



ATHENS CITY COUNCIL REGULAR SESSION AGENDA

Tuesday, November 18, 2025, 6:00pm

**Athens City Hall
Burkett L. Witt Council Chambers**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. APPROVAL OF MINUTES

(1-4) A. Tuesday, October 21, 2025 – Regular Session

(5-7) B. Thursday, October 23, 2025 – Called Session

VI. COMMUNICATIONS AND SPECIAL PRESENTATIONS

A. Athens City Primary School Report

(8-9) B. VIVID Award – James “Jim” Robert Nelson

(10-23) C. Southeast United States / Japan Association (SEUS) Conference - Lindsey Ferguson

(24-36) D. Visit to Athens Sister City, Isahaya, Japan - Mayor Eaton & City Manager Dowling

VII. CITIZENS COMMENTS GERMANE TO THE AGENDA

VIII. CONSENT AGENDA

(37) A. Approve Replacement of Existing Court Lighting Fixtures and Add New Pedestrian Lighting at Ingleside Park and Replace Existing Court Lighting Fixtures at Heritage Park

(38) B. Approve Updates to 457 Deferred Compensation Plan

IX. ORDINANCES

(39-40) A. Second Reading and Public Hearing of Ordinance 1147, An Ordinance to Amend Title 3 “Municipal Court”, Chapter I, Section 3, of the Athens City Code, by Removing the Requirement that the City Judge be a Resident of the County.

- (41-66) B. Second Reading and Public Hearing of Ordinance 1148, An Ordinance Amending the City of Athens, Tennessee Municipal Zoning Ordinance Regulating Development within the Corporate Limits of Athens, Tennessee, to Minimize Danger to Life and Property Due to Flooding, and to Maintain Eligibility for Participation in the National Flood Insurance Program.

X. OLD BUSINESS

XI. NEW BUSINESS

- (67-77) A. Public Hearing for Resolution 2025-29, a Resolution adopting a Plan of Services for the Annexation of the Lee Drive Area Property by the City of Athens, Tennessee
- (78-81) B. Resolution 2025-30, a Resolution to Annex Property Located off Lee Drive and Described in the Body of this Resolution, and to Incorporate the same Within the Boundaries of the City of Athens, Tennessee.
(Action contingent on adoption of the Plan of Services.)
- (82-84) C. If Resolution 2025-30 is approved City Council may consider the First Reading of Ordinance 1149, an Ordinance to Amend The Zoning Ordinance of the City of Athens, Tennessee, so as to Amend the Official Zoning Map to Include and Zone Property off Lee Drive to R-3 (High Density Residential District) Said Area Being Located Within the Corporate Limits of Athens, Tennessee.
(Action contingent on approval of Annexation.)
- (85-91) D. Bid Award of RFP 25-16 Fireworks & Drone Light Show for July 4, 2026
- (92-110) E. Engineering Agreement to Proceed with Phase 1 of Market Park Master Plan
- (111) F. Historic Preservation Commission - Vacancy
 - application on file – James Fries
- (112) G. Discuss Graffiti Ordinance
- (113-118) H. Choose a Process for Filling City Council Vacancy
 - Call for Nominations from City Council
 - Establish Application Period and Accept Applications

XII. REPORTS

- (119-125) A. Finance Department Monthly Report
- (126-128) B. Fire Department Monthly Report
- (129-132) C. Police Department Monthly Report

XIII. REPORT FROM THE CITY MANAGER

- (133-146) A. Program of Work

XIV. CITIZENS COMMENTS

XV. ADJOURNMENT



ATHENS CITY COUNCIL MINUTES OF REGULAR SESSION

The Athens City Council met in regular session on **Tuesday, October 22, 2025**, at 6:00 p.m. in the Athens City Hall Council Chambers, with Mayor Eaton presiding. Councilmember Duggan led the invocation. Vice Mayor Curtis led the Pledge of Allegiance.

Roll call:

PRESENT: Duggan, Pelley, Sherlin, Curtis, Eaton

ABSENT: None

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 as presented for Tuesday, September 16, 2025 – Regular Session, Thursday, September 25, 2025 – Called Session, Thursday, October 2, 2025 – Called Session, and Thursday October 7, 2025 – Called Session; seconded by Councilmember Pelley.

APPROVED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

COMMUNICATIONS AND SPECIAL PRESENTATIONS

- A. Report - Athens City Intermediate School presentation
- B. Proclamation - Athens City Middle School Lady Cougar Soccer Team, presented by Vice Mayor Curtis

CITIZEN'S COMMENTS GERMANE TO THE AGENDA

- Glenn Whiting commented on New Business item XI. G.

CONSENT AGENDA

Before consideration of the Consent Agenda, Councilmember Sherlin requested that item D be moved to New Business.

- A. Approve Disposal of City-Owned Property on Tellico Avenue near the Intersection of Hammerhill Road.
- B. Approve Resolution 2025-27, a Resolution Authorizing the City of Athens to Participate in the Public Entity Partners James L. Richardson Driver Matching Grant.
- C. Approve Proposed Revision to Fee Schedule Parks & Recreation Miscellaneous Fees.
- D. *See New Business item XI. H.*
- E. Approve Surplus QTAC EMS-R Skid.

Vice Mayor Curtis moved to approve items A, B, C, and E as presented and move item D to New Business; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

ORDINANCES

- A. Public Hearing & Second Reading of Ordinance 1144, An Ordinance to Amend the Zoning Ordinance of the City of Athens, Tennessee, and the Official Zoning Map to Rezone Property Located Within the Corporate Limits of Athens, Tennessee at 2201 Decatur Pike (A Portion of McMinn County Tax Map 056, Parcel 009.00) from B-3 (Intensive Business District) to R-2 (Medium Density Residential District).

Mayor Eaton opened the public hearing. There being no citizens wishing to speak, Mayor Eaton closed the public hearing.

Councilmember Sherlin moved to approve Ordinance 1144 as presented; seconded by Vice Mayor Curtis.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

- B. Public Hearing & Second Reading of Ordinance 1145, An Ordinance to Amend Title 14, Chapter V “Stormwater Management”, Section 14-128 and Section 14-130 of the Athens City Code.

Mayor Eaton opened the public hearing. There being no citizens wishing to speak, Mayor Eaton closed the public hearing.

Vice Mayor Curtis moved to approve Ordinance 1145 as presented; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

OLD BUSINESS

-None-

NEW BUSINESS

- A. City Hall Renovations and Expansion.

Item failed for lack of motion.

- B. First Reading of Ordinance 1146, An Ordinance to Amend Chapter 13-III, “Dilapidated and Unfit Structures and Areas,” of the Athens City Code by Adding a Requirement that City Staff Engaged in Actions Under this Chapter be Certified in Residential and Commercial Building Code Inspections.

Councilmember Sherlin moved to approve the first reading of Ordinance 1146; seconded by Councilmember Pelley.

FAILED

Roll call vote:

YEAS: Pelley, Sherlin

NAYS: Duggan, Curtis, Eaton

- C. First Reading of Ordinance 1147, An Ordinance to Amend Title 3 “Municipal Court”, Chapter I, Section 3, of the Athens City Code, by Removing the Requirement that the City Judge be a Resident of the County.

Councilmember Pelley moved to approve the first reading of Ordinance 1147; seconded by Councilmember Sherlin.

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PASSED

Roll call vote:

YEAS: Pelley, Sherlin, Curtis

NAYS: Duggan, Eaton

D. First Reading of Ordinance 1148, An Ordinance Amending the City of Athens, Tennessee Municipal Zoning Ordinance Regulating Development within the Corporate Limits of Athens, Tennessee, to Minimize Danger to Life and Property Due to Flooding, and to Maintain Eligibility for Participation in the National Flood Insurance Program.

Vice Mayor Curtis moved to approve the first reading of Ordinance 1148; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

E. Public Hearing and Application Selection for Certificate of Compliance for Retail Package Store.

Vice Mayor Curtis moved to award a certificate of compliance for retail package store to the single applicant (Athens Wine & Liquor); seconded by Councilmember Pelley.

Mayor Eaton opened the public hearing. One citizen spoke against the liquor store. Mayor Eaton closed the public hearing.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Curtis, Eaton

NAYS: Sherlin

F. Bid Award of RFB 2025-15 for HVAC Replacement at Fire Station #2 and City Hall.

Vice Mayor Curtis moved to award bid to Webb Plumbing, Heating, and Electrical; seconded by Councilmember Duggan.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

G. Authorization for Mediation with Glenn Whiting.

Councilmember Pelley moved to proceed with mediation; seconded by Vice Mayor Curtis. Mayor Eaton asked that the motion be more specific. Councilmember Pelley withdrew the motion.

Councilmember Sherlin moved to authorize the City Manager and City Attorney to attend meditation to engage Mr. Glenn Whiting and his legal counsel in a mutually agreed upon location and mediator; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Pelley, Sherlin, Curtis, Eaton

NAYS: None

ABSTAIN: Duggan

H. (Consent Agenda item D) Award Bid for RFP 25-12 to Tim's Fencing for New Electronic Gate at Regional Park (\$35,330).

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Vice Mayor Curtis moved to award bid of \$35,330 to Tim's Fencing; seconded by Councilmember Duggan.

PASSED

Roll call vote:

YEAS: Duggan, Curtis, Eaton

NAYS: Pelley, Sherlin

- I. Councilmember Pelley moved to have questions answered regarding the City Manager and City Mayor's trip to Japan.

Councilmember Pelley withdrew the motion after Mayor Eaton answered the questions.

- J. Councilmember Duggan moved to acknowledge that the travel policy has been reviewed.

The motion failed for lack of a second.

REPORTS

- A. Community Development Quarterly Report
- B. Finance Department Monthly Report
- C. Fire Department Monthly Report
- D. Police Department Monthly Report

All reports listed are provided to council members and made available on the City's website.

REPORT FROM THE CITY MANAGER

- A. Program of Work

The current program of work is available on the City's website.

CITIZENS COMMENTS

- Perry McGowan thanked the City for showing respect to his father, Capt. Robert McGowan Sr.
- Sherrie Griffith submitted notes regarding Citizens Against Public Profanity (CAPP).
- Glenn Whiting addressed the code of conduct.
- Corey Jones read notes from Glenn Whiting.

ADJOURNMENT

Mayor Eaton adjourned the meeting at approximately 7:30 p.m.

Roll call vote:

YEAS: Pelley, Sherlin, Curtis, Eaton

NAYS: None

Larry Eaton, Mayor

Randall Dowling, City Manager



ATHENS CITY COUNCIL MINUTES OF CALLED SESSION

The Athens City Council met in special called session on **Thursday, October 23, 2025**, at 6:00pm in the Athens City Hall Council Chambers with Mayor Eaton presiding. Vice Mayor Curtis led the invocation. Councilmember Pelley led the Pledge of Allegiance.

Roll call:

PRESENT: Duggan, Pelley, Sherlin, Curtis, Eaton

ABSENT: None

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

PUBLIC NOTICE SPECIAL CALLED SESSION

Notice is hereby given to all residents of Athens, Tennessee, and to all interested persons, that a Special Called Session of the Athens City Council will be held at Athens City Hall, 815 North Jackson Street, Athens, Tennessee, beginning at **6:00 p.m. on Thursday, October 23, 2025**.

The purpose of this meeting is to:

1. Concerns of Councilmember Pelley
2. Councilmember Pelley's Retirement
3. Authorization of an Honorarium
4. Authorization to the City Attorney to Propose Documents to Dismiss the Ouster Suit regarding Councilmember Pelley.

Citizens will have the opportunity to provide public comments. Prior to the start of the meeting, all individuals wishing to address the City Council must sign in on the sheet provided at the entrance to the Council Chambers.

For additional information, please contact the Office of the City Manager at (423) 744-2702.

/s/ _____
Larry Eaton, Mayor

NEW BUSINESS

- A. Discuss and Take Action to Restore a Code of Conduct for Council Members.

Vice Mayor Curtis moved to authorize staff to prepare a code of conduct for review and discussion during the November 10, 2025 Work Session; seconded by Councilmember Duggan.

PASSED

Roll call vote:

YEAS: Duggan, Sherlin: called point of order and requested a recess

NAYS: Pelley

Mayor Eaton called a five-minute recess at 6:17pm. When the meeting resumed, the vote had not been completed.

CITIZENS COMMENTS

- Glenn Whiting

Councilmember Pelley made a motion regarding the conduct of conduct to require councilmembers to always positively represent city 24/7, always be respectful even if a citizen is not, and to not allow point of order during citizens' comments; seconded by Councilmember Sherlin.

Councilmember Sherlin moved to amend the motion.

Councilmember Pelley withdrew the original motion.

Councilmember Sherlin moved to authorize the City Manager to prepare a draft Code of Conduct, incorporating Councilmember Pelley's suggestions where feasible, for discussion at the November 10, 2025 Work Session; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

B. Discuss and Take Action to Revise the Citizen Comment Rules Regarding Citizens Speaking at Public Meetings of the Council.

CITIZENS COMMENTS

- Glenn Whiting
- Tyler Boyd

Councilmember Pelley moved to change the citizen comment rules to allow five minutes instead of three minutes, move citizen comments to the front of the agenda, and have the attorney review the rules; Councilmember Sherlin seconded.

Councilmember Sherlin moved to amend the motion.

Councilmember Pelley withdrew the original motion.

Councilmember Sherlin moved to authorize the City Manager to prepare a draft for citizen comment rules, incorporating the suggestions of Councilmember Pelley, for discussion at the November 10, 2025 Work Session; seconded by Councilmember Pelley.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

CITIZENS COMMENTS

- Heath Wilcox
- Abby Carroll

C. Discuss and Take Action to Establish a Policy and Procedures Concerning Complaints Against City Staff / Employees and City Council Members.

CITIZENS COMMENTS

- Glenn Whiting

Councilmember Pelley moved to require that all complaints receive a written response; that any complaint involving the City Attorney or HR Director be outsourced; that a copy of the findings be provided to the complainant; and that, if the complainant disagrees with the findings, the Council would review the matter during a workshop and provide an opinion. He further moved to authorize the City Manager and City Attorney to draft a procedure for handling complaints. Councilmember Sherlin seconded the motion.

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PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

- D. Discuss and Take Action on Engaging in Mediation between the City and Glenn Whiting to Resolve All Past and Current Disputes to include Removing Writing on the Downtown Walls Forever Allowing a Mural to be Painted.

Mayor Eaton removed this item from the agenda.

CITIZENS COMMENTS

- Heath Wilcox

- E. Reading of a Letter about “Years on the Council” for Councilmember Dr. Dick Pelley.

Abby Carroll was invited to the podium by Councilmember Pelley to read a letter he had prepared.

- F. Approve and Accept the Announcement of Councilmember Dr. Dick Pelley’s Retirement Effective at the Adjournment of this Meeting and Take Action to Approve One Year of Salary Minus Taxes to be Paid in a Lump Sum in November 2025 (\$3,504.52).

- G. Authorization for the City Attorney to Prepare and File Documents to Dismiss the Ouster Suit regarding Councilmember Dr. Dick Pelley Upon His Retirement.

City Attorney Caldwell took the podium to discuss Items F and G. He stated that the order to dismiss the ouster had been signed and filed, and would be reviewed and signed by Dr. Pelley following adjournment.

Mayor Eaton moved to accept the resignation of Councilmember Pelley, approve a lump-sum payment of \$3,504.52 to Dick Pelley, and authorize the City Attorney to prepare and file documents to dismiss the ouster suit against Councilmember Pelley upon his resignation; seconded by Vice Mayor Curtis.

PASSED

Roll call vote:

YEAS: Duggan, Pelley, Sherlin, Curtis, Eaton

NAYS: None

ADJOURNMENT

Mayor Eaton adjourned the meeting at 7:53 p.m.

Larry Eaton, Mayor

Randall Dowling, City Manager





VERY IMPORTANT VOLUNTEER INDIVIDUAL OFFICIAL NOMINATION FORM

Nominee: James Robert “Jim” Nelson

Nominated By: Mayor Larry Eaton

Date: November 10, 2025

Reason for Nomination:

Few individuals embody the spirit of volunteerism more completely than James Robert “Jim” Nelson. Since moving to Athens in 1985, Jim has been a tireless servant, mentor, and advocate for others — giving his time, resources, and energy to make Athens a stronger, kinder, and more connected community.

When Jim arrived in Athens in 1985 to open an Edward Jones Investments office, he didn’t just set up a business; he set down roots. Within months, he became an assistant basketball coach at Tennessee Wesleyan College (now TWU) under Coach Don Dodgen, drawing on his experience as a UAB assistant coach under Gene Bartow.

In 1986, Jim became an Elder at Mars Hill Presbyterian Church, where he continues to serve faithfully to this day. Each year, the congregation and community celebrate “Jim Nelson Rally Day” on September 22nd, a tradition where the Nelson family cooks pancakes for anyone who wishes to attend. It’s a small example of how Jim turns community into family.

Throughout the years, Jim’s volunteer work has touched nearly every civic and charitable corner of Athens. In 1993, he was named Diplomat of the Year for the United Way, and by 1995, he was serving as President of both the United Way and the Chamber of Commerce. That same year, he became the first President of the McMinn County Education Foundation and was recognized as Man of the Year for his remarkable civic contributions.

His service continued through the early 2000s as a member of the Athens City School Board for eight years, where he worked to enhance opportunities for local students, including his own children. In 2008, he was honored as the YMCA Volunteer of the Year for his continued dedication to youth and community programs.

Even as his professional life flourished, culminating in his role as Regional Leader for Edward Jones Investments and his selection as a General Partner in the global firm, Jim remained grounded in service. When he retired in 2017 to care for his wife, his volunteerism didn’t slow down. In fact, it deepened.

Following his retirement, Jim redirected his focus to Grace and Mercy Ministries, where he volunteers weekly to feed those in need across the community. He not only delivers meals and coordinates distribution but often contributes financially to ensure no one goes without. Partnering with local businesses like Food City's Rusty Rollins, Jim helps keep the ministry supplied with fresh produce and staples — a mission he has faithfully upheld for years.

Jim's community pride is evident not just in his service but in his stewardship of Athens' history. The Nelson family's downtown building, the former Farmers Bank purchased in 1993, was lovingly restored under Jim's guidance. Their commitment to preserving local character earned them the Beautification Award from Main Street Athens in 2021.

In 2024, Jim's lifetime of giving was once again recognized when the Kiwanis Club of Athens presented him with the Distinguished Service Award — a fitting testament to decades of compassion and leadership.

Jim Nelson is as joyful as he is generous. His latest passion, pickleball, became a community cause when he led the effort to bring new courts to town. For three years, he worked hand-in-hand with city leaders, rallying players (literally) in matching neon "Athens TN Pickleball" shirts to show support for the project — proof that service can be both purposeful and fun. Those courts are used by many, a daily reminder of how one person's persistence can enrich a whole community.

For nearly forty years, Jim Nelson has demonstrated what it means to give selflessly — not for recognition, but because it's the right thing to do. His actions have built bridges, strengthened programs, and lifted spirits across Athens. He continues to volunteer weekly, mentor others, and approach each day with the same steady kindness that has defined his life's work.

Jim Nelson isn't just a volunteer — he's the beating heart of a community that's better because he's in it. For his decades of faithful service, leadership, and generosity, it is with immense pride that the Athens City Council approves the nomination of James Robert "Jim" Nelson for the Very Important Volunteer Individual Award.



47th Annual SEUS-Japan Conference and Joint Meeting Report

Event Overview

The 47th Annual Joint Meeting of the Japan-U.S. Southeast & Southeast U.S./Japan Associations was held on October 28–29, 2025, at Hotel New Otani in Tokyo, Japan, under the theme: 'Shaping the Future with Partnership, Innovation, and Growth.' This prestigious event brought together 440 delegates, including government officials, business leaders, and industry experts from Japan and the seven Southeast U.S. states.

Key Participants

Japan Leadership: Mr. Masaaki Tsuya, Mr. Matsuo Takehiko, Mr. Norihiko Ishiguro, His Excellency Mr. Shigeo Yamada. Southeast U.S. Leadership: Governors Josh Stein (NC), Brian Kemp (GA), Bill Lee (TN), and other state leaders. Special Guests included Consuls General and industry leaders from DENSO, Aflac, Astroscale, Space BD, and others.

Conference Highlights

Opening remarks emphasized partnership, innovation, and growth. Panel sessions included 'Strengthening Ties' on bilateral partnerships and 'Next Horizons Together' on U.S.-Japan collaboration in the New Space Economy. Special features included a luncheon interview with Takeshi Hakamada, CEO of ispace Inc., and a Higher Education Session on accelerating technology and business development.

McMinn County EDA Participation

Representatives from McMinn County Economic Development Authority and the City of Athens joined Tennessee's delegation led by Governor Bill Lee and Commissioner Stuart McWhorter. Key engagements included meetings with DENSO Corporation and networking with global leaders to explore opportunities in advanced manufacturing, workforce development, and cultural exchange.



Key Takeaways

- Global Partnerships Drive Local Growth: Strong international relationships are essential for economic development.
- Innovation is the Future: Collaboration in emerging sectors like the New Space Economy will create new opportunities.
- Education Matters: Higher education institutions accelerate technology and business development.
- Tennessee's Leadership Role: Hosting the 48th Annual Meeting positions Tennessee as a hub for global dialogue.
- DENSO's Continued Commitment: Reinforces McMinn County's strategic importance in advanced manufacturing.

Contact Information

Lindsey Ferguson, Executive Director, McMinn County Economic Development Authority

Phone: (423) 745-1506 | Email: Lindsey@MakeItInMcMinn.org

Website: www.MakeItInMcMinn.org

NEWS RELEASE



For Release
For Immediate Release
November 3, 2025

Contact: Lindsey Ferguson, Executive Director
McMinn County Economic Development Authority
(423) 745-1506
lindsey@MakeltInMcMinn.org

McMinn County EDA and City of Athens Officials Join Global Leaders at 47th SEUS-Japan Conference in Tokyo

McMinn County, TN — Representatives from the McMinn County Economic Development Authority and the City of Athens recently returned from Tokyo, Japan, where they participated in the prestigious 47th Annual Southeast U.S./Japan (SEUS-Japan) Conference. The delegation joined Tennessee Governor Bill Lee, Commissioner Stuart McWhorter, and other state leaders committed to strengthening international economic ties.

The SEUS-Japan Conference is a distinguished gathering of global business and government leaders, celebrating the enduring economic and cultural partnership between Japan and the southeastern United States. This year's event provided a valuable platform to honor decades of collaboration, showcase regional successes, and forge new connections across the seven SEUS member states and Japan.

During the conference, McMinn County EDA and City of Athens officials met with representatives from DENSO Corporation, a key employer in the region and a cornerstone of the Japan-McMinn County relationship. As the largest employer in McMinn County, DENSO's continued investment and presence underscore the importance of international partnerships in driving local economic growth and innovation.

"The relationship between Tennessee and Japan is one of mutual respect, shared values, and economic opportunity," said Lindsey Ferguson of the McMinn County EDA. "Our longstanding partnership with DENSO is a prime example of how global collaboration can bring lasting benefits to our community."

The conference also offered opportunities to deepen existing relationships and explore new avenues for cooperation in areas such as advanced manufacturing, workforce development, and cultural exchange. McMinn County EDA remains committed to fostering international partnerships that support local prosperity and global engagement.

The McMinn County Economic Development Authority's mission is to facilitate the creation and retention of quality jobs for the citizens of McMinn County and increase capital investment through a targeted marketing plan and regional partnerships. In addition to its core economic development initiatives, the Authority also operates a dedicated Tourism Department, which promotes McMinn County as a vibrant destination for visitors and supports the growth of the local tourism economy.

For more information on the McMinn County Economic Development Authority, please contact Lindsey Ferguson, Executive Director, at (423) 745-1506 or by email at Lindsey@MakeltInMcMinn.org. Visit us online at www.MakeltInMcMinn.org.

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47th ANNUAL JOINT MEETING OF THE JAPAN-U.S. SOUTHEAST & SOUTHEAST U.S./JAPAN ASSOCIATIONS

Joint Statement

October 29, 2025

The Japan-U.S. Southeast Association and the Southeast U.S./ Japan Association held their 47th Annual Joint Meeting in Tokyo, Japan at Hotel New Otani on October 28 and 29, 2025, with the theme of “Shaping the Future with Partnership, Innovation, and Growth.” Japan Chairman Mr. Masaaki Tsuya and Southeast U.S. Chairman Mr. Don Stewart presided over the meeting with some 440 registered delegates, spouses, guests, and observers representing Japan and the Southeast United States. The Honorable Josh Stein, Governor of the State of North Carolina, the Honorable Brian Kemp, Governor of the State of Georgia, and the Honorable Bill Lee, Governor of the State of Tennessee attended and served as the head of delegations for their own states.

The other Southeast state delegations were led by Ms. Ellen G. McNair, Secretary of Commerce, State of Alabama; Mr. Cord Byrd, Secretary of State, State of Florida; Mr. Bill Cork, Executive Director, Mississippi Development Authority, State of Mississippi; and Mr. David Royer, Managing Director, State of South Carolina Japan Office.

Other distinguished guests in attendance included: The Honorable Iwao Horii, State Minister for Foreign Affairs; Mr. Matsuo Tekaehiko, Vice-Minister for International Affairs, Ministry of Economy, Trade, & Industry of Japan; Mr. Kenichi Matsuda, Consul General of Japan in Atlanta; Mr. Junya Nakano, Consul General of Japan in Miami; and Mr. Shinji Watanabe, Consul General of Japan in Nashville. Mr. Norihiko Ishiguro, Chairman, the Japan External Trade Organization (JETRO).

In their opening remarks, Chairman Tsuya and Co-Chairman Stewart highlighted the importance of shaping the future with strong partnership and innovation with growth especially relevant in today’s global landscape. They concluded by expressing their confidence that this year’s meeting will reinforce the strong relationships that have proven mutually beneficial to the Southeast US States and Japan for many decades.

Following these opening remarks, the Honorable Iwao Horii, and Mr. Matsuo Takehiko shared their perspectives on topics of interest to the audience in line with the theme of the meeting. After these guest remarks, each of the SEUS delegation leaders provided state-specific information and Consul General Kenichi Matsuda, Consul General of Japan in Atlanta, addressed the audience providing his perspective on the success of the associations and opportunities for the future.

Panel Session 1, “Strengthening Ties: The Enduring Value of Bilateral Partnerships in Business,” focused on the importance of strong bilateral partnerships especially in the face of the challenges of today’s

rapidly evolving global economy and chaotic global situation. The panelists were: Mr. Satoshi Komiya, Managing Director & Senior Partner, Boston Consulting Group; Ms. Reiko Kusunose, Independent Outside Director of Teijin Limited, Bunka Shutter Corporation, and NIPPO Corporation; Ms. Masami Tyson, Chief of Staff, Metropolitan Government of Nashville and Davidson County; and Mr. Virgil Miller, President of Aflac Incorporated and Aflac U.S... The panel was moderated by Mr. Norihiko Ishiguro, Chairman, the Japan External Trade Organization (JETRO).

The luncheon featured a special presentation and interview session of Mr. Takeshi Hakamada, Founder & CEO, ispace Inc.

Panel Session 2, was titled “Next Horizons Together: SEUS- Japan Innovation and Opportunities across Endless Frontiers in the New Space Economy”.” The panel focused on the importance of showcasing U.S.- Japan collaboration driving innovation and sustainable growth in the New Space Economy, connecting government, industry, and academia to expand opportunities in space commerce and technology, and defining actionable pathways that strengthen bilateral leadership and regional economic impact. The panelists were: Dr. Mengu Cho, Professor, Department of Space and Semiconductor Engineering, Chiba Institute of Technology/ Professor, Department of Space Systems Engineering, Kyushu Institute of Technology/ Director, Laboratory of Lean Satellite Enterprises and In-Orbit Experiments; Mr. Masatoshi Nagasaki, Co-Founder & CEO, Space BD Inc.; Ms. Barbie Peek, Chief Business Development Officer, Port of Huntsville; Mr. Louis Ross, CEO, MEI Micro, Inc.; Mr. Rober Long, President & CEO, Space Florida. The panel was moderated by Mr. Chris Blackerby, Group Chief Operation Officer (COO), Astroscale Holdings.

The Annual Joint Meeting concluded at a Closing Ceremony featuring remarks by Consul General Watanabe of Nashville and Consul General Nakano of Miami. Chairman Tsuya and Chairman Stewart offered closing remarks. After exchanging ceremonial gifts between the Chairmen, “Passing of the Baton” was executed from the Honorable Josh Stein, Governor of the State of North Carolina, to the Honorable Bill Lee, Governor of the State of Tennessee. The meeting was adjourned with an announcement by Governor Bill Lee that the 48th Annual Joint Meeting will be held in the Nashville, Tennessee, October 27-29, 2026.

Throughout the program, views and opinions were exchanged, and a deeper understanding of issues and opportunities of mutual interest was gained. Participants were able to see long-time friends and make new ones, and the significance of the partnership between the seven Southeast US States and Japan were reconfirmed. The value of working together in harmony was recognized, and a commitment to the joint effort to help achieve sustainable growth of the U.S. and Japan.

After the closing ceremony, the Annual Joint Meeting also introduced the newest area of focus, Higher Education Session titled “Howe Higher Education Institutions Help Accelerate Industry Technology and Business Development,” a topic aligned with the conference theme of shaping the futures. The Associations are mindful that younger people attending institutions of higher learning will become the future leaders of industry and government in both countries.

Finally, His Excellency Mr. Shigeo Yamada, Ambassador Extraordinary and Plenipotentiary of Japan to the United States, attended the Annual Joint Meeting by joining and delivering a keynoted address tat the Gala Dinner on Wednesday, October 29, which was the last event of this entire two-day Annual Joint Meeting.

**47TH
ANNUAL
SEUS-JAPAN
CONFERENCE
AND JOINT
MEETING
REPORT**

INSIGHTS AND
OUTCOMES FROM
THE RECENT
INTERNATIONAL
COLLABORATION



47TH ANNUAL SEUS- JAPAN CONFERENCE AND JOINT MEETING REPORT

Event Overview

Conference Details

The 47th Annual Joint Meeting was held in Tokyo with about 440 delegates from Japan and Southeast U.S. states.

Theme and Focus

The event focused on partnership, innovation, and growth to shape the future together.

Economic and Cultural Partnership

The meeting reinforced strong economic and cultural ties between Japan and the southeastern United States.

Addressing Global Challenges

Delegates emphasized collaboration to tackle global issues and promote sustainable development.



Key Participants

Japanese Delegation

Key Japanese participants included prominent business leaders and diplomats, highlighting Japan's role in the conference.

U.S. State Leaders

Governors from North Carolina, Georgia, and Tennessee as well as state officials from the other four states played significant roles at the event.

Industry Representatives

Industry leaders from companies like DENSO, Aflac, Astroscale, and Space BD shared valuable insights and perspectives.

Diplomatic Presence

Consuls General from Atlanta, Miami, and Nashville and Japan Ambassador to the U.S. emphasized the diplomatic importance of the conference.



Conference Highlights

Collaborative Growth Emphasis

Opening remarks highlighted the importance of partnership and innovation for collaborative growth.

Bilateral Partnerships

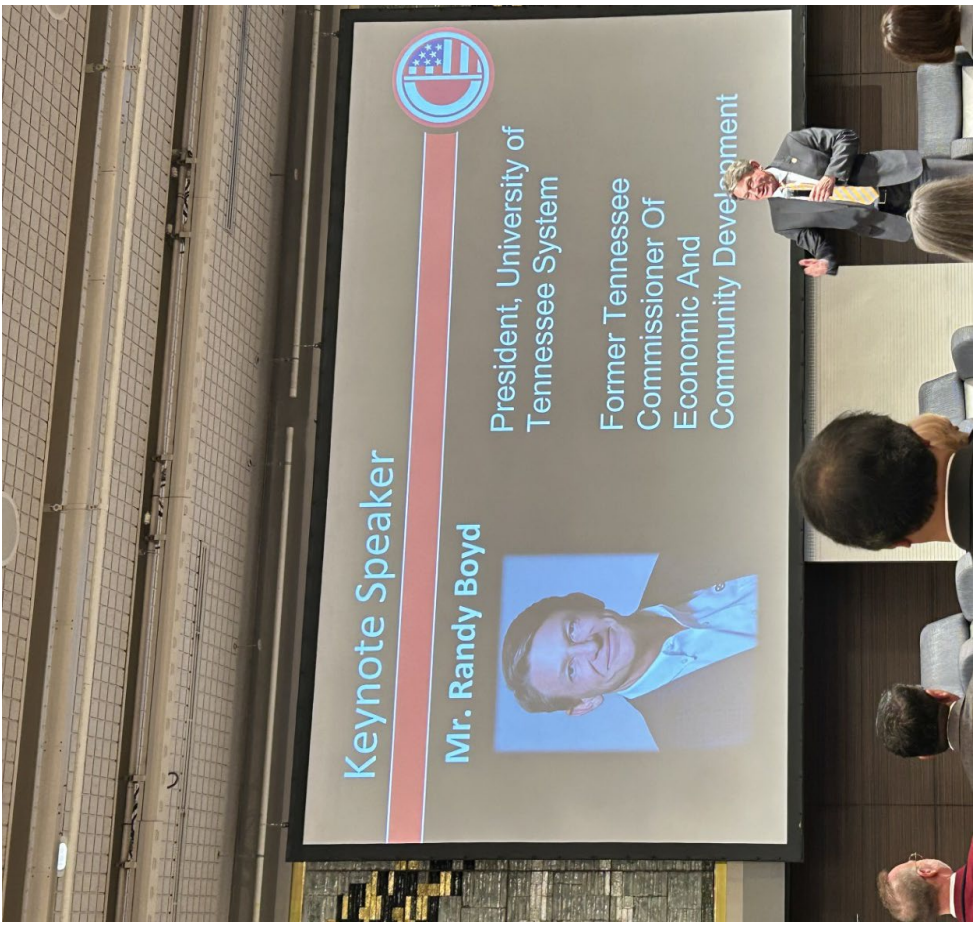
Panel Session 1 emphasized sustaining bilateral business partnerships amid global economic challenges.

U.S.-Japan Space Economy

Panel Session 2 explored U.S.-Japan collaboration in space commerce and new technology opportunities.

Academic and Industry Collaboration

Higher Education Session discussed accelerating technology and business development through academia.



City of Athens Participation

Active Delegation Participation

McMinn County EDA and City of Athens representatives joined the Tennessee delegation led by state officials to strengthen local and international ties.

Engagement with Major Employer

The local delegation met with DENSO officials to emphasize the importance of their investment in McMinn County.

Exploring Growth Opportunities

The delegation explored advanced manufacturing, workforce development, and cultural exchange as key growth areas.

Commitment to Regional Prosperity

Participation showcased McMinn County's dedication to fostering international partnerships and economic growth.



Cultural Tour: Naritasan Shinsho-ji Temple

Temple's Historical Significance

Naritasan Shinsho-ji Temple has a rich history spanning over 1,080 years and attracts millions of worshippers annually.

Architectural Highlights

The temple features Important Cultural Properties including intricately carved Great Main Halls and ornate pagodas.

Naritasan Park Surroundings

Naritasan Park offers paved paths through dense forest providing a peaceful and scenic environment adjacent to the temple.

Spiritual and Cultural Importance

Since the Edo period, the temple has been a place of faith offering spiritual healing and power spots believed to enhance fortune.



Key Takeaways

Global Economic Partnerships

Collaborations like McMinn County and DENSO drive local economic growth through international cooperation.

Innovation in Emerging Sectors

The New Space Economy opens opportunities for investment and job creation in cutting-edge industries.

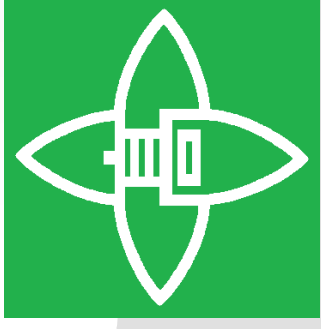
Role of Higher Education

Higher education institutions accelerate technology development and prepare a skilled workforce for future industries.

Strategic Regional Leadership

Tennessee is positioned as a key hub for global economic dialogue and advanced manufacturing.





ATHENS, TN SISTER CITY PROGRAM VISIT TO ISAHAYA JAPAN

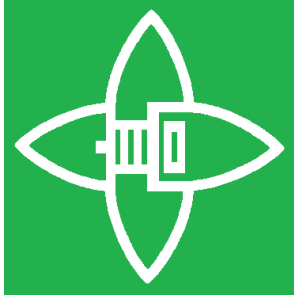
CHINZEI GAKUIN HIGH SCHOOL & CITY HALL

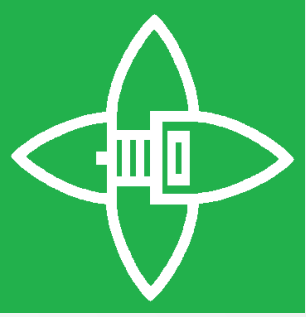
OCTOBER 30 – NOVEMBER 1, 2025

Continuing the Relationship Between the Cities and Across the Globe

VISIT AND TOUR OF CHINZEI GAKUIN HIGH SCHOOL

- Athens Mayor Eaton and City Manager Dowling visited and toured the Chinzei Gakuin High School in Isahaya on October 30, 2025.
- Chinzei Gakuin High School and Tennessee Wesleyan University have had a relationship since 1881.
- The Chinzei Gakuin High School has a well-established global English Course and sends about 24 students to Athens every year for two weeks as a cultural and educational exchange program.
- Athens Mayor Eaton and City Manager Dowling visited with Principal Kunizumi, discussed current events, and exchanged gifts.

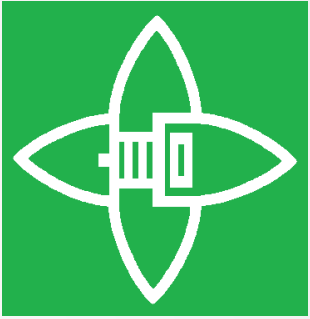




VISIT AND TOUR OF CHINZEI GAKUIN HIGH SCHOOL

Group photo of the class that
visited Athens during July 2025

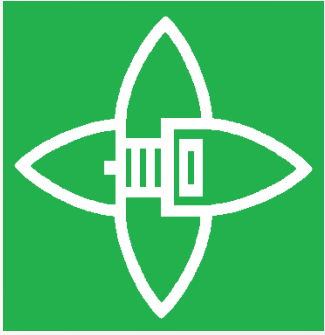




VISIT AND TOUR OF CHINZEI GAKUIN HIGH SCHOOL

Visiting with Principal Kunizumi





VISIT AND TOUR OF CHINZEI GAKUIN HIGH SCHOOL

Principal Kunizumi and Mayor
Eaton exchanging gifts



VISIT TO ISAHAYA CITY HALL

- Athens Mayor Eaton and City Manager Dowling visited and toured the Isahaya City Hall on October 31, 2025.
- City of Athens and Isahaya, Japan have had a Sister City relationship since 1985.
- Athens Mayor Eaton and City Manager Dowling received a warm welcome to City Hall, visited with Mayor Okubo and members of his staff, and exchanged gifts.





VISIT TO ISAHAYA CITY HALL

Athens Mayor Eaton and City
Manager Dowling receiving a
warm welcome by Isahaya City
Hall staff





VISIT TO ISAHAYA CITY HALL

Athens Mayor Eaton and City
Manager Dowling speaking to
Isahaya Mayor Okubo and his
staff





VISIT TO ISAHAYA CITY HALL

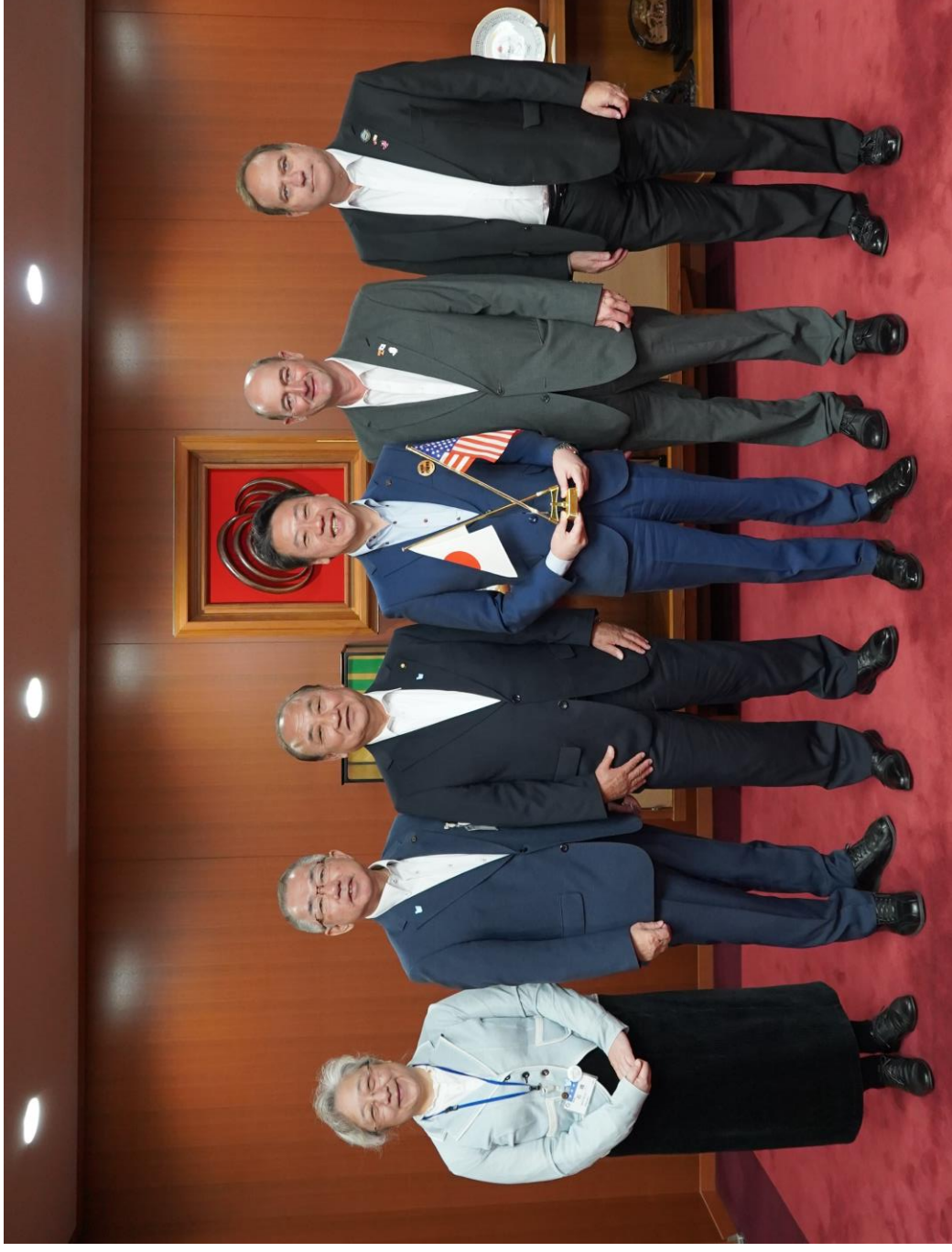
Athens Mayor Eaton and Isahaya
Mayor Okubo exchanging gifts





VISIT TO ISAHAYA CITY HALL

Group photo from left to right,
Deputy Mayor Naoko Ishibashi,
Deputy Mayor Satoshi Fujiyama, City
Council President Moriyuki Kitajima,
Mayor Yukishige Okubo, Athens
Mayor Eaton, and City Manager
Dowling





VISIT TO ISAHAYA CITY HALL

Athens Mayor Eaton and Health & Welfare Department Manager Sayuri Sato and Economic Exchange Department Deputy Manager Toyo Higuchi discussing issues. Notice the Athens' plate in the foreground that was presented to Isahaya during a previous visit.





LEAVING ISAHAYA

It is customary in Japan to show your visitors off at departure.

From left to right, Planning and Finance Department Seiichi Matsumoto, Kikuko Higuchi, Toyo Higuchi, and David McCaw and Yui Akaishi from Chinzei Gakuin High School.

Special thanks to David McCaw and Yui Akaishi of Chinzei Gakuin High School for being our guides and translators.



CONTINUING THE RELATIONSHIP BETWEEN CITIES AND ACROSS THE GLOBE







Agenda Item

VIII. A. Replace Existing Court Lighting Fixtures and Add New Pedestrian Lighting at Ingleside Park and Replace Existing Court Lighting Fixtures at Heritage Park

Overview

Ingleside Park

The FY 2025-26 Capital Improvement Fund approved budget contains \$195,000 to replace the existing metal halide court lighting fixtures to LED and add new LED pedestrian lighting at Ingleside Park. The project manager acquired prices for the court lighting equipment and installation from NGU, under a Sourcewell cooperative purchasing contract that is allowed under the city's purchasing policies (\$139,000). The LED pedestrian lighting equipment will be provided by an Omnia cooperative purchasing contract (\$8,634.04). The pedestrian lighting and cameras will be installed by Massey Electric (\$10,320). The engineering will be performed by Lose Engineers (\$3,500). A 10% contingency would be \$16,145 to react to unforeseen expenses, if any. The project total is \$177,599.04, or \$17,400.96 below the approved budget.

Heritage Park

The existing metal halide court lighting fixtures at Heritage Park also need replacement to LED but was not included in the original renovation work that is currently being performed. The court lighting equipment and installation will be provided by NGU under the Sourcewell cooperative purchasing contract (\$34,000) and the engineering will be performed by Lose Engineers (\$5,500). A 10% contingency would be \$3,950 for a total project cost of \$43,450.

Total Cost of Both Projects - \$221,049.04

By using the remaining funds from the Ingleside project of \$17,400.96, only \$26,049.04 will be needed from Capital Improvement Fund reserves to complete Heritage Park.

Attached are a memorandum from the project manager regarding Ingleside and Heritage Parks for additional information, cost summary of both projects, and project details of each project. If approved, completion would be during January 2026.

Following discussion during the November 10, 2025 work session, the consensus was to place this item on the November 18, 2025 regular session consent agenda for approval.

Action to Consider

A motion, second, and majority vote are needed to approve these projects as presented.

Affected Departments

Public Works, Parks & Recreation





Agenda Item

VIII. B. Approve Revisions to 457 Deferred Compensation Plan

Overview

Finance Director Mike Keith recommends revisions to the City's 457 Deferred Compensation Plan administered by Mission Square to incorporate optional provisions permitted under the federal SECURE 2.0 law. The proposed revisions will enhance plan flexibility while maintaining compliance with current federal law. Upon Council approval, Mission Square will prepare the required plan amendment documents.

Action to Consider

A motion, second, and majority vote are needed to approve this item as presented.

Affected Departments

Finance





Agenda Item

IX. A. Second Reading and Public Hearing of Ordinance 1147, An Ordinance to Amend Title 3 “Municipal Court”, Chapter I, Section 3, of the Athens City Code, by Removing the Requirement that the City Judge be a Resident of the County.

Overview

Based on the results of a special-called meeting held on September 25, 2025, Council approved staff to prepare an ordinance deleting the county residency requirement for the City Judge.

The proposed ordinance amends Title 3, Chapter I, Section 3 of the Athens City Code by removing the county residency requirement for the City Judge. Under the current Athens City Code that was updated during March 2025, the City Judge must reside within the county, and relocation outside the county automatically creates a vacancy. This amendment deletes that requirement so that the only qualification will be that the City Judge is licensed to practice law in Tennessee. The purpose is to align the City Code with the City Charter, which does not require county residency.

The first reading of the ordinance occurred during the October 21, 2025 regular session. A public hearing notice was published on October 25, 2025 to notify the public of the second reading and public hearing scheduled for the November 18, 2025 regular session.

Action to Consider

Conduct a second reading of the ordinance and a public hearing, then consider a motion, second, and majority vote to approve Ordinance 1147.

Affected Departments

Municipal Court, City Council, Police Dept.

ORDINANCE NO. 1147

AN ORDINANCE TO AMEND TITLE 3 “MUNICIPAL COURT”, CHAPTER I, SECTION 3, OF THE ATHENS CITY CODE, BY REMOVING THE REQUIREMENT THAT THE CITY JUDGE BE A RESIDENT OF THE COUNTY.

WHEREAS, Title 3, Chapter I, Section 3 of the Athens City Code currently requires that the city judge be a resident of the county, and provides that removal of the judge’s domicile from the county shall remove him or her from office and create a vacancy; and

WHEREAS, the City Council of the City of Athens, Tennessee, desires to remove this residency requirement in order to broaden eligibility and bring the ordinance into alignment with the City Charter;

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

SECTION 1.

Title 3, Chapter I, Section (3), of the Athens City Code is hereby amended by deleting the following language:

“and shall be a resident of the county. Removal of the judge's domicile from the county shall remove him or her from office and create an immediate vacancy in the office of city judge.”

SECTION 2.

As amended, Title 3, Chapter I, Section (3) shall read as follows:

(3) *Qualifications.* The city judge shall be licensed to practice law in the State of Tennessee.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage as provided by law.

First Reading:	October 21, 2025	Passed
Public Hearing Notice:	October 25, 2025	Published – DPA
Second Reading:	November 18, 2025	
Date of Public Hearing	November 18, 2025	

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher Caldwell, City Attorney



Agenda Item

IX. B. Second Reading and Public Hearing of Ordinance 1148, An Ordinance Amending the City of Athens, Tennessee Municipal Zoning Ordinance Regulating Development within the Corporate Limits of Athens, Tennessee, to Minimize Danger to Life and Property Due to Flooding, and to Maintain Eligibility for Participation in the National Flood Insurance Program.

Overview

The proposed revisions are required to keep the City of Athens in compliance with FEMA and the National Flood Insurance Program (NFIP) regulations. The primary changes include adopting the new Flood Insurance Rate Maps (FIRM) effective November 28, 2025, updating elevation standards, and clarifying requirements for manufactured homes, recreational vehicles, subdivisions, and unmapped streams. These updates will ensure continued eligibility for federally backed flood insurance.

The first reading of the ordinance occurred during the October 21, 2025 regular session. A second reading and public hearing are scheduled for the November 18, 2025 regular session. Adoption of the revisions must be completed before November 28, 2025 to avoid suspension from the NFIP.

Action to Consider

Conduct a second reading of the ordinance and a public hearing, then consider a motion, second, and majority vote to approve Ordinance 1148.

Affected Departments

Community Development

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF ATHENS, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND

OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Athens, Tennessee, Mayor and the Athens City Council, do ordain as follows:

Section B. Findings of Fact

1. The City of Athens, Tennessee, Mayor and the Athens City Council wishes to MAINTAIN eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the City of Athens, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To MAINTAIN eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order, or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship

building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of Athens, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Letter of Map Change (LOMC)" means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

"Letter of Map Amendment (LOMA)" An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

"Conditional Letter of Map Revision Based on Fill (CLOMR-F)" A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

"Letter of Map Revision Based on Fill (LOMR-F)" A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and

placed in accordance with the community's floodplain management regulations.

"Conditional Letter of Map Revision (CLOMR)" A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

"Letter of Map Revision (LOMR)" Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of

1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard." In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus one (1) foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Ordinance shall apply to all areas within the incorporated area of the City of Athens, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of Athens, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47107C0182D, 47107C0184D, 47107C0192D, 47107C0201D, 47107C0202D, 47107C0203D, 47107C0204D, 47107C0211D, 47107C0212D, 47107C0225D, dated September 28, 2007 and 47107C0125E and 47107CIND0C dated November 28, 2025, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Athens, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Athens, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Ordinance Administrator

The Building Official and Community Development Director are hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage
 - a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.

- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The

Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.

7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Athens, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (the latest edition of FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces;
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;

14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than two (2) feet above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures."

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures."

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than two (2) feet above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures."

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures."

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and

are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than two (2) feet above the level of the Base Flood Elevation or

- 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
 - c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
 - d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.
5. Standards for Subdivisions and Other Proposed New Development Proposals
- Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.
- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
 - b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
 - c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
 - d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12;
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community;
2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12;

3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to three (3) times the width of the stream or sixty feet (60), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Athens, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. Standards for Unmapped Streams

Located within the City of Athens, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.
3. ONLY if Article V, Section I, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Municipal Board of Zoning Appeals

1. Authority

The City of Athens, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the Athens City Council.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of 500.00 dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as

due notice to parties in interest and decide the same within a reasonable time which shall not be more than 30 days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The City of Athens, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

- g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
 - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Ordinances

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of Athens, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. Effective Date

This Ordinance shall become effective on November 28, 2025, in accordance with the Charter of the City of Athens, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of Athens, Tennessee, Mayor and the Athens City Council.

November 18, 2025

Date

Mayor of Athens, Tennessee

Attest: _____

City Clerk

First Reading:	October 21, 2025	Passed
Public Hearing Notice:	October 25, 2025	Published – DPA
Second Reading:	November 18, 2025	
Date of Public Hearing	November 18, 2025	

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher Caldwell, City Attorney



Agenda Item

XI. A. B. C. 1) Adoption of Plan of Services, 2) Annexation, and 3) Zoning of Approximately 2.35 Acres Located off Lee Drive (Parcel 47K Group A Parcel 022.00).

Overview

A public hearing was conducted during the October 6, 2025, meeting of the Athens Municipal Regional Planning Commission. Following staff's recommendation for approval, the Planning Commission voted to recommend to City Council that a public hearing be scheduled and that the City Council adopt the Plan of Services for the proposed annexation and R-3 zoning of approximately 2.35 acres located off Lee Drive in Athens, identified as part of Parcel 047K, Group A, Parcel 022.00.

The following process must occur, in the following order, for the annexation to take effect:

1. November 18, 2025 regular session
 - Conduct a public hearing concerning the adoption of the plan of services for approximately 2.35 acres within the Lee Drive annexation area (Parcel 47K Group A Parcel 022.00).
 - Consider approving the plan of services by Resolution 2025-29 (attached).
 - **Motion, second, and majority vote are needed to approve Resolution 2025-29.**
2. November 18, 2025 regular session
 - Immediately following approval of plan of services, consider adopting the annexation by Resolution 2025-30 (attached).
 - **Motion, second, and majority vote are needed to approve Resolution 2025-30.**
3. November 18, 2025 regular session
 - If the annexation passes, hold the first reading of Ordinance 1149 (attached), an Ordinance to zone the annexed property to R-3.
 - **Motion, second, and majority vote are needed to approve first reading of Ordinance 1149.**
4. November 22, 2025
 - State law requires public notice before the second reading and public hearing of a zoning ordinance. A notice will be published in the Daily Post Athenian, posted at City Hall, on the website (athenstn.gov), and on the City's Facebook page.
5. December 16, 2025 regular session
 - If the first reading is approved, a second reading and public hearing for Ordinance 1149.
 - If approved on second reading, the zoning officially takes effect, completing the annexation process.

Affected Departments

Community Development



CITY OF ATHENS

Plan of Services

**Remaining Portion of Parcel 47k Group A Parcel 022.00,
Lee Drive Annexation Area**

July 2025

Below is the “Plan of Service” for the proposed annexation of the Mikel Heath and Staci Lynn Frazier requested Annexation Area containing approximately 3.24 acres. This is the remaining portion of the parcel identified as McMinn County Tax Map 047K Group A Parcel 022.00 to be recommended to City Council for adoption, and will further be referenced as the “Lee Drive Annexation”

A. Police

1. Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided on the effective date of annexation.
2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need as established by appropriate study and traffic standards.

B. Fire

1. Fire protection by the present personnel and equipment of the City of Athens, within the limitations of available water, will be provided to the area on the effective date of annexation.
2. Fire hydrants for the proposed subdivision/PUD development that will encompass the entire 22.13-acre Parcel 047K A 022.00 are required to be installed by the developer prior to the approval of the final plat by the Athens Municipal Regional Planning Commission. Any future additional fire hydrants will be made available per the policies and requirements of the City of Athens and the Athens Municipal Regional Planning Commission as development occurs.

C. Water Service

1. Water service for domestic use and fire protection is currently available to the Lee Drive annexation area by the Athens Utilities Board. Proposed Site Plan(s) or Subdivision of the annexation area will require expansion of the existing water system to serve to any Site Plan(s) or subdivided tracts. Expansion of the existing water system is subject to the policies and associated fees of the Athens Utilities Board. Expansions, Modifications, and Improvements to the existing system must be approved by the Athens Utilities Board and the Tennessee Department of Environment and Conservation prior to construction. With the final installation accepted by the Athens Utilities Board prior to the approval of a Site Plan(s) or Final Subdivision Plat by the Athens Municipal Regional Planning Commission.

D. Electrical Service

1. Electrical power service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Expansion of the existing power system is subject to the policies and associated fees of the Athens Utilities Board.

E. Sanitary Sewer Service

1. Wastewater collection service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Proposed Site Plan(s) or Subdivision of the annexation area

will require expansion and modification of the existing wastewater collection system to serve to any Site Plan(s) or subdivided tracts. Expansion of the existing wastewater collection system is subject to the policies and associated fees of the Athens Utilities Board. Expansions, Modifications, and Improvements to the existing system must be approved by the Athens Utilities Board and the Tennessee Department of Environment and Conservation prior to construction. With the final installation accepted by the Athens Utilities Board prior to the approval of a Site Plan(s) or Final Subdivision Plat by the Athens Municipal Regional Planning Commission.

F. Natural Gas Service

1. Natural service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Expansion of the existing gas system is subject to the policies and associated fees of the Athens Utilities Board.

G. Street Lighting

1. Street lighting will be installed once lots are developed in accordance with the established policies of the City of Athens.

H. Solid Waste Collection and Disposal

1. The same regular solid waste collection and disposal service provided within the City of Athens will be extended to the annexed area on the effective date of annexation and subject to the policies of the City of Athens.

I. Street Construction and Repair

1. All of the streets for the Lee Drive Subdivision that encompasses the entire Lee Drive Annexation Area are required to be built or bonded by the developer prior to the approval of the final plat by the Athens Municipal Regional Planning Commission.
2. Emergency maintenance of streets (repair of hazardous chuckholes, measures necessary for traffic flow, etc.) will begin once the future roadways are constructed and accepted into the city street system.
3. Routine maintenance on the same basis as in the City of Athens, will begin once the future roadways are constructed and accepted into the city street system.
4. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under the established policies of the city, once the future roadways are constructed and accepted into the city street system.
5. Street signs will be installed where necessary once the future roadways are constructed and accepted into the city street system.

J. Planning Services

1. The planning and zoning jurisdiction of the City of Athens will be extended to the annexed area on the effective date of annexation. An ordinance has been prepared zoning the property as an R-3 High Density Residential District that will become effective once all State statute requirements of the annexation and rezoning processes have been completed and finalized.
2. Enforcement of the subdivision regulations, street design criteria, and flood damage prevention ordinance shall be extended to the annexed area after the effective date of the annexation.
3. Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexation area on the effective date of annexation.
4. The City's participation in the National Flood Insurance Program will be extended to the annexed area on the effective date of annexation.

K. Recreation

1. Residents of the annexed area will have the same access to all existing recreational facilities, parks, etc. upon the effective date of annexation. The same standards and policies now used in the present city will be followed in the expansion of the recreational program and facilities in the enlarged city.

L. School System

1. Children in the annexed area will be zoned to attend Athens City Schools when the new school year begins in 2026.

M. Other Miscellaneous Services

1. Other services such as general governmental administration, etc., will be in effect immediately upon the effective date of annexation.

Being located in McMinn County, Tennessee and being a portion of the property of the Haren and Frazier owners, known as tax parcel 47N-A-001, 47K-A-022 and recorded in Deed book 14R Page 213 in the Register's office of McMinn County, Tennessee (R.O.M.C.) and being more particularly described as follows:

Beginning at the south west corner of the Lee Manor II LP tract and the northwest corner of the Lee Drive right-of-way being an Open Top Pipe (found); thence S $42^{\circ}14'05''$ W a distance of 30.47' to an Iron Base BSE (found); thence N $49^{\circ}57'09''$ W a distance of 73.49' to an Angle Iron (found); thence N $11^{\circ}13'17''$ W a distance of 852.15' to a point said point being the POINT OF BEGINNING thence N $11^{\circ}13'17''$ W a distance of 46.68' to a Pinch Top Pipe (found); thence N $89^{\circ}40'17''$ W a distance of 100' to a point; thence S $46^{\circ}49'43''$ W a distance of 567.00' to a point; thence S $67^{\circ}04'43''$ W a distance of 167.00' to a point; thence S $11^{\circ}04'51''$ W a distance of 237.45' to a capped Iron Pin (Found) TN2493; thence S $30^{\circ}38'15''$ W a distance of 62.68' to a point; thence N $47^{\circ}23'25''$ E a distance of 1,024.47' to a point, said point being the POINT OF BEGINNING.

Area to be annexed – All containing 2.35 acres more or less as depicted on the attached Exhibit A.

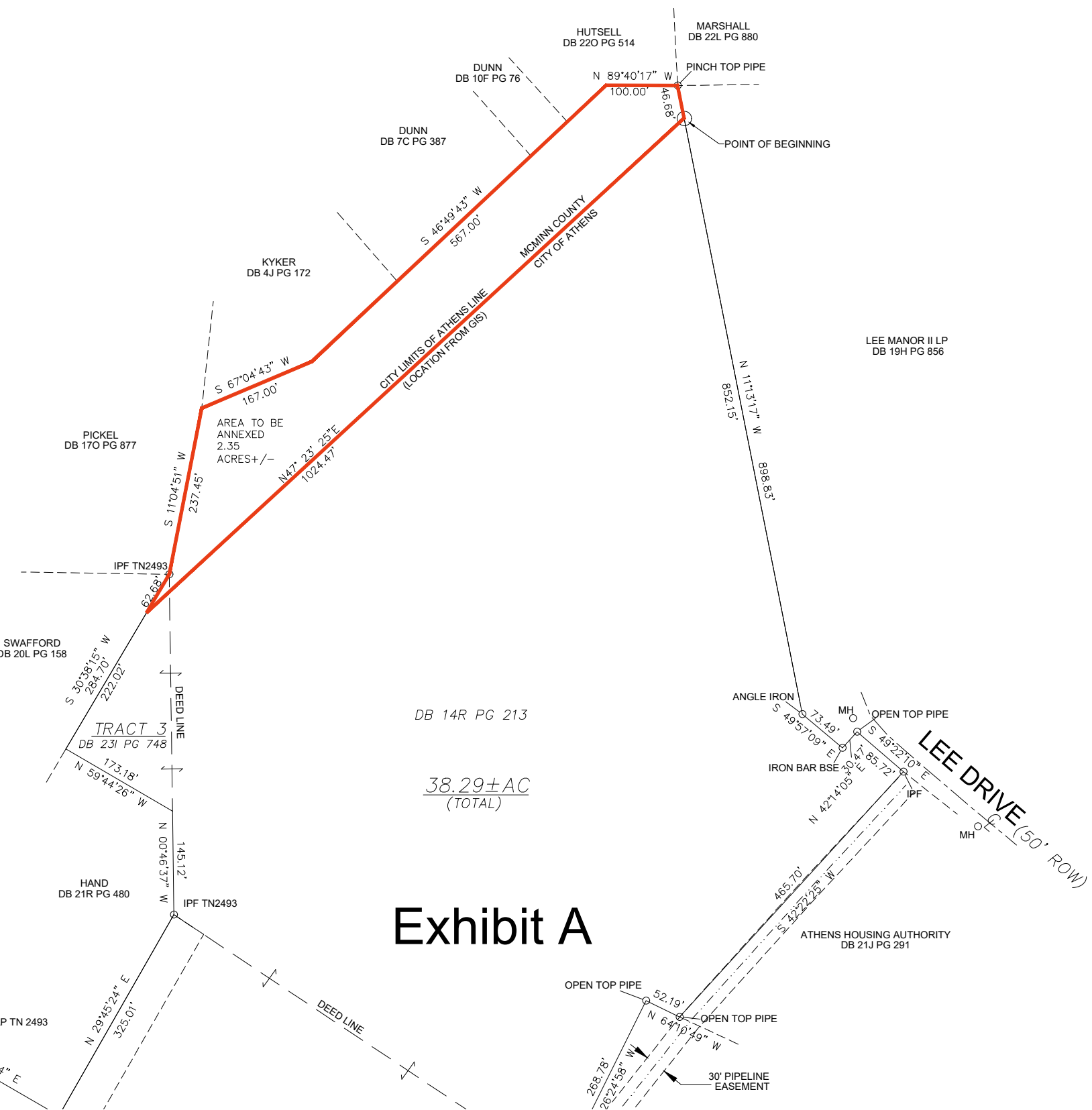


Exhibit A

RESOLUTION NO. 2025-29

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF THE LEE DRIVE AREA PROPERTY BY THE CITY OF ATHENS, TENNESSEE

WHEREAS, the City of Athens is considering the annexation of property; and

WHEREAS, Tennessee Code Annotated (TCA) 6-51-102 as amended requires that a “Plan of Service” be adopted by the governing body of a municipality prior to adoption of a resolution annexing an area; and

WHEREAS, in accordance with TCA 6-51-102 the Athens Municipal-Regional Planning Commission has conducted a Public Hearing on October 2, 2025, and recommended approval of the Plan of Services to the Athens Board of Mayor and Council; and

WHEREAS, a public hearing was held by City Council November 18, 2025, pursuant to TCA section 6-51-102, and notice thereof was published in the Daily Post Athenian, and

WHEREAS, the City of Athens is considering annexation of property off Lee Drive as detailed in annexation **Resolution 2025-30**

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

SECTION 1.

Below is the “Plan of Service” for the proposed annexation of the Mikel Heath and Staci Lynn Frazier requested Annexation Area containing approximately 2.35 acres. This is the remaining portion of the parcel identified as McMinn County Tax Map 047K Group A Parcel 022.00 and Part of Parcel 047N A 001.00 to be recommended to City Council for adoption, and will further be referenced as the “Lee Drive Annexation”

A. Police

1. Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided on the effective date of annexation.
2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need as established by appropriate study and traffic standards.

B. Fire

1. Fire protection by the present personnel and equipment of the City of Athens, within the limitations of available water, will be provided to the area on the effective date of annexation.
2. Fire hydrants for the proposed subdivision/PUD development that will encompass the entire 22.13-acre Parcel 047K A 022.00 are required to be installed by the developer prior to the approval of the final plat by the Athens Municipal Regional Planning Commission. Any future additional fire hydrants will be made available per the policies and requirements of the City of Athens and the Athens Municipal Regional Planning Commission as development occurs.

C. Water Service

1. Water service for domestic use and fire protection is currently available to the Lee Drive annexation area by the Athens Utilities Board. Proposed Site Plan(s) or Subdivision of the annexation area will require expansion of the existing water system to serve to any Site Plan(s) or subdivided tracts. Expansion of the existing water system is subject to the policies and associated fees of the Athens Utilities Board. Expansions, Modifications, and Improvements to the existing system must be approved by the Athens Utilities Board and the Tennessee Department of Environment and Conservation prior to construction. With the final installation accepted by the Athens Utilities Board prior to the approval of a Site Plan(s) or Final Subdivision Plat by the Athens Municipal Regional Planning Commission.

RESOLUTION NO. 2025-29

D. Electrical Service

1. Electrical power service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Expansion of the existing power system is subject to the policies and associated fees of the Athens Utilities Board.

E. Sanitary Sewer Service

1. Wastewater collection service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Proposed Site Plan(s) or Subdivision of the annexation area will require expansion and modification of the existing wastewater collection system to serve to any Site Plan(s) or subdivided tracts. Expansion of the existing wastewater collection system is subject to the policies and associated fees of the Athens Utilities Board. Expansions, Modifications, and Improvements to the existing system must be approved by the Athens Utilities Board and the Tennessee Department of Environment and Conservation prior to construction. With the final installation accepted by the Athens Utilities Board prior to the approval of a Site Plan(s) or Final Subdivision Plat by the Athens Municipal Regional Planning Commission.

F. Natural Gas Service

1. Natural service is currently available to the Lee Drive annexation area by the Athens Utilities Board. Expansion of the existing gas system is subject to the policies and associated fees of the Athens Utilities Board.

G. Street Lighting

1. Street lighting will be installed once lots are developed in accordance with the established policies of the City of Athens.

H. Solid Waste Collection and Disposal

1. The same regular solid waste collection and disposal service provided within the City of Athens will be extended to the annexed area on the effective date of annexation and subject to the policies of the City of Athens.

I. Street Construction and Repair

1. All of the streets for the Lee Drive Subdivision that encompasses the entire Lee Drive Annexation Area are required to be built or bonded by the developer prior to the approval of the final plat by the Athens Municipal Regional Planning Commission.
2. Emergency maintenance of streets (repair of hazardous chuckholes, measures necessary for traffic flow, etc.) will begin once the future roadways are constructed and accepted into the city street system.
3. Routine maintenance on the same basis as in the City of Athens, will begin once the future roadways are constructed and accepted into the city street system.
4. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under the established policies of the city, once the future roadways are constructed and accepted into the city street system.
5. Street signs will be installed where necessary once the future roadways are constructed and accepted into the city street system.

RESOLUTION NO. 2025-29

J. Planning Services

1. The planning and zoning jurisdiction of the City of Athens will be extended to the annexed area on the effective date of annexation. An ordinance has been prepared zoning the property as an R-3 High Density Residential District that will become effective once all State statute requirements of the annexation and rezoning processes have been completed and finalized.
2. Enforcement of the subdivision regulations, street design criteria, and flood damage prevention ordinance shall be extended to the annexed area after the effective date of the annexation.
3. Any inspection services now provided by the city (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexation area on the effective date of annexation.
4. The City's participation in the National Flood Insurance Program will be extended to the annexed area on the effective date of annexation.

K. Recreation

1. Residents of the annexed area will have the same access to all existing recreational facilities, parks, etc. upon the effective date of annexation. The same standards and policies now used in the present city will be followed in the expansion of the recreational program and facilities in the enlarged city.

L. School System

1. Children in the annexed area will be zoned to attend Athens City Schools when the new school year begins in 2026.

M. Other Miscellaneous Services

1. Other services such as general governmental administration, etc., will be in effect immediately upon the effective date of annexation.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE meeting in regular session this **18th** day of **November, 2025**, officially adopts the "Plan of Services" in conjunction with the proposed annexation **Resolution 2025-30**; and

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **18th** day of **November, 2025**.

ATTEST:

Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

EXHIBIT A
(Part of Tax Map 047K A Parcel 022.00 and 047N A 001.00)

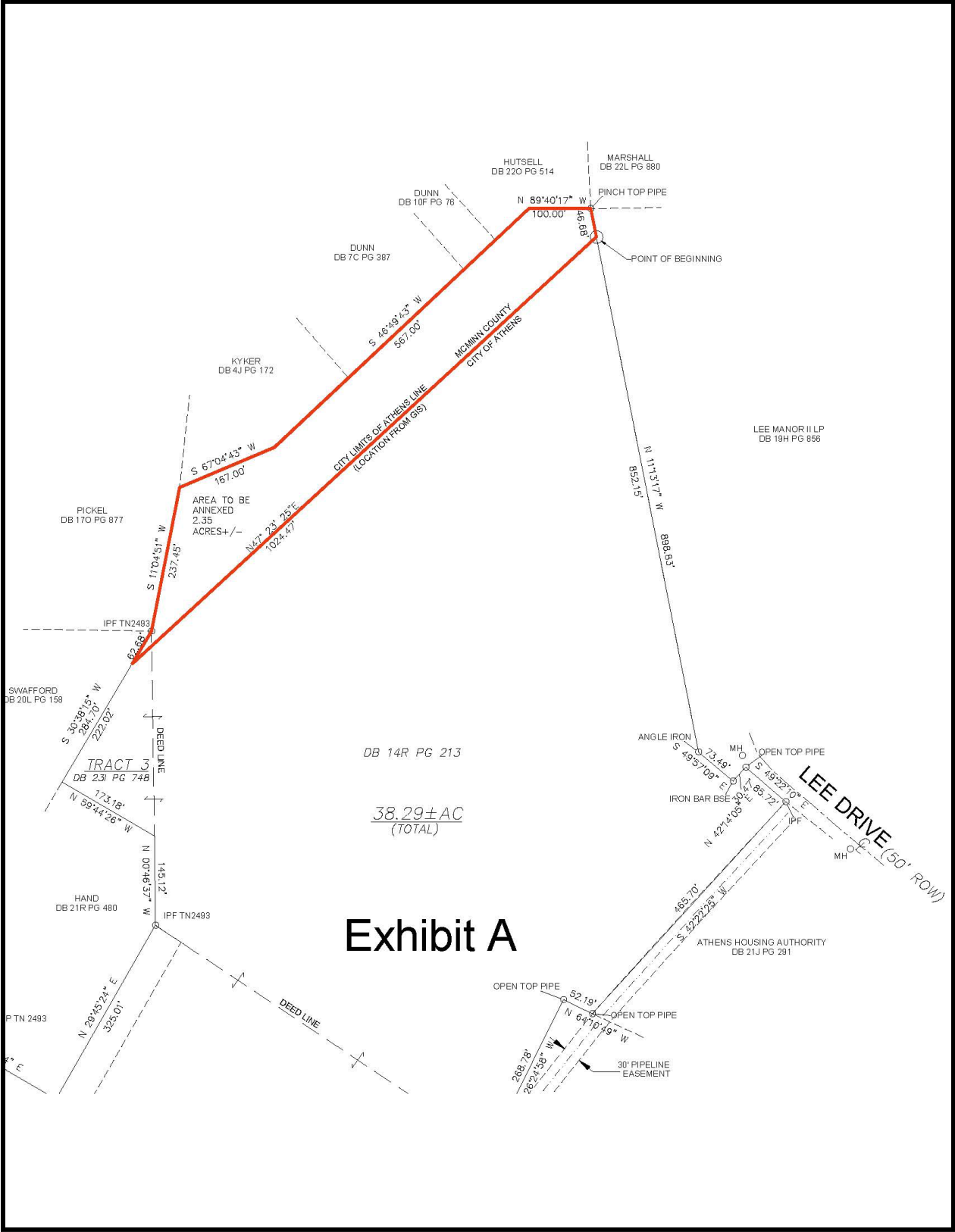


Exhibit A



XI. NEW BUSINESS

- B. Resolution 2025-30, a Resolution to Annex Property Located of Lee Drive and Described in the Body of this Resolution, and to Incorporate the same Within the Boundaries of the City of Athens, Tennessee.

(Action contingent on adoption of the Plan of Services.)

RESOLUTION NO. 2025-30

A RESOLUTION TO ANNEX PROPERTY LOCATED OFF LEE DRIVE AND DESCRIBED IN THE BODY OF THIS RESOLUTION, AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF ATHENS, TENNESSEE

WHEREAS, Tennessee Code Annotated (TCA) Section 6-51-102, empowers a municipality to annex territory adjoining its boundaries with the landowners written notarized owners' consent by resolution; and

WHEREAS, the Council of the City of Athens has considered this action and determined that annexation best serves the health, safety, and welfare of the citizens within the area to be annexed as well as the citizens of the City of Athens and ensures the harmonious future development of the City of Athens, and

WHEREAS, a public hearing was held pursuant to TCA section 6-51-102, and notice thereof was published in the Daily Post Athenian,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE meeting in regular session this 18th day of November, 2025 that the following property be incorporated into the City of Athens as described in the body of this resolution:

SECTION 1.

Under the authority conferred by Section 6-51-101 through 6-51-114 of TCA, that there is hereby annexed to Athens, Tennessee the territory shown on the attached map titled "Exhibit A" and described below in the Surveyor's Description adjoining the present corporate boundaries:

Description of Area

Being located in McMinn County, Tennessee and being a portion of the property of the Haren and Frazier owners, known as tax parcel 47N-A-001, 47K-A-022 and recorded in Deed book 14R Page 213 in the Register's office of McMinn County, Tennessee (R.O.M.C.) and being more particularly described as follows:

Beginning at the south west corner of the Lee Manor II LP tract and the northwest corner of the Lee Drive right-of-way being an Open Top Pipe (found); thence S 42°14'05" W a distance of 30.47' to an Iron Base BSE (found); thence N 49°57'09" W a distance of 73.49' to an Angle Iron (found); thence N 11°13'17" W a distance of 852.15' to a point said point being the POINT OF BEGINNING thence N 11°13'17" W a distance of 46.68' to a Pinch Top Pipe (found); thence N 89°40'17" W a distance of 100' to a point; thence S 46°49'43" W a distance of 567.00' to a point; thence S 67°04'43" W a distance of 167.00' to a point; thence S 11°04'51" W a distance of 237.45' to a capped Iron Pin (Found) TN2493; thence S 30°38'15" W a distance of 62.68' to a point; thence N 47°23' 25"E a distance of 1,024.47' to a point, said point being the POINT OF BEGINNING.

Area to be annexed – All containing 2.35 acres more or less as depicted on the attached Exhibit A.

SECTION 2.

That all residents of and persons owning property within said territory shall be entitled to the rights and privileges of citizenship in accordance with the Charter of Athens, Tennessee, as amended, immediately upon annexation and shall be provided municipal services as stated in a Plan of Services for this annexed area.

SECTION 3.

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

RESOLUTION NO. 2025-30

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE meeting in regular session this **18th** day of **November, 2025**, officially annexes the property located off Lee Drive in conjunction with the Plan of Services **Resolution 2025-29**; and

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **18th** day of **November, 2025**.

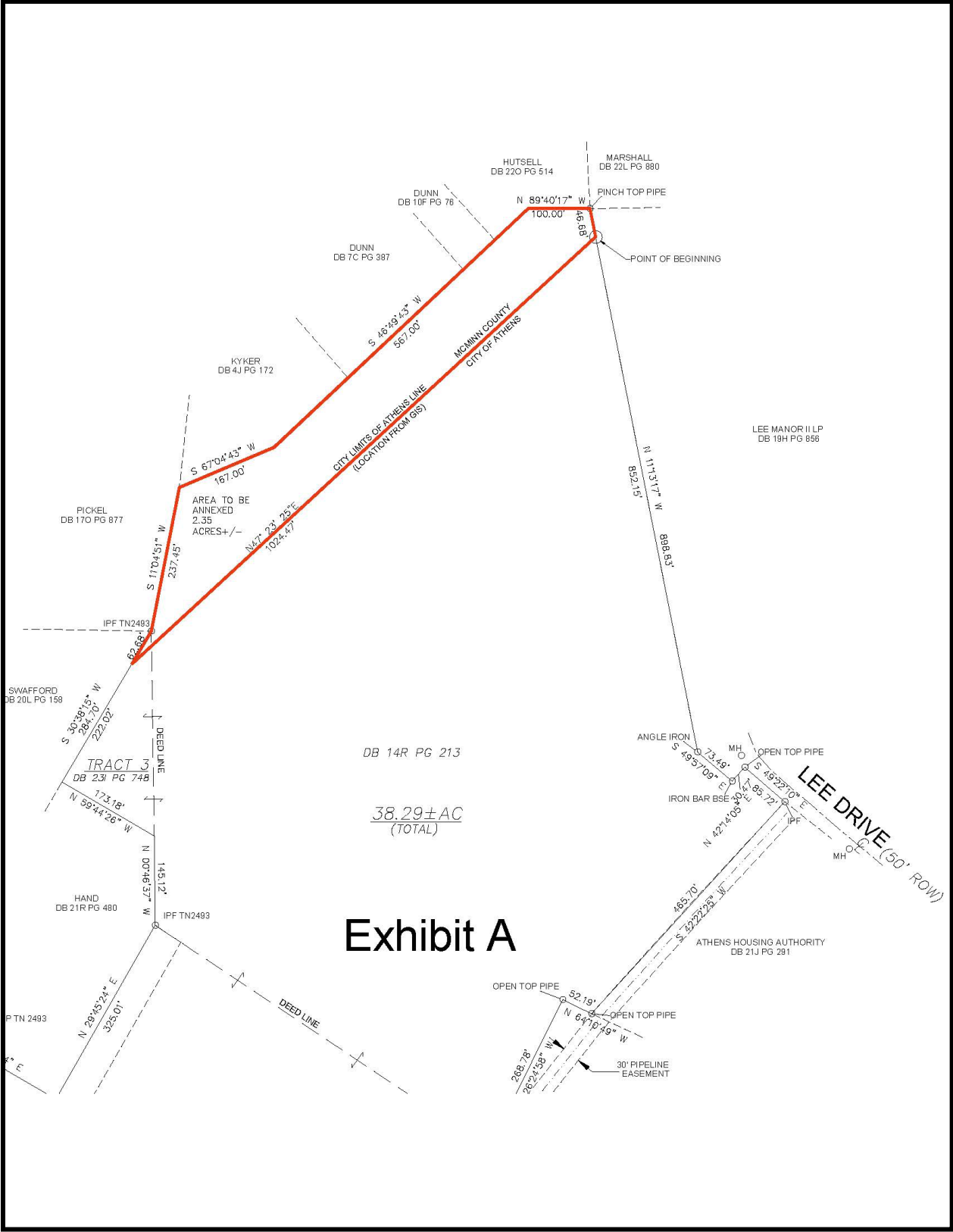
ATTEST: _____
Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

EXHIBIT A
(Part of Tax Map 047K A Parcel 022.00 and 047N A 001.00)



XI. NEW BUSINESS

- C. If Resolution 2025-30 is approved City Council may consider the First Reading of Ordinance 1149, an Ordinance to Amend The Zoning Ordinance of the City of Athens, Tennessee, so as to Amend the Official Zoning Map to Include and Zone Property off Lee Drive to R-3 (High Density Residential District) Said Area Being Located Within the Corporate Limits of Athens, Tennessee.

(Action contingent on adoption of Annexation.)

ORDINANCE NO. 1149

AN ORDINANCE TO AMEND ‘THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE,’ SO AS TO AMEND THE OFFICIAL ZONING MAP TO INCLUDE AND ZONE PROPERTY OFF LEE DRIVE TO R-3 (HIGH DENSITY RESIDENTIAL DISTRICT) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

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

SECTION 1.

That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled; *“R-3 (High Density Residential District) Zoning Request by Mikel Heath and Staci Lynn Frazier (Part of Tax Map 047K A Parcel 022.00 and Parcel 047N A 001.00)”* said property being within the corporate limits of Athens, Tennessee:

Area Description (R-3)

Being located in McMinn County, Tennessee and being a portion of the property of the Haren and Frazier owners, known as tax parcel 47N-A-001, 47K-A-022 and recorded in Deed book 14R Page 213 in the Register's office of McMinn County, Tennessee (R.O.M.C.) and being more particularly described as follows:

Beginning at the south west corner of the Lee Manor II LP tract and the northwest corner of the Lee Drive right-of-way being an Open Top Pipe (found); thence S 42°14'05" W a distance of 30.47' to an Iron Base BSE (found); thence N 49°57'09" W a distance of 73.49' to an Angle Iron (found); thence N 11°13'17" W a distance of 852.15' to a point said point being the POINT OF BEGINNING thence N 11°13'17" W a distance of 46.68' to a Pinch Top Pipe (found); thence N 89°40'17" W a distance of 100' to a point; thence S 46°49'43" W a distance of 567.00' to a point; thence S 67°04'43" W a distance of 167.00' to a point; thence S 11°04'51" W a distance of 237.45' to a capped Iron Pin (Found) TN2493; thence S 30°38'15" W a distance of 62.68' to a point; thence N 47°23' 25"E a distance of 1,024.47' to a point, said point being the POINT OF BEGINNING.

The parcels are further described on the attached illustration titled Exhibit A.

SECTION 2.

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

SECTION 3.

As required by Tennessee Code Annotated (T.C.A), Section 13-7-203(a), a Public Hearing subject to 21 calendar days' notice has been held, and this ordinance meets the requirements of T.C.A. Section 13-7-201 through 13-7-210, including the approval of all necessary agencies.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage as provided by law.

First Reading: November 18, 2025
Public Hearing Notice: November 22, 2025
Second Reading: December 16, 2025
Date of Public Hearing December 16, 2025

ORDINANCE NO. 1149

ATTEST:

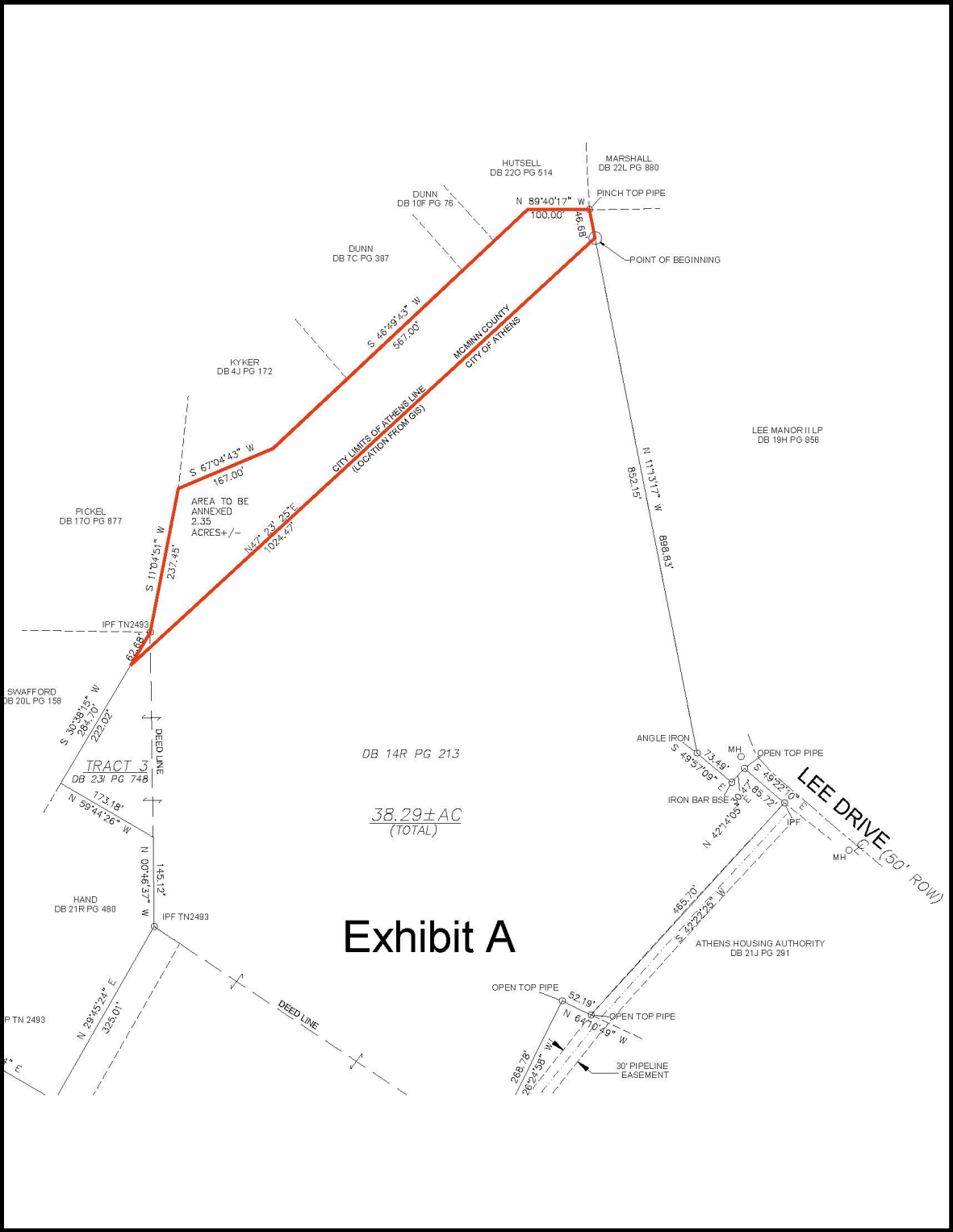
Larry Eaton, Mayor

Randall Dowling, City Manager

APPROVED AS TO FORM:

Christopher Caldwell, City Attorney

EXHIBIT A
(Part of Tax Map 047K A Parcel 022.00 and 047N A 001.00)







Agenda Item

XI. D. Bid Award of RFP 25-16 for Fireworks and Drone Light Show for July 4, 2026

Overview

The city conducts an annual July 4th fireworks event at Regional Park. To celebrate the nation's 250th anniversary, the city decided to enhance this year's July 4th event by having a combined traditional fireworks event and modern 600-unit drone light show event (20 minutes in total). To obtain a vendor to conduct this annual event, bid documents were prepared and distributed. On the bid deadline date of October 30, 2025, two responses were received. Attached are the memorandum from the Purchasing Assistant, bid tabulation sheet, and vendor contract.

If approved, the expense will be placed in next year's budget. In addition, the county contributes \$3,000 and a \$8,000 state grant was awarded to the city to defray the cost of this event.

Following discussion during the November 10, 2025 work session, the consensus was to place this item on the November 18, 2025 regular session under New Business for further discussion. To obtain a commitment from the vendor and get on their schedule, the city needs to make a decision by December 31, 2025 at the very latest.

Action to Consider

A motion, second, and majority vote are needed to award the bid for RFP 25-16.

Affected Departments

Parks & Recreation



PURCHASING DEPARTMENT MEMORANDUM

To: Mike Keith, Finance Director

From: Angela Robbins, Purchasing Assistant

Date: November 5, 2025

Re: RFP #25-16 — Fireworks & Drone Light Show

The City solicited RFP #25-16 for an Independence Day Fireworks and Drone Light Show for July 4, 2026. Key requirements included a music-synchronized program; aerial shells ≤6"; FAA Part 107-compliant drone operations; detailed site/safety plans; and minimum \$10,000,000 liability insurance, with a not-to-exceed budget of \$125,000.

Two responsive proposals were received:

Pyro Shows, Inc. delivering pyrotechnics with Dronisos providing the drone show for a total of \$119,000.

Mark's Pops, Inc. delivering pyrotechnics with Brightwave FX providing the drone show for a total of \$125,000.

Based on responsiveness, technical quality, safety/insurance compliance, experience, and price, I recommend award to Pyro Shows, Inc. with Dronisos for \$119,000 as the lowest responsive and responsible offer that meets or exceeds all requirements. A rain-date/postponement fee of \$4,000 applies if utilized.



**PURCHASING DIVISION
BID TABULATION SHEET**

REQUESTING DEPARTMENT: _____ **PARKS & RECREATION**

BID NUMBER: _____ **25-16**

PROJECT NAME: _____ **FIREWORKS & DRONE LIGHT SHOW**

**DATE BID
ADVERTISED** _____ **Wednesday, October 15, 2025**

**DATE BID
OPENED** _____ **Thursday, October 30, 2025**

BIDDER	STREET ADDRESS	CITY	STATE	ZIP	(Y/N) COMPLIANCE?	(\$) BID AMOUNT
Pyro Shows, Inc	PO Box 1776 115 North 1st Street	LaFollette	TN	37766	Y	\$119,000
Mark's Pops, Inc.	1075 Lambert Hollow Lane	Granville	TN	38564	Y	\$125,000

815 N. Jackson Street, Athens, TN 37303 • (423) 744-2780 • arobbins@athenstn.gov

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
PYRO SHOWS, Inc.
_____, the
successful bidder via competitive sealed responses, hereinafter called the "Contractor".

WITNESSETH

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

ARTICLE 1 – GENERAL OVERVIEW

2026 Independence Day Fireworks and Drone Light Show at Athens Regional Park

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 _____ November 18, 2025 _____ to _____ July 31, 2026 _____.

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

ARTICLE 4. PRICE AND PAYMENT

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

ARTICLE 5. CHANGE ORDERS

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

ARTICLE 6. QUALITY CONTROL AND SUPERVISION

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

ARTICLE 7. HOLD HARMLESS

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

ARTICLE 8. GENERAL LIABILITY & WORKER'S COMPENSATION

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

ARTICLE 9. CONTROLLING LAW

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

ARTICLE 9.1 ALTERNATE DISPUTE RESOLUTION

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

ARTICLE 10. RELATION OF THE PARTIES

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

ARTICLE 11. NON-ASSIGNMENT

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

ARTICLE 12. ENTIRE CONTRACT

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

ARTICLE 13. CONTRACT DOCUMENTS

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

- a. RRP #25-16 Fireworks & Drone Light Show
- b. Contractor's written response

ARTICLE 14. ADDITIONAL ITEMS

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

Approved as to Form and Legality:

City Attorney

CITY OF ATHENS, TENNESSEE

BY _____
Mayor

Attest:

City Manager

CONTRACTOR

PYRO SHOWS, Inc.

Company Name

BY _____
Authorized Officer

Title





Agenda Item

XI. E. Engineering Agreement to Proceed with Phase 1 of Market Park Master Plan

Overview

The FY 2025-26 approved Capital Improvement Fund budget contains \$250,000 to prepare a master plan of needed improvements for Market Park and a phased approach to install those improvements. Kimley Horn was engaged to prepare the master plan, obtain stakeholder comments, and develop cost estimates for all phases for a fee of \$10,000. After engaging various community partners and obtaining their comments including the Parks & Recreation Advisory Committee, City Council Advisory Committee, Main Street, and Friendly City Festivals, a master plan and estimated costs were completed. The report dated October 14, 2025 is attached.

To proceed with Phase 1 using the remainder of the allocated budget, Kimley Horn has prepared a proposal which consists of site civil engineering and permitting to include the installation of a new electrical transformer/infrastructure, and installing a level 2 EV charging station that was previously acquired through a grant (proposal is attached) as well as preliminary design of the parking lot improvements shown on the master plan.

Once Phase 1 has been designed, it will be competitively bid out for construction, awarded, and constructed prior to June 30, 2026. Phase 2 expenses (parking lot improvements) will be placed in the upcoming FY 2026-27 Capital Improvement Fund budget to continue the project. Phase 3 expenses (sidewalk and landscape improvements) will be placed in the FY 2027-28 Capital Improvement Fund budget to complete the project.

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

Action to Consider

A motion, second, and majority vote are needed to approve proceeding with Phase I to Improve Market Park as presented.

Affected Departments

Parks & Recreation, Public Works



October 14, 2025

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

RE: Market Park Master Plan Update and Opinion of Probable Cost

Dear Mr. Dowling,

Market Park is located at the corner of Green Street and Jackson Street and is uniquely positioned to provide a social and communal anchor for the redevelopment of downtown Athens, as envisioned in various planning studies and efforts. In 2012, a Master Plan was developed with five phases. To date, phases one through three have been constructed. Over time, market and community factors have changed, requiring an update to the master plan to reflect the future needs and desires of the community.

Attached to this letter are one copy of the Market Park Master Plan update and an Opinion of Probable Cost to compete the improvements shown on the master plan, in accordance with our scope and fee agreement dated June 17, 2025.

Master Plan

The attached updated Master Plan reflects the community needs as follows:

- The parking area which serves not only the park but also downtown businesses including the courthouse, has been redesigned to improve flow for times of peak use and to improve pedestrian access and safety.
- The paver area adjacent to the pavilion has been extended to accommodate events and gatherings, proposing concrete with brick inlays due to the difficulty of matching existing pavers plus anticipate light vehicles using the area for loading and unloading.
- A ten-foot concrete multi-use path has been added to the park to increase day use for exercise and recreation as well as to provide an all-weather walkable path for large events, festivals, and gatherings.
- The area around the water wheel has been expanded to be more connected to the park and to provide a true focal point with a knee wall around the feature for sitting.
- Extensive landscaping is being shown on the perimeter of the site to create a sound and visual buffer from Green Street and the adjacent commercial buildings. This will help provide a more defined space and improve overall aesthetics of the park.
- Fencing on each end of the park is shown as being extended away from Green street to improve safety.

Opinion of Probable Cost

The attached opinion of probable cost (OPC) is provided as a general planning tool for future budget allocations and is based on the quantities and pricing provided. The OPC should be viewed as preliminary in nature. The primary purpose of this document is to allow for the planning of phased improvements using this information to help guide those decisions. Please consider the following in reviewing the OPC:

- Based on the need to install new conduits for electric services including a new 400-amp single phase transformer, project lighting, electrical service for festivals and an EV charger in the parking area, it was determined that a 'mill and overlay' for the parking area would not be sufficient. The attached budget assumed a full-depth removal (12") and reconstruction for all parking areas. Please note, some areas of the parking lot may not require full depth removal. This should be reviewed and discussed at the time of final design and bidding, allowing contractors to submit alternatives to full-depth removal for some or all the parking area.
- All concrete areas including paths and patio areas are proposed at a 6" depth.
- Curbing costs are significant but will remove the need for wheel stops which can be hazardous during festival use in the parking area. The only exception is the parking spaces next to the proposed transformer. Wheel stops have been added here to provide an additional level of protection for the transformer.
- Sod costs for the large, open space in the park are not included. It is assumed that the existing grass will remain and only minimal sodding to areas damaged during construction will be required.
- Since revised drainage for the park would be extensive and potentially cost prohibitive, it is assumed that the existing drainage structures in both the park and parking lot areas will be sufficient in their current condition and location and will require minimal costs to direct surface flows adequately. This will need to be verified at the time of survey and preliminary design.
- The pricing for a new 400-amp single phase service was provided by AUB, see attached e-mail for more information.
- Selection for parking area light fixtures has not been finalized. A lighting allowance has been included until a light vendor is selected after which this line item can be updated.

Phasing

Using the OPC numbers as a rough guideline, more than half the project costs are associated with the removal and renovation of the existing parking area including power and lighting improvements. Phasing of the parking lot improvements may not be cost effective, so three potential phases are proposed below based in part on existing budgetary limitations.

Phase 1 – Design, Permitting and Initial construction phase.

This phase includes full engineering and landscape drawings suitable for bidding, site demolition (\$20,000 for this phase) the installation of the new transformer and protective bollards and running of conduit for the installation of a pedestal for an EV charging station (EV charger already acquired).

Phase 1 estimated budget: ± \$ 253,800
(includes 20% contingency for construction items)

Phase 2 – Parking Lot Improvements

This phase consists of parking lot improvements as shown and access connections to both Jackson and White, not including parking or intersection improvements outside the parcel boundaries. As outlined previously, site demolition assumes full-depth removal (12") of existing material. During engineering design and bidding, there may be an opportunity for savings should full depth removal of the parking area not be required.

This phase includes parking lot demolition (\$180,000 for this phase), erosion control (\$20,000 for this phase), sidewalks adjacent to or within the parking area, asphalt pavement, curbing, lighting improvements, dumpster enclosure and mobilization costs (\$120,000 for this phase).

Phase 2 estimated budget: ± \$1,263,000
(includes 20% contingency for construction costs)

Phase 3 – Park and Landscape Improvements

This phase consists of all improvements associated with the park area, excluding the parking lot as generally shown on the Master Plan.

This phase includes erosion control (\$10,000 for this phase), Sidewalks and extended areas next to the pavilion and water wheel, fencing extensions, Trees, Shrubs, Sod, irrigation, and mobilization costs (\$60,000 for this phase).

Phase 3 estimated budget: ± \$ 470,400
(includes 20% contingency for construction costs)

NOTE: While not within the scope of this Master Plan, sidewalks along Green Street from East Madison to the park are insufficient and should be upgraded in parallel with the Market Park improvements, to provide appropriate access to and from Market Park along Green Street.

Next Steps

OPC's at the preliminary design stage are broad and based on unit pricing from similar projects. The city may wish to prepare preliminary engineering design drawings suitable for bidding (30% design for example) with clearly identified phases and receive bids for one or more phases with alternative methods and pricing being encouraged, particularly as it pertains to the parking area. This will allow the city to specifically tailor improvements to the available funding and bring Market Park to its full potential over the course of several construction phases.

Should you have any questions or require further information, please contact me at (239) 213-8728 or tim.hancock@kimley-horn.com. We thank you for the opportunity to provide these planning services for the City of Athens.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Hancock", with a long horizontal flourish extending to the right.

Tim Hancock, AICP
Kimley-Horn, Inc.

Attachments:

Attachment A – Updated Market Park Master Plan

Attachment B – Opinion of Probable Cost

Attachment C – AUB Correspondence and graphic

PREPARED FOR: **City of Athens, TN**

10/14/2025

 DESCRIPTION: **General Opinion of Probable Cost**

 FOR: **Planning and General Budgeting**

Site Work and Improvements						
<i>Note</i>	<i>Item No.</i>	<i>Item Description</i>	<i>Unit</i>	<i>Original Qty</i>	<i>Unit Price</i>	<i>Total</i>
	1	Site Demolition	ls	1	\$ 200,000.00	\$ 200,000.00
	2	Erosion Control	ls	1	\$ 30,000.00	\$ 30,000.00
	3	Concrete Sidewalk (6" depth, varying widths as shown)	sf	17,000	\$ 15.00	\$ 255,000.00
	4	Asphalt Pavement	sf	50,000	\$ 6.00	\$ 300,000.00
	5	Curb	lf	3,500	\$ 40.00	\$ 140,000.00
	6	Lighting Improvements	ls	1	\$ 150,000.00	\$ 150,000.00
	7	Fencing	lf	50	\$ 50.00	\$ 2,500.00
	8	Dumpster Enclosure	ls	1	\$ 15,000.00	\$ 15,000.00
	9	Trees	ea	60	\$ 700.00	\$ 42,000.00
	10	Shrubs (assumes 24" on center for landscape areas)	ea	4,000	\$ 10.00	\$ 40,000.00
	11	Sod	sf	5,000	\$ 2.00	\$ 10,000.00
	12	Irrigation	ls	1	\$ 100,000.00	\$ 100,000.00
	13	Mobilization	ls	1	\$ 180,000.00	\$ 180,000.00
	14	400-amp Single Phase Transformer (Equipment Only)	ls	1	\$ 7,500.00	\$ 7,500.00
Sub-Total Construction Costs						\$ 1,472,000.00
20% Contingency						\$ 294,400.00
Site Design and Permitting (estimated at 15% of construction costs, not incl. contingency)						\$ 220,800.00
Opinion of Probable Cost						\$ 1,987,200.00

DISCLAIMER: The Designer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Designer at this time and represent only the Designer judgment as a design professional familiar with the construction industry. The Designer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



November 5, 2025

Mr. Randall Dowling
City Manager
City of Athens
815 N. Jackson St
Athens, TN 37303

RE: *Scope of Services*
Market Park Parking Lot Design and Permitting

Dear Mr. Dowling,

Kimley-Horn and Associates, Inc. is pleased to submit this Scope of Services ("Scope") to the City of Athens, Tennessee, for the Market Park Parking Lot Design and Permitting.

PROJECT UNDERSTANDING

The proposed project is for the re-construction of the existing Market Park parking lot located at the southeast corner of S. Jackson St. and E. Madison Ave. in Athens, TN as outlined in the scope exhibit below. The proposed design scope provided by Kimley-Horn includes site survey, geotechnical sampling and testing for subgrade suitability, Electrical design for additional 400 amp transformer, EV Charging station, and parking lot lighting, parking lot landscape design, Civil Engineering Site design for parking lot improvements, stormwater design for treatment of water quality event, and land development permitting. Individual tasks to be broken down in the "**Scope of Services**" Section of this proposal.



Scope Exhibit

SCOPE OF SERVICES**Task 1 – Preliminary Design***Task 1.1 – Preliminary Project Management and Meetings*

This task consists of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, meeting facilitation, and discussion of project elements with the City throughout the process. Monthly invoices and progress reports will be provided as part of this task.

Task 1.1 Deliverables

- Kickoff meeting and site visit
- Up to four (4) virtual project coordination meetings
- Meeting notes and minutes for each meeting

Task 1.2 – Site Survey

Kimley-Horn will coordinate with industry partner(s) and provide a site survey including property boundaries, topography, existing utilities and infrastructure, existing surface conditions, and other site features relevant to project design.

Task 1.2 Deliverables

- Site Survey in AutoCAD and PDF format

Task 1.3 – Geotechnical Evaluation of Subgrade Suitability

Kimley-Horn will coordinate with industry partner(s) and provide sampling and testing to determine subgrade suitability for the desired site use.

Task 1.3 Deliverables

- Geotechnical report with site recommendations.

Task 1.4 – Preliminary Permitting Coordination

Kimley-Horn will perform preliminary coordination with relevant permitting, jurisdictional, utility and permitting authorities to establish probable permitting requirements for the project. These authorities include but are not limited to the City of Athens, Athens Utility Board (AUB), Tennessee Department of Environment and Conservation (TDEC), and Tennessee Department of Transportation (TDOT).

Task 1.4 Deliverables

- Written Summary of probable permitting requirements.

Task 1.5 – Preliminary Civil Design

Kimley-Horn will perform a preliminary Civil Engineering Design for the parking lot layout including site layout, site grading, pavement details, traffic flow pattern, parking lot greenspaces, stormwater

design, utility layout, and erosion controls. Note: concrete pads to the east of the Athens Market Pavilion shall be included in scope as outlined in the *Scope Exhibit*.

Task 1.5 Deliverables

- Written Summary of probable permitting requirements
- Preliminary Engineering Plan Set including
 - Demolition Plan
 - Site Plan
 - Grading Plan
 - Pavement Details
 - Single Phase Erosion Control Plan
 - Utility Plan

Task 1.6 – Preliminary Stormwater Design

Kimley-Horn Understands it is the Client's desire to re-use existing stormwater pipes and infrastructure on site. Based on data from the site survey, Kimley-Horn will evaluate location, capacity, and elevations of the existing stormwater system and design within its constraints to the greatest extent practical. Additionally, Kimley-Horn Understands it is the clients desire to treat the water quality storm event on site. Kimley-Horn will provide stormwater treatment design which will be shown in the preliminary grading plan and summarized in the preliminary Hydrology Report.

Task 1.6 Deliverables

- Preliminary Hydrology Report including summary of stormwater system and water quality treatment design.

Task 1.7 – Preliminary Landscape Design

Kimley-Horn will prepare preliminary code minimum Landscape Drawings in accordance with city of Athens code requirements.

Task 1.7 Deliverables

- Preparation of preliminary landscape plan illustrating code required canopy trees, buffers, vehicular use areas (VUA), and other general information per jurisdiction requirements.

Task 1.8 Preliminary Electrical and Photometric Design

- Kimley-Horn will prepare and submit to client preliminary design drawings that will horizontal layout/routing of electrical conduits, junction boxes, distribution panels, equipment locations, electrical service locations, and lighting design.

Task 1.8 Deliverables

- Preliminary electrical and photometric plan

Task 2 – 90% Plan Set for Client Review

Kimley-Horn will advance the preliminary Plans to a 90% plan set for client review.

Task 2.1 Project Management and Progress Meetings

This task will consist of project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, meeting facilitation, and discussion of project elements with the City throughout the process. Monthly invoices and progress reports will be provided as part of this task.

Task 2.2 – 90% Civil Engineering Design

Kimley-Horn will advance preliminary Civil Engineering Plans to a 90% plan set for client review. Design advancement will be based on client feedback as well as feedback from continued coordination with relevant permitting agencies.

Task 2.3 – 90% Stormwater Design

Kimley-Horn will advance the preliminary stormwater design and hydrology report to 90% completion including Hydraulic stormwater modeling and including of model results in the Hydrology Report. The stormwater design will be included in grading plans and details.

Task 2.4 – 90% Landscape Design

Kimley-Horn will advance the preliminary landscape plans to 90% including color-coded landscape plans, species selections, and planning details.

Task 2.5 – 90% Electrical and Photometric Plan

Kimley-Horn will advance preliminary electrical and photometric plans to 90% for client review.

Task 2 Deliverables

- 90% Plan Set Including:
 - Cover Sheet and Project Notes
 - Demolition Plan
 - Site Plan
 - Site Details
 - Grading Plan
 - Grading Details
 - 2-Phase Erosion Control Plan
 - Erosion Control Details
 - Utility Plan
 - Utility Details
 - Landscape Plan
 - Landscape Details
 - Electrical Plan & Photometric Plan
 - Electrical Details
 - Hydrology Report

Task 3 – Final Plan Revisions and Land Development Permitting

Following client review of the 90% plan set, Kimley-Horn will make final plan revisions. Upon approval of final revisions, Kimley-Horn prepare and submit plan applications to the City of Athens, Athens Utility Board (AUB), Tennessee Department, of Environment and Conservation (TDEC), and Tennessee Department of Transportation (TDOT) for their review towards obtaining a Land Development Permit (LDP). The labor budget provided is based on our recent experience and responding to two (2) rounds of review comments per department. All fees associated with obtaining a permit (impact, permit, inspection, etc.) are the responsibility of the Client and/or Owner. The approved, permitted set of plans will become the Civil documents issued for construction. No additional building permits, demo permits, wall permits, phased LDP permits, or phasing of any other permits are included in this task.

KH has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The Consultant does not guarantee that the outcome of permits and entitlements will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, the Consultant does not guarantee that all issues affecting the site have been investigated.

Task 4 – Opinion of Probable Construction Cost

Kimley-Horn will provide an opinion of the probable construction cost to accompany the preliminary design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. Any opinions rendered as to costs, expenses, or revenue, including but not limited to opinion as to the costs of construction and materials, shall be made based on the Consultant's experience and represent its judgement as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, actual costs, or revenues will not vary from its opinions.

Task 5 – Bid Phase Services

Based on the Final Plans prepared under Task 3, Kimley-Horn will prepare a bid package in accordance with City of Athens standards, including technical specifications for those items that are not covered by City of Athens specifications. The bid package will contain the Request for Proposals, the contract documents, bid forms, disadvantaged business enterprise (DBE) requirements (if applicable), specifications, and required special provisions. The bid package will be submitted to the City of Athens procurement office for approval and authorization for the City to proceed with bidding the project.

Kimley-Horn will assist the City with drafting the advertisement for bids and conduct one pre-bid meeting with potential bidders. Kimley-Horn staff will assist the city in responding to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will be present for the bid opening and meet with City of Athens staff following the bid opening to assist with bid review. In addition, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids with the bidding documents. Kimley-Horn will prepare a written summary of this tabulation

and evaluation and submit the bid tabulation and other required documentation to the City for review and approval to award the contract to the lowest responsive bidder.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope.
- Additional analysis beyond the scope that is outlined above.
- Additional design beyond the scope that is outlined above.
- Additional site visits beyond those outlined in the above scope.
- Construction phase services
- Others as requested by the Client.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

See the attached draft schedule

FEE AND EXPENSES

Kimley-Horn will perform the services described in Tasks 1 through 4 for the Lump Sum amounts as shown.

Task Number	Fee	Type
Task 1	\$59,500	Lump Sum
Task 2	\$30,000	Lump Sum
Task 3	\$12,750	Lump Sum
Task 4	\$5,500	Lump Sum
Task 5	\$8,500	Lump Sum
Total:	\$116,250	Lump Sum

Fees will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Tim Hancock, AICP
Project Manager



Ben Skidmore
Vice President

CITY OF ATHENS

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn with all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.

- e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
- a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
 Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
 Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 Account Number: 2073089159554
 ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the

Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants,

shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans, and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Parking Lot Renovation, Design and Permitting - Market Park, Athens, TN

	Weeks																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
NTP																																	
Kick-off meeting and site walk																																	
Site Survey																																	
Geotechnical Investigation																																	
Preliminary Civil Design																																	
Client Review																																	
90% Plan Set for Client Review																																	
Client Review																																	
Final Plan Revisions																																	
Land Development Permitting																																	



MARKET PARK MASTER PLAN UPDATE Athens, Tennessee





Agenda Item

XI. F. Historic Preservation Commission – Vacancy

Overview

During the regular session on September 17, 2024, Mayor Sherlin appointed Justin White to fill the expired term of William Houston for the Historic Preservation Commission. Council confirmed that appointment with a 4-1 vote. Since December 5, 2024, Mr. White has not attended any meetings. Under the City's Committee Appointment Policy (attached), three consecutive unexcused absences result in automatic removal.

Mr. James Fries submitted an application to serve on the Historic Preservation Commission on November 4, 2025. Copies of the application have been placed in each council member's committee notebook for review.

Action to Consider

A motion, second, and majority vote are needed to approve an appointment to fill the vacancy on the Historic Preservation Commission.

Affected Departments

City Council





Agenda Item

XI. G. Graffiti Ordinance

Overview

Vice Mayor Curtis requested MTAS guidance on potential ordinances addressing graffiti and public profanity. The new MTAS Management Consultant was emailed on October 28th, but no response has been provided as of November 13th.

In the meantime, below is some information for the Council's review, including a definition of graffiti and points to consider regarding the adoption of an ordinance.

According to the Town of Smyrna, Tennessee's Municipal Code, Title 11, Chapter 15 ("Graffiti"), graffiti is defined as: *"Any inscription, word, figure, marking, symbol, design, painting, or drawing that is etched, scratched, drawn, painted, sprayed, or otherwise placed on any surface of public or private property without the consent of the property owner or occupant, and which is visible to the public."*

Basically, graffiti refers to unauthorized markings or defacement of property, whether public or private. Authorized murals or public art approved by the property owner or the City are not considered graffiti.

Points to consider:

- Helps preserve community appearance and property values.
- Establishes clear legal authority for enforcement and abatement.
- Reinforces community standards and discourages vandalism.
- May increase enforcement and cleanup responsibilities for the City.
- Could place removal obligations on property owners.
- Identifying the person responsible can be difficult.
- Must be drafted carefully to avoid free speech or due process conflicts.
- Stronger sign ordinances and enforcement can complement graffiti regulations by discouraging unsanctioned displays.
- Effective enforcement involves identifying violations, notifying property owners, quick removal of graffiti, cost to remove, coordination between city departments, penalizing offenders, etc....

Additional input from MTAS will be shared once received.

Action to Consider

A motion, second, and majority vote are needed to authorize staff to prepare an Ordinance.

Affected Departments

Community Development, Police, Public Works





Agenda Item

XI. H. Council Vacancy Process

Overview

Due to the resignation of Councilmember Dick Pelley on October 23, 2025, a vacancy exists that needs to be filled. The City Charter Article V (City Council), Section 10, states that when any vacancy in the city council shall occur, such vacancy shall be filled by the councilpersons. The newly elected member shall serve until the third Tuesday in November following the next regular election or until his successor shall be elected and qualified for the unexpired term.

[As amended by Priv. Acts 2000, ch. 83, § 2; and Priv. Acts 2024, ch. 60, § 3]

From a historical point of view, during the July 21, 2020 regular session, Councilmember Coker resigned. During the August 10, 2020 work session, a list of nominees was compiled by the Council and presented during the next regular session. During the August 18, 2020 regular session, a motion was made by Councilmember Pelley, seconded by Vice Mayor Perkinson, to select Lisa Dotson as the new council appointment to the Athens City Council. Lockmiller, Pelley, Perkinson, and Burris all voted aye.

Following a review of the City Charter and prior precedent, the City Attorney recommends that the City Council follow a similar process by authorizing advertisement of the vacant Council position, establishing an application period to accept applications/letters of interest/resumes (to be prepared and administered by the City Manager's Office), and subsequently appointing a candidate from the pool of qualified applicants. An application and application period are recommended to ensure all interested candidates are qualified voters and residents of the city and have not been convicted of malfeasance, bribery, or other corrupt practice, or crime in accordance with City Charter Article V (City Council), Sections 2 and 3 and any applicable state laws.

A sample schedule is as follows:

- Nov. 10, 2025 work session – discuss filling the council vacancy as presented.
- Nov. 18, 2025 regular session – approve filling the council vacancy as presented with any modifications.
- Nov. 19, 2025 to Dec. 5, 2025 – advertise the vacancy and have the Executive Assistant accept/review applications/letters of interest/resumes to ensure they are qualified.
- Dec. 8, 2025 work session – discuss the applicants.
- Dec. 18, 2025 regular session – appoint a qualified applicant.
- Jan. 12, 2026 work session – applicant's swearing in and first meeting.

A sample advertisement and application are attached for review.

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

Action to Consider

Motion, second, and majority vote are needed to determine the process to fill the city council vacancy, nomination or application?

Affected Departments

City Council



ATHENS CITY COUNCIL

VACANCY APPOINTMENT INFORMATION

Eligibility Requirements

To be eligible for appointment to the Athens City Council, applicants must meet the qualifications set forth in the Athens City Charter and Tennessee Code Annotated.

Athens City Charter Article IV

Section 3. Be it further enacted, That all city elections, including all elections respecting bond issues, shall be held under the supervision of the County Board of Election Commissioners, and in accordance with the law governing all State and County elections, as hereinbefore set out.

This section may be enforced by appropriate ordinance.

All persons living within the limits of such corporation who shall be qualified to vote for members of the Legislature of this state, and who shall have been a resident of the city for thirty (30) days preceding such elections, or any qualified voter living in McMinn County who owns fifty percent (50%) interest in developable land in the city shall be entitled to vote in the precinct where such person resides or owns land and to have their vote counted in such election. The Council may authorize the ballots for these non-resident property owners to be cast by mail only, pursuant to procedures approved by the State Coordinator of Elections.

[As amended by Priv. Acts 1992, ch. 215, § 1; Priv. Acts 2000, ch. 83, § 1; and Priv. Acts 2002, ch. 114, § 1]

Athens City Charter Article V

Section 2. Be it further enacted, That any qualified voter of the city who resides in the city shall be eligible for election to the Office of Councilperson, provided that a failure to continue to reside in the city shall vacate such person's office. Councilpersons shall serve no more than three (3) terms. The three-term limit shall begin with the 2024 and 2026 elections. Furthermore, if a Councilperson was appointed mid-term, then that appointed term shall not count toward the three-term limit prescribed herein.

[As amended by Priv. Acts 1992, ch. 215, § 2; and Priv. Acts 2024, ch. 60, § 3]

Section 10. Be it further enacted, That when any vacancy in said council shall occur, such vacancy shall be filled by the Councilpersons. The newly elected member shall serve until the third Tuesday in November following the next regular election or until his successor shall be elected and qualified for the unexpired term.

[As amended by Priv. Acts 2000, ch. 83, § 2; and Priv. Acts 2024, ch. 60, § 3]

Tenn. Code Ann. 8-18-101. Eligibility to hold office.

All persons eighteen (18) years of age or older who are citizens of the United States and of this state, and have been inhabitants of the state, county, district, or circuit for the period required by the constitution and laws of the state, are qualified to hold office under the authority of this state except:

- (1) Those who have been convicted of offering or giving a bribe, or any other offense declared infamous under § 40-20-112, unless restored to citizenship under title 40, chapter 29; except those who have been convicted of an infamous crime if the offense was committed in the person's official capacity or involved the duties of the person's office, in which case the person shall forever be disqualified from holding office;
- (2) Those against whom there is a judgment unpaid for any moneys received by them, in any official capacity, due to the United States, to this state, or any county of this state;
- (3) Those who are defaulters to the treasury at the time of the election, and the election of any such person shall be void;
- (4) Soldiers, sailors, marines, or airmen in the regular army or navy or air force of the United States; and
- (5) Members of congress, and persons holding any office of profit or trust under any foreign power, other state of the union, or under the United States.

Application Instructions

Interested and qualified individuals should submit the completed application **no later than 12:00 p.m. (noon), Friday, December 5, 2025**. Applications may be submitted to:

City Manager's Office
City of Athens, Tennessee
815 North Jackson Street
Athens, TN 37303

Email: admin@athenstn.gov

Online Link:

Tentative Appointment Schedule

Nov. 10, 2025	Work Session Discuss process to fill the Council vacancy
Nov. 18, 2025	Regular Session Approve process and application period
Nov. 19 – Dec. 5, 2025	Advertise vacancy; accept applications
Dec. 8, 2025	Work Session Review and discuss applicants
Dec. 18, 2025	Regular Session Appoint new Councilmember
Jan. 12, 2026	Work Session Swearing-in and first meeting of new Councilmember

For more information contact the Office of the city manger at (423) 744-2702 or admin@athenstn.gov.

ATHENS CITY COUNCIL VACANCY APPOINTMENT APPLICATION



Full Name: _____

Residential Address: _____

Phone Number: _____

Email: _____

1. Are you at least 18 years of age?
(City Charter Article V (2); TCA § 8-18-101) ☐ Yes ☐ No

2. Are you a citizen of the United States?
(TCA § 8-18-101) ☐ Yes ☐ No

3. Are you a resident of the City of Athens, Tennessee?
(City Charter Article V (2); TCA § 8-18-101) ☐ Yes ☐ No

4. Are you a registered voter within the City of Athens?
(City Charter Article V (2)) ☐ Yes ☐ No

5. Have you resided within the city limits for at least 30 days prior to appointment?
(City Charter Article IV (3)) ☐ Yes ☐ No

6. Have you ever been convicted of offering or giving a bribe, larceny, malfeasance, or any other offense declared infamous under Tennessee law?
(TCA § 8-18-101(1); TCA § 40-20-112) ☐ Yes ☐ No

7. Do you have any unpaid judgments for public funds received in an official capacity?
(TCA § 8-18-101(2)) ☐ Yes ☐ No

8. Are you currently a defaulter to any public treasury?
(TCA § 8-18-101(3)) ☐ Yes ☐ No

9. Do you currently serve as a soldier, sailor, marine, or airmen in the regular army or navy or air force of the United States?
(TCA § 8-18-101(4)) ☐ Yes ☐ No

10. Do you currently hold any office of profit or trust under any foreign power, other state of the union, or under the United States?
(TCA § 8-18-101(5)) ☐ Yes ☐ No

11. Please provide a brief statement explaining your interest in serving on the Athens City Council:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

12. Please list relevant experience and community involvement:

[illegible]

I hereby certify that the answers provided above are true and complete to the best of my knowledge and belief. I understand that providing false or misleading information may disqualify me from consideration or result in removal from office if appointed.

Signature

Date



PUBLIC NOTICE

NOTICE OF VACANCY – ATHENS CITY COUNCIL ACCEPTING APPLICATIONS FOR APPOINTMENT

Due to the resignation of Councilmember Dick Pelley, a vacancy exists on the Athens City Council. Pursuant to Article V, Section 10 of the Athens City Charter, the remaining Councilmembers are required to appoint a qualified individual to fill the vacancy. The appointed Councilmember shall serve until the third Tuesday in November following the next regular election, or until a successor is elected and qualified for the unexpired term.

The Athens City Council invites qualified and interested residents of the City of Athens to apply for appointment to the vacant Council seat. The application period will open at **8:00 a.m. on Wednesday, November 19, 2025** and close at **12:00 p.m. (noon) on Friday, December 5, 2025**.

For additional information, qualifications, or to request an application please contact the Office of the City Manager at (423) 744-2702 or admin@athenstn.gov.

Published: Saturday, November 22, 2025

CITY OF ATHENS, TENNESSEE
Narrative on Financial Analysis
October, 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. 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.

General Fund

Overall, we collected about \$43,000 less through October this year. As a percentage we collected .89% less than the budgeted revenues for last year.

PLEASE NOTE: The information in the packet will look a little different than in previous years. 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 General Fund and Sanitation Fund revenue accounts can be found behind the "Financial Analysis" in this report.

Expenditures and encumbrances for this year are \$423,984 more than this time last year, showing 43.83% this year. The variance is due to the new servers being purchased by IT and equipment and other contracts in Police Patrol.

Sanitation

Revenues and expenditures are comparable to the prior year, except for the dumpsters and totes in the current year and the front loader garbage truck purchase that is included in the current year balance. This truck was ordered in June of 2024 and was finally delivered in September of this year.

Please let me know if I can provide additional information.

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

				Increase		Variance	
	Prior		Current	(Decrease)		from	12-Month
	Year		Year	From	%	Current Yr.	Variance
	10/31/2024	% Received	10/31/2025	Prior Year	Collected	to Prior Yr.	(1/12=8.33%)
GENERAL FUND							
Property Taxes	816,810	12.33%	826,211	9,401	13.02%	0.69%	4.69%
AUB In-Lieu of Taxes	359,201	38.42%	297,044	(62,157)	30.78%	-7.64%	22.45%
Local Sales Taxes	3,077,557	34.97%	3,024,999	(52,558)	32.88%	-2.09%	24.55%
Wholesale Beer Taxes	181,811	34.30%	177,721	(4,090)	33.53%	-0.77%	25.20%
Wholesale Liquor Taxes	74,115	26.47%	71,193	(2,922)	22.97%	-3.50%	14.64%
Gross Receipt Taxes	67,603	12.50%	33,307	(34,296)	22.97%	10.47%	14.64%
State Sales Taxes	586,962	34.53%	600,917	13,955	33.85%	-0.68%	25.52%
Gas and Motor Fuel Taxes	172,379	35.91%	172,086	(293)	35.12%	-0.79%	26.79%
Court Fines/Costs	33,628	33.63%	81,545	47,917	81.55%	47.92%	73.22%
Interest Income	227,827	45.57%	183,308	(44,519)	33.33%	-12.24%	25.00%
Total Revenues/% of Budget	6,132,109	28.19%	6,088,827	(43,282)	27.30%	-0.89%	18.97%
	Sales Tax						
	2024	2025	Difference	% Change			
September	1,572,105	2,270,901	698,796	44.45%			
October	3,077,557	3,024,999	(52,558)	-1.71%			
SANITATION							
Revenues:							
Industrial/Commercial	151,918	36.17%	154,325	2,407	36.74%	0.57%	28.41%
Residential	194,821	36.08%	183,674	(11,147)	32.80%	-3.28%	24.47%
Total Revenues	375,998		378,148	2,150			
Percent of total budget		36.76%			36.36%	-0.40%	28.03%

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

	Prior Year 10/31/2024		Current Year 10/31/2025			Variance from	12-Month
	Actual	% Expended & Encumbered	Actual	Outstanding PO's	% Expended & Encumbered	Current Yr. to Prior Yr.	Variance (1/12=8.33%)
GENERAL FUND DEPARTMENTS							
City Council	43,378	30.92%	60,157	214	43.03%	12.11%	34.70%
City Hall	135,835	50.25%	78,486	49,131	57.77%	7.52%	49.44%
City Manager's Office	115,190	31.84%	142,108	2,773	37.69%	5.85%	29.36%
Community Dev - Administration	79,230	33.61%	82,940	998	34.08%	0.47%	25.75%
Community Dev - Cemeteries	46,962	30.96%	20,963	36,535	110.15%	79.19%	101.82%
Community Dev - Code Enforcement	146,204	35.90%	148,140	3,500	38.24%	2.34%	29.91%
Finance	215,531	34.91%	197,920	3,900	32.92%	-1.99%	24.59%
Finance - Purchasing	44,077	30.11%	37,859	500	41.07%	10.96%	32.74%
Fire Department - Administration	87,527	33.47%	89,929	1,545	37.24%	3.77%	28.91%
Fire Department - Prevention	53,360	37.11%	60,461	300	40.08%	2.97%	31.75%
Fire Department - Suppression	1,296,806	42.41%	1,357,251	80,490	46.14%	3.73%	37.81%
Human Resources	87,589	30.00%	87,925	1,533	32.08%	2.08%	23.75%
Information Technology	155,235	22.31%	293,331	122,858	46.34%	24.03%	38.01%
Parks and Rec - Administration	89,365	33.82%	85,634	1,042	36.01%	2.19%	27.68%
Parks and Rec - Maintenance	437,219	48.78%	366,819	141,149	56.33%	7.55%	48.00%
Parks and Rec - Pools	36,058	55.39%	36,752	3,605	65.51%	10.12%	57.18%
Parks and Rec - Programming	168,853	37.36%	177,565	26,052	48.31%	10.95%	39.98%
Police Department - Administration	128,272	36.01%	125,906	5,349	37.18%	1.17%	28.85%
Police Department - Detectives	349,428	38.50%	214,092	4,193	35.99%	-2.51%	27.66%
Police Department - Patrol	1,336,336	39.43%	1,477,738	69,181	42.68%	3.25%	34.35%
Public Works - Administration	177,928	39.10%	180,343	8,928	42.63%	3.53%	34.30%
Public Works - Animal Shelter	105,090	34.82%	97,075	16,287	36.65%	1.83%	28.32%
Public Works - Fleet Maintenance	153,669	35.80%	144,493	21,223	40.70%	4.90%	32.37%
Public Works - Street Cleaning	509,850	45.63%	486,738	52,333	50.05%	4.42%	41.72%
Public Works - Street Construction	282,202	38.61%	262,142	60,988	47.94%	9.33%	39.61%
Public Works - Street Maintenance	299,796	27.22%	221,847	57,694	25.26%	-1.96%	16.93%
Public Works - Traffic Control	129,080	33.92%	166,890	73,709	64.54%	30.62%	56.21%
Inventory Supplies and Variance	6,527	-	-	7,530	-	-	-
Total General Fund Departments	6,716,597	38.05%	6,701,504	853,540	43.36%	5.31%	35.03%
GENERAL FUND OTHER AGENCIES							
Athens City Board of Education	1,023,289	42.27%	1,006,555	-	41.58%	-0.69%	33.25%
Athens Utilities Board	186,892	35.26%	186,852	-	35.26%	0.00%	26.93%
McMinn County Emergency Comm	182,452	49.74%	189,630	-	50.17%	0.43%	41.84%
Total Other Agencies	1,392,633	41.83%	1,383,037	-	41.55%	-0.28%	33.22%
GENERAL FUND OUTSIDE AGENCIES							
	129,050	32.74%	139,498	-	31.84%	-0.90%	23.51%
GENERAL FUND TRANSFERS							
Transfer to Debt Service Fund	1,239,334	35.99%	824,019	-	59.40%	23.41%	51.07%
Transfer to Capital Project Fund	-	-	-	-	-	-	-
Total Transfers	1,239,334	35.99%	824,019	-	59.40%	23.41%	51.07%
Total General Fund Expenditures	9,477,614	38.18%	9,048,058	853,540	43.83%	5.65%	35.50%
Increase (Decrease)		423,984		9,901,598			
Sanitation:							
Expenditures:	507,672	45.32%	875,965	18,016	72.14%	26.82%	63.81%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
<u>01-0000-4110</u>	CURRENT PROPERTY TAXES	6,100,000.00	6,100,000.00	313,469.00	615,119.00	-5,484,881.00	10.08 %
<u>01-0000-4115</u>	PRIOR YEAR PROPERTY TAXES	100,000.00	100,000.00	27,113.00	142,810.00	42,810.00	142.81 %
<u>01-0000-4120</u>	DELINQUENT PROPERTY TAXES C&	100,000.00	100,000.00	14,503.00	43,285.00	-56,715.00	43.29 %
<u>01-0000-4125</u>	PUBLIC UTILITIES	100,000.00	100,000.00	1,777.00	1,777.00	-98,223.00	1.78 %
<u>01-0000-4130</u>	INTEREST & PENALTY PY	20,000.00	20,000.00	3,660.64	13,821.84	-6,178.16	69.11 %
<u>01-0000-4135</u>	INTEREST & PENALTY C&M	25,000.00	25,000.00	6,256.78	11,175.47	-13,824.53	44.70 %
<u>01-0000-4145</u>	AUB ELECTRIC	730,000.00	730,000.00	56,054.35	224,217.40	-505,782.60	30.71 %
<u>01-0000-4150</u>	AUB GAS	235,000.00	235,000.00	18,206.57	72,826.28	-162,173.72	30.99 %
<u>01-0000-4165</u>	LOCAL SALES TAX	9,200,000.00	9,200,000.00	754,098.46	3,024,999.35	-6,175,000.65	32.88 %
<u>01-0000-4170</u>	WHOLESALE BEER TAX	530,000.00	530,000.00	41,907.45	177,721.23	-352,278.77	33.53 %
<u>01-0000-4171</u>	WHOLESALE LIQUOR TAX	310,000.00	310,000.00	26,714.20	71,193.15	-238,806.85	22.97 %
<u>01-0000-4176</u>	BUSINESS LICENSE APPLICATION FE	1,000.00	1,000.00	195.00	645.00	-355.00	64.50 %
<u>01-0000-4177</u>	BUSINESS TAX-ST CLERK FEE	60,000.00	60,000.00	437.14	3,118.03	-56,881.97	5.20 %
<u>01-0000-4178</u>	BUSINESS TAX-ST COLLECTED	590,000.00	590,000.00	3,593.89	29,543.50	-560,456.50	5.01 %
<u>01-0000-4183</u>	TRANSIENT VENDOR FEE	0.00	0.00	0.00	50.00	50.00	0.00 %
<u>01-0000-4205</u>	CABLE TV FRANCHISE TAX-COMCAS	120,000.00	120,000.00	-29,000.00	2,477.72	-117,522.28	2.06 %
<u>01-0000-4210</u>	CABLE TV FRANCHISE TAX-AT&T	6,000.00	6,000.00	1,267.95	1,267.95	-4,732.05	21.13 %
<u>01-0000-4310</u>	TAXI/WRECKER/SOLICITORS	1,000.00	1,000.00	0.00	640.00	-360.00	64.00 %
<u>01-0000-4315</u>	BEER PERMITS	12,000.00	12,000.00	2,610.00	6,410.00	-5,590.00	53.42 %
<u>01-0000-4320</u>	ANIMAL CONTROL	1,000.00	1,000.00	80.00	515.00	-485.00	51.50 %
<u>01-0000-4325</u>	BUILDING LICENSES & PERMITS	75,000.00	75,000.00	26,689.00	63,531.50	-11,468.50	84.71 %
<u>01-0000-4410</u>	TVA PAYMENTS IN LIEU OF TAX	170,000.00	170,000.00	0.00	0.00	-170,000.00	0.00 %
<u>01-0000-4412</u>	TVA IMPACT PYMTS	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %
<u>01-0000-4415</u>	HOUSING AUTHORITY IN LIEU OF T	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
<u>01-0000-4420</u>	STATE LAW/FIRE GRANTS	60,000.00	60,000.00	0.00	16,000.00	-44,000.00	26.67 %
<u>01-0000-4425</u>	STATE SALES TAX	1,775,000.00	1,775,000.00	156,304.48	600,916.56	-1,174,083.44	33.85 %
<u>01-0000-4435</u>	STATE BEER TAX	6,000.00	6,000.00	3,060.39	3,060.39	-2,939.61	51.01 %
<u>01-0000-4440</u>	STATE MIXED DRINK TAX	90,000.00	90,000.00	9,574.87	33,105.90	-56,894.10	36.78 %
<u>01-0000-4445</u>	STATE GAS INSPECTION TAX	26,000.00	26,000.00	2,132.54	8,540.95	-17,459.05	32.85 %
<u>01-0000-4450</u>	STATE EXCISE TAX	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
<u>01-0000-4455</u>	STATE SPORTSBETTING TAX	25,000.00	25,000.00	0.00	7,063.67	-17,936.33	28.25 %
<u>01-0000-4460</u>	REIMB OTHER GOVERNMENTS	30,000.00	30,000.00	0.00	24,203.46	-5,796.54	80.68 %
<u>01-0000-4465</u>	STATE GAS & MOTOR FUEL TAX	490,000.00	490,000.00	43,716.46	172,085.91	-317,914.09	35.12 %
<u>01-0000-4467</u>	STATE TRASPORTATION MODERNIZ	6,000.00	6,000.00	686.24	2,642.98	-3,357.02	44.05 %
<u>01-0000-4475</u>	REIMB:HIGHWAY MAINTENANCE	25,000.00	25,000.00	0.00	3,833.10	-21,166.90	15.33 %
<u>01-0000-4520</u>	GRANT FUNDS	0.00	0.00	8,412.09	29,412.09	29,412.09	0.00 %
<u>01-0000-4530</u>	GRANTS - POLICE DEPT.	225,000.00	225,000.00	231,783.76	239,300.00	14,300.00	106.36 %
<u>01-0000-4620</u>	ACCIDENT REPORT CHARGES	0.00	0.00	26.95	215.84	215.84	0.00 %
<u>01-0000-4625</u>	REPAIR DAMAGES AUB	25,000.00	25,000.00	5,319.19	70,543.08	45,543.08	282.17 %
<u>01-0000-4630</u>	CEMETERY LOTS	2,000.00	2,000.00	0.00	1,100.00	-900.00	55.00 %
<u>01-0000-4635</u>	CEDAR GROVE EXPANSION	9,000.00	9,000.00	1,820.00	10,080.00	1,080.00	112.00 %
<u>01-0000-4665</u>	POOLS INGLESIDE	15,000.00	15,000.00	0.00	9,563.77	-5,436.23	63.76 %
<u>01-0000-4675</u>	RECREATION CONCESSIONS	30,000.00	30,000.00	3,491.66	21,613.23	-8,386.77	72.04 %
<u>01-0000-4680</u>	TENNIS	0.00	0.00	0.00	300.00	300.00	0.00 %
<u>01-0000-4690</u>	GENERAL CLASSES	50,000.00	50,000.00	5,198.00	7,797.44	-42,202.56	15.59 %
<u>01-0000-4700</u>	YOUTH SPORTS ACTIVITIES	45,000.00	45,000.00	5,700.00	5,700.00	-39,300.00	12.67 %
<u>01-0000-4705</u>	LEASE/RENTAL BALLFIELDS	3,000.00	3,000.00	275.00	2,640.00	-360.00	88.00 %
<u>01-0000-4710</u>	LEASE/RENTAL PICNIC SHELTER	8,000.00	8,000.00	-315.00	6,485.00	-1,515.00	81.06 %
<u>01-0000-4810</u>	CITY COURT FINES & COSTS	100,000.00	100,000.00	21,688.80	81,545.49	-18,454.51	81.55 %
<u>01-0000-4910</u>	INTEREST INCOME	550,000.00	550,000.00	65,344.59	183,308.07	-366,691.93	33.33 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Percent Used
<u>01-0000-4920</u>	SALE OF CITY PROPERTY	0.00	0.00	0.00	315.00	315.00	0.00 %
<u>01-0000-4925</u>	INSURANCE RECOVERIES	0.00	0.00	5,427.08	6,427.08	6,427.08	0.00 %
<u>01-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	57.09	269.74	269.74	0.00 %
<u>01-0000-4999</u>	MISCELLANEOUS INCOME	30,000.00	30,000.00	22,000.47	33,613.63	3,613.63	112.05 %
	Revenue Total:	22,306,000.00	22,306,000.00	1,861,338.09	6,088,826.80	-16,217,173.20	27.30%
	Fund: 01 - GENERAL FUND Total:	22,306,000.00	22,306,000.00	1,861,338.09	6,088,826.80	-16,217,173.20	27.30%
	Report Total:	22,306,000.00	22,306,000.00	1,861,338.09	6,088,826.80	-16,217,173.20	27.30%



City of Athens, Tennessee

Monthly Rev and Exp Reports for Council

Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 12 - SANITATION							
Revenue							
<u>12-0000-4648</u>	REFUSE PENALTY	4,000.00	4,000.00	417.96	1,707.64	-2,292.36	42.69 %
<u>12-0000-4650</u>	IND/COMMERCIAL REFUSE CHARG	420,000.00	420,000.00	47,483.50	154,325.00	-265,675.00	36.74 %
<u>12-0000-4658</u>	REFUSE COLLECTION CHARGES	560,000.00	560,000.00	48,094.82	183,673.59	-376,326.41	32.80 %
<u>12-0000-4750</u>	RECYCLING CENTER	5,000.00	5,000.00	480.10	2,006.03	-2,993.97	40.12 %
<u>12-0000-4910</u>	INTEREST INCOME	50,000.00	50,000.00	8,305.48	31,775.35	-18,224.65	63.55 %
<u>12-0000-4930</u>	DISCOUNTS EARNED	0.00	0.00	10.26	40.50	40.50	0.00 %
<u>12-0000-4999</u>	MISCELLANEOUS INCOME	1,000.00	1,000.00	628.40	4,620.38	3,620.38	462.04 %
Revenue Total:		1,040,000.00	1,040,000.00	105,420.52	378,148.49	-661,851.51	36.36%
Fund: 12 - SANITATION Total:		1,040,000.00	1,040,000.00	105,420.52	378,148.49	-661,851.51	36.36%
Report Total:		1,040,000.00	1,040,000.00	105,420.52	378,148.49	-661,851.51	36.36%

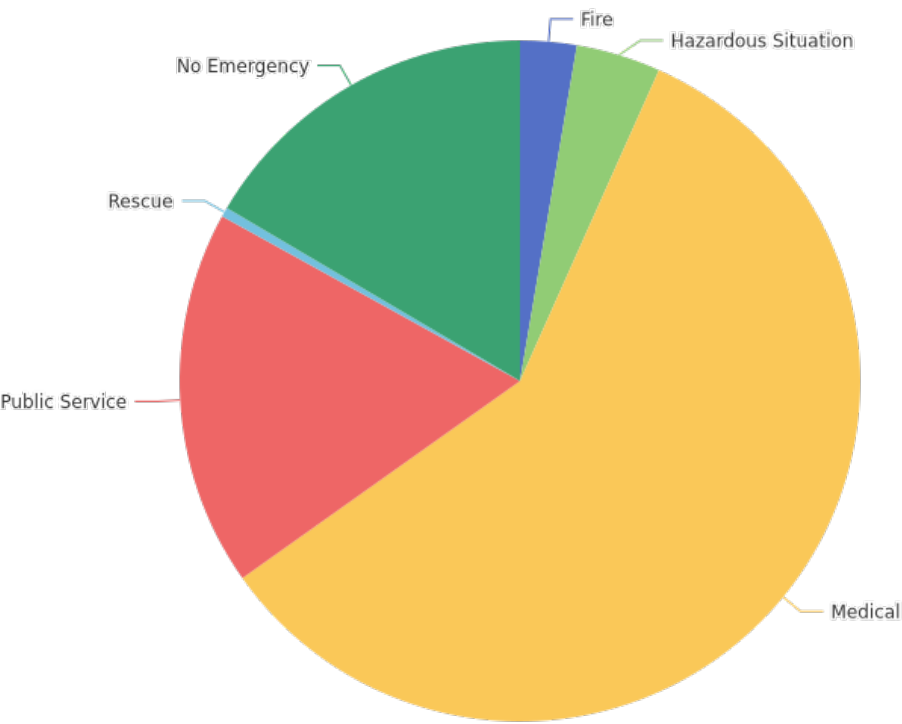
CITY OF ATHENS
 FINANCIAL REPORT
 CASH BALANCES AND INVESTMENT SHEET
 2025-2026

	JUL	AUG	SEPT	OCT
GENERAL	15,865,000	15,280,000	15,019,000	15,145,000
EMP MED BENEFIT	305,000	306,000	307,000	308,000
SCHOOL DEBT SER	4,142,000	4,237,000	4,324,000	4,418,000
CITY DEBT SER	114,000	114,000	114,000	114,000
CAP IMP	13,936,000	13,924,000	13,869,000	13,824,000
FLEET	8,433,000	7,176,000	7,050,000	6,968,000
SAN	1,474,000	2,736,000	2,413,000	2,399,000
DRUG	208,000	186,000	190,000	197,000
CONFERENCE	168,000	172,000	174,000	173,000
2021 GO BOND	1,077,000	1,081,000	1,085,000	1,088,000
HOTEL/MOTEL TAX	954,000	973,000	1,001,000	1,035,000
TOTAL CASH & INV	46,676,000	46,185,000	45,546,000	45,669,000





Incident Count by Primary Incident Group NERIS - Last Calendar Month



PRIMARY INCIDENT GROUP	COUNT OF INCIDENTS	PERCENTAGE OF TOTAL INCIDENTS
Rescue	1	0.45%
Fire	6	2.68%
Hazardous Situation	9	4.02%
No Emergency	37	16.52%
Public Service	40	17.86%
Medical	131	58.48%
Total	224	100.00%

Description: This report provides a count of incidents by incident type series group Time frame is last calendar month.

Criteria: Dispatch Notified Date/Time from 2025-10-01 00:00:00 to 2025-11-01 00:00:00 AND Incident Reporting Status equal Authorized



Report summary by Primary Incident Type NERIS -Last Calendar Month

PRIMARY INCIDENT TYPE	TOTAL
Fire - Outside Fire - Other Outside Fire	1
Fire - Outside Fire - Trash / Rubbish Fire	2
Fire - Outside Fire - Vegetation / Grass Fire	2
Fire - Structure Fire - Confined Cooking / Appliance Fire	1
Hazardous Situation - Hazard Non-Chemical - Electrical Hazard / Short Circuit	1
Hazardous Situation - Hazard Non-Chemical - Motor Vehicle Collision	5
Hazardous Situation - Investigation - Odor	1
Hazardous Situation - Investigation - Smoke Investigation	2
Medical - Illness - Abdominal Pain / Problems	4
Medical - Illness - Back Pain (Non-Trauma)	2
Medical - Illness - Breathing Problems	11
Medical - Illness - Cardiac Arrest	1
Medical - Illness - Chest Pain (Non-Trauma)	9
Medical - Illness - Convulsions / Seizures	14
Medical - Illness - Diabetic Problems	3
Medical - Illness - Headache	1
Medical - Illness - Overdose / Poisoning	5
Medical - Illness - Sick Case	7
Medical - Illness - Stroke / CVA	4
Medical - Illness - Unconscious Victim	5
Medical - Illness - Well Person Check	6
Medical - Illness - Altered Mental Status	1
Medical - Illness - Unknown Problem	5
Medical - Illness - No Appropriate Choice	8
Medical - Injury / Trauma - Choking	1
Medical - Injury / Trauma - Fall	23
Medical - Injury / Trauma - Motor Vehicle Collision	18
Medical - Injury / Trauma - Other Traumatic Injury	1
Medical - Other - Medical Alarm	2
Public Service - Citizen Assist - Person In Distress	2

Report summary by Primary Incident Type NERIS -Last Calendar Month

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



PRIMARY INCIDENT TYPE	TOTAL
Public Service - Citizen Assist - Citizen Assist / Service Call	4
Public Service - Citizen Assist - Lift Assist	25
Public Service - Alarms (Non Medical) - Fire / Smoke Alarm	7
Public Service - Alarms (Non Medical) - Other Alarm	2
Rescue - Transportation (Land) - Motor Vehicle Collision Extrication / Entrapment	1
No Emergency - False Alarm - Intentional False Alarm	1
No Emergency - False Alarm - Malfunctioning Alarm	4
No Emergency - False Alarm - Accidental Alarm	11
No Emergency - False Alarm - Other False Call	4
No Emergency - Good Intent - No Incident Found Upon Arrival / Location Error	5
No Emergency - Good Intent - Smoke From Nonhostile Source (Smoke Scare)	2
No Emergency - Cancelled	10
Total	224

Criteria: Dispatch Notified Date/Time from 2025-10-01 00:00:00 to 2025-11-01 00:00:00 AND Incident Reporting Status equal Authorized

1058 Training hours
CPR - 4 classes - 40 students
Taught CPR and First Aid to over 100 employees at AUB
Devin Jenkins completed Pump Ops and Aerial Apparatus Training
Fire Prevention Month - Athens City Schools, numerous preschools, and daycares (over 1500 kids)
Fire Extinguisher Training - Heil
Police and Fire Escort for girls' middle school soccer championship
Railroad class - Angel Jimenez, Devin Jenkins, Joe Roberts
Pumpkin Town Festival
Lowe's Fire Safety Event
Smoke Detector installs
2025 TN Pipeline Safety Program
Special Needs Bowling
Wetlands Trick-or-Treating
Total Incident number - year to date - 2061



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	1	1
2. Sex Offense	2	15	13
3. Robbery	1	6	8
4. Assault	25	199	185
Part II - Crime Against Property			
5. Burglary	2	40	58
6. Theft	32	284	420
7. Motor Vehicle Theft	2	19	49
Traffic Stops	521	4,800	1,678
Citations	156	2,061	617
Warnings	343	2,943	890
Drugs	24	220	216
Arrests	131	1,085	1,036
Total calls for service	1,703	19,006	14,751

Traffic Accident Statistics

Accidents

Injuries

	This Month	This Year	Last Year to Date		This Month	This Year	Last Year to Date	
Vehicle	78	684	650		17	117	109	

Fatality

This Month	0
This Year	1
Last Year	0

Employment

Authorized Sworn Positions	36
Current Sworn Positions Filled	35
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.**

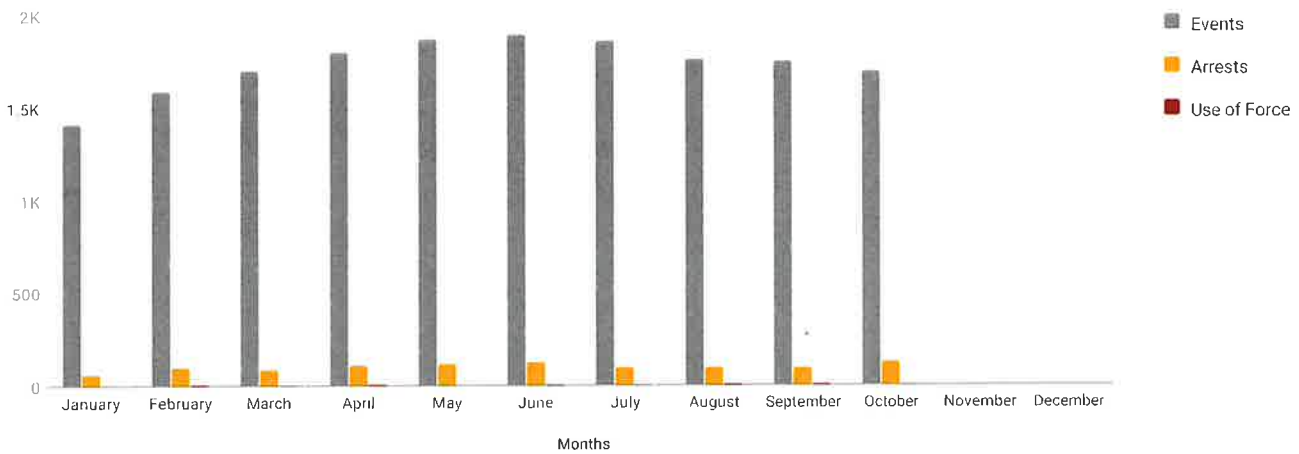


Athens Police Department

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

USE OF FORCE VS. EVENT COMPARISON SUMMARY BY MONTH

Event vs. Arrests vs. Use of Force Comparison



2025 Events vs. Use Of Force

Total Events: 17410
Use of Force Incidents: 37
0.21%

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	1879	1	0.05%
June	1902	4	0.21%
July	1868	3	0.16%
August	1767	5	0.28%
September	1758	6	0.34%
October	1703	3	0.18%
November	0	0	0.00%
December	0	0	0.00%

2025 Arrests vs. Use Of Force

Total Arrests: 1070
Use of Force Incidents: 37
3.46%

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	123	1	0.81%
June	131	4	3.05%
July	102	3	2.94%
August	103	5	4.85%
September	100	6	6.00%
October	131	3	2.29%
November	0	0	0.00%
December	0	0	0.00%

Monthly Overtime Report for Patrol Division October 2025

Late Shift: 39.50 hours

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

Manpower: 00.00 hours

(fill in for sick leave, vacations, training)

Court: 10.50 hours

General Sessions: 00.00

City: 2.50

Criminal: 1.00

Civil: 00.00

Juvenile: 7.00

Grand Jury: 00.00

Training: 25.00 hours

Special Assignments: 70.00 hours

Meeting: 12.50

THSO: 13.00

Carwash: 2.00

Pumpkintown: 17.00

Halloween Events: 25.50

Total hours for the month: 145.00 hours

Total expenditure for patrol overtime for the month: \$5,614.29

Total budgeted for patrol overtime for the month: \$7,083.33

DISPOSITION COUNT

10/01/2025 to 10/31/2025

Disp. Code Id Disp. Code Name

(9)	Dismissed	<u>21</u>
(10)	Dismissed after Drv Safety Course	<u>13</u>
(11)	Dismissed upon payment of cost w/time to pay	<u>7</u>
(4)	Guilty - Trial by Judge	<u>2</u>
(19)	Paid in Full	<u>141</u>
(21)	Plea Guilty/ as charged	<u>27</u>
(25)	Plea Not Guilty, set for trial	<u>1</u>

Total Dispositions: 212



CITY OF ATHENS

FY 2025-26 PROGRAM OF WORK

Updated Nov. 14, 2025

No.	Program/Cost/Funding Source	Responsible Party	Status
City Manager's Office			
1	Prepare a five-year Capital Improvement Plan (CIP) to plan/coordinate future projects/costs.	City Manager / Dept. Heads	On Oct. 13, 2025 work session for review. On Oct. 20, 2025 City Council Advisory Committee meeting for feedback, and on Oct. 23, 2025 Rec. Advisory Board meeting for feedback.
2	Prepare for and conduct the annual strategic summit tentatively scheduled for Fri. Feb. 20, 2026, 9:00 am to 4:00 pm, at McMinn Higher Education Center, facilitated by SETD.	City Manager / Dept. Heads	Booked, and waiting for the summit.
3	Plan the renovation and expansion of the current City Hall facility, \$40,000 for planning.	City Manager / Project 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 May 20, 2025 regular session. Approved Allen & Hoshall to prepare planning documents for renovations and expansion. Initial meetings were held collectively and individually on June 4, 2025. Floor plans and renderings were discussed further during Aug. 20, 2025 staff meeting. On Sept. 8, 2025 work session and Oct. 13, 2025 work session for further discussion. On Oct. 21, 2025 regular session for further discussion and no motion was made. Project is completed.

No.	Program/Cost/Funding Source	Responsible Party	Status
City Manager's Office (continued)			
4	Have a feasibility study prepared to complete/expand the SE TN Trade & Conference Center using Hotel/Motel Tax Funds, \$60,000.	City Manager	RFQ prepared, bid deadline was Sept. 23, 2025. Reviewing 4 responses.
5	Develop a citizen satisfaction survey and a Parks & Recreation amenities survey in-house to obtain citizen sentiment/comments about city provided services and wanted recreational amenities.	City Manager's Office	Preparing.
6	Keep the website updated to include retail marketing and retirement information.	City Manager / Communications Coordinator	Go live was Aug. 22, 2025. Fine tuning.
7	Replace HVAC units at City Hall using Capital Improvement Funds, \$580,000.	City Manager	Bid opening was Sept. 29, 2025. On Oct. 13, 2025 work session for consideration and approved on Oct. 21, 2025 regular session. Completion during Jan. 2026.
Community Development			
8	Complete creating the downtown historic overlay district.	Community Dev. Director	HPB has discussed this topic previously, their regular meeting on Aug. 7, 2025 had a speaker from Sweetwater, HPB <i>may</i> make recommendations in the future.
9	Continue dilapidated/unfit structure enforcement per city code 13-302. Began an additional 7 structure enforcements (1615 Betts St., 1413 W. Madison, 800 Ohio Ave., 604 Railroad Ave., 1701 Railroad Ave., 642 Sunview Dr., and 305 Young St.) Hearings are scheduled for Jan. 8, 2026.	Community Dev. Director / City Manager	Completing two enforcement orders previously approved and filed in Court (206 Stansberry St. and 2019 Hammerhill Rd.) and began 9 additional structure enforcements (815 Central Ave, 102 Euclid Ave, 206 Rose Dr, 121 Sage St, 206 Sharp St., 1110 Old Ingleside Rd, 512 Tellico, 1217 Clayton, and 104 Frankfort). Council discussed changing the hearing process on July 31, 2025. Made clarification of who is certified. City attorney prepared and distributed the 9 hearing notices. Hearings were held on Sept. 9, and Oct. 7, 2025. City attorney mailed the 9 orders. In the 90-day waiting period to have owners clean up or demolish, or early Jan. 2026. Began an additional 7 structure enforcements (1506 Adams St, 12 Alford St, 507 Bank St, 704 Haley St, 1504 View St, 408 Pope Ave, and 1402 Hammerhill Rd). Hearings are scheduled for Nov. 19, 2025.

No.	Program/Cost/Funding Source	Responsible Party	Status
Fire Department			
10	Prepare design plans, develop construction drawings, bid out, and begin construction of Fire Station #3 using Capital Improvement Funds, \$3,200,000.	Fire Chief / Project Manager	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. Approved Wold. Initial planning meeting was June 17, 2025, second planning meeting held June 23, 2025, third meeting was July 28, 2025. On Aug. 11, 2025 work session and Aug. 19 regular session for consideration. On September 8, 2025 work session and Sept. 16, 2025 regular session for further discussion. Approved proceeding with construction documents and bidding.
11	Replace the HVAC units at Fire Station #2 using Capital Improvement Funds, \$20,000.	Fire Chief	Bid opening was Sept. 29, 2025. On Oct. 13, 2025 work session for consideration and approved on Oct. 21, 2025 regular session. Completion during Jan. 2026.
12	Replace garage door openers at Fire Station HQ.	Fire Chief	Completed.
13	Acquire water tank skid, radio chargers, trailer, uniform cabinets, cabinet for trucks, and 4-way hydrant valve.	Fire Chief	Water tank ordered, radio chargers/batteries delivered, trailer delivered, uniform cabinets delivered, truck cabinet in design, hydrants ordered.
14	Acquire replacement Sparky costume.	Fire Chief	Completed.
15	Acquire signage for new training facility per city sign design standards.	Fire Chief	
Hotel/Motel Tax Fund			
16	Assist Nooga Lights, LLC in hosting/advertising a Christmas light show event at Regional Park, \$30,000 and installing new electrical connections for the event using Capital Improvement Funds, \$15,000.	Communications Coordinator	AUB installing new electrical connections needed for this event at Regional Park. Nooga Lights will not be able to fulfill the 2025 terms due to a lack and delay of supplies from overseas manufacturers. Instead, will install static displays at Market Park and Cook Park.
17	Develop a city branding strategy/logo for tourism promotion, \$20,000.	Communications Coordinator	Being prepared by Kellum Creek.
18	Develop a sign standard and design/install welcome and wayfinding signs throughout the city, \$85,000.	Communications Coordinator	Sign standards being prepared by Kellum Creek.

No.	Program/Cost/Funding Source	Responsible Party	Status
Information Technology			
19	Purchase various computer equipment and services to update the city's IT network (\$285,000).	IT Director	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. Installation ongoing.
20	Add/replace security cameras at various parks including Regional Park, Ingleside Park, and Heritage Park, replace the outdated government access channel equipment, and replace computer equipment in various offices (\$147,000).	IT Director	Ordered security cameras, Ingleside completed. Received PEP grant for cameras.
Parks & Recreation Department			
21	Install artificial turf on the 5 infields at Regional Park using Hotel/Motel Tax Funds (\$200,000) and Capital Improvement Funds (\$1,300,000).	Parks & Rec. Director / Project Manager	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. NTP issued July 21, 2025. Completion early 2026.
22	Renovate the house at Regional Park for Parks & Recreation offices using Capital Improvement Funds, \$275,000.	Parks & Rec. Director / Project Manager	Proposal from Allen & Hoshall on July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. NTP issued July 17, 2025. On Sept. 8, 2025 work session and Sept. 16 regular session for consideration. Approved to proceed with construction drawings and bidding. Bidding during November. Anticipated completion Spring 2026.
23	Improve Heritage Park including renovation of baseball field, adding walking trail, ADA compliance, and install replacement playground, \$1,175,000 using LPRF grant (50%) and city funds (50%).	Parks & Rec. Director / Project Manager	State approved construction plans. Bid deadline was July 31, 2025. On Aug.11, 2025 work session for consideration and approved on Aug. 19, 2025 regular session. NTP issued on Sept. 22, 2025. Construction has begun. Anticipated completion is Summer 2026.
24	Replace the main gate at Regional Park with an electric gate using Capital Improvement Funds, \$35,000.	Parks & Rec. Director	Gate specifications prepared, bid deadline was Sept. 9, 2025. On Oct. 13, 2025 work session for consideration and approved on Oct. 21, 2025 regular session. Completion during March 2025.
25	Complete Market Park per the master plan using Capital Improvement Funds, \$250,000 and install Level 2 EV chargers from a TVA grant.	Parks & Rec. Director / Project Manager	Kimley Horn is working on schematic designs, updated layout, priority phases, and cost estimates. Plan was reviewed by Recreation Advisory Board, Main Street, and Friendly City Festivals on Aug. 14, 2025 and Council Advisory Committee on Oct. 20, 2025. On Nov. 10, 2025 work session and Nov. 18, 2025 regular session for consideration of preparing construction documents for Phase I.

No.	Program/Cost/Funding Source	Responsible Party	Status
Parks & Recreation Department (continued)			
26	Replace the blue metal roof of the concession stand/restrooms at Regional Park using Capital Improvement Funds, \$40,000.	Parks & Rec. Director	Preparing bid specs.
27	Replace tennis/pickleball court lighting fixtures and add pedestrian lighting at Ingleside Park using Capital Improvement Funds, \$195,000.	Parks & Rec. Director / Project Manager	Obtained quotes from purchasing cooperatives to consider for the Nov. 10, 2025 regular session and Nov. 18, 2025 regular session.
28	Acquire trailer, bushhog, air compressor, paint machine, chalk machine, bases, new tables for Cook Park, pitching screens, and park signage per the city's sign design standards.	Parks & Rec. Director	All items have been delivered except for park signage.
29	Acquire a replacement slide for Ingleside Pool, \$6,000.	Parks & Rec. Director	
30	Acquire a replacement pick-up truck using Fleet Management Funds, \$40,000.	Parks & Rec. Director	
31	Perform general repairs and cleaning to the SE TN Trade & Conference Center, \$125,000.	Parks & Rec. Director	
32	Acquire floor cleaning machine and replacement tables for the SE TN Trade & Conference Center, \$12,500.	Parks & Rec. Director	
33	Obtain cost estimates/wording/location for Revolutionary War, WWI, and WWII memorials for Veterans Park.	Parks & Rec. Director	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. Memorials installed during Oct. 2025. Completed.
34	Install new park benches on Cook Drive (3), Veterans Park (7), and Ingleside Park (3), \$15,000.	Parks & Rec. Director	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. All concrete poured and 13 benches have been installed. Completed.
Police Department			
35	Acquire five new police vehicles using Fleet Management Funds, \$400,000.	Police Chief	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. 3 vehicles delivered and in service, waiting for delivery of the other 2.
36	Acquire the equipment needed for the five new police cars (\$80,000) and acquire new in-vehicle printers (\$24,000).	Police Chief	See #34 above.
37	Acquire 360-degree crime scene scanner using Drug Funds, \$18,000.	Police Chief	Completed.
38	Determine feasibility of constructing a firing range or having a contract with the local gun club's range.	Police Chief	Under consideration.

No.	Program/Cost/Funding Source	Responsible Party	Status
Public Works Department			
39	Prepare design and construction drawings to connect and pave View Street using Capital Improvement Funds, \$305,000.	Public Works Director / Project Manager	Proposal from Gresham Smith Engineers to design/prepare construction drawings on July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. NTP issued on July 18, 2025. Will bid with N. Jackson Street paving in late 2025 and completion during Spring 2026.
40	Resurface 9 city streets totaling 3.94 miles using STBG-L funds, \$999,000 and Capital Improvement Funds, \$1,068,000 for a total of \$2,067,000. • Mt. Verd Rd. from Clearwater Rd to city limits (.34) • Sharp Rd. from Velma Rd. to Railroad Ave (.21) • Tellico Ave. from Congress to Astrid St (.83) • Dennis St. from Congress to Decatur Pike (.62) • Woodward Ave. from N. Jackson St. to Ingleside Ave (1.07) • Forrest Ave. from Ingleside Ave. to Madison Ave (.29) • Guille St. from Ingleside Ave. to Eastanallee Ave (.12) • Glendale Ave. from Park St. to Cedar Springs Rd (.29) • Cedar Springs Rd. from Glendale Ave. to Elizabeth St (.17).	Public Works Director / Project Manager	City Council approved the 9 list of streets during April 2022, Gresham Smith Engineers completed final design/construction drawings and submitted to TDOT for approval. TDOT approved during June, 2025. Bid deadline was July 23, 2025, 3 bids received. On Aug. 11, 2025 work session for consideration and approved on Aug. 19, 2025 regular session. Preconstruction meeting held Sept. 12, 2025. Completion of Mt. Verd Road and Forrest Avenue Nov. 2025, remaining streets anticipated Spring 2026
41	Improve/stabilize/realign N. Jackson St. in front of City Hall using Capital Improvement Funds, \$480,000.	Public Works Director / Project Manager	Gresham Smith Engineers has conducted geotechnical analysis, prepared design plans, and construction cost estimates. Will bid with View Street paving.
42	Have Stancell Electric implement Decatur Pike corridor traffic signal retiming study using Capital Improvement Funds, \$193,000.	Public Works Director / Project Manager	Equipment purchase and installation on Sept. 8, 2025 work session for consideration and approved on Sept. 16, 2025 regular session. Equipment ordered.
43	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 / Project Manager	Design completed. Project contract received and executed by city and TDOT. On bid, bid deadline is Nov. 17, 2025.
44	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, \$2,503,000 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. Bid opening was Sept. 9, 2025, Bid approved on Sept. 16, 2025 regular session. Project must be completed by Sept. 2026. Precon meeting held Oct. 10, 2025.

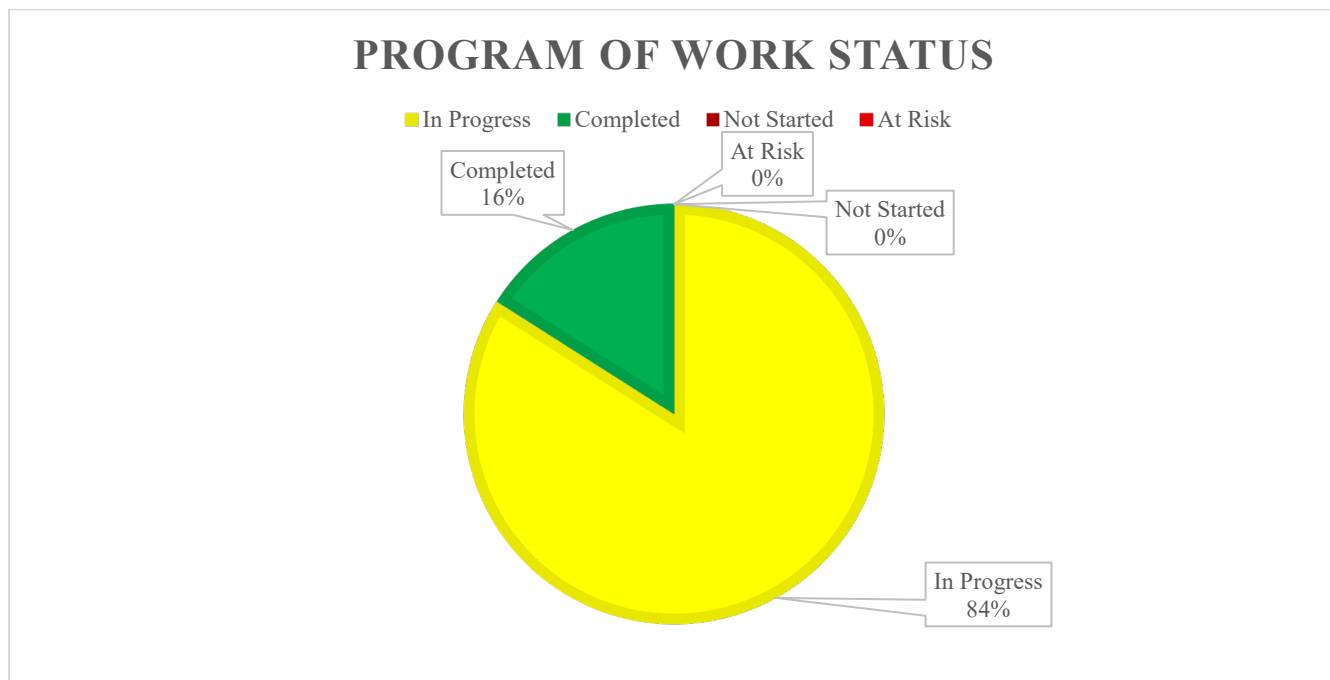
No.	Program/Cost/Funding Source	Responsible Party	Status
Public Works Department (continued)			
45	Improve intersection of Ingleside Ave. / Tellico Ave. using state Rural Safety Action grant, \$927,000.	Public Works Director / Project Manager	Waiting for TDOT to approve funding.
46	Purchase/install routing software/hardware for garbage trucks, \$44,948 over three years.	Public Works Director / Sanitation Coordinator	Council consented during Dec. 9, 2024 work session and approved during Dec. 17, 2024 regular session. Vendor is configuring software and all data being validated. Deployment during Fall 2025.
47	Purchase replacement leaf vacuum machine, \$146,000 using Fleet Management Fund.	Public Works Director	On March 10, 2025 work session for consideration and approved during March 18, 2025 regular session. Machine ordered. Waiting for delivery.
48	Acquire replacement pick-up truck using Fleet Management Funds, \$45,000,	Public Works Director	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. Truck ordered and delivered. Completed.
49	Acquire replacement flatbed truck using Fleet Management Funds, \$75,000.	Public Works Director	On July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. Truck delivered. Completed.
50	Acquire two traffic signal controllers and trailer mounted sign board for Traffic Control Division, \$33,000.	Public Works Director	Sign board has been purchased/delivered.
51	Continue the design of Green Street improvements including sidewalks, pedestrian crossings, retiming of traffic signals for pedestrian safety using TDOT MMAG grant, \$117,000 and Capital Improvement Funds, \$13,000.	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. Currently obtaining environmental clearance. Construction is expected to begin in 2026 and be completed in 2027.
52	Complete the last 2,000 feet of sidewalk construction around MCHS.	Public Works Director	Obtaining 3 construction easements and eliminating 1 obstruction.
53	Acquire a floor cleaning machine for the Animal Shelter, \$3,500.	Public Works Director	
54	Acquire replacement garbage totes, lids, and dumpsters for Sanitation, \$64,000.	Public Works Director	On Aug. 11, 2025 work session for consideration and approved on Aug. 19, 2025 regular session. Dumpsters delivered, waiting for delivery of totes and lids.
55	Survey Hammerhill Road property owners to determine feasibility of donating or selling their property for new sidewalk.	Public Works Director	Obtained list of legal property owners, prepared survey, and distributed. Survey closed on Aug. 5, 2025. 10 responses received. Results presented during Aug. 11, 2025 work session. Placing in the CIP.

No.	Program/Cost/Funding Source	Responsible Party	Status
Other Projects			
56	Develop schematic designs for the downtown area and priorities using Capital Improvement Funds, \$50,000.	Capital Projects Manager / City Manager	Proposal from Kimley Horn on July 7, 2025 work session for consideration and approved on July 15, 2025 regular session. NTP issued on July 17, 2025. Kick off meeting was Aug. 21, 2025. On-going.
57	Contribute \$35,000 to the city Board of Education for a playground at the new school complex using Capital Improvement Funds.	Finance Director	Received invoice (\$34,819.50) from City Board of Education and paid. Completed.
58	Demolish North City School using Capital Improvement Funds, \$360,000.	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. Approved E. Luke Green to demolish. Project start date was July 14, 2025 and completion by Fall 2025.
59	Complete Mt. Verd Industrial Park improvements using city, county, and ARC funds, \$1,900,000.	EDA Director	Bid opening was Aug. 14 2025. On Sept 8, 2025 work session for consideration and approved on Sept. 16, 2025 regular session. EDA Director gave an update on July 7, 2025. Precon meeting held Oct. 7, 2025, NTP issued Nov. 3, 2025. Anticipated completion is Spring 2026.
60	Acquire the 2.93-acre property for the entrance to the Redfern Industrial Park as authorized by Resolution 2022-31 using Capital Improvement Funds. Road design and construction drawings, bid out, and build will be in next budget year.	Public Works Director / Project Manager	City Attorney acquired property. Completed.
61	Sell the 1.08-acre Parker Property located on Decatur Pike, \$275,000 minimum bid.	Purchasing Assistant	Bid deadline was July 22, 2025. No bids received. On Aug. 11, 2025 work session and Aug. 19, 2025 regular session for further discussion. Approved to rezone property from B-3 to R-2 and re-market. Property has been rezoned and repairs made. Obtaining new residential appraisal. Re-advertise for sale during Nov. 2025.

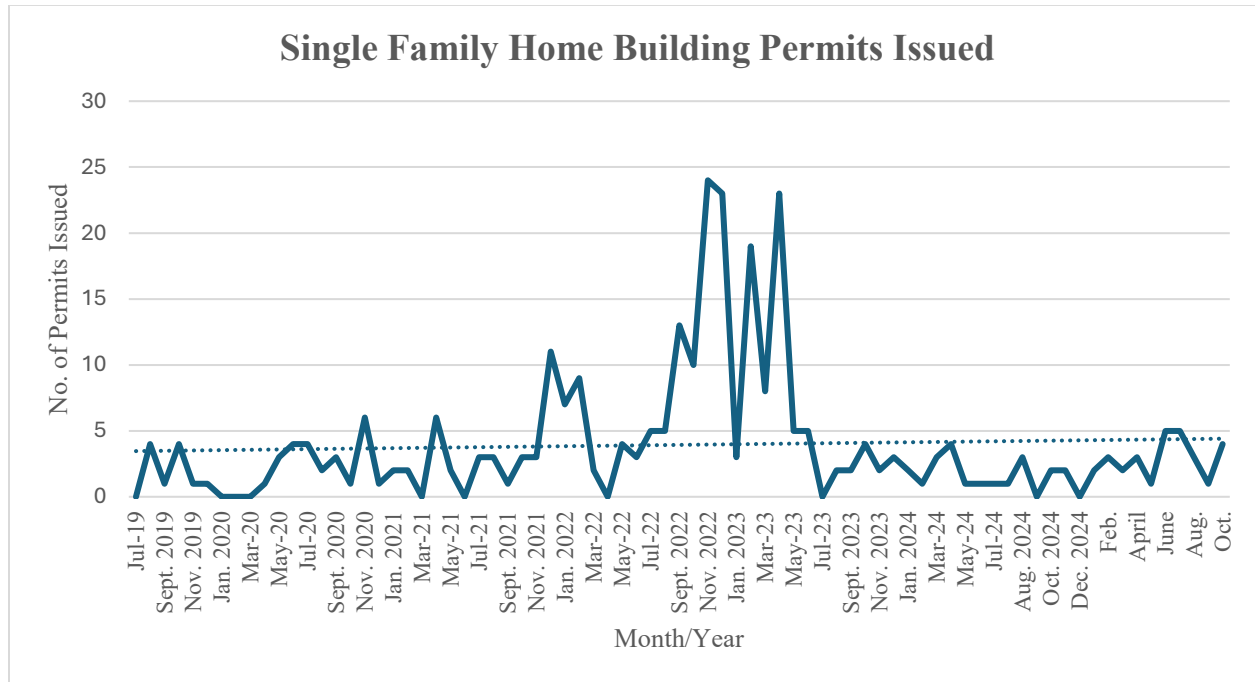
No.	Program/Cost/Funding Source	Responsible Party	Status
Other Projects (continued)			
62	Acquire downtown property for Market Park expansion.	City Manager	Council approved acquisition during Aug. 19, 2025 regular session, obtained appraisal and Phase I environmental assessment. Found environmental issues.

Key

Status	No. of Projects/Total Projects	Percentage
In Progress	52/62	84%
Completed	10/62	16%
Not Started	0/62	0%
At Risk	0/62	0%



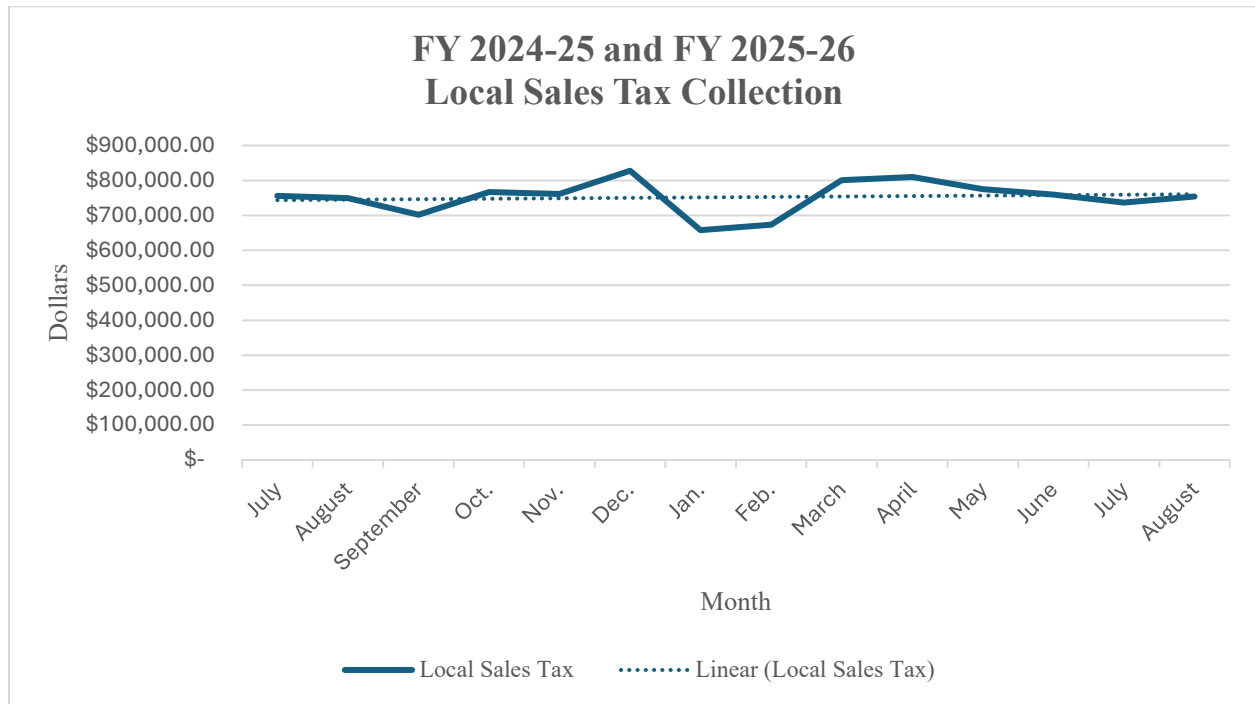
SINGLE FAMILY HOME BUILDING PERMITS ISSUED



Month	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
July	0	4	2	5	0	1	5
Aug.	4	2	3	5	2	3	3
Sept.	1	3	1	13	2	0	1
Oct.	4	1	3	10	4	2	4
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	3	
May	3	2	4	4	1	1	
June	4	0	3	5	1	5	
Total	19	29	48	142	25	24	13

Source: Community Development Dept.

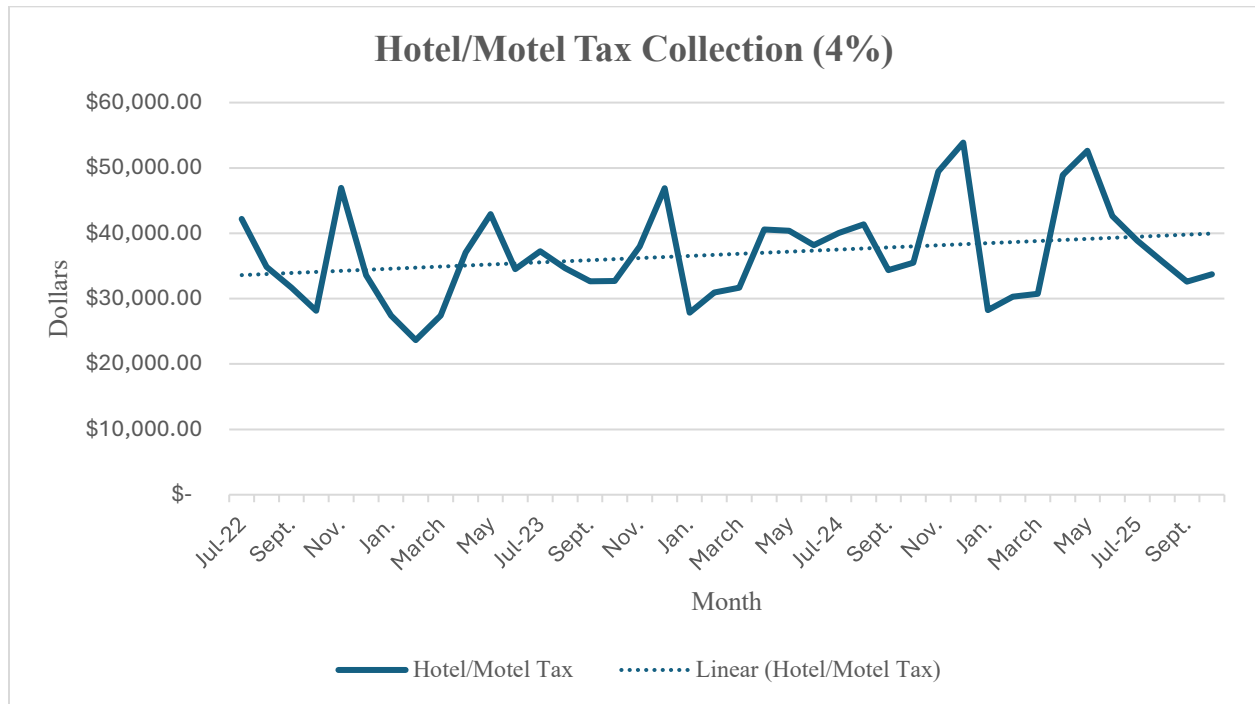
LOCAL SALES TAX COLLECTION



Month	FY 2024-25	Percentage Change from Previous Month	FY 2025-26	Percentage Change from Previous Month/Year
July	755,777		736,800	(2.97%) / (2.5%)
August	749,676	(0.81%)	754,105	2.35% / 0.6%
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	800,607	18.9%		
April	809,852	1.2%		
May	774,784	(4.3)		
June	759,317	(2.0%)		
Total Collected	\$9,038,787		1,490,905	
Budgeted	\$8,800,000		\$9,200,000	
% Collected	102.7%		16.2%	
Avg. Per Month	\$753,232		745,453	

Source: Tennessee Dept. of Revenue

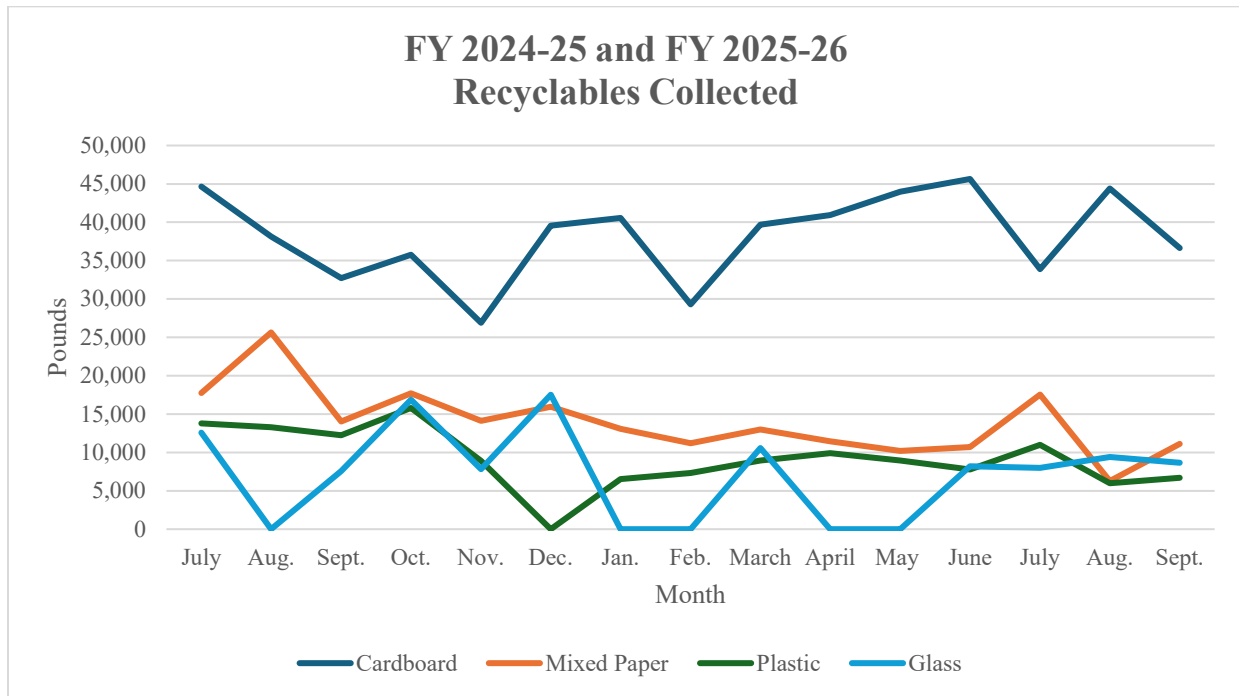
HOTEL/MOTEL TAX COLLECTION



Month	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
July	\$42,213	\$37,261	\$40,027	\$38,892
August	34,852	34,639	41,377	35,665
Sept.	31,695	32,663	34,385	32,589
Oct.	28,144	32,705	35,469	33,737
Nov.	46,946	37,985	49,470	
Dec.	33,579	46,923	53,880	
Jan.	27,417	27,836	28,248	
Feb.	23,656	30,932	30,317	
March	27,421	31,681	30,751	
April	37,083	40,571	48,902	
May	42,955	40,408	52,623	
June	34,490	38,176	42,622	
Annual Total	\$410,451	\$431,780	\$488,071	\$140,883
Avg. Per Month	\$34,204	\$35,982	\$40,673	\$35,221

Source: Athens Finance Department

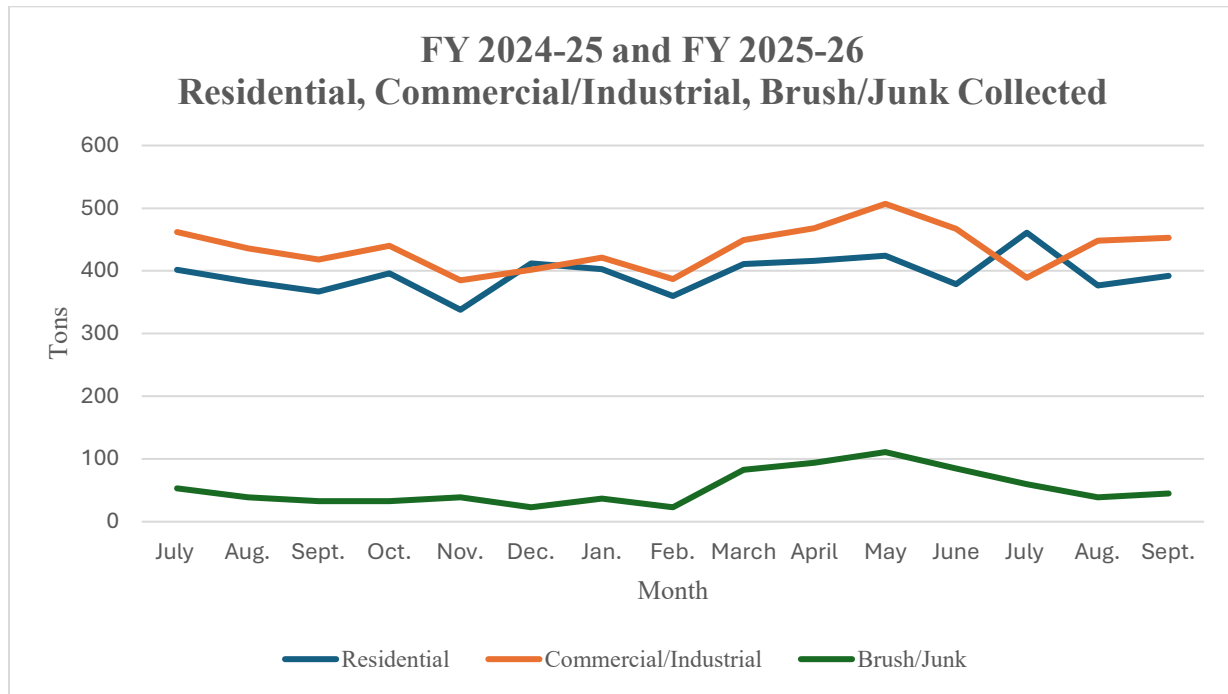
RECYCLABLES COLLECTED



	FY 2024-25				FY 2025-26			
Month	Cardboard	Mixed Paper	Plastic	Glass	Cardboard	Mixed Paper	Plastic	Glass
July	44,660	17,740	13,800	12,560	33,900	17,560	11,000	7,980
August	38,160	25,640	13,280	0	44,380	6,280	6,000	9,420
Sept.	32,740	14,040	12,260	7,560	36,640	11,120	6,680	8,660
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	40,920	11,440	9,900	0				
May	43,960	10,200	8,960	0				
June	45,640	10,700	7,780	8,200				
Total Pounds Collected	413,890	164,580	104,560	81,120	114,920	34,960	23,680	26,060
Avg. Pounds Per Month	34,491	13,715	8,713	6,760	38,307	11,653	7,893	8,687

Source: Public Works Dept.

SANITATION COLLECTED



	FY 2024-25			FY 2025-26		
Month	Residential	Commercial/ Industrial	Brush/ Junk	Residential	Commercial/ Industrial	Brush/ Junk
July	402	462	53	461	389	60
August	383	436	39	377	448	39
Sept.	367	418	33	392	453	45
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	416	468	94			
May	424	507	111			
June	379	467	85			
Total Tons Collected	4,691	5,242	653	1,230	1,290	144
Avg. Tons Per Month	391	437	54	410	430	48

Source: Public Works Dept.