not lawfully sold by the business or to consume beer or an alcoholic beverage not lawfully sold by the business on the premises of any business. For the purposes of this section, notice to an agent or employee of a business shall constitute notice to the owner of the business.
- (5) This section does not prohibit the sale of beer or alcoholic beverages by any business which possesses a valid beer permit or alcoholic beverage license during such hours authorized by the laws of the state and the ordinances of the city nor does this section prohibit any other conduct permitted under the laws of the state or the ordinances of the city. This section does not prohibit the owner of a business who resides on the premises of the business from consuming beer or alcoholic beverages at any time on the premises or from possessing an open container of beer or alcoholic beverage at any time on the premises. This section does not prohibit the consumption of beer or alcoholic beverages or the possession of an open container of beer or alcoholic beverages by any person within the confines of the person's individual room in any hotel within the city.

(Code 1995, § 8-107; Ord. No. 888, 12-18-2001)

CHAPTER 8-II LIQUOR STORES

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8-35 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic beverage means and includes alcohol, spirits, liquor, wine and every liquid containing alcohol, spirits, and wine capable of being consumed by a human being other than medicine or beer where the latter contains an alcohol content of five percent by weight or less. The term "alcoholic beverage" also includes any liquid product containing distilled alcohol capable of being consumed by a human being, manufactured or made with distilled alcohol, irrespective of alcoholic content. Products or beverages, including beer, containing less than one-half percent alcohol by volume, other than wine as defined in this section, shall not be considered an alcoholic beverage and shall not be subject to regulation or taxation pursuant to this chapter unless specifically provided.

Applicant means a person applying for a local liquor store privilege license or a certificate of compliance, as the context provides.

Applicant group means more than one person joining together to apply for a local liquor store privilege license or certificate of compliance, as the context provides, to operate a single liquor store pursuant to the same application.

Application means the form or other information an applicant or applicant group is required to file with the city in order to attempt to obtain a local liquor store privilege license or certificate of compliance, as the context provides.

Certificate of compliance means the certificate required in T.C.A. § 57-3-208 and subject to the provisions set forth in this chapter for issuance of such a certificate.

Co-licensees means persons who together hold a single liquor store privilege license for a single liquor store.

Federal statutes means the statutes of the United States now in effect or as they may hereafter be changed or amended.

Inspection fee means the monthly fee a licensee is required by this chapter to pay, the amount of which is determined by a percentage of the gross purchase price of all alcoholic beverages acquired by the licensee for retail sale from any wholesaler or any other source. In the event of co-licensees holding a

local liquor store privilege license for a single liquor store, such inspection fee shall be the same as if the local liquor store privilege license were held by a single licensee.

License fee means the annual fee a licensee is required by this chapter to pay prior to the time of the issuance or renewal of a local liquor store privilege license. In the event of co-licensees holding a local liquor store privilege license for a single liquor store, only one license fee is required.

Licensee means the holder of a local liquor store privilege license. In the event of co-licensees, each person who receives a certificate of compliance and liquor store privilege license shall be a licensee subject to rules and regulations herein.

Liquor store means the building or part of a building where a licensee conducts any of the business authorized by the local liquor store privilege license and state liquor license held by such licensee.

Local liquor store privilege license means a local liquor store privilege license issued under the provisions of this chapter for the purpose of authorizing the holder thereof to engage in the business of selling alcoholic beverages at retail in the city at a liquor store. Such a local liquor store privilege license will only be granted to a person who has a valid state liquor retailer's license. One local liquor store privilege license is necessary for each liquor store to be operated in the city.

Manufactured building means a structure or building substantially or wholly made at a manufacturing plant for installation or assembly at a building site, whether referred to as a mobile home, modular home, manufactured home, panelized home, prefab home, factory-built home, or otherwise. The term "manufactured building" includes any structure transportable in one or more sections built or placed on a permanent chassis designed to be used with or without a permanent foundation.

Person means any natural person as well as any corporation, limited liability company, partnership, firm or association or any other legal entity recognized by state law.

Retail sale and *sale at retail* mean the sale to a consumer or to any person for any purpose other than for resale.

State law, rules and regulations means all applicable state laws, rules and regulations applicable to alcoholic beverages as now in effect or as they may hereafter be changed or amended, including, without limitation, the local option liquor rules and regulations of the state alcoholic beverage commission.

State liquor retailer's license means a license issued by the state alcoholic beverage commission pursuant to T.C.A. § 57-3-201 et seq., permitting its holder to sell alcoholic beverages at retail in the state.

Wholesaler means any person who sells at wholesale any beverage for the sale of which a license is required under the provisions of this chapter.

Wine means the product of normal alcoholic fermentation of juice of fresh, sound, ripe grapes, with the usual cellar treatment and necessary additions to correct defects due to climatic, saccharine, and seasonal conditions, including champagne, sparkling and fortified wine of an alcoholic content not to exceed 21 percent by volume.

(Ord. No. 1035, § 1(8-201), 3-17-2015)

8-36 Selling And Distribution Generally

It is unlawful for any person to engage in the business of selling or distributing alcoholic beverages within the corporate limits of the city except as provided by T.C.A. title 57 and by the rules and regulations promulgated thereunder and as provided under this title.

(Ord. No. 1035, § 1(8-202), 3-17-2015)

8-37 Licenses Required For Sale Of Alcoholic Beverages At Retail

It shall be lawful for a licensee to sell alcoholic beverages at retail in a liquor store, provided that such sales are made in strict compliance with all federal statutes, all state laws, rules and regulations, and all provisions of this chapter and any other applicable chapter and the Charter of the city, and provided that such licensee has a valid and duly issued state liquor retailer's license and a valid and duly issued local liquor store privilege license from the city permitting the licensee to sell alcoholic beverages at retail. Transfer of any ownership right or interest in a license is prohibited. Possession of any alcoholic beverage by a licensee in any manner other than by retail sale is prohibited.

(Ord. No. 1035, § 1(8-203), 3-17-2015)

8-38 Licensee Responsible For Officers And Agents

Each licensee shall be responsible for all acts of such licensee, as well as the acts of a co-licensee, and acts of the licensee's officers, employees, agents and representatives so that any violation of this Code or the city Charter, or of any state or federal law concerning alcoholic beverages by any co-licensee, officer, employee, agent or representative of a licensee shall constitute a violation of this chapter by such licensee.

(Ord. No. 1035, § 1(8-204), 3-17-2015)

8-39 Location Of Liquor Store

- (1) It is unlawful for any person to operate or maintain a liquor store for the retail sale of alcoholic beverages in the city unless at a location approved by city council. All such stores shall only be located within a B-2 or B-3 business district.
- (2) Moreover, in no event shall such store be located within 500 feet of any building used as a school or church. The minimum distance requirement from a church shall only be applicable provided a church service is held at the church premises at least on one day of each week.
- (3) The minimum distance requirement from a school shall only relate to any public school operated by the city or county or a private school, provided such school is licensed and accredited by the state to provide and is providing a kindergarten, elementary, or secondary education to students at the premises.
- (4) Excepting any existing buildings currently subject to previous requirements, the minimum distance requirement in this section from certain buildings shall be measured in a straight line between the middle of the main entrance of the building proposed to sell alcoholic beverages and the front door of the building from which there must be a minimum distance.
- (5) The minimum distance requirement in this section from certain buildings shall not be applicable with respect to the building of a local liquor store privilege licensee located within the downtown business district, which is defined as that area within the interior of the boundaries of Baxter Street, College Street, Hill Street, and Park Street. No liquor store shall be located where the operation of a liquor store at the premises contemplated by an application would unreasonably interfere with public health, safety, or morals.

(Ord. No. 1035, § 1(8-205), 3-17-2015; Ord. No. 1116, § 1, 5-16-2023)

8-40 Requirements For Building Containing Liquor Store

- (1) No liquor store shall be located within a manufactured building as defined in ACC 8-35. All liquor stores shall be located within a newly constructed building or within an existing building to be renovated or refurbished. The plans for any new building or for the renovation or refurbishing of an existing building must be approved by the city community development office and the city council.
- (2) The front of the building must have a brick facade.
- (3) All liquor stores shall have night light surrounding the outside of the premises and shall be equipped with a functioning burglar alarm system on the inside of the premises.
- (4) The liquor store display area shall be at least 1,800 square feet, except for stores in the downtown business district as defined in ACC 8-39, which shall have a display area at least 900 square feet.
- (5) Full, free and unobstructed vision shall be afforded to and from the street, public highway or parking lot to the interior of the liquor store by way of large windows in the front and to the extent practical to the sides of the building containing the liquor store.
- (6) No liquor store shall be located except on the ground floor of the building, and it shall have one main entrance opening on a public street, and such place of business shall have no other entrance for use by the public. All liquor stores shall be subject to applicable zoning, land use, building and safety regulations, as adopted within this Code, unless specifically stated otherwise herein.

(Ord. No. 1035, § 1(8-206), 3-17-2015)

8-41 Restrictions Generally.

- (1) *Certain devices and non-employee seating forbidden.* No pool tables, televisions for viewing by customers, pinball machines, arcade gaming devices, including video games, jukeboxes or similar devices shall be permitted in any liquor store. No seating facilities, other than for employees of the liquor store, shall be permitted in any liquor store.
- (2) *Time and days of operation.* No liquor store shall sell or give away any alcoholic beverage between 11:00 p.m. on Saturday and 8:00 a.m. on Monday of each week (no Sunday sales). No liquor store shall sell, give away, or otherwise dispense alcoholic beverages except between the hours of 8:00 a.m. and 11:00 p.m. on Monday through Saturday. The store may not be open to the general public except during regular business hours. No liquor store shall be open for business on Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, or the Fourth of July.
- (3) *Selling or furnishing to persons below the age of 21 years, etc.* It is unlawful for any licensee to sell, furnish or give away any alcoholic beverage to a person below the age of 21 years, to a person visibly intoxicated, or to any person accompanied by a person who is visibly intoxicated. It is unlawful for any person under the age of 21 years or a person who is visibly intoxicated to enter or remain in a liquor store or to loiter in the immediate vicinity of a liquor store. Employees with appropriate employee permits issued pursuant to state law who are age 18 years and older are permitted in a liquor store for the purpose of engaging in paid employment only. It is unlawful for a person below the age of 21 years to misrepresent his or her age in an attempt to gain admission to a liquor store or in an attempt to buy any alcoholic beverage from a licensee. Any person selling alcoholic beverages within the city shall be required to have produced to the person selling the alcoholic beverages a facially valid government-issued identification showing that the age of the prospective purchaser of the alcoholic beverage is 21 years of age or older. If such identification is not produced by the prospective purchaser, the alcoholic beverage shall not be sold. Such identification shall be required prior to the sale of alcoholic beverages, regardless of the apparent age of the prospective purchaser.

- (4) *Consumption on premises of liquor store.* It is unlawful for any licensee to sell any alcoholic beverage for consumption in such licensee's liquor store or on the premises used by the licensee in connection therewith. It is unlawful for any person who is not an employee of the liquor store to consume any alcoholic beverage in the liquor store or in the immediate vicinity of the liquor store. Any consumption of an alcoholic beverage by an employee shall be limited solely to the circumstances permitted and set forth in the rules of the state alcoholic beverage commission and any applicable federal law.
- (5) *Advertising.* There shall be no advertising signs of any kind whatsoever outside the building containing a liquor store, either for the liquor store or to advertise any matter pertaining to alcoholic beverages sold at liquor stores, except as set forth herein. There may be placed on the front of a liquor store, but not extending therefrom over 12 inches, a sign setting out the name of the liquor store. Such sign shall not exceed 20 square feet in dimension. No such sign shall contain letters of neon or tube lighting so as to produce lighting within letters. No reader board or changeable copy signs shall be permitted. One freestanding sign shall be allowed on the premises not to exceed 144 square feet. No off-premises signs related to a liquor store shall be allowed within the city. No banner or temporary or permanent sign or other material shall be placed on or inside a liquor store so that it obstructs free and clear vision of the interior of the liquor store from outside of the liquor store. The foregoing notwithstanding, one banner advertising the grand opening of the liquor store shall be permitted for up to two weeks when a liquor store is first opened for business, provided a sign permit for such banner is obtained from the city. In addition, all liquor store signage shall be subject to applicable zoning, building, and safety regulations, as adopted within this Code, unless specifically stated otherwise herein.
- (6) *Off-premises business.* All retail sales of alcoholic beverages shall be confined to the premises of the liquor store. No curb service is permitted, nor shall drive-in window service be permitted. A licensee shall not deliver or cause to be delivered any alcoholic beverage from the store premises to the residence or place of business of a consumer. No licensee shall employ any canvasser, agent, solicitor or other representative for the purpose of receiving an order from a consumer for any alcoholic beverages at the residence or place of business of such consumer nor shall any such licensee receive or accept any such order which shall have been solicited and received at the residence or place of business of such consumer. This subsection shall not be construed as to prohibit the solicitation by a state licensed wholesaler of any order from any licensed retailer at the licensed premises.

(Ord. No. 1035, § 1(8-207), 3-17-2015)

8-42 Fees

- (1) *Inspection fee.* Pursuant to T.C.A. § 57-3-501, there is levied on each licensee an inspection fee of eight percent on the wholesale price of any alcoholic beverages acquired by the licensee from any wholesaler or any other source. In the event the population of the county exceeds 60,000 according to any subsequent federal census, the inspection fee shall be reduced to five percent on the wholesale price of any alcoholic beverages acquired by the licensee from any wholesaler or any other source. In the event of any subsequent amendments of T.C.A. § 57-3-501, the inspection fee shall be the maximum allowed by T.C.A. § 57-3-501.
- (2) *Collection.* Collection of such inspection fee shall be made by the wholesaler or other source vending to the licensee from the licensee at the time the sale is made to the licensee or at the time the retailer makes payment for the delivery of the alcoholic beverages. The licensee shall create and maintain all records specified in the state rules and regulations related to the purchase and sale of alcoholic beverages and preserve these records for a period of at least 15 months unless the city manager gives the licensee written permission to dispose of such records at an earlier time. In the event of co-licensees holding a single license, one set of records per liquor store satisfies the requirements of this subsection.

- (3) *Reports.* The city manager shall prepare and make available to each wholesaler and other source vending alcoholic beverages to licensees sufficient forms for the monthly report of inspection fees payable by such licensee making purchase from such wholesaler or other source. Each wholesaler making sales to licensees located within the city shall furnish the city a report monthly, which report shall contain a list of the alcoholic beverages sold to each retailer located within the city, the wholesale price of the alcoholic beverages sold to each licensee, the amount of tax due, and such other information as may be required by the city. The monthly report shall be furnished the city not later than the 20th of the month following which the sales were made. The inspection fees collected by the wholesaler from the licensee shall be paid to the city at the time the monthly report is made. Wholesalers collecting and remitting the inspection fee to the city shall be entitled to reimbursement for this collection service a sum equal to five percent of the total amount of inspection fees collected and remitted, such reimbursement to be deducted and shown on the monthly report to the city. Failure to collect or timely report and/or pay the inspection fee collected shall result in a civil penalty of ten percent of the fee due the city, which shall be payable to the city. The city shall have the authority to audit the records of wholesalers reporting to it in order to determine the accuracy of such reports. The city shall have the authority to audit the records of the licensee in order to determine the accuracy of such reports related to the inspection fees. Nothing herein shall relieve the licensee of the obligation of payment of the inspection fee, and it shall be the licensee's duty to see that the payment of the inspection fee for the licensee's liquor store is made to the city on or before the 20th day of each calendar month for the preceding month.
- (4) *Failure to pay fees.* The failure of the wholesaler to pay the inspection fees and to make the required reports accurately and within the time required by this chapter may result in the suspension or revocation of the licensee's liquor store privilege license if it is determined by the city that the conduct of the licensee has resulted in the failure of the wholesaler to pay the inspection fees and to make the required reports.
- (5) *Use of fees.* All funds derived from inspection fees imposed herein shall be used to defray expenses in connection with the enforcement of this chapter, including particularly the payment and compensation of officers, employees, and other representatives of the city in investigating and inspecting licensees and applicants and in seeing that all provisions of this chapter are observed. The city council finds and declares that the amount of these inspection fees is reasonable and that the funds expected to be derived from these inspection fees will be reasonably required for such purposes.

(Ord. No. 1035, § 1(8-208), 3-17-2015)

8-43 Records Kept By Licensee

- (1) *Required records.* In addition to any records specified in the state rules and regulations, each licensee shall keep on file, at such licensee's liquor store, the following records:
- (a) The original invoices of all alcoholic beverages bought by the licensee;
 - (b) The original receipts for any alcoholic beverages returned by such licensee to any wholesaler;
 - (c) A current daily record of the gross sales by such licensee with evidence of cash register receipts for each day's sales;
 - (d) An accurate record of all alcoholic beverages lost, damaged, or disposed of other than by sale and showing for each such transaction the date thereof, the quantity and brands of alcoholic beverages involved and the name of the person receiving the same.

- (2) *Duration.* All such records shall be preserved for a period of at least 15 months unless the city manager gives the licensee written permission to dispose of such records at an earlier time. In the event of co-licensees holding a single license, one set of records per liquor store satisfies the requirements of this subsection.

(Ord. No. 1035, § 1(8-209), 3-17-2015)

8-44 Inspections Generally

The city manager, the city finance director, the chief of police or the authorized representatives or agents of any of them are authorized to examine the premises, books, papers and records of any liquor store at any time the liquor store is open for business for the purpose of determining whether the provisions of this chapter are being observed. Refusal to permit such examination shall be a violation of this chapter and shall constitute sufficient reason for revocation of the local liquor store privilege license of the offending licensee or for the refusal to renew the local liquor store privilege license of the offending licensee.

(Ord. No. 1035, § 1(8-210), 3-17-2015)

8-45 Enforcement, Violations And Penalties

Any violation of the provisions of this chapter shall be punishable under ACC 1-13 and in the discretion of the city council, by any combination of a civil penalty of up to \$500.00 per violation, or temporary suspension or permanent revocation of the local liquor store privilege license where appropriate. Enforcement provisions are also applicable as found under state law. In addition to the above, the city council may direct that the city manager notify the state alcoholic beverage commission of any violation of this chapter, together with a petition that the state liquor license be revoked, pursuant to T.C.A. § 57-3-101 et seq., and the rules and regulations of the commission.

(Ord. No. 1035, § 1(8-211), 3-17-2015)

8-46 Certificate Of Compliance

As a condition precedent to the issuance of a state liquor retailer's license by the state alcoholic beverage commission, the city council may authorize the issuance of certificates of compliance by the city according to the terms contained herein.

(Ord. No. 1035, § 1(8-212), 3-17-2015)

8-47 Application For Certificate Of Compliance And Local Liquor Store Privilege License

- (1) *Filing and content.* An applicant or applicant group for a liquor store shall file with the city manager a completed written application on a form to be provided by the city manager which shall contain all of the following information and whatever additional information the city council or city manager may require:
- (a) The name and street address of each person to have an interest, direct or indirect, in the liquor store as an owner, partner, stockholder or otherwise. In the event that a corporation, partnership, limited liability company or other legally recognized entity is an applicant or member of an applicant group, each person with an interest therein must be disclosed and must provide the information on the application provided by the city;
 - (b) The name of the liquor store proposed;
 - (c) A statement that the applicant has secured a location for the liquor store business which complies with all of the restrictions and conditions within this chapter and that the liquor

store business is not prohibited at this location because of some other provision of this Code or state law. As a part of this statement, the applicant shall provide the address of the proposed liquor store and its zoning designation;

- (d) The statement that an individual applicant either resides within and has resided within the state and the urban growth boundaries of the city for at least two years immediately prior to the time the application is filed or is a resident of the county and has been so for at least two years immediately prior to the time the application is filed and who owns at least a 50 percent interest in developable land in the city. The statement, if the applicant is an applicant group, whether a partnership, corporation, or limited liability company, that at least 51 percent of the ownership shares or interests in such partnership, corporation, or limited liability company are owned by a natural person who either resides and has resided within the state and the urban growth boundaries of the city for at least two years prior to the time the application is filed, or that at least 51 percent of the ownership shares or interests in such partnership, corporation, or limited liability company are owned by a natural person who resides within the county and has been so for at least two years immediately prior to the time the application is filed and who owns at least a 50 percent interest in developable land in the city;
 - (e) A statement that the persons receiving the requested license, to the best of their knowledge, if awarded the certificate of compliance, could comply with all the requirements for obtaining the required licenses under state law and the provisions of this chapter for the operation of a liquor store in the city; and
 - (f) The agreement of each applicant or each member of an applicant group, as appropriate, to comply with all applicable laws and ordinances and with the rules and regulations of the state alcoholic beverage commission with reference to the sale of alcoholic beverages and the agreement of each applicant or each member of an applicant group as to the validity and the reasonableness of these regulations, inspection fees, and taxes provided in this title with reference to the sale of alcoholic beverages.
- (2) *Further documentation.* The application form shall be accompanied by a copy of each questionnaire form and other material to be filled out by the applicant or each member of the applicant group with the state alcoholic beverage commission in connection with an application for a state liquor retailer's license and, with respect to the store location and building thereon, shall be accompanied by five copies of a scale plan, drawn to a scale of not less than one inch equals 20 feet, giving the following information:
- (a) The shape, size and location of the lot upon which the liquor store is to be operated under the license;
 - (b) The shape, size, height and location of all buildings, whether they are to be erected, altered, moved or are existing upon the lot;
 - (c) The off-street parking space and off-street loading and unloading space to be provided, including the vehicular access to be provided from these areas to a public street; and
 - (d) The identification of every parcel of land within 500 feet of the lot upon which the liquor store is to be operated indicating the ownership thereof and the location of any structures thereon and the use being made of every such parcel.
- (3) *Signatures.* The application form shall be signed and verified by each person to have any interest in the liquor store either as an owner, partner, LLC member, stockholder or otherwise.
- (4) *Misrepresentation, concealment of fact and duty to amend.* If any applicant, member of an applicant group, or licensee misrepresents or conceals any material fact in any application form or as to any other information required to be disclosed by this chapter, such applicant, member

of an applicant group, or licensee shall be deemed to have violated the provisions of this chapter and his or her application may be disregarded or his or her license restricted or revoked as deemed appropriate by the city council. Further, no sale, transfer or gift of any interest of any nature, either financial or otherwise, in a liquor store shall be made without first obtaining a replacement license from the city upon the approval of the city council.

- (5) *Fee.* Each application shall be accompanied by a nonrefundable \$500.00 investigation fee. One application fee per applicant group is sufficient.

(Ord. No. 1035, § 1(8-213), 3-17-2015)

8-48 State-Required Certificate Of Compliance

Pursuant to T.C.A. § 57-3-208, an applicant for a state liquor retailer's license, as a condition precedent to the issuance of such license, shall submit with the application to the state alcoholic beverage commission a certificate of compliance containing the information as stated in T.C.A. § 57-3-208. In issuing any certificate of compliance, the city council and city manager will follow and comply with the guidelines and requirements as stated in T.C.A. § 57-3-208. The city council will not consider any application until publication, at the applicant's expense, in a newspaper of general circulation in the county of the notice required by Tenn. Comp. Rules and Regs. 0100-03-.09(10)--(11) has occurred.

(Ord. No. 1035, § 1(8-214), 3-17-2015)

8-49 Restrictions Upon Issuance

- (1) *Certificates of compliance.* The city council shall not issue a certificate of compliance unless the applicant has complied with all the requirements of state liquor statutes, the rules and regulations of the alcoholic beverage commission (Tenn. Comp. Rules and Regs. 0100-03), and this chapter.
- (2) *No violations of chapter.* No certificate of compliance shall be issued unless a license issued on the basis thereof can be exercised without violating any provisions of this chapter.
- (3) *Prerequisites of issuance.* The city manager, upon approval of city council, shall not sign any certificate of compliance for any applicant or applicant group until:
- (a) An application has been filed with the city manager which complies with this chapter and a showing has been made that the applicant has met all the conditions for a certificate of compliance as stated in T.C.A. § 57-3-208;
 - (b) The notice required by Tenn. Comp. Rules and Regs. 0100-03-.09(10)--(11) has been published and the public hearing noticed therein has been conducted;
 - (c) The location stated in the certificate has been approved by the city council as a suitable location for the operation of a liquor store; and
 - (d) The application has been considered at a public meeting of the city council and approved by a vote of at least three members thereof.
- (4) *Time periods for action.* Any applicant or applicant group who has obtained a certificate of compliance as provided herein must open a liquor store in the city within six months or, unless an extension is granted by city council, the certificate will be revoked by the passage of this amount of time, and a certification thereof will be sent to the state alcoholic beverage commission, and the application for a local liquor store privilege license shall be considered canceled and revoked.
- (5) *Granting or denial.* The city council shall decide, within 45 days of request, whether to grant the certificate of compliance.

(Ord. No. 1035, § 1(8-215), 3-17-2015)

8-50 Consideration Of Applications For Certificate Of Compliance

In issuing certificates of compliance to enable the licensing of liquor stores in the city as presently permitted by this chapter, the city council will consider all applications filed before a closing date to be fixed by city council and select from such applications the applicants deemed by city council in its sole discretion to have the qualifications required by law and this chapter and the most suitable circumstances for the lawful operation of a liquor store within the city without regard to the order of time in which the applications are filed. Applications can only be submitted to the city during the timeframe the city council has set for receipt of such applications. Applications and all matters submitted with or as a part of such applications at the time they are submitted are the sole and exclusive property of the city.

(Ord. No. 1035, § 1(8-216), 3-17-2015)

8-51 License From City To Operate Liquor Store

After an applicant or applicant group receives a license from the state alcoholic beverage commission to operate a retail liquor store pursuant to T.C.A. § 57-3-101 et seq., in the city, the applicant or applicant group shall apply to the city manager for a local liquor store privilege license to operate a retail liquor store pursuant to the terms, conditions, and restrictions in ACC 8-52 and 8-53.

(Ord. No. 1035, § 1(8-217), 3-17-2015)

8-52 Restrictions On Local Liquor Store Privilege Licenses

- (1) *Number of licenses.* The number of local liquor store privilege licenses issued within the city shall be limited to two.
- (2) *Term renewal.* Each license shall expire on December 31 of each year. A license shall be subject to renewal each year by compliance with all applicable federal and state law, rules and regulations and the provisions of this chapter.
- (3) *Display.* A licensee shall display and post and keep displayed and posted licensee's license in a conspicuous place in the licensee's liquor store at all times.
- (4) *Transfer.* A licensee or co-licensee shall not sell, assign or transfer his or her license or any ownership interest therein. No license shall be transferred from one location to another location without the express permission of the city council.
- (5) *Fees.* A license fee of \$500.00 is due at the time of application for a local liquor store privilege license and annually prior to January 1 each year thereafter. The initial license shall remain in effect for the remainder of the calendar year when it is first issued so that the first year may not be a full year period. The license fee shall be paid to the city manager before any license shall be issued.

(Ord. No. 1035, § 1(8-218), 3-17-2015; Ord. No. 1124, § 1, 11-21-2023)

8-53 Qualifications For And Restrictions Upon Licensees And Employees

- (1) *Initial qualification.* To be eligible to apply for or to receive a local liquor store privilege license, an applicant, or, in the case of an applicant group, each member of the applicant group, must satisfy all of the requirements and conditions, which must be shown and stated in the application submitted to the city council, to request a certificate of compliance with the requirements and conditions in ACC 8-47 incorporated herein by reference and form a part of the qualifications

which must be met by an applicant before receiving a local liquor store privilege license. In addition, before an applicant is eligible to receive a local liquor store privilege license, the applicant, or, in the case of an applicant group, each member of the applicant group, must satisfy all of the other requirements of this chapter, the requirements of the state alcoholic beverage commission, and all applicable state law, rules and regulations for the holder of a liquor retailer's license.

- (2) *Public officers and employees.* No license shall be issued to a person who is a holder of a public office, either appointed or elected, or who is a public employee, either national, state, county or city. It is unlawful for any such person to have any interest in such liquor store, either directly or indirectly, either proprietary or by means of a loan or participation in the profits of any such business. This prohibition shall not apply, however, to uncompensated, appointed members of boards or commissions who have no duties covering the regulation of alcoholic beverages or beer.
- (3) *Felons.* No licensee shall be a person who has been convicted of a felony within ten years prior to the time he or she or the legal entity with which he or she is connected shall receive a license, provided that this provision shall not apply to any person who has been so convicted but whose rights of citizenship have been restored or judgment of infamy has been removed by a court of competent jurisdiction. In case of such conviction occurring after a license has been issued and received, the license shall immediately be revoked if such convicted felon is an individual licensee and, if not, the partnership, corporation, limited liability company or association with which he or she is connected shall immediately discharge him or her and he or she shall have no further interest therein or else such license shall be immediately revoked.
- (4) *Employee felons.* No licensee shall employ in the storage, sale, or distribution of alcoholic beverages any person who, within ten years prior to the date of his or her employment, shall have been convicted of a felony. In the case that an employee is convicted of a felony while he or she is employed by a licensee at a liquor store, he or she shall be immediately discharged after his or her conviction, provided that this provision shall not apply to any person who has been so convicted but whose rights of citizenship have been restored or judgment of infamy has been removed by a court of competent jurisdiction.
- (5) *Liquor offenses.* No license shall be issued to any person who, within ten years preceding application for such license or permit, shall have been convicted of any offense under the laws of the state or any state or the United States regulating the sale, possession, transportation, storing, manufacturing, or otherwise handling of alcoholic beverages or beer.
- (6) *Disclosure of interest.* It is unlawful for any person to have ownership in or participate in, either directly or indirectly, the profits of any liquor store unless his or her interest in such business and the nature, extent and character thereof shall appear on the application or if the interest is acquired after the issuance of a license unless it is fully disclosed to the city manager and approved by him or her in a timely manner.
- (7) *Age.* No licensee shall be a person under the age of 21 years, and it is unlawful for any licensee to employ any person under the age of 18 years for the physical storage, sale or distribution of alcoholic beverages or to permit any such person under such age in his or her place of business to engage in the storage, sale or distribution of alcoholic beverages.
- (8) *Interest in only one liquor store.* A person shall have an interest, either direct or indirect, in no more than one liquor store licensed under this chapter in the city.

(Ord. No. 1035, § 1(8-219), 3-17-2015)

8-54 Nature Of License; Suspension Or Revocation

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE TO AMEND TITLE 8, CHAPTER II OF THE ATHENS CITY CODE TO INCREASE THE LIMIT ON LOCAL LIQUOR STORE PRIVILEGE LICENSES

WHEREAS, the City Council of Athens, Tennessee recognizes the evolving commercial development and increased demand within the community for retail alcoholic beverage sales; and

WHEREAS, the City Council finds that a modest increase in the number of liquor store licenses from two (2) to _____ (____) will support local economic opportunity while maintaining regulatory oversight;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE:

SECTION 1.

That Athens City Code § 8-52(a) is hereby amended to read as follows:
"The number of local liquor store privilege licenses issued within the city shall be limited to _____ (____)."

SECTION 2.

That any newly issued license must continue to comply with all applicable zoning, distance, and design requirements under this chapter and other applicable provisions of law.

SECTION 3.

The remainder of Title 8, Chapter II shall remain in full force and effect.

SECTION 4. Severability

If any section, clause, or provision of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other section, clause, or provision of this ordinance.

SECTION 5. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Effective Date

This ordinance shall take effect thirty (30) days after its final passage, the public welfare requiring it.

Passed and adopted by Athens City Council this ____ day of _____, **2025**.

FIRST READING: April 15, 2025

SECOND READING:

DATE OF PUBLIC HEARING:

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE TO AMEND TITLE 8, CHAPTER II OF THE ATHENS CITY CODE TO REMOVE THE NUMERICAL LIMIT ON LIQUOR STORE LICENSES

WHEREAS, the City Council of Athens, Tennessee finds it in the public interest to remove the arbitrary cap on the number of liquor store licenses while maintaining strict controls on zoning, proximity, and building standards;

WHEREAS, such changes will allow for future economic development while preserving public safety, character of neighborhoods, and municipal oversight;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE:

SECTION 1.

Athens City Code § 8-52(1) is hereby amended by deleting subsection (1):

“(1) *Number of Licenses*. The number of local liquor store privilege licenses issued within the city shall be limited to two.”

and replacing it with:

“(1) *Number of Licenses*. The number of local liquor store privilege licenses issued within the city shall not be limited but shall be governed by all applicable zoning regulations, distance requirements, and public health, safety, and welfare considerations as described in this chapter and under Tennessee Code Annotated § 57-3-208 and § 57-3-101 et seq.”

SECTION 2.

The remainder of Title 8, Chapter II shall remain in full force and effect.

SECTION 3. Severability

If any section, clause, or provision of this ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other section, clause, or provision of this ordinance.

SECTION 4. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Effective Date

This ordinance shall take effect thirty (30) days after its final passage, the public welfare requiring it.

Passed and adopted by Athens City Council this ____ day of _____, 2025.

FIRST READING: April 15, 2025

SECOND READING:

DATE OF PUBLIC HEARING:

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney





Agenda Item

XI. B. Disposing of a House and Property at Regional Park

Overview

The city recently acquired about 15 acres of land during 2024 to expand Regional Park. On that acreage is a 2,258 s.f. single-family house built in 1991 and located in a B-3 zoning district (Intensive Business District). Those uses are attached. The city does not need the house and is interested in disposing of the house and sufficient land through an advertised competitive sealed bid, advertised public auction, or other legal means. Attached is a plat of the house on 1.18 acres of land (Lot 1) that was surveyed during October 2024 and assessment data indicating the house has a value of \$215,400.

Following discussion during the April 7, 2025 work session, the consensus was to place this item on the April 15, 2025 regular session agenda under New Business for further discussion and consideration.

In addition, attached are MTAS recommendations regarding the sale of surplus city property.

Action to Consider

If interested, a motion, second, and vote are needed to approve a resolution to declare the house and 1.18 acres of land (Lot 1) as surplus city property and authorize city staff to dispose of the property through an advertised competitive sealed bid with a specified minimum bid amount, advertised public auction, or other legal means. If the property is sold, the city attorney would prepare all necessary legal documents to transfer the property to the new owner.

Affected Departments

Parks & Recreation Dept.

RESOLUTION NO. 2025-XX

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 2201 DECATUR PIKE, LOT 1, AS SURPLUS TO THE NEEDS OF THE CITY OF ATHENS AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City of Athens owns certain real property located at 2201 Decatur Pike, Lot 1, consisting of approximately 1.18 acres, which is currently zoned B-3 (Intensive Business District); and

WHEREAS, the City Council has determined that this property is no longer needed for municipal or public purposes; and

WHEREAS, pursuant to the authority granted under Article III, Section 1(9) of the Athens City Charter, the City is empowered to dispose of real property by resolution or ordinance; and

WHEREAS, the City Council finds it to be in the best interest of the City to declare the subject property as surplus and authorize its sale or other lawful disposal;

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

SECTION 1. Declaration of Surplus

The real property located at 2201 Decatur Pike, Lot 1, consisting of approximately 1.18 acres, and zoned B-3, is hereby declared surplus to the needs of the City.

SECTION 2. Authorization of Sale

The City Manager is hereby authorized and directed to take all necessary steps to facilitate the disposal or sale of the property, including:

- Obtaining an independent appraisal of the fair market value;
- Advertising the property for sale in accordance with applicable law;
- Recommending a method of sale (e.g., public auction, sealed bid, or negotiated sale) for Council approval; and
- Bringing any proposed contract for sale back to the City Council for final approval via ordinance.

SECTION 3. Effective Date

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.

Adopted and Approved this _____ day of _____, 2025.

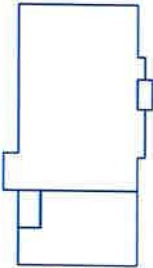
ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

Value Information			Residential Building #: 1		
Land Market Value:	\$115,700		Improvement Type:	01 - SINGLE FAMILY	
Improvement Value:	\$215,400		Exterior Wall:	04 - SIDING AVERAGE	
Total Market Appraisal:	\$331,100		Heat and AC:	8 - HEAT AND COOLING PKG	
Assessment Percentage:	0%		Quality:	1 - AVERAGE	
Assessment:	\$0		Square Feet of Living Area:	1678	
Additional Information			Foundation:	02 - CONTINUOUS FOOTING	
01 053 053 06703 000			Roof Framing:	02 - GABLE/HIP	
R BALL SURV 5/91			Cabinet/Millwork:	03 - AVERAGE	
General Information			Interior Finish:	10 - PANEL-PLAST-DRYWALL	
Class: 02 - City			Bath Tiles:	00 - NONE	
City #: 033			Shape:	02 - L-SHAPED	
Special Service District 1: 000			Building Sketch		
District: 01					
Number of Buildings: 1					
Utilities - Water/Sewer: 01 - PUBLIC / PUBLIC					
Utilities - Gas/Gas Type: 01 - PUBLIC - NATURAL					
GAS					
Outbuildings & Yard Items					
Building #	Type	Description	Areal	Units	
1	WDK - WOOD DECK	10X20	200		

Sale Information		
Long Sale Information list on subsequent pages		
Land Information		
Deed Acres: 15.37	Calculated Acres: 0	Total Land Units: 15.37
Land Code	Soil Class	Units
04 - IMP SITE		0.50
62 - WOODLAND 2	A	14.87

Building Areas			Square Feet
BAS - BASE			1,678
UTF - UTILITY FINISHED			60
OPF - OPEN PORCH FINISHED			32
GRF - GARAGE FINISHED			580

Sale Information

Sale Date	Price	Book	Page	Vacant/Improved	Type Instrument	Qualification
11/22/2024	\$0	24J	872		WD - WARRANTY DEED	-
8/7/1992	\$0	12D	485		-	-
6/3/1991	\$5,000	11U	572	V - VACANT	WD - WARRANTY DEED	B - FAMILY SALE

3.04.08. B-3 INTENSIVE BUSINESS DISTRICT.

A. District Description:

This district is established to provide areas for those businesses that require high volume transportation facilities. It is intended that such areas have properties with lot sizes, yards, performance and development standards sufficient to insure that activities performed on any one lot will not unduly impede the flow of traffic, will not adversely affect activities of adjoining zones, and will not infringe on the efficiency of activities or customer attractiveness to adjacent lots.

B. Uses Permitted:

1. Retail and other commercial establishments intended to serve the general population of the city and the region. Examples of such establishments include those that depend on high traffic volume and serve the regional traveler or cater to local residents in vehicles, such as shopping centers, building materials, equipment rental, farm equipment and supplies, fencing, machinery, auto parts and supplies, drugstores and pharmacies.
2. Private service establishments intended to serve the general population of the city and the region. Examples of such establishments include banks and similar financial institutions, hotels and motels, funeral homes and mortuaries, dry cleaners, and Libraries, art galleries, museums, and like uses.
3. Restaurants, including drive through restaurants.
4. Tourist services, including tourist information centers, souvenir/gift shops and hunting/fishing/boating/camping supply shops.
5. Ambulance and other emergency services.
6. Establishments for the sale, service or rental of passenger, travel, and recreation vehicles.
7. Churches and similar places of worship.
8. Public or private golf courses.
9. Outdoor recreation facilities.
10. Signs and billboards as regulated in Section 4.12 of these regulations.

11. Utility facilities necessary for the provisions of public services.
12. Convenience Stores/Gasoline and Motor Fuel Sales, subject to the provisions of Section 4.10 of these regulations.
13. Municipal, county, state and federal uses.
14. General Professional and business Offices; doctors, dentists, lawyers, architects, artists, engineers, and the like.
15. Manufacturing, fabricating, and processing ice.
16. Public and semi-public uses including public parks and public recreational facilities, auditoriums, theaters, and museums with or without tours.
17. Offsite dormitory or barracks related to a state, regional, or federal accredited educational institution and a National Collegiate Athletic Association (NCAA) sanctioned and/or sponsored sports training facility, which can include essential services (i.e. group kitchen and group bathroom facilities) and a separate housing unit facility (inclusive or exclusive) for the manager of the dormitory or barrack.

C. Uses Permitted on Review:

In the B-3 Intensive Business District, the following uses and their accessory uses may be permitted subject to review and approval of the Board of Zoning Appeals in accordance with the provisions of Section 6.07:

1. Truck Stops.
2. Amusement parks, amphitheaters, ballparks, or stadiums, fairgrounds, and group picnic grounds.
3. Auto, go-cart, or similar racetrack or drag strip.
4. Indoor Rifle or other gun firing range or shooting course and archery ranges.
5. Zoos.
6. Airports.
7. Planned unit development, subject to the provisions of Section 4.09.02

8. Auditoriums, exhibit halls, field houses, gymnasiums, theaters, private clubs, lodges and indoor recreation facilities.
9. Kennels/Veterinary Clinics with or without outdoor runs.
10. Group Child Care Homes, and Child Care Centers, subject to the provisions of section 4.24 of these regulations.
11. Telecommunications Structures, subject to the provisions of Section 4.16 of these regulations.
12. Mini Warehouses
13. Outdoor dining and sidewalk dining.
14. Rebuilding an existing Single-Family Home in areas of the city annexed after August 2012 if the structure is determined to be at least 51% destroyed (by fire or natural disaster) by the City of Athens Building Official.
15. Golf courses, parks, country clubs, and swimming pools, and other recreational facilities
16. Residential housing quarters for the property owner or lessee of the property that meet all adopted life safety and fire codes.
17. Personal Storage Units
18. Apartment Complex's with a minimum of six (6) independent living units

D. Uses Prohibited:

All uses, except those uses or their accessory uses specifically permitted or permitted upon review and approved by the Athens Municipal-Regional Planning Commission or permitted by special exception by the Planning Commission, are prohibited.

E. Dimensional Regulations:

The following requirements shall apply to all uses permitted in this district:

1. **Lot Area:**

- a. For those areas served by a sanitary sewer system, there shall be a minimum lot area of not less than ten thousand (10,000) square feet.
- b. For those areas not served by a sanitary sewer system, the lot area requirements shall be determined by the Planning Commission based on recommendations of the Health Department, but in no case shall be less than twenty thousand (20,000) square feet.

2. **Front Yard:**

The depth of the front yard shall be fifty (50) feet from any right-of-way.

- a. Corner lots: lots that have frontage on two or more streets shall maintain a minimum setback of fifty (50) feet from all rights of way.

3. **Side Yard:**

The width of any side yard which abuts a residence district shall be not less than twenty-five (25) feet. In all other cases each side yard shall be not less than twenty (20) feet.

4. **Rear Yard:**

Twenty (20) feet minimum.

Thirty (30) feet minimum if a truck loading/unloading area is located in the rear setback area or if the property abuts a residential zone.

5. **Lot Width:**

Each lot shall have a width of not less than one-hundred (100) feet at the building setback line.

6. **Height Restriction:**

No building or structure shall exceed three (3) stories or forty (40) feet, except as provided in Section 5.03 of these regulations.

F. **Off-Street Parking:**

As regulated in Section 4.03 of these regulations.

G. Off-Street Loading and Unloading:

As regulated in Section 4.04 of these regulations.

H. Access Control:

As regulated in Section 4.01 of these regulations.

I. Landscape and Buffer Requirements:

Landscaping, screening and buffer yard requirements of Athens City Ordinance Number 895, entitled Landscape Ordinance shall apply.



[MORs](#) > [Finance](#) > [Surplus Property](#) > Development of a Surplus Property Policy

Search Terms

Only Search These Topics

To search multiple topics, hold down the CTRL or COMMAND key.
If no topics are selected, all topics will be searched.

Development of a Surplus Property Policy

Reference Number: MTAS-777

Reviewed Date: 07/18/2024

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A sound policy for the selling of surplus property would include the following considerations:

- **Appraisal of the item.** The municipality should not sell surplus property unless and until the governing board has a firm understanding of the value of the item proposed for sale. The appraisal need not be a long and highly documented report such as real estate appraisals used in eminent domain proceedings, but it should provide some assurance to the community that the full value of the property was known and understood by the board prior to the sale. The appraisal should be the basis of accepting or rejecting bids received by the municipality for the sale.
- **Estimates.** It will not always be practical to obtain an appraisal of lower value items owned by the municipality – old automobiles, obsolete electronic equipment, etc. In such instances, the municipality should still get an estimate from some person or firm that specializes in the product proposed for sale. These estimates will not be as official as a written appraisal but should suffice to give the governing board a realistic idea of the property's value.
- **Assign Responsibility for Conducting the Sale.** The policy should assign responsibility for the sale to a specific employee, agent, or department. The surplus property resolution can simply direct the appropriate employee to arrange the sale of the item or property.
- **Minimum Bid to be Specified.** Except for very low value items, the policy should require the governing board to set a minimum threshold for accepting bids on surplus property offered for sale. When possible, the municipality's sale advertisement should refer to this threshold to minimize the submission of unacceptably low bids.
- **Auction vs. Sealed Bids.** The municipality might consider holding a public auction to sell its surplus property – a gathering of interested parties in a common place and time for the purpose of bidding on items offered for sale. There are two advantages to this method. First, a well-attended auction is entirely transparent and understood by the public. Accusations that the municipality ignored certain bids can be avoided – protecting the municipality against claims of corruption. Sealed bids also may be used to sell surplus property and in some cases may be entirely appropriate for selling surplus property. A good municipality surplus property policy would provide some general guideline for when either of these sales methods are to be used.
- **Advertisement Policy.** The municipality should stipulate when and where surplus property sales will be advertised. For low value items, the local newspaper and the municipality's website would be sufficient for notifying the public of the impending sale. For higher value items, the municipality would do well to advertise on a regional or even statewide basis and send invitations to bid to persons and entities thought

likely to be interested in the sale. Municipalities should also be open to advertising surplus property on websites such as GovDeals, which will open bidding to a huge potential market.

- **Dangerous Items.** It is wise for a municipality to avoid selling certain items of surplus property, which by virtue of their purpose, design, or obsolescence are inherently dangerous. Included in this category would be certain chemicals that might be toxic if mishandled by an uninformed buyer, defective equipment that might cause injury to persons unfamiliar with the item, etc. A police department, for example, might be wise to limit the sale of surplus firearms and other dangerous weapons to other law enforcement agencies. Similarly, some pieces of equipment known to be dangerously defective might best be sold for scrap rather than to a citizen who could be harmed by it.
- **Prohibited sales.** It bears repeating here that T.C.A. 6-54-125 does not allow members of a municipal governing board or municipal employees to purchase surplus property from the municipalities they serve unless the sale was made by means of a bid at a public auction. A sealed bid process, therefore, must not result in the sale of surplus property to the board members or employees.
- **Removal of Municipal Logos.** Especially in the case of motor vehicles, care should be taken to remove all logos and other symbols on the surplus property prior to the sale. This will reduce the opportunity for citizens to think the vehicle has been stolen, or is being used improperly, etc.

A Final Word

Once the municipality has developed and enacted a surplus property policy, copies of the policy should be distributed to every department head, the municipality's property manager, and any others who might be involved in selling things the municipality no longer needs. A short training session also may be in order to assure that everyone understands the new policy and the implications for non-compliance.

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CITY OF ATHENS, TENNESSEE
Narrative on Financial Analysis
March, 2025

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

General Fund

Overall, we collected about \$265,000 more through March this year, primarily because of property taxes, AUB in lieu of taxes and the local sales tax. As a percentage we collected 3.07% less than the budgeted revenues for last year.

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

Expenditures are always going to show high in the early budget months, primarily due to the retirement contribution being paid in July and the fleet management transfer.

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

Expenditures and encumbrances for this year are \$548,000 more than this time last year, showing 89.57% this year. The variance is due primarily to the \$2,000,000 for paving that was encumbered in July of last year, the fund balance transfer of \$1,700,000 in the current year, and increases in costs due to the implementation of the class/comp study beginning in October last year and the COLA and longevity for the current year.

Sanitation

Revenues are comparable to the prior year. Expenditures are higher due to the implementation of the class/comp study in October last year, adding a new employee in the current year, longevity paid in November this year, the COLA for the current year, the related employee benefits, the cost for the routing software and approximately \$44,000 in the current year being spent on dumpsters and household totes.

Please let me know if I can provide additional information.

CITY OF ATHENS, TENNESSEE
Financial Analysis for March, 2025
(Unaudited)

	Prior Year		Current Year	Increase (Decrease) From Prior Year	% Collected	Variance from Current Yr. to Prior Yr.	12-Month Variance (9/12=75%)
	3/31/2024	% Received	3/31/2025	Prior Year			
GENERAL FUND							
Property Taxes	6,605,327	101.23%	6,705,562	100,235	101.22%	-0.01%	26.22%
AUB In-Lieu of Taxes	670,064	76.58%	761,584	91,520	81.45%	4.87%	6.45%
Local Sales Taxes	6,693,050	79.68%	6,791,989	98,939	77.18%	-2.50%	2.18%
Wholesale Beer Taxes	394,875	74.50%	388,283	(6,592)	73.26%	-1.24%	-1.74%
Wholesale Liquor Taxes	206,144	73.62%	209,760	3,616	74.91%	1.29%	-0.09%
Gross Receipt Taxes	160,703	29.70%	167,501	6,798	30.96%	1.26%	-44.04%
State Sales Taxes	1,302,889	81.43%	1,336,986	34,097	78.65%	-2.78%	3.65%
Gas and Motor Fuel Taxes	371,366	77.37%	376,209	4,843	78.38%	1.01%	3.38%
Court Fines/Costs	58,166	52.88%	86,996	28,830	87.00%	34.12%	12.00%
Interest Income	524,992	175.00%	454,616	(70,376)	90.92%	-84.08%	15.92%
Total Revenues/% of Budget	18,406,376	88.92%	18,671,694		85.85%	-3.07%	10.85%
Increase (Decrease)		265,318					
Sales Tax							
	2024	2025	Difference				
February	6,033,573	6,134,196	100,623				
March	6,693,050	6,791,989	98,939				
SANITATION							
Revenues:							
Industrial/Commercial	322,883	76.88%	314,301	(8,582)	74.83%	-2.05%	-0.17%
Residential	428,320	79.32%	429,096	776	79.46%	0.14%	4.46%
Total Revenues	815,776		806,235	(9,541)			
Percent of total budget		80.77%			79.04%	-1.73%	4.04%
	Prior Year		Current Year			Variance	12-Month
	3/31/2024		3/31/2025			from	Variance
	Actual	% Expended & Encumbered	Actual	Outstanding PO's	% Expended & Encumbered	Current Yr. to Prior Yr.	(9/12=75%)
GENERAL FUND							
City Manager's Office	257,943	81.63%	230,626	3,067	72.17%	-9.46%	-2.83%
City Council	56,090	88.47%	45,572	1,750	81.59%	-6.88%	6.59%
City Judge	9,689	74.53%	9,689		74.53%	0.00%	-0.47%
City Attorney	30,607	76.52%	60,488		120.98%	44.46%	45.98%
Special Appropriations	238,425	61.29%	242,667		61.56%	0.27%	-13.44%
Athens City Schools	2,225,275	91.92%	2,258,697		93.30%	1.38%	18.30%
Athens Utilities Board	394,868	74.50%	407,184		76.83%	2.33%	1.83%
Total Administration	3,212,897	85.17%	3,254,923	4,817	86.01%	0.84%	11.01%
Finance	435,021	83.10%	460,143	3,727	80.48%	-2.62%	5.48%
Personnel	196,126	75.38%	188,120	3,763	69.02%	-6.36%	-5.98%
Administration (Purchasing)	102,666	78.01%	93,777	442	67.59%	-10.42%	-7.41%
City Hall	255,589	131.41%	162,301	37,020	99.51%	-31.90%	24.51%
Information Technology	282,463	63.79%	322,105	21,304	50.30%	-13.49%	-24.70%
Total Admin & Emer. Svcs.	640,718	83.33%	578,183	58,766	62.30%	-21.03%	-12.70%
Administration	150,129	77.59%	168,586	275	80.52%	2.93%	5.52%
Codes Enforcement	259,219	78.62%	275,331	248	70.79%	-7.83%	-4.21%
Cemeteries	36,578	84.67%	108,591	12,481	79.81%	-4.86%	4.81%
Total Community Development	445,926	78.73%	552,508	13,004	75.33%	-3.40%	0.33%

CITY OF ATHENS, TENNESSEE
Financial Analysis for March, 2025
(Unaudited)

[illegible]

CITY OF ATHENS
FINANCIAL REPORT
CASH BALANCES AND INVESTMENT SHEET
2024-2025

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
GENERAL	16,847,000	15,118,000	14,288,000	15,060,000	15,437,000	15,216,000	14,479,000	17,627,000	17,427,000
EMP MED BENEFIT	291,000	293,000	293,000	295,000	296,000	297,000	299,000	300,000	301,000
SCHOOL DEBT SER	2,927,000	3,043,000	3,137,000	3,256,000	3,157,000	3,075,000	4,404,000	4,990,000	4,379,000
CITY DEBT SER	80,000	481,000	481,000	485,000	413,000	415,000	417,000	418,000	420,000
CAP IMP	14,984,000	15,117,000	13,825,000	13,701,000	13,338,000	13,567,000	15,293,000	15,322,000	14,681,000
85 FLEET	7,397,000	7,440,000	7,303,000	7,390,000	7,355,000	7,360,000	7,307,000	7,318,000	7,322,000
SAN	1,531,000	1,531,000	1,547,000	1,583,000	1,585,000	1,597,000	1,592,000	1,610,000	1,605,000
DRUG	169,000	161,000	164,000	168,000	173,000	166,000	170,000	185,000	191,000
CONFERENCE	39,000	43,000	45,000	47,000	51,000	52,000	54,000	54,000	57,000
SCHOOL CONST	2,448,000	2,445,000	2,442,000	2,443,000	1,546,000	1,442,000	0	0	0
2021 GO BOND	1,601,000	1,329,000	1,322,000	1,214,000	1,211,000	1,210,000	1,208,000	1,196,000	1,196,922
HOTEL/MOTEL TAX	683,000	714,000	743,000	699,000	736,000	789,000	815,000	838,000	866,000
TOTAL CASH & INV	48,997,000	47,715,000	45,590,000	46,341,000	45,298,000	45,186,000	46,038,000	49,858,000	48,445,922



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
Fund: 01 - GENERAL FUND							
Revenue							
<u>01-0000-4110</u>	CURRENT PROPERTY TAXES	6,400,000.00	6,400,000.00	291,258.00	6,421,605.80	21,605.80	100.34 %
<u>01-0000-4115</u>	PRIOR YEAR PROPERTY TAXES	100,000.00	100,000.00	-903.00	128,124.00	28,124.00	128.12 %
<u>01-0000-4120</u>	DELINQUENT PROPERTY TAXES C&	80,000.00	80,000.00	6,879.00	103,346.00	23,346.00	129.18 %
<u>01-0000-4125</u>	PUBLIC UTILITIES	90,000.00	90,000.00	25,152.00	99,741.00	9,741.00	110.82 %
<u>01-0000-4130</u>	INTEREST & PENALTY PY	20,000.00	20,000.00	1,821.96	15,799.48	-4,200.52	79.00 %
<u>01-0000-4135</u>	INTEREST & PENALTY C&M	25,000.00	25,000.00	3,587.34	36,686.72	11,686.72	146.75 %
<u>01-0000-4145</u>	AUB ELECTRIC	700,000.00	700,000.00	56,054.35	575,312.01	-124,687.99	82.19 %
<u>01-0000-4150</u>	AUB GAS	235,000.00	235,000.00	18,206.57	186,271.71	-48,728.29	79.26 %
<u>01-0000-4165</u>	LOCAL SALES TAX	8,800,000.00	8,800,000.00	657,792.58	6,791,988.60	-2,008,011.40	77.18 %
<u>01-0000-4170</u>	WHOLESALE BEER TAX	530,000.00	530,000.00	35,350.21	388,282.73	-141,717.27	73.26 %
<u>01-0000-4171</u>	WHOLESALE LIQUOR TAX	280,000.00	280,000.00	23,613.53	209,759.51	-70,240.49	74.91 %
<u>01-0000-4176</u>	BUSINESS LICENSE APPLICATION FE	1,000.00	1,000.00	255.00	1,110.00	110.00	111.00 %
<u>01-0000-4177</u>	BUSINESS TAX-ST CLERK FEE	40,000.00	40,000.00	1,198.76	15,983.11	-24,016.89	39.96 %
<u>01-0000-4178</u>	BUSINESS TAX-ST COLLECTED	500,000.00	500,000.00	8,922.92	150,408.10	-349,591.90	30.08 %
<u>01-0000-4183</u>	TRANSIENT VENDOR FEE	0.00	0.00	0.00	150.00	150.00	0.00 %
<u>01-0000-4184</u>	FLEA MARKET FEES	0.00	0.00	0.00	4.00	4.00	0.00 %
<u>01-0000-4205</u>	CABLE TV FRANCHISE TAX-COMCAS	140,000.00	140,000.00	0.00	58,288.38	-81,711.62	41.63 %
<u>01-0000-4210</u>	CABLE TV FRANCHISE TAX-AT&T	7,000.00	7,000.00	0.00	2,935.56	-4,064.44	41.94 %
<u>01-0000-4310</u>	TAXI/WRECKER/SOLICITORS	1,000.00	1,000.00	0.00	100.00	-900.00	10.00 %
<u>01-0000-4315</u>	BEER PERMITS	12,000.00	12,000.00	0.00	14,526.66	2,526.66	121.06 %
<u>01-0000-4320</u>	ANIMAL CONTROL	1,000.00	1,000.00	145.00	686.00	-314.00	68.60 %
<u>01-0000-4325</u>	BUILDING LICENSES & PERMITS	50,000.00	50,000.00	5,288.00	117,024.69	67,024.69	234.05 %
<u>01-0000-4410</u>	TVA PAYMENTS IN LIEU OF TAX	150,000.00	150,000.00	0.00	85,623.90	-64,376.10	57.08 %
<u>01-0000-4412</u>	TVA IMPACT PYMTS	45,000.00	45,000.00	0.00	36,875.00	-8,125.00	81.94 %
<u>01-0000-4415</u>	HOUSING AUTHORITY IN LIEU OF T	80,000.00	80,000.00	0.00	105,009.00	25,009.00	131.26 %
<u>01-0000-4420</u>	STATE LAW/FIRE GRANTS	43,000.00	43,000.00	20,000.00	59,200.00	16,200.00	137.67 %
<u>01-0000-4425</u>	STATE SALES TAX	1,700,000.00	1,700,000.00	112,942.40	1,336,986.32	-363,013.68	78.65 %
<u>01-0000-4435</u>	STATE BEER TAX	6,000.00	6,000.00	0.00	3,233.53	-2,766.47	53.89 %
<u>01-0000-4440</u>	STATE MIXED DRINK TAX	80,000.00	80,000.00	6,684.01	71,729.20	-8,270.80	89.66 %
<u>01-0000-4445</u>	STATE GAS INSPECTION TAX	26,000.00	26,000.00	2,143.32	19,292.61	-6,707.39	74.20 %
<u>01-0000-4450</u>	STATE EXCISE TAX	40,000.00	40,000.00	65,585.36	65,585.36	25,585.36	163.96 %
<u>01-0000-4455</u>	STATE SPORTSBETTING TAX	20,000.00	20,000.00	22,276.87	22,276.87	2,276.87	111.38 %
<u>01-0000-4460</u>	REIMB OTHER GOVERNMENTS	40,000.00	40,000.00	0.00	33,931.13	-6,068.87	84.83 %
<u>01-0000-4465</u>	STATE GAS & MOTOR FUEL TAX	480,000.00	480,000.00	36,617.90	376,209.26	-103,790.74	78.38 %
<u>01-0000-4467</u>	STATE TRASPORTATION MODERNIZ	0.00	0.00	605.45	4,549.08	4,549.08	0.00 %
<u>01-0000-4475</u>	REIMB:HIGHWAY MAINTENANCE	20,000.00	20,000.00	5,474.40	25,185.30	5,185.30	125.93 %
<u>01-0000-4520</u>	GRANT FUNDS	0.00	0.00	2,000.00	10,915.19	10,915.19	0.00 %
<u>01-0000-4530</u>	GRANTS - POLICE DEPT.	225,000.00	225,000.00	0.00	278,223.28	53,223.28	123.65 %
<u>01-0000-4620</u>	ACCIDENT REPORT CHARGES	0.00	0.00	34.40	398.79	398.79	0.00 %
<u>01-0000-4625</u>	REPAIR DAMAGES AUB	25,000.00	25,000.00	0.00	12,291.28	-12,708.72	49.17 %
<u>01-0000-4630</u>	CEMETERY LOTS	2,000.00	2,000.00	380.00	1,180.00	-820.00	59.00 %
<u>01-0000-4635</u>	CEDAR GROVE EXPANSION	5,000.00	5,000.00	1,840.00	8,540.00	3,540.00	170.80 %
<u>01-0000-4665</u>	POOLS INGLESIDE	10,000.00	10,000.00	230.00	6,480.50	-3,519.50	64.81 %
<u>01-0000-4675</u>	RECREATION CONCESSIONS	30,000.00	30,000.00	2,685.56	20,779.70	-9,220.30	69.27 %
<u>01-0000-4680</u>	TENNIS	0.00	0.00	200.00	400.00	400.00	0.00 %
<u>01-0000-4690</u>	GENERAL CLASSES	40,000.00	40,000.00	50.00	40,653.43	653.43	101.63 %
<u>01-0000-4700</u>	YOUTH SPORTS ACTIVITIES	45,000.00	45,000.00	11,252.90	42,109.20	-2,890.80	93.58 %
<u>01-0000-4705</u>	LEASE/RENTAL BALLFIELDS	3,000.00	3,000.00	285.00	2,532.50	-467.50	84.42 %
<u>01-0000-4710</u>	LEASE/RENTAL PICNIC SHELTL	3,000.00	3,000.00	886.00	7,191.00	4,191.00	239.70 %
<u>01-0000-4740</u>	FOUNDATION REVENUE	0.00	0.00	200.00	4,820.90	4,820.90	0.00 %

Monthly Rev and Exp Reports for Council

For Fiscal: 2024-2025 Period Ending: 03/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<u>01-0000-4810</u>	CITY COURT FINES & COSTS	100,000.00	100,000.00	19,149.92	86,996.15	-13,003.85	87.00 %
<u>01-0000-4910</u>	INTEREST INCOME	500,000.00	500,000.00	34,898.72	454,616.39	-45,383.61	90.92 %
<u>01-0000-4925</u>	INSURANCE RECOVERIES	0.00	0.00	1,275.03	73,829.28	73,829.28	0.00 %
<u>01-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	33.16	732.87	732.87	0.00 %
<u>01-0000-4935</u>	THIRD PARTY CONTRIBUTIONS	0.00	0.00	0.00	8,620.00	8,620.00	0.00 %
<u>01-0000-4940</u>	THIRD PARTY CONTRIBUTIONS-ANI	0.00	0.00	0.00	5.00	5.00	0.00 %
<u>01-0000-4964</u>	REALIZED GAIN (LOSS) ON INVEST	0.00	0.00	0.00	12,422.60	12,422.60	0.00 %
<u>01-0000-4999</u>	MISCELLANEOUS INCOME	20,000.00	20,000.00	4,648.05	34,135.26	14,135.26	170.68 %
	Revenue Total:	21,750,000.00	21,750,000.00	1,487,000.67	18,671,693.94	-3,078,306.06	85.85%
	Fund: 01 - GENERAL FUND Total:	21,750,000.00	21,750,000.00	1,487,000.67	18,671,693.94	-3,078,306.06	85.85%
	Report Total:	21,750,000.00	21,750,000.00	1,487,000.67	18,671,693.94	-3,078,306.06	85.85%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Group Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Department: 01 - Administration							
0101 - City Manager's Office	323,800.00	323,800.00	20,115.69	230,626.44	3,067.21	90,106.35	72.17%
0102 - City Council	58,000.00	58,000.00	5,650.04	45,572.12	1,750.00	10,677.88	81.59%
0103 - City Judge	13,000.00	13,000.00	1,076.50	9,688.50	0.00	3,311.50	74.53%
0104 - City Attorney	50,000.00	50,000.00	9,685.00	60,488.43	0.00	-10,488.43	120.98%
0105 - Special Appropriations	394,200.00	394,200.00	16,000.00	242,666.82	0.00	151,533.18	61.56%
0106 - Athens City Schools	2,421,000.00	2,421,000.00	218,619.57	2,258,697.25	0.00	162,302.75	93.30%
0107 - Athens Utilities Board	530,000.00	530,000.00	43,906.05	407,183.78	0.00	122,816.22	76.83%
Department: 01 - Administration Total:	3,790,000.00	3,790,000.00	315,052.85	3,254,923.34	4,817.21	530,259.45	86.01%
Department: 02 - Finance							
0201 - Finance	576,400.00	576,400.00	43,317.65	460,142.79	3,726.87	112,530.34	80.48%
Department: 02 - Finance Total:	576,400.00	576,400.00	43,317.65	460,142.79	3,726.87	112,530.34	80.48%
Department: 03 - Human Resources							
0301 - Human Resources	278,000.00	278,000.00	15,130.59	188,120.43	3,762.56	86,117.01	69.02%
Department: 03 - Human Resources Total:	278,000.00	278,000.00	15,130.59	188,120.43	3,762.56	86,117.01	69.02%
Department: 04 - Administrative Services							
0401 - Administration	139,400.00	139,400.00	8,976.54	93,777.46	441.80	45,180.74	67.59%
0402 - City Hall	200,300.00	200,300.00	12,279.07	162,301.35	37,020.37	978.28	99.51%
0403 - Information Technology	682,700.00	682,700.00	23,223.80	322,104.61	21,303.57	339,291.82	50.30%
Department: 04 - Administrative Services Total:	1,022,400.00	1,022,400.00	44,479.41	578,183.42	58,765.74	385,450.84	62.30%
Department: 05 - Community Development							
0501 - Administration	209,700.00	209,700.00	14,439.07	168,585.56	274.95	40,839.49	80.52%
0502 - Codes Enforcement	389,300.00	389,300.00	20,835.63	275,331.12	248.00	113,720.88	70.79%
0503 - Cemeteries	151,700.00	151,700.00	77,110.00	108,591.05	12,480.93	30,628.02	79.81%
Department: 05 - Community Development Total:	750,700.00	750,700.00	112,384.70	552,507.73	13,003.88	185,188.39	75.33%
Department: 06 - Police							
0601 - Administration	337,200.00	337,200.00	21,147.21	258,861.81	2,513.42	75,824.77	77.51%
0602 - Patrol	3,118,800.00	3,118,800.00	216,242.37	2,636,791.27	33,711.84	448,296.89	85.63%
0603 - Special Services	816,500.00	816,500.00	56,573.07	671,458.02	119.56	144,922.42	82.25%
Department: 06 - Police Total:	4,272,500.00	4,272,500.00	293,962.65	3,567,111.10	36,344.82	669,044.08	84.34%
Department: 07 - Fire							
0701 - Administration	231,500.00	231,500.00	20,834.19	182,121.39	1,465.00	47,913.61	79.30%
0702 - Prevention	132,800.00	132,800.00	8,553.16	101,956.64	365.00	30,478.36	77.05%

Monthly Rev and Exp Reports for Council

For Fiscal: 2024-2025 Period Ending: 03/31/2025

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
0703 - Suppression	2,883,600.00	2,883,600.00	205,691.06	2,272,419.26	18,765.15	592,415.59	79.46%
Department: 07 - Fire Total:	3,247,900.00	3,247,900.00	235,078.41	2,556,497.29	20,595.15	670,807.56	79.35%
Department: 08 - Parks and Recreation							
0801 - Administration	250,200.00	250,200.00	14,793.39	177,920.24	500.00	71,779.76	71.31%
0802 - Maintenance	821,300.00	821,300.00	33,011.86	537,345.83	129,566.39	154,387.78	81.20%
0803 - Swimming Pools	50,100.00	50,100.00	589.46	43,489.97	922.19	5,687.84	88.65%
0804 - Program Planning	383,000.00	383,000.00	39,636.90	326,996.58	33,138.66	22,864.76	94.03%
Department: 08 - Parks and Recreation Total:	1,504,600.00	1,504,600.00	88,031.61	1,085,752.62	164,127.24	254,720.14	83.07%
Department: 09 - Public Works							
0901 - Administration	407,100.00	407,100.00	26,344.46	332,626.41	5,890.75	68,582.84	83.15%
0902 - Traffic Control	373,500.00	373,500.00	9,972.09	291,632.15	10,851.82	71,016.03	80.99%
0903 - Street Maintenance	1,078,400.00	1,078,400.00	26,239.51	687,347.47	72,059.01	318,993.52	70.42%
0904 - Street Construction	708,900.00	708,900.00	28,319.77	426,834.74	51,948.99	230,116.27	67.54%
0905 - Street Cleaning	1,076,300.00	1,076,300.00	59,524.35	843,062.11	54,577.75	178,660.14	83.40%
0906 - Fleet Maintenance	393,200.00	393,200.00	24,290.72	302,907.31	20,119.82	70,172.87	82.15%
0908 - Animal Control	263,800.00	263,800.00	16,747.13	211,554.74	-767.70	53,012.96	79.90%
Department: 09 - Public Works Total:	4,301,200.00	4,301,200.00	191,438.03	3,095,964.93	214,680.44	990,554.63	76.97%
Department: 10 - Communications/Dispatch							
1004 - Communications/Dispatch	364,300.00	364,300.00	0.00	275,488.00	0.00	88,812.00	75.62%
Department: 10 - Communications/Dispatch Total:	364,300.00	364,300.00	0.00	275,488.00	0.00	88,812.00	75.62%
Department: 11 - Transfers							
1101 - Non-Departmental	1,642,000.00	1,642,000.00	155.37	3,341,266.29	6,085.66	-1,705,351.95	203.86%
Department: 11 - Transfers Total:	1,642,000.00	1,642,000.00	155.37	3,341,266.29	6,085.66	-1,705,351.95	203.86%
Fund: 01 - GENERAL FUND Total:	21,750,000.00	21,750,000.00	1,339,031.27	18,955,957.94	525,909.57	2,268,132.49	89.57%
Report Total:	21,750,000.00	21,750,000.00	1,339,031.27	18,955,957.94	525,909.57	2,268,132.49	89.57%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
Fund: 12 - SANITATION							
Revenue							
<u>12-0000-4648</u>	REFUSE PENALTY	4,000.00	4,000.00	333.14	2,899.57	-1,100.43	72.49 %
<u>12-0000-4650</u>	IND/COMMERCIAL REFUSE CHARG	420,000.00	420,000.00	28,869.00	314,300.50	-105,699.50	74.83 %
<u>12-0000-4658</u>	REFUSE COLLECTION CHARGES	540,000.00	540,000.00	45,687.37	429,096.24	-110,903.76	79.46 %
<u>12-0000-4750</u>	RECYCLING CENTER	5,000.00	5,000.00	596.50	5,210.08	210.08	104.20 %
<u>12-0000-4910</u>	INTEREST INCOME	50,000.00	50,000.00	5,398.21	52,218.95	2,218.95	104.44 %
<u>12-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	3.76	58.36	58.36	0.00 %
<u>12-0000-4999</u>	MISCELLANEOUS INCOME	1,000.00	1,000.00	136.80	2,450.94	1,450.94	245.09 %
Revenue Total:		1,020,000.00	1,020,000.00	81,024.78	806,234.64	-213,765.36	79.04%
Fund: 12 - SANITATION Total:		1,020,000.00	1,020,000.00	81,024.78	806,234.64	-213,765.36	79.04%
Report Total:		1,020,000.00	1,020,000.00	81,024.78	806,234.64	-213,765.36	79.04%



City of Athens, Tennessee

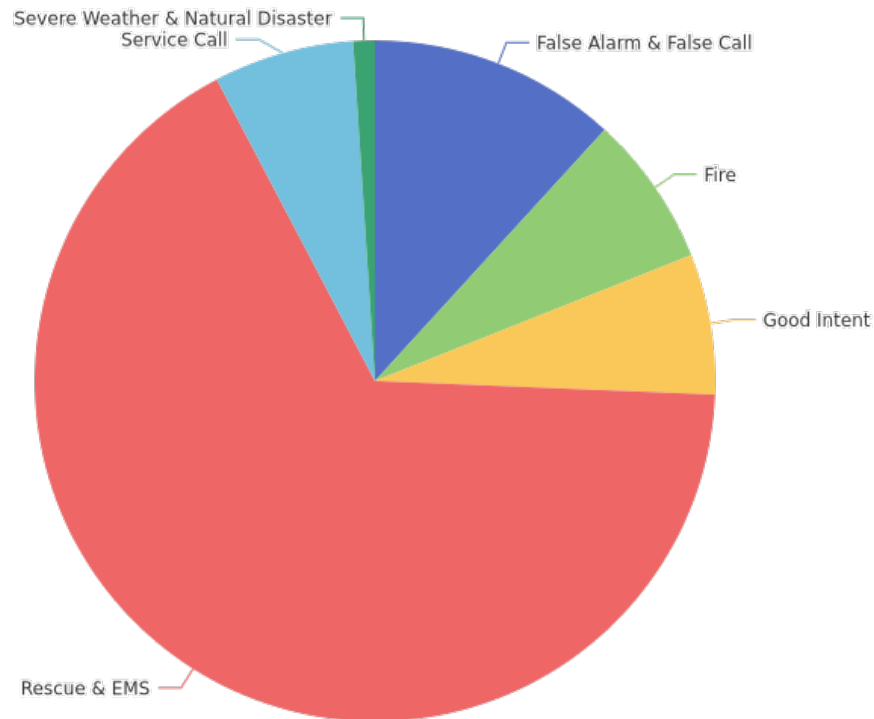
Monthly Rev and Exp Reports for Council Group Summary

For Fiscal: 2024-2025 Period Ending: 03/31/2025

Division	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 12 - SANITATION							
Department: 09 - Public Works							
0907 - Sanitation							
Department: 09 - Public Works Total:	1,120,000.00	1,120,000.00	86,041.11	865,870.13	61,704.43	192,425.44	82.82%
Fund: 12 - SANITATION Total:	1,120,000.00	1,120,000.00	86,041.11	865,870.13	61,704.43	192,425.44	82.82%
Report Total:	1,120,000.00	1,120,000.00	86,041.11	865,870.13	61,704.43	192,425.44	82.82%



Incident Count by Incident Type Series Name - Last Calendar Month



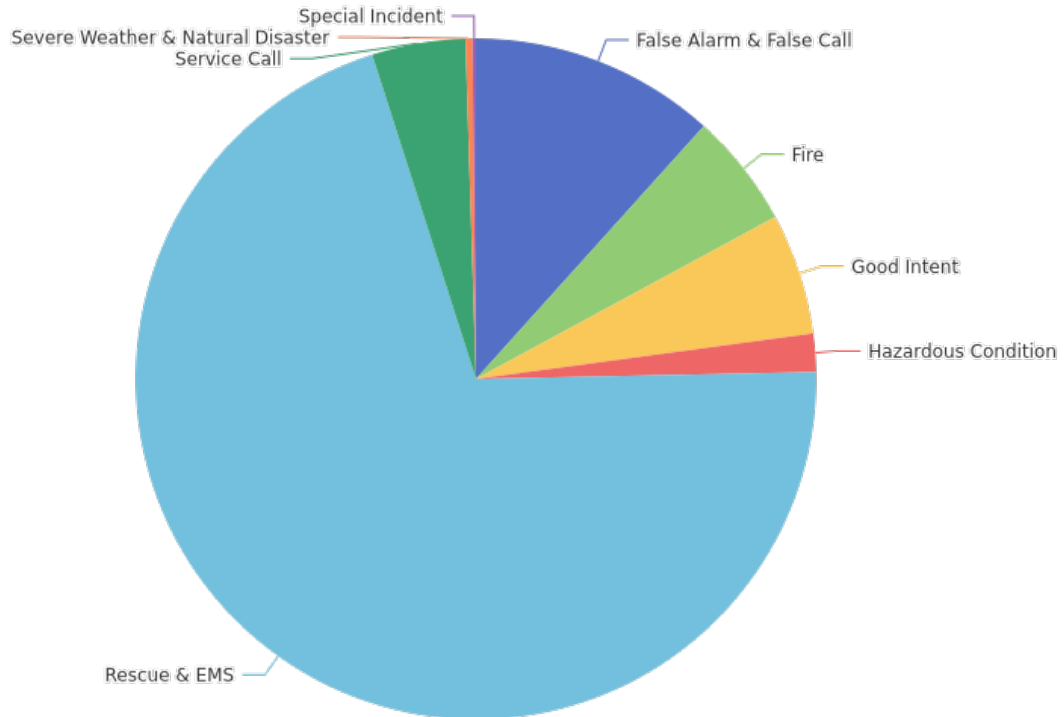
INCIDENT TYPE SERIES NAME	COUNT OF INCIDENTS	PERCENTAGE OF TOTAL INCIDENTS
Rescue & EMS	130	66.67%
False Alarm & False Call	23	11.79%
Fire	14	7.18%
Good Intent	13	6.67%
Service Call	13	6.67%
Severe Weather & Natural Disaster	2	1.03%
Total	195	100.00%

Description: This report provides a count of incidents by incident type series name (100 - 900). Time frame is last calendar month.

Criteria: PSAP Call Date/Time from 2025-03-01 00:00:00 to 2025-04-01 00:00:00 AND Incident Reporting Status equal Authorized



Incident Count by Incident Type Series Name - YTD



INCIDENT TYPE SERIES NAME	COUNT OF INCIDENTS	PERCENTAGE OF TOTAL INCIDENTS
Rescue & EMS	428	70.39%
False Alarm & False Call	71	11.68%
Good Intent	35	5.76%
Fire	33	5.43%
Service Call	27	4.44%
Hazardous Condition	11	1.81%
Severe Weather & Natural Disaster	2	0.33%
Special Incident	1	0.16%
Total	608	100.00%

Description: This report provides a count of incidents by incident type series name (100 - 900). Time frame is current year to date.

Incident Count by Incident Type Series
Name - YTD

City of Athens FD TN
Address: 815 N Jackson St, Athens, TN,
37303



Criteria: PSAP Call Date/Time from 2025-01-01 00:00:00 to 2025-04-09 00:00:00 AND Incident Reporting Status equal Authorized



1341 hours of employee training

3 CPR classes – 27 students

16 employees attended EMS license refresher classes

Garrett Elliott passed his written exam for Fire Instructor 1

Dexter Miller & Garrett Elliott attended Aerial Ops Ladder Training and passed their commission certification

Inservice underway with TFACA courses

HMA-HMO class

16/64 Basic Class kickoff

Continuing Fire Due training

3 State inspections

Fire Evacuation and Extinguisher training for all three shifts at Creative Foam

2 students job shadowed for Tennessee Promise

Fire Drills and inspection at NHC of Athens

Touch-A-Truck/Community Helpers Week at Keith Preschool

Police Department Report to City Manager
Offense Statistics

Classification of Offenses**Offenses Reported**

Part I - Crimes Against Persons	This Month	This Year	Last Year to Date
1. Homicide	0	0	0
2. Sex Offense	0	4	2
3. Robbery	0	1	1
4. Assault	23	56	41
Part II - Crime Against Property			
5. Burglary	3	11	24
6. Theft	20	69	118
7. Motor Vehicle Theft	1	6	17
Moving Violations	327	987	429
Citations	191	507	116
Warnings	186	621	233
Drugs	21	60	79
Arrests	93	171	342
Total calls for service	1,709	6,321	4,029

Traffic Accident Statistics**Accidents****Injuries**

	This Month	This Year	Last Year to Date		This Month	This Year	Last Year to Date	
Vehicle	61	95	156		13	31	20	

Fatality

This Month	0
This Year	0
Last Year	0

Employment

Authorized Sworn Positions	36
Current Sworn Positions Filled	35
Police Dept. Vacancies	1

Prepared:
 Jason B. Garren
 Deputy Chief

Submitted:
 Fred K. Schultz
 Chief of Police

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



Athens Police Department

USE OF FORCE VS. EVENT COMPARISON (RESULT FOR YEAR 2025)

USE OF FORCE VS. EVENT COMPARISON SUMMARY BY MONTH

Event vs. Arrests vs. Use of Force Comparison



2025 Events vs. Use Of Force

Total Events: 4725
Use of Force Incidents: 9
0.19%

MONTHS	TOTAL EVENTS	USE OF FORCE	%
January	1420	1	0.07%
February	1596	5	0.31%
March	1709	3	0.18%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
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%

2025 Arrests vs. Use Of Force

Total Arrests: 264
Use of Force Incidents: 9
3.41%

MONTHS	TOTAL ARRESTS	USE OF FORCE	%
January	67	1	1.49%
February	104	5	4.81%
March	93	3	3.23%
April	0	0	0.00%
May	0	0	0.00%
June	0	0	0.00%
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

March 2025

Late Shift: 40.75 hours

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

Manpower: 9.00 hours

(fill in for sick leave, vacations, training)

Court: 2.00 hours

General Sessions: 00.00

City: 00.00

Criminal: 00.00

Civil: 00.00

Juvenile: 00.00

Grand Jury: 2.0

Training: 75.25 hours

Special Assignments: 90.50 hours

Meeting: 10.75

THSO: 49.00

Carwash: 4.50

VCIF Saturation Patrol: 26.25

Total hours for the month: 217.50 hours

Total expenditure for patrol overtime for the month: \$4,682.06

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

DISPOSITION COUNT

03/01/2025 to 03/31/2025

Disp. Code Id Disp. Code Name

(9)	Dismissed	<u>34</u>
(10)	Dismissed after Drv Safety Course	<u>6</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>6</u>
(4)	Guilty - Trial by Judge	<u>1</u>
(27)	Guilty-Failed to appear	<u>1</u>
(19)	Paid in Full	<u>150</u>
(21)	Plea Guilty/ as charged	<u>25</u>
(25)	Plea Not Guilty, set for trail	<u>2</u>

Total Dispositions: 225



CITY OF ATHENS

FY 2024-25 PROGRAM OF WORK

Updated April 11, 2025

No.	Program/Cost/Funding Source	Responsible Party	Status
City Manager's Office			
1	Complete update of City Code codification.	Executive Asst.	On Feb. 10, 2025 work session for presentation, Feb. 18, 2025 for first reading, March 10, 2025 for further review, and approved on March 18, 2025. Completed.
2	Purchase new seal for council chambers, \$1,400.	City Manager	Completed.
3	Prepare for and conduct the annual strategic summit scheduled for Fri. Feb. 21, 2025 on TCAT campus, facilitated by SETD.	City Manager	Completed.
4	Consider renovating the existing city hall, purchasing an existing building to renovate into a new city hall, or constructing a new city hall.	City Manager	Council consented during Dec. 9, 2024 work session and approved during Dec. 17, 2024 regular session to obtain an appraisal of a downtown building. Appraisal was discussed during the Jan. 13, 2025 work session and Jan. 21, 2025 regular session. No action taken. This topic was discussed during the Feb. 10, 2025 work session and authorized staff to bring back additional data. Council voted to cease all further negotiations with both property owners on March 18, 2025. Discussed further during April 7, 2025 work session. On April 15, 2025 regular session for further discussion.
5	Update city web site.	All Departments	On-going.

No.	Program/Cost/Funding Source	Responsible Party	Status
City Manager's Office (continued)			
6	Sell/demolish North City School.	City Manager	Council discussed selling, demolishing, leasing property Dec. 9, 2024 work session and approved demolition during Dec. 17, 2024 regular session. Council discussed rescinding demolition vote during Jan. 13, 2025 work session and Jan. 21, 2025 regular session. Motion failed. This topic was discussed on Feb. 10, 2025 work session and Feb. 18, 2025 regular session. Approved to demolish. On bid, bid opening is April 29, 2025. On May 12, 2025 work session for award consideration.
7	Prepare a 2025 CDBG prior to the March 27, 2025 deadline.	City Manager	Council consented during Dec. 9, 2024 work session and approved during Dec. 17, 2024 regular session to apply for this grant with SETD assistance. Required public hearing held Jan. 21, 2025. Special called meeting held Feb. 4, 2025 to determine project. Project selected was road improvements to N. Jackson, N. White, College St. and Knight Park. Council approved resolution on March 18, 2025. Application submitted, award anticipation Sept. 2025.
8	Prepare/update purchasing policies.	City Manager	Policies being prepared/updated.
Community Development			
9	Install decorative aluminum fencing to replace existing chain link fencing partially around Cedar Grove Cemetery, \$110,000.	Community Dev. Director Project Manager	Council consented during Nov. 12, 2024 work session and approved during Nov. 19, 2024 regular session the bid from Tim's Fencing to install fencing around Cedar Grove Cemetery. Completed.
10	Continue the dilapidated and unfit structure enforcement per city code 13-302	Community Dev. Director	Completing three enforcement orders previously approved and evaluating additional structures.
Fire Department			
11	Purchase shed for training tower, \$4,800.	Fire Chief	Completed.
12	Purchase cooling fan for fire bay, \$5,000.	Fire Chief	Completed.

No.	Program/Cost/Funding Source	Responsible Party	Status
Fire Department (continued)			
13	Prepare RFQ to hire an architect to design Fire Station #3.	Fire Chief / Purchasing	Council authorized staff during Jan. 21, 2025 regular session to hire architect to design fire station #3. RFQ prepared and distributed. Received 12 proposals on deadline date of April 3, 2025. Evaluating proposals. On May 12, 2025 work session for award consideration.
Hotel/Motel Tax Fund			
14	Beautification project, \$150,000.		Nothing specific
15	Tourism capital projects, wayfinding signage, \$17,000.		Signs being designed.
Information Technology			
16	Purchase computer equipment, \$285,000.	IT Director	On-going.
17	Repair Xfinity public access channel 95 and post city news.	IT Director	Completed.
18	Acquire citizen request management software for general citizen complaints.	IT Director	Text My Gov software evaluated and on hold.
Parks & Recreation Department			
19	Purchase replacement pick-up truck, \$35,000 from Fleet Management Fund.	Parks & Rec. Director	Completed
20	Repair splash pad prior to Spring opening, \$28,000.	Parks & Rec. Director	Working with original installer to repair issues. Expected repair date is late April 2025.
21	Purchase truck toolbox, \$1,200.	Parks & Rec. Director	Completed.
22	Purchase sprayer equipment, \$2,000.	Parks & Rec. Director	Completed.
23	Repair Eco Park pavilion floor, \$4,000.	Parks & Rec. Director	Completed.
24	Repair Eco Park solar panel and motor that operates water aerator.	Parks & Rec. Director	Completed.
25	Purchase concession stand equipment, \$2,500.	Parks & Rec. Director	Completed.
26	Purchase pitching mounds, \$8,000.	Parks & Rec. Director	Completed.
27	Ingleside Park improvements.	Parks & Rec. Director / Project Manager	Completed. Next fiscal year, budget \$200,000 to replace 6 tennis court light fixtures, 6 pickleball light fixtures, add security cameras and pedestrian lighting.

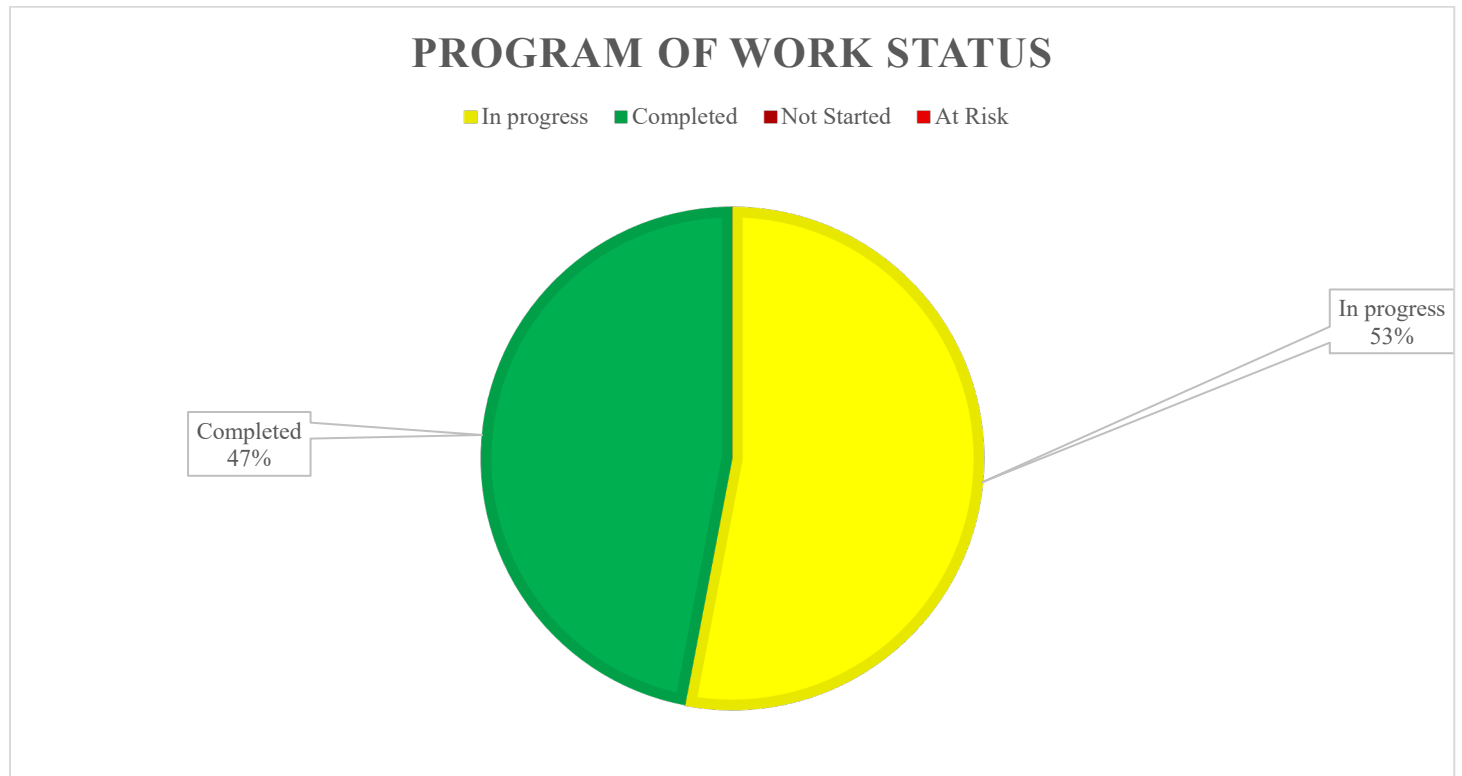
No.	Program/Cost/Funding Source	Responsible Party	Status
Parks & Recreation Department (continued)			
28	Improve Heritage Park including renovation of baseball field, adding walking trail, ADA compliance, and install replacement playground, \$1,250,000 using LPRF grant (50%) and city funds (50%).	Parks & Rec. Director / Project Manager	In design phase by Lose Designs. Plans are being finalized to submit to state for approval. After approval, project can be bid out and approved by Council. Expected completion is Fall 2026.
29	Explore the cost of a splashpad at Cook Park.	Parks & Rec. Director	Discussed during April 7, 2025 work session. No action taken. Completed.
30	Install Level 2 EV charger received from TVA at Market Park (8 hours to fully charge)	Parks & Rec. Director	In process.
Police Department			
31	Purchase 2 patrol vehicles, \$90,000 from Fleet Management Fund	Police Chief	Completed.
32	Purchase equipment for 2 patrol vehicles, \$22,000.	Police Chief	Completed.
33	Purchase records management software, \$78,000.	Police Chief	Completed.
34	Purchase office furniture for administration, \$1,000.	Police Chief	
35	Purchase misc. equipment for special services, \$7,000.	Police Chief	
Public Works Department			
36	Purchase bucket truck, \$90,000 from Fleet Management Fund.	Public Works Director	Completed.
37	Purchase replacement leaf vacuum, \$85,000 from Fleet Management Fund.	Public Works Director / Project Manager	On March 10, 2025 work session for consideration and approved during March 18, 2025 regular session. Ordered.
38	Install updated speed limit signs on Ingleside Ave.	Public Works Director	Completed.
39	Design a traffic signal retiming plan for Decatur Pike corridor, \$62,000. Implementation funds to be requested in upcoming budget process.	Public Works Director / Project Manager	Kimley Horn proposal on March 10, 2025 work session for consideration and approved during March 18, 2025 regular session.
40	Purchase 2 snowplows, \$20,000.	Public Works Director	Completed.
41	Purchase portable welder, \$8,500.	Public Works Director	Completed.
42	Purchase four additional post jack lifts for Fleet Maintenance, \$14,000.	Public Works Director	Completed.

No.	Program/Cost/Funding Source	Responsible Party	Status
Public Works Department (continued)			
43	Complete installation of cameras, fencing for dog runs, and additional HVAC units at new animal shelter.	Public Works Director / Project Manager	Camera installation and fencing completed, HVAC units ordered and to be installed soon, MRHS will install turf in the dog runs soon.
44	Conduct grand opening ceremony for the animal shelter during June 2025.	Public Works Director / Project Manager	Working with MRHS toward having the grand opening event on the one-year anniversary of opening the facility in June 2025.
45	Improve downtown five points intersections on Green Street including sidewalks, pedestrian crossings, retiming of traffic signals for pedestrian safety, \$750,000 using TDOT MMAG grant (90% state/10% local).	Public Works Director / Project Manager	RFQ was prepared for engineering services, 5 responses received, 3 were asked for full proposals. Recommended firm on March 10, 2025 work session for consideration and approved during March 18, 2025 regular session. Construction is expected to begin in 2026 and be completed in 2027.
46	Prepare a traffic safety action plan to identify problematic and unsafe traffic areas, \$105,000 using a federal Safe Streets for All (SS4A) Grant (80%, grant/20% local).	Public Works Director / Project Manager	Kimley Horn has completed the plan. On March 10, 2025 work session for consideration and approved during March 18, 2025 regular session. City can now prepare/submit grant applications for construction of plan priorities. Completed.
47	Resurface 9 city streets totaling 3.94 miles, \$1,716,710 using Surface Transportation Block Grant Local (STBG-L) funds. • Mt. Verd Rd. from Clearwater Rd to city limits (.34) • Sharp Rd. from Velma Rd. to Railroad Ave (.21) • Tellico Ave. from Congress to Astrid St (.83) • Dennis St. from Congress to Decatur Pike (.62) • Woodward Ave. from N. Jackson St. to Ingleside Ave (1.07) • Forrest Ave. from Ingleside Ave. to Madison Ave (.29) • Guille St. from Ingleside Ave. to Eastanallee Ave (.12) • Glendale Ave. from Park St. to Cedar Springs Rd (.29) • Cedar Springs Rd. from Glendale Ave. to Elizabeth St (.17).	Public Works Director / Project Manager	City Council approved the 9 list of streets during April 2022, Gresham Smith Engineers completed final design and submitted to TDOT for approval. Once approved, projects will be bid out during late April 2025, bid considered by council during May 2025, and completion during late 2025.
48	Prepare next round of local street paving set for 2026, \$2,000,000 using local funds.	Public Works Director	

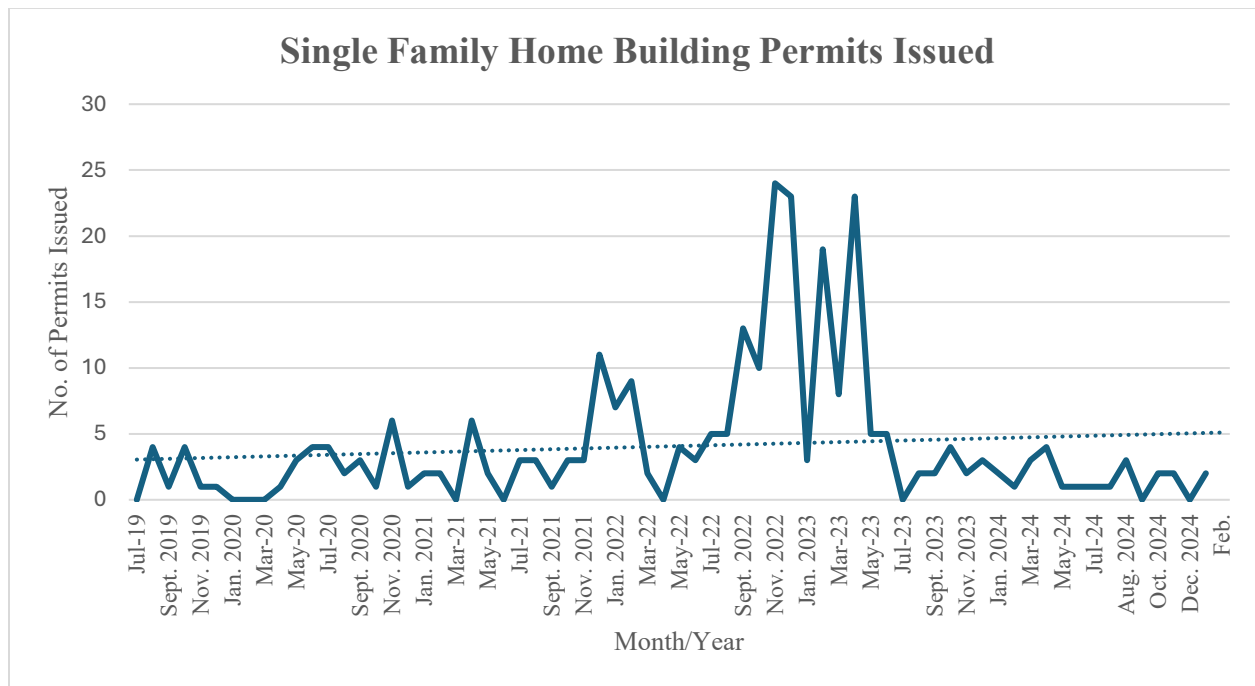
No.	Program/Cost/Funding Source	Responsible Party	Status
Public Works Department (continued)			
49	Prepare an electronic inventory/data base of major city storm water assets of location, size, and condition to determine stormwater needs. Then design and construct needed improvements, \$2,727,688 using ARPA grant funds (85% grant/15% local). This study is a precursor to creating a storm water utility.	Public Works Director / Project Manager	Gresham Smith Engineers has collected all data. System modeling underway, Plan expected to be completed mid-2025. Then design, bid, award, and construct projects. Must be completed by Sept. 2026.
50	Update MS4 stormwater ordinance/permit for compliance.	Public Works Director	On Feb. 10, 2025 work session for presentation, Feb. 18, 2025 for first reading, March 10, 2025 for further review, and approved during March 18, 2025 regular session. Completed.
51	Improve/stabilize/realign N. Jackson St. in front of city hall, \$55,000 for engineering costs. Construction is estimated to cost \$440,000.	Public Works Director / Project Manager	Gresham Smith Engineers has conducted geotechnical analysis, preliminary design plans, and construction cost estimates.
52	Prepare an agreement between the city and Humane Society detailing each party's responsibilities in the new animal shelter.	Public Works Director / Project Manager	Agreement prepared. Discussed during Feb. 10, 2025 work session and Feb. 18, 2025 regular session. On March 10, 2025 work session and approved during March 18 regular session. Completed.
53	Complete the last 2,000 feet of sidewalk construction around MCHS.	Public Works Director	Expected completion during Summer 2025.
54	Improve the road and railroad intersection of W. Madison, Rocky Mount, and Old Riceville Road using Railroad Grade Crossing Program Grant, \$600,000.	Public Works Director	Design completed. Moving to construction phase.
55	Purchase routing software/hardware for garbage trucks, \$44,948 over three years.	Public Works Director / Project Manager	Council consented during Dec. 9, 2024 work session and approved during Dec. 17, 2024 regular session to purchase this software. Setting up software.
Other Projects			
56	Obtain bids/quotes to install fencing/lighting/cameras around city hall parking areas.	City Manager	Cameras delivered and installed soon, fencing is being bid out.
57	Install a baby box device at Fire Station HQ, grant funded.	City Manager / Fire Chief	Agreement approved and executed. Device delivered, installation during April 2025, completion during May 2025.
Value of All Projects: \$8.9M			

Key

Status		No. of Projects/Total Projects	Percentage
	In Progress	30/57	53%
	Completed	27/57	47%
	Not Started	0/57	0%
	At Risk	0/57	0%



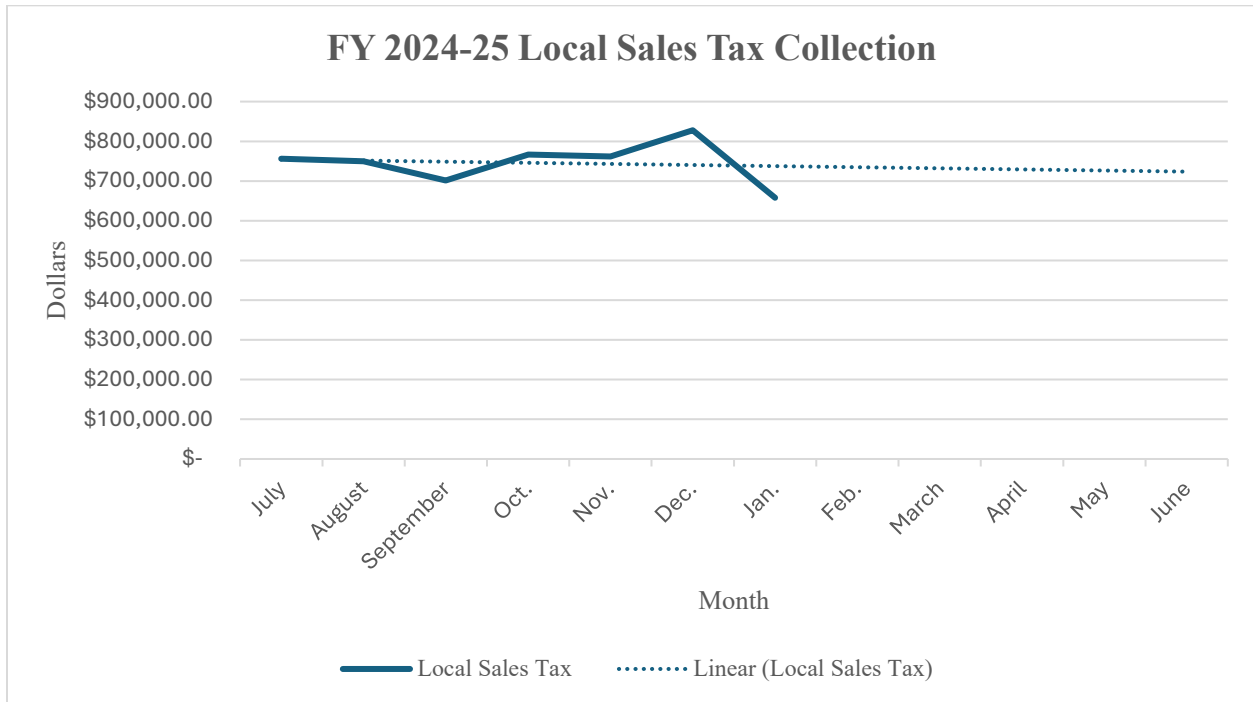
SINGLE FAMILY HOME BUILDING PERMITS ISSUED



Month	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
July	0	4	2	5	0	1
Aug.	4	2	3	5	2	3
Sept.	1	3	1	13	2	0
Oct.	4	1	3	10	4	2
Nov.	1	6	3	24	2	2
Dec.	1	1	11	23	3	0
Jan.	0	2	7	3	2	2
Feb.	0	2	9	19	1	3
Mar.	0	0	2	8	3	
Apr.	1	6	0	23	4	
May	3	2	4	4	1	
June	4	0	3	5	1	
Total	19	29	48	142	25	13

Source: Community Development Dept.

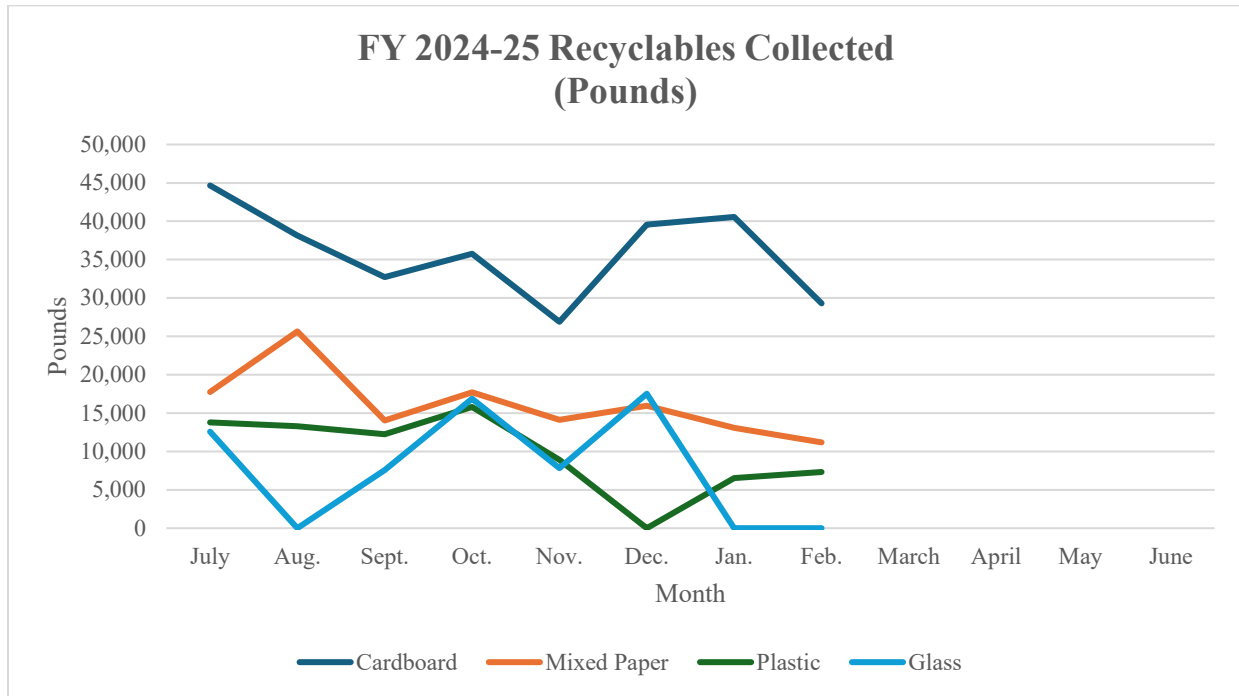
LOCAL SALES TAX COLLECTION



Month	FY 2024-25	Percentage Change
July	755,777	
August	749,676	(0.81%)
Sept.	701,633	(6.41%)
Oct.	766,762	9.28%
Nov.	761,494	(0.68%)
Dec.	827,792	8.7%
Jan.	657,793	(20.5%)
Feb.		
March		
April		
May		
June		
Total Collected	\$5,220,927	
Budgeted	\$8,800,000	
% Collected	59.3%	
Avg. Per Month	\$745,847	

Source: Tennessee Dept. of Revenue

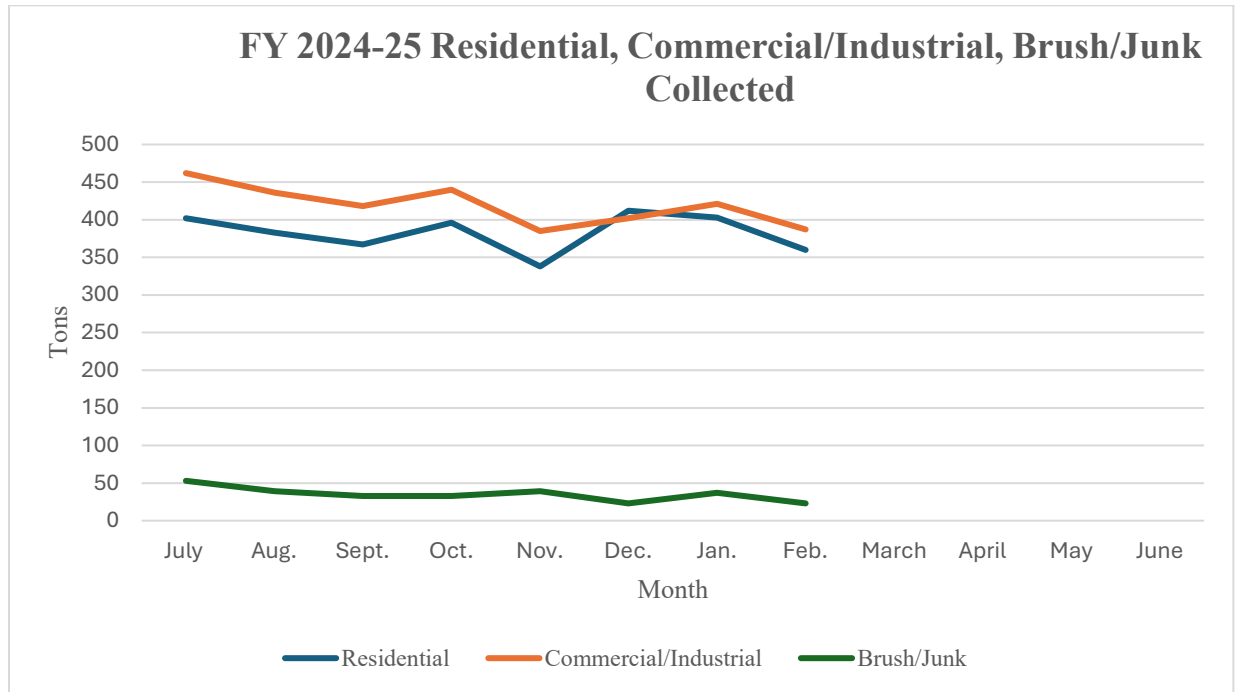
RECYCLABLES COLLECTED



Month	Cardboard	Mixed Paper	Plastic	Glass
July	44,660	17,740	13,800	12,560
August	38,160	25,640	13,280	0
Sept.	32,740	14,040	12,260	7,560
Oct.	35,780	17,720	15,800	16,880
Nov.	26,900	14,140	8,920	7,840
Dec.	39,540	15,940	0	17,520
Jan.	40,560	13,060	6,540	0
Feb.	29,300	11,180	7,320	0
March				
April				
May				
June				
Total Pounds Collected	287,640	122,460	77,920	62,360
Avg. Pounds Per Month	35,955	16,182	9,740	7,795
Total Pounds Previous FY	449,580	200,020	166,940	98,980
% of Previous FY	63.9%	61.2%	46.7%	63.0%

Source: Public Works Dept.

SANITATION COLLECTED



Month	Residential	Commercial/Industrial	Brush/Junk
July	402	462	53
August	383	436	39
Sept.	367	418	33
Oct.	396	440	33
Nov.	338	385	39
Dec.	412	402	23
Jan.	403	421	37
Feb.	360	387	23
March			
April			
May			
June			
Total Tons Collected	3,061	3,351	280
Avg. Tons Per Month	383	419	35
Total Tons Previous FY	4,627	5,417	598
% of Previous FY	66.1%	61.9%	46.8%

Source: Public Works Dept.