# ATHENS CITY COUNCIL
# REGULAR SESSION AGENDA

**Tuesday, May 20, 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 – 6) A. Tuesday, April 15, 2025 - Regular Session

**VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS**

(7) A. Proclamation - Elk's Lodge #1927, Elks National Youth Week (May 1$^{st}$ - May 7$^{th}$)

(8) B. Proclamation - William "Bo" Perkinson, 50 years of service in the Athens Optimist Club

**VII. CITIZENS COMMENTS GERMANE TO THE AGENDA**

**VIII. CONSENT AGENDA**

(9 – 41) A. Approve FY 2025-26 Athens City Schools Budget

(42 – 68) B. Approve AIA Document B101-2017 between the City and Wold Architects and Engineers for new City Fire Station #3, Phase 1 and 2

(69) C. Accept FY 2023-24 Annual Comprehensive Financial Report

(70 - 79) D. Approve the change to Partners for Health – TN State Health Plan for the Employee Health Insurance Coverage

(80 – 82) E. Approve Renewal of HHM as the City's Auditor for Fiscal Year Ending June 30, 2025.

(83 – 98) F. Approve Contract Renewal Between TDOT and the City for the City to Mow, Remove Litter, and Sweep/Flush Selected State Routes

(99 – 102) G. Approve Resolution 2025-11
A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) SAFE STREETS FOR ALL PROGRAM (SS4A)

**IX. ORDINANCES**

(103 – 105) A. Public Hearing and Second Reading of Ordinance 1139
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

## X. OLD BUSINESS

(106 - 108) A. Cook Park Splash Pad

## XI. NEW BUSINESS

(109 – 117) A. FY 2024-25 Budget Amendment
First Reading of Ordinance No. 1140
AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025

(118 – 136) B. FY 2025-26 Proposed Budget
First Reading of Ordinance No. 1141
AN ORDINANCE TO ADOPT A BUDGET AND SET THE TAX RATE ON TAXABLE PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026.

(137 – 146) C. Bid Award of RFB 25-07 to Demolish North City School

(147 – 153) D. Allen & Hoshall Proposed Feasibility Design Services for Athens City Hall Renovation and Public Service Complex Facility

(154 -157) E. Discussion of the Intersection at Crestway Drive and Matlock Avenue

(158) F. Athens Utilities Board
- i. Reappointment - Jeff Zabo (term expires June 2025)
- ii. Applicant on file - Cynthia Webb-McCowan
- iii. Applicant on file – Perry McCowan

(159) G. Board of Adjustment and Appeals
- i. Appointment - Jason Miller (current alternate)

(160) H. Recreation Advisory Board
- i. Reappointment – Moises Contreas

## XII. REPORTS

(161 - 164) A. Community Development 1st Quarter Building Report
Director of Community Development, Anthony Casteel

(165 – 174) B. Finance Department Monthly Report
Director of Finance, Mike Keith

(175 – 180) C. Fire Department Monthly Report
Fire Chief, Brandon Ainsworth

(181 – 184) D. Police Department Monthly Report
Police Chief, Fred Schultz

## XIII. REPORT FROM THE CITY MANAGER

(185 – 195) 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, April 15, 2025**, at 6:00 p.m. in the Athens City Hall Council Chambers with Mayor Eaton presiding. Vice Mayor Curtis led the invocation. Mayor Eaton 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.

## APPROVAL OF MINUTES

**Vice Mayor Curtis moved to approve the minutes of Tuesday, March 18, 2025 – Regular Session; Councilmember Duggan seconded and proposed two corrections:**

Page 6, Item 13 – Correct the misspelling of Vice Mayor Cutis to Curtis.

Page 7, Item 18 – Add language to clarify Councilmember Pelley's motion about the rules not allowing citizens to speak negatively about the City.

**Vice Mayor Curtis moved to approve the minutes with amendments; Councilmember Duggan seconded.**

**With these amendments, the minutes were approved.**
**Roll call vote:**

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

## COMMUNICATIONS AND SPECIAL PRESENTATIONS

A. Athens City Middle School, Assistant Principal Dr. Trey Ivins presented updates, upcoming events, and voiced appreciation for the SRO, Police Department, and Fire Department.

B. Mayor Eaton presented a VIVID Award to Shelia & the late Dan Chesanow for their "Unwavering Dedication to Animal Welfare".

C. Councilmember Duggan presented a Proclamation to Kathi Grand for the 2025 National Day of Prayer.

## CITIZEN'S COMMENTS GERMANE TO THE AGENDA

- Glenn Whiting addressed the Council regarding legal settlements.

In response, Mayor Eaton requested that City Attorney Caldwell provide an overview of the legal matters involving Mr. Whiting. City Attorney Caldwell stated that the lawsuits in question are currently on appeal and have been ongoing since 2020.

## CONSENT AGENDA

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

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

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.

**Vice Mayor Curtis moved to approve all consent agenda items as presented; Councilmember Duggan seconded.**

Discussion:

- Councilmember Pelley spoke in opposition of Item A, saying that using the event as a "fundraiser for someone is very inappropriate".

**Councilmember Pelley moved amending the original motion to allow Item A to be discussed separately from the Consent Agenda; Councilmember Sherlin seconded.**

**The motion to amend failed.**
**Roll call vote:**

| | |
|---|---|
| **YEAS:** | **Pelley, Sherlin** |
| **NAYS:** | **Curtis, Eaton** |
| **ABSTAIN:** | **Duggan** |

**Vote on original motion (to Approve Consent Agenda as Presented)**
**Motion approved.**
**Roll call vote:**

| | |
|---|---|
| **YEAS:** | **Duggan, Curtis, Eaton** |
| **NAYS:** | **Pelley, Sherlin** |

## ORDINANCES

-none-

## OLD BUSINESS

**A. Discussion of City Hall**

**Vice Mayor Curtis moved to authorize the City Manager to engage architects Allen & Hoshall to design plans and refined cost estimates for an Annex and Renovation to the current City Hall as described by the City Manager; Mayor Eaton seconded.**

Discussion:

- Councilmember Pelley expressed a desire to continue the discussion at future meetings and supported moving the Parks and Recreation Department to Athens Regional Park.
- Vice Mayor Curtis stated that the matter has been under discussion for years, costs are increasing, and utilizing the existing site is the most practical approach.
- Councilmember Sherlin agreed that the issue has been discussed extensively but requested more specific project details before engaging architects for preliminary design and cost estimation.
- Councilmember Duggan requested that firm dates be set for further discussions, should they be necessary.
- Mayor Eaton noted that hiring an architect is the logical next step to enable productive future discussion.

**Councilmember Duggan moved to amend the original motion to include scheduling two called planning sessions within the next four weeks. He later withdrew the motion.**

**Councilmember Sherlin moved to postpone the discussion until the May Work Session and to schedule additional planning sessions before proceeding with contracting an architect. Councilmember Pelley seconded the motion.**

**Motion to postpone was approved.**
**Roll call vote:**

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

**Vice Mayor Curtis called the question on the original motion; Mayor Eaton seconded.**

**Vote on Motion to Call the Question:**
**The motion failed to receive the required two-thirds vote, and discussion resumed.**
**Roll call vote:**

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

**Original motion approved.**
**Roll call vote:**

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

**B. Approval of Legal Settlement**

City Attorney Caldwell provided an update on the current lawsuit filed in McMinn County Chancery Court involving Robert Roberts, LLC. He explained that mediation had taken place and recommended settling the matter for $95,000, payable to Robert Roberts, LLC through their attorney.

**Vice Mayor Curtis moved to approve the settlement in the amount of $95,000. Councilmember Duggan seconded the motion.**

Discussion:
- Councilmember Sherlin expressed opposition to settling, stating that the City was not at fault in the matter.
- Vice Mayor Curtis noted that continuing to contest the case could ultimately result in higher costs for the City.

**Motion approved.**
**Roll call vote:**

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

## NEW BUSINESS

**A. Discussion to Amend Athens City Code 8-52 (1) - Number of Local Liquor Store Privilege Licenses.**

**Councilmember Duggan moved to increase the number of local liquor store privilege licenses from two (2) to three (3). Vice Mayor Curtis seconded the motion.**

First Reading of Ordinance No. 1139:
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.

Discussion:
- Councilmembers Sherlin and Pelley opposed the increase, asserting that there are already enough liquor stores in the area.
- Councilmember Duggan and Vice Mayor Curtis expressed support for the amendment, citing their belief in a free market approach.

**Motion approved.**
**Roll call vote:**

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

**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

**Councilmember Sherlin moved to approve Resolution No. 2025-10 with a condition that a minimum bid be attached to the property disposal, set at no less than the improvement value or the commercial appraisal, whichever is higher. Councilmember Pelley seconded the motion.**

**Motion approved.**
**Roll call vote:**
**YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton**
**NAYS: None**

**C. Reappoint David Passmore to Board of Adjustment & Appeals (term expires April 2030)**

**Councilmember Pelley moved to approve the reappointment of David Passmore; Vice Mayor Curtis seconded the motion.**

**Motion approved.**
**Roll call vote:**
**YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton**
**NAYS: None**

**D. Reappoint Charles Byrd to the Tax Equalization Board (term expires April 2027)**

**Councilmember Pelley moved to approve the reappointment of Charles Byrd; Vice Mayor Curtis seconded the motion.**

**Motion approved.**
**Roll call vote:**
**YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton**
**NAYS: None**

**E. Fill the unexpired term of Janice Hardaway (expiring August 2025) on the Athens Regional Planning Commission**

**Mayor Eaton appointed Frances Witt-McMahan to fill the unexpired term.**
**Vice Mayor Curtis moved to confirm the mayoral appointment. Councilmember Duggan seconded the motion.**

**Motion approved.**
**Roll call vote:**
**YEAS: Duggan, Sherlin, Curtis, Eaton**
**NAYS: Pelley**

**F. New Business – Proposal for Splash Pad at Cook Park**

**Councilmember Pelley moved to put a splash pad at Cook Park. Motion failed for lack of second.**

## REPORTS

Finance Department Monthly Report
Director of Finance, Mike Keith

Fire Department Monthly Report
Fire Chief, Brandon Ainsworth

Police Department Monthly Report
Police Chief, Fred Schultz

## REPORT FROM THE CITY MANAGER

Program of Work
City Manager, Randall Dowling

## CITIZENS COMMENTS

- Charlie Senn – Safeguard American Voter Eligibility Act (SAVE Act)
- Glenn Whiting – City Hall Annex and Renovation
- Dick Pelley – The way he has been treated during his time served on the City Council.

## ADJOURNMENT

Vice Mayor Curtis moved to adjourn; Councilmember Duggan seconded. The meeting adjourned at approximately 8:15 pm.

**Roll call vote:**

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

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

# PROCLAMATION

**WHEREAS**, the Benevolent and Protective Order of Elks has designated first week of May, as Elks National Youth Week, to honor America's Junior Citizens for their accomplishments and to give fitting recognition of their service to community, state, and nation; and

**WHEREAS**, the Athens Elks Lodge #1927 will sponsor observances during that week in tribute to the youth of our community, fostering their growth and acknowledging their contributions; and

**WHEREAS**, our young people represent the nation's greatest resource and the future stewards of our free society, deserving of guidance, encouragement, and celebration; and

**WHEREAS**, the Elks, under the leadership of **Grand Exalted Ruler Douglas A. Schiefer**, exemplify a deep commitment to nurturing civic responsibility, patriotism, and leadership in youth; and

**WHEREAS**, the City of Athens joins with the Benevolent and Protective Order of Elks in recognizing the importance of investing in our youth, encouraging their aspirations, and preparing them to assume future responsibilities in service to our community and nation.

**NOW, THEREFORE**, I, **Larry Eaton**, Mayor of the City of Athens, Tennessee, do hereby proclaim the week of **May 1 through May 7, 2025**, as:

## ELKS NATIONAL YOUTH WEEK

in the City of Athens and commend the ongoing work of the Athens Elks Lodge #1927 and further recognize the outstanding dedication to America's youth.

Let this proclamation serve as a call to all citizens, civic organizations, and government agencies to participate wholeheartedly in this celebration, honoring our young citizens and fostering a stronger, united community.

**May 1, 2025**

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MAYOR

# PROCLAMATION

**WHEREAS,** the City of Athens, Tennessee, takes great pride in recognizing citizens who demonstrate an exceptional commitment to public service, civic leadership, and community betterment; and

**WHEREAS**, on Thursday, May 1, 2025, the Athens Optimist Club will hold a special celebration to recognize a momentous milestone — the 50-year membership of one of its most distinguished and devoted members, former Athens City Councilmember William "Bo" Perkinson; and

**WHEREAS**, the Athens Optimist Club has long been a beacon of service, leadership, and unwavering support for the youth and citizens of Athens, Tennessee; and

**WHEREAS**, Mr. Perkinson has been a pillar of the Athens community, embodying the very spirit of optimism, civic duty, and selfless service through five decades of unwavering dedication to the Club and the City of Athens; and

**WHEREAS,** Mr. Perkinson served as President of the Optimist Club from 1984 to 1985, chaired many of the Club's 22 project committees, and has been instrumental in the creation and success of numerous community improvement initiatives; and

**WHEREAS**, Mr. Perkinson served the citizens of Athens with distinction on the Athens City Council from January 1997 until November 2020, including his two terms as Mayor, demonstrating thoughtful leadership and tireless dedication to the city's growth and well-being; and

**WHEREAS,** Mr. Perkinson has given much of his time to numerous organizations, including the United Way of McMinn County, YMCA, Habitat for Humanity, Athens Utilities Board, Small Cities Council of the National League of Cities, National Multiple Sclerosis Society for Indiana, Kentucky, and Tennessee, and E.G. Fisher Friends of the Library; and

**WHEREAS**, his legacy in the Optimist Club and in public office has inspired generations of Athenians to serve with honor, lead with compassion, and live with optimism.

**NOW, THEREFORE, BE IT PROCLAIMED**, that I, Larry Eaton, Mayor of the City of Athens, Tennessee, do hereby recognize and commend **William "Bo" Perkinson** for his **50 years of outstanding service** in the Athens Optimist Club, and extend our deepest appreciation for his invaluable contributions to the people and progress of Athens.

**May 1, 2025**

MAYOR

**Agenda Item**
VIII. A. Approve FY 2025-26 Athens City Schools Budget

**Overview**
The Athens City Schools Board of Education reviewed and discussed the proposed budget for the FY 2025–26 school year during a work session held on March 26, 2025. Following the presentation and review, Mr. Barnett formally recommended that the Athens City Schools Board of Education approve the budget as presented. A motion to approve the FY 2025–26 budget was made by Ms. Carroll and seconded by Mrs. Forrest. The motion carried. The budget was officially approved by the Athens City Schools Board of Education on April 14, 2025. The Athens City Schools' proposed budget for FY 2025–26 outlines a comprehensive financial plan totaling approximately **$32.2 million** in available funds. This amount includes **$23.1 million** in estimated revenues and an existing beginning fund balance (equity) of **$9.1 million**.

The budget is allocated across three primary funds:
• General Purpose Fund
• Federal Projects Fund
• Cafeteria Fund

Upon City Council's approval the school budget will be incorporated into the City's overall operating budget.

**Action to Consider**
Motion, second, and vote are needed to approve.

**Affected Departments**
Athens City Schools

| Sys # | System Name |
| --- | --- |
| 541 | Athens City |

## FY 2025-2026 BUDGET DOCUMENT

## AVAILABLE FUNDS AND EXPENDITURES (APPROPRIATIONS) FOR THE FISCAL YEAR BEGINNING JULY 1, 2025

| ACCOUNT NO. | ESTIMATED REVENUES AND OTHER SOURCES EXPENDITURES (APPROPRIATIONS) AND OTHER USES | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
| --- | --- | --- | --- | --- | --- |
| | ESTIMATED REVENUES AND OTHER SOURCES | | | | |
| 40000 | Local Taxes | $6,379,000 | $6,379,000 | $0 | $0 |
| 41000 | Licenses & Permits | 1,000 | 1,000 | 0 | 0 |
| 43000 | Charges for Current Services | 359,625 | 305,625 | 0 | 54,000 |
| 44000 | Other Local Revenues | 255,400 | 188,200 | 0 | 67,200 |
| 46500 | State Education Funds | 13,119,668 | 13,107,168 | 0 | 12,500 |
| 47100 | Federal Funds Received Thru State | 2,979,235 | 0 | 1,544,648 | 1,434,587 |
| 49999 | TOTAL ESTIMATED REVENUES & OTHER SOURCES | $23,093,928 | $19,980,993 | $1,544,648 | $1,568,287 |
| 30000 | EQUITY | $9,114,096 | $8,148,345 | $0 | $965,751 |
| | **TOTAL AVAILABLE FUNDS** | $32,208,024 | $28,129,338 | $1,544,648 | $2,534,038 |

**FY 2025-2026 BUDGET DOCUMENT**

| ACCOUNT NO. | ESTIMATED REVENUES AND OTHER SOURCES EXPENDITURES (APPROPRIATIONS) AND OTHER USES | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | EXPENDITURES (APPROPRIATIONS) | | | | |
| 71100 | Regular Instruction Program | $10,607,099 | $10,083,381 | $523,718 | $0 |
| 71200 | Special Education Program | 1,769,893 | 1,257,900 | 511,993 | 0 |
| 71300 | Vocational Education Program | 37,729 | 37,729 | 0 | 0 |
| 71400 | Student Body Education Program | 17,449 | 17,449 | 0 | 0 |
| 72110 | Attendance | 44,937 | 44,937 | 0 | 0 |
| 72120 | Health Services | 361,457 | 361,457 | 0 | 0 |
| 72130 | Other Student Support | 635,451 | 473,139 | 162,312 | 0 |
| 72210 | Regular Instruction Program | 1,212,941 | 989,451 | 223,490 | 0 |
| 72220 | Special Education Program | 222,158 | 106,773 | 115,385 | 0 |
| 72250 | Education Technology | 275,326 | 275,326 | 0 | 0 |
| 72310 | Board of Education | 1,006,607 | 1,006,607 | 0 | 0 |
| 72320 | Office of Superintendent | 240,299 | 240,299 | 0 | 0 |
| 72410 | Office of Principal | 1,202,241 | 1,202,241 | 0 | 0 |
| 72510 | Fiscal Services | 238,597 | 238,597 | 0 | 0 |
| 72520 | Human Services(Resources)/Personnel | 144,298 | 144,298 | 0 | 0 |
| 72610 | Operation of Plant | 1,196,956 | 1,196,956 | 0 | 0 |
| 72620 | Maintenance of Plant | 298,298 | 298,298 | 0 | 0 |
| 72710 | Transportation | 714,599 | 706,849 | 7,750 | 0 |
| 73100 | Food Service | 1,575,477 | 7,190 | 0 | 1,568,287 |
| 73300 | Community Services | 382,106 | 382,106 | 0 | 0 |
| 73400 | Early Childhood Education | 845,008 | 845,008 | 0 | 0 |
| 76100 | Regular Capital Outlay | 140,000 | 140,000 | 0 | 0 |
| | TOTAL EXPENDITURES (APPROPRIATIONS) | $23,168,926 | $20,055,991 | $1,544,648 | $1,568,287 |
| | *Check should be 0 | $0 | $0 | $0 | $0 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | Local Taxes | | | | |
| 40100 | County Property Taxes | | | | |
| 40110 | Current Property Tax | $730,000 | $730,000 | $0 | $0 |
| 40120 | Trustee's Collections - Prior Year | 16,000 | $16,000 | $0 | $0 |
| 40130 | Circuit Clk./Clk. & Master Coll. - Prior Yrs | 16,000 | $16,000 | $0 | $0 |
| 40140 | Interest & Penalty | 8,000 | $8,000 | $0 | $0 |
| 40150 | Pickup Taxes | 20,000 | $20,000 | $0 | $0 |
| 40162 | Payments in Lieu of Taxes - Local Utilities | 13,000 | $13,000 | $0 | $0 |
| 40210 | Local Option Sales Tax | 3,115,000 | $3,115,000 | $0 | $0 |
| 40270 | Business Tax | 33,000 | $33,000 | $0 | $0 |
| 40320 | Bank Excise Tax | 7,000 | $7,000 | $0 | $0 |
| 40400 | Total County Taxes | $3,958,000 | $3,958,000 | $0 | $0 |
| 40600 | City/Special School District Property Taxes | | | | |
| 40700 | City Local Option Taxes | | | | |
| 40710 | Local Option Sales Tax | 2,421,000 | $2,421,000 | $0 | $0 |
| 40800 | Total City/Special School District Property Taxes | $2,421,000 | $2,421,000 | $0 | $0 |
| 40000 | Total Local Taxes | $6,379,000 | $6,379,000 | $0 | $0 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 41000 | Licenses and Permits | | | | |
| 41100 | Licenses | | | | |
| 41110 | Marriage Licenses | $1,000 | $1,000 | $0 | $0 |
| 41000 | Total Licenses and Permits | $1,000 | $1,000 | $0 | $0 |
| 43000 | Charges for Current Services | | | | |
| 43500 | Education Charges | | | | |
| 43511 | Tuition - Regular Day Students | $57,800 | $57,800 | $0 | $0 |
| 43517 | Tuition - Other | $185,890 | $185,890 | $0 | $0 |
| 43522 | Lunch Payments - Adults | $14,000 | $0 | $0 | $14,000 |
| 43525 | Ala Carte Sales | $40,000 | $0 | $0 | $40,000 |
| 43551 | School Based Health (FFS) | $61,935 | $61,935 | $0 | $0 |
| 43000 | Total Charges for Current Services | $359,625 | $305,625 | $0 | $54,000 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 44000 | Other Local Revenues | | | | |
| 44100 | Recurring Items | | | | |
| 44110 | Investment Income | $190,670 | $186,470 | $0 | $4,200 |
| 44120 | Lease/Rentals | 730 | $730 | $0 | $0 |
| 44170 | Miscellaneous Refunds | 8,000 | $0 | $0 | $8,000 |
| 44500 | Nonrecurring Items | | | | |
| 44990 | Other Local Revenue | 56,000 | $1,000 | $0 | $55,000 |
| 44000 | Total Other Local Revenues | $255,400 | $188,200 | $0 | $67,200 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 46000 | State of Tennessee | | | | |
| 46500 | State Education Funds | | | | |
| 46510 | TISA | $11,777,088 | $11,777,088 | $0 | $0 |
| 46515 | Early Childhood Education Program | 674,678 | $674,678 | $0 | $0 |
| 46520 | School Food Service-State Matching | 12,500 | $0 | $0 | $12,500 |
| 46590 | Other State Education Funds | 588,648 | $588,648 | $0 | $0 |
| 46610 | Career Ladder | 13,525 | $13,525 | $0 | $0 |
| 46790 | Other Vocational | 53,229 | $53,229 | $0 | $0 |
| 46500 | Total State Education Funds | $13,119,668 | $13,107,168 | $0 | $12,500 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 47000 | Federal Government | | | | |
| 47100 | Federal through State | | | | |
| 47111 | USDA School Lunch Program | $931,037 | $0 | $0 | $931,037 |
| 47112 | USDA Commodities | 120,283 | $0 | $0 | $120,283 |
| 47113 | Breakfast | 348,267 | $0 | $0 | $348,267 |
| 47114 | USDA - Other | 35,000 | $0 | $0 | $35,000 |
| 47141 | Title I - Grants to Local Education Agencies | 683,434 | $0 | $683,434 | $0 |
| 47143 | IDEA Part B-Special Education Grants | 609,784 | $0 | $609,784 | $0 |
| 47145 | IDEA Preschool Grants | 25,345 | $0 | $25,345 | $0 |
| 47146 | Title III-English Language Acquisition Grants | 10,109 | $0 | $10,109 | $0 |
| 47148 | Title V-Rural Education | 60,793 | $0 | $60,793 | $0 |
| 47189 | Title II-A | 91,347 | $0 | $91,347 | $0 |
| 47590 | Other Federal Through State | 63,836 | $0 | $63,836 | $0 |
| 47100 | Total Federal Through State | $2,979,235 | $0 | $1,544,648 | $1,434,587 |
| 47000 | Total Federal Government | $2,979,235 | $0 | $1,544,648 | $1,434,587 |
| 47999 | **TOTAL ESTIMATED REVENUES** | $23,093,928 | $19,980,993 | $1,544,648 | $1,568,287 |

| ACCOUNT NO. | ESTIMATED REVENUES | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 49999 | **TOTAL ESTIMATED REVENUES AND OTHER SOURCES** | $23,093,928 | $19,980,993 | $1,544,648 | $1,568,287 |

**SCHEDULE OF TRANSFERS**

| FUND # | PURPOSE | FROM FUND | TO FUND |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

| ACCOUNT NO. | EQUITY 7/01/2024 BEGINNING-OF-YEAR | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| 34000 | **EQUITY** | | | | |
| | RESTRICTED | | | | |
| 34560 | Restricted for Instruction (Career Ladder) | (1,212) | ($1,212) | $0 | $0 |
| 34570 | Restricted for Operation of Non-Instructional Services | 965,751 | $0 | $0 | $965,751 |
| 34587 | Restricted for Hybrid Retirement Stabilization Fund | 253,156 | $253,156 | $0 | $0 |
| | ASSIGNED | | | | |
| 34755 | Assigned for Education | 1,237,569 | $1,237,569 | $0 | $0 |
| 34760 | Assigned for Instruction | 500,000 | $500,000 | $0 | $0 |
| 34765 | Assigned for Support Services | 145,515 | $145,515 | $0 | $0 |
| 34775 | Assigned for Capital Outlay | 2,504,246 | $2,504,246 | $0 | $0 |
| 39000 | UNASSIGNED | 3,509,071 | $3,509,071 | $0 | $0 |
| 30000 | **TOTAL EQUITY** | $9,114,096 | $8,148,345 | $0 | $965,751 |
| | **TOTAL AVAILABLE FUNDS** | $32,208,024 | $28,129,338 | $1,544,648 | $2,534,038 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | INSTRUCTION - 71000 | | | | |
| | REGULAR INSTRUCTION PROGRAM (71100) | | | | |
| 71100 116 | Teachers | $6,822,170 | $6,549,961 | $272,209 | $0 |
| 71100 117 | Career Ladder Program | 4,200 | $4,200 | $0 | $0 |
| 71100 128 | Homebound Teachers | 2,500 | $2,500 | $0 | $0 |
| 71100 163 | Educational Assistants | 516,938 | $472,555 | $44,383 | $0 |
| 71100 188 | Bonus Payments | 332,000 | $332,000 | $0 | $0 |
| 71100 189 | Other Salaries & Wages | 59,750 | $24,000 | $35,750 | $0 |
| 71100 195 | Certified Substitute Teachers | 1,600 | $0 | $1,600 | $0 |
| 71100 198 | Non-certified Substitute Teachers | 156,000 | $156,000 | $0 | $0 |
| 71100 201 | Social Security | 489,195 | $467,251 | $21,944 | $0 |
| 71100 204 | State Retirement | 474,935 | $452,326 | $22,609 | $0 |
| 71100 206 | Life Insurance | 170 | $0 | $170 | $0 |
| 71100 207 | Medical Insurance | 1,051,114 | $999,660 | $51,454 | $0 |
| 71100 212 | Employer Medicare | 114,478 | $109,346 | $5,132 | $0 |
| 71100 217 | Retirement Hybrid Stabilization | 44,045 | $44,045 | $0 | $0 |
| 71100 299 | Other Fringe Benefits | 50,000 | $50,000 | $0 | $0 |
| 71100 312 | Contracts with Other School Systems | 2,209 | $2,209 | $0 | $0 |
| 71100 330 | Operating Lease Payments | 13,748 | $13,748 | $0 | $0 |
| 71100 399 | Other Contracted Services | 1,509 | $1,509 | $0 | $0 |
| 71100 429 | Instructional Supplies & Materials | 131,667 | $93,551 | $38,116 | $0 |
| 71100 430 | Textbooks - Electronic | 68,000 | $68,000 | $0 | $0 |
| 71100 449 | Textbooks - Bound | 165,000 | $165,000 | $0 | $0 |
| 71100 471 | Software | 18,211 | $0 | $18,211 | $0 |
| 71100 499 | Other Supplies & Materials | 17,586 | $12,530 | $5,056 | $0 |
| 71100 599 | Other Charges | 3,123 | $3,123 | $0 | $0 |
| 71100 722 | Regular Instruction Equipment | 66,951 | $59,867 | $7,084 | $0 |
| 71100 | TOTAL REGULAR INSTRUCTION PROGRAM | $10,607,099 | $10,083,381 | $523,718 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | INSTRUCTION - 71000 | | | | |
| | SPECIAL EDUCATION PROGRAM (71200) | | | | |
| 71200 116 | Teachers | $577,648 | $576,648 | $1,000 | $0 |
| 71200 128 | Homebound Teachers | 2,500 | $2,500 | $0 | $0 |
| 71200 163 | Educational Assistants | 386,154 | $141,767 | $244,387 | $0 |
| 71200 171 | Speech Pathologist | 177,236 | $116,141 | $61,095 | $0 |
| 71200 198 | Non-certified Substitute Teachers | 2,500 | $2,500 | $0 | $0 |
| 71200 201 | Social Security | 72,141 | $52,953 | $19,188 | $0 |
| 71200 204 | State Retirement | 81,181 | $53,643 | $27,538 | $0 |
| 71200 206 | Life Insurance | 430 | $25 | $405 | $0 |
| 71200 207 | Medical Insurance | 297,182 | $186,004 | $111,178 | $0 |
| 71200 212 | Employer Medicare | 16,648 | $12,161 | $4,487 | $0 |
| 71200 217 | Retirement Hybrid Stabilization | 1,834 | $1,834 | $0 | $0 |
| 71200 312 | Contracts W/Private Agencies | 110,924 | $110,924 | $0 | $0 |
| 71200 429 | Instructional Supplies & Materials | 37,600 | $300 | $37,300 | $0 |
| 71200 499 | Other Supplies & Materials | 500 | $500 | $0 | $0 |
| 71200 725 | Special Education Equipment | 5,415 | $0 | $5,415 | $0 |
| 71200 | TOTAL SPECIAL EDUCATION PROGRAM | $1,769,893 | $1,257,900 | $511,993 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | INSTRUCTION - 71000 | | | | |
| | VOCATIONAL EDUCATION PROGRAM (71300) | | | | |
| 71300 471 | Software | 14,750 | $14,750 | $0 | $0 |
| 71300 599 | Other Charges | 1,500 | $1,500 | $0 | $0 |
| 71300 730 | Vocational Instruction Equipment | 21,479 | $21,479 | $0 | $0 |
| 71300 | TOTAL VOCATIONAL EDUCATION PROGRAM | $37,729 | $37,729 | $0 | $0 |

**FY 2025-2026 BUDGET DOCUMENT**

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | INSTRUCTION - 71000 | | | | |
| | STUDENT BODY EDUCATION PROGRAM (71400) | | | | |
| 71400 189 | Other Salaries & Wages | 11,100 | $11,100 | $0 | $0 |
| 71400 201 | Social Security | 688 | $688 | $0 | $0 |
| 71400 212 | Employer Medicare | 161 | $161 | $0 | $0 |
| 71400 399 | Other Contracted Services | 3,900 | $3,900 | $0 | $0 |
| 71400 599 | Other Charges | 1,600 | $1,600 | $0 | $0 |
| 71400 | TOTAL STUDENT BODY EDUCATION PROGRAM | $17,449 | $17,449 | $0 | $0 |
| 71000 | TOTAL INSTRUCTIONAL EXPENDITURES | $12,432,170 | $11,396,459 | $1,035,711 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | STUDENTS (72100) | | | | |
| | ATTENDANCE (72110) | | | | |
| 72110 162 | Clerical Personnel | 1,000 | $1,000 | $0 | $0 |
| 72110 189 | Other Salaries & Wages | 21,000 | $21,000 | $0 | $0 |
| 72110 201 | Social Security | 1,363 | $1,363 | $0 | $0 |
| 72110 204 | State Retirement | 2,112 | $2,112 | $0 | $0 |
| 72110 207 | Medical Insurance | 4,392 | $4,392 | $0 | $0 |
| 72110 212 | Employer Medicare | 320 | $320 | $0 | $0 |
| 72110 399 | Other Contracted Services | 8,000 | $8,000 | $0 | $0 |
| 72110 499 | Other Supplies & Materials | 900 | $900 | $0 | $0 |
| 72110 524 | In-Service/Staff Development | 4,000 | $4,000 | $0 | $0 |
| 72110 599 | Other Charges | 1,850 | $1,850 | $0 | $0 |
| 72110 | TOTAL ATTENDANCE | $44,937 | $44,937 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | STUDENTS (72100) | | | | |
| | HEALTH SERVICES (72120) | | | | |
| 72120 105 | Supervisor/Director | $30,050 | $30,050 | $0 | $0 |
| 72120 131 | Medical Personnel | $190,638 | $190,638 | $0 | $0 |
| 72120 189 | Other Salaries & Wages | 18,126 | $18,126 | $0 | $0 |
| 72120 201 | Social Security | 14,807 | $14,807 | $0 | $0 |
| 72120 204 | State Retirement | 22,926 | $22,926 | $0 | $0 |
| 72120 207 | Medical Insurance | 33,069 | $33,069 | $0 | $0 |
| 72120 212 | Employer Medicare | 3,463 | $3,463 | $0 | $0 |
| 72120 217 | Retirement Hybrid Stabilization | 1,193 | $1,193 | $0 | $0 |
| 72120 307 | Communication | 1,207 | $1,207 | $0 | $0 |
| 72120 399 | Other Contracted Services | 12,787 | $12,787 | $0 | $0 |
| 72120 413 | Drugs & Medical Supplies | 685 | $685 | $0 | $0 |
| 72120 499 | Other Supplies & Materials | 13,460 | $13,460 | $0 | $0 |
| 72120 524 | In-Service/Staff Development | 9,500 | $9,500 | $0 | $0 |
| 72120 735 | Health Equipment | 7,046 | $7,046 | $0 | $0 |
| 72120 790 | Other Equipment | 2,500 | $2,500 | $0 | $0 |
| 72120 | TOTAL HEALTH SERVICES | $361,457 | $361,457 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | STUDENTS (72100) | | | | |
| | OTHER STUDENT SUPPORT (72130) | | | | |
| 72130 123 | Guidance Personnel | 277,124 | $277,124 | $0 | $0 |
| 72130 130 | Social Workers | 41,524 | $41,524 | $0 | $0 |
| 72130 188 | Bonus Payments | 2,000 | $0 | $2,000 | $0 |
| 72130 189 | Other Salaries & Wages | 32,241 | $0 | $32,241 | $0 |
| 72130 201 | Social Security | 21,879 | $19,756 | $2,123 | $0 |
| 72130 204 | State Retirement | 23,000 | $19,976 | $3,024 | $0 |
| 72130 207 | Medical Insurance | 52,537 | $48,132 | $4,405 | $0 |
| 72130 212 | Employer Medicare | 5,116 | $4,620 | $496 | $0 |
| 72130 217 | Retirement Hybrid Stabilization | 1,588 | $1,588 | $0 | $0 |
| 72130 307 | Communication | 396 | $0 | $396 | $0 |
| 72130 336 | Maintenance & Repair Services - Equipment | 1,500 | $1,500 | $0 | $0 |
| 72130 399 | Other Contracted Services | 12,992 | $12,992 | $0 | $0 |
| 72130 471 | Software | 4,743 | $0 | $4,743 | $0 |
| 72130 499 | Other Supplies & Materials | 15,899 | $1,438 | $14,461 | $0 |
| 72130 524 | In-Service/Staff Development | 16,956 | $11,900 | $5,056 | $0 |
| 72130 599 | Other Charges | 70,646 | $1,589 | $69,057 | $0 |
| 72130 790 | Other Equipment | 55,310 | $31,000 | $24,310 | $0 |
| 72130 | TOTAL OTHER STUDENT SUPPORT | $635,451 | $473,139 | $162,312 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | INSTRUCTIONAL STAFF (72200) | | | | |
| | REGULAR INSTRUCTION PROGRAM (72210) | | | | |
| 72210 105 | Supervisor/Director | $246,833 | $187,212 | $59,621 | $0 |
| 72210 117 | Career Ladder Program | 4,000 | $4,000 | $0 | $0 |
| 72210 129 | Librarian(s) | 179,892 | $179,892 | $0 | $0 |
| 72210 161 | Secretary(s) | 79,266 | $54,218 | $25,048 | $0 |
| 72210 162 | Clerical Personnel | 19,689 | $19,689 | $0 | $0 |
| 72210 163 | Educational Assistants | 19,689 | $19,689 | $0 | $0 |
| 72210 172 | Instructional Coaches | 241,885 | $241,885 | $0 | $0 |
| 72210 189 | Other Salaries & Wages | 72,701 | $0 | $72,701 | $0 |
| 72210 201 | Social Security | 38,552 | $28,811 | $9,741 | $0 |
| 72210 204 | State Retirement | 64,439 | $53,619 | $10,820 | $0 |
| 72210 206 | Life Insurance | 58 | $0 | $58 | $0 |
| 72210 207 | Medical Insurance | 117,246 | $98,538 | $18,708 | $0 |
| 72210 212 | Employer Medicare | 9,020 | $6,738 | $2,282 | $0 |
| 72210 217 | Retirement Hybrid Stabilization | 1,039 | $1,039 | $0 | $0 |
| 72210 336 | Maintenance & Repair Services - Equipment | 4,500 | $4,500 | $0 | $0 |
| 72210 355 | Travel | 1,700 | $1,700 | $0 | $0 |
| 72210 399 | Other Contracted Services | 12,176 | $11,951 | $225 | $0 |
| 72210 432 | Library Books/Media | 33,280 | $33,280 | $0 | $0 |
| 72210 499 | Other Supplies & Materials | 3,645 | $0 | $3,645 | $0 |
| 72210 524 | In Service/Staff Development | 56,698 | $36,837 | $19,861 | $0 |
| 72210 599 | Other Charges | 6,337 | $5,853 | $484 | $0 |
| 72210 790 | Other Equipment | 296 | $0 | $296 | $0 |
| 72210 | TOTAL REGULAR INSTRUCTION PROGRAM | $1,212,941 | $989,451 | $223,490 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | INSTRUCTIONAL STAFF (72200) | | | | |
| | SPECIAL EDUCATION PROGRAM (72220) | | | | |
| 72220 105 | Supervisor/Director | $83,893 | $83,893 | $0 | $0 |
| 72220 161 | Secretary(s) | 19,627 | $0 | $19,627 | $0 |
| 72220 196 | In-Service Training | 3,000 | $0 | $3,000 | $0 |
| 72220 201 | Social Security | 6,418 | $5,201 | $1,217 | $0 |
| 72220 204 | State Retirement | 6,725 | $4,841 | $1,884 | $0 |
| 72220 206 | Life Insurance | 15 | $0 | $15 | $0 |
| 72220 207 | Medical Insurance | 8,022 | $8,022 | $0 | $0 |
| 72220 212 | Employer Medicare | 1,501 | $1,216 | $285 | $0 |
| 72220 307 | Communication | 1,500 | $1,500 | $0 | $0 |
| 72220 312 | Contract with Private Agencies | 60,500 | $0 | $60,500 | $0 |
| 72220 322 | Evaluation & Testing | 14,913 | $0 | $14,913 | $0 |
| 72220 355 | Travel | 100 | $100 | $0 | $0 |
| 72220 429 | Instructional Supplies & Materials | 7,000 | $0 | $7,000 | $0 |
| 72220 499 | Other Supplies & Materials | 1,000 | $1,000 | $0 | $0 |
| 72220 524 | In Service/Staff Development | 4,421 | $1,000 | $3,421 | $0 |
| 72220 790 | Other Equipment | 3,523 | $0 | $3,523 | $0 |
| 72220 | TOTAL SPECIAL EDUCATION PROGRAM | $222,158 | $106,773 | $115,385 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | INSTRUCTIONAL STAFF (72200) | | | | |
| | EDUCATION TECHNOLOGY (72250) | | | | |
| 72250 121 | Data Processing Personnel | 42,239 | $42,239 | $0 | $0 |
| 72250 189 | Other Salaries & Wages | 64,471 | $64,471 | $0 | $0 |
| 72250 201 | Social Security | 6,616 | $6,616 | $0 | $0 |
| 72250 204 | State Retirement | 10,244 | $10,244 | $0 | $0 |
| 72250 207 | Medical Insurance | 19,384 | $19,384 | $0 | $0 |
| 72250 212 | Employer Medicare | 1,547 | $1,547 | $0 | $0 |
| 72250 350 | Internet Connectivity | 26,900 | $26,900 | $0 | $0 |
| 72250 355 | Travel | 100 | $100 | $0 | $0 |
| 72250 399 | Other Contracted Services | 53,000 | $53,000 | $0 | $0 |
| 72250 471 | Software | 28,875 | $28,875 | $0 | $0 |
| 72250 499 | Other Supplies & Materials | 500 | $500 | $0 | $0 |
| 72250 524 | In Service/Staff Development | 3,000 | $3,000 | $0 | $0 |
| 72250 599 | Other Charges | 3,450 | $3,450 | $0 | $0 |
| 72250 790 | Other Equipment | 15,000 | $15,000 | $0 | $0 |
| 72250 | TOTAL TECHNOLOGY | $275,326 | $275,326 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | GENERAL ADMINISTRATION (72300) | | | | |
| | BOARD OF EDUCATION (72310) | | | | |
| 72310 118 | Secretary to Board | $12,899 | $12,899 | $0 | $0 |
| 72310 191 | Board and Committee Member Fees | 7,500 | $7,500 | $0 | $0 |
| 72310 201 | Social Security | 1,265 | $1,265 | $0 | $0 |
| 72310 204 | State Retirement | 1,238 | $1,238 | $0 | $0 |
| 72310 206 | Life Insurance | 6,000 | $6,000 | $0 | $0 |
| 72310 207 | Medical Insurance | 2,365 | $2,365 | $0 | $0 |
| 72310 210 | Unemployment Compensation | 15,600 | $15,600 | $0 | $0 |
| 72310 212 | Employer Medicare | 296 | $296 | $0 | $0 |
| 72310 305 | Audit Services | 27,880 | $27,880 | $0 | $0 |
| 72310 320 | Dues & Memberships | 9,900 | $9,900 | $0 | $0 |
| 72310 331 | Legal Services | 10,000 | $10,000 | $0 | $0 |
| 72310 399 | Other Contracted Services | 5,000 | $5,000 | $0 | $0 |
| 72310 506 | Liability Insurance | 30,000 | $30,000 | $0 | $0 |
| 72310 510 | Trustee's Commissions | 47,000 | $47,000 | $0 | $0 |
| 72310 513 | Worker's Compensation Insurance | 56,564 | $56,564 | $0 | $0 |
| 72310 524 | In Service/Staff Development | 17,000 | $17,000 | $0 | $0 |
| 72310 533 | Criminal Investigation of Applicants TBI | 3,600 | $3,600 | $0 | $0 |
| 72310 534 | Refund to Applicant for Criminal Investigation | 2,500 | $2,500 | $0 | $0 |
| 72310 599 | Other Charges | 750,000 | $750,000 | $0 | $0 |
| 72310 | TOTAL BOARD OF EDUCATION | $1,006,607 | $1,006,607 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | GENERAL ADMINISTRATION (72300) | | | | |
| | OFFICE OF THE SUPERINTENDENT (72320) | | | | |
| 72320 101 | County Official/Administrative Officer | $122,318 | $122,318 | $0 | $0 |
| 72320 117 | Career Ladder Program(includes Director's CEO Supplement) | 800 | $800 | $0 | $0 |
| 72320 161 | Secretary(s) | 12,899 | $12,899 | $0 | $0 |
| 72320 162 | Clerical Personnel | 18,500 | $18,500 | $0 | $0 |
| 72320 201 | Social Security | 9,580 | $9,580 | $0 | $0 |
| 72320 204 | State Retirement | 14,834 | $14,834 | $0 | $0 |
| 72320 207 | Medical Insurance | 7,095 | $7,095 | $0 | $0 |
| 72320 212 | Employer Medicare . | 2,240 | $2,240 | $0 | $0 |
| 72320 307 | Communication | 8,500 | $8,500 | $0 | $0 |
| 72320 320 | Dues & Memberships | 4,570 | $4,570 | $0 | $0 |
| 72320 330 | Operating Lease Payments | 2,163 | $2,163 | $0 | $0 |
| 72320 348 | Postal Charges | 4,100 | $4,100 | $0 | $0 |
| 72320 399 | Other Contracted Services | 7,200 | $7,200 | $0 | $0 |
| 72320 435 | Office Supplies | 7,000 | $7,000 | $0 | $0 |
| 72320 524 | In-Service/Staff Development | 4,000 | $4,000 | $0 | $0 |
| 72320 599 | Other Charges | 13,000 | $13,000 | $0 | $0 |
| 72320 701 | Administration Equipment | 1,500 | $1,500 | $0 | $0 |
| 72320 | TOTAL OFFICE OF THE SUPERINTENDENT | $240,299 | $240,299 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS **2025-2026** | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | SCHOOL ADMINISTRATION (72400) | | | | |
| | OFFICE OF THE PRINCIPAL (72410) | | | | |
| 72410 104 | Principal(s) | $367,752 | $367,752 | $0 | $0 |
| 72410 117 | Career Ladder Program | 2,000 | $2,000 | $0 | $0 |
| 72410 119 | Accountants/Bookkeepers | 63,693 | $63,693 | $0 | $0 |
| 72410 139 | Assistant Principal(s) | 280,780 | $280,780 | $0 | $0 |
| 72410 161 | Secretary(s) | 97,065 | $97,065 | $0 | $0 |
| 72410 162 | Clerical Personnel | 55,504 | $55,504 | $0 | $0 |
| 72410 201 | Social Security | 53,741 | $53,741 | $0 | $0 |
| 72410 204 | State Retirement | 58,297 | $58,297 | $0 | $0 |
| 72410 207 | Medical Insurance | 141,977 | $141,977 | $0 | $0 |
| 72410 212 | Employer Medicare | 12,569 | $12,569 | $0 | $0 |
| 72410 307 | Communication | 13,500 | $13,500 | $0 | $0 |
| 72410 336 | Maintenance & Repair Services - Equipment | 14,782 | $14,782 | $0 | $0 |
| 72410 355 | Travel | 250 | $250 | $0 | $0 |
| 72410 399 | Other Contracted Services | 39,556 | $39,556 | $0 | $0 |
| 72410 435 | Office Supplies | 450 | $450 | $0 | $0 |
| 72410 524 | In Service/Staff Development | 200 | $200 | $0 | $0 |
| 72410 599 | Other Charges | 125 | $125 | $0 | $0 |
| 72410 | TOTAL OFFICE OF THE PRINCIPAL | $1,202,241 | $1,202,241 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | BUSINESS ADMINISTRATION (72500) | | | | |
| | FISCAL SERVICES (72510) | | | | |
| 72510 105 | Supervisor/Director | $63,897 | $63,897 | $0 | $0 |
| 72510 119 | Accountants/Bookkeepers | 61,321 | $61,321 | $0 | $0 |
| 72510 122 | Purchasing Personnel | 24,586 | $24,586 | $0 | $0 |
| 72510 201 | Social Security | 9,288 | $9,288 | $0 | $0 |
| 72510 204 | State Retirement | 14,381 | $14,381 | $0 | $0 |
| 72510 207 | Medical Insurance | 23,652 | $23,652 | $0 | $0 |
| 72510 212 | Employer Medicare | 2,172 | $2,172 | $0 | $0 |
| 72510 320 | Dues & Memberships | 200 | $200 | $0 | $0 |
| 72510 399 | Other Contracted Services | 24,000 | $24,000 | $0 | $0 |
| 72510 499 | Other Supplies & Materials | 5,000 | $5,000 | $0 | $0 |
| 72510 524 | In-Service/Staff Development | 5,000 | $5,000 | $0 | $0 |
| 72510 599 | Other Charges | 100 | $100 | $0 | $0 |
| 72510 701 | Administration Equipment | 5,000 | $5,000 | $0 | $0 |
| 72510 | TOTAL FISCAL SERVICES | $238,597 | $238,597 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | BUSINESS ADMINISTRATION (72500) | | | | |
| | HUMAN SERVICES(RESOURCES) (72520) | | | | |
| 72520 162 | Clerical Personnel. | 24,586 | $24,586 | $0 | $0 |
| 72520 189 | Other Salaries & Wages. | 71,229 | $71,229 | $0 | $0 |
| 72520 201 | Social Security | 5,941 | $5,941 | $0 | $0 |
| 72520 204 | State Retirement. | 6,470 | $6,470 | $0 | $0 |
| 72520 206 | Life Insurance. | 38 | $38 | $0 | $0 |
| 72520 207 | Medical Insurance | 12,392 | $12,392 | $0 | $0 |
| 72520 212 | Employer Medicare. | 1,389 | $1,389 | $0 | $0 |
| 72520 355 | Travel. | 80 | $80 | $0 | $0 |
| 72520 399 | Other Contracted Services | 20,973 | $20,973 | $0 | $0 |
| 72520 524 | In-Service/Staff Development. | 1,000 | $1,000 | $0 | $0 |
| 72520 599 | Other Charges | 200 | $200 | $0 | $0 |
| 72520 | TOTAL HUMAN SERVICES(RESOURCES)/PERSONNEL | $144,298 | $144,298 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | OPERATION & MAINTENANCE OF PLANT (72600) | | | | |
| | OPERATION OF PLANT (72610) | | | | |
| 72610 166 | Custodial Personnel | 307,808 | $307,808 | $0 | $0 |
| 72610 189 | Other Salaries & Wages | 1,130 | $1,130 | $0 | $0 |
| 72610 201 | Social Security | 19,154 | $19,154 | $0 | $0 |
| 72610 204 | State Retirement | 29,658 | $29,658 | $0 | $0 |
| 72610 207 | Medical Insurance | 66,226 | $66,226 | $0 | $0 |
| 72610 212 | Employer Medicare | 4,480 | $4,480 | $0 | $0 |
| 72610 410 | Custodial Supplies | 51,000 | $51,000 | $0 | $0 |
| 72610 415 | Electricity | 500,000 | $500,000 | $0 | $0 |
| 72610 434 | Natural Gas | 42,000 | $42,000 | $0 | $0 |
| 72610 454 | Water & Sewer | 44,500 | $44,500 | $0 | $0 |
| 72610 502 | Building & Content Insurance | 130,000 | $130,000 | $0 | $0 |
| 72610 720 | Plant Operation Equipment | 1,000 | $1,000 | $0 | $0 |
| 72610 | TOTAL OPERATION OF PLANT | $1,196,956 | $1,196,956 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | OPERATION & MAINTENANCE OF PLANT (72600) | | | | |
| | MAINTENANCE OF PLANT (72620) | | | | |
| 72620 161 | Secretary(s) | 12,899 | $12,899 | $0 | $0 |
| 72620 167 | Maintenance Personnel | 55,000 | $55,000 | $0 | $0 |
| 72620 189 | Other Salaries & Wages | 51,087 | $51,087 | $0 | $0 |
| 72620 201 | Social Security | 7,377 | $7,377 | $0 | $0 |
| 72620 204 | State Retirement | 11,423 | $11,423 | $0 | $0 |
| 72620 207 | Medical Insurance | 21,287 | $21,287 | $0 | $0 |
| 72620 212 | Employer Medicare | 1,725 | $1,725 | $0 | $0 |
| 72620 335 | Maintenance & Repair Services - Building | 13,000 | $13,000 | $0 | $0 |
| 72620 336 | Maintenance & Repair Services - Equipment | 13,000 | $13,000 | $0 | $0 |
| 72620 338 | Maintenance & Repair Services - Vehicles | 4,000 | $4,000 | $0 | $0 |
| 72620 399 | Other Contracted Services | 69,000 | $69,000 | $0 | $0 |
| 72620 418 | Equipment & Machinery Parts | 5,000 | $5,000 | $0 | $0 |
| 72620 425 | Gasoline | 6,500 | $6,500 | $0 | $0 |
| 72620 499 | Other Supplies & Materials | 20,000 | $20,000 | $0 | $0 |
| 72620 524 | In-Service/Staff Development | 1,000 | $1,000 | $0 | $0 |
| 72620 717 | Maintenance Equipment | 6,000 | $6,000 | $0 | $0 |
| 72620 | TOTAL MAINTENANCE OF PLANT | $298,298 | $298,298 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | SUPPORT SERVICES - 72000 | | | | |
| | STUDENT TRANSPORTATION (72700) | | | | |
| | TRANSPORTATION (72710) | | | | |
| 72710 105 | Supervisor/Director | $76,008 | $76,008 | $0 | $0 |
| 72710 146 | Bus Drivers | 208,260 | $208,260 | $0 | $0 |
| 72710 162 | Clerical Personnel | 12,899 | $12,899 | $0 | $0 |
| 72710 189 | Other Salaries & Wages | 37,783 | $30,583 | $7,200 | $0 |
| 72710 201 | Social Security | 20,643 | $20,197 | $446 | $0 |
| 72710 204 | State Retirement | 31,464 | $31,464 | $0 | $0 |
| 72710 207 | Medical Insurance | 120,812 | $120,812 | $0 | $0 |
| 72710 212 | Employer Medicare | 4,886 | $4,782 | $104 | $0 |
| 72710 217 | Retirement Hybrid Stabilization | 2 | $2 | $0 | $0 |
| 72710 307 | Communication | 4,000 | $4,000 | $0 | $0 |
| 72710 313 | Contracts with Parents | 26,348 | $26,348 | $0 | $0 |
| 72710 338 | Maintenance & Repair Service-Vehicles | 30,702 | $30,702 | $0 | $0 |
| 72710 340 | Medical and Dental Services | 1,000 | $1,000 | $0 | $0 |
| 72710 399 | Other Contracted Services | 4,000 | $4,000 | $0 | $0 |
| 72710 412 | Diesel Fuel | 32,668 | $32,668 | $0 | $0 |
| 72710 418 | Equipment & Machinery Parts | 1,500 | $1,500 | $0 | $0 |
| 72710 499 | Other Supplies & Materials | 30,000 | $30,000 | $0 | $0 |
| 72710 511 | Vehicle & Equipment Insurance | 30,000 | $30,000 | $0 | $0 |
| 72710 524 | In-Service/Staff Development | 1,700 | $1,700 | $0 | $0 |
| 72710 599 | Other Charges | 3,053 | $3,053 | $0 | $0 |
| 72710 701 | Administration Equipment | 1,871 | $1,871 | $0 | $0 |
| 72710 729 | Transportation Equipment | 35,000 | $35,000 | $0 | $0 |
| 72710 | TOTAL TRANSPORTATION | $714,599 | $706,849 | $7,750 | $0 |
| 72000 | TOTAL SUPPORT SERVICES EXPENDITURES | $7,794,165 | $7,285,228 | $508,937 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | OPERATION OF NON-INSTRUCTIONAL SERV. (73000) | | | | |
| | FOOD SERVICE (73100) | | | | |
| 73100 105 | Supervisor/Director | $57,692 | $2,000 | $0 | $55,692 |
| 73100 119 | Accountants/Bookkeepers | 19,692 | $0 | $0 | $19,692 |
| 73100 165 | Cafeteria Personnel | 354,040 | $2,000 | $0 | $352,040 |
| 73100 189 | Other Salaries & Wages | 15,000 | $0 | $0 | $15,000 |
| 73100 201 | Social Security | 17,384 | $248 | $0 | $17,136 |
| 73100 204 | State Retirement | 17,966 | $384 | $0 | $17,582 |
| 73100 206 | Life Insurance | 600 | $0 | $0 | $600 |
| 73100 207 | Medical Insurance | 108,913 | $0 | $0 | $108,913 |
| 73100 210 | Unemployment Compensation | 2,058 | $58 | $0 | $2,000 |
| 73100 212 | Employer Medicare | 4,008 | $0 | $0 | $4,008 |
| 73100 299 | Other Fringe Benefits | 2,000 | $0 | $0 | $2,000 |
| 73100 336 | Maintenance & Repair Service Equipment | 12,000 | $0 | $0 | $12,000 |
| 73100 355 | Travel | 200 | $0 | $0 | $200 |
| 73100 399 | Other Contracted Services | 28,000 | $0 | $0 | $28,000 |
| 73100 422 | Food Supplies | 663,631 | $2,500 | $0 | $661,131 |
| 73100 435 | Office Supplies | 2,000 | $0 | $0 | $2,000 |
| 73100 469 | Commodities | 120,293 | $0 | $0 | $120,293 |
| 73100 499 | Other Supplies & Materials | 65,000 | $0 | $0 | $65,000 |
| 73100 524 | In Service/Staff Development | 2,000 | $0 | $0 | $2,000 |
| 73100 599 | Other Charges | 8,000 | $0 | $0 | $8,000 |
| 73100 710 | Food Service Equipment | 75,000 | $0 | $0 | $75,000 |
| 73100 | TOTAL FOOD SERVICE | $1,575,477 | $7,190 | $0 | $1,568,287 |
| 70000 | TOTAL OPERATING EXPENDITURES | $21,801,812 | $18,688,877 | $1,544,648 | $1,568,287 |

**FY 2025-2026 BUDGET DOCUMENT**

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | OPERATION OF NON-INSTRUCTIONAL SERV (73000) | | | | |
| | COMMUNITY SERVICES (73300) | | | | |
| 73300 105 | Supervisor/Director | $69,123 | $69,123 | $0 | $0 |
| 73300 169 | Part time Personnel | 182,060 | $182,060 | $0 | $0 |
| 73300 189 | Other Salaries & Wages | 44,290 | $44,290 | $0 | $0 |
| 73300 201 | Social Security | 18,319 | $18,319 | $0 | $0 |
| 73300 204 | State Retirement | 26,541 | $26,541 | $0 | $0 |
| 73300 207 | Medical Insurance | 25,964 | $25,964 | $0 | $0 |
| 73300 212 | Employer Medicare | 4,284 | $4,284 | $0 | $0 |
| 73300 217 | Retirement Hybrid Stabilization | 25 | $25 | $0 | $0 |
| 73300 399 | Other Contracted Services | 1,000 | $1,000 | $0 | $0 |
| 73300 422 | Food Supplies | 1,000 | $1,000 | $0 | $0 |
| 73300 429 | Instructional Supplies & Materials | 1,000 | $1,000 | $0 | $0 |
| 73300 499 | Other Supplies & Materials | 5,000 | $5,000 | $0 | $0 |
| 73300 524 | In Service/Staff Development | 1,000 | $1,000 | $0 | $0 |
| 73300 599 | Other Charges | 1,500 | $1,500 | $0 | $0 |
| 73300 790 | Other Equipment | 1,000 | $1,000 | $0 | $0 |
| 73300 | TOTAL COMMUNITY SERVICES | $382,106 | $382,106 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | OPERATION OF NON-INSTRUCTIONAL SERV (73000) | | | | |
| | EARLY CHILDHOOD EDUCATION (73400) | | | | |
| 73400 105 | Supervisor/Director | $20,973 | $20,973 | $0 | $0 |
| 73400 116 | Teachers. | 461,593 | $461,593 | $0 | $0 |
| 73400 117 | Career Ladder Program. | 2,000 | $2,000 | $0 | $0 |
| 73400 162 | Clerical Personnel. | 10,500 | $10,500 | $0 | $0 |
| 73400 163 | Educational Assistants. | 146,565 | $146,565 | $0 | $0 |
| 73400 201 | Social Security | 39,781 | $39,781 | $0 | $0 |
| 73400 204 | State Retirement. | 43,038 | $43,038 | $0 | $0 |
| 73400 206 | Life Insurance. | 434 | $434 | $0 | $0 |
| 73400 207 | Medical Insurance | 109,265 | $109,265 | $0 | $0 |
| 73400 212 | Employer Medicare. | 9,304 | $9,304 | $0 | $0 |
| 73400 217 | Retirement Hybrid Stabilization | 1,055 | $1,055 | $0 | $0 |
| 73400 429 | Instructional Supplies & Materials | 200 | $200 | $0 | $0 |
| 73400 499 | Other Supplies & Materials. | 150 | $150 | $0 | $0 |
| 73400 524 | In-Service/Staff Development | 150 | $150 | $0 | $0 |
| 73400 | TOTAL CHILDHOOD EDUCATION | $845,008 | $845,008 | $0 | $0 |

| ACCOUNT NO. | EXPENDITURES (APPROPRIATIONS) | (1) TOTAL ALL FUNDS 2025-2026 | (2) GENERAL PURPOSE FUND 141 | (3) FEDERAL PROJECTS FUND 142 | (4) CENTRAL CAFETERIA FUND 143 |
|---|---|---|---|---|---|
| | CAPITAL OUTLAY (76000) | | | | |
| | REGULAR CAPITAL OUTLAY (76100) | | | | |
| 76100 707 | Building Improvements | 140,000 | $140,000 | $0 | $0 |
| 76100 | TOTAL REGULAR CAPITAL OUTLAY | $140,000 | $140,000 | $0 | $0 |
| 99999 | **GRAND TOTAL EXPENDITURES (APPROPRIATIONS)** | $23,168,926 | $20,055,991 | $1,544,648 | $1,568,287 |

## CERTIFICATION OF APPROPRIATE LEGISLATIVE BODY

## SCHOOL FUNDS APPROPRIATION RESOLUTION FOR FISCAL YEAR 2025-2026

**BE IT RESOLVED BY THE** Athens City BoE [1]**OF** Athens**, Tennessee assembled in** Regular [2] **session on the** 14th **day of** April**, 2025 that the amounts hereinafter set out are hereby appropriated for the purpose of meeting the expenses of the various school funds of** Athens**, Tennessee during the fiscal year beginning July 1, 2025 and ending June 30, 2026.**
**, according to the following schedule:**

**Legend:**
[1] County Commission, City Council/Board of Alderman, or Special School District Board of Education

| | General Purpose | Federal Projects * | Central Cafeteria | School Transportation |
|---|---|---|---|---|
| Regular Instruction Program | $10,083,381 | $523,718 | $0 | $0 |
| Special Education Program | $1,257,900 | $511,993 | $0 | $0 |
| Vocational Education Program | $37,729 | $0 | $0 | $0 |
| Student Body Education Program | $17,449 | $0 | $0 | $0 |
| Attendance | $44,937 | $0 | $0 | $0 |
| Health Services | $361,457 | $0 | $0 | $0 |
| Other Student Support | $473,139 | $162,312 | $0 | $0 |
| Regular Instruction Program | $989,451 | $223,490 | $0 | $0 |
| Special Education Program | $106,773 | $115,385 | $0 | $0 |
| Education Technology | $275,326 | $0 | $0 | $0 |
| Board of Education | $1,006,607 | $0 | $0 | $0 |
| Office of the Superintendent | $240,299 | $0 | $0 | $0 |
| Office of the Principal | $1,202,241 | $0 | $0 | $0 |
| Fiscal Services | $238,597 | $0 | $0 | $0 |
| Human Services(Resources)/Personnel | $144,298 | $0 | $0 | $0 |
| Operation of Plant | $1,196,956 | $0 | $0 | $0 |
| Maintenance of Plant | $298,298 | $0 | $0 | $0 |
| Transportation | $706,849 | $7,750 | $0 | $0 |
| Food Service | $7,190 | $0 | $1,568,287 | $0 |
| Community Services | $382,106 | $0 | $0 | $0 |
| Early Childhood Education | $845,008 | $0 | $0 | $0 |
| Regular Capital Outlay | $140,000 | $0 | $0 | $0 |
| TOTALS BY FUNDS | $20,055,991 | $1,544,648 | $1,568,287 | $0 |

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**

VIII B. Approve AIA Document B101-2017 between the City and Wold Architects and Engineers for new City Fire Station #3, Phase 1 and 2

**Overview**

The City Council authorized the City Manager to begin planning for the design and future construction of an additional fire station on Elizabeth Street during the January 21, 2025 regular session. Based on that directive, a Request for Qualifications (RFQ 25-06) was prepared during February and distributed on March 6, 2025. On the submittal deadline date of April 3, 2025, 12 responses were received.

An evaluation committee of 11 city employees was formed to evaluate all 12 responses. That committee consisted of the City Manager, Fire Chief, Project Manager, Building Official, six Firefighters, and the Purchasing Assistant. After evaluating all 12 responses, four were selected to continue in the evaluation process with personal interviews to discuss their qualifications further and answer questions and concerns. Those four architectural firms were Wold Architects & Engineers (Brentwood, TN), MBI (Knoxville, TN), Tinker Ma (Chattanooga, TN), and Renaissance Group (Lakeland, TN). On April 23, 2025, the evaluation committee met with each of the four firms in personal interviews. After the personal interviews were concluded, the evaluation committee selected Wold to design the city's new Fire Station #3.

Wold prepared a standard AIA contract for the council to consider (attached). That contract consists of two phases. Phase I consists of programming, concept planning, cost estimating, and exterior façade rendering for a flat fee of $45,000 and a two-month duration. After the completion and City Council acceptance of Phase I, Phase II will begin and consist of the completion of the design, preparing construction documents, assisting with bidding, and providing construction administration for a fee of 6.5% of the final construction cost and a 10-12-month duration. As an example, if the new fire station is 10,000 square feet x $700 a square foot to build including site development cost, the total construction cost would be $7,000,000 and the architect fees would be 6.5% of that or $455,000. This cost does not include furniture/fixtures, generator, permit fees, 10% contingency, or annual operational cost. If approved, this construction project would be funded by the Capital Improvement Fund over two fiscal years.

Attached is a memo from the Purchasing Assistant. A representative from Wold attended the May 12, 2025 work session and answered questions and concerns.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session consent agenda for approval.

**Action to Consider**

Motion, second, and vote are needed to approve an AIA agreement with Wold Architects and Engineers to conduct Phase I of the fire station project as described above for a cost of $45,000 and if approved, conduct Phase II of the fire station project for a cost of 6.5% of the final construction cost. A portion of these costs ($3,200,000) have been included in the upcoming FY 2025-26 Capital Improvement Fund budget and the balance of the cost will be included in the FY 2026-27 Capital Improvement Fund budget.

**Affected Departments**

Fire Department

# PURCHASING DEPARTMENT
## MEMORANDUM

**To:** Mike Keith, Finance Director

**From:** Angela Robbins, Purchasing Assistant

**Date:** May 5, 2025

**Re:** RFQ 25-06 Architectural & Engineering Services for New City Fire Station

On April 3, 2025, the RFQ 25-06 for Architectural & Engineering Services for the New City Fire Station was opened, and we received a total of 12 proposals. A committee of 11 members was formed to evaluate these proposals. The committee consisted of:

- Myself
- The City Manager
- The Fire Chief
- The Project Manager
- The City Building Official
- Six firefighters

The committee carefully reviewed all submissions and narrowed the selection down to four firms. In-person interviews with these four firms were conducted on April 23, 2025. After thorough deliberation, the committee has selected **Wold Architects and Engineers**, located in Brentwood, TN, as the architect for this project.

**Recommendation**: Based on the comprehensive evaluation and interviews, we recommend proceeding with Wold Architects and Engineers for the architectural and engineering services required for the New City Fire Station.

**Action Required**: Seek council approval to finalize the selection and proceed with the contract.

**Attachment**: AIA contract for review.

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Twelfth day of May in the year Two Thousand Twenty-Five

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

City of Athens
815 North Jackson Street
Athens, Tennessee 37303

and the Architect:
*(Name, legal status, address and other information)*

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027
Telephone Number: 615-370-8500

for the following Project:
*(Name, location and detailed description)*

New City Fire Station, Phases 1 and 2.

Phase 1 of the Project shall consist of programming and partial schematic design phase services (including concept planning, cost estimating, and exterior façade rendering). After the completion and acceptance of Phase 1 by the City, the City shall provide the Architect with written authorization indicating the start of Phase 2 which shall consist of the completion of the schematic design, design development, construction documents, procurement, and construction phase services.

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES



## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

As described fully in RFQ #25-06 and summarized below along with the subsequent response to the RFQ as provided by Wold Architects and Engineers. See Exhibit A: RFQ, Exhibit B: Wold Response to RFQ, and Exhibit C: Interview Presentation Materials for additional information.

At the time of the execution of this Agreement, the Project is expected to include 2-3 drive-through bays, living/sleeping quarters for 6-8 occupants, bathroom/showers, a day room, a kitchen, dining room, officer quarters, climate-controlled turnout gear storage, laundry room, locker room, EMS supply and decontamination area, tool/workshop area, storage, and a possible EMS addition.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The Project will be a new fire station facility located on 2.47 acres at 300 Elizabeth Street, Athens, Tennessee. For additional information see Exhibit A: RFQ.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Phase 1 milestone dates, if any:

Phase 1 services shall be completed approximately 2 months after the Architect receives the City's written authorization to proceed.

**.2** Phase 2 milestone dates, if any:

The milestone dates for Phase 2 shall be determined at the time of the City's written authorization to the Architect to proceed with Phase 2 services.

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design-Bid-Build

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A
*(Paragraph Deleted)*

**§ 1.1.6.1 Intentionally Omitted.**

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Kevin Helms, Project Manager
City of Athens
815 North Jackson Street
Athens, Tennessee 37303

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

Brandon Ainsworth, Fire Chief
City of Athens 815 North Jackson Street
Athens, Tennessee 37303

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

UES Professional Solution 19, LLC
6607 Mountain View Road, Suite 139
Ooltewah, Tennessee 37363

*(Paragraph Deleted)*

**.3** Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Beth Meadows, Principal-in-Charge
Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027

**.2** Mechanical Engineer:

I.C. Thomasson Associates, Inc.
2950 Kraft Drive
Nashville, Tennessee 37204

**.3** Electrical Engineer:

I.C. Thomasson Associates, Inc.
2950 Kraft Drive
Nashville, Tennessee 37204

**.4** Civil Engineer:

Wold Architects and Engineers
214 Centerview Drive, Suite 300
Brentwood, Tennessee 37027

**.5** **Landscape Architect**:

Heibert+Ball Land Design
106 Mission Court, Suite 403B
Franklin, Tennessee
37067

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million ($ 1,000,000 ) for each occurrence and Two Million ($ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million ($ 1,000,000 ) each accident, One Million ($ 1,000,000 ) each employee, and One Million ($ 1,000,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($ 1,000,000 ) per claim and Two Million ($ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider, if requested by the Owner, sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**
**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**
**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall after consultation with the Owner be primarily responsible for the preparation of the necessary bidding information and bidding forms. The Architect shall also assist the owner in the preparation of the General Conditions of the Contract for Construction, and form of agreement between the Owner and Contractor. All bidding documents and contractual agreements shall be in compliance with the requirements of Tennessee's public bidding and contracting law as those laws apply to public entities.

**§ 3.4.6** The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statues, ordinances, codes, rules and regulations in force and publicly announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

**§ 3.4.7** Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are

incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found
**valid.**

**§ 3.5 Procurement Phase Services**
**§ 3.5.1 General**
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**
**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

**.1** facilitating the distribution of Bidding Documents to prospective bidders;
**.2** organizing and conducting a pre-bid conference for prospective bidders, if requested by Owner;
**.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
**.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner, which may include, at the request of the Owner, the preparation of a letter to the Owner recommending a bidder, if any.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as a Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs Deleted)*

**§ 3.5.2.4** In the event the lowest bid (or bids) exceeds the budget for the Project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

**§ 3.6 Construction Phase Services**
**§ 3.6.1 General**
**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year contractor's construction warranty period.

**§ 3.6.2 Evaluations of the Work**
**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**
**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**
**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**
**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**
**§ 3.6.6.1** The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| **Supplemental Services** | **Responsibility** *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect |
| **§ 4.1.1.2** Multiple preliminary designs | Architect |
| **§ 4.1.1.3** Measured drawings | Owner |
| **§ 4.1.1.4** Existing facilities surveys | Owner |
| **§ 4.1.1.5** Site evaluation and planning | Owner |
| **§ 4.1.1.6** Building Information Model management responsibilities | N/P |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | N/P |
| **§ 4.1.1.8** Civil engineering | Architect |
| **§ 4.1.1.9** Landscape design | Architect |
| **§ 4.1.1.10** Architectural interior design | Architect |
| **§ 4.1.1.11** Value analysis | Architect |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | Architect – can be provided for an additional fee. |
| **§ 4.1.1.13** On-site project representation | N/P |
| **§ 4.1.1.14** Conformed documents for construction | N/P |
| **§ 4.1.1.15** As-designed record drawings | N/P |
| **§ 4.1.1.16** As-constructed record drawings | N/P |
| **§ 4.1.1.17** Post-occupancy evaluation | N/P |
| **§ 4.1.1.18** Facility support services | N/P |
| **§ 4.1.1.19** Tenant-related services | N/P |

| | |
|---|---|
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | N/P |
| **§ 4.1.1.21** Telecommunications/data design | Architect – refer to Section 4.1.2.1 |
| **§ 4.1.1.22** Security evaluation and planning | N/P |
| **§ 4.1.1.23** Commissioning | N/P |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | N/P |
| **§ 4.1.1.25** Fast-track design services | N/P |
| **§ 4.1.1.26** Multiple bid packages | N/P |
| **§ 4.1.1.27** Historic preservation | N/P |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | Architect - can be provided for additional fee. |
| **§ 4.1.1.29** Other services provided by specialty Consultants | N/P |
| **§ 4.1.1.30** Other Supplemental Services | N/P |
| | |

**§ 4.1.2 Description of Supplemental Services**
**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.1.21** - Basic low voltage engineering services are provided as part of the Architect's Basic Services. These services are limited to electrical services only for the following and include, but are not limited to, fire alarm systems, telecommunication room fittings, backbone cabling, horizontal cabling, paging systems, synchronized clock systems, local sound systems (e.g. cafeterias, gymnasiums other than performance gyms, etc.), coordination of Owner or Owner's consultants low voltage within the project, access control, and minor expansion and clean-up of existing systems. Advanced low voltage engineering and technology services can be provided as a Supplemental Service, if requested. These services include, but are not limited to, the extension of outside fiber to the building, audio visual systems (e.g. instructional technology, board rooms, theaters, etc.), digital signage, specialty audio systems (e.g. instructional technology, board rooms, theaters, performance gyms, etc.), and surveillance systems.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services agreed upon in writing between the Owner and Architect. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.
.12 Additional Services shall specifically include Services and Reimbursable Expenses regarding Architect response or action related to requests under the Tennessee Public Records Act ("TPRA"). Additional Services related to the TPRA may be provided by the Architect without the Owner's consent or permission. Owner's obligation to pay Architect for Additional Services regarding the TPRA shall survive the termination or completion of Services under this Agreement.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

*(Paragraph Deleted)*

**§ 4.2.4** Except for services required under Section 3.6.6.5, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

**ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as agreed upon in writing between the Owner and Architect.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**§ 8.2 Mediation**
**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ X ] Litigation in a court of competent jurisdiction in McMinn County, Tennessee.

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3.4 Consolidation or Joinder**
**§ 8.3.4.1** No mediation or legal action arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity

sought to be joined. Consent to mediation or legal action involving an additional person or entity shall not constitute consent to mediation or legal action of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or
described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

*(Paragraphs Deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than fifteen (15) days following said notice. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

**§ 9.7** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**§ 10.10** Owner irrevocably assigns to Architects all rights to claim Section 179D federal tax credits under Energy Policy Act of 2005 as amplified and clarified in IRS Notice 2008-40. Owner shall cooperate with Architect to establish Architect's eligibility for these federal tax credits. Architect shall be responsible for the costs of the independent third party energy study and certification.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraph Deleted)*

Phase 1 – Programming and Partial Schematic Design Phase Services (including concept planning, cost estimating, and exterior façade rendering):

The compensation for the Architect's Basic Services for Phase 1 shall be a fixed fee of $45,000.00.

Phase 2 – Completion of Schematic Design, Design Development, Construction Documents, Procurement, and Construction Phase Services: The compensation for the Architect's Basic Services for Phase 2 shall be a fixed fee calculated as 6.5% x the estimated construction cost at the completion of Phase 1 Services.

*(Paragraph Deleted)*

*(Paragraphs Deleted)*

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly Rate or Fixed Fee agreed upon in writing.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

Hourly Rate or Fixed Fee agreed upon in writing.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in

Section 11.2 or 11.3, shall be as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

Hourly Rate or Fixed Fee agreed upon in writing.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation allocated for each scope phase identified in Article 3 of this Agreement shall be as follows:

Programming (Phase 1) NA

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase (Phase 1 & Phase 2 ) | fifteen | percent ( | 15 | %) |
| Design Development Phase (Phase 2) | twenty | percent ( | 20 | %) |
| Construction Documents Phase (Phase 2) | forty | percent ( | 40 | %) |
| Procurement Phase (Phase 2) | five | percent ( | 5 | %) |
| Construction Phase (Phase 2) | twenty | percent ( | 20 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit D: Hourly Rates

| **Employee or Category** | **Rate ($0.00)** |
|---|---|

**§ 11.8 Compensation for Reimbursable Expenses**
**§ 11.8.1** Reimbursable Expenses are included in the compensation for the Architect's Basic Services and may include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

**.1** mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
**.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
**.3** Permitting and other fees required by authorities having jurisdiction over the Project, including government agency review and permit fees;
**.4** Printing, reproductions, plots, and standard form documents;
**.5** Postage, handling, and delivery;
**.6**

*(Paragraph Deleted)*

If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.7 All taxes levied on professional services and on reimbursable expenses;
.8 Site office expenses;
.9 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.10 Other similar Project-related expenditures.
**.11 Expense of computer aided design and drafting equipment time when used in connection with the Project.**

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

Local rate of interest as set by Tennessee State Statute

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**
Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**
**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

*(Paragraph Deleted)*

**.2** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

*(Paragraph Deleted)*

[ X ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A: RFQ issued March 6, 2025
Exhibit B: Wold Response to RFQ dated April 3, 2025
Exhibit C: Interview Presentation Materials
Exhibit D: Hourly Rates

**.3** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** (Signature) | **ARCHITECT** (Signature) |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**
VIII. C.	Accept FY 2023-24 Annual Comprehensive Financial Report

**Overview**
The Annual Comprehensive Financial Report for the Fiscal Year Ending (FYE) June 30, 2024, was formally presented by Director of Finance Mike Keith during the Work Session on April 7, 2025. The report was not moved to the April 15th Regular Session for acceptance. The full report was distributed in print last month and was also sent electronically on May 9, 2025.

**Action to Consider**
Motion, second, and vote are needed to accept.

**Affected Departments**
Finance

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**

VIII D. Approve the change to Partners for Health – TN State Health Plan for the Employee Health Insurance Coverage

**Overview**

The city's employee health insurance plan is up for renewal. The Human Resources Department obtained a renewal quote from the city's current health care provider, Blue Cross/Blue Shield of Tennessee (BCBS) from the city's broker, Athens Insurance Company with no plan changes. This renewal reflected a cost increase of 35.78% or $450,000 increase in premiums due to a high claims history for the past 12 months. In addition, Athens Insurance Company obtained quotes from BCBS with plan changes as well as quotes from other health care providers including Cigna and United Health Care in an attempt to minimize health care costs. Also, Human Resources investigated the state of Tennessee's health care plan for state employees, which is also a BCBS plan and is offered to local governments and local school boards. Attached is a memo from Human Resources detailing these different quotes.

After a thorough review of all quotes, it is recommended that the city change its BCBS employee health care plan to the state of Tennessee's BCBS health care plan that provides comparable coverage of what the city has now at the approximate same cost as the current city plan resulting in significant cost savings.

The Human Resources Director attended the May 12, 2025 work session and reviewed these quotes and answered questions and concerns regarding employee health care insurance.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session consent agenda for approval.

**Action to Consider**

Motion, second, and vote are needed to change the employee health care plan (medical, dental, and vision) to the state of Tennessee BCBS plan for significant cost savings and contribute $500 to each employee's Flexible Spending Account (FSA) to continue to provide the first dollar of medical coverage since the state plan does not offer a Health Reimbursement Account (HRA). These costs have been included in the upcoming FY 2025-26 budget. If approved, the Human Resources Department will assist all employees in converting to the new plan.

**Affected Departments**

All

# HUMAN RESOURCES

TO: Randall Dowling, City Manager
FROM: Nina Edmonds, HR Director
DATE: 5/13/2025
SUBJECT: Health Insurance Renewal

In April, Jason McConkey with Athens Insurance began the process of renewing the city employees' health insurance for the fiscal year beginning July 1, 2025. A preliminary renewal rate with BCBS with no plan changes, reflected an increase of **35.78%, which would be an additional $450,000.00 annually.** Jason then requested quotes for plans with other carriers and a review of the quote from BCBS. Cigna and United Healthcare declined to quote and BCBS would not change their original renewal offer due to our high claims history for the past 12 months. It has been a difficult year for our risk profile and unfortunately several large claims have impacted our renewal. Jason brought us two BCBS alternative offers, one with a **28.33%** increase in premiums with a higher deductible and increased maximum out of pocket costs, and one with a **16.42%** increase in premiums with a higher deductible, higher maximum out of pocket costs, and increased co-insurance costs. The renewal quotes are attached to this memo.

In an effort to mitigate the significant increase in our healthcare costs, we met with a representative from Partners for Health - the state health care plan for all state employees, local education and local government entities. Their health plan carriers are BCBS and Cigna, and are comparable to our current plan, with a few differences that are outlined in the attachments that follow this memo. Athens City Schools, the City of Oak Ridge, and the town of Arlington are in the plan and were contacted as references about their experiences with the State Plan. Each one had very positive reviews, saying they are very satisfied with the plan.

Based on the results of the comparison, I recommend that we change our current employee health insurance coverage to Partners for Health – TN State Health plan. The rates from BCBS for our current plan far exceed the city's 2025-2026 budget for healthcare, while **the state health plan will provide comparable coverage that will result in approximately the same cost as our current plan**. This allows us to remain comfortably within the city's budgeted healthcare costs of $1,556,000. The State Health Plan does not have a Health Reimbursement Account (HRA); however, this can be addressed with a $500 contribution to an FSA (flexible spending account) so that we can continue to provide the benefit of first dollar coverage of the employees' health care costs. We recommend that the city provide $500 to the FSA (flexible spending account) annually. Also, the State Health plan offers more choices for our employees, which includes both BCBS and Cigna as options, and there will not be an increase in premiums for employees with +1 and family coverage.

We will have to adjust our plan year to align with the state's plan renewal. During this transition, our employees will be covered by our current plan until June 30th, with State coverage beginning on July 1st. The State plan year begins on January 1st . It is expected that premiums may increase in January, 2026, however, we anticipate the increase to be less than 10%, well within the city's budgeted amount of $1,556,000.00 for the next fiscal year.

Coverage for dental and vision services will be provided through the state's plan. The employee pays 100% of these premiums. The state plan's monthly premiums are lower than the employees' current rates for dental and vision.

Life, AD&D, and long-term disability will remain with Standard life. The rates for these policies will remain the same as the current rates and are locked in for the next three (3) years.

## MEDICAL INSURANCE RENEWAL - JULY 1, 2025

| | BLUE CROSS (current) | BCBS Renewal #1 | BCBS Renewal #2 | BCBS Renewal #3 | TN State Plan | Cigna | United Healthcare |
|---|---|---|---|---|---|---|---|
| | HRA-$1500/3000 | HRA-$1500/3000 | HRA-$1500/3000 | HRA-$1500/3000 | no HRA | declined to quote | declined to quote |
| **Plan Design** | (S) NETWORK | (S) NETWORK | (S) NETWORK | (S) NETWORK | Standard Plan | | |
| **Deductible** | $2500/$5000 | $2500/$5000 | $3000/$6000 | $3000/$6000 | $1300/$1950<br>$2600/$3250 | | |
| **Coinsurance** | 80/20 | 80/20 | 80/20 | 50/50 | 80/20 | | |
| **OOP Max.** | $4000/$8000 | $4000/$8000 | $6000/$12000 | 50/50 | $4400/$8800 | | |
| **Office Visit Copay** | Ded/20% | Ded/20% | Ded/20% | Ded/50% | $30 | | |
| **Specialist Copay** | Ded/20% | Ded/20% | Ded/20% | Ded/50% | $50 | | |
| **Preventative Care** | 100% | 100% | 100% | 100% | 100% | | |
| **Drug Card** | $10/$35/$50/$100 | $10/$35/$50/$100 | $10/$35/$50/$100 | $10/$20/$35/$50/50% | $14/$50/20%/30% | | |
| | | | | | | | |
| **Monthly premium** | | | | | | | |
| **Employee only** | $ 753.16 | $ 1,022.67 | $ 966.53 | $ 876.80 | $ 772.00 | | |
| **Employee/Child(ren)** | $ 1,507.83 | $ 2,047.39 | $ 1,935.00 | $ 1,755.36 | $ 1,198.00 | | |
| **Employee/Spouse** | $ 1,507.83 | $ 2,047.39 | $ 1,935.00 | $ 1,755.36 | $ 1,777.00 | | |
| **Family** | $ 2,192.45 | $ 2,977.00 | $ 2,813.59 | $ 2,552.37 | $ 2,088.00 | | |
| | | | | | | | |
| **percent increase** | | 35% | 28.33% | 16.42% | **0%** | | |
| | | | | decreased coverage | choice of coverage | | |
| | | | higher deductible | higher deductible | lower deductible | | |
| | | | higher MOOP | higher MOOP | slightly higher MOOP | | |

changes from current plan

recommendation for renewal

| City of Oak Ridge | Athens City Schools | Town of Arlington |
|---|---|---|
| no issues with plan | loves the plan as an employee and as benefits coordinator | Best decision they ever made to join the plan |
| employees love the options | employees are happy with the options | employees are happy with the number of choices offered |
| easy to use | described as the best insurance they have had | premiums were comparable |
| premium increases under 6% since 2020 | premium increases are reasonable | |

# CITY OF ATHENS, TENNESSEE

## 2025 MEDICAL RENEWAL

| IN-NETWORK BENEFITS | BLUECROSS BLUESHIELD<br>CURRENT & RENEWAL | BCBS TN<br>ALTERNATE OPT 330081 | BCBS TN<br>ALTERNATE OPT 337227 |
|---|---|---|---|
| ANNUAL MEDICAL DEDUCTIBLE | $2500 INDIVIDUAL/<br>$5000 FAMILY | $3000 INDIVIDUAL/<br>$6000 FAMILY | $3000 INDIVIDUAL/<br>$6000 FAMILY |
| ANNUAL OUT-OF-POCKET MAXIMUM | $4000 INDIVIDUAL/<br>$8000 FAMILY | $6000 INDIVIDUAL/<br>$12,000 FAMILY | $6000 INDIVIDUAL/<br>$12,000 FAMILY |
| ANNUAL PHYSICAL EXAM - ADULT/CHILD | 100% (NO DEDUCTIBLE) | 100% (NO DEDUCTIBLE) | 100% (NO DEDUCTIBLE) |
| PHYSICIAN OFFICE VISIT | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| SPECIALIST OFFICE VISIT | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| THERAPEUTIC SERVICES | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| URGENT CARE CENTER SERVICES | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| TELADOC | $15 COPAY | $10 COPAY | $10 COPAY |
| ROUTINE DIAGNOSTIC | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| EMERGENCY ROOM | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| INPATIENT HOSPITAL CARE | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| OUTPATIENT SURGERY | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| PRESCRIPTION DRUG | $10 GENERIC<br>$35 PREFERRED BRAND<br>$50 NON-PREFERRED BRAND<br>$100 PREFERRED/NON PREFERRED SPECIALTY | $10 PREFERRED GENERIC<br>$20 NON-PREFERRED GENERIC<br>$35 PREFERRED BRAND<br>$50 NON-PREFERRED BRAND<br>50% PREFERRED/NON PREFERRED SPECIALTY | $10 GENERIC<br>$35 PREFERRED BRAND<br>$50 NON-PREFERRED BRAND<br>$100 PREFERRED/NON PREFERRED SPECIALTY |
| MENTAL HEALTH<br>INPATIENT VISIT<br>OUTPATIENT VISIT | 80% AFTER DEDUCTIBLE | 50% AFTER DEDUCTIBLE | 80% AFTER DEDUCTIBLE |
| COBRA ADMINISTRATION | INCLUDED | INCLUDED | INCLUDED |
| NETWORK | SELECT | SELECT | SELECT |

| IN-NETWORK BENEFITS | CURRENT OPT. 1 | RENEWAL OPT. 1 | ALTERNATE OPT 330081 | ALTERNATE OPT 330081 |
|---|---|---|---|---|
| EMPLOYEE ONLY | 89 | **89** | 89 | 89 |
| TWO PERSON | 23 | **23** | 23 | 23 |
| FAMILY | 11 | **11** | 11 | 11 |

| IN-NETWORK BENEFITS | CURRENT OPT. 1 | RENEWAL OPT. 1 | ALTERNATE OPT 330081 | ALTERNATE OPT 330081 |
|---|---|---|---|---|
| EMPLOYEE ONLY | $753.16 | **$1,022.67** | $876.80 | $966.53 |
| TWO PERSON | $1,507.83 | **$2,047.39** | $1,755.36 | $1,935.00 |
| FAMILY | $2,192.45 | **$2,977.00** | $2,552.37 | $2,813.59 |
| **TOTAL MONTHLY PREMIUM** | **$125,828.28** | **$170,854.60** | **$146,484.55** | **$161,475.66** |
| **TOTAL ANNUAL PREMIUM** | **$1,509,939.36** | **$2,050,255.20** | **$1,757,814.60** | **$1,937,707.92** |
| *% CHANGE FROM CURRENT RATES* | | *35.78%* | *16.42%* | *28.33%* |

***$4.00 HRA ADMINISTRATION FEE EXCLUDED FROM RATES PROVIDED.**

Memorial Hospital & Affiliates /Tennova HealthCare Turkey Creek Medical Center /Tennova HealthCare North Knoxville Medical Center are NOT considered in-network hospitals with the "S Network".

***This summary is provided for informational purposes. It does not amend, extend or alter the quotes offered by the insurance carriers. Athens Insurance has made every effort to provide an accurate and comprehensive proposal, however, we will not be bound by any typographical errors or omissions contained herein. Final rates are subject to change and are finalized by the issuer of insurance.

ATHENS INSURANCE

# 2025 Health Plan Comparison of Member Costs — Local Education and Local Government

PARTNERS FOR HEALTH

PPO services in this table ARE NOT subject to a deductible. CDHP/HSA services in this table ARE subject to a deductible and coinsurance with the exception of in-network preventive care and maintenance medications.
**Coverage for ALL services is subject to medical necessity as determined by the Third Party Administrator.**

| HEALTH PLAN OPTION | PREMIER PPO NETWORK STATUS & COST [1] | | STANDARD PPO NETWORK STATUS & COST [1] | | LIMITED PPO NETWORK STATUS & COST [1] | | LOCAL CDHP/HSA NETWORK STATUS & COST [1] | |
|---|---|---|---|---|---|---|---|---|
| **COVERED SERVICES** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** |
| **PREVENTIVE CARE — OFFICE VISITS – AS RECOMMENDED & MEDICALLY NECESSARY** | | | | | | | | |
| • Well-baby, well-child visits<br>• Adult annual physical exam<br>• Annual well-woman exam<br>• Immunizations<br>• Annual hearing and non-refractive vision screening<br>• Screenings, labs, nutritional guidance, tobacco cessation counseling & other | $0 | $45 | $0 | $50 | $0 | $50 | $0 | 50% |
| **OUTPATIENT SERVICES — SERVICES SUBJECT TO COINSURANCE MAY BE EXTRA** | | | | | | | | |
| Primary Care Office Visit<br>• Family practice, general practice, internal medicine, OB/GYN and pediatrics<br>• Nurse practitioners, physician assistants and nurse midwives (licensed health care facility only)<br>• Initial maternity visit<br>• Surgery in office setting<br>• Provider-based telehealth<br>• Allergy injections and serum | $25 | $45 | $30 | $50 | $35 | $55 | 30% | 50% |
| Specialist Office Visit<br>• Nurse practitioners, physician assistants and nurse midwives (licensed health care facility only)<br>• Surgery in office setting<br>• Provider-based telehealth<br>• Allergy injections and serum | $45 | $70 | $50 | $75 | $55 | $80 | 30% | 50% |
| Behavioral Health and Substance Use[2]<br>• Including provider-based virtual visits | $25 | $45 | $30 | $50 | $35 | $55 | 30% | 50% |
| Telehealth Programs (MDLive/Teladoc/Talkspace) | $15 | N/A | $15 | N/A | $15 | NA | 30% | N/A |
| Chiropractic and Acupuncture<br>• Annual limit of 50 visits each | $25/visit 1-20<br>$45/visit 21-50 | $45/visit 1-20<br>$70/visit 21-50 | $30/visit 1-20<br>$50/visit 21-50 | $50/visit 1-20<br>$75/visit 21-50 | $35/visit 1-20<br>$55/visit 21-50 | $55/visit 1-20<br>$80/visit 21-50 | 30% | 50% |
| Convenience Clinic | $25 | $45 | $30 | $50 | $35 | $55 | 30% | 50% |
| Urgent Care Facility | $45 | $70 | $50 | $75 | $55 | $80 | 30% | 50% |
| **PHARMACY – GENERIC/PREFERRED/NON-PREFERRED** | | | | | | | | |
| 30-Day Supply | $7/$40/$90 | copay + amount > MAC | $14/$50/$100 | copay + amount > MAC | $14/$60/$110 | copay + amount > MAC | 30% | 50% + amount >MAC |
| 90-Day Supply 90-day pharmacy or mail order | $14/$80/$180 | N/A - no network | $28/$100/$200 | N/A - no network | $28/$120/$220 | N/A - no network | 30% | N/A - no network |
| 90-Day Supply Certain Maintenance Medications 90-day pharmacy or mail order[3] | $7/$40/$160 | N/A - no network | $14/$50/$180 | N/A - no network | $14/$60/$200 | N/A – no network | 20% before deductible | N/A - no network |
| **SPECIALTY PHARMACY MEDICATIONS – 30-DAY SUPPLY** | | | | | | | | |
| Generics Tier 1 | 20%;<br>min $100; max $200 | N/A - no network | 20%;<br>min $100; max $200 | N/A - no network | 20%;<br>min $100; max $200 | N/A – no network | 30% | N/A - no network |
| Preferred Brands Tier 2 | 30%;<br>min $200; max $400 | N/A - no network | 30%;<br>min $200; max $400 | N/A - no network | 30%;<br>min $200; max $400 | N/A – no network | 30% | N/A - no network |
| Non-Preferred Brands Tier 3 | 40%;<br>min $300; max $600 | N/A - no network | 40%;<br>min $300; max $600 | N/A - no network | 40%;<br>min $300; max $600 | N/A - no network | 30% | N/A – no network |



Learn more at tn.gov/partnersforhealth

**2025 Local Education and Local Government Comparison.** PPO services in this table ARE subject to a deductible unless noted with a [5]. Local CDHP/HSA services in this table ARE subject to a deductible and coinsurance except for in-network preventive care. **Coverage for ALL services is subject to medical necessity as determined by the Third Party Administrator.**

| HEALTH PLAN OPTION | PREMIER PPO NETWORK STATUS & COST [1] | | STANDARD PPO NETWORK STATUS & COST [1] | | LIMITED PPO NETWORK STATUS & COST [1] | | LOCAL CDHP/HSA NETWORK STATUS & COST [1] | |
|---|---|---|---|---|---|---|---|---|
| **COVERED SERVICES** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** | **IN-NETWORK** | **OUT-OF-NETWORK** |
| **PREVENTIVE CARE – OUTPATIENT FACILITIES – AS RECOMMENDED & MEDICALLY NECESSARY** | | | | | | | | |
| Screenings such as colonoscopy, mammogram, colorectal, lung imaging and bone density scans [5] | $0 | 40% | $0 | 40% | $0 | 50% | $0 | 50% |
| **OTHER SERVICES** | | | | | | | | |
| Hospital/Facility Services [4]<br>• Inpatient care [7]; outpatient surgery [7]<br>• Inpatient behavioral health and substance use [2] [6] | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| • Emergency room services [7] | 15% | | 20% | | 30% | | 30% | |
| Maternity<br>• Global billing after first visit; Routine services & labor and delivery | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| Home Care [4]<br>• Home health; home infusion therapy | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| Rehabilitation and Therapy Services<br>• Inpatient and skilled nursing facility [4]<br>• Outpatient PT/ST/OT/ABA [5]; Other therapy | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| X-Ray, Lab and Diagnostics (Excludes advanced studies below) [5] | 15% | | 20% | | 30% | | 30% | 50% |
| Advanced X-Ray, Scans and Imaging<br>• Including MRI, MRA, MRS, CT, CTA, PET and nuclear cardiac imaging studies [4] | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| Pathology and Radiology Reading, Interpretation and Results [5] | 15% | | 20% | | 30% | | 30% | |
| Ambulance (air and ground) | 15% | | 20% | | 30% | | 30% | |
| Durable Medical Equipment, External Prosthetics and Medical Supplies [4] | 15% | 40% | 20% | 40% | 30% | 50% | 30% | 50% |
| Also Covered | Limited Dental benefits, Hospice Care and Out-of-Country Charges. See Member Handbook for coverage details. | | | | | | | |
| **DEDUCTIBLE — ONLY ELIGIBLE EXPENSES COUNT TOWARD THE DEDUCTIBLE** | | | | | | | | |
| Employee Only | $750 | $1,500 | $1,300 | $2,600 | $1,800 | $3,600 | $2,000 | $4,000 |
| Employee + Child(ren) | $1,125 | $2,250 | $1,950 | $3,900 | $2,500 | $4,800 | $4,000 | $8,000 |
| Employee + Spouse | $1,500 | $3,000 | $2,600 | $5,200 | $2,800 | $5,500 | $4,000 | $8,000 |
| Employee + Spouse + Child(ren) | $1,875 | $3,750 | $3,250 | $6,500 | $3,600 | $7,200 | $4,000 | $8,000 |
| **OUT-OF-POCKET MAXIMUM — ELIGIBLE EXPENSES FOR MEDICAL, BEHAVIORAL AND PHARMACY, COMBINED, INCLUDING DEDUCTIBLE** | | | | | | | | |
| Employee Only | $3,600 | $7,200 | $4,400 | $8,800 | $6,800 | $13,600 | $5,000 | $10,000 |
| Employee + Child(ren) | $5,400 | $10,800 | $6,600 | $13,200 | $13,600 | $27,200 | $10,000 | $20,000 |
| Employee + Spouse | $7,200 | $14,400 | $8,800 | $17,600 | $13,600 | $27,200 | $10,000 | $20,000 |
| Employee + Spouse + Child(ren) | $9,000 | $18,000 | $11,000 | $22,000 | $13,600 | $27,200 | $10,000 | $20,000 |

**For PPO Plans**, no single family member will be subject to a deductible or out-of-pocket maximum greater than the "employee only" amount. Once two or more family members (depending on premium level) have met the total deductible and/or out-of- pocket maximum, it will be met by all covered family members. **For CDHP Plan**, the deductible and out-of-pocket maximum amount can be met by one or more persons but must be met in full before it is considered satisfied.

[1] Subject to maximum allowable charge. The MAC is the most a plan will pay for a covered service. For non-emergent care from an out-of-network provider who charges more than the MAC, you will pay the copay or coinsurance PLUS the difference between MAC and actual charge, unless otherwise specified by state or federal law.

[2] The following behavioral health services are treated as "inpatient" for the purpose of determining member cost-sharing: residential treatment, partial hospitalization/day treatment programs and intensive outpatient therapy. In addition to services treated as "inpatient," prior authorization is required for certain outpatient behavioral health services including, but not limited to, applied behavioral analysis, transcranial magnetic stimulation, psychological testing, and other behavioral health services as determined by the Contractor's clinical staff.

[3] Additional information on the maintenance drug benefit and a list of participating Retail-90 pharmacies can be found at https://www.tn.gov/partnersforhealth/health-options/pharmacy.html.

[4] Prior authorization required for non-emergent services. When using out-of-network providers, benefits for non-emergent medically necessary services will be reduced by half if PA is required but not obtained, subject to the maximum allowable charge. If services are not medically necessary, no benefits will be provided.

[5] For PPO plans, the deductible DOES NOT apply to IN-NETWORK outpatient PT/ST/OT/ABA and other PPO services as noted.

[6] Enhanced benefit for select preferred Substance Use Treatment Facilities - PPO members won't pay a deductible or coinsurance for facility-based substance use treatment; CDHP members must meet their deductible first, then coinsurance is waived. Copays for PPO and deductible/coinsurance for CDHP will apply for standard outpatient treatment services. Call 855-Here4TN for assistance.

[7] In-network benefits apply to certain out-of-network professional services at certain in-network facilities.

## 2025 Active Employees Monthly Health Premiums

| ALL REGIONS | BCBST NETWORK S | CIGNA LOCALPLUS | BCBST NETWORK P | CIGNA OPEN ACCESS |
|---|---|---|---|---|
| **PREMIER PPO** | | | | |
| Employee Only | $839 | $839 | $914 | $914 |
| Employee + Child(ren) | $1,302 | $1,302 | $1,387 | $1,387 |
| Employee + Spouse | $1,931 | $1,931 | $2,081 | $2,081 |
| Employee + Spouse + Child(ren) | $2,269 | $2,269 | $2,419 | $2,419 |
| **STANDARD PPO** | | | | |
| Employee Only | $772 | $772 | $847 | $847 |
| Employee + Child(ren) | $1,198 | $1,198 | $1,283 | $1,283 |
| Employee + Spouse | $1,777 | $1,777 | $1,927 | $1,927 |
| Employee + Spouse + Child(ren) | $2,088 | $2,088 | $2,238 | $2,238 |
| **LIMITED PPO** | | | | |
| Employee Only | $627 | $627 | $702 | $702 |
| Employee + Child(ren) | $973 | $973 | $1,058 | $1,058 |
| Employee + Spouse | $1,443 | $1,443 | $1,593 | $1,593 |
| Employee + Spouse + Child(ren) | $1,695 | $1,695 | $1,845 | $1,845 |
| **LOCAL CDHP/HSA** | | | | |
| Employee Only | $579 | $579 | $654 | $654 |
| Employee + Child(ren) | $898 | $898 | $983 | $983 |
| Employee + Spouse | $1,331 | $1,331 | $1,481 | $1,481 |
| Employee + Spouse + Child(ren) | $1,564 | $1,564 | $1,714 | $1,714 |

The premium amounts shown reflect the total monthly premium. Please see your agency benefit coordinator for your monthly deduction and your employer's contribution, if applicable.

PARTNERS FOR HEALTH

## 2025 Monthly Dental Premiums

| | CIGNA DHMO (PREPAID PROVIDER) PLAN | | | DELTA DENTAL DPPO PLAN | | |
|---|---|---|---|---|---|---|
| ACTIVE MEMBERS | TOTAL PREMIUM (LOCAL EDUCATION, LOCAL GOVERNMENT, AND STATE OFFLINE AGENCIES) | CENTRAL STATE GOVERNMENT AND STATE HIGHER EDUCATION EMPLOYEE PREMIUM | CENTRAL STATE GOVERNMENT AND STATE HIGHER EDUCATION EMPLOYER PREMIUM | TOTAL PREMIUM (LOCAL EDUCATION, LOCAL GOVERNMENT, AND STATE OFFLINE AGENCIES) | CENTRAL STATE GOVERNMENT AND STATE HIGHER EDUCATION EMPLOYEE PREMIUM | CENTRAL STATE GOVERNMENT AND STATE HIGHER EDUCATION EMPLOYER PREMIUM |
| Employee Only | $14.69 | $7.34 | $7.35 | $20.32 | $10.16 | $10.16 |
| Employee + Child(ren) | $30.50 | $15.25 | $15.25 | $54.03 | $27.01 | $27.02 |
| Employee + Spouse | $26.03 | $13.01 | $13.02 | $39.96 | $19.98 | $19.98 |
| Employee + Spouse + Child(ren) | $35.79 | $17.89 | $17.90 | $82.75 | $41.37 | $41.38 |
| COBRA PARTICIPANTS | | | | | | |
| Employee Only/Single | $14.98 | | | $20.73 | | |
| Employee + Child(ren) | $31.11 | | | $55.11 | | |
| Employee + Spouse | $26.55 | | | $40.76 | | |
| Employee + Spouse + Child(ren) | $36.51 | | | $84.41 | | |
| COBRA DISABILITY PARTICIPANTS | | | | | | |
| Employee Only/Single | $22.04 | | | $30.48 | | |
| Employee + Child(ren) | $45.75 | | | $81.05 | | |
| Employee + Spouse | $39.05 | | | $59.94 | | |
| Employee + Spouse + Child(ren) | $53.69 | | | $124.13 | | |
| RETIREE PARTICIPANTS | | | | | | |
| Retiree Only | $16.32 | | | $27.27 | | |
| Retiree + Child(ren) | $33.88 | | | $61.60 | | |
| Retiree + Spouse | $28.93 | | | $53.76 | | |
| Retiree + Spouse + Child(ren) | $39.74 | | | $97.34 | | |

# 2025 Monthly Vision Premiums

| | BASIC PLAN | EXPANDED PLAN |
|---|---|---|
| **ACTIVE MEMBERS** | | |
| Employee Only | $3.18 | $6.30 |
| Employee + Child(ren) | $6.35 | $12.60 |
| Employee + Spouse | $6.03 | $11.98 |
| Employee + Spouse + Child(ren) | $9.33 | $18.54 |
| **COBRA PARTICIPANTS** | | |
| Employee Only/Single | $3.24 | $6.43 |
| Employee + Child(ren) | $6.48 | $12.85 |
| Employee + Spouse | $6.15 | $12.22 |
| Employee + Spouse + Child(ren) | $9.52 | $18.91 |
| **COBRA DISABILITY PARTICIPANTS** | | |
| Employee Only/Single | $4.77 | $9.45 |
| Employee + Child(ren) | $9.53 | $18.90 |
| Employee + Spouse | $9.05 | $17.97 |
| Employee + Spouse + Child(ren) | $14.00 | $27.81 |
| **RETIREE PARTICIPANTS** | | |
| Retiree Only | $3.18 | $6.30 |
| Retiree + Child(ren) | $6.35 | $12.60 |
| Retiree + Spouse | $6.03 | $11.98 |
| Retiree + Spouse + Child(ren) | $9.33 | $18.54 |
| Spouse Only | $3.18 | $6.30 |
| One Child Only | $3.18 | $6.30 |
| Two or More Children Only | $6.35 | $12.60 |
| Spouse + Children Only | $6.35 | $12.60 |

**Agenda Item**
VIII. E. Approve Renewal of HHM as the City's Auditor for Fiscal Year Ending June 30, 2025

**Overview**
The city's current fiscal year will end on June 30, 2025 and HHM, the city auditor, is requesting a contract renewal. Attached is a letter from HHM and a memo from the Finance Director recommending HHM to continue their audit services for FYE June 30, 2025 at a cost of $60,000. The deadline for the audit is December 31, 2025 as required by the state.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session consent agenda for approval.

**Action to Consider**
Motion, second, and vote are needed to renew HHM's contract for audit services for FYE June 30, 2025 at a cost of $60,000.

**Affected Departments**
Finance

# FINANCE DEPARTMENT

## MEMORANDUM

TO: Randy Dowling, City Manager

FROM: Mike Keith, Director of Finance

DATE: May 1, 2025

RE: Auditors for year ending June 30, 2025

I met with HHM last week to discuss the current year audit. We reviewed their schedule for doing the audits of AUB, Athens City Schools and the City in order to avoid any of the problems encountered on the 2024 audits. I believe they have allocated a sufficient number of people on each of these audits, with some continuity of staff on each audit. They have assigned the same audit manager that was in charge of our audit to be the manager on each of the 3 entities for 2025. I believe this shows their commitment to providing the audit reports in a timely manner.

Attached is their proposed fee for the current year audit. I am recommending approval of the audit at the amounts stated in their letter. Please let me know if you have any questions or need any additional information concerning this matter.

HHM

CERTIFIED PUBLIC ACCOUNTANTS

April 28, 2025

To the Mayor and City Council Members
City of Athens, Tennessee
815 N. Jackson St.
Athens, TN 37303

Dear Mayor and Council:

Thank you for allowing us to submit this transmittal letter to perform audit services for the City of Athens for the year ending June 30, 2025.

We have served as the City's auditor for the prior fiscal year and wish to continue our relationship. We believe that our expertise, as demonstrated during the prior year's audits, proves that we are qualified to serve the City of Athens.

Our proposed fee to audit the City of Athen's financial statements for the fiscal year ending June 30, 2025, is $55,000 and $5,000 for the Chart of Account Crosswalk, required by the Comptroller.

We appreciate the opportunity to submit this proposal and trust it is responsive to your requirements. Should you require additional information, please do not hesitate to call.

Sincerely yours,

266 Inman Street East, Cleveland, TN 37311 | T 423.756.7771 | F 423.265.8125

AN INDEPENDENT MEMBER OF THE BDO ALLIANCE USA

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**

VIII. F. Approve Contract Renewal Between TDOT and the City for the City to Mow, Remove Litter, and Sweep/Flush Selected State Routes

**Overview**

The city contracts with TDOT for the city to mow and remove litter from certain segments of SR 2 (Congress Parkway) and SR 30 (Decatur Pike) as well as mechanically sweep and flush certain segments of SR 2 (Congress Parkway), SR 30 (Decatur Pike), SR 39 (W. Madison), SR 305 (Ingleside Ave), and SR 307 (E. Madison).

More particularly, the mowing, mainly in the medians of the state routes listed above, consists of a total of 21.9178 acres. The state reimburses the city $50 per acre for six cycles for a total reimbursement of $6,600 annually. However, the city mows these areas more than six times per year at the city's expense to keep the main thoroughfares of the city mowed and neat.

Litter removal consists of a total of 6.988 miles on those state routes listed above. The state reimburses the city $60 per mile for 12 cycles for a total reimbursement of $5,031.36 annually.

Mechanical sweeping and street flushing consist of 28.974 miles on those state routes listed above. The state reimburses the city $80 per mile for 12 cycles for a total reimbursement of $27,815.04 annually.

Attached is TDOT's two-year contract beginning July 1, 2025 to June 30, 2027.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session consent agenda for approval.

**Action to Consider**

Motion, second, and vote are needed to approve a two-year contract with TDOT beginning July 1, 2025 to June 30, 2027 for the city to mow, remove litter, and sweep/flush on selected state routes as presented.

**Affected Departments**

Public Works

**CONTRACT**
**BETWEEN THE STATE OF TENNESSEE,**
**DEPARTMENT OF TRANSPORTATION**
**AND**
**CITY OF ATHENS**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and City of Athens, hereinafter referred to as the "Contractor," is for the provision of the special agreement for mowing, litter, sweeping, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000001536
Contract #: CMA 2630

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.

A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.

A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.

A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.

A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.

A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2025 ("Effective Date"), and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

## C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventy-Eight Thousand Eight Hundred and Ninety-Two Dollars and Eighty Cents ($78,892.80). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

| **Service Description** | **Amount** (per compensable increment) |
|---|---|
| "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" | See Exhibit A |

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation
7474 Volkswagen Drive, Bldg. H
Chattanooga, TN 37416

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice Number (assigned by the Contractor)
(2) Invoice Date
(3) Contract Number (assigned by the State)
(4) Customer Account Name: Tennessee Department of Transportation

(5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
(6) Contractor Name
(7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
(9) Contractor Remittance Address
(10) Description of Delivered Service
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name & title as applicable) of each service invoiced
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
iv. Amount Due by Service
v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) only be submitted for completed service and shall not include any charge for future work;
(3) not include sales tax or shipping charges; and
(4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor’s Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and “Records” (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq*., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Abbas Shahid, Operations District Specialist
Tennessee Department of Transportation
7474 Volkswagen Drive, Bldg. H
Chattanooga, TN 37416
Abbas.Shahid@tn.gov
Telephone # (423)305-3990
FAX # (423)338-5420

The Contractor:

Ms. Debbie Goins, Administrative Assistant
City of Athens
815 North Jackson, Athens, TN 37303
publicworks@cityofathenstn.com
Telephone # (423)744-2745
FAX # No Fax Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF ATHENS:**

---

**CONTRACTOR SIGNATURE** **DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE** **DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**HOWARD H. ELEY, COMMISSIONER** **DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**LESLIE SOUTH, GENERAL COUNSEL** **DATE**

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

| Activity | Maintenance Work Type | Unit Of Measure |
|---|---|---|
| 435 | Machine Mowing** | Acres |
| 441 | Litter Removal** | Roadway Miles |
| 446 | Mechanical Sweeping and Street Flushing | Miles |

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

**Error! Not a valid link.**Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of removing dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas, and ramps at interchanges by mechanical sweeping or other approved means, as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible **mowing area in acres to be maintained in a 12-Month period**. For a 24-Month contract, the following quantities will be doubled. All eligible mowing areas shall be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | **Approved Mowing Reimbursement Per Acre:** | **$ 50.00** | | | | |
| | | | **Calculated Maximum Annual Reimbursement (Mowing):** | **$ 6,600.00** | | | | |
| | | | **Total Maximum Reimbursement (Mowing):** | **$ 13,200.00** | | | | |
| **Mowing Inventory Worksheet** | | | | | | | | |
| **Route Number** | **Roadway Type** | **Begin Termini (LM)** | **End Termini(LM)** | **Median Area (acres)** | **Controlled Access Area (acres)** | **Segment Total Area (acres)** | **Number of Mowing Cycles** | **Contract Segment Total Area (acres)** |
| **SR2** | **1G** | **12.272** | **12.46** | **0.5469** | | **0.5469** | **6** | **3.2814** |
| **SR2** | **1G** | **12.46** | **12.886** | **1.2393** | | **1.2393** | **6** | **7.4358** |
| **SR2** | **1G** | **12.98** | **13.16** | **0.5236** | | **0.5236** | **6** | **3.1416** |
| **SR2** | **1G** | **13.16** | **13.31** | **0.4364** | | **0.4364** | **6** | **2.6184** |
| **SR2** | **1E** | **13.31** | **13.36** | **0.097** | | **0.097** | **6** | **0.582** |
| **SR2** | **1E** | **13.36** | **13.47** | **0.16** | | **0.16** | **6** | **0.96** |
| **SR2** | **1E** | **13.47** | **13.6** | **0.1891** | | **0.1891** | **6** | **1.1346** |
| **SR2** | **1E** | **13.6** | **13.94** | **0.9891** | | **0.9891** | **6** | **5.9346** |
| **SR2** | **1G** | **14** | **14.93** | **2.7055** | | **2.7055** | **6** | **16.233** |
| **SR2** | **1G** | **14.98** | **16.12** | **3.3164** | | **3.3164** | **6** | **19.8984** |
| **SR2** | **1G** | **16.2** | **17.355** | **3.36** | | **3.36** | **6** | **20.16** |
| **SR30** | **1G** | **6.23** | **6.31** | **1.1055** | | **1.1055** | **6** | **6.633** |
| **SR30** | **1G** | **6.35** | **6.42** | **0.2036** | | **0.2036** | **6** | **1.2216** |
| **SR30** | **1G** | **6.42** | **6.47** | **0.1455** | | **0.1455** | **6** | **0.873** |
| **SR30** | **1G** | **6.52** | **8.19** | **6.0727** | | **6.0727** | **6** | **36.4362** |
| **SR30** | **1G** | **8.19** | **8.269** | **0.1532** | | **0.1532** | **6** | **0.9192** |
| **SR30** | **1E** | **8.36** | **8.5** | **0.4073** | | **0.4073** | **6** | **2.4438** |
| **SR30** | **1E** | **8.5** | **8.6** | **0.2667** | | **0.2667** | **6** | **1.6002** |
| | | | | | | | **Total Contract Area (acres):** | **132** |

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible **length of litter removal in linear miles to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. The Contractor shall maintain all eligible linear miles under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Approved Litter Reimbursement Per Mile: | | $ 60.00 | | | | | | |
| | | Calculated Maximum Annual Reimbursement (Litter): | | $ 5,031.36 | | | | | | |
| | | | Total Maximum Reimbursement (Litter): | $ 10,062.72 | | | | | | |
| **Litter Inventory Worksheet** | | | | | | | | | | |
| **Route Number** | **Roadway Type** | **Beginning Termini (LM)** | **Ending Termini (LM)** | **Segment Length (mi.)** | **Litter Pass Miles Per Segment** | **Segment Total Litter (mi.)** | **Price per Litter Mile** | **Number of Litter Cycles** | **Contract Segment Total Litter (mi.)** | **Contract Segment Total Litter ($)** |
| SR2 | 1G | 12.272 | 12.46 | 0.188 | 1 | 0.188 | $ 60.00 | 12 | 2.256 | 135.36 |
| SR2 | 1G | 12.46 | 12.886 | 0.426 | 1 | 0.426 | $ 60.00 | 12 | 5.112 | 306.72 |
| SR2 | 1G | 12.98 | 13.16 | 0.18 | 1 | 0.18 | $ 60.00 | 12 | 2.16 | 129.6 |
| SR2 | 1G | 13.16 | 13.31 | 0.15 | 1 | 0.15 | $ 60.00 | 12 | 1.8 | 108 |
| SR2 | 1E | 13.31 | 13.36 | 0.05 | 1 | 0.05 | $ 60.00 | 12 | 0.6 | 36 |
| SR2 | 1E | 13.36 | 13.47 | 0.11 | 1 | 0.11 | $ 60.00 | 12 | 1.32 | 79.2 |
| SR2 | 1E | 13.47 | 13.6 | 0.13 | 1 | 0.13 | $ 60.00 | 12 | 1.56 | 93.6 |
| SR2 | 1E | 13.6 | 13.94 | 0.34 | 1 | 0.34 | $ 60.00 | 12 | 4.08 | 244.8 |
| SR2 | 1G | 14 | 14.93 | 0.93 | 1 | 0.93 | $ 60.00 | 12 | 11.16 | 669.6 |
| SR2 | 1G | 14.98 | 16.12 | 1.14 | 1 | 1.14 | $ 60.00 | 12 | 13.68 | 820.8 |
| SR2 | 1G | 16.2 | 17.355 | 1.155 | 1 | 1.155 | $ 60.00 | 12 | 13.86 | 831.6 |
| SR30 | 1G | 6.23 | 6.31 | 0.08 | 1 | 0.08 | $ 60.00 | 12 | 0.96 | 57.6 |
| SR30 | 1G | 6.35 | 6.42 | 0.07 | 1 | 0.07 | $ 60.00 | 12 | 0.84 | 50.4 |
| SR30 | 1G | 6.42 | 6.47 | 0.05 | 1 | 0.05 | $ 60.00 | 12 | 0.6 | 36 |
| SR30 | 1G | 6.52 | 8.19 | 1.67 | 1 | 1.67 | $ 60.00 | 12 | 20.04 | 1202.4 |
| SR30 | 1G | 8.19 | 8.269 | 0.079 | 1 | 0.079 | $ 60.00 | 12 | 0.948 | 56.88 |
| SR30 | 1E | 8.36 | 8.5 | 0.14 | 1 | 0.14 | $ 60.00 | 12 | 1.68 | 100.8 |
| SR30 | 1E | 8.5 | 8.6 | 0.1 | 1 | 0.1 | $ 60.00 | 12 | 1.2 | 72 |
| | | | | | | | | **Total Contract Litter (mi.):** | 58.548 | $ 5,031.36 |

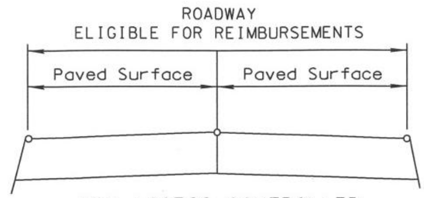
INVENTORY OF ELIGIBLE SWEEPING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible **length of mechanical sweeping and street flushing in linear miles to be maintained in a 12-Month period** to the nearest whole square yard. For a 24-Month contract, the following quantities will be doubled. The Contractor shall maintain all eligible mechanical street sweeping and street flushing under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for mechanical sweeping or street flushing, not to exceed the number of cycles and the price per mile as detailed below.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | **Eligible Number of Sweeping Cycles:** | | **6** | | | | |
| | | **Reimbursement Per Mile (Sweeping):** | | **80** | | | | |
| | | **Calculated Maximum Annual Reimbursement (Sweeping):** | | **$ 27,815.04** | | | | |
| | | | **Total Maximum Reimbursement (Sweeping):** | **$ 55,630.08** | | | | |
| **Sweeping Inventory Worksheet** | | | | | | | | |
| **Route Number** | **Roadway Type** | **Beginning Termini (LM)** | **Ending Termini (LM)** | **Segment Length** | **Sweeping Miles Per Segment** | **Segment Total Sweeping (mi.)** | **Number of Sweeping Cycles** | **Contract Segment Total Sweeping (mi.)** |
| **SR2** | **1C** | **12.886** | **12.98** | **0.094** | **2** | **0.188** | **12** | **2.256** |
| **SR2** | **1G** | **12.98** | **13.31** | **0.33** | **2** | **0.66** | **12** | **7.92** |
| **SR2** | **1E** | **13.31** | **13.94** | **0.63** | **4** | **2.52** | **12** | **30.24** |
| **SR2** | **1C** | **13.94** | **14** | **0.06** | **2** | **0.12** | **12** | **1.44** |
| **SR2** | **1G** | **14** | **14.93** | **0.93** | **2** | **1.86** | **12** | **22.32** |
| **SR2** | **1C** | **13.93** | **14.98** | **0.05** | **2** | **0.1** | **12** | **1.2** |
| **SR2** | **1G** | **14.98** | **16.12** | **1.14** | **2** | **2.28** | **12** | **27.36** |
| **SR2** | **1C** | **16.12** | **16.2** | **0.08** | **2** | **0.16** | **12** | **1.92** |
| **SR030** | **1B** | **6.31** | **6.35** | **0.04** | **2** | **0.08** | **12** | **0.96** |
| **SR030** | **1G** | **6.35** | **0.647** | **0.12** | **2** | **0.24** | **12** | **2.88** |
| **SR030** | **1B** | **6.47** | **6.52** | **0.05** | **2** | **0.1** | **12** | **1.2** |
| **SR030** | **1G** | **6.52** | **8.269** | **1.749** | **2** | **3.498** | **12** | **41.976** |
| **SR030** | **1D** | **8.269** | **8.36** | **0.091** | **2** | **0.182** | **12** | **2.184** |
| **SR030** | **1E** | **8.36** | **8.64** | **0.28** | **4** | **1.12** | **12** | **13.44** |
| **SR030** | **1D** | **8.64** | **10.85** | **2.21** | **2** | **4.42** | **12** | **53.04** |
| **SR030** | **1E** | **10.85** | **10.9** | **0.05** | **4** | **0.2** | **12** | **2.4** |
| **SR030** | **1F** | **10.9** | **11.54** | **0.64** | **2** | **1.28** | **12** | **15.36** |
| **SR030** | **1D** | **11.54** | **11.57** | **0.03** | **2** | **0.06** | **12** | **0.72** |

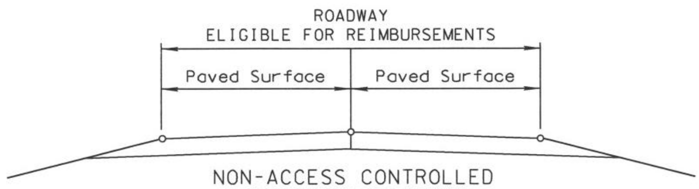
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **SR030** | **1F** | **11.57** | **11.953** | **0.383** | **2** | **0.766** | **12** | **9.192** |
| **SR039** | **1D** | **8.16** | **8.79** | **0.63** | **2** | **1.26** | **12** | **15.12** |
| **SR039** | **1D** | **8.79** | **9.32** | **0.53** | **4** | **2.12** | **12** | **25.44** |
| **SR039** | **1D** | **9.32** | **9.43** | **0.11** | **2** | **0.22** | **12** | **2.64** |
| **SR305** | **1D** | **0** | **0.385** | **0.385** | **2** | **0.77** | **12** | **9.24** |
| **SR305** | **1C** | **0.385** | **0.43** | **0.045** | **2** | **0.09** | **12** | **1.08** |
| **SR305** | **1B** | **0.43** | **53** | **0.13** | **2** | **0.26** | **12** | **3.12** |
| **SR305** | **1C** | **0.56** | **1.59** | **1.03** | **2** | **2.06** | **12** | **24.72** |
| **SR305** | **1B** | **1.59** | **1.72** | **0.13** | **2** | **0.26** | **12** | **3.12** |
| **SR307** | **1D** | **0** | **1.05** | **1.05** | **2** | **2.1** | **12** | **25.2** |
| | | | | | | | **Total Contract Sweeping (mi.):** | **347.688** |

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



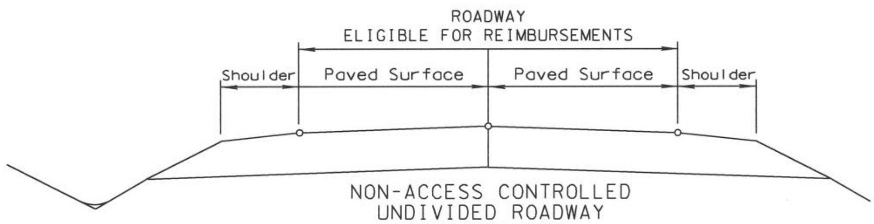

NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY

FIGURE 1A




NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY

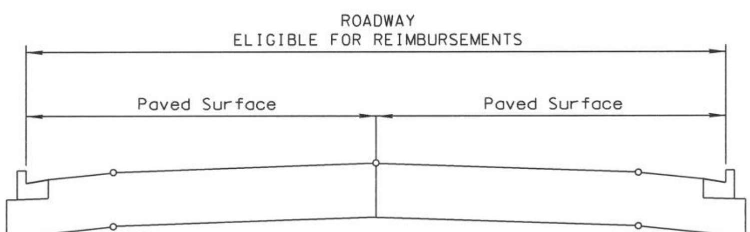
FIGURE 1B




NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY
WITHOUT CURB

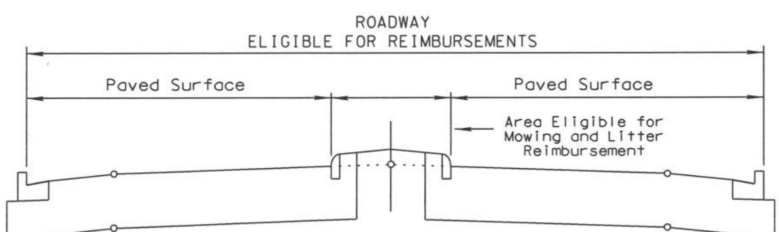
FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.




NON-ACCESS CONTROLLED
UNDIVIDED ROADWAY
WITH CURB

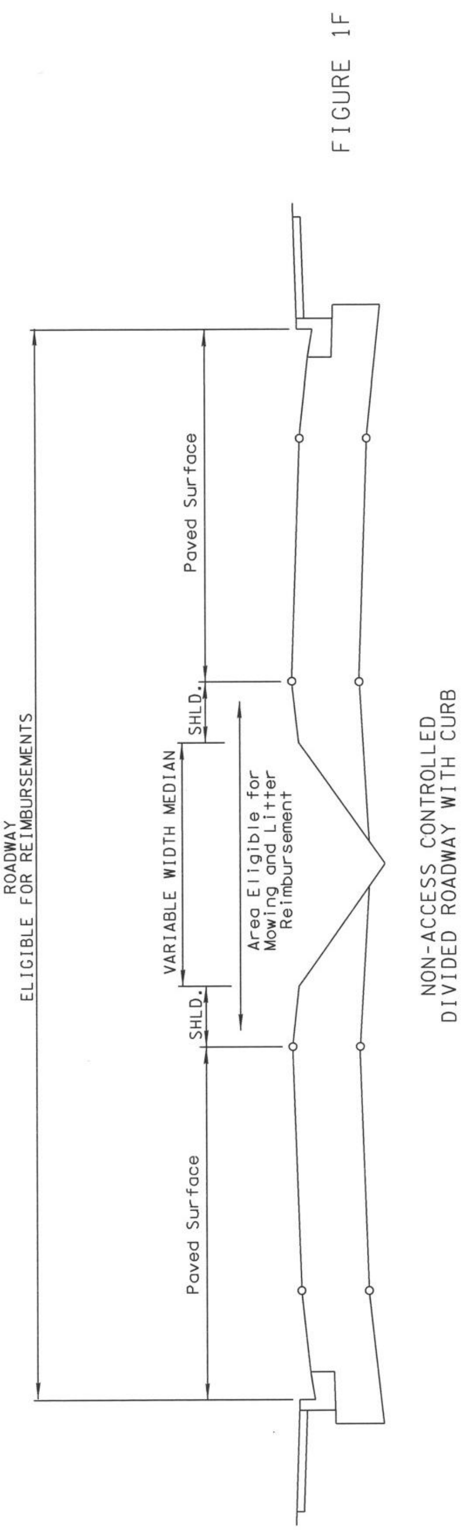
FIGURE 1D

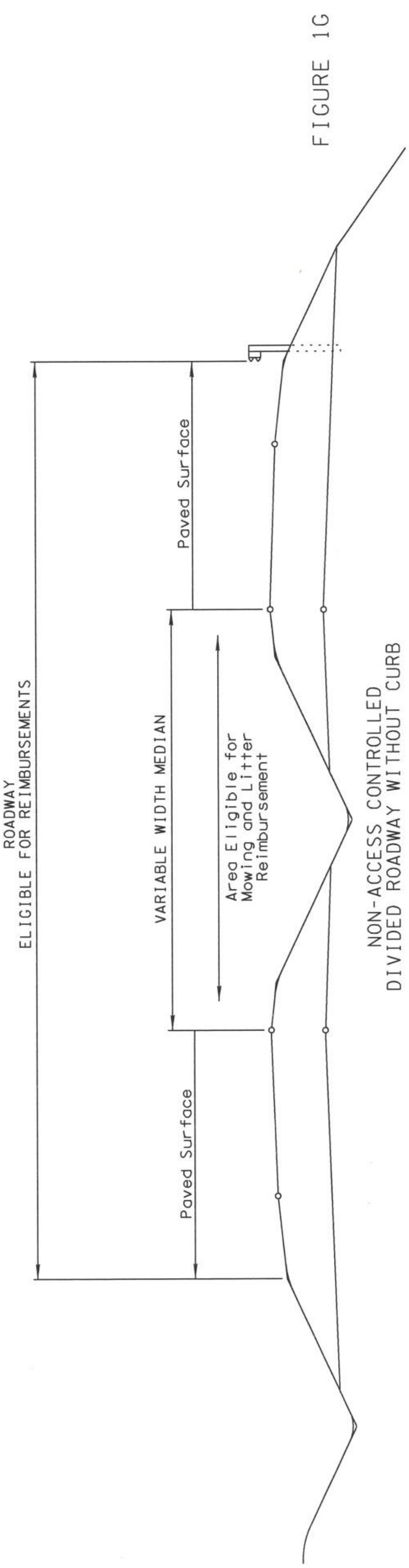



NON-ACCESS CONTROLLED
DIVIDED ROADWAY
WITH CURB

FIGURE 1E

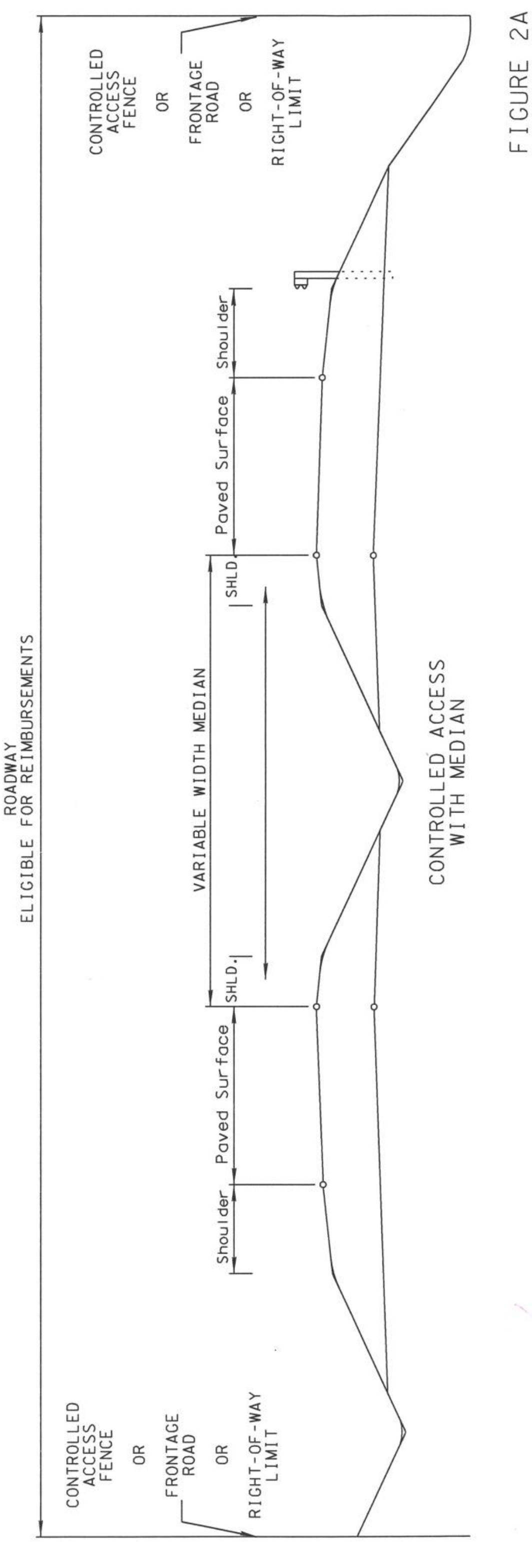
CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS




NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



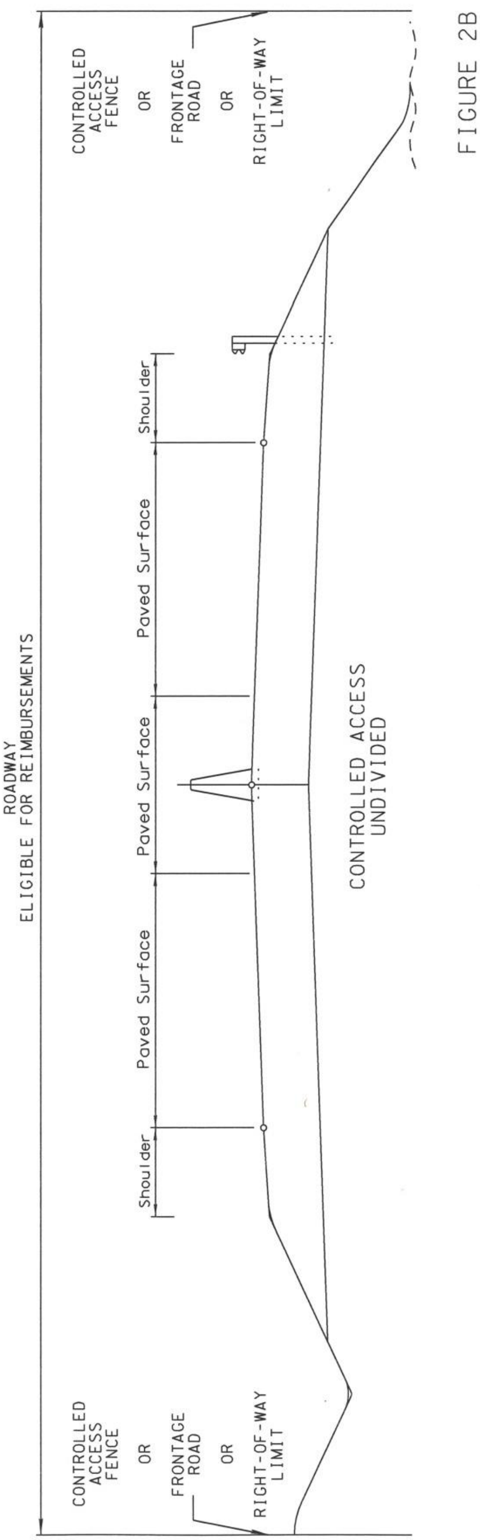




EXHIBIT A

**Agenda Item**

VIII. G. Approve Resolution 2025-11

A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) SAFE STREETS FOR ALL PROGRAM (SS4A)

**Overview**

The city just completed and adopted during March 2025 a Traffic Safety Action Plan that identified parts of the city's transportation network that have high rates of crashes involving serious injuries and fatalities. Based on that completed plan, the city is now in a position to apply for grant funds to implement the plan.

According to the plan, the intersection with the highest number of crashes is Decatur Pike and Congress Parkway and is a prime candidate for this 80/20 implementation grant that is due by June 26, 2025. To reduce or eliminate crashes at this intersection, the grant application will include:

- Replacing the traffic signal and related equipment to improve visibility.
- Realigning the left turn lanes to eliminate negative offsets to improve sight lines.
- Improving signal timing and coordination by increasing vehicle storage capacity, turn lane capacity, developing a time-of-day plan, and coordinating nearby traffic signals using a fiber connection.
- Adding pedestrian crossings.
- Adding emergency vehicle signal preemption.

The estimated cost of this project is $3,730,000, with 80% ($2,984,000) coming from federal funds and 20% ($746,000) coming from city funds over several years.

Attached is a memo from the Public Works Department and authorizing Resolution 2025-11.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session consent agenda for approval.

**Action to Consider**

Motion, second, and vote are needed to approve Resolution 2025-11 to authorize city staff to apply for a 2025 federal Safe Streets for All Implementation Grant as presented to improve the intersection of Decatur Pike and Congress Parkway.

**Affected Departments**

Public Works

TO: Dr. Randall Dowling, City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Ben Burchfield, Public Works Director

DATE: May 5, 2025

SUBJECT: Safe Streets for All (SS4A) Implementation Grant


**Summary**

The City of Athens utilized an SS4A grant to develop a Traffic Safety Action Plan which was adopted as an official policy of the city in March of 2025. This plan utilized traffic data from 2019 – 2023 along with public input provided in 2024 to identify parts of the transportation network with a high rate of crashes involving serious injuries and fatalities. These areas were designated as part of the High Injury Network (HIN).

The crash density heat map clearly shows two intersections with a much higher rate of crashes than the others. The intersection with the highest number of crashes (99) is Decatur Pike and Congress Parkway. When adjusted for traffic volume (27,162 TEV), this intersection ranks the fourth highest within the city with a crash rate of 2.0. This intersection is at the confluence of two road segments which were identified as the second and fourth highest priority segments.

A set of recommendations intended to reduce or eliminate crashes were developed for the five highest priority locations. Consequently, this intersection of Congress Parkway and Decatur Pike is a prime candidate for an SS4A Implementation grant where recommended safety improvements outlined in the Traffic Safety Plan would be fully designed and constructed. These improvements include:

- Replace the traffic signal and signal equipment to Improve visibility of the traffic signal
- Realign left-turn lanes to eliminate negative offset to improve sight lines
- Improve signal timing and coordination by increasing vehicle storage, increasing turning lane capacity, developing a time-of-day plan, and coordinating nearby signals using a fiber connection
- Add pedestrian crossings
- Add emergency vehicle signal preemption to increase the safety of emergency vehicles and decrease response times

The SS4A program provides 80% of the funding needed to implement corrective actions with the local government required to provide 20% of the funding. The engineer's opinion of the probable cost to implement these improvements is $3,730,000, 20% of which would come from local funds.

Grant applications are due on or before June 26, 2025. There is no available guidance as to when announcements will be made for this grant, but if announcements are made using the same timeframe as prior years an announcement would be expected between September and November of this year. Based upon the official Notice of Funding Opportunity, recipients will be issued a grant contract within 12 months of the announcement of the award. The performance period for implementation (construction) grants is up to five years. It is unclear whether the five years includes the one year for contract issuance or is in addition to the contract period. It is also unclear as to whether the implementation period is five years for all projects or whether it is based upon the scope of individual projects. Based upon the limited amount of information currently available, I estimate that it will take three to four years from the time of the award to complete the project.

**Action Item**

Motion to approve Resolution Number 2025-11 to authorize the city to apply for a SS4A Program grant to implement recommendations to reduce or eliminate crashes involving significant injuries and fatalities at the intersection of Congress Parkway and Decatur Pike.

**A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) SAFE STREETS FOR ALL PROGRAM (SS4A)**

**WHEREAS**, the FHWA through the SS4A Program administers grant funds to assist local governments with implementing road improvements to reduce crashes involving fatalities and serious injuries; and

**WHEREAS,** the adoption of a Traffic Safety Action Plan by a municipality is a pre-requisite to seeking SS4A implementation funds; and

**WHEREAS**, the City of Athens recently adopted a Traffic Safety Action Plan using funding through the SS4A Program; and

**WHEREAS**, the Traffic Safety Action Plan identified several potential projects with the Congress Parkway and Decatur Pike intersection being highly prioritized; and

**WHEREAS**, the City of Athens is in need of financial support to implement this project which has an estimated budget of $3,730,000; and

**WHEREAS**, the SS4A Program provides funding with a 80/20 cost share with the SS4A Program covering 80% of the project cost which allows local dollars to go further; and

**WHEREAS**, the City of Athens supports the application for funding to design and implement improvements at this location which are consistent with the adopted plan; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Athens, Tennessee, that:

1. The City of Athens Mayor and staff are authorized to apply for funding through the FHWA SS4A Program.
2. The City Clerk is directed to maintain records of this resolution and related documentation for the grant application.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon its passage, the public welfare requiring it.

**ON MOTION BY** ______________________________

**SECONDED BY** ______________________________

said Resolution was approved by roll call vote on the **20th** day of **May 2025**.

ATTEST:

______________________________
Larry Eaton, Mayor

______________________________
Randall Dowling, City Manager

APPROVED AS TO FORM:

______________________________
Christopher M. Caldwell, City Attorney

**Agenda Item**

IX. A. Public Hearing and Second Reading of Ordinance 1139

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

**Overview**

Ordinance No. 1139 proposes an amendment to Title 8, Chapter II, Section 8-52 of the Athens City Code to increase the number of local liquor store privilege licenses permitted within the city. Specifically, the ordinance raises the maximum number of licenses from two (2) to three (3).

As stated in the attached ordinance, "*This ordinance shall take effect thirty (30) days after its final passage, the public welfare requiring it*." The 30th day falls on Thursday, June 19, 2025, which coincides with Juneteenth, a recognized City holiday when City Hall is closed. As such, the earliest date staff will begin accepting new license applications will be Friday, June 20, 2025.

The 30-day effective period serves several important purposes:

- Administrative Preparation: Provides City staff time to finalize implementation details, including reviewing application forms, refining internal procedures, and coordinating communication plans.
- Public Notification: Ensures that the public and prospective applicants are adequately informed of the change and the forthcoming application process.

The first reading of the ordinance was approved during the regular session on April 15, 2025. Both the public hearing and second reading have been properly advertised and are scheduled to take place during the May 20, 2025 regular session.

**Action to Consider**

Motion, second, and vote are needed to approve.

**Affected Departments**

City Manager's Office, Community Development – Codes Enforcement, Police and Finance

**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 three (3) 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 three (3)."

**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 **20th** day of **May, 2025**.

| | | |
|---|---|---|
| **FIRST READING:** | **April 15, 2025** | **Passed** |
| **PUBLIC HEARING NOTICE:** | **April 19, 2025** | **Published** |
| **DATE OF PUBLIC HEARING:** | **May 20, 2025** | |
| **SECOND READING:** | **May 20, 2025** | **Passed** |

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

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).

(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**

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**
X. A. Cook Park Splash Pad

**Overview**
During the March 18, 2025 regular session, the city council requested staff to explore the cost and feasibility of constructing a new splash pad at Cook Park. Based on that directive, estimated costs of a new splash pad were obtained from professional vendors, Vortex and Great Southern. Based on that information, below is an estimated cost of the project and attached is a general rendering of the product:

| Item | Estimated Cost |
|---|---:|
| Water Features | $250,000 |
| Water Management System and Controls | 195,000 |
| Drainage System | 8,000 |
| Water Recirculation/Pump Assembly | 100,000 |
| Transportation | 10,000 |
| Site Development and Installation<br>(including concrete, electrical, grass seed) | 900,000 |
| **Total Estimated Costs** | **$1,463,000** |

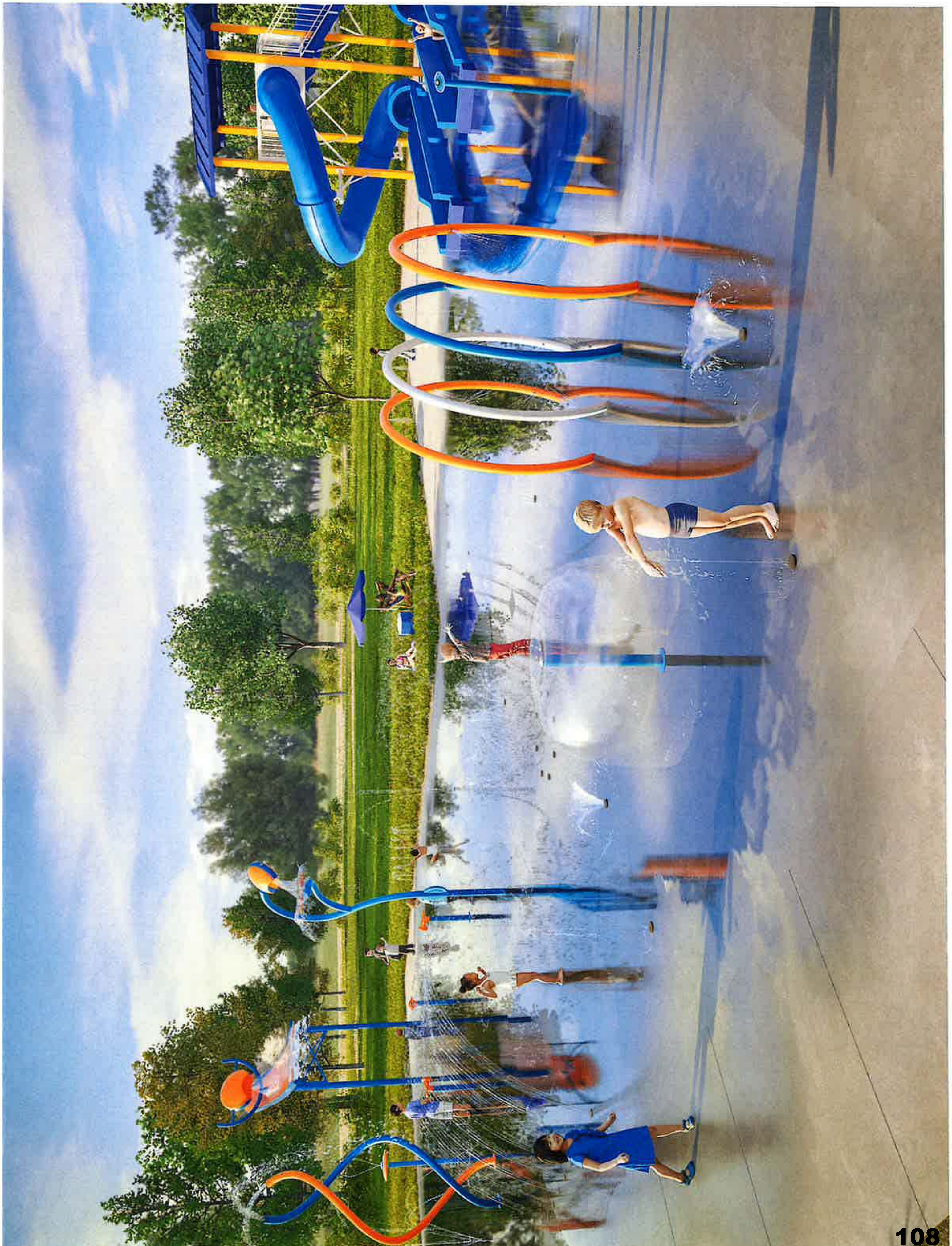
This item was discussed during the April 7, 2025 work session. Following discussion, this item was not moved to the April 15, 2025 regular session for further consideration. However, this item was discussed during the April 15, 2025 regular session but died for lack of a second to a motion.

During the May 12, 2025 work session, Councilmember Pelley requested this item be reconsidered.

**Action to Consider**
Motion, second, and vote are needed to approve constructing a splash pad at Cook Park. This item is not in the FY 2025-26 proposed budget but would be funded by the Capital Improvement Fund if approved.

**Affected Departments**
Parks & Recreation Dept.


Cook Park



CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**

XI. A. FY 2024-25 Budget Amendment
First Reading of Ordinance No. 1140
AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025

**Overview**

The purpose of the attached budget amendment for FY 2024-25 is to address necessary adjustments in expenditures and revenues, cover unanticipated costs, and reallocate funds based on updated financial activity and operational needs across City departments. A memorandum from the Finance Director is also attached.

**Action to Consider**

Motion, second, and vote are needed.

**Affected Departments**

Finance

# FINANCE DEPARTMENT

## MEMORANDUM

TO: Randy Dowling, City Manager

FROM: Mike Keith, Finance Director

DATE: May 7, 2025

SUBJECT: 2024-2025 Budget Amendment

I respectfully submit the attached budget amendment. I believe most of the items are self-explanatory based on the line items, but I will elaborate on the larger items in part II. The first salary increase is for the increase above the previous city manager salary. Legal services are for the fees paid to the city attorney. Group life and health increases relate to changes in employee coverages during the year. Building and grounds maintenance relate to City Hall and Recreation. Recreation increases were for the splash pad and the pavilion at Eco Park. Liability insurance for the $50,000 increase relates to the deductible we had to pay on two public records lawsuits and the remaining ones are for smaller claims or increases in premiums. Fixed asset items relate primarily to equipment for police cars budgeted in the prior year but could not be installed last year since the vehicles were not received until this year. Fire had to replace their drone as it malfunctioned through no fault of the operator and crashed. Public Works had radios that were ordered last year but not delivered until this year. The items showing with the 01-0908 account numbers at the end of part II are all related to the new Animal Shelter as we estimated the best we could since this was the first full year of operations in the new building. The Transfer to Conference Center is to provide funds to be used in the new budget year to repair the floor cracks, paint and purchase new tables.

Please let me know if you need any additional information regarding this amendment.

**Part I: Increase in Retirement Plan Contribution with Funds held in Capital**

| ACCOUNT NO. | DESCRIPTION | ORIGINAL BUDGET | REVISED BUDGET | INCREASE (DECREASE) |
|---|---|---|---|---|
| **GENERAL FUND REVENUES:** | | | | |
| 01-0000-7045 | Trans from Cap Proj Fund | 0 | 629,000 | 629,000 |
| Increase in Revenues | | | | 629,000 |
| **GENERAL FUND EXPENDITURES:** | | | | |
| 01-0101-5144 | Retirement | 19,000 | 37,000 | 18,000 |
| 01-0201-5144 | Retirement | 33,000 | 63,000 | 30,000 |
| 01-0301-5144 | Retirement | 15,000 | 29,000 | 14,000 |
| 01-0401-5144 | Retirement | 8,000 | 15,000 | 7,000 |
| 01-0403-5144 | Retirement | 14,000 | 27,000 | 13,000 |
| 01-0501-5144 | Retirement | 15,000 | 29,000 | 14,000 |
| 01-0502-5144 | Retirement | 20,000 | 38,000 | 18,000 |
| 01-0601-5144 | Retirement | 21,000 | 40,000 | 19,000 |
| 01-0602-5144 | Retirement | 150,000 | 288,000 | 138,000 |
| 01-0603-5144 | Retirement | 48,000 | 91,000 | 43,000 |
| 01-0701-5144 | Retirement | 13,000 | 25,000 | 12,000 |
| 01-0702-5144 | Retirement | 7,000 | 13,000 | 6,000 |
| 01-0703-5144 | Retirement | 125,000 | 240,000 | 115,000 |
| 01-0801-5144 | Retirement | 16,000 | 30,000 | 14,000 |
| 01-0802-5144 | Retirement | 24,000 | 46,000 | 22,000 |
| 01-0804-5144 | Retirement | 11,000 | 21,000 | 10,000 |
| 01-0901-5144 | Retirement | 23,000 | 44,000 | 21,000 |
| 01-0902-5144 | Retirement | 8,000 | 15,000 | 7,000 |
| 01-0903-5144 | Retirement | 25,000 | 48,000 | 23,000 |
| 01-0904-5144 | Retirement | 24,000 | 46,000 | 22,000 |
| 01-0905-5144 | Retirement | 44,000 | 85,000 | 41,000 |
| 01-0906-5144 | Retirement | 17,000 | 32,000 | 15,000 |
| 01-0908-5144 | Retirement | 8,000 | 15,000 | 7,000 |
| Increase in Retirement Expenditures | | 688,000 | 1,317,000 | 629,000 |
| Change in General Fund Balance | | | | 0 |

**Part II: Increase in Retirement Contribution for Sanitation**

| ACCOUNT NO. | DESCRIPTION | ORIGINAL BUDGET | REVISED BUDGET | INCREASE (DECREASE) |
|---|---|---|---|---|
| **SANITATION FUND:** | | | | |
| 12-0000-7045 | Trans from Cap Proj Fund | 0 | 21,000 | 21,000 |
| 12-09-07-5144 | Retirement | 23,000 | 44,000 | 21,000 |
| Change in Fund Balance | | | | 0 |

**Part III: To Increase Miscellaneous Line items in the General Fund**

**GENERAL FUND REVENUES:**

| | | | | |
|---|---|---|---|---|
| 01-0000-4110 | Current Property Taxes | 6,400,000 | 6,450,000 | 50,000 |
| 01-0000-4145 | AUB Electric | 700,000 | 740,000 | 40,000 |
| 01-0000-4165 | Local Sales Tax | 8,800,000 | 9,000,000 | 200,000 |
| 01-0000-4178 | Bus Tax-State Collected | 500,000 | 615,000 | 115,000 |
| 01-0000-4325 | Bldg Licenses & Permits | 50,000 | 140,000 | 90,000 |
| 01-0000-4415 | Housing Authority In Lieu of | 80,000 | 105,000 | 25,000 |
| 01-0000-4450 | State Excise Tax | 40,000 | 65,000 | 25,000 |
| 01-0000-4530 | Grants - Police Dept | 225,000 | 300,000 | 75,000 |
| 01-0000-4910 | Interest Income | 500,000 | 600,000 | 100,000 |
| 01-0000-4915 | Insurance Recoveries | 0 | 25,000 | 25,000 |
| Increase in Revenues | | | | 745,000 |

**GENERAL FUND EXPENDITURES:**

| | | | | |
|---|---|---|---|---|
| 01-0101-5110 | Salaries: Regular | 185,000 | 205,000 | 20,000 |
| 01-0102-5626 | Other Contracts | 7,700 | 9,200 | 1,500 |
| 01-0104-5260 | Legal Services | 50,000 | 90,000 | 40,000 |
| 01-0201-5142 | Group Life and Health Ins | 59,000 | 70,000 | 11,000 |
| 01-0402-5274 | R&M Buildings & Grounds | 25,000 | 35,000 | 10,000 |
| 01-0402-5626 | Other Contracts | 60,000 | 70,000 | 10,000 |
| 01-0402-5710 | Liability Insurance | 8,800 | 58,800 | 50,000 |
| 01-0501-5142 | Group Life and Health Ins | 13,000 | 25,000 | 12,000 |
| 01-0602-6090 | Fixed Assets | 100,000 | 232,000 | 132,000 |
| 01-0603-5142 | Group Life and Health Ins | 62,000 | 85,000 | 23,000 |
| 01-0603-5710 | Liability Insurance | 17,000 | 27,000 | 10,000 |
| 01-0603-6090 | Fixed Assets | 7,000 | 22,000 | 15,000 |
| 01-0701-6090 | Fixed Assets | 0 | 18,000 | 18,000 |
| 01-0702-5142 | Group Life and Health Ins | 200 | 5,200 | 5,000 |
| 01-0703-5142 | Group Life and Health Ins | 205,000 | 235,000 | 30,000 |
| 01-0703-6090 | Fixed Assets | 5,000 | 34,000 | 29,000 |
| 01-0802-5274 | R&M Buildings & Grounds | 47,000 | 100,000 | 53,000 |
| 01-0803-5118 | Salaries: Seasonal | 26,000 | 37,000 | 11,000 |
| 01-0803-5322 | Chemical, Lab & Medical Sup | 8,000 | 10,000 | 2,000 |
| 01-0803-5710 | Liability Insurance | 2,000 | 4,000 | 2,000 |
| 01-0804-5118 | Salaries: Seasonal | 55,500 | 70,000 | 14,500 |
| 01-0804-5294 | Athletic Officials | 13,500 | 18,000 | 4,500 |
| 01-0804-5298 | Program Expenses | 30,000 | 70,000 | 40,000 |
| 01-0901-5142 | Group Life and Health Ins | 25,000 | 36,000 | 11,000 |
| 01-0901-6090 | Fixed Assets | 0 | 16,000 | 16,000 |
| 01-0906-5142 | Group Life and Health Ins | 31,000 | 45,000 | 14,000 |
| 01-0906-5142 | Fixed Assets | 14,000 | 21,000 | 7,000 |
| 01-0908-5240 | Electric | 10,000 | 23,000 | 13,000 |
| 01-0908-5326 | Janitorial Supplies | 3,000 | 8,000 | 5,000 |
| 01-0908-5345 | Vet Supplies | 16,000 | 22,000 | 6,000 |
| 01-0908-5626 | Other Contracts | 7,000 | 14,000 | 7,000 |
| 01-1004-5626 | Other Contracts | 362,000 | 364,500 | 2,500 |
| 01-1101-7270 | Transfer to Conference Ctr | 0 | 120,000 | 120,000 |
| Increase in Expenditures | | | | 745,000 |
| Change in Fund Balance | | | | 0 |

**Part IV: To Transfer Funds from General Fund to Capital Projects Fund for Excess Fund Balance**

| | | | | |
|---|---|---|---|---|
| 01-11-01-7245 | Transfer to Capital Proj Fund | 242,000 | 1,942,000 | 1,700,000 |
| Decrease in Fund Balance in General Fund | | | | 1,700,000 |

**Part V: To Increase Budget for Totes and Dumpsters in Sanitation**

| | | | | |
|---|---|---|---|---|
| 12-0000-4910 | Interest Income | 50,000 | 90,000 | 40,000 |
| 12-09-07-6090 | Fixed Assets | 4,000 | 44,000 | 40,000 |
| Change in Fund Balance | | | | 0 |

**Part VI: To Increase Budget in School Debt Service Fund for Final USDA Funds Received and repayment of $5,000,000 Regions Temporary Financing**

| | | | | |
|---|---|---|---|---|
| 04-0000-7110 | Note Proceeds | 0 | 5,000,000 | 5,000,000 |
| 04-0000-5763 | Retirement of Note | 0 | 5,000,000 | 5,000,000 |
| Change in Fund Balance | | | | 0 |

**AN ORDINANCE TO AMEND THE BUDGET FOR THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2024 THROUGH JUNE 30, 2025**

WHEREAS, the Council for the City of Athens, Tennessee, after much consideration and study of the budget prepared and submitted by the City Manager, approved **Ordinance No. 1128** for the **2024-2025** budget and tax rate for the fiscal year ending **June 30, 2025** and has determined that an amendment is now necessary.

**SECTION 1.**
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ATHENS, TENNESSEE, AS FOLLOWS:**

That the budget is hereby amended based upon the detail listing below showing the original budget, amended budget and increase or decrease in the budget for the current year.

**Part I: Increase in Retirement Plan Contribution with Funds held in Capital**

| ACCOUNT NO. | DESCRIPTION | ORIGINAL BUDGET | REVISED BUDGET | INCREASE (DECREASE) |
|---|---|---|---|---|
| **GENERAL FUND REVENUES:** | | | | |
| 01-0000-7045 | Trans from Cap Proj Fund | 0 | 629,000 | 629,000 |
| Increase in Revenues | | | | 629,000 |
| **GENERAL FUND EXPENDITURES:** | | | | |
| 01-0101-5144 | Retirement | 19,000 | 37,000 | 18,000 |
| 01-0201-5144 | Retirement | 33,000 | 63,000 | 30,000 |
| 01-0301-5144 | Retirement | 15,000 | 29,000 | 14,000 |
| 01-0401-5144 | Retirement | 8,000 | 15,000 | 7,000 |
| 01-0403-5144 | Retirement | 14,000 | 27,000 | 13,000 |
| 01-0501-5144 | Retirement | 15,000 | 29,000 | 14,000 |
| 01-0502-5144 | Retirement | 20,000 | 38,000 | 18,000 |
| 01-0601-5144 | Retirement | 21,000 | 40,000 | 19,000 |
| 01-0602-5144 | Retirement | 150,000 | 288,000 | 138,000 |
| 01-0603-5144 | Retirement | 48,000 | 91,000 | 43,000 |
| 01-0701-5144 | Retirement | 13,000 | 25,000 | 12,000 |
| 01-0702-5144 | Retirement | 7,000 | 13,000 | 6,000 |
| 01-0703-5144 | Retirement | 125,000 | 240,000 | 115,000 |
| 01-0801-5144 | Retirement | 16,000 | 30,000 | 14,000 |
| 01-0802-5144 | Retirement | 24,000 | 46,000 | 22,000 |
| 01-0804-5144 | Retirement | 11,000 | 21,000 | 10,000 |
| 01-0901-5144 | Retirement | 23,000 | 44,000 | 21,000 |
| 01-0902-5144 | Retirement | 8,000 | 15,000 | 7,000 |

| | | | | |
|---|---|---|---|---|
| 01-0903-5144 | Retirement | 25,000 | 48,000 | 23,000 |
| 01-0904-5144 | Retirement | 24,000 | 46,000 | 22,000 |
| 01-0905-5144 | Retirement | 44,000 | 85,000 | 41,000 |
| 01-0906-5144 | Retirement | 17,000 | 32,000 | 15,000 |
| 01-0908-5144 | Retirement | 8,000 | 15,000 | 7,000 |
| Increase in Retirement Expenditures | | 688,000 | 1,317,000 | 629,000 |
| Change in General Fund Balance | | | | 0 |

**Part II: Increase in Retirement Contribution for Sanitation**

**SANITATION FUND:**

| | | | | |
|---|---|---|---|---|
| 12-0000-7045 | Trans from Cap Proj Fund | 0 | 21,000 | 21,000 |
| 12-09-07-5144 | Retirement | 23,000 | 44,000 | 21,000 |
| Change in Fund Balance | | | | 0 |

**Part III: To Increase Miscellaneous Line items in the General Fund**

**GENERAL FUND REVENUES:**

| | | | | |
|---|---|---|---|---|
| 01-0000-4110 | Current Property Taxes | 6,400,000 | 6,450,000 | 50,000 |
| 01-0000-4145 | AUB Electric | 700,000 | 740,000 | 40,000 |
| 01-0000-4165 | Local Sales Tax | 8,800,000 | 9,000,000 | 200,000 |
| 01-0000-4178 | Bus Tax-State Collected | 500,000 | 615,000 | 115,000 |
| 01-0000-4325 | Bldg Licenses & Permits | 50,000 | 140,000 | 90,000 |
| 01-0000-4415 | Housing Authority | 80,000 | 105,000 | 25,000 |
| 01-0000-4450 | State Excise Tax | 40,000 | 65,000 | 25,000 |
| 01-0000-4530 | Grants - Police Dept | 225,000 | 300,000 | 75,000 |
| 01-0000-4910 | Interest Income | 500,000 | 600,000 | 100,000 |
| 01-0000-4915 | Insurance Recoveries | 0 | 25,000 | 25,000 |
| Increase in Revenues | | | | 745,000 |

**GENERAL FUND EXPENDITURES:**

| | | | | |
|---|---|---|---|---|
| 01-0101-5110 | Salaries: Regular | 185,000 | 205,000 | 20,000 |
| 01-0102-5626 | Other Contracts | 7,700 | 9,200 | 1,500 |
| 01-0104-5260 | Legal Services | 50,000 | 90,000 | 40,000 |
| 01-0201-5142 | Group Life and Health Ins | 59,000 | 70,000 | 11,000 |
| 01-0402-5274 | R&M Buildings & Grounds | 25,000 | 35,000 | 10,000 |
| 01-0402-5626 | Other Contracts | 60,000 | 70,000 | 10,000 |
| 01-0402-5710 | Liability Insurance | 8,800 | 58,800 | 50,000 |
| 01-0501-5142 | Group Life and Health Ins | 13,000 | 25,000 | 12,000 |
| 01-0602-6090 | Fixed Assets | 100,000 | 232,000 | 132,000 |
| 01-0603-5142 | Group Life and Health Ins | 62,000 | 85,000 | 23,000 |
| 01-0603-5710 | Liability Insurance | 17,000 | 27,000 | 10,000 |
| 01-0603-6090 | Fixed Assets | 7,000 | 22,000 | 15,000 |
| 01-0701-6090 | Fixed Assets | 0 | 18,000 | 18,000 |
| 01-0702-5142 | Group Life and Health Ins | 200 | 5,200 | 5,000 |
| 01-0703-5142 | Group Life and Health Ins | 205,000 | 235,000 | 30,000 |
| 01-0703-6090 | Fixed Assets | 5,000 | 34,000 | 29,000 |
| 01-0802-5274 | R&M Buildings & Grounds | 47,000 | 100,000 | 53,000 |
| 01-0803-5118 | Salaries: Seasonal | 26,000 | 37,000 | 11,000 |
| 01-0803-5322 | Chemical, Lab & Med | 8,000 | 10,000 | 2,000 |
| 01-0803-5710 | Liability Insurance | 2,000 | 4,000 | 2,000 |
| 01-0804-5118 | Salaries: Seasonal | 55,500 | 70,000 | 14,500 |
| 01-0804-5294 | Athletic Officials | 13,500 | 18,000 | 4,500 |
| 01-0804-5298 | Program Expenses | 30,000 | 70,000 | 40,000 |
| 01-0901-5142 | Group Life and Health Ins | 25,000 | 36,000 | 11,000 |
| 01-0901-6090 | Fixed Assets | 0 | 16,000 | 16,000 |
| 01-0906-5142 | Group Life and Health Ins | 31,000 | 45,000 | 14,000 |
| 01-0906-5142 | Fixed Assets | 14,000 | 21,000 | 7,000 |
| 01-0908-5240 | Electric | 10,000 | 23,000 | 13,000 |
| 01-0908-5326 | Janitorial Supplies | 3,000 | 8,000 | 5,000 |
| 01-0908-5345 | Vet Supplies | 16,000 | 22,000 | 6,000 |
| 01-0908-5626 | Other Contracts | 7,000 | 14,000 | 7,000 |
| 01-1004-5626 | Other Contracts | 362,000 | 364,500 | 2,500 |
| 01-1101-7270 | Transfer to Conference Ctr | 0 | 120,000 | 120,000 |
| Increase in Expenditures | | | | 745,000 |
| Change in Fund Balance | | | | 0 |

**Part IV: To Transfer Funds from General Fund to Capital Projects Fund for Excess Fund Balance**

| | | | | |
|---|---|---|---|---|
| 01-11-01-7245 | Transfer to Capital Proj Fund | 242,000 | 1,942,000 | 1,700,000 |
| Decrease in Fund Balance in General Fund | | | | 1,700,000 |

**Part V: To Increase Budget for Totes and Dumpsters in Sanitation**

| | | | | |
|---|---|---|---|---|
| 12-0000-4910 | Interest Income | 50,000 | 90,000 | 40,000 |
| 12-09-07-6090 | Fixed Assets | 4,000 | 44,000 | 40,000 |
| Change in Fund Balance | | | | 0 |

**Part VI: To Increase Budget in School Debt Service Fund for Final USDA Funds Received and Repayment of $5,000,000 Regions Temporary Financing**

| | | | | |
|---|---|---|---|---|
| 04-0000-7110 | Note Proceeds | 0 | 5,000,000 | 5,000,000 |
| 04-0000-5763 | Retirement of Note | 0 | 5,000,000 | 5,000,000 |
| Change in Fund Balance | | | | 0 |

**SECTION 2.**

**BE IT FURTHER ORDAINED** that all Ordinances, and parts of Ordinances in conflict with this Ordinance shall be, and the same are, hereby repealed and superseded.

**SECTION 3.**

**BE IT FURTHER ORDAINED** that if any section, paragraph, clause, or sentence of this Ordinance shall be held invalid by a Court of competent jurisdiction, such holding shall not affect the remaining sections, paragraphs, clauses, and sentences.

**SECTION 4.**

**BE IT FURTHER ORDAINED** this Ordinance is declared to be an emergency ordinance to take effect from and after its passage.

**FIRST READING:**
**PUBLIC HEARING NOTICE:**
**DATE OF PUBLIC HEARING:**
**SECOND READING:**

ATTEST:

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**

XI. B. FY 2025-26 Proposed Budget
First Reading of Ordinance No. 1141
AN ORDINANCE TO ADOPT A BUDGET AND SET THE TAX RATE ON TAXABLE PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026.

**Overview**

The FY 2025-26 proposed budget was submitted to the City Council on May 2, 2025 and posted on the city's website. On May 6, 2025, the City Council conducted a budget work session to review and discuss the proposed budget. During that meeting, several items were discussed in detail as listed on the attachment.

The proposed budget was reviewed during the May 12, 2025 work session. From that meeting, the attachment has been updated to reflect a $5,000 budget request from the Mid East Tennessee Community Chorus, a $25,000 budget request from the Council Advisory Committee to conduct a citizen satisfaction survey using a nationally recognized company, cost estimates TBD to begin the planning process to extend the Eureka Trail to Market Park, and cost estimates TBD to install a sidewalk on E. Madison from Cook Drive to Dennis Street.

The proposed budget will be reviewed further during the May 20, 2025 regular session with the first reading of the budget ordinance and reviewed further during the June 9, 2025 work session. The budget public hearing, second reading of the budget ordinance, and adoption are scheduled to occur during the June 17, 2025 regular session. If approved, the budget will go into effect on July 1, 2025 until June 30, 2026.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session under New Business for further discussion and consideration.

**Action to Consider**

Discuss the proposed budget and the updated attachment; as well as conduct a first reading of the budget ordinance (attached).

**Affected Departments**

All

**AN ORDINANCE TO ADOPT A BUDGET AND SET THE TAX RATE ON TAXABLE PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ATHENS, TENNESSEE, FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026.**

**WHEREAS**, the Council for the City of Athens, Tennessee, after much consideration and study of the budget prepared and submitted by the City Manager, considers said budget to be in complete detail showing the financial condition of the City for the past fiscal year, and the proposed budget and expenditures for the various departments for the fiscal year beginning **July 1, 2025** through **June 30, 2026**.

**SECTION 1.**

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

That the budget hereto attached and made a part hereof consisting of the following words and figures, be and is hereby adopted as the Budget for the City of Athens, Tennessee, for the Fiscal Year beginning **July 1, 2025** and extending through **June 30, 2026**.

| | Actual 2023-2024 | Estimated 2024-2025 | Proposed 2025-2026 |
|---|---|---|---|
| **GENERAL FUND** | | | |
| GENERAL FUND REVENUES | | | |
| Taxes | 18,619,673 | 18,223,000 | 18,542,000 |
| Intergovernmental Revenue | 3,075,281 | 2,680,000 | 2,808,000 |
| Charges for Services | 377,715 | 227,000 | 276,000 |
| Fines and Forfeits | 113,447 | 100,000 | 100,000 |
| Interest | 813,317 | 500,000 | 550,000 |
| Miscellaneous | 176,331 | 20,000 | 30,000 |
| TOTAL GENERAL FUND REVENUES | 23,175,764 | 21,750,000 | 22,306,000 |
| GENERAL FUND EXPENDITURES | | | |
| ADMINISTRATION | | | |
| City Council | 145,035 | 121,000 | 140,300 |
| City Hall | 277,682 | 200,300 | 220,900 |
| City Manager's Office | 358,141 | 323,800 | 384,400 |
| TOTAL ADMINISTRATION | 780,858 | 645,100 | 745,600 |
| COMMUNITY DEVELOPMENT | | | |
| Administration | 195,401 | 209,700 | 246,300 |
| Cemeteries | 44,497 | 151,700 | 52,200 |
| Codes Enforcement | 326,172 | 389,300 | 396,600 |
| TOTAL COMMUNITY DEVELOPMENT | 566,070 | 750,700 | 695,100 |
| FINANCE | 554,048 | 576,400 | 613,000 |
| FINANCE - PURCHASING | 119,200 | 139,400 | 93,400 |
| FIRE | | | |
| Administration | 215,495 | 231,500 | 245,600 |
| Prevention | 116,385 | 132,800 | 151,600 |
| Suppression | 2,590,426 | 2,883,600 | 3,102,300 |
| TOTAL FIRE | 2,922,306 | 3,247,900 | 3,499,500 |

| | | | |
|---|---|---|---|
| HUMAN RESOURCES | 256,564 | 278,000 | 278,900 |
| | | | |
| INFORMATION TECHNOLOGY | 328,877 | 682,700 | 613,100 |
| | | | |
| PARKS & RECREATION | | | |
| Administration | 221,593 | 250,200 | 240,700 |
| Maintenance | 735,250 | 821,300 | 901,700 |
| Swimming Pools | 65,031 | 50,100 | 61,600 |
| Program Planning | 430,239 | 383,000 | 421,500 |
| TOTAL PARKS & RECREATION | 1,452,113 | 1,504,600 | 1,625,500 |
| | | | |
| POLICE | | | |
| Administration | 411,615 | 337,200 | 353,000 |
| Detectives | 830,860 | 816,500 | 606,600 |
| Patrol | 2,640,295 | 3,118,800 | 3,624,300 |
| TOTAL POLICE | 3,882,770 | 4,272,500 | 4,583,900 |
| | | | |
| PUBLIC WORKS | | | |
| Administration | 408,071 | 407,100 | 444,000 |
| Animal Shelter | 219,688 | 263,800 | 309,300 |
| Fleet Maintenance | 362,493 | 393,200 | 407,200 |
| Street Cleaning | 973,681 | 1,076,300 | 1,077,000 |
| Street Construction | 536,057 | 708,900 | 674,000 |
| Street Maintenance | 1,962,196 | 1,078,400 | 1,106,600 |
| Traffic Control | 221,146 | 373,500 | 372,800 |
| TOTAL PUBLIC WORKS | 4,683,332 | 4,301,200 | 4,390,900 |
| | | | |
| ATHENS CITY SCHOOLS | 2,491,000 | 2,421,000 | 2,421,000 |
| | | | |
| ATHENS UTILITIES BOARD | 511,798 | 530,000 | 530,000 |
| | | | |
| COMMUNICATIONS | 327,748 | 364,300 | 378,000 |
| | | | |
| SPECIAL APPROPRIATIONS | 385,400 | 394,200 | 438,100 |
| | | | |
| TRANSFERS | 4,300,000 | 3,342,000 | 1,400,000 |
| | | | |
| TOTAL GENERAL FUND EXPENDITURES | 23,562,084 | 23,450,000 | 22,306,000 |
| | | | |
| CHANGE IN CASH/FUND BALANCE | (386,320) | (1,700,000) | 0 |
| BEGINNING CASH/FUND BALANCE | 19,240,960 | 18,854,000 | 17,154,000 |
| ENDING CASH/FUND BALANCE | 18,854,640 | 17,154,000 | 17,154,000 |
| ENDING CASH AS A % OF EXPENDITURES | 80.02% | 73.15% | 76.90% |

**DEBT SERVICE FUND-SCHOOLS**

| | | | |
|---|---|---|---|
| DEBT SERVICE FUND REVENUES | | | |
| Interest | 98,411 | 100,000 | 100,000 |
| City Schools Contributions | 700,000 | 700,000 | 700,000 |
| Debt Proceeds | 30,000,000 | 5,000,000 | 0 |
| Transfers | 1,000,000 | 1,000,000 | 1,000,000 |
| TOTAL DEBT SERVICE FUND REVENUES | 31,798,411 | 6,800,000 | 1,800,000 |
| DEBT SERVICE FUND EXPENDITURES | 31,797,954 | 6,815,000 | 1,529,000 |
| CHANGE IN CASH/FUND BALANCE | 457 | (15,000) | 271,000 |
| BEGINNING CASH/FUND BALANCE | 2,800,000 | 2,800,000 | 3,400,000 |
| ENDING CASH/FUND BALANCE | 2,800,457 | 2,785,000 | 3,671,000 |
| ENDING CASH AS A % OF EXPENDITURES | 8.81% | 40.87% | 240.09% |

**DEBT SERVICE FUND-CITY PROJECTS**

| | | | |
|---|---|---|---|
| DEBT SERVICE FUND REVENUES | | | |
| Intergovernmental Revenues | 0 | 0 | 0 |
| Interest | 14,517 | 5,000 | 5,000 |
| Transfers | 400,000 | 400,000 | 400,000 |
| TOTAL DEBT SERVICE FUND REVENUES | 414,517 | 405,000 | 405,000 |
| DEBT SERVICE FUND EXPENDITURES | 380,215 | 386,000 | 381,500 |
| CHANGE IN CASH/FUND BALANCE | 34,302 | 19,000 | 23,500 |
| BEGINNING CASH/FUND BALANCE | 44,923 | 79,000 | 98,000 |
| ENDING CASH/FUND BALANCE | 79,225 | 98,000 | 121,500 |
| ENDING CASH AS A % OF EXPENDITURES | 20.84% | 25.39% | 31.85% |

**SANITATION FUND**

| | | | |
|---|---|---|---|
| SANITATION FUND REVENUES | | | |
| Charges For Services | 1,013,069 | 969,000 | 989,000 |
| Interest | 75,477 | 50,000 | 50,000 |
| Miscellaneous | 267 | 1,000 | 1,000 |
| TOTAL SANITATION FUND REVENUES | 1,088,813 | 1,020,000 | 1,040,000 |
| SANITATION FUND EXPENDITURES | 998,131 | 1,120,000 | 1,239,300 |
| CHANGE IN CASH/FUND BALANCE | 90,682 | (100,000) | (199,300) |
| BEGINNING CASH/FUND BALANCE | 1,500,000 | 1,500,000 | 1,400,000 |
| ENDING CASH/FUND BALANCE | 1,590,682 | 1,400,000 | 1,200,700 |
| ENDING CASH AS A % OF EXPENDITURES | 159.37% | 125.00% | 96.89% |

**CONFERENCE CENTER FUND**

| | | | |
|---|---|---|---|
| CONFERENCE CENTER REVENUES | | | |
| Charges For Services | 41,634 | 40,000 | 40,000 |
| Interest | 0 | 0 | 0 |
| General Fund Contribution | 0 | 120,000 | 0 |
| TOTAL SANITATION FUND REVENUES | 41,634 | 160,000 | 40,000 |
| CONFERENCE CENTER EXPENDITURES | 33,682 | 27,900 | 172,900 |
| CHANGE IN CASH/FUND BALANCE | 7,952 | 132,100 | (132,900) |
| BEGINNING CASH/FUND BALANCE | 30,000 | 35,000 | 165,000 |
| ENDING CASH/FUND BALANCE | 37,952 | 167,100 | 32,100 |
| ENDING CASH AS A % OF EXPENDITURES | 112.68% | 598.92% | 18.57% |

**DRUG FUND**

| | | | |
|---|---|---|---|
| DRUG FUND REVENUES | | | |
| Fines and Forfeits | 36,440 | 20,000 | 30,000 |
| Interest | 5,605 | 0 | 5,000 |
| TOTAL DRUG FUND REVENUES | 42,045 | 20,000 | 35,000 |
| DRUG FUND EXPENDITURES | 1,589 | 34,000 | 35,000 |
| CHANGE IN CASH/FUND BALANCE | 40,456 | (14,000) | 0 |
| BEGINNING CASH/FUND BALANCE | 128,230 | 160,000 | 146,000 |
| ENDING CASH/FUND BALANCE | 168,686 | 146,000 | 146,000 |
| ENDING CASH AS A % OF EXPENDITURES | 10615.86% | 429.41% | 417.14% |

**HOTEL/MOTEL FUND**

| | | | |
|---|---|---|---|
| HOTEL/MOTEL FUND REVENUES | | | |
| Hotel/Motel Tax | 431,520 | 400,000 | 420,000 |
| State Grants | 5,000 | 0 | 10,000 |
| Interest | 23,117 | 10,000 | 0 |
| Third Party Contributions | 5,067 | 0 | 0 |
| TOTAL HOTEL/MOTEL FUND REVENUES | 464,704 | 410,000 | 430,000 |
| HOTEL/MOTEL FUND EXPENDITURES | 262,988 | 410,000 | 563,300 |
| CHANGE IN CASH/FUND BALANCE | 201,716 | 0 | (133,300) |
| BEGINNING CASH/FUND BALANCE | 482,006 | 650,000 | 650,000 |
| ENDING CASH/FUND BALANCE | 683,722 | 650,000 | 516,700 |
| ENDING CASH AS A % OF EXPENDITURES | 259.98% | 158.54% | 91.73% |

**CAPITAL IMPROVEMENT FUND**

| | | | |
|---|---|---|---|
| CAPITAL IMPROVEMENT FUND REVENUES: | | | |
| Grant Funds | 486,298 | 100,000 | 6,308,500 |
| Investment Income | 705,211 | 600,000 | 300,000 |
| Miscellaneous | 24,640 | 25,000 | 25,000 |
| Third Party Contributions | 500,000 | 0 | |
| Transfer From General Fund | 2,900,000 | 1,942,000 | 475,000 |
| TOTAL HOTEL/MOTEL FUND REVENUES | 4,616,149 | 2,667,000 | 7,108,500 |
| | | | |
| CAPITAL EXPENDITURES | 1,935,108 | 3,028,500 | 16,525,000 |
| | | | |
| CHANGE IN CASH/FUND BALANCE | 2,681,041 | (361,500) | (9,416,500) |
| BEGINNING CASH/FUND BALANCE | 12,467,331 | 15,000,000 | 14,500,000 |
| ENDING CASH/FUND BALANCE | 15,148,372 | 14,638,500 | 5,083,500 |
| ENDING CASH AS A % OF EXPENDITURES | 782.82% | 483.36% | 30.76% |

**FLEET MANAGEMENT FUND**

| | | | |
|---|---|---|---|
| FLEET MANAGEMENT FUND REVENUES | | | |
| Fleet Charges | 1,183,900 | 1,270,900 | 1,279,900 |
| Interest | 425,439 | 300,000 | 200,000 |
| Gain on Sale of Assets | 32,005 | 60,000 | 20,000 |
| TOTAL HOTEL/MOTEL FUND REVENUES | 1,641,344 | 1,630,900 | 1,499,900 |
| | | | |
| FLEET FUND PURCHASES | 573,834 | 686,703 | 706,000 |
| | | | |
| CHANGE IN CASH/FUND BALANCE | 1,067,510 | 944,197 | 793,900 |
| BEGINNING CASH/FUND BALANCE | 6,000,000 | 6,500,000 | 7,400,000 |
| ENDING CASH/FUND BALANCE | 7,067,510 | 7,444,197 | 8,193,900 |
| ENDING CASH AS A % OF EXPENDITURES | 1231.63% | 1084.05% | 1160.61% |

**SECTION 2.**

**BE IT FURTHER ORDAINED** that the budget hereto attached and made a part hereof consisting of the following words and figures, be and is hereby adopted as the Budget for the Athens City Schools, for the Fiscal Year beginning **July 1, 2025** and extending through **June 30, 2026**, as approved by the Athens City Board of Education:

| | General Purpose Fund | Federal Projects Fund | Food Service Fund | Total All Funds |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Local Taxes | 6,379,000 | 0 | 0 | 6,379,000 |
| Charges for Services | 305,625 | 0 | 54,000 | 359,625 |
| Other Local Revenues | 188,200 | 0 | 67,200 | 255,400 |
| State Education Funds | 13,107,168 | 0 | 12,500 | 13,119,668 |
| Federal Funds received through State | 0 | 1,544,648 | 1,434,587 | 2,979,235 |
| Other Sources | 1,000 | 0 | 0 | 1,000 |
| **Total estimated revenues** | 19,980,993 | 1,544,648 | 1,568,287 | 23,093,928 |
| | | | | |
| **Expenditures:** | | | | |
| Regular Instruction | 10,083,381 | 523,718 | 0 | 10,607,099 |
| Special Education | 1,257,900 | 511,993 | 0 | 1,769,893 |
| Vocational Education Program | 37,729 | 0 | 0 | 37,729 |
| Student Body Education | 17,449 | 0 | 0 | 17,449 |

| | | | | |
|---|---|---|---|---|
| **Support Services:** | | | | |
| Attendance | 44,937 | 0 | 0 | 44,937 |
| Health Services | 361,457 | 0 | 0 | 361,457 |
| Other Student Support | 473,139 | 162,312 | 0 | 635,451 |
| Regular Instruction | 989,451 | 223,490 | 0 | 1,212,941 |
| Special Education | 106,773 | 115,385 | 0 | 222,158 |
| Vocational Education Program | 0 | 0 | 0 | 0 |
| Education Technology | 275,326 | 0 | 0 | 275,326 |
| Board of Education | 1,006,607 | 0 | 0 | 1,006,607 |
| Office of Superintendent | 240,299 | 0 | 0 | 240,299 |
| Office of Principal | 1,202,241 | 0 | 0 | 1,202,241 |
| Fiscal Services | 238,597 | 0 | 0 | 238,597 |
| Human Services/Personnel | 144,298 | 0 | 0 | 144,298 |
| Operation of Plant | 1,196,956 | 0 | 0 | 1,196,956 |
| Maintenance of Plant | 298,298 | 0 | 0 | 298,298 |
| Transportation | 706,849 | 7,750 | 0 | 714,599 |
| **Non-Instructional Services:** | | | | |
| Food Service | 7,190 | 0 | 1,568,287 | 1,575,477 |
| Community Services | 382,106 | 0 | 0 | 382,106 |
| Early Childhood Education | 845,008 | 0 | 0 | 845,008 |
| Regular Capital Outlay | 140,000 | 0 | 0 | 140,000 |
| Other Uses (Transfers) | 0 | 0 | 0 | 0 |
| **Total expenditures** | 20,055,991 | 1,544,648 | 1,568,287 | 23,168,926 |
| Change in cash/fund balance | (74,998) | 0 | 0 | (74,998) |
| Beginning cash/fund balance | 8,500,000 | 0 | 965,000 | 9,465,000 |
| Ending cash/fund balance | 8,425,002 | 0 | 965,000 | 9,390,002 |
| Ending cash as a % of expenditures | 42.01% | 0.00% | 61.53% | |

**SECTION 3.**

**BE IT FURTHER ORDAINED** that the taxes provided by Chapter 387 of the Public Acts of 1971 known as the Business Tax Act, as amended, are hereby enacted, ordained and levied on the businesses, business activities, vocations or occupations carried on in the City of Athens, Tennessee, at the rates and in the manner prescribed by said Act; also, the tax on the gross sales of beer sold within the corporate limits of the City of Athens, Tennessee, as provided by Chapter 76 of the Public Acts of Tennessee, as amended, for the **fiscal year 2025-2026**.

**SECTION 4.**

**BE IT FURTHER ORDAINED** that the authority of municipalities to assess and collect certain privilege and license taxes is based upon the population of municipalities according to the **Federal Census of 2020** on a graduated basis or any subsequent Federal Census or other census authorized by and certified to the Federal Government by the Tennessee State Planning Commission, whichever is latest. It is therefore, declared by the Council for the City of Athens that the official census for Athens, Tennessee, is **14,084**. The levy and collections are only to the extent not repealed by Chapter 387 of the Public Acts of 1971.

**SECTION 5**.

**BE IT FURTHER ORDAINED** that the City Manager or his Assistant shall collect a fee on all business licenses sold in accordance with applicable state law and said fee shall be turned over to the City for General Fund purposes. The Tennessee Department of Revenue will receive business tax payments under the Business Tax Act and the Director of Finance shall coordinate with the Tennessee Department of Revenue regarding the City receiving its appropriate share of business taxes collected pursuant to this ordinance.

**SECTION 6.**

**BE IT FURTHER ORDAINED** that the tax rate for the year **2025-2026** be and is hereby fixed at **$1.0078** on each ONE HUNDRED DOLLARS ($100.00) assessed value of taxable property located within the corporate limits of the City of Athens, Tennessee.

**SECTION 7.**

**BE IT FURTHER ORDAINED** that refuse collection and disposal charges for fiscal year **2025-2026** is hereby fixed as follows: small professional, commercial or business establishments operating within the City of Athens shall pay a minimum fee of **$9.50** per month; large professional, commercial or business establishments operating within the City of Athens shall pay a minimum fee of **$28.50** per month; all residences within the City of Athens shall pay a minimum fee of **$9.50** per month.

**SECTION 8.**

**BE IT FURTHER ORDAINED** that the Mayor and City Manager, by appropriate authorization may borrow upon tax anticipation notes such sums or sum of money as may be necessary to defray current operating expenses, provided however, that such notes shall bear interest at a rate not to exceed one (1%) percent in excess of prime interest rates set by New York Banks and shall not be borrowed for a period longer than the current fiscal year and said sums shall not exceed fifty percent (50%) of the annual tax levy as set out in Section 5 of the Corporate Powers of the Charter of the City of Athens, Tennessee, said interest to be exempt from all Federal, State, and Municipal taxation.

**SECTION 9.**

**BE IT FURTHER ORDAINED** that if for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with Section 6-56-210, Tennessee Code Annotated provided sufficient revenues are being collected to support the continuing appropriations. Approval for a continuation budget will be requested from the Director of the State and Local Finance Division in the Office of the Comptroller of the Treasury if any indebtedness is outstanding.

**SECTION 10.**

**BE IT FURTHER ORDAINED** that all Ordinances, and parts of Ordinances in conflict with this Ordinance shall be, and the same are, hereby repealed and superseded.

**SECTION 11.**

**BE IT FURTHER ORDAINED** that if any section, paragraph, clause, or sentence of this Ordinance shall be held invalid by a Court of competent jurisdiction, such holding shall not affect the remaining sections, paragraphs, clauses, and sentences.

**SECTION 12.**

**BE IT FURTHER ORDAINED** in that the fiscal year begins on **July 1, 2025**, and time is of the essence, therefore, this Ordinance is declared to be an emergency ordinance to take effect from and after its passage.

**FIRST READING:**
**PUBLIC HEARING NOTICE:**
**DATE OF PUBLIC HEARING:**
**SECOND READING:**

ATTEST:

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

# Budget Work Session
# FY 2025-26

**Councilmember Sherlin** requested change: Use the term **"Actual"** instead of **"Audited"** in all references to General Fund Expenditures for clarity and accuracy.

**Councilmember Duggan** requested correction: **3%** not **$0** Alcohol Beverage Fee Schedule Credit Card Convenience Fee

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## General Fund

**Councilmember Sherlin Feedback**

- Transfer to the Hotel/Motel Fund:
  - Athens Area Council for the Arts – $12,000
  - McMinn County Living Heritage Museum – $6,000
- Reduce Sister City Program funding from $20,000 to $10,000.
- Economic Development (01-0101-5940): Expressed concern regarding the value of services from Tennessee Retail Alliance (TRA) "*No Bang for the Buck*". (see attachment)
- Estimate cost to add:
  - Three (3) Fire Department employees
    - $150,000 for salary/benefits and $80,000 for required gear for a total of $230,000
  - One (1) Information Technology employee
    - $70,000 for salary/benefits
- Market Park Concept Plans – Requested a review at the May Work Session. (see attachment)
- Requests for Information:
  - Invoices from City Attorney (previously distributed)
  - Requested data on the number of cities TRA currently serves. (see attachment)

**City Manager Feedback**

- David Brown Videography Services – Will not contract David Brown for Beer Board or Council Meetings for FY26.

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# Budget Work Session
# FY 2025-26

## Hotel/Motel Fund

**Councilmember Sherlin Feedback**

- Add benches along walkways specifically Cook Drive and Veterans Park walking track

**Mayor Eaton Feedback**

- Budget Adjustment:
  - 01-0107-5250 may require an increase due to additional lighting at Exit 52 and Hammermill Road to Ingleside Avenue
- Market Park Improvements: Recommends using bollards instead of curbs to enhance access to the green space and pavilion.

---

## Capital Improvement Fund

**Councilmember Sherlin Feedback**

- Continue pursuing grant funding for Fire Station #3.

**City Manager Feedback**

- Proposed transfer of resources:
  - $9.4 million from Capital Projects Fund reserves
  - 5% from General Fund
- This approach aims to fund several initiatives while preserving a 75% reserve threshold.

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## Sanitation Fund

**Councilmember Sherlin Feedback**

- Opposes treating this fund as a business enterprise.

**City Manager Feedback**

- A transfer from fund reserves will be required to support operational needs.

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## Fee Schedule

# Budget Work Session
# FY 2025-26

**Community Development Director Feedback**

- Introduce an Annexation Fee to cover city service extension costs. ($500 Annex Fee + $500 Zoning)

**Mayor Eaton Feedback**

- Increase Electrical / Plumbing / Mechanical License Fee:
    - from $25 to more than the proposed $35

**Councilmember Sherlin Feedback:**

- Opposes proposed $50 increase to Cemetery Fee for City Resident Property Owners.
    - Mayor Eaton stressed the need to address long-term viability of the Cemetery Trust Fund.
- Recommends updating the tournament fee schedule if artificial turf is installed.
- Concern that $75 Little League / Youth Basketball fees may not be affordable for low-income families.
    - The Parks and Recreation Director does allow waivers if a written request is submitted.

---

## May 12, 2025 Work Session Requests

- $5,000 budget request from the Mid East Tennessee Community Chorus

- $25,000 budget request from the Council Advisory Committee to conduct a citizen satisfaction survey using a nationally recognized company

- Cost estimates TBD to begin the planning process to extend the Eureka Trail to Market Park

- Cost estimates TBD to install a sidewalk on E. Madison from Cook Drive to Dennis Street.

# TENNESSEE RETAIL ALLIANCE


MTAS Municipal Technical Advisory Service
INSTITUTE for PUBLIC SERVICE

## *What is the Tennessee Retail Alliance?*

Tennessee cities are the economic engine of our state. For many communities, sales tax is the predominant revenue stream to provide services to the citizens of Tennessee. MTAS's new Tennessee Retail Alliance will provide a vehicle to assist communities in promoting economic development through retail recruitment, to increase jobs and increase their sales tax revenue.

Because MTAS strives to improve the lives of Tennesseans by providing the best customer service to our cities, we have identified a need for additional support for cities and towns as they work on retail recruitment efforts. The Tennessee Retail Alliance will be created to address this need.

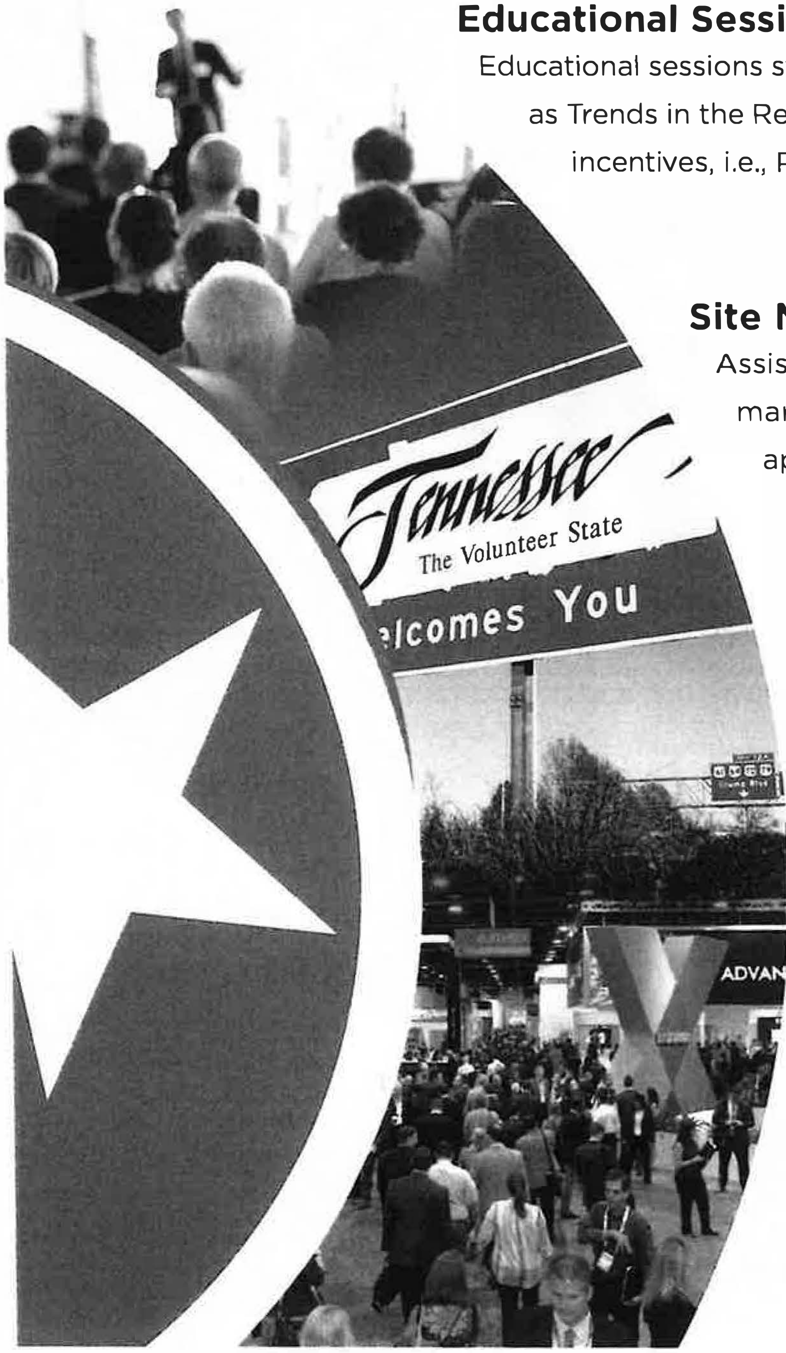
The Tennessee Retail Alliance will take a three-tiered approach in supporting municipal retail recruitment:

* Education, including assistance with the Tennessee Retail Academy benchmarks,
* Assistance with identifying and marketing properties with selected property management software technology, and
* Provide marketing at relevant regional and national events.

The TRA will hold a 501 (c) (6) status, maintain annual membership dues and appoint a board of directors to create a vision and direction for the organization including incorporation and by-laws.

The TRA will be recruiting founding members for the organization. These members will believe strongly in this cause for their community and the State. Early on, the founding board guides the nonprofit as it organizes as a not-for-profit corporation and applies to the IRS for tax-exempt status. Being on a founding board is hard work, so members need to be willing to give a certain amount of time and energy to the organization.

# Overview of Programs




## Educational Sessions

Educational sessions state-wide on topics such as Trends in the Retail Industry and economic incentives, i.e., PILOTs and TIFs.

## Site Marketing

Assistance with identifying and marketing properties (up to three approved sites).

## ICSC Conferences

Marketing and booth space at Innovating Commerce Serving Communities events including the TN Idea Exchange, the ICSC Southeast Regional Conference and RECon in Las Vegas, NV which has the largest show floor in the industry for deal making.


## Educational Benefits

* Help identify areas where additional training or assistance is needed
* Classes and workshops in each region of the state:
  - Trends in retail development taught by industry professionals
  - Local developer panels
  - Tennessee Department of Economic and Community Development professionals
  - Case studies

## Identifying & Marketing Properties

* Assist with property information
* Be a point of contact for developers or brokers to obtain marketing materials for communities across the State
* Assist communities in creating reports and data for identified properties, radius rings, drive times, etc.
* Uploading accurate and appropriate data on a selected property management software

## ICSC Conferences

* Represent your community in the Tennessee Retail Alliance at the ICSC events
* Provide space to meet with retail representatives at ICSC events
* Develop the interest of the shopping center industry in your community to promote development prospects

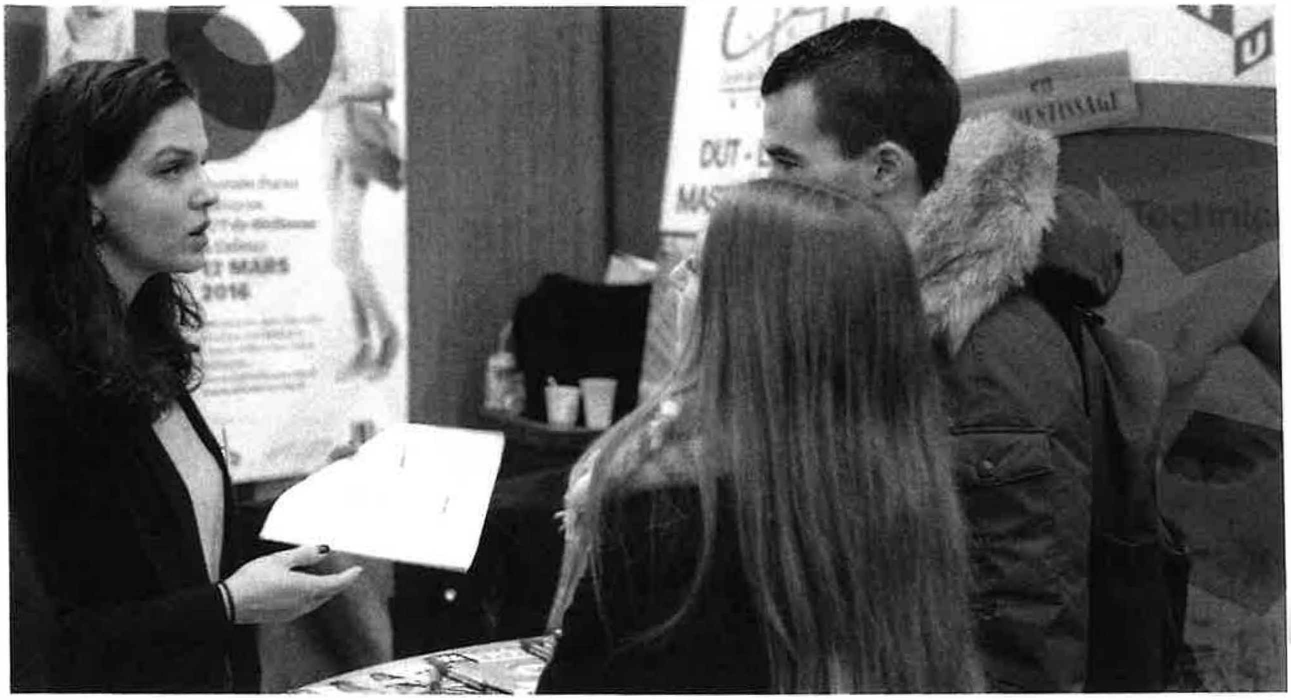
## Membership Categories & Dues

Membership Categories are based on population. Cities located in distressed counties will be reviewed on a case by case basis.

| City Population* | Annual Dues** | Number of Cities in State, in Dues Category |
|---|---|---|
| Under 2,000 | $1,000 | 179 |
| 2,001 - 5,000 | $1,500 | 70 |
| 5,001 - 10,000 | $3,000 | 39 |
| 10,001 - 20,000 | $5,000 | 24 |
| 20,001 and Up | $7,500 | 30 |

* High volume tourist numbers may be included in population numbers.

** Annual dues for cities located in distressed counties may vary: Lake, Lauderdale, Hardeman, McNairy, Perry, Wayne, Jackson, Clay, Grundy, Bledsoe, Fentress, Morgan, Scott, Hancock and Cocke counties.



## Partnership with TN Economic & Community Development

The Tennessee Retail Alliance will partner with the Tennessee Department of Economic and Community Development and Retail Strategies, a national retail advisory firm, to assist municipalities achieve their retail development goals.

The Tennessee Retail Alliance will provide additional educational events.

The Tennessee Retail Alliance will work to ensure your success in your efforts to strengthen your community through retail development.

## ICSC Events

Tennessee Retail Alliance members will be represented at these events as a benefit of membership.

* TN/ Idea Exchange Events
* Southeast Conference and Deal Making
* RECon (Las Vegas, NV)

# Power-in-Numbers

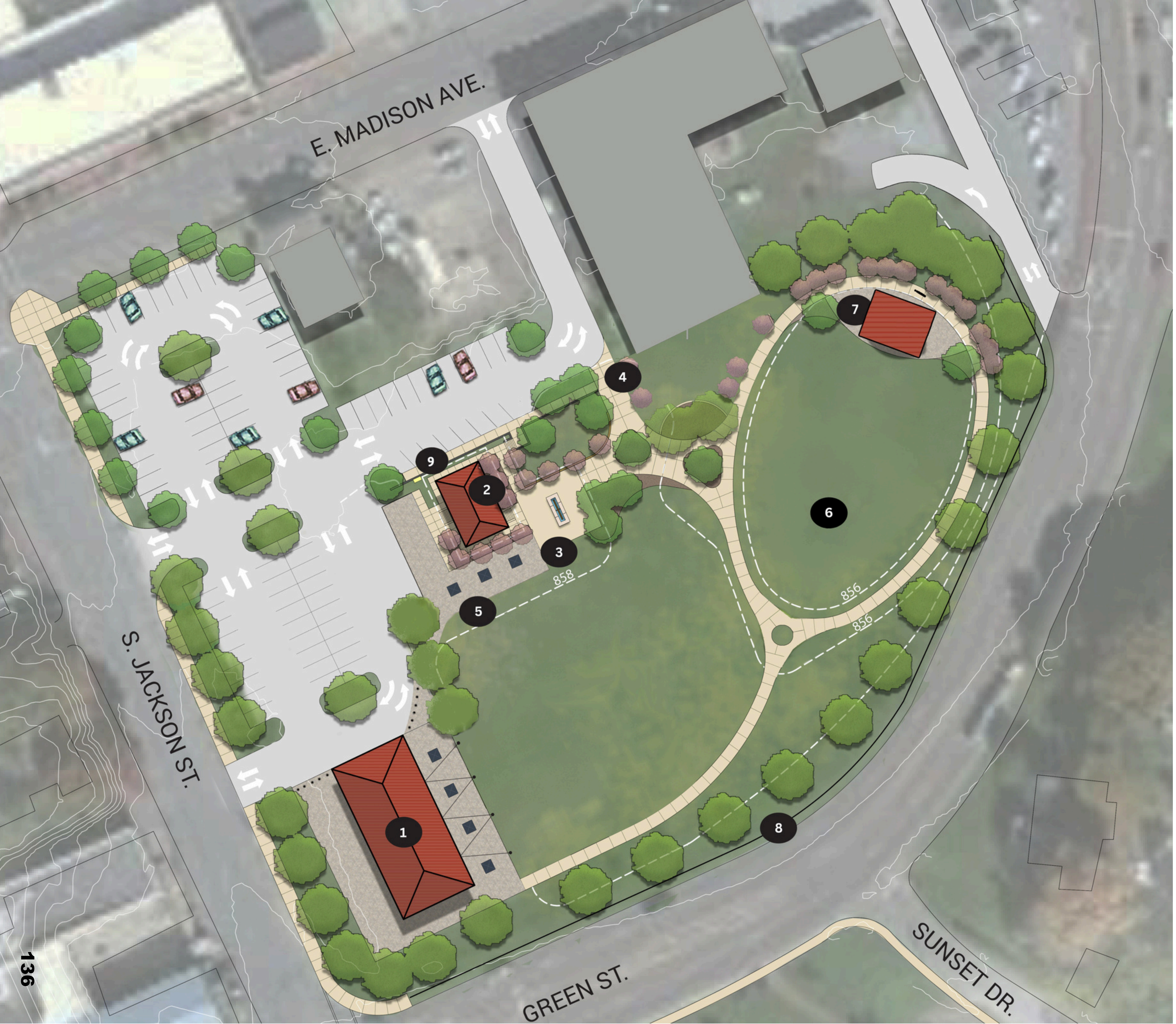
Unlike industrial recruitment, in retail recruitment one location is not the answer—multiple buildable sites are approved regionally. Identifying and marketing multiple suitable properties statewide makes it much easier for developers to identify potential expansion areas.

***Join the Tennessee Retail Alliance today and put your community on the retail map!***

## Contact Us

If you are interested in joining TRA or in becoming a founding member of the TRA, please contact MTAS for more information.

**Angie Carrier, Management & Finance Program Manager**
1610 University Ave. | Knoxville, TN 37921
Phone: 865-974-9063
Email: angie.carrier@tennessee.edu




ATHENS, TENNESSEE

# MARKET PARK

CONCEPT DESIGN 2025

## LEGEND

1. Market Pavilion with Seating and Lighting
2. Public Restrooms
3. Water Feature
4. Accessibility Entrance
5. Plaza with Seating
6. Amphitheater Lawn
7. Amphitheater
8. Additional Arborist implementation for Sound Control
9. E.V. Chargers

N

SCALE 1"-40'

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**
XI. C. Bid Award of RFB 25-07 to Demolish North City School

**Overview**
Demolishing North City School has been discussed for some time.

- During the December 9, 2024 work session, the Council discussed disposing of North City School.
- During the December 17, 2024 regular session, a majority of Council voted to demolish North City School.
- During the January 13, 2025 work session, this topic was requested to be reconsidered during the January 21, 2025 regular meeting.
- During the January 21, 2025 regular session, the motion to reconsider failed on a 2-2 vote.
- During the February 10, 2025 work session, this topic was requested to be reconsidered during the February 18, 2025 regular session.
- During the February 18, 2025 regular session, the motion to reconsidered failed.

With the project approved, and before the demolition project could begin, city staff obtained a hazardous material survey of the property to include in the bid document to notify prospective bidders of the magnitude of hazardous materials that were in the building per EPA requirements. Based on that report, asbestos was found in the black mastic glue under the interior floor coverings throughout the building, around sink undercoating, in several fire rated doors, and on portions of the roof.

Bid documents were prepared and distributed. On the bid deadline date of April 29, 2025, ten responses were received. Attached are maps of the demolition areas including the Alternate #1 area, memorandum from the Purchasing Assistant, bid tabulation sheet, and vendor contract. Unfortunately, seven bidders were disqualified for a variety of reasons including missing items that were requested in the bid, not having proper licenses, and lack of signatures, among other issues. The City Attorney was consulted to confirm these disqualifications.

Based on the remaining three bids, the lowest and most responsive bidder was E. Luke Green Company (Strawberry Plains, TN) with a base bid of $298,970 and an add-alternate of $28,000 for a total bid of $326,970.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session under New Business for further discussion and consideration.

**Action to Consider**
If approved, a motion, second, and vote are needed to award this bid to E. Luke Green Company, the lowest and most responsive bidder, to demolish North City School for a bid amount of $326,970 and 180 days to complete the project. This expense ($250,000) has been included in the upcoming FY 2025-26 Capital Improvement Fund budget but will be revised to $326,970 + 10% contingency ($33,000) to fund unforeseen items if needed.

# PURCHASING DEPARTMENT
## MEMORANDUM

**To:** Mike Keith, Finance Director

**From:** Angela Robbins, Purchasing Assistant

**Date:** May 5, 2025

**Re:** RFB 25-07 North City School Demolition

The bids for the demolition of North City School were opened on April 29, 2025. The bid process attracted ten bidders. After thorough evaluation, seven (7) bidders were eliminated due to timing errors, omissions, and failure to submit requisite documents. The city attorney, Christopher M. Caldwell, reviewed the Bid Instructions & Addendums and confirmed the elimination of the following companies:

**Attorney's Response**:
"After further review of the Bid Instructions & Addendums on North City School, including review of several bid packets reflecting timing errors, omissions and the like from several contractors, I agree that the following companies/contractors missed the bid deadline, or failed to submit requisite docs and should be eliminated from consideration:

1. EAI, Inc
2. 5 Star, LLC
3. TOA, LLC
4. Dore & Assoc
5. John Paul Greene
6. Freedom Rolloffs LLC

Thanks,
Chris
Christopher M. Caldwell – Managing Partner"

I eliminated one more contractor after seeking Chris' advice, Ritter & Paratore Contracting, Inc, as they were missing their disposal plan.

Based on the evaluation, I recommend awarding the contract to E. Luke Greene Company, Inc for a bid amount of $298,970. Additionally, I propose accepting the alternate bid of $28,000 for the demolition of the tennis courts, basketball court, concrete slab between the basketball court and baseball fence, and the removal of the fence at the backside of the property.

The Bid Tabulation is attached for review.

# PURCHASING DIVISION
## BID TABULATION SHEET

**REQUESTING DEPARTMENT:** ADMINISTRATION

**BID NUMBER:** 25-07

**PROJECT NAME:** NORTH CITY SCHOOL DEMOLITION

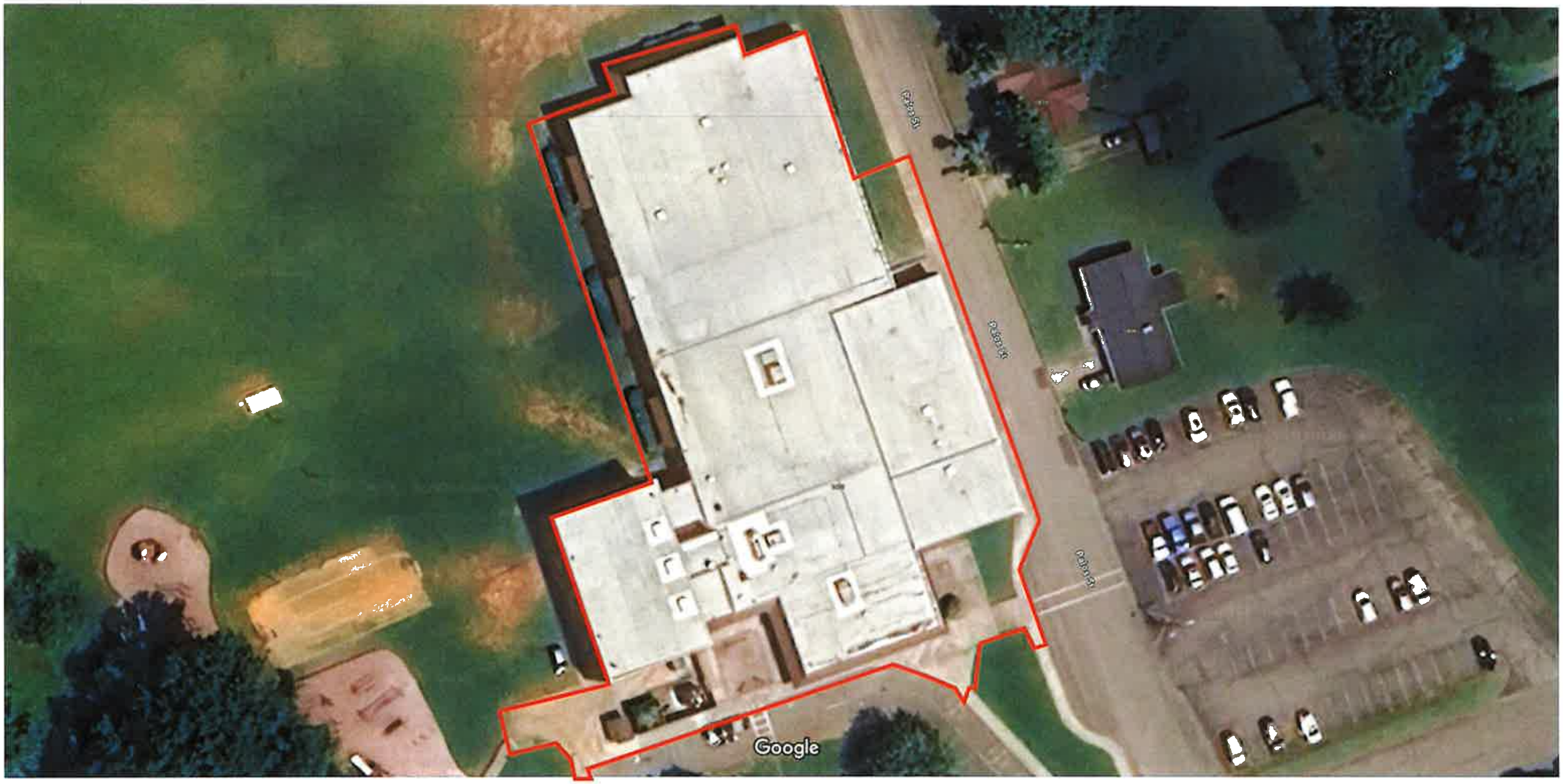
**DATE BIDS ADVERTISED:** Wednesday, March 26, 2025

**DATE BIDS RECEIVED:** Tuesday, April 29, 2025

| BIDDER | CITY | License | BID BOND | ADDENDUM | TERMS | AFF. OF COMPLIANCE | DRUG FREE | NO CONTACT | NON-COLLUSION | INSURANCE | LICESNED ABATEMENT | Total Bid | Alternate | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| McKinney Excavating, Inc | Athens | TN Cont. Lic. | Y | Y | Y | Y | Y | Y | Y | Y | Y (Contr.) | $589,000.00 | $21,300.00 | |
| Taff and Frye Company, Inc. | Bristol | TN Cont. Lic. | Y | Y | Y | Y | Y | Y | Y | Y | Y (Self) | $344,400.00 | | |
| E. Luke Greene Company, Inc. | Strawberry Plains | TN Cont. Lic. | Y | Y | Y | Y | Y | Y | Y | Y | Y (Self) | $298,970.00 | $28,000.00 | |
| Environmental Abatement Inc. | Lenoir City | TN Cont. Lic. | Y | N | Y | Y | Y | Y | Y | Y | Y (Self) | $236,000.00 | $1,000.00 | DQ - Missing Forms and Disposal Plan missing |
| 5 Star Contracting Services LLC | Franklin | TN Cont. Lic. | Y** | N | Y | Y | Y | Y | Y | Y | * | $299,775.00 | | **DQ-Bid Bond not signed<br>*Abatement Contractor License not provided and missing forms |
| Ritter & Paratore Contracting, Inc | Utica | TN Cont. Lic. | Y | Y | Y | Y | Y | Y | Y | Y | Y (Self) | $379,000.00 | $12,000.00 | DQ - Disposal Plan missing |
| TOA, LLC | Norcross | TN Cont. Lic. | Y | Y | Y | Y | Y | Y | Y | Y | * | $197,000.00 | $7,500.00 | *DQ-Abatement Contractor License not provided and Disposal Plan missing |
| Dore & Associates, Inc. | Bay City | Other States Lic. | Y | N | Y | Y | Y | Y | Y | Y | Y (Self) | $400,100.00 | | DQ - Missing Forms and Disposal Plan missing |
| John Paul Greene Building Contractor | McDonald | TN Cont. Lic. | N** | Y | Y | Y | Y | Y | Y | Y | Y (Contr.) | $190,100.00 | | **DQ - No Bid Bond and Disposal Plan missing |
| Freedom Rolloffs LLC | McDonald | TN Cont. Lic.*** | Y** | Y | Y | Y | Y | Y | Y | Y | Y (Contr.) | $188,500.00 | | ** DQ - Bid Bond not signed and was a copy, not an original<br>***Home Improvement License only |

Google Maps

Palos St




Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Demo Area within Red Box

Google Maps Palos St


Imagery ©2025 Airbus, Map data ©2025 Google 20 ft

Demo Areas within Red Boxes

Note: Demo Sign on Adjacent Property Across Palos Street Not Shown on this page.

Google Maps

Palos St


Map data ©2025 , Map data ©2025 Google 20 ft

Demo Areas within Red Boxes

This Sheet Comprises Alternate #1

# CONTRACT

**THIS CONTRACT,** or "Agreement," entered into this ____________ day of ____________________, 2025,

by and between the City of Athens, TN, a municipal corporation, hereinafter called the "City", and E. Luke Greene Company, Inc., the successful bidder via competitive sealed responses, hereinafter called the "Contractor".

## W I T N E S S E T H

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

This contract is established to engage a qualified company to manage the salvage and demolition of North City School. The selected contractor will first salvage any usable materials from the building to help reduce overall costs for the city. Following the salvage operations, the contractor will proceed with the safe demolition of the building and associated structures.

### 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 ______________________________ to ______________________________.

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 ofthe 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 #25-07 North City School Demolition
b. Contractor's written response

## ARTICLE 14. ADDITIONAL ITEMS

Addendum #1 - April 9, 2025
Addendum #2 - April 11, 2025

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

CONTRACTOR

CITY OF ATHENS, TENNESSEE

E. Luke Greene Company, Inc.
Company Name

BY ______________________________
Mayor

BY ______________________________
Authorized Officer

Attest:

______________________________
City Manager

______________________________
Title

**Agenda Item**

XI. D. Allen & Hoshall Proposed Feasibility Design Services for Athens City Hall Renovation and Public Service Complex Facility

**Overview**

City hall conditions, capacity, new construction, 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. 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 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 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 for further discussion.

During the April 15, 2025 regular session, the majority of the city council voted to "authorize the City Manager to engage architects Allen & Hoshall to design plans and refine cost estimates for an annex and renovation to the current city hall."

After that vote, it was discovered that the NE corner of the city-owned property proposed for the annex was under a 2009 joint venture agreement with the YMCA for parking until April 2029 and not available to use.

However, to keep in concert with the City Council's directive of April 15, 2025, alternative plans were devised. One option could be to construct a detached Public Safety Complex consisting of Fire and Police Departments on the existing city hall campus (concept plan is attached). Stiles Street is just city property and not a part of the official city street system. Another option could be to expand city hall by adding expansions to both sides of the building with one side being administrative offices/IT offices/Council Chambers and the other side being police and fire expansion areas (concept plan is attached).

Also attached is Allen & Hoshall's proposal to facilitate a planning process with the City Council and city staff to 1) renovate the existing city hall and 2) expand the existing city hall to increase capacity for many years to come. The outcome of this initial phase would be a conceptual floor plan of departmental configurations, exterior façade renderings, a report on existing building systems and necessary improvements, and probable costs. The cost of this phase is $40,000 and will take about two months to complete. After the completion and acceptance of this phase by the City Council, the second phase, if approved, will consist of completion of the schematic design, design development, construction documents, bidding assistance, and construction administration. The cost of this second phase would be 8% of the construction cost and would take about 18-24 months to complete. The funding source for this project would use a combination of the remaining General Obligation Bond, Series 2021 funds ($1,192,000) and new debt. Below are estimated cost of the expansion and renovation.

Following discussion during the May 12, 2025 work session, the consensus was to place this item on the May 20, 2025 regular session under New Business for further discussion and consideration.

**Action to Consider**

If approved to continue, a motion, second, and vote are needed to authorize Allen Hoshall Architects to conduct Phase I of the city hall project for a cost of $40,000 and if approved, conduct Phase II of the city hall project for a cost of 8% of the final construction cost. Only the replacement HVAC system ($580,000) is included in the upcoming FY 2025-26 budget.

**Affected Departments**

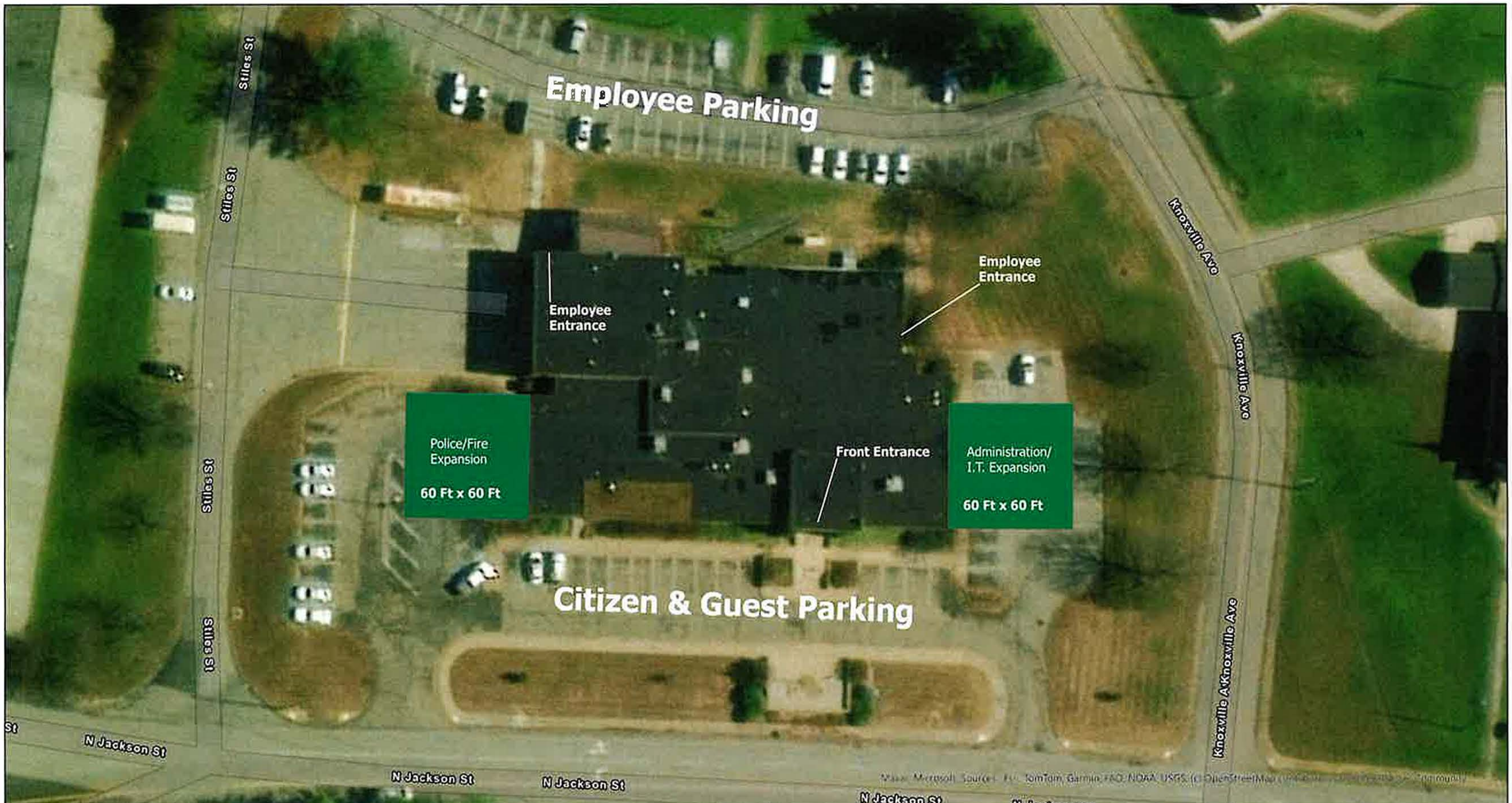
All

## Revised Estimated Construction Cost

| Estimated Cost to Expand City Hall | Estimated Cost |
|---|---|
| Architect Design Fees Including Programming, Schematic Design, Design Development, Construction Documents, Civil Engineering, Bidding Assistance, and Construction Administration to Construct a 7,200 S.F. Expansion | $260,000 |
| Expansion Cost @ $450 per S.F. Including Site Work | $3,240,000 |
| City Permit Fee | $2,000 |
| 10% Contingency | $324,000 |
| **Total Estimated Expansion Cost** | **$3,826,000** |
| **Estimated Cost to Renovate the Existing City Hall** | **Estimated Cost** |
| Architect Design Fees Including Programming, Schematic Design, Design Development, Construction Documents, Civil Engineering, Bidding Assistance, and Construction Administration to Renovate the Existing 20,000 S.F. City Hall | $320,000 |
| Renovation Cost @ $200 per S.F. | $4,000,000 |
| City Permit Fee | $2,000 |
| 10% Contingency | $400,000 |
| **Total Estimated Renovation Costs** | **$4,722,000** |

| | |
|---|---|
| **Grand Total Estimated Cost** | **$8,548,000** |


City Hall Expansion




0 25 50 100 150 200 Feet

City Hall Expansion

Allen&Hoshall
5746 Marlin Road, Suite 100
Chattanooga, Tennessee 37411
Office 423.892.1203
www.allenhoshall.com

**May 9, 2025**

Randall Dowling, City Manager
City of Athens, Tennessee
815 N. Jackson Street
Athens, TN 37303

**RE: Proposed Feasibility Design Services for Athens City Hall Renovation and Public Safety Complex Facility**

Dear Mr. Dowling,

Allen & Hoshall is pleased to submit this proposal to provide facility feasibility design services for the Athens City Hall Renovation and proposed Public Safety Complex Facility located at 815 N Jackson St., Athens, Tennessee.

## Project Understanding

The City of Athens, Tennessee has identified a need to address improvements to the current Athens City Hall and Public Safety Complex Facility for potential department relocation. The study will incorporate relocation of potential department offices to the proposed Public Safety Complex Facility as well as renovation and relocation of offices in the existing City Hall structure to better utilize and renovate the existing City Hall facility.

The existing Athens City Hall facility is a structure which was constructed in 1970 and is in need of updating and assessment of its building systems, public and private access, departmental sizing and layout and overall facility renovation. The original structure has approximately 22,000 SF on the main level which is currently occupied. The departmental areas previously identified currently include: Public Common Area – 1310 SF, Human Resources- 500 SF, Administration Offices – 1030 SF, Meeting/ Council Rooms – 2800 SF, Finance – 1490 SF, Parks & Rec – 725 SF, Communications – 1000 SF, Community Development - 1520 SF, Fire Station 6,600 SF, Police Station – 4,740 SF.

The proposed Public Safety Complex Facility would incorporate a potential 7,200 SF on the south side of the existing structure to house Police and Public Safety services areas.

## Project Scope

Project scope to include:

1. Existing City Hall Feasibility Study
   a. Provide a feasibility study for the utilization of the existing City Hall, including the existing Fire Station and other Administrative areas for the required existing and proposed new/ future spaces needed for the City of Athens.

b. Examine/ assess the existing facility for necessary improvements, corrections and upgrades to the existing structural, mechanical, electrical, fire sprinkler and associated systems.
c. Provide a facility conceptual layout to remodel the existing 22,000 SF floor area to provide adequate space for each department as indicated in the project understanding, the exact size of each department to be determined upon space programming effort.
d. Existing utilities including water, sanitary sewer and electrical services to be verified for proposed utilization in the remodeled concept.
e. Provide approximate estimate of cost to address facility needs and remodeling costs for project budgeting
f. Provide site analysis for existing facility access and utilization (including ADA access). Analyze existing parking configuration and potential adjustments.
g. areas for potential future expansion.
h. Provide update of approximate estimate of cost for project budgeting

2. Proposed New Facility Additions Requirements:
   a. Determine required size and conceptual Public Safety Complex building configuration through initial facility space programming.
   b. Provide analysis for departments to be included in the proposed new Public Safety Complex facility.
   c. Provide site plan analysis and initial layout to determine the location for the proposed Public Safety Complex and areas for potential future expansion.
   d. Provide update of approximate estimate of cost for project budgeting

## Professional Services

Allen & Hoshall will provide the following professional services:

1. Engage in an initial feasibility/conceptual effort for the existing City Hall located as indicated above.
2. Initial building programming for the proposed departments and spaces.
3. Provide initial conceptual plans for proposed renovations of the exiting City Hall facility and the proposed new Public Safety Complex.
4. Provide a report of the existing City Hall building systems and any improvements necessary.
5. Budgeting for both the existing facility and the potential new Public Safety Complex in order to provide the City of Athens agencies with the detail necessary to make determination on the best way to proceed with the project.
6. Initial design timeline/ project schedule

Services which are excluded from the base scope:

1. All design services beyond completion of feasibility/ conceptual design effort. Further design phases to be incorporated onto the AIA base contract for design services.
2. Addressing any site survey, geotechnical or environmental issues beyond conceptual budgeting which may be discovered during the conceptual design phase.

Allen&Hoshall

**Proposal Fee**

The feasibility design fees will be $40,000 and will be billed as a part of this agreement. We propose to do the outlined feasibility design work above as a portion of the total project design fees (which are preliminarily set at 8% of the anticipated $7,2400,000 budget for the estimated construction portion of the budget for the proposed City Hall renovation and Additions as previously discussed – approximately and estimated at $580,000) as defined in the future AIA contract which is intended to be executed upon completion of the conceptual design portion of this project. The owner will require Council approval to adjust fees as required if any additional work beyond the scope provided is required.

It is the intent of this proposal to be included as an attachment in the base AIA contract for design services upon the establishment of the project scope and budget via this conceptual design. Please sign and date this proposal letter on the space provided below indicating your acceptance of this proposal. An officer of the firm will provide a signature to formally execute the agreement.

We look forward to working with you on this project.

Sincerely,

Mark J. Stockman, AIA

Allen & Hoshall

Athens, TN Representative

Allen & Hoshall Firm Officer

**Agenda Item**
XI. E. Discussion of the Intersection at Crestway Drive and Matlock Avenue

**Overview**
The City Council directed staff to study the intersection of Crestway Drive and Matlock Street to determine if additional traffic control enhancements are warranted, more specifically modification from a 2-way controlled stop intersection to a 4-way controlled stop intersection.

The Public Works Department evaluated the intersection in accordance with established traffic control standards and guidelines and determined that modifications to this intersection from a 2-way controlled stop design to a 4-way controlled stop design is not warranted at this time. The Public Works Department's entire analysis is attached.

This item was discussed during the January 13, 2025 work session but did move to the January 21, 2025 regular session for further consideration, but the City Council agreed this item would be re-evaluated when school is in session.

During the May 12, 2025 work session, Mayor Eaton requested this item be reconsidered.

**Action to Consider**
Motion, second, and vote are needed to direct staff to update Public Works' original evaluation to install a four-way controlled stop design at this intersection.

**Affected Departments**
Public Works Department

# PUBLIC WORKS

**TO:** Randy Dowling, City Manager

**FROM:** Ben Burchfield, Public Works Director

**DATE:** December 27, 2024

**SUBJECT:** Crestway Dr & S Matlock S Intersection Study Update

## BACKGROUND

Earlier this year in September 2024 an accident occurred involving two motor vehicles and multiple injuries at the intersection of Crestway Dr and S Matlock Ave. There was considerable public discussion and concern over the incident as well as the broader safety concerns of the intersection. Public Works investigated the intersection immediately following the incident and proceeded to complete multiple low-cost improvements to enhance safety in an effort to be proactive. Improvements included vegetation removal to increase intersection sight distance, addition of advance stop notification signage for EB vehicles on Crestway Dr and refreshing thermoplastic stop bars at the intersection. Based on the MVA report, these items were not precipitating causes to the accident, excess speed and failure to yield were the root cause of the incident.

Despite this, Public Works was requested to perform additional study of the intersection of Crestway Dr and S Matlock Ave to see if further enhancements are warranted; more specifically, modification of the intersection from a 2-way stop controlled intersection to a 4-way stop controlled intersection.

## METHODOLOGY

There is a standardized process for evaluating intersections for this outlined in the Manual of Uniform Traffic Control Devices (MUTCD). Intersection Rights-of-Way, generally, are governed by Section 2B.04. Multi-Way Stop Applications, which is more specific and relates directly to this request, are covered under Section 2B.07, hereunder incorporated for reference:

**Section 2B.07 Multi-Way Stop Applications**
Support:
01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.
*Guidance:*
03 *The decision to install multi-way stop control should be based on an engineering study.*
04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
*A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
*B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
*C. Minimum volumes:*
*1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and,*
*2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but,*
*3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
*D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*
Option:
05 Other criteria that may be considered in an engineering study include:
A. The need to control left-turn conflicts;
B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

---

Traffic Data for the engineering study was collected by both Athens Police Department as well as Public Works within the past 2 months:

1. APD collected speed and traffic volume data for S Matlock Ave from 11.22.2024 to 12.2.2024

2. Public Works collected average daily traffic volumes (ADT) for all 4 sides of the intersection on Crestway Dr and S Matlock Ave from 12.9.2024 to 12.13.2024.

3. Public Works also collected and reviewed 5 years of motor vehicle accident (MVA) data, far beyond the MUTCD period of 12-months, as an added layer of scrutiny for the study.

After collecting, processing, and evaluating the traffic data with respect to Section 2B.07 of the MUTCD, Public Works has established the following:

1. Maximum combined 24-hour approach ADT for Matlock is 2091 vehicles. Max combined approach ADT for Crestway is 1404 vehicles, or 67% of the volume of Matlock; therefore, volume is not approximately equal and there is not a concern of level-of-service imbalance.

2. The 5-year analysis of MVAs yielded 1 incident at this intersection – the incident that occurred on September 23, 2024; therefore, the threshold of 5 potentially correctable MVAs in a 12-month period were not met per MUTCD.

3. Maximum single approach 24-hour ADT approaching the intersection for Crestway Dr was 842 vehicles from the east. Maximum single approach 24-hour ADT for S Matlock Ave was 1097 vehicles from the north.

4. Neither Matlock approach met minimum volume approaches of over 300 vehicles per hour for an 8-hour duration as the "major street" for a single hour. Highest single hourly volume was 151 vehicles from 07:15a – 08:15a from the north on 12/12/2024.

5. Neither Crestway approach met minimum "minor street" volume approaches of over 200 vehicles per hour for the same 8-hours, for a single hour. Highest was 147 vehicles from the east between 2:45p – 3:45p on 12/12/2024.

6. Peak hour minor street vehicle delay of 30+ seconds was not calculated for this study as an intersection turning movement count (TMC) and queue study was not conducted; instead, initial ADT data was collected to determine if a TMC was even warranted based on volumes. It was not.

7. APD speed data determined the $85^{th}$ percentile speed of vehicles on S Matlock Ave to be 34-mph which does not exceed the 40-mph threshold in the MUTCD to reduce vehicular volume percentages to 70%. Because vehicles are coming to a complete stop on Crestway Dr already, $85^{th}$ percentile speed correction factor is omitted.

8. Neither S Matlock Ave nor Crestway Dr has been functionally classified in accordance with FHWA guidelines, but based on functional uses, geometric designs, AADT, among other factors, it is a logical assumption that they both would be rated as minor collectors; albeit on the low end of the spectrum at this point in time.

**ACTION ITEM**

Based on the data collected and subsequent assessment in accordance with MUTCD guidelines, it is Public Work's determination that modification of the intersection from a 2-way stop control design to a 4-way stop control design is ***not warranted***. There are not significant safety issues or incidents present at this intersection, there are not intersection efficiency issues due to oversaturation during peak periods, and intersection approach volumes are not equally balanced potentially resulting in vehicular delays.

Further urban development may necessitate reevaluation at a future date, but at this time, the Department recommends no action be taken.

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

**Agenda Item**
XI. F. Athens Utilities Board

**Overview**
Term: Four (4) years
Members: Five (5)
Appointed by: City Council

1. Jeff Zabo – Current Member (Reappointment Consideration)

- Original Appointment Date: June 15, 2021
- Term Expiration: June 2025
- Status / Confirmation of Interest: Mr. Zabo has confirmed via email that he is willing to be reappointed should the City Council choose to do so.
- Action Needed: Council to consider reappointment at the June 2025 meeting.

2. Cynthia Webb McCowan – Applicant on File

- Application Date: February 2023
- Status: Ms. Webb McCowan submitted an application for service on the Athens Utilities Board, which remains on file.
- Confirmation of Interest: She confirmed her continued willingness to serve during a telephone conversation on May 8, 2025.
- Action Needed: Council may consider Ms. Webb McCowan as an appointee.

3. Perry McCowan – Applicant on File

- Application Date: May 2025
- Status: Mr. McCowan submitted an application for service on the Athens Utilities Board, which remains on file.
- Action Needed: Council may consider Mr. McCowan as an appointee.

**Action to Consider**
Motion, second, and vote are needed.

**Affected Departments**
Athens Utilities Board

**Agenda Item**
XI. G. Board of Adjustment & Appeals

**Overview**
Term: Five (5) years
Members: Five (5) Members; Two (2) Alternates
Appointed by: Mayor

Mr. Charles Clark has served on the Board of Adjustment and Appeals since December 21, 2010. As of June 2025, Mr. Clark will have served 14.5 years. While this exceeds the maximum allowable service duration under the Committee Appointment Policy adopted by City Council on April 21, 2020, it is important to note that Mr. Clark's original appointment was to fill an unexpired term. Per the policy, unexpired terms are not counted toward the "continuous years served" calculation. Nevertheless, even excluding that initial service period, Mr. Clark has now surpassed the policy's permitted service duration.

There are no qualified applicants currently on file to fill the upcoming vacancy. However, the Board presently includes two alternate members. Jason Miller, one of the alternates, has expressed interest in being appointed to the regular member position. Mr. Miller was contacted by Athens Building Official, Gene McConkey, and he has confirmed his willingness to move from his current alternate position to a full appointment.

Should Mr. Miller be appointed to the regular seat, the resulting alternate vacancy will need to be filled. The second alternate could continue serving in their current role, but an additional alternate would be required to restore the board to full capacity.

**Action to Consider**
Consensus from City Council is not required, as this is a Mayoral appointment. However, the Mayor may choose to request confirmation from The Council members by way of a motion, second, and vote.

**Affected Departments**
Athens Utilities Board

**Agenda Item**
XI. H. Recreation Advisory Board

**Overview**
Term: Four (4) years
Members: Seven (7)
Appointed by: City Council

Moises Contreas has served on the Recreation Advisory Board since September 17, 2019. His current term is set to expire in June 2025. Mr. Contreas has expressed interest in reappointment, as communicated to Matt Siniard, Parks and Recreation Director. No other applications are currently on file for this position.

**Action to Consider**
Motion, second, and vote are needed.

**Affected Departments**
Recreation Advisory Board

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

# City of Athens

## 1st Quarter Building Report

(January - March 2025)

### Community Development Department

Anthony Casteel - Director

Prepared by: Mary Scudder

## Community Development Department

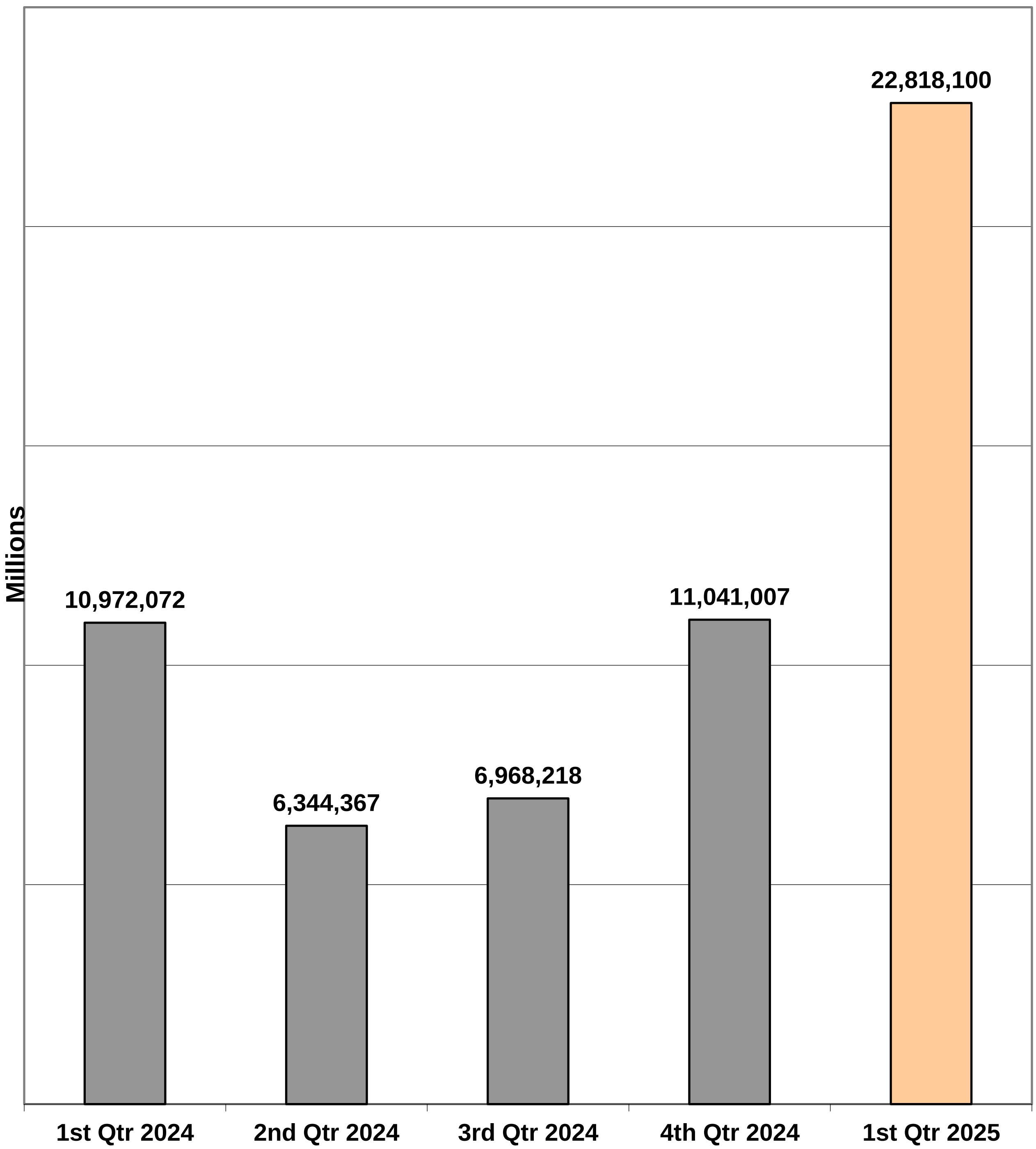
## Total Construction

**2014-2024**

| Year | Permits | Total Construction |
|---|---|---|
| *2025 | 79 | $ 22,818,100.00 |
| 2024 | 307 | $ 35,325,664.00 |
| 2023 | 688 | $ 59,217,960.00 |
| 2022 | 491 | $ 49,227,153.00 |
| 2021 | 292 | $ 41,678,733.00 |
| 2020 | 298 | $ 30,358,571.00 |
| 2019 | 338 | $ 10,223,215.00 |
| 2018 | 376 | $ 19,151,511.00 |
| 2017 | 376 | $ 30,402,534.00 |
| 2016 | 322 | $ 23,200,545.00 |
| 2015 | 337 | $ 43,154,683.00 |
| | **TOTAL** | **$ 364,758,669.00** |

***Signifies Cumulative Quarterly Totals For Current Year**
**1st Quarter Total: $22,818,100.00  Permit Totals: 79**

**City of Athens**
Community Development Department
1st Quarter Building Permit Report
January - March 2025



**PROJECT CODE RECAP FROM: 1/1/2025 TO 3/31/2025**

**ALL PERMITS**

| Description | # of Permits | Fees | Est Value |
|---|---|---|---|
| ADDITION COMMERCIAL | 1 | 17,346.00 | 8,342,989 |
| DEMOLITION OF BUILDING | 2 | 50.00 | 17,000 |
| ELECTRIC | 43 | 4,155.00 | 1,167,008 |
| MECHANICAL | 10 | 1,050.00 | 295,030 |
| NEW COMMERCIAL | 2 | 21,326.00 | 9,242,780 |
| NEW RESIDENTIAL | 7 | 5,028.00 | 1,458,112 |
| PLUMBING | 8 | 601.00 | 144,608 |
| REMODEL/REPAIR COMMERCIAL | 1 | 390.00 | 79,905 |
| REMODEL/REPAIR RESIDENTIAL | 2 | 644.00 | 126,000 |
| SIGNS / BILLBOARDS | 2 | 180.00 | 30,693 |
| STRUCTURE OTHER THAN BUILDING | 1 | 4,488.00 | 1,913,975 |
| **TOTALS:** | **79** | **55,258.00** | **22,818,100** |

**CITY OF ATHENS, TENNESSEE**
**Narrative on Financial Analysis**
**April, 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 $366,000 more through April this year, primarily because of property taxes, AUB in lieu of taxes and the local sales tax. As a percentage we collected 2.60% 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 $1,152,000 more than this time last year, showing 97.78% 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 April, 2025
(Unaudited)

| | Prior Year 4/30/2024 | Prior Year % Received | Current Year 4/30/2025 | Increase (Decrease) From Prior Year | % Collected | Variance from Current Yr. to Prior Yr. | 12-Month Variance (10/12=83.33%) |
|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | |
| Property Taxes | 6,619,868 | 101.53% | 6,745,508 | 125,640 | 101.81% | 0.28% | 18.48% |
| AUB In-Lieu of Taxes | 759,864 | 86.84% | 835,845 | 75,981 | 89.39% | 2.55% | 6.06% |
| Local Sales Taxes | 7,384,200 | 83.91% | 7,465,289 | 81,089 | 84.83% | 0.92% | 1.50% |
| Wholesale Beer Taxes | 437,316 | 82.51% | 429,858 | (7,458) | 81.11% | -1.40% | -2.22% |
| Wholesale Liquor Tax | 230,507 | 82.32% | 233,801 | 3,294 | 83.50% | 1.18% | 0.17% |
| Gross Receipt Taxes | 177,275 | 32.77% | 244,723 | 67,448 | 45.00% | 12.23% | -38.33% |
| State Sales Taxes | 1,439,114 | 89.94% | 1,469,576 | 30,462 | 45.24% | -44.70% | -38.09% |
| Gas and Motor Fuel Taxes | 406,312 | 84.65% | 413,216 | 6,904 | 86.09% | 1.44% | 2.76% |
| Court Fines/Costs | 65,519 | 59.56% | 108,137 | 42,618 | 108.14% | 48.58% | 24.81% |
| Interest Income | 581,956 | 96.99% | 521,866 | (60,090) | 104.37% | 7.38% | 21.04% |
| Total Revenues/% of Budget | 19,672,460 | 89.53% | 20,038,912 | | 92.13% | 2.60% | 8.80% |
| Increase (Decrease) | | 366,452 | | | | | |

| | Sales Tax 2024 | Sales Tax 2025 | Difference |
|---|---|---|---|
| March | 6,693,050 | 6,791,996 | 98,946 |
| April | 7,384,200 | 7,465,289 | 81,089 |

| | Prior Year 4/30/2024 | Prior Year % Received | Current Year 4/30/2025 | Increase (Decrease) From Prior Year | % Collected | Variance from Current Yr. to Prior Yr. | 12-Month Variance (10/12=83.33%) |
|---|---|---|---|---|---|---|---|
| **SANITATION** | | | | | | | |
| **Revenues:** | | | | | | | |
| Industrial/Commercial | 371,220 | 88.39% | 360,874 | (10,346) | 85.92% | -2.47% | 2.59% |
| Residential | 472,888 | 87.57% | 479,705 | 6,817 | 88.83% | 1.26% | 5.50% |
| Total Revenues | 916,826 | | 910,731 | (6,095) | | | |
| Percent of total budget | | 90.77% | | | 89.29% | -1.48% | 5.96% |

| | Prior Year 4/30/2024 Actual | Prior Year 4/30/2024 % Expended & Encumbered | Current Year 4/30/2025 Actual | Current Year 4/30/2025 Outstanding PO's | Current Year 4/30/2025 % Expended & Encumbered | Variance from Current Yr. to Prior Yr. | 12-Month Variance (10/12=83.33%) |
|---|---|---|---|---|---|---|---|
| **GENERAL FUND** | | | | | | | |
| City Manager's Office | 276,623 | 74.36% | 319,413 | 3,067 | 99.59% | 25.23% | 16.26% |
| City Council | 62,395 | 88.63% | 50,867 | 1,463 | 90.22% | 1.59% | 6.89% |
| City Judge | 10,765 | 82.81% | 10,765 | | 82.81% | 0.00% | -0.52% |
| City Attorney | 35,108 | 87.77% | 67,937 | | 135.87% | 48.10% | 52.54% |
| Special Appropriations | 280,150 | 72.02% | 288,542 | | 73.20% | 1.18% | -10.13% |
| Athens City Schools | 2,225,275 | 91.92% | 2,258,697 | | 93.30% | 1.38% | 9.97% |
| Athens Utilities Board | 439,870 | 82.99% | 454,445 | | 85.74% | 2.75% | 2.41% |
| **Total Administration** | 3,330,186 | **86.83%** | 3,450,666 | 4,530 | **91.17%** | 4.34% | 7.84% |
| Finance | 467,376 | **85.68%** | 524,675 | 3,697 | **91.67%** | 5.99% | 8.34% |
| Personnel | 213,647 | **78.78%** | 218,621 | 3,347 | **79.84%** | 1.06% | -3.49% |
| Administration (Purchasing) | 114,289 | 84.28% | 109,000 | 357 | 74.45% | -9.83% | -8.88% |
| City Hall | 273,331 | 97.44% | 187,216 | 33,902 | 110.39% | 12.95% | 27.06% |
| Information Technology | 304,791 | 68.83% | 360,372 | 16,741 | 55.24% | -13.59% | -28.09% |
| **Total Admin & Emer. Svcs.** | 692,411 | **80.62%** | 656,588 | 51,000 | **69.21%** | -11.41% | -14.12% |
| Administration | 163,232 | 81.01% | 200,767 | 275 | 95.87% | 14.86% | 12.54% |
| Codes Enforcement | 278,379 | 77.39% | 315,843 | 142 | 81.17% | 3.78% | -2.16% |
| Cemeteries | 36,578 | 84.67% | 114,629 | 6,481 | 79.84% | -4.83% | -3.49% |
| **Total Community Development** | 478,189 | **79.12%** | 631,239 | 6,898 | **85.01%** | 5.89% | 1.68% |

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

| | Prior Year 4/30/2024 | | Current Year 4/30/2025 | | | Variance from | 12-Month Variance |
|---|---|---|---|---|---|---|---|
| | Actual | % Expended & Encumbered | Actual | Outstanding PO's | % Expended & Encumbered | Current Yr. to Prior Yr. | (10/12=83.33%) |
| Administration (Police) | 360,056 | 81.15% | 301,676 | 4,168 | 90.70% | 9.55% | 7.37% |
| Patrol | 2,313,596 | 85.96% | 2,955,870 | 30,965 | 95.77% | 9.81% | 12.44% |
| Detectives | 719,622 | 86.43% | 762,649 | 718 | 93.49% | 7.06% | 10.16% |
| **Total Police** | 3,393,274 | **85.52%** | 4,020,195 | 35,851 | **94.93%** | 9.41% | 11.60% |
| | | | | | | | |
| Administration (Fire) | 182,945 | 81.42% | 208,588 | 13,195 | 95.80% | 14.38% | 12.47% |
| Prevention | 99,205 | 78.92% | 116,385 | 300 | 87.87% | 8.95% | 4.54% |
| Suppression | 2,239,590 | 83.33% | 2,558,362 | 17,808 | 89.34% | 6.01% | 6.01% |
| **Total Fire** | 2,521,740 | **83.00%** | 2,883,335 | 31,303 | **89.74%** | 6.74% | 6.41% |
| | | | | | | | |
| Administration (Parks & Rec) | 189,989 | 79.36% | 206,702 | 500 | 82.81% | 3.45% | -0.52% |
| Maintenance | 646,792 | 74.30% | 590,485 | 139,178 | 88.84% | 14.54% | 5.51% |
| Swimming Pools | 54,387 | 88.29% | 43,779 | 1,164 | 89.71% | 1.42% | 6.38% |
| Program Planning | 372,835 | 86.42% | 382,680 | 20,268 | 105.21% | 18.79% | 21.88% |
| **Total Parks & Recreation** | 1,264,003 | **78.86%** | 1,223,646 | 161,110 | **92.03%** | 13.17% | 8.70% |
| | | | | | | | |
| Administration (Public Works) | 368,196 | 84.06% | 377,358 | 5,147 | 93.96% | 9.90% | 10.63% |
| Traffic Control | 286,715 | 95.35% | 326,344 | 12,965 | 90.85% | -4.50% | 7.52% |
| Street Maintenance | 2,467,024 | 93.91% | 738,455 | 69,648 | 74.94% | -18.97% | -8.39% |
| Street Construction | 508,704 | 71.96% | 482,857 | 50,316 | 75.21% | 3.25% | -8.12% |
| Street Cleaning | 863,693 | 84.67% | 929,908 | 54,296 | 91.44% | 6.77% | 8.11% |
| Fleet Maintenance | 317,571 | 83.42% | 348,615 | 15,037 | 92.49% | 9.07% | 9.16% |
| Animal Control | 193,487 | 78.27% | 236,093 | (842) | 89.18% | 10.91% | 5.85% |
| **Total Public Works** | 5,005,390 | **87.50%** | 3,439,630 | 206,567 | **84.08%** | -3.42% | 0.75% |
| | | | | | | | |
| Communications | 327,748 | 100.14% | 366,714 | | 100.66% | 0.52% | 17.33% |
| | | | | | | | |
| Non-Departmental | 2,421,028 | **56.30%** | 3,341,368 | 5,790 | **203.85%** | 147.55% | 120.52% |
| | | | | | | | |
| Total General Fund | 20,114,992 | **80.23%** | 20,756,677 | 510,093 | **97.78%** | 17.55% | 14.45% |
| | | | | 21,266,770 | | | |
| Increase (Decrease) | | 1,151,778 | | | | | |
| | | | | | | | |
| **Sanitation:** | | | | | | | |
| **Expenditures:** | 829,543 | 79.84% | 949,380 | 60,955 | 90.21% | 10.37% | 6.88% |

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

| | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APRIL |
|---|---|---|---|---|---|---|---|---|---|---|
| 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 | 16,960,000 |
| EMP MED BENEFIT | 291,000 | 293,000 | 293,000 | 295,000 | 296,000 | 297,000 | 299,000 | 300,000 | 301,000 | 302,000 |
| 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 | 4,267,000 |
| CITY DEBT SER | 80,000 | 481,000 | 481,000 | 485,000 | 413,000 | 415,000 | 417,000 | 418,000 | 420,000 | 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 | 14,662,000 |
| 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 | 7,377,000 |
| 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 | 1,618,000 |
| DRUG | 169,000 | 161,000 | 164,000 | 168,000 | 173,000 | 166,000 | 170,000 | 185,000 | 191,000 | 202,000 |
| CONFERENCE | 39,000 | 43,000 | 45,000 | 47,000 | 51,000 | 52,000 | 54,000 | 54,000 | 57,000 | 63,000 |
| SCHOOL CONST | 2,448,000 | 2,445,000 | 2,442,000 | 2,443,000 | 1,546,000 | 1,442,000 | 0 | 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 | 1,197,000 | 1,197,000 |
| HOTEL/MOTEL TAX | 683,000 | 714,000 | 743,000 | 699,000 | 736,000 | 789,000 | 815,000 | 838,000 | 866,000 | 910,000 |
| 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 | 48,446,000 | 47,978,000 |

City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

## Account Summary

For Fiscal: 2024-2025 Period Ending: 04/30/2025

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|---|
| **Fund: 01 - GENERAL FUND** | | | | | | | |
| Revenue | | | | | | | |
| 01-0000-4110 | CURRENT PROPERTY TAXES | 6,400,000.00 | 6,400,000.00 | 33,355.00 | 6,454,960.80 | 54,960.80 | 100.86 % |
| 01-0000-4115 | PRIOR YEAR PROPERTY TAXES | 100,000.00 | 100,000.00 | 0.00 | 128,124.00 | 28,124.00 | 128.12 % |
| 01-0000-4120 | DELINQUENT PROPERTY TAXES C& | 80,000.00 | 80,000.00 | 4,106.00 | 107,452.00 | 27,452.00 | 134.32 % |
| 01-0000-4125 | PUBLIC UTILITIES | 90,000.00 | 90,000.00 | 238.00 | 99,979.00 | 9,979.00 | 111.09 % |
| 01-0000-4130 | INTEREST & PENALTY PY | 20,000.00 | 20,000.00 | 797.42 | 16,596.90 | -3,403.10 | 82.98 % |
| 01-0000-4135 | INTEREST & PENALTY C&M | 25,000.00 | 25,000.00 | 1,687.65 | 38,374.37 | 13,374.37 | 153.50 % |
| 01-0000-4145 | AUB ELECTRIC | 700,000.00 | 700,000.00 | 56,054.35 | 631,366.36 | -68,633.64 | 90.20 % |
| 01-0000-4150 | AUB GAS | 235,000.00 | 235,000.00 | 18,206.57 | 204,478.28 | -30,521.72 | 87.01 % |
| 01-0000-4165 | LOCAL SALES TAX | 8,800,000.00 | 8,800,000.00 | 673,299.92 | 7,465,288.52 | -1,334,711.48 | 84.83 % |
| 01-0000-4170 | WHOLESALE BEER TAX | 530,000.00 | 530,000.00 | 41,575.67 | 429,858.40 | -100,141.60 | 81.11 % |
| 01-0000-4171 | WHOLESALE LIQUOR TAX | 280,000.00 | 280,000.00 | 24,041.79 | 233,801.30 | -46,198.70 | 83.50 % |
| 01-0000-4176 | BUSINESS LICENSE APPLICATION FE | 1,000.00 | 1,000.00 | 375.00 | 1,485.00 | 485.00 | 148.50 % |
| 01-0000-4177 | BUSINESS TAX-ST CLERK FEE | 40,000.00 | 40,000.00 | 7,356.50 | 23,339.61 | -16,660.39 | 58.35 % |
| 01-0000-4178 | BUSINESS TAX-ST COLLECTED | 500,000.00 | 500,000.00 | 69,490.32 | 219,898.42 | -280,101.58 | 43.98 % |
| 01-0000-4183 | TRANSIENT VENDOR FEE | 0.00 | 0.00 | 0.00 | 150.00 | 150.00 | 0.00 % |
| 01-0000-4184 | FLEA MARKET FEES | 0.00 | 0.00 | 0.00 | 4.00 | 4.00 | 0.00 % |
| 01-0000-4205 | CABLE TV FRANCHISE TAX-COMCAS | 140,000.00 | 140,000.00 | 0.00 | 58,288.38 | -81,711.62 | 41.63 % |
| 01-0000-4210 | CABLE TV FRANCHISE TAX-AT&T | 7,000.00 | 7,000.00 | 1,425.38 | 4,360.94 | -2,639.06 | 62.30 % |
| 01-0000-4310 | TAXI/WRECKER/SOLICITORS | 1,000.00 | 1,000.00 | 0.00 | 100.00 | -900.00 | 10.00 % |
| 01-0000-4315 | BEER PERMITS | 12,000.00 | 12,000.00 | 0.00 | 14,526.66 | 2,526.66 | 121.06 % |
| 01-0000-4320 | ANIMAL CONTROL | 1,000.00 | 1,000.00 | 15.00 | 701.00 | -299.00 | 70.10 % |
| 01-0000-4325 | BUILDING LICENSES & PERMITS | 50,000.00 | 50,000.00 | 11,377.00 | 128,401.69 | 78,401.69 | 256.80 % |
| 01-0000-4410 | TVA PAYMENTS IN LIEU OF TAX | 150,000.00 | 150,000.00 | 42,811.95 | 128,435.85 | -21,564.15 | 85.62 % |
| 01-0000-4412 | TVA IMPACT PYMTS | 45,000.00 | 45,000.00 | 0.00 | 36,875.00 | -8,125.00 | 81.94 % |
| 01-0000-4415 | HOUSING AUTHORITY IN LIEU OF T | 80,000.00 | 80,000.00 | 0.00 | 105,009.00 | 25,009.00 | 131.26 % |
| 01-0000-4420 | STATE LAW/FIRE GRANTS | 43,000.00 | 43,000.00 | 0.00 | 59,200.00 | 16,200.00 | 137.67 % |
| 01-0000-4425 | STATE SALES TAX | 1,700,000.00 | 1,700,000.00 | 132,589.42 | 1,469,575.74 | -230,424.26 | 86.45 % |
| 01-0000-4435 | STATE BEER TAX | 6,000.00 | 6,000.00 | 2,693.76 | 5,927.29 | -72.71 | 98.79 % |
| 01-0000-4440 | STATE MIXED DRINK TAX | 80,000.00 | 80,000.00 | 8,650.72 | 80,379.92 | 379.92 | 100.47 % |
| 01-0000-4445 | STATE GAS INSPECTION TAX | 26,000.00 | 26,000.00 | 2,143.32 | 21,435.93 | -4,564.07 | 82.45 % |
| 01-0000-4450 | STATE EXCISE TAX | 40,000.00 | 40,000.00 | 0.00 | 65,585.36 | 25,585.36 | 163.96 % |
| 01-0000-4455 | STATE SPORTSBETTING TAX | 20,000.00 | 20,000.00 | 0.00 | 22,276.87 | 2,276.87 | 111.38 % |
| 01-0000-4460 | REIMB OTHER GOVERNMENTS | 40,000.00 | 40,000.00 | 0.00 | 33,931.13 | -6,068.87 | 84.83 % |
| 01-0000-4465 | STATE GAS & MOTOR FUEL TAX | 480,000.00 | 480,000.00 | 37,006.46 | 413,215.72 | -66,784.28 | 86.09 % |
| 01-0000-4467 | STATE TRASPORTATION MODERNIZ | 0.00 | 0.00 | 453.97 | 5,003.05 | 5,003.05 | 0.00 % |
| 01-0000-4475 | REIMB:HIGHWAY MAINTENANCE | 20,000.00 | 20,000.00 | 0.00 | 25,185.30 | 5,185.30 | 125.93 % |
| 01-0000-4520 | GRANT FUNDS | 0.00 | 0.00 | 2,500.00 | 13,415.19 | 13,415.19 | 0.00 % |
| 01-0000-4530 | GRANTS - POLICE DEPT. | 225,000.00 | 225,000.00 | 6,000.00 | 284,223.28 | 59,223.28 | 126.32 % |
| 01-0000-4620 | ACCIDENT REPORT CHARGES | 0.00 | 0.00 | 30.15 | 428.94 | 428.94 | 0.00 % |
| 01-0000-4625 | REPAIR DAMAGES AUB | 25,000.00 | 25,000.00 | 5,668.06 | 17,959.34 | -7,040.66 | 71.84 % |
| 01-0000-4630 | CEMETERY LOTS | 2,000.00 | 2,000.00 | 420.00 | 1,600.00 | -400.00 | 80.00 % |
| 01-0000-4635 | CEDAR GROVE EXPANSION | 5,000.00 | 5,000.00 | 3,220.00 | 11,760.00 | 6,760.00 | 235.20 % |
| 01-0000-4665 | POOLS INGLESIDE | 10,000.00 | 10,000.00 | 350.00 | 6,830.50 | -3,169.50 | 68.31 % |
| 01-0000-4675 | RECREATION CONCESSIONS | 30,000.00 | 30,000.00 | 6,952.50 | 27,732.20 | -2,267.80 | 92.44 % |
| 01-0000-4680 | TENNIS | 0.00 | 0.00 | 0.00 | 400.00 | 400.00 | 0.00 % |
| 01-0000-4690 | GENERAL CLASSES | 40,000.00 | 40,000.00 | 142.00 | 40,795.43 | 795.43 | 101.99 % |
| 01-0000-4700 | YOUTH SPORTS ACTIVITIES | 45,000.00 | 45,000.00 | -37.50 | 42,071.70 | -2,928.30 | 93.49 % |
| 01-0000-4705 | LEASE/RENTAL BALLFIELDS | 3,000.00 | 3,000.00 | 115.00 | 2,647.50 | -352.50 | 88.25 % |
| 01-0000-4710 | LEASE/RENTAL PICNIC SHELT | 3,000.00 | 3,000.00 | 2,687.50 | 9,878.50 | 6,878.50 | 329.28 % |
| 01-0000-4740 | FOUNDATION REVENUE | 0.00 | 0.00 | 473.00 | 5,293.90 | 5,293.90 | 0.00 % |

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|---|
| 01-0000-4810 | CITY COURT FINES & COSTS | 100,000.00 | 100,000.00 | 21,141.06 | 108,137.21 | 8,137.21 | 108.14 % |
| 01-0000-4910 | INTEREST INCOME | 500,000.00 | 500,000.00 | 67,249.49 | 521,865.88 | 21,865.88 | 104.37 % |
| 01-0000-4925 | INSURANCE RECOVERIES | 0.00 | 0.00 | 60,070.90 | 133,900.18 | 133,900.18 | 0.00 % |
| 01-0000-4930 | DISCOUNTS EARNED | 0.00 | 0.00 | 39.02 | 771.89 | 771.89 | 0.00 % |
| 01-0000-4935 | THIRD PARTY CONTRIBUTIONS | 0.00 | 0.00 | 0.00 | 8,620.00 | 8,620.00 | 0.00 % |
| 01-0000-4940 | THIRD PARTY CONTRIBUTIONS-ANI | 0.00 | 0.00 | 0.00 | 5.00 | 5.00 | 0.00 % |
| 01-0000-4964 | REALIZED GAIN (LOSS) ON INVEST | 0.00 | 0.00 | 16,731.80 | 29,154.40 | 29,154.40 | 0.00 % |
| 01-0000-4999 | MISCELLANEOUS INCOME | 20,000.00 | 20,000.00 | 3,714.29 | 37,849.55 | 17,849.55 | 189.25 % |
| | **Revenue Total:** | **21,750,000.00** | **21,750,000.00** | **1,367,218.44** | **20,038,912.38** | **-1,711,087.62** | **92.13%** |
| | **Fund: 01 - GENERAL FUND Total:** | **21,750,000.00** | **21,750,000.00** | **1,367,218.44** | **20,038,912.38** | **-1,711,087.62** | **92.13%** |
| | **Report Total:** | **21,750,000.00** | **21,750,000.00** | **1,367,218.44** | **20,038,912.38** | **-1,711,087.62** | **92.13%** |

City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

## Group Summary

For Fiscal: 2024-2025 Period Ending: 04/30/2025

| 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 | 88,786.35 | 319,412.79 | 3,067.21 | 1,320.00 | 99.59% |
| 0102 - City Council | 58,000.00 | 58,000.00 | 5,295.05 | 50,867.17 | 1,462.50 | 5,670.33 | 90.22% |
| 0103 - City Judge | 13,000.00 | 13,000.00 | 1,076.50 | 10,765.00 | 0.00 | 2,235.00 | 82.81% |
| 0104 - City Attorney | 50,000.00 | 50,000.00 | 7,448.73 | 67,937.16 | 0.00 | -17,937.16 | 135.87% |
| 0105 - Special Appropriations | 394,200.00 | 394,200.00 | 45,875.00 | 288,541.82 | 0.00 | 105,658.18 | 73.20% |
| 0106 - Athens City Schools | 2,421,000.00 | 2,421,000.00 | 0.00 | 2,258,697.25 | 0.00 | 162,302.75 | 93.30% |
| 0107 - Athens Utilities Board | 530,000.00 | 530,000.00 | 47,261.33 | 454,445.11 | 0.00 | 75,554.89 | 85.74% |
| **Department: 01 - Administration Total:** | **3,790,000.00** | **3,790,000.00** | **195,742.96** | **3,450,666.30** | **4,529.71** | **334,803.99** | **91.17%** |
| **Department: 02 - Finance** | | | | | | | |
| 0201 - Finance | 576,400.00 | 576,400.00 | 64,532.42 | 524,675.21 | 3,696.87 | 48,027.92 | 91.67% |
| **Department: 02 - Finance Total:** | **576,400.00** | **576,400.00** | **64,532.42** | **524,675.21** | **3,696.87** | **48,027.92** | **91.67%** |
| **Department: 03 - Human Resources** | | | | | | | |
| 0301 - Human Resources | 278,000.00 | 278,000.00 | 30,500.68 | 218,621.11 | 3,346.91 | 56,031.98 | 79.84% |
| **Department: 03 - Human Resources Total:** | **278,000.00** | **278,000.00** | **30,500.68** | **218,621.11** | **3,346.91** | **56,031.98** | **79.84%** |
| **Department: 04 - Administrative Services** | | | | | | | |
| 0401 - Administration | 139,400.00 | 139,400.00 | 15,222.10 | 108,999.56 | 356.80 | 30,043.64 | 78.45% |
| 0402 - City Hall | 200,300.00 | 200,300.00 | 24,915.03 | 187,216.38 | 33,901.54 | -20,817.92 | 110.39% |
| 0403 - Information Technology | 682,700.00 | 682,700.00 | 38,267.23 | 360,371.84 | 16,741.51 | 305,586.65 | 55.24% |
| **Department: 04 - Administrative Services Total:** | **1,022,400.00** | **1,022,400.00** | **78,404.36** | **656,587.78** | **50,999.85** | **314,812.37** | **69.21%** |
| **Department: 05 - Community Development** | | | | | | | |
| 0501 - Administration | 209,700.00 | 209,700.00 | 32,181.90 | 200,767.46 | 274.95 | 8,657.59 | 95.87% |
| 0502 - Codes Enforcement | 389,300.00 | 389,300.00 | 40,511.50 | 315,842.62 | 142.45 | 73,314.93 | 81.17% |
| 0503 - Cemeteries | 151,700.00 | 151,700.00 | 6,037.98 | 114,629.03 | 6,480.93 | 30,590.04 | 79.84% |
| **Department: 05 - Community Development Total:** | **750,700.00** | **750,700.00** | **78,731.38** | **631,239.11** | **6,898.33** | **112,562.56** | **85.01%** |
| **Department: 06 - Police** | | | | | | | |
| 0601 - Administration | 337,200.00 | 337,200.00 | 42,813.78 | 301,675.59 | 4,168.58 | 31,355.83 | 90.70% |
| 0602 - Patrol | 3,118,800.00 | 3,118,800.00 | 319,078.26 | 2,955,869.53 | 30,964.70 | 131,965.77 | 95.77% |
| 0603 - Detectives | 816,500.00 | 816,500.00 | 91,191.51 | 762,649.53 | 717.94 | 53,132.53 | 93.49% |
| **Department: 06 - Police Total:** | **4,272,500.00** | **4,272,500.00** | **453,083.55** | **4,020,194.65** | **35,851.22** | **216,454.13** | **94.93%** |
| **Department: 07 - Fire** | | | | | | | |
| 0701 - Administration | 231,500.00 | 231,500.00 | 26,466.85 | 208,588.24 | 13,195.00 | 9,716.76 | 95.80% |
| 0702 - Prevention | 132,800.00 | 132,800.00 | 14,428.61 | 116,385.25 | 300.00 | 16,114.75 | 87.87% |

| 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 | 285,942.32 | 2,558,361.58 | 17,808.37 | 307,430.05 | 89.34% |
| **Department: 07 - Fire Total:** | **3,247,900.00** | **3,247,900.00** | **326,837.78** | **2,883,335.07** | **31,303.37** | **333,261.56** | **89.74%** |
| **Department: 08 - Parks and Recreation** | | | | | | | |
| 0801 - Administration | 250,200.00 | 250,200.00 | 28,781.48 | 206,701.72 | 500.00 | 42,998.28 | 82.81% |
| 0802 - Maintenance | 821,300.00 | 821,300.00 | 53,138.80 | 590,484.63 | 139,178.16 | 91,637.21 | 88.84% |
| 0803 - Swimming Pools | 50,100.00 | 50,100.00 | 289.32 | 43,779.29 | 1,163.79 | 5,156.92 | 89.71% |
| 0804 - Program Planning | 383,000.00 | 383,000.00 | 55,683.60 | 382,680.18 | 20,268.04 | -19,948.22 | 105.21% |
| **Department: 08 - Parks and Recreation Total:** | **1,504,600.00** | **1,504,600.00** | **137,893.20** | **1,223,645.82** | **161,109.99** | **119,844.19** | **92.03%** |
| **Department: 09 - Public Works** | | | | | | | |
| 0901 - Adminstration | 407,100.00 | 407,100.00 | 44,731.91 | 377,358.32 | 5,146.66 | 24,595.02 | 93.96% |
| 0902 - Traffic Control | 373,500.00 | 373,500.00 | 34,711.91 | 326,344.06 | 12,965.61 | 34,190.33 | 90.85% |
| 0903 - Street Maintenance | 1,078,400.00 | 1,078,400.00 | 51,107.97 | 738,455.44 | 69,648.03 | 270,296.53 | 74.94% |
| 0904 - Street Construction | 708,900.00 | 708,900.00 | 56,022.30 | 482,857.04 | 50,316.33 | 175,726.63 | 75.21% |
| 0905 - Street Cleaning | 1,076,300.00 | 1,076,300.00 | 86,845.64 | 929,907.75 | 54,295.77 | 92,096.48 | 91.44% |
| 0906 - Fleet Maintenance | 393,200.00 | 393,200.00 | 45,707.64 | 348,614.95 | 15,037.46 | 29,547.59 | 92.49% |
| 0908 - Animal Control | 263,800.00 | 263,800.00 | 24,537.82 | 236,092.56 | -842.43 | 28,549.87 | 89.18% |
| **Department: 09 - Public Works Total:** | **4,301,200.00** | **4,301,200.00** | **343,665.19** | **3,439,630.12** | **206,567.43** | **655,002.45** | **84.77%** |
| **Department: 10 - Communications/Dispatch** | | | | | | | |
| 1004 - Communications/Dispatch | 364,300.00 | 364,300.00 | 91,226.00 | 366,714.00 | 0.00 | -2,414.00 | 100.66% |
| **Department: 10 - Communications/Dispatch Total:** | **364,300.00** | **364,300.00** | **91,226.00** | **366,714.00** | **0.00** | **-2,414.00** | **100.66%** |
| **Department: 11 - Transfers** | | | | | | | |
| 1101 - Non-Departmental | 1,642,000.00 | 1,642,000.00 | 101.56 | 3,341,367.85 | 5,790.36 | -1,705,158.21 | 203.85% |
| **Department: 11 - Transfers Total:** | **1,642,000.00** | **1,642,000.00** | **101.56** | **3,341,367.85** | **5,790.36** | **-1,705,158.21** | **203.85%** |
| **Fund: 01 - GENERAL FUND Total:** | **21,750,000.00** | **21,750,000.00** | **1,800,719.08** | **20,756,677.02** | **510,094.04** | **483,228.94** | **97.78%** |
| **Report Total:** | **21,750,000.00** | **21,750,000.00** | **1,800,719.08** | **20,756,677.02** | **510,094.04** | **483,228.94** | **97.78%** |

# Monthly Rev and Exp Reports for Council

City of Athens, Tennessee

## Account Summary

For Fiscal: 2024-2025 Period Ending: 04/30/2025

| | | Original Total Budget | Current Total Budget | Period Activity | Fiscal Activity | Variance Favorable (Unfavorable) | Percent Used |
|---|---|---|---|---|---|---|---|
| **Fund: 12 - SANITATION** | | | | | | | |
| Revenue | | | | | | | |
| 12-0000-4648 | REFUSE PENALTY | 4,000.00 | 4,000.00 | 503.51 | 3,403.08 | -596.92 | 85.08 % |
| 12-0000-4650 | IND/COMMERCIAL REFUSE CHARG | 420,000.00 | 420,000.00 | 46,573.50 | 360,874.00 | -59,126.00 | 85.92 % |
| 12-0000-4658 | REFUSE COLLECTION CHARGES | 540,000.00 | 540,000.00 | 50,608.70 | 479,704.94 | -60,295.06 | 88.83 % |
| 12-0000-4750 | RECYCLING CENTER | 5,000.00 | 5,000.00 | 528.55 | 5,738.63 | 738.63 | 114.77 % |
| 12-0000-4910 | INTEREST INCOME | 50,000.00 | 50,000.00 | 5,238.01 | 57,456.96 | 7,456.96 | 114.91 % |
| 12-0000-4930 | DISCOUNTS EARNED | 0.00 | 0.00 | 6.68 | 65.04 | 65.04 | 0.00 % |
| 12-0000-4999 | MISCELLANEOUS INCOME | 1,000.00 | 1,000.00 | 1,037.16 | 3,488.10 | 2,488.10 | 348.81 % |
| | **Revenue Total:** | **1,020,000.00** | **1,020,000.00** | **104,496.11** | **910,730.75** | **-109,269.25** | **89.29%** |
| | **Fund: 12 - SANITATION Total:** | **1,020,000.00** | **1,020,000.00** | **104,496.11** | **910,730.75** | **-109,269.25** | **89.29%** |
| | **Report Total:** | **1,020,000.00** | **1,020,000.00** | **104,496.11** | **910,730.75** | **-109,269.25** | **89.29%** |

City of Athens, Tennessee

# Monthly Rev and Exp Reports for Council

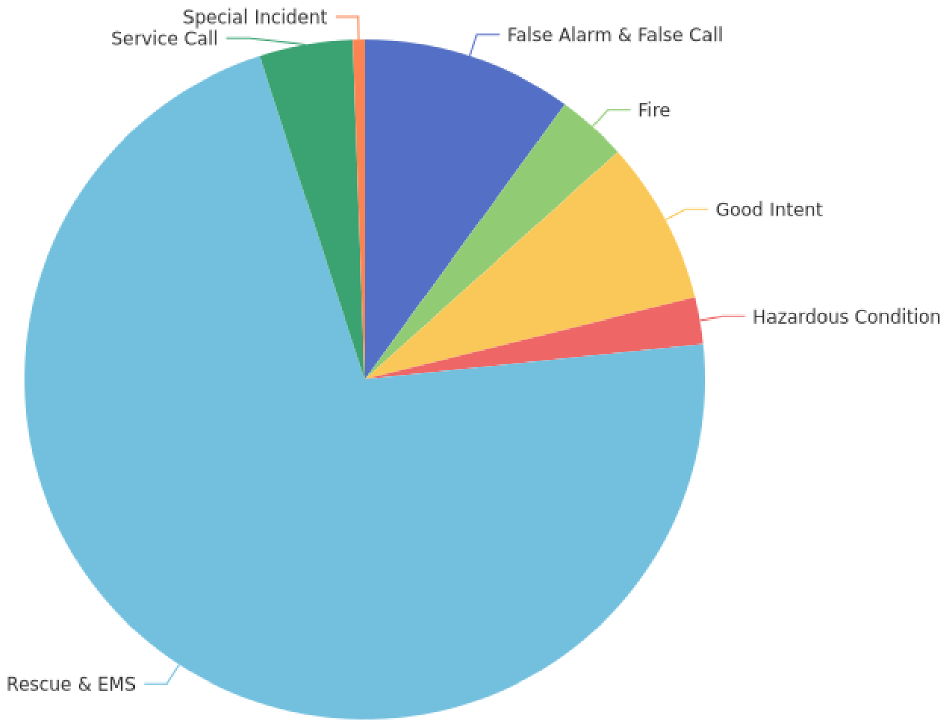
## Group Summary

For Fiscal: 2024-2025 Period Ending: 04/30/2025

| 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 | 1,120,000.00 | 1,120,000.00 | 83,510.16 | 949,380.29 | 60,954.71 | 109,665.00 | 90.21% |
| **Department: 09 - Public Works Total:** | **1,120,000.00** | **1,120,000.00** | **83,510.16** | **949,380.29** | **60,954.71** | **109,665.00** | **90.21%** |
| **Fund: 12 - SANITATION Total:** | **1,120,000.00** | **1,120,000.00** | **83,510.16** | **949,380.29** | **60,954.71** | **109,665.00** | **90.21%** |
| **Report Total:** | **1,120,000.00** | **1,120,000.00** | **83,510.16** | **949,380.29** | **60,954.71** | **109,665.00** | **90.21%** |

## Incident Count by Incident Type Series Name - Last Calendar Month-copy

# April 2025 Monthly Fire Report




| INCIDENT TYPE SERIES NAME | COUNT OF INCIDENTS | PERCENTAGE OF TOTAL INCIDENTS |
|---|---|---|
| Rescue & EMS | 129 | 71.67% |
| False Alarm & False Call | 18 | 10.00% |
| Good Intent | 14 | 7.78% |
| Service Call | 8 | 4.44% |
| Fire | 6 | 3.33% |
| Hazardous Condition | 4 | 2.22% |
| Special Incident | 1 | 0.56% |
| **Total** | **180** | **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 2025-04-01 00:00:00 to 2025-05-01 00:00:00 AND **Incident Reporting Status** equal Authorized first due

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

## Report summary by Incident type - Last Calendar Month

| INCIDENT TYPE | TOTAL |
|---|---|
| 111 - Building fire/Structure Fire | 1 |
| 131 - Passenger vehicle fire | 1 |
| 142 - Brush or brush-and-grass mixture fire | 2 |
| 143 - Grass fire | 1 |
| 154 - Dumpster or other outside trash receptacle fire | 1 |
| 311 - Medical assist, assist EMS crew | 102 |
| 320 - Emergency medical service incident, other | 3 |
| 321 - EMS call, excluding vehicle accident with injury | 2 |
| 322 - Motor vehicle accident with injuries | 15 |
| 324 - Motor vehicle accident with no injuries. | 6 |
| 331 - Lock-in (if lock out , use 511 ) | 1 |
| 400 - Hazardous condition, other | 1 |
| 440 - Electrical wiring/equipment problem, other | 2 |
| 462 - Aircraft standby | 1 |
| 511 - Lock-out | 1 |
| 551 - Assist police or other governmental agency | 3 |
| 561 - Unauthorized burning | 4 |
| 611 - Dispatched & canceled en route | 8 |
| 622 - No incident found on arrival at dispatch address | 2 |
| 631 - Authorized controlled burning | 1 |
| 651 - Smoke scare, odor of smoke | 3 |
| 700 - False alarm or false call, other | 6 |
| 714 - Central station, malicious false alarm | 1 |
| 735 - Alarm system sounded due to malfunction | 2 |
| 741 - Sprinkler activation, no fire - unintentional | 1 |
| 743 - Smoke detector activation, no fire - unintentional | 3 |
| 744 - Detector activation, no fire - unintentional | 1 |
| 745 - Alarm system activation, no fire - unintentional | 2 |
| 746 - Carbon monoxide detector activation, no CO | 2 |
| 911 - Citizen complaint | 1 |
| **Total** | **180** |

# Report summary by Incident type - Last Calendar Month

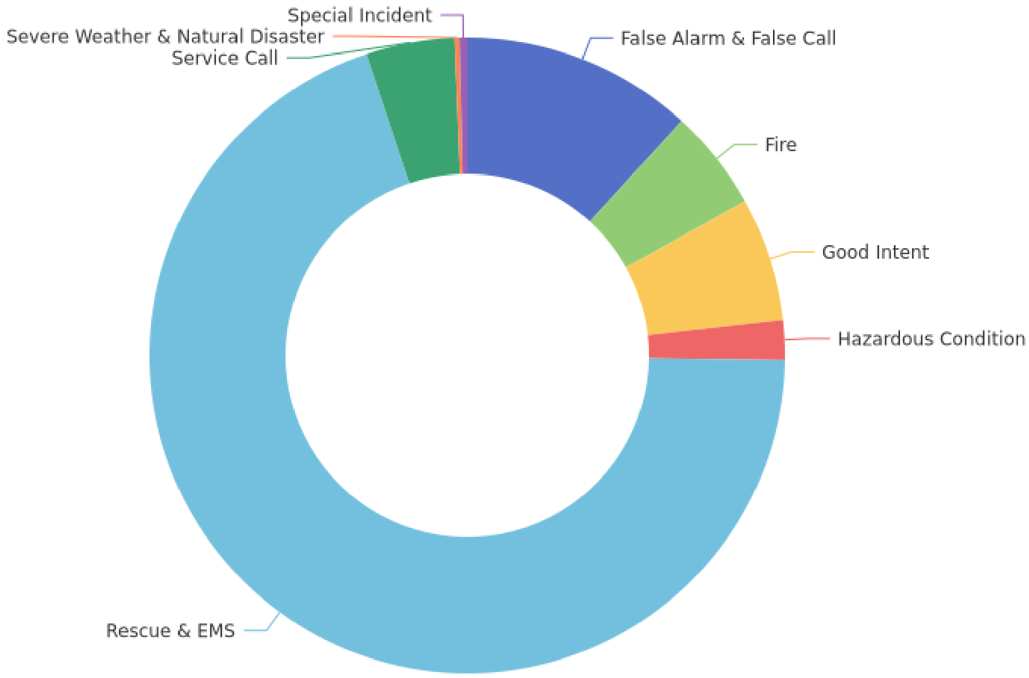
**City of Athens FD TN**
Address: 815 N Jackson St, Athens, TN, 37303

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

**Criteria: PSAP Call Date/Time** from 2025-04-01 00:00:00 to 2025-05-01 00:00:00 AND **Incident Reporting Status** equal Authorized

952 hours of employee training
5 CPR classes – 45 students trained
1 State inspection
Finished 16/64 basic classes
Safe Haven Baby Box installation and alarm connection
FD Pinning Ceremony
Elliott and Miller TFACA for Advanced Pump OPS
Inservice – Inspecting Fire Alarms
TVA Emergency Worker Training for all shifts
NHC fire drill
Agility testing – 4 volunteers
Assisted with Fishing Derby
Special Olympics at MCHS
Station 3 RFQ Meeting

## Incident Count by Incident Type Series Name - YTD




| INCIDENT TYPE SERIES NAME | COUNT OF INCIDENTS | PERCENTAGE OF TOTAL INCIDENTS |
|---|---|---|
| Rescue & EMS | 555 | 69.64% |
| False Alarm & False Call | 94 | 11.79% |
| Good Intent | 50 | 6.27% |
| Fire | 41 | 5.14% |
| Service Call | 36 | 4.52% |
| Hazardous Condition | 16 | 2.01% |
| Special Incident | 3 | 0.38% |
| Severe Weather & Natural Disaster | 2 | 0.25% |
| **Total** | **797** | **100.00%** |

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

first due

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

## Report summary by Incident type - YTD

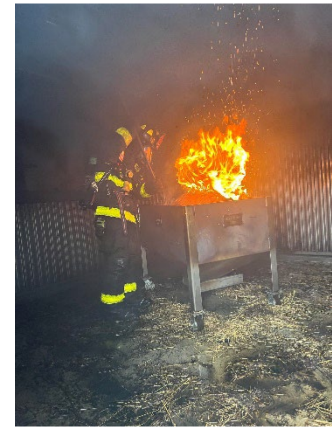
| INCIDENT TYPE | TOTAL |
|---|---|
| 111 - Building fire/Structure Fire | 10 |
| 114 - Chimney or flue fire, confined to chimney or flue | 2 |
| 116 - Fuel burner/boiler malfunction, fire confined | 1 |
| 118 - Trash or rubbish fire, contained | 3 |
| 130 - Mobile property (vehicle) fire, other | 3 |
| 131 - Passenger vehicle fire | 1 |
| 132 - Road freight or transport vehicle fire | 2 |
| 137 - Camper or recreational vehicle (RV) fire | 1 |
| 140 - Natural vegetation fire, other | 2 |
| 141 - Forest, woods or wildland fire | 1 |
| 142 - Brush or brush-and-grass mixture fire | 7 |
| 143 - Grass fire | 2 |
| 150 - Outside rubbish fire, other | 2 |
| 151 - Outside rubbish, trash or waste fire | 2 |
| 154 - Dumpster or other outside trash receptacle fire | 1 |
| 160 - Special outside fire, other | 1 |
| 311 - Medical assist, assist EMS crew | 470 |
| 320 - Emergency medical service incident, other | 11 |
| 321 - EMS call, excluding vehicle accident with injury | 6 |
| 322 - Motor vehicle accident with injuries | 41 |
| 324 - Motor vehicle accident with no injuries. | 22 |
| 331 - Lock-in (if lock out , use 511 ) | 2 |
| 342 - Search for person in water | 1 |
| 350 - Extrication, rescue, other | 1 |
| 381 - Rescue or EMS standby | 1 |
| 400 - Hazardous condition, other | 1 |
| 412 - Gas leak (natural gas or LPG) | 4 |
| 440 - Electrical wiring/equipment problem, other | 5 |
| 442 - Overheated motor | 1 |
| 444 - Power line down | 1 |
| 445 - Arcing, shorted electrical equipment | 1 |

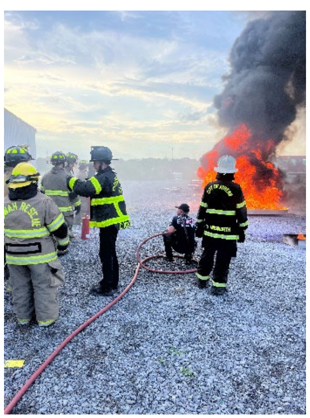
# Report summary by Incident type - YTD

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

| INCIDENT TYPE | TOTAL |
|---|---|
| 461 - Building or structure weakened or collapsed | 1 |
| 462 - Aircraft standby | 1 |
| 480 - Attempted burning, illegal action, other | 1 |
| 511 - Lock-out | 1 |
| 531 - Smoke or odor removal | 2 |
| 550 - Public service assistance, other | 5 |
| 551 - Assist police or other governmental agency | 8 |
| 552 - Police matter | 1 |
| 553 - Public service | 2 |
| 554 - Assist invalid | 1 |
| 561 - Unauthorized burning | 15 |
| 571 - Cover assignment, standby, moveup | 1 |
| 611 - Dispatched & canceled en route | 29 |
| 622 - No incident found on arrival at dispatch address | 12 |
| 631 - Authorized controlled burning | 3 |
| 651 - Smoke scare, odor of smoke | 5 |
| 652 - Steam, vapor, fog or dust thought to be smoke | 1 |
| 700 - False alarm or false call, other | 31 |
| 711 - Municipal alarm system, malicious false alarm | 3 |
| 714 - Central station, malicious false alarm | 2 |
| 731 - Sprinkler activation due to malfunction | 1 |
| 733 - Smoke detector activation due to malfunction | 4 |
| 735 - Alarm system sounded due to malfunction | 8 |
| 736 - CO detector activation due to malfunction | 1 |
| 740 - Unintentional transmission of alarm, other | 2 |
| 741 - Sprinkler activation, no fire - unintentional | 2 |
| 743 - Smoke detector activation, no fire - unintentional | 7 |
| 744 - Detector activation, no fire - unintentional | 5 |
| 745 - Alarm system activation, no fire - unintentional | 25 |
| 746 - Carbon monoxide detector activation, no CO | 3 |
| 813 - Wind storm, tornado/hurricane assessment | 2 |
| 911 - Citizen complaint | 3 |
| **Total** | **797** |

# Firefighter Live Burn Class
# May 2025



CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE

City of Athens — Month of April 2025

## 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 | 2 | 6 | 4 |
| 3. Robbery | 0 | 1 | 1 |
| 4. Assault | 21 | 77 | 61 |
| Part II - Crime Against Property | | | |
| 5. Burglary | 8 | 19 | 23 |
| 6. Theft | 24 | 93 | 158 |
| 7. Motor Vehicle Theft | 2 | 8 | 25 |
| | | | |
| Moving Violations | 492 | 1,508 | 494 |
| Citations | 222 | 745 | 182 |
| Warnings | 313 | 950 | 308 |
| Drugs | 21 | 81 | 162 |
| Arrests | 116 | 389 | 563 |
| Total calls for service | 1,808 | 8,129 | 5,663 |

### Traffic Accident Statistics

| | Accidents | | | | Injuries | | | |
|---|---|---|---|---|---|---|---|---|
| | This Month | This Year | Last Year to Date | | This Month | This Year | Last Year to Date | |
| Vehicle | 88 | 290 | 167 | | 13 | 45 | 42 | |

**Fatality**

| | |
|---|---|
| This Month | 0 |
| This Year | 0 |
| Last Year | 0 |

**Employment**

| | |
|---|---|
| Authorized Sworn Positions | 36 |
| Current Sworn Positions Filled | 36 |
| Police Dept. Vacancies | 0 |

Prepared:
Jason B. Garren
Deputy Chief

Submitted:
Fred K. Schultz
Chief of Police

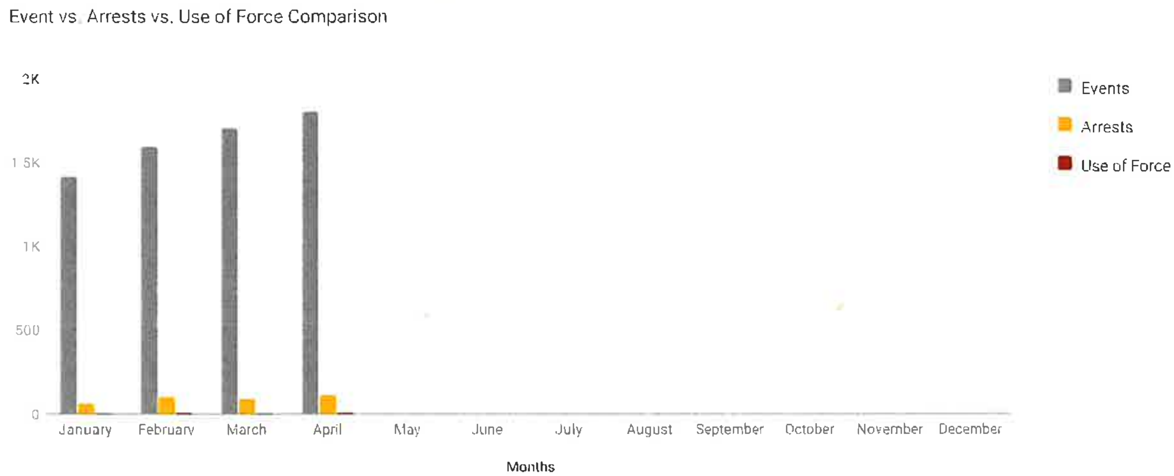
**** Private Property accidents/injuries are included in above totals.**

Advanced Force Report
Report Date: 5/7/2025

**Athens Police Department**

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

USE OF FORCE VS. EVENT COMPARISON SUMMARY BY MONTH




**2025 Events vs. Use Of Force**

| | |
|---|---|
| Total Events: | 6533 |
| Use of Force Incidents: | 15 |

**0.23%**

| MONTHS | TOTAL EVENTS | USE OF FORCE | % |
|---|---|---|---|
| January | 1420 | 1 | 0.07% |
| February | 1596 | 5 | 0.31% |
| March | 1709 | 3 | 0.18% |
| April | 1808 | 6 | 0.33% |
| 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: | 380 |
| Use of Force Incidents: | 15 |

**3.95%**

| MONTHS | TOTAL ARRESTS | USE OF FORCE | % |
|---|---|---|---|
| January | 67 | 1 | 1.49% |
| February | 104 | 5 | 4.81% |
| March | 93 | 3 | 3.23% |
| April | 116 | 6 | 5.17% |
| 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
# April 2025

**Late Shift: 23.25 hours**
(reports, late arrests, late calls, early shift calls, raids, assignments)

**Manpower: 49.00 hours**
(fill in for sick leave, vacations, training)

**Court: 3.00 hours**
General Sessions: 00.00
City: 2.00
Criminal: 00.00
Civil: 00.00
Juvenile: 00.00
Grand Jury: 1.00

**Training: 178.75 hours**

**Special Assignments: 108.50 hours**
Meeting: 19.50
THSO: 57.50
Carwash: 12.50
VCIF Saturation Patrol: 14.00
Drug Take Back Day: 5.00

**Total hours for the month: 362.50 hours**

**Total expenditure for patrol overtime for the month: $4,262.67**
**Total budgeted for patrol overtime for the month: $6,250.00**

Athens Municipal Court

# DISPOSITION COUNT

04/01/2025 to 04/30/2025

| Disp. Code Id | Disp. Code Name | |
|---|---|---|
| (9) | Dismissed | 23 |
| (10) | Dismissed after Drv Safety Course | 1 |
| (11) | Dismissed upon payment of cost w/time to pay | 10 |
| (4) | Guilty - Trial by Judge | 2 |
| (19) | Paid in Full | 149 |
| (21) | Plea Guilty/ as charged | 28 |
| (25) | Plea Not Guilty, set for trail | 2 |
| | Total Dispositions: | 215 |

# CITY OF ATHENS
# FY 2024-25 PROGRAM OF WORK

*Updated May 16, 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 or expansion. | 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 and April 15, 2025 regular session and approved to hire architect to begin the planning of new construction and renovations. Discussed further during the May 12, 2025 work session and on the May 20, 2025 regular session for architect contract approval. |
| 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. Bid opening was April 29, 2025 and ten bids received. On May 12, 2025 work session for award consideration and May 20, 2025 regular session for bid approval. |
| 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 updated and being reviewed by city attorney and senior staff. On June 9, 2025 work session for consideration and June 17, 2025 regular session for approval. |
| **Community Development** | | | |
| 9 | Install decorative aluminum fencing to replace existing chain link fencing partially around Cedar Grove Cemetery, $110,000. | Community Dev. Director<br>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.** |

| No. | Program/Cost/Funding Source | Responsible Party | Status |
|---|---|---|---|
| **Fire Department** ***(continued)*** | | | |
| 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. |
| 11 | Purchase shed for training tower, $4,800. | Fire Chief | **Completed.** |
| 12 | Purchase cooling fan for fire bay, $5,000. | Fire Chief | **Completed.** |
| 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. Proposals evaluated and the top 4 selected for in-person interviews. Interviews held on April 23, 2025 and a top firm selected (Wold). On May 12, 2025 work session for award consideration and May 20, 2025 regular session for contract approval. |
| **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, $30,000. | Parks & Rec. Director | **Completed.** Opens May 1, 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.** |

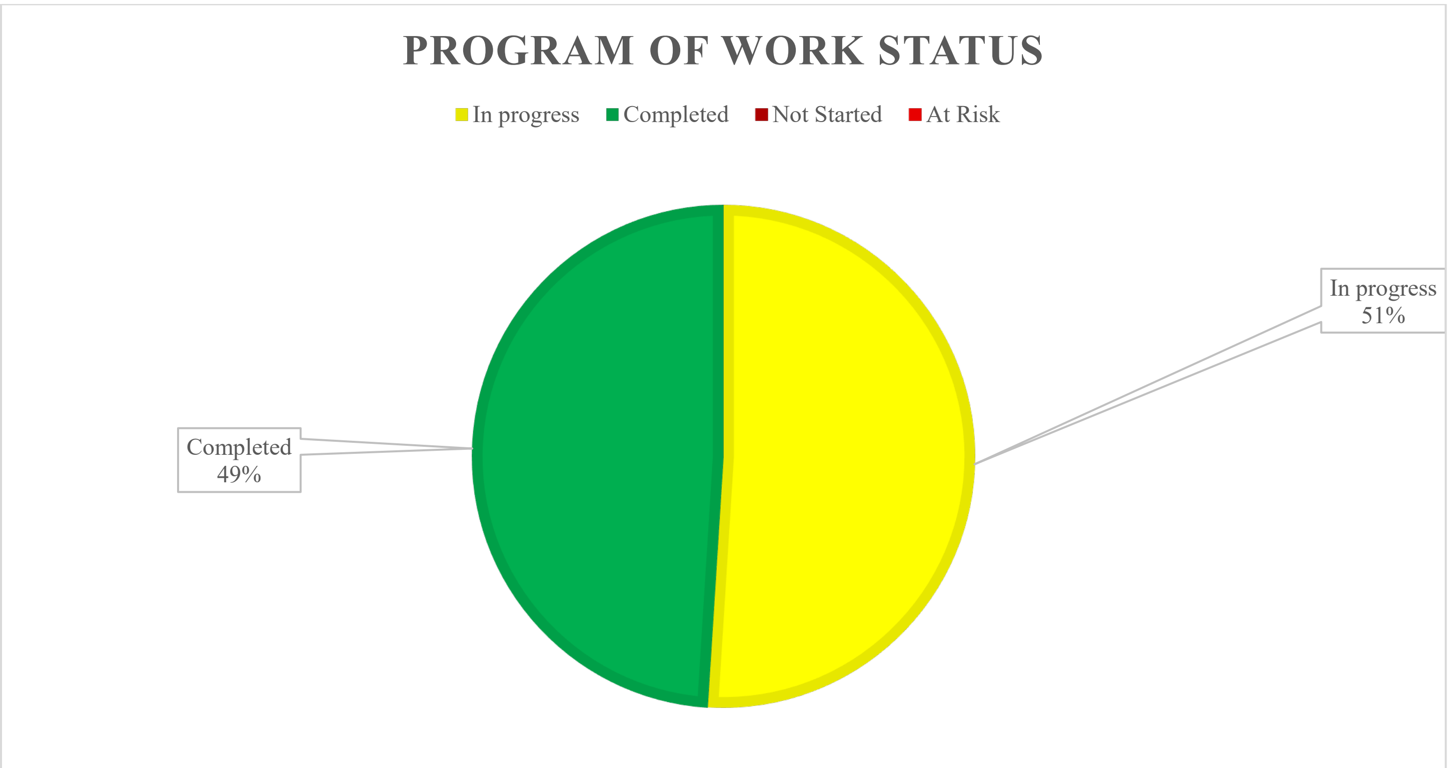
| No. | Program/Cost/Funding Source | Responsible Party | Status |
|---|---|---|---|
| **Parks & Recreation Department *(continued)*** | | | |
| 25 | Purchase concession stand equipment, $2,500. | Parks & Rec. Director | **Completed.** |
| 26 | Purchase pitching mounds, $8,000. | Parks & Rec. Director | **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. |
| 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. On May 20, 2025 regular session for reconsideration. |
| 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. |

| No. | Program/Cost/Funding Source | Responsible Party | Status |
|---|---|---|---|
| **Public Works Department *(continued)*** | | | |
| 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.** |
| 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 June 14, 2025 at 9:00 a.m. | Public Works Director / Project Manager | Preparing for the June 14, 2025 ceremony. |
| 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.<br>• Mt. Verd Rd. from Clearwater Rd to city limits (.34)<br>• Sharp Rd. from Velma Rd. to Railroad Ave (.21)<br>• Tellico Ave. from Congress to Astrid St (.83)<br>• Dennis St. from Congress to Decatur Pike (.62)<br>• Woodward Ave. from N. Jackson St. to Ingleside Ave (1.07)<br>• Forrest Ave. from Ingleside Ave. to Madison Ave (.29)<br>• Guille St. from Ingleside Ave. to Eastanallee Ave (.12)<br>• Glendale Ave. from Park St. to Cedar Springs Rd (.29)<br>• 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 June 2025, bid considered by council during July 2025, and completion during late 2025. |

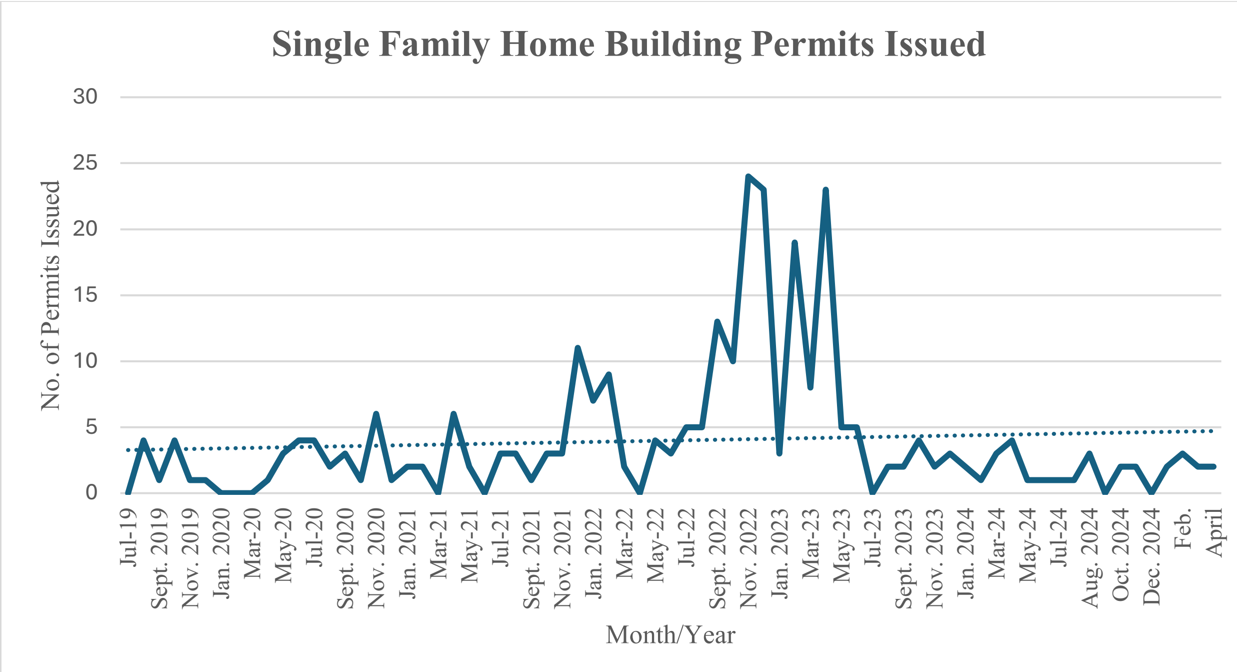
| No. | Program/Cost/Funding Source | Responsible Party | Status |
|---|---|---|---|
| **Public Works Department *(continued)*** | | | |
| 48 | Prepare next round of local street paving set for 2026, $2,000,000 using local funds. | Public Works Director | |
| 49 | Prepare an electronic inventory/data 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. In FY 2025-26 budget to construct. |
| 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, 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-May 2025, completion during June 2025. |

## Key

| | Status | No. of Projects/Total Projects | Percentage |
|---|---|---|---|
| | In Progress | 29/57 | 51% |
| | Completed | 28/57 | 49% |
| | Not Started | 0/57 | 0% |
| | At Risk | 0/57 | 0% |



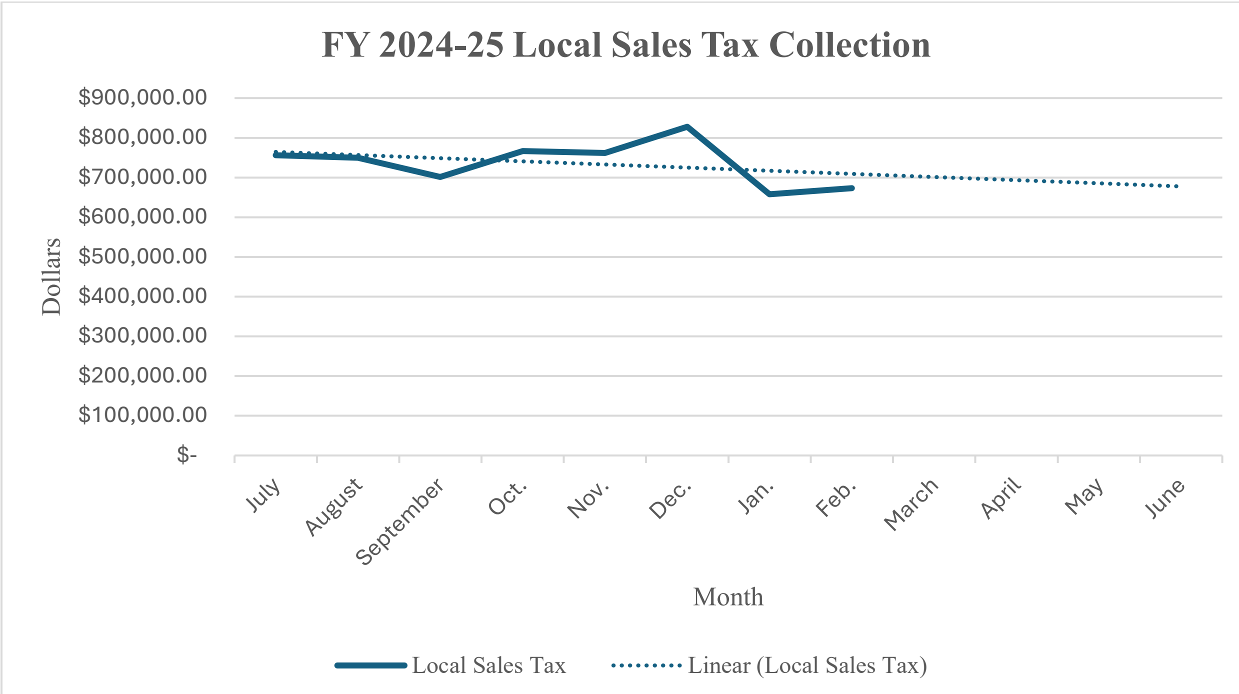
# SINGLE FAMILY HOME BUILDING PERMITS ISSUED




| 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 | 2 |
| Apr. | 1 | 6 | 0 | 23 | 4 | 2 |
| May | 3 | 2 | 4 | 4 | 1 | |
| June | 4 | 0 | 3 | 5 | 1 | |
| **Total** | **19** | **29** | **48** | **142** | **25** | **17** |

Source: Community Development Dept.

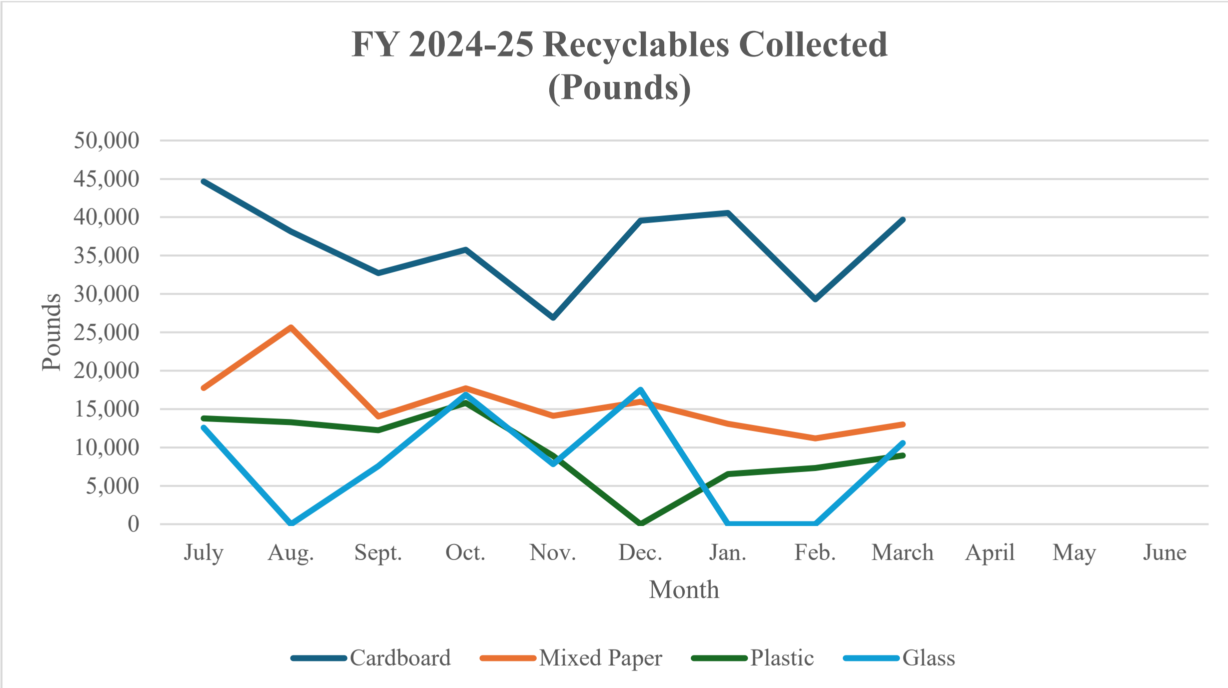
# LOCAL SALES TAX COLLECTION




| 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. | 673,300 | 2.3% |
| March | | |
| April | | |
| May | | |
| June | | |
| | | |
| **Total Collected** | **$5,894,227** | |
| **Budgeted** | **$8,800,000** | |
| **% Collected** | **67%** | |
| **Avg. Per Month** | **$736,778** | |

Source: Tennessee Dept. of Revenue

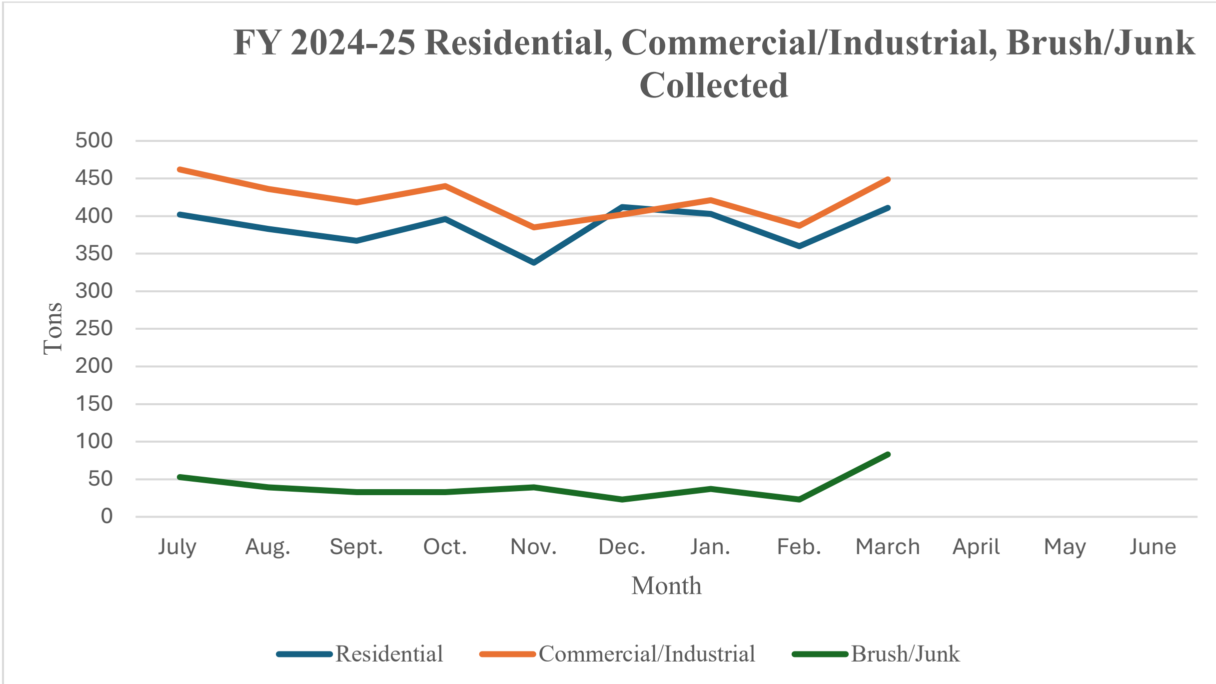
# RECYCLABLES COLLECTED




| 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 | 39,690 | 12,980 | 8,960 | 10,560 |
| April | | | | |
| May | | | | |
| June | | | | |
| | | | | |
| **Total Pounds Collected** | **327,330** | **142,440** | **86,880** | **72,920** |
| **Avg. Pounds Per Month** | **36,370** | **15,826** | **9,653** | **8,102** |
| **Total Pounds Previous FY** | **449,580** | **200,020** | **166,940** | **98,980** |
| **% of Previous FY** | **72.8%** | **71.2%** | **52.0%** | **73.7%** |

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 | 411 | 449 | 83 |
| April | | | |
| May | | | |
| June | | | |
| | | | |
| **Total Tons Collected** | **3,472** | **3,800** | **363** |
| **Avg. Tons Per Month** | **386** | **422** | **40** |
| **Total Tons Previous FY** | **4,627** | **5,417** | **598** |
| **% of Previous FY** | **75.0%** | **70.1%** | **60.7%** |

Source: Public Works Dept.

CITY OF ATHENS
EST. 1822
CITY HALL
THE FRIENDLY CITY
TENNESSEE