



ATHENS CITY COUNCIL WORK SESSION

Monday, August 10, 2026, 5:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. COMMUNICATIONS AND SPECIAL PRESENTATIONS

- A. Statewide Organization for Community eMpowerment (SOCM)
- B. Council Advisory Committee – July 20, 2026, meeting review
- C. Fire Department – Update on retrogression of public protection classification
- D. Public Works – Update on FY 2026-27 paving projects

V. DISCUSSION

- 1-4 A. Resolution 2026-20, A Resolution of the City Council of the City of Athens, Tennessee, Designating City-Owned Property Located at 1601 Palos Street, Identified as Tax Parcel 056C A 054.00, as a Public Park, Providing for Its Incorporation into the City's Parks and Recreation Master Plan, Providing for Potential Future Park Improvements, and Establishing a Public Input Process for Naming the Park.
- 5-6 B. Resolution 2026-21, A Resolution Authorizing the City of Athens, Tennessee, to Participate in the 2026-2027 Property Conservation Matching Grant Program through Public Entity Partners.
- 7-8 C. Resolution 2026-22, A Resolution Authorizing the City of Athens, Tennessee, to Apply for Norfolk Southern's Safety First Grant for the 2026 Program Year
- 9-10 D. Resolution 2026-23, A Resolution Authorizing the City of Athens, Tennessee, to Apply for the Tennessee Department of Tourist Development FY27 Tourism Enhancement Grant and to Provide the Required Local Match.
- 11-13 E. Authorization for an update to the employee pay scale to include a new position and a position title change for the Information Technology Department.
- 14-15 F. Proposed Revisions to the Employee Handbook.

- 16-17 G. Authorization to purchase a CAT 275 skid steer under Statewide Contract SWC-225 for \$115,458.50 from the fleet fund, declare asset #4316 surplus, and list for sale on GovDeals.
- 18-29 H. Authorization to purchase a skid-steer mounted asphalt mini-paver system for \$69,315 from the capital improvement fund using a sole-source contract.
- 30-33 I. Amendment No. 2 to Gresham Smith Agreement – STBG-L Paving Project
- 34-42 J. Consideration of the Sale of City-Owned Property Surrounding the Former North City School.
- 43-45 K. Second Reading and Public Hearing for Ordinance 1159 to amend Title 1, Chapter 1-II of the Athens City Code by Adding Section 1-46 Establishing Compensation for the Mayor and Councilmembers Pursuant to Article V, Section 4 of the Charter of the City of Athens, Tennessee.
- 46-48 L. Second Reading and Public Hearing for Ordinance 1160 to Amend The Zoning Ordinance of the City of Athens, Tennessee, so as to Amend the Official Zoning Map to Rezone the Property Located off Spruce Street from I-1 (Light Industrial District) to R-2 (Medium Density Residential).
- M. Councilmember Items
- 49-50 1. Mayor Eaton
i. New T.C.A. § 8-44-112 language regarding citizens comments

VI. NEW BUSINESS

VII. BOARDS & COMMITTEES

- A. Board of Adjustments & Appeals – 1 Vacancy (alternate)
- B. Historic Preservation Commission – 1 Vacancy
(an architect, if available, pursuant to MZO 3.04.14(B))

VIII. ADJOURNMENT



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: August 10, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Resolution 2026-20

Overview

Resolution 2026-20 would designate the City-owned property at 1601 Palos Street, identified as Tax Parcel 056C A 054.00, as a public park for recreational use. The resolution would also include the property for evaluation in future updates to the City of Athens Parks and Recreation Master Plan.

With the addition of this property, the City of Athens will maintain 13 public parks serving approximately 15,000 residents within approximately 15.5 square miles. The addition of another park increases the City's long-term responsibility for maintenance, planning, and future capital needs. Incorporating the property into the Parks and Recreation Master Plan will allow the City to evaluate this site within the context of the entire park system and establish appropriate priorities for potential future improvements and investment.

The park will remain unnamed until City Council approves an official name that will be based on public input.

Financial Impact

No immediate financial impact. The resolution does not authorize a construction project, contract, purchase, appropriation, or expenditure. Any potential future park improvements or related costs would require separate approval and appropriation by City Council.

Request

Approve Resolution No. 2026-20 designating the property at 1601 Palos Street as a public park, including it for consideration in the Parks and Recreation Master Plan, and authorizing a public input process for naming the park.

RESOLUTION NO. 2026-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TENNESSEE, DESIGNATING CITY-OWNED PROPERTY LOCATED AT 1601 PALOS STREET, IDENTIFIED AS TAX PARCEL 056C A 054.00, AS A PUBLIC PARK, PROVIDING FOR ITS INCORPORATION INTO THE CITY’S PARKS AND RECREATION MASTER PLAN, PROVIDING FOR POTENTIAL FUTURE PARK IMPROVEMENTS, AND ESTABLISHING A PUBLIC INPUT PROCESS FOR NAMING THE PARK

WHEREAS, the City of Athens owns certain real property located at 1601 Palos Street, Athens, Tennessee, identified by the McMinn County Property Assessor as Tax Parcel 056C A 054.00; and

WHEREAS, the City Council has determined that the property is suitable for use as a public park and community recreational space; and

WHEREAS, the City Council desires to preserve the property primarily for public recreational, open-space, leisure, and community use; and

WHEREAS, the City Council recognizes that the property may be planned, developed, and improved in the future through the addition of recreational amenities, landscaping, pedestrian facilities, seating, signage, lighting, parking, or other park-related improvements; and

WHEREAS, the City Council further desires that the property be incorporated into the City of Athens Parks and Recreation Master Plan so that its potential future improvements, maintenance needs, and recreational uses may be evaluated as part of the City’s long-range parks planning process; and

WHEREAS, the City Council desires to provide citizens with an opportunity to submit proposed names and comments regarding the future name of the park; and

WHEREAS, the City Council finds that public participation in the naming process will encourage community involvement and assist the Council in selecting a name that reflects the history, location, character, or intended use of the property.

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

SECTION 1. PARK DESIGNATION.

The City-owned property located at 1601 Palos Street, Athens, Tennessee, identified as Tax Parcel 056C A 054.00, is hereby designated as a public park for recreational, open-space, leisure, and related community purposes.

The property shall be administered in accordance with applicable City ordinances, policies, park rules, posted hours, safety requirements, and any restrictions established for maintenance, construction, emergencies, special events, or public safety.

SECTION 2. MASTER PLAN AND POTENTIAL FUTURE IMPROVEMENTS.

The property shall be included for evaluation and consideration in potential future updates or amendments to the City of Athens Parks and Recreation Master Plan.

Nothing in this Resolution authorizes any specific construction project, contract, purchase, appropriation, or expenditure of funds. Any potential future improvement shall remain subject to applicable City approval and appropriation requirements.

SECTION 3. NAMING OF THE PARK.

The park shall remain unnamed until a name is approved by the City Council.

The City Manager, or the City Manager’s designee, is authorized to establish a reasonable public input process through which citizens may submit proposed names and comments. Proposed names may be reviewed for appropriateness, duplication, historical accuracy, and consistency with City policies before being presented to the City Council.

RESOLUTION NO. 2026-20

All submissions shall be advisory. The City Council shall retain final authority to select, modify, or approve the official name of the park at a duly noticed public meeting.

SECTION 4. EFFECTIVE DATE.

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

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **18th** day of **August, 2026**.

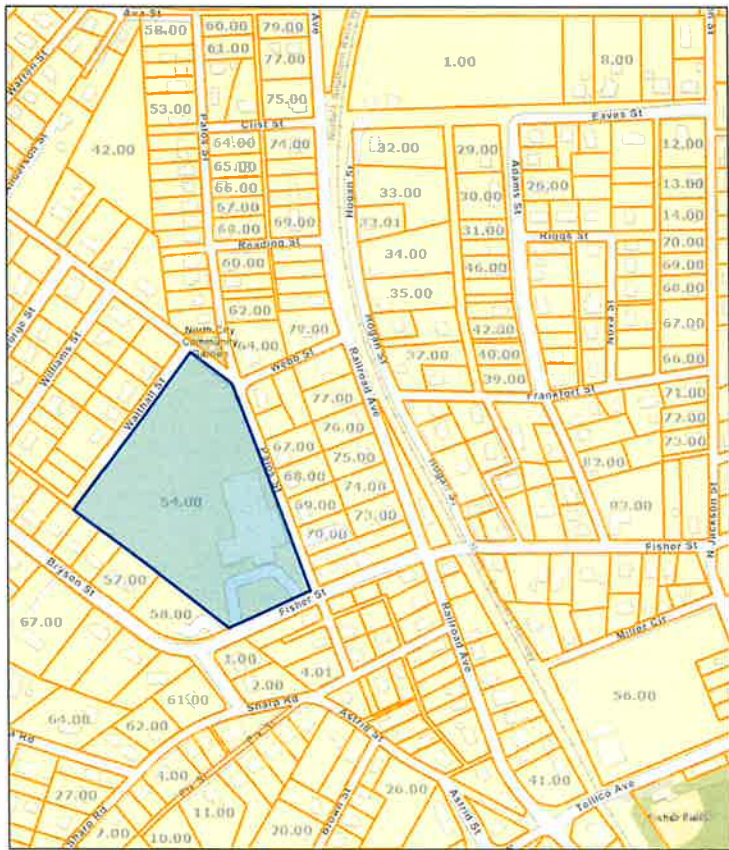
ATTEST: _____
Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

McMinn County - Parcel: 056C A 054.00



Date: July 23, 2026

County: MCMINN
Owner: ATHENS CITY OF
Address: PALOS ST-1601
Parcel ID: 056C A 054.00
Deeded Acreage: 7.92
Calculated Acreage: 0

1:4,514
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA). Data Contributors: Esri, DeLorme, Garmin, Intergraph, GeoEye, GeoEye Inc., USGS, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS.
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



CITY MANAGER’S OFFICE

MEMORANDUM

TO: City Council
DATE: August 10, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Resolution No. 2026-21

Overview

The City is eligible to apply for a Public Entity Partners Property Conservation Matching Grant to assist with costs associated with an Information Technology security camera project.

If awarded, the grant will provide up to \$4,000 toward the cost of the already budgeted project.

Financial Impact

No additional appropriation is required. The project is already funded through the General Fund – Information Technology Department.

Request

Approve Resolution No. 2026-21, authorizing the City of Athens to apply for the Public Entity Partners Property Conservation Matching Grant and provide the required matching funds.

RESOLUTION NO. 2026-21

A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE TO PARTICIPATE IN THE 2026-2027 PROPERTY CONSERVATION MATCHING GRANT PROGRAM THROUGH PUBLIC ENTITY PARTNERS.

WHEREAS, the citizens of the City of Athens have entrusted this administration with the care and custody of city-owned property; and

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the Property Conservation Matching Grant; and

WHEREAS, the City of Athens now seeks to participate in this important program.

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

SECTION 1.

The City of Athens is hereby authorized to apply for the **Property Conservation Matching Grant** through Public Entity Partners.

SECTION 2.

That the City of Athens is further authorized to provide a matching sum for any monies provided by this grant.

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **18th** day of **August, 2026**.

ATTEST:

Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

815 North Jackson Street
Athens, Tennessee 37303
www.cityofathenstn.com

423-744-2730
Fax 423-744-8868
police@cityofathenstn.com



Fred Schultz
Chief of Police

City of Athens

The Police Department would like to apply for the Norfolk Southern Safety First Grant. The grant program is designed to promote overall community safety across Norfolk Southern's multi state network, and is intended to support the organizations that directly provide safety services or operate programs that promote safe behavior.

The police department plans to use this grant to purchase shields and tactical equipment for our SWAT team and Patrol supervisors. This equipment would allow the department to replace outdated and non-existing equipment.

Law enforcement officers routinely encounter situations that present significant risks to both public safety and officer safety, including armed barricades, active threats, high-risk warrant service, and incidents involving violent individuals. Tactical equipment and ballistic shields provide critical protection that enables officers to respond more effectively while reducing the likelihood of serious injury or loss of life. These tools allow officers to safely approach hazardous situations, protect innocent civilians, and create opportunities to resolve incidents through de-escalation whenever possible. By providing a mobile barrier against ballistic threats, shields can give officers valuable time and cover to communicate with suspects, evacuate victims, and coordinate a measured response.

Investing in modern tactical equipment and ballistic shields also demonstrates a commitment to preparedness, risk management, and responsible public safety operations. Properly equipped officers are better positioned to respond to rapidly evolving critical incidents while minimizing unnecessary exposure to danger. This equipment supports specialized operations as well as patrol officers who may be the first to arrive at high-risk scenes before specialized units are available. Ensuring that personnel have access to appropriate protective equipment enhances operational effectiveness, improves officer confidence, and helps the department fulfill its mission of safeguarding the community while prioritizing the safety of officers and the public.

The grant applications are currently being accepted and will be through September 1, 2026. The grant is a 100% reimbursable grant for the specific project submitted with the max amount awarded being \$15,000. The department intends to seek the full \$15,000.

RESOLUTION NO. 2026-22

A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE, TO APPLY FOR NORFOLK SOUTHERN'S SAFETY FIRST GRANT FOR THE 2026 PROGRAM YEAR

WHEREAS, Norfolk Southern Railway Company has established the Safety First Grant program to promote overall community safety across its multi-state network by providing financial assistance to governmental and nonprofit entities that support public safety initiatives; and

WHEREAS, the City of Athens, through its Police Department, seeks to enhance officer and public safety by acquiring ballistic shields and tactical equipment for its SWAT team and Patrol Supervisors to replace outdated and non-existing equipment; and

WHEREAS, law enforcement officers routinely encounter high-risk incidents, including armed barricades, active threats, high-risk warrant service, and violent individuals, and such equipment provides critical protection that allows officers to respond more effectively while reducing the likelihood of serious injury or loss of life; and

WHEREAS, ballistic shields and modern tactical equipment provide officers with valuable protection while evacuating civilians, communicating with suspects, and resolving incidents through measured responses and de-escalation whenever possible; and

WHEREAS, the Police Department seeks grant funding in the amount of up to \$15,000 to purchase this equipment, and the Safety First Grant is a 100% reimbursable grant if awarded; and

WHEREAS, the City of Athens meets all eligibility requirements as a municipal government entity located within Norfolk Southern's operating network, and timely submission of the grant application is necessary.

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

That the City of Athens, Tennessee, is hereby authorized to apply for the Norfolk Southern Safety First Grant for the 2026 program year.

BE IT FURTHER RESOLVED that the Mayor, City Manager, or their designee is authorized to execute and submit the grant application and any necessary documents to Norfolk Southern Railway Company and take all other actions necessary to complete the application process.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption, the public welfare requiring it.

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the 18th day of August, 2026.

ATTEST: _____
Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: August 10, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Resolution No. 2026-23

Overview

Resolution No. 2026-23 authorizes the City of Athens to apply for the Tennessee Department of Tourist Development FY27 Tourism Enhancement Grant for Regional Park ball field improvements, specifically dugout covers and spectator shade structures.

The City may request up to \$100,000 through the grant program. McMinn County is designated as a Tier 3 county, making the City eligible for a 90% grant / 10% local match.

Financial Impact

The Regional Park ball field improvement project is included in the FY27 Hotel/Motel Fund, which will provide funding for the required local match; therefore, no additional appropriation is required.

Request

Approval of Resolution No. 2026-23

RESOLUTION NO. 2026-23

A RESOLUTION AUTHORIZING THE CITY OF ATHENS, TENNESSEE, TO APPLY FOR THE TENNESSEE DEPARTMENT OF TOURIST DEVELOPMENT FY27 TOURISM ENHANCEMENT GRANT AND TO PROVIDE THE REQUIRED LOCAL MATCH.

WHEREAS, the Tennessee Department of Tourist Development administers the Tourism Enhancement Grant Program to support eligible tourism development projects that create or expand public attractions, facilities, or events, improve the appeal of destinations to tourists, and enhance visitor experiences; and

WHEREAS, the City of Athens is an eligible local governmental entity and desires to seek funding through the FY27 Tourism Enhancement Grant Program for an eligible tourism development project within the City of Athens; and

WHEREAS, the Tennessee Jobs Tax Credit Enhancement Counties Incentive Tiers map, updated July 1, 2026, designates McMinn County as a Tier 3 county, and under the FY27 Tourism Enhancement Grant Program a Tier 3 county is eligible for a 90/10 grant-to-local match; and

WHEREAS, no other state or federal funds or in-kind contributions may be used to satisfy the required match; and

WHEREAS, the grant application is due August 28, 2026, and the grant program requires approval of any matching-fund commitment by the applicable legislative body prior to the application deadline; and

WHEREAS, the City Council finds that pursuing this grant opportunity is in the best interest of the City and supports efforts to strengthen tourism, enhance visitor experiences, and increase the economic impact of tourism in Athens and McMinn County.

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

SECTION 1. The City of Athens is hereby authorized to apply to the Tennessee Department of Tourist Development for funding through the FY27 Tourism Enhancement Grant Program in an amount not to exceed \$100,000.

SECTION 2. The City Council hereby authorizes and commits the required local matching funds for the grant application, in an amount determined by the applicable county tier designation and the final grant amount requested, subject to the grant program requirements and the City's adopted budget and applicable financial policies.

SECTION 3. The Mayor, City Manager, or their designee is authorized to prepare, execute, and submit the grant application and all certifications, assurances, agreements, and other documents necessary to complete the application process and, if awarded, to accept and administer the grant in accordance with applicable grant requirements, City policies, and state law.

SECTION 4. This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **18th** day of **August, 2026**.

ATTEST: _____
Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney



HUMAN RESOURCES MEMORANDUM

TO: Bridget Roberts, Interim City Manager

FROM: Nina Edmonds, HR Director

CC: Steven Croft, IT Director

DATE: 7/15/2026

SUBJECT: Pay scale-addition and title change for IT

We have two requests for the modification of the pay scale for 2026-2027, based on the budget approval for the addition of the IT Technical Support Specialist II position.

Based on the recommendation of the compensation analyst, our first request is that the IT Technical Support Specialist II position be added to the pay scale at Pay Class 9 (see updated pay scale). This recommendation is based on a comprehensive review of the position's essential functions, required knowledge, skills, and abilities (KSAs), and minimum qualifications, as well as comparisons to similar positions and prevailing market conditions. The recommended classification ensures internal equity and supports the organization's efforts to remain competitive in attracting and retaining qualified talent.

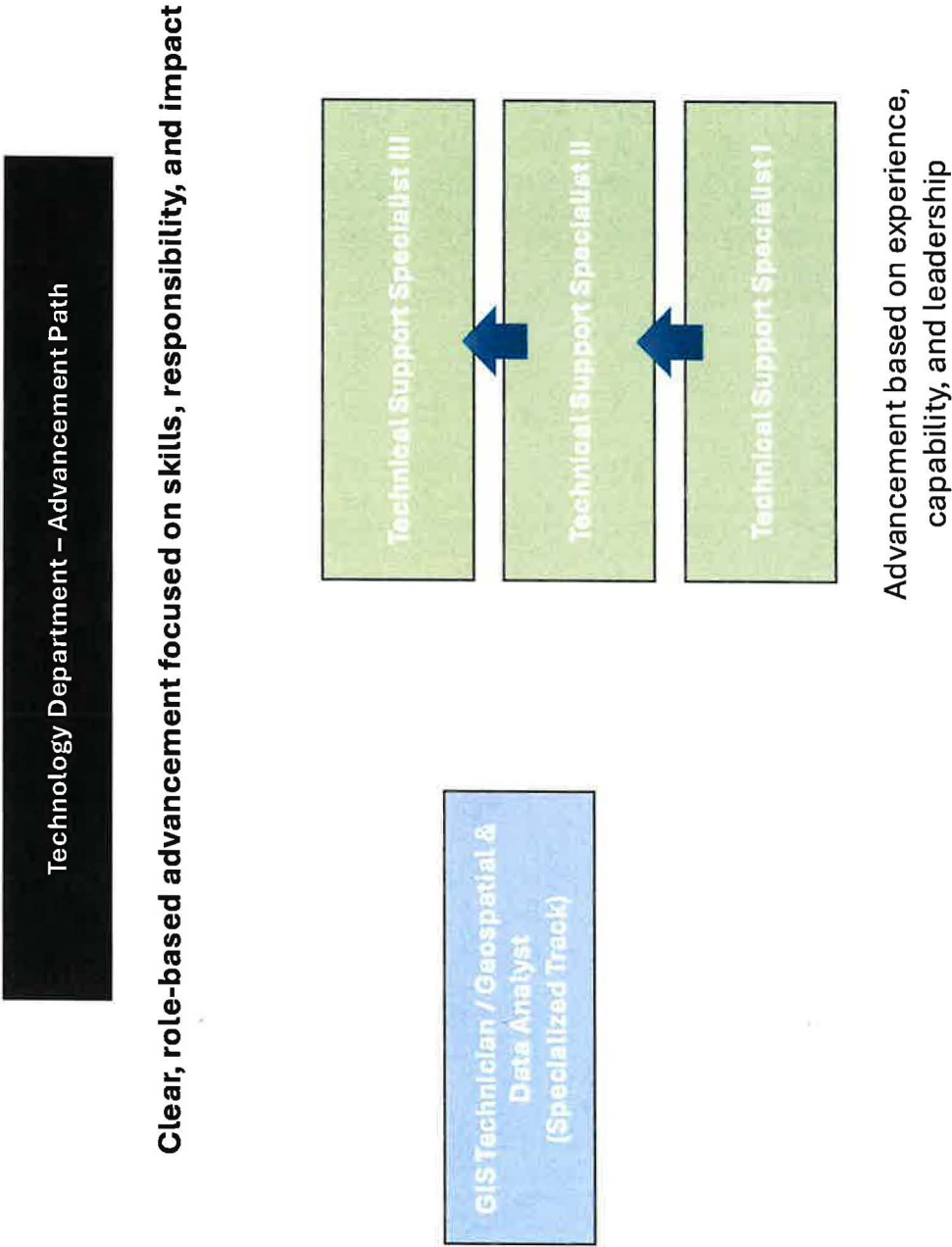
Second, we are requesting a title change for the GIS Technician position. The IT Director is proposing that the position be retitled as IT Technical Support Specialist I. This change will not affect the position's essential functions, required knowledge, skills, and abilities (KSAs), or minimum qualifications. Rather, the proposed title better aligns with the department's organizational structure and supports the IT Director's strategic vision for future departmental growth and development (see attached department plan). The updated title will also promote greater consistency in job classifications within the department while accurately reflecting the role's responsibilities.

We believe the proposed pay classification for the IT Technical Support Specialist II and the title change for the GIS Technician position are appropriate and well-supported based on the position analyses, market considerations, and the department's strategic objectives. These changes will help ensure equitable compensation practices, enhance organizational consistency, and support the IT Department's long-term workforce planning efforts.

CLASS	TITLE	MIN	HRLY	MAX	HRLY	EXEMPT
4	ANIMAL SHELTER TECHNICIAN	34,511.00	16.592	51,766.00	24.888	No
4	PARK ASSISTANT	34,511.00	16.592	51,766.00	24.888	No
4	LIGHT EQUIP. OPERATOR	34,511.00	16.592	51,766.00	24.888	No
4	TRAFFIC MNT. WORKER	34,511.00	16.592	51,766.00	24.888	No
4	MOWER OPERATOR	34,511.00	16.592	51,766.00	24.888	No
5	MECHANIC	38,653.00	18.583	56,842.00	27.328	No
5	ACCOUNT CLERK	38,653.00	18.583	56,842.00	27.328	No
5	RECORD CLERK/POLICE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./POLICE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./FIRE	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./PUBLIC WORKS	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./PARKS REC	38,653.00	18.583	56,842.00	27.328	No
5	ADMIN. ASST./COMM. DEV.	38,653.00	18.583	56,842.00	27.328	No
5	PURCHASING SPECIALIST	38,653.00	18.583	56,842.00	27.328	No
5	PARK MNT. TECHNICIAN	38,653.00	18.583	56,842.00	27.328	No
5	ASST. REC. PROG. COORD	38,653.00	18.583	56,842.00	27.328	No
5	ANIMAL CONTROL OFFICER	38,653.00	18.583	56,842.00	27.328	No
5	ANIMAL SHELTER MANAGER	38,653.00	18.583	56,842.00	27.328	No
5f-t	FIREFIGHTER TRAINEE	38,663.00	13.769			No
5f	FIREFIGHTER	42,765.00	15.230	62,889.00	22.396	No
6	HEAVY EQUIP. OPERATOR	43,291.00	20.813	63,663.00	30.607	No
6	CODES ENF. OFFICER	43,291.00	20.813	63,663.00	30.607	No
6	HUMAN RESOURCE ASSIST.	43,291.00	20.813	63,663.00	30.607	No
6	EXECUTIVE ASSISTANT	43,291.00	20.813	63,663.00	30.607	No
6p-t	PATROL OFFICER TRAINEE	43,160.00	20.750			No
6p	EXECUTIVE OFFICER	46,800.00	22.500	63,663.00	30.607	No
6p	PATROL OFFICER	46,800.00	22.500	63,663.00	30.607	No
7	TRAFFIC/ST. CLEAN FOREMAN	48,486.00	23.311	71,302.00	34.280	No
7	ST. FOREMAN (MTN & CONST)	48,486.00	23.311	71,302.00	34.280	No
7	SANITATION COORDINATOR	48,486.00	23.311	71,302.00	34.280	No
7	PLANNER	48,486.00	23.311	71,302.00	34.280	No
7	PURCHASING ASSISTANT	48,486.00	23.311	71,302.00	34.280	No
7	ACCOUNTING ASSISTANT	48,486.00	23.311	71,302.00	34.280	No
7	IT TECHNICAL SUPPORT SPECIALIST I	48,486.00	23.311	71,302.00	34.280	No
7	PARK MNT. FOREMAN	48,486.00	23.311	71,302.00	34.280	No
7	COMMUNICATIONS COORD.	48,486.00	23.311	71,302.00	34.280	No
7	SENIOR MECHANIC	48,486.00	23.311	71,302.00	34.280	No
7f	FIRE ENGINEER	48,486.00	17.267	71,302.00	25.392	No
7p	DETECTIVE	48,486.00	23.311	71,302.00	34.280	No
7p	PATROL CORPORAL	48,486.00	23.311	71,302.00	34.280	No
8	BUILDING INSPECTOR	54,305.00	26.108	79,860.00	38.394	No
8f	FIRE CAPTAIN	54,305.00	19.339	79,860.00	28.440	No
8p	PATROL SERGEANT	54,305.00	26.108	79,860.00	38.394	No
8p	DETECTIVE SERGEANT	54,305.00	26.108	79,860.00	38.394	No
9	FLEET MNT. FOREMAN	60,821.00	29.241	89,443.00	43.001	No
9	RECREATION PROG. COORD	60,821.00	29.241	89,443.00	43.001	No
9	BUILDING OFFICIAL	60,821.00	29.241	89,443.00	43.001	No
9	OPERATIONS MANAGER	60,821.00	29.241	89,443.00	43.001	Yes
9	IT TECHNICAL SUPPORT SPECIALIST II	60,821.00	29.241	89,443.00	43.001	No
9	STREET SUPERINTENDENT	60,821.00	29.241	89,443.00	43.001	Yes
9f	BATTALION CHIEF	60,821.00	21.660	89,443.00	31.853	No
9f	FIRE MARSHAL	60,821.00	29.241	89,443.00	43.001	Yes
9p	PATROL LIEUTENANT	60,821.00	29.241	89,443.00	43.001	Yes
9p	SPECIAL SVCS. LIEUTENANT	60,821.00	29.241	89,443.00	43.001	Yes
9p	DETECTIVE CAPTAIN	60,821.00	29.241	89,443.00	43.001	Yes
10	TECHNOLOGY MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	ASST. TO THE CITY MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	PROJECT MANAGER	68,119.00	32.750	100,176.00	48.162	Yes
10	DIR. PURCHASING/RISK MGT.	68,119.00	32.750	100,176.00	48.162	Yes
10	DEPUTY POLICE CHIEF	68,119.00	32.750	100,176.00	48.162	Yes
10	DEPUTY FIRE CHIEF	68,119.00	32.750	100,176.00	48.162	Yes
11	IT DIRECTOR	76,294.00	36.680	112,197.000	53.941	Yes
11	HUMAN RESOURCE DIR.	76,294.00	36.680	112,197.000	53.941	Yes
11	PUBLIC WORKS DIRECTOR	76,294.00	36.680	112,197.000	53.941	Yes
11	DIR. PARKS & RECREATION	76,294.00	36.680	112,197.000	53.941	Yes
11	DIR. COMMUNITY DEV.	76,294.00	36.680	112,197.000	53.941	Yes
12	FIRE CHIEF	85,449.00	41.081	125,660.00	60.413	Yes
12	POLICE CHIEF	85,449.00	41.081	125,660.00	60.413	Yes
12	FINANCE DIRECTOR	85,449.00	41.081	125,660.00	60.413	Yes
13	ASSISTANT CITY MANAGER					Yes
15	CITY MANAGER	120,051.00	57.717	176,546.00	84.878	Yes

formerly GIS Technician

new position







HUMAN RESOURCES MEMORANDUM

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

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

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

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

Summary of Revisions to Employee Handbook 2026

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



PUBLIC WORKS

MEMORANDUM

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

FROM: Ben Burchfield, Public Works Director

DATE: August 6, 2026

SUBJECT: Asset #4316 CAT 232D Replacement

The Public Works Department is requesting Council approval for purchase of a replacement skid steer for the street maintenance division. Asset #4316 is scheduled for replacement in 2031; however, the demands of street maintenance operations have increased in addition to procuring new paving equipment to improve operations which requires a larger hi-flow unit.

The Department recommends replacement via purchase of a CAT 275 skid steer under Statewide Contract SWC-225 for \$115,458.50 from the fleet fund. This price includes delivery of equipment to the Public Works facility. The equipment is currently on the Stowers lot in Knoxville.

After receipt of the equipment, inspection, and addition to the City's insurance coverage, asset #4316 is to be listed as surplus and sold on GovDeals.



Jake Thomas
(423) 506-7699 | jthomas@stowerscat.com
Stowers Machinery Corporation
10644 Lexington Dr, Knoxville, TN 37932
www.stowerscat.com

Date	Proposal ID
07/07/2026	#00038671

Prepared For
City Of Athens Finance Dept 815 N Jackson St Athens, TN 37303

Machine Configuration

NEW NEXT GEN 275	111HP
CAB WITH AC	HIGH FLOW HIGH PRESSURE
HD1 GUARDING PACKAGE	ADVANCED TOUCHSCREEN MONITOR
ADVANCED JOYSTICKS	360 CAMERAS
360 WORKING LIGHTS	PUSH START
HEATED/ VENTILATED SEAT	INTEGRATED RADIO
HYDRAULIC QUICK COUPLER	TENNESSEE STATE CONTRACT SWC225 CONTRACT #:
	0000000000000000000072872

Description	List Price	Disc %	Disc \$	Amount
275	\$135,400.00	26.50%	-\$35,881.00	\$99,519.00
86" INDUSTRIAL SMOOTH GRAPPLE BUCKET	\$8,875.00	10.00%	-\$887.50	\$7,987.50
COUNTERWEIGHT	-	-	-	\$2,947.00
FREIGHT AND PREP	-	-	-	\$950.00
STATE CONTRACT VOLUME DISCOUNT	-	-	-	-\$125.00
275 MTL/CTL 84 MONTH / 3000 HOUR GOVERNMENT PREMIER WARRANTY	-	-	-	\$4,180.00
Machine Subtotal:				\$115,458.50
Estimated Tax:				\$0.00
Total:				\$115,458.50
<i>Plus applicable fees*</i>				

EAST KNOXVILLE 865.546.1414	WEST KNOXVILLE 865.218.8800	CHATTANOOGA 423.698.6943	CROSSVILLE 931.456.6543	SEVIERVILLE 865.595.3750	TRI-CITIES 423.323.0400
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@STOWERSCAT
 @STOWERSCAT
 @STOWERS_MACHINERY
 STOWERS MACHINERY CORPORATION
 STOWERSCAT.COM



PUBLIC WORKS

MEMORANDUM

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

FROM: Ben Burchfield, Public Works Director

DATE: August 6, 2026

SUBJECT: HiTek PaviJet MGE Purchase

The Public Works Department is requesting Council approval for purchase of a skid-steer mounted asphalt mini-paver system for the street maintenance division. The demands of street maintenance operations have increased, and this unit is designed to improve consistency in pothole and small strip repairs vs. conventional hand working cuts, especially on wide or long repairs. This purchase coincides with procurement of a larger skid-steer, as this unit requires a larger hi-flow system which our current CAT 232D simply cannot accommodate.

The Department recommends purchase of a HiTek MGE Pavijet mini-paver system for \$69,315 from the capital improvement fund. The FY 2027 budget included \$55,000 for this equipment, resulting in a purchase price that is \$14,315 above the original budgeted amount. The equipment is only available via a sole-source contract for the US market; a copy of the sole source contract is included with this memo. Per our sales representative, costs for freight are still variable, and reciprocal tariffs are still potentially applicable to the cost of the equipment.

After receipt of the equipment, inspection, and addition to the City's insurance coverage, we intend to schedule training and attempt to perform several cuts before cold weather arrives.

Proposal for City of Athens, TN July 7, 2026

MGE Super Pricing

Features Included

One Pavijet Mini Paver Model **MGE Super** with the following features:

- Connects to a skid/wheel loader or similar machine
- Direction of movement: Forward
- Paving width from 11.81" to 78.74" (0.3m to 2m)
- Paving speed up to 59.06'/min (18m/min)
- Hydraulic pressure 180 bar
- Paving thickness from -1.96" to 9.84" (-5 to 25cm)
- Hopper capacity 2.61 cubic yards (2.0 cubic meters) / 4.8 tons asphalt
- Oil flow 15.85 gal/min (60 l/min)
- Cable control 78.74" (2m)
- Radio remote control
- Battery pack 20 Ah
- All controls are hydraulic
- Material can be loaded directly into the hopper from a standard dump truck
- Overall dimensions (closed): Height 65.35" (1.66m) Length 45.67" (1.16m) Width 82.09" (2.085m)
- Weight 1,675 lbs.
- Vibrating screed 60 Hz / 12 Volt
- Automatic grade control and Automatic flow control for auger
- Electrically heated screed
- Screed plate is replaceable

Total Equipment Price:

\$ 55,600

Options:

\$ 26,000

Emulsion System

\$ 2,915

Spacer Attachment Kit

\$ 3,500

Training Fee

(If customer does not have Hitek provide training, the warranty is void.)

ESTIMATED Freight:

\$ 2,500

ESTIMATED Reciprocal Tariff:

\$ 4,800

*All prices are subject to change, depending on the exchange rate at time of order. Quote is valid for 30 days. Prices are FOB Kenosha, WI and do not include any taxes, if applicable. In the event Hitek is charged an additional Fuel Surcharge by the riggers, transporters or any other company in connection to this machine, there may be an additional charge applied. THE CUSTOMER IS RESPONSIBLE FOR ANY SPECIAL TARIFFS ENACTED.

Warranty

1 Year excluding electrical parts (refer to Statement of Warranty)

Payment Terms

50% down payment, 50% when ready to ship

6/19/26

Hitek Equipment, Inc. USA www.minipaver.com 262-842-1700



10

December 13, 2023

To Whom it May Concern:

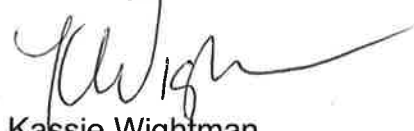
This letter is to confirm that the Pavijet MG7 is a sole source product, sold and distributed solely by Hitek Equipment Inc. in North America.

Competition is precluded by the existence of an agreement with the manufacturer, Malavasi G.srl – Via Nazionale, 28 – S.S. 12 – 41030 Sorbara (Modena) Italy, who has given us an exclusive to market this product in North America.

There is no other like product that would serve the same purpose or function and there is only one price for the above named product because of exclusive distribution.

A copy of our distributor agreement is included.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kassie Wightman', written over a horizontal line.

Kassie Wightman
President

EXCLUSIVE DISTRIBUTORSHIP AGREEMENT

This agreement is made and entered into this 6th day of May, 2013 between Malavasi G. SRL a corporation organized and existing under the laws of Italy having its principal office at Via Nazionale, 28 - S.S. 12, 41030 Sorbara (Mo) Italy (hereinafter called "Malavasi") and HITEK Equipment, Inc., a corporation organized and existing under the laws of Illinois, having its principal office at 8920 58th Place #700, Kenosha, WI 53144, USA, (hereinafter called "HITEK").

WITNESS:

Whereas, MALAVASI holds the sole right to sell all models of machines manufactured by MALAVASI provided in Appendix "A" and (hereinafter called "the Products") and desirous of developing the market for the Products in the United States of America, (hereinafter called "the Territory") and

Whereas, HITEK is desirous of undertaking the marketing of the Products in the Territory.

Now, therefore, in consideration of the mutual promises made herein and valuable consideration, the parties hereto agree as follows:

Questo contratto viene stipulato nel giorno 6th del mese di May, 2013
tra

MALAVASI G. SRL, ditta organizzata ed esistente in norma di legge vigente in Italia, con sede principale in Via Nazionale, 28 - S.S. 12, 41030 Sorbara, (Mo) Italia (chiamata qui di seguito "Malavasi")

e
HITEK Equipment, Inc., ditta organizzata ed esistente sotto le norme vigenti presenti nello stato dell'Illinois, avente sede a 8920, 58th, Place #700, Kenosha, WI, 53144, USA, (di seguito chiamata come "HITEK").

Premesso:

che, MALAVASI detiene i soli diritti di vendere tutti i modelli delle macchine prodotte da MALAVASI, elencate nella Appendice "A" e (qui di seguito chiamati "i prodotti") desideroso di ampliare il mercato dei suoi prodotti negli Stati Uniti D'America (qui di seguito indicato come "il territorio")

- che HITEK si prefigge di commercializzare i prodotti nel territorio.

Ritenendo la premessa parte integrante del presente contratto oltre alle considerazioni prese, le due parti si accordano su quanto segue:

ARTICLE 1. APPOINTMENT OF EXCLUSIVE DISTRIBUTOR

MALAVASI hereby appoints HITEK the sole and exclusive distributor for the Products in the Territory; MALAVASI will refer all quotations and requests for the Territory together with the relative data to HITEK for quotation to the prospective customer in question, unless the parties consult and consent is given by HITEK in writing in advance with respect to each specific case.

ARTICOLO 1. NOMINA A DISTRIBUTORE ESCLUSIVO

MALAVASI, in questa sede, indica HITEK come solo ed esclusivo distributore del Prodotto nel Territorio;

MALAVASI riferirà a HITEK tutte le quotazioni e le richieste per il Territorio insieme a tutti i dati relativi per permettere una quotazione al potenziale cliente in questione, a meno che le parti non si consultino e convengano nel permettere a HITEK di scrivere in anticipo rispetto ad ogni caso specifico.

ARTICLE 2. SALES BY EACH PARTY

1. MALAVASI shall sell the Products which are to be or may be sold or offered for sale in the Territory only to HITEK. MALAVASI shall not sell, lease or export the Products to any person, firm or corporation within the Territory, other than HITEK, nor will MALAVASI encourage or knowingly permit any related company or distributor, customer or independent agents outside the Territory to directly or indirectly offer for sale, sell or export the Products into the Territory. MALAVASI shall refer, immediately upon receipt of inquiry directly or indirectly from customers within the Territory, to HITEK and entrust them with the necessary procedures required for negotiation of the inquiry.
2. HITEK may within the Territory sell, lease, lend out or in any other way dispose of the Products. HITEK will keep MALAVASI advised monthly of market conditions in the Territory. HITEK will not knowingly permit others to offer for sale, sell or export, the Products for area outside the Territory, and it will promptly refer all inquiries concerning the Products for use outside the Territory to MALAVASI.

ARTICOLO 2. VENDITA DA ENTRAMBE LE PARTI

1. MALAVASI venderà esclusivamente a HITEK i Prodotti che dovrebbero essere venduti o offerti per la vendita nel Territorio. MALAVASI non venderà, affitterà o esporterà i Prodotti a nessun altra persona, marca o ditta all'interno del Territorio, al di fuori di HITEK, inoltre MALAVASI non incoraggerà o permetterà volontariamente a nessun altra compagnia, distributore, cliente o agente indipendente al di fuori del Territorio di mettere in vendita direttamente o indirettamente i Prodotti nel Territorio. MALAVASI riferirà immediatamente a HITEK, dopo aver ricevuto una richiesta diretta o indiretta dai clienti presenti nel Territorio e si affiderà a loro con tutte le procedure richieste e necessarie per la negoziazione della richiesta.
2. HITEK potrà vendere, affittare, prestare o disporre in qualunque altro modo dei Prodotti, all'interno del Territorio. HITEK, mensilmente, manterrà MALAVASI aggiornato delle condizioni di mercato all'interno del Territorio. HITEK non permetterà volontariamente a terzi di offrire, vendere o esportare i Prodotti in aree al di fuori del Territorio, e riferirà prontamente a MALAVASI tutte le questioni riguardanti i Prodotti per uso al di fuori del Territorio.

ARTICLE 3. COMPETITIVE PRODUCTS

HITEK shall not deal in, within the Territory, any other machines competitive with or similar to the Products without obtaining MALAVASI's written consent in advance. HITEK may arrange manufacture of components, parts or spares for the Products having obtained written consent from MALAVASI in advance.

ARTICOLO 3. PRODOTTI IN COMPETIZIONE

HITEK non si occuperà, all'interno del Territorio, di altre macchine simili o competitive ai Prodotti, senza aver prima ottenuto una esplicita autorizzazione scritta da MALAVASI. HITEK potrà richiedere la realizzazione di componenti, parti o ricambi dei Prodotti solo dopo aver ottenuto un consenso scritto da MALAVASI.

ARTICLE 4. TRADE AND BUSINESS SECRETS

HITEK undertakes not to disclose to third parties, even after the termination of this agreement, business and trade secrets belonging to the firm MALAVASI or other confidential information that have come to its attention through its activity for the company MALAVASI. You also agree not to use the confidential information or trade secrets for purposes not relating to this contract.

HITEK undertakes not to copy, produce or reproduce by other, similar to Pavijet machinery, though they are protected by an international patent.

ARTICOLO 4. SEGRETI COMMERCIALI E AZIENDALI

HITEK si impegna a non rivelare a terze parti, anche dopo la cessazione del seguente accordo, segreti commerciali e aziendali appartenenti alla ditta MALAVASI o altre informazioni riservate che sono giunte alla sua attenzione attraverso la propria attività svolta per la compagnia MALAVASI. inoltre si impegna a non utilizzare le notizie riservate o i segreti per scopi non attinenti a questo contratto.

HITEK si impegna a non copiare, produrre o far riprodurre da altri, macchinari similari a Pavijet, anche se essi sono protetti da brevetto internazionale.

ARTICLE 5. SALES ASSISTANCE

MALAVASI hereby undertakes to give HITEK assistance in order to make possible a profitable activity and will put itself at the disposal of HITEK for all technical advice as well as keep HITEK informed of any modifications or improvements to the Products and new accessories.

MALAVASI will provide English language translations of a complete set of sales and service drawings and specifications for each of the Products, plus all sales, promotional, technical and instructional materials used by MALAVASI in connection with the merchandising of the Products.

ARTICOLO 5. ASSISTENZA ALLA VENDITA

MALAVASI si impegna a fornire assistenza a HITEK per permettergli di svolgere una attività proficua e si metterà a disposizione di HITEK per tutti i consigli tecnici oltre a mantenere HITEK informato di ogni modifica o innovazione dei Prodotti o di nuovi accessori.

MALAVASI fornirà, in lingua inglese, le traduzioni del completo parco vendita, dei disegni tecnici e delle specifiche di ogni Prodotto, oltre a tutto il materiale per la vendita, promozionale, didattico usato da MALAVASI in relazione alla commercializzazione dei Prodotti.

ARTICLE 6. PRICES AND PAYMENT

MALAVASI agrees to sell and HITEK agrees to purchase the Products at the prices listed in price list. MALAVASI shall notify HITEK in writing of any change in its price list from time to time and such change shall have effect only in respect of order given by HITEK more than two months after the date of such notice.

Unless otherwise agreed, payment for the first 4 units shall be made as follows:

100% by L/C 30 days (EUR 400 bank expenses at Hitek's expense)

Different payment terms may be negotiated from time to time.

Payment for supply of parts from MALAVASI to HITEK shall be paid in advance by bank transfer

ARTICOLO 6. PREZZI E PAGAMENTO

MALAVASI si impegna a vendere e HITEK si impegna a comprare i Prodotti ai prezzi presenti sul listino. MALAVASI dovrà avvertire HITEK in forma scritta di ogni cambiamento nel listino prezzi e queste modifiche avranno effetto solo due mesi dopo che HITEK abbia ricevuto notifica.

Se non diversamente accordato, il pagamento delle prime 4 unità deve essere effettuato con le seguenti modalità:

100% dopo la spedizione con lettera di credito a 60 giorni (EUR 400 di spese di lettera saranno addebitate a Hitek)

Differenti modalità di pagamento possono essere concordate di volta in volta.

Il pagamento per la fornitura di ricambi da MALAVASI a HITEK deve essere pagato in anticipo con bonifico bancario

ARTICLE 7. EMPLOYMENT OF PERSONNEL

HITEK shall maintain one or more qualified personnel with the necessary skills in relation to pre-sales works or installation and after-sales service of the Products. New personnel may be given training in Italy upon mutual agreement.

ARTICOLO 7. ASSUNZIONE DI PERSONALE

HITEK deve possedere una o più persone qualificate con le competenze necessarie relative alla pre-vendita, installazione e post-vendita di tutti i Prodotti. Il nuovo personale puo' essere formato in Italia previo accordo reciproco.

ARTICLE 8. TERMS OF PURCHASE AND MINIMUM ORDER

HITEK should buy n° 2 Pavijet when subscribes to the following agreement.

During the second year, should buy No. 10 units and during the third year no. 20 unit of Pavijet of your choice.

The purchase of these machines must be on a 3 months basis during each year.

For the first 2 machines, our discount compared to regular price would exceptionally be 55%, and for the third and fourth machine, the discount will be 50%.

After that, the discount will go down to 40%.

ARTICOLO 8. CONDIZIONI DI ACQUISTO E ORDINE MINIMO

HITEK dovrà acquistare di n° 2 Pavijet al momento della sottoscrizione al seguente accordo

Durante il secondo anno, deve acquistare n° 10 unità e durante il terzo anno n°20 unità di Pavijet a scelta.

L'acquisto di queste macchine deve avvenire a cadenza trimestrale durante ogni anno.

Per le prime 2 macchine, il nostro sconto rispetto al prezzo di listino equivarrà, eccezionalmente, al 55%, e per la terza e quarta macchina, lo sconto sarà del 50%.

Dopo di che, lo sconto scenderà al 40%.

ARTICLE 9. ADVERTISING AND MARKETING

HITEK must do the following marketing actions:

-Advertising on magazines such as:

Asphalt Pavement – National Asphalt Pavement Association

Asphalt Contractor

Asphalt Magazine

-Direct Marketing

-Email

-Telemarketing

-Call potential customers on a periodic basis

-Trade fairs in USA.

HITEK must compile a report on progresses every 6 months

ARTICOLO 9. PUBBLICITA' E MARKETING

HITEK dovrà sostenere le seguenti azioni di mercato:

-Pubblicità su riviste come:

Asphalt Pavement – National Asphalt Pavement Association

Asphalt Contractor

Asphalt Magazine

-Marketing Diretto

- Email
 - Posta
 - Telemarketing
 - Chiamare i potenziali clienti su base periodica
 - Fiere commerciali
- HITEK deve compilare un report sull'andamento e sui progressi ogni 6 mesi*

ARTICLE 10. WARRANTY

1. MALAVASI guarantees that every Product will have the functions described in brochures and manuals provided by MALAVASI, provided that the products have been installed and operated by HITEK in accordance with correct instructions provided by MALAVASI.
2. HITEK ensures that each product will be packaged in accordance with the requirements of electrical, mechanical and safety than any other standard provided for by regulation in place in Italy, after verifying the suitability of the MALAVASI's products compared to American law.
3. to take advantage of the warranty conditions, HITEK must prove that the non-conforming parts are not damaged by improper use of the client
4. MALAVASI will provide, at no additional cost, spare parts for all products supplied by MALAVASI with non-conformities caused by defective material or manufacturing defects; However MALAVASI is not responsible for all these flaws if you have not given written notice by HITEK to MALAVASI within one year from the date of installation and no later than 15 months after the date of dispatch. HITEK undertakes to immediately inform MALAVASI of each installation equipment. The warranty period is for one year and this cannot extend beyond the 15 months after the date of dispatch. Warranty costs are to be borne by HITEK
5. The above warranty does not include defects that are described in the following cases:
 - a) in the case where HITEK or its agents or end user, use parts not supplied by MALAVASI; However, in accordance with article 3, HITEK could provide non-original parts only after HITEK got a consent from MALAVASI.
 - b) if HITEK or one of his agents or end user has handled or preserved products in a way contrary to that described in the manual .
 - c) this warranty shall not apply to products which have been repaired or altered in such a way as to have influenced the stability, reliability, or that have been subjected to misuse, negligence or accident, or to products that have been used in a manner substantially inconsistent with the specifications set out in the product manual or the general indications for use and maintenance.

ARTICOLO 10. GARANZIA

1. MALAVASI garantisce che ogni Prodotto svolgerà le funzioni descritte negli opuscoli e manuali forniti da MALAVASI, fermo restando che i Prodotti siano stati installati e messi in funzione da HITEK in accordo con le istruzioni fornite da MALAVASI.
2. HITEK garantisce che ogni Prodotto sarà confezionato in accordo con i requisiti di sicurezza elettrici, meccanici e di ogni altro standard previsto dal regolamento in atto in Italia, dopo aver verificato l'adeguatezza dei prodotti di MALAVASI rispetto alla legge americana.
3. Per usufruire delle condizioni di garanzia, HITEK deve dimostrare che le parti non conformi non siano danneggiate da un uso improprio del cliente
4. MALAVASI fornirà, senza costi aggiuntivi, i ricambi per le parti di tutti i prodotti forniti da MALAVASI che presentano delle non conformità causate da materiale difettoso o da difetti di produzione; comunque MALAVASI non si ritiene responsabile per tutti i suddetti difetti se non è stata dato avviso scritto da parte di HITEK a MALAVASI entro un anno dalla data di installazione

e non oltre i 15 mesi dopo la data di spedizione. HITEK si impegna ad avvisare immediatamente MALAVASI di ogni installazione delle attrezzature. Il periodo di garanzia è della durata di un anno e questo non può estendersi oltre i 15 mesi dopo la data di spedizione. I costi della garanzia sono a carico di HITEK

- 5. La garanzia soprastante non include i difetti descritti nei seguenti casi:*
- 6. Nel caso in cui HITEK o dei suoi agenti o l'utilizzatore finale, utilizzino delle parti non fornite da MALAVASI; comunque in accordo con l'articolo 3, HITEK potrebbe fornire parti non originali MALAVASI solo dopo che HITEK ha ottenuto un consenso scritto da parte di MALAVASI.*
- 7. Nel caso in cui HITEK o uno dei suoi agenti o l'utilizzatore finale ha maneggiato o conservato i Prodotti in maniera contraria a quanto descritto nel manuale dei Prodotti o alle indicazioni generali di uso e manutenzione.*
- 8. Questa garanzia non potrà essere applicata ai Prodotti che sono stati riparati o alterati in maniera da averne influenzato la stabilità, l'affidabilità, o che sono stati soggetti ad un uso improprio, a negligenza o incidente, o ai Prodotti che sono stati utilizzati in maniera sostanzialmente contraria alle specifiche presentate nel manuale dei Prodotti o alle indicazioni generali di uso e manutenzione.*

ARTICLE 11. STOCK AND REPAIR SERVICES

1. HITEK shall install the Products and advise on their proper operation for thirty (30) days from date of installation. HITEK may negotiate service agreements at the expense of the users of the Products.
2. HITEK will carry some stock of parts and will use its best endeavors to assist customers in obtaining spare parts as early as possible. The level of stock of spare parts to be held by HITEK will be determined from time to time by mutual agreement having regard to the level of sales and needs of the market.
3. HITEK will maintain a stock of spare parts referred to above on HITEK's account and will render adequate service as provided in Sub-Article 1 above. In the event of termination of this Agreement, MALAVASI agrees to purchase from HITEK the 100% of the stocks of spare parts held by HITEK as at the time of termination at the sales cost from MALAVASI excluded additional costs.

ARTICOLO 11. MAGAZZINO E SERVIZIO DI RIPARAZIONE

- 9. HITEK deve installare i Prodotti e informare delle operazioni intraprese non oltre 30 giorni dalla data di installazione. HITEK può trovare un accordo di servizio a spese dell'utilizzatore dei Prodotti.*
- 10. HITEK può detenere alcune parti in stock, in modo da assistere i clienti, fornendo ricambi il più velocemente possibile. Il quantitativo di parti detenute in magazzino da HITEK sarà determinato di volta in volta previo un accordo reciproco e tenendo conto del livello delle vendite e delle richieste di mercato.*
- 11. HITEK manterrà in stock dei ricambi riferiti al punto 1 sopra e lo stock sarà adeguato alle sue esigenze. Nel caso in cui venga a cessare il presente Accordo, MALAVASI si impegna ad acquistare da HITEK le parti di ricambio detenute in magazzino per un valore massimo pari al 100%, al prezzo di vendita di MALAVASI, esclusi i costi aggiuntivi.*

ARTICLE 12. REPORTING

HITEK will furnish to MALAVASI such information reasonable in their possession and relating to sales, service, spare part stock situation and financial forecast as may periodically be requested from time to time by MALAVASI.

ARTICOLO 12. SEGNALAZIONE

HITEK fornirà a MALAVASI tutte le informazioni in loro possesso relative alle vendite, servizi, livello di disponibilità dei ricambi e previsioni finanziarie, ogni volta che MALAVASI ne farà richiesta.

ARTICLE 13. SECURITY

HITEK hereby agrees that it will keep all technical information strictly confidential from any other third parties and upon the termination return the information to MALAVASI provided that this article shall not apply to technical information which is supplied to customers and potential customers by HITEK in the ordinary course.

ARTICOLO 13. SICUREZZA

HITEK accetta a mantenere strettamente confidenziali tutte le informazioni tecniche in proprio possesso, senza divulgare a terze parti e si impegna a restituirle a MALAVASI una volta cessato l'accordo, fatta eccezione per quelle informazioni tecniche fornite ai clienti e ai potenziali clienti che hanno fatto riferimento a HITEK.

ARTICLE 14. SHIPMENT

MALAVASI shall arrange shipment to HITEK of the Products and or components, parts and spares within a period of time agreed upon at the date of order by HITEK. Shipments shall be made as mutually agreed by both parties in advance.

ARTICOLO 14. SPEDIZIONE

MALAVASI organizzerà le spedizioni dei Prodotti, delle loro componenti, dei ricambi a HITEK, entro un periodo concordato dopo la data di ordine fornita da HITEK. Ogni volta, le spedizioni andranno effettuate previo accordo reciproco fra le parti.

ARTICLE 15. FORCE MAJEURE

Each party hereto shall not be liable in any manner for failure or delay upon fulfillment of all or part of this Agreement, Governmental orders or restrictions, War, Threat of War, Warlike conditions, Hostilities, Sanctions, Mobilization Blockade, Embargo, Detention, Revolution, Riot, Looting, Strike, Lockout, Plague or other epidemics, Fire, Flood, Breakdown, Accident, or any other causes or circumstances beyond the control of each party.

ARTICOLO 15. FORZA MAGGIORE

Ogni parte non sarà responsabile di mancanze o ritardi nell'ottemperare al presente Accordo o parte di esso, a causa di forza maggiore, a titolo esemplificativo: per ordini governativi o restrizioni, guerra, minaccia di guerra, condizioni bellicose, ostilità, sanzioni, mobilitazione blocco, Embargo, detenzione, rivoluzione, saccheggi, sciopero, peste o altre epidemie, incendi, inondazione, sisma, scoppi, incidente o qualsiasi altra causa o circostanze di là del controllo di ciascuna parte.

ARTICLE 16. TERM OF AGREEMENT

The effective period of this Agreement shall be for five (5) years from the date of execution of this Agreement, and shall automatically be extended for subsequent ten (10) year periods unless termination notice is given at least six (6) months before expiration.

Trial period is two (2) years.

No termination of this Agreement shall relieve HITEK of the obligation to make any payment accrued at the time of termination, regardless of whether they are then or thereafter payable.

Upon termination of this Agreement, HITEK and its sub-agents shall be entitled to have MALAVASI fill all orders placed with MALAVASI prior to termination and HITEK shall have obligation to make payment for such orders.

ARTICOLO 16. DURATA DEL CONTRATTO

L'effettiva durata del presente Accordo è di 5 anni dalla data di attuazione dello stesso e sarà, automaticamente rinnovata per un periodo di ulteriori 10 anni a meno che non vi sia una cessazione di cui bisogna dare notifica almeno 6 mesi prima della scadenza del contratto.

In ogni caso, è necessario un periodo di prova di 2 anni.

La terminazione del presente Accordo non solleva HITEK dall'obbligo di effettuare pagamenti maturati al tempo della cessazione del contratto, indipendentemente dal fatto che la scadenza del pagamento sia successiva al termine.

Anche cessando questo Accordo, HITEK e i suoi agenti sono comunque tenuti a evadere tutti gli ordini effettuati con MALAVASI prima del termine del contratto e HITEK ha l'obbligo di effettuare il pagamento per questi ordini.

ARTICLE 17. INTEGRATION

This instrument embodies the entire Agreement between the parties in regard to the Products. Each party acknowledges that no representation of promise not appearing in this instrument induced it to execute or was relied upon by it in executing this Agreement. Any changes or additions to this Agreement shall be of no effect unless contained in writing signed by the party claimed to be bound hereby and no changes or additions herein shall be effected by the acknowledgment, acceptance or filling or any order or their documents containing different terms or conditions.

ARTICOLO 17. INTEGRAZIONE

Questo strumento rappresenta l'intero Accordo fra le parti in riferimento ai Prodotti. Ogni parte è a conoscenza del fatto che nessuna promessa è stata fatta per indurre alla sottoscrizione del seguente Accordo. Ogni cambiamento o aggiunta a questo Accordo non avrà effetto se non viene sottoscritto da entrambe le parti legate da questo contratto. Modifiche o aggiunte nel presente documento non devono essere effettuate per accettazione ordini o documenti contenenti condizioni diverse.

ARTICLE 18. NOTICE

Notices hereunder shall be given by registered airmail addressed to each party to which given at its address first above set forth, or certified and encrypted email notifications.

ARTICOLO 18. AVVISO

Gli avvisi dovranno essere consegnati tramite notifiche certificate e crittografate, via email, agli indirizzi concordati.

ARTICLE 19. THE PRODUCTS

The term "the Products" wherever herein appearing shall include all models of machines manufactured and approved for export by the MALAVASI group manufacturers provided in Appendix "A" hereto and all modifications and improvements thereof and successors thereto.

ARTICOLO 19. I PRODOTTI

Il termine "Prodotti" che appare in questo Accordo, include tutti i modelli di macchine prodotte e approvate per l'esportazione dal gruppo MALAVASI e dai produttori presenti nella Appendice "A", insieme a tutte le modifiche, miglioramenti successivi ad esso.

ARTICLE 20. ARBITRATION

Any dispute that might arise in connection with this agreement, it is within the competence of the Court of Modena (Italy).

ARTICOLO 20. ARBITRATO

Qualsiasi controversia che potrebbe sorgere in relazione a questo Accordo, risulta di competenza del Tribunale di Modena (Italy).

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to sign or affix seals hereunto the days specified hereof respectively.

IN FEDE, le parti autorizzano i propri rappresentanti a firmare e apporre il timbro nei giorni concordati rispettivamente.

MALAVASI G. SRL.

BY/Da:

TITLE/Nome: *TITOLO*

DATE/Data: *5-6-13*

HITEK Equipment, Inc

BY: *[Signature]*

TITLE: *President*

DATE: *5-6-13*

APPENDIX "A"

All machinery and accessories manufactured by MALAVASI G. S.R.L.

Tutti i macchinari e accessori realizzati da MALAVASI G. S.R.L.



PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Ben Burchfield, Public Works Director

DATE: August 5, 2026

SUBJECT: Amendment #2 to Professional Services Agreement for STBG-L Paving Project

Background

When this project was initiated, Gresham Smith (GS) was selected to provide professional engineering services using the standard TDOT consultant selection process. As outlined in the agreement between the City and GS, these services included work performed directly by GS as well as specialized services provided by subconsultants.

The original agreement was divided into two phases. Phase I, in the amount of \$96,410, covered NEPA, design, and bidding services. Phase II, in the amount of \$81,000, covered Construction Engineering and Inspection (CEI) services.

As was previously discussed with City Council during consideration of a budget amendment, construction activities uncovered worse-than-anticipated conditions on Dennis Street. As a result, construction activities were temporarily suspended while additional geotechnical investigations were completed and the construction plans were revised to address the unforeseen conditions. At that time, City Council approved a budget amendment to cover the additional construction costs related to the revisions.

The unforeseen conditions also resulted in increased CEI costs. Although the total amount was not known at the time of the budget amendment, GS has since requested an amendment to its professional services agreement to cover approximately \$20,000 in additional CEI costs. Of this amount, \$5,570 represents additional geotechnical services performed by GS's subconsultant.

The previously approved budget amendment totaled \$115,850, plus a 15% contingency, for a maximum authorized amount of \$133,227.50. This funding was in addition to the contractor's base bid of \$1,683,300, which was based on estimated quantities, with final payment to be determined by actual quantities installed during construction.

The contractor's final pay application is currently being processed. Based on current estimates, the final contract amount will be approximately \$1,785,000, or approximately \$30,000 less than the total amount appropriated to date.



PUBLIC WORKS

Because sufficient appropriated funding remains available within the construction line item to cover the requested amendment, approval of the GS agreement amendment will not require any additional appropriation from the Capital Improvement Fund.

Action Item

Approve Amendment #2 to the professional services agreement between the City and Gresham Smith for additional Construction Engineering and Inspection services necessitated by the change in project scope on Dennis Street, in an amount not to exceed \$20,000.

Additional Attachments

- Letter from Gresham Smith dated July 17, 2026
- Amendment #2 to the Owner-Engineer Agreement



July 17, 2026

Ben Burchfield
Director of Public Works
219 Alford Street
Athens, TN 37303

Subject: Amendment - Resurfacing various Streets in Athens
PIN 132258.00
Federal Project No.: STP-M-9201(16)
State Project No.: 54LPLM-F3-036
Gresham Smith Project No. 45652.00

Dear Mr. Burchfield:

Gresham Smith is submitting a request for additional services related to the City of Athens resurfacing projects, originally authorized on March 25, 2022. This request addresses the need to cover additional work hours beyond the original estimate, as well as extra trips resulting from changes in project scope. The first change involves Forest Avenue, where modifications were made to the plan to maintain and extend the concrete pavement and to review the corridor for extending full depth replacement areas. The second change pertains to Dennis Street, where failing subgrade conditions were encountered. In response, Gresham Smith collaborated with the City, contractor, and subconsultants to revise the plans and incorporate Full Depth Reclamation into the contract. These scope additions extended the contract beyond the original service period and required additional design work from our subconsultant for the FDR. Therefore, we are requesting to revise the contract ceiling to reflect actual hours worked plus funds necessary to complete project closeout through TDOT Local Programs. The estimated cost for these additional services is \$20,000, based on held labor charges of \$4,350 and a held subconsultant invoice of \$5,570. We also anticipate receiving one final invoice from the subconsultant in June to cover services related to final records and closeout. The original contract amount was \$177,410, and with this amendment of **\$20,000**, the revised contract ceiling will be \$197,410.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shap Stiles', written over a light blue horizontal line.

Shap Stiles, PE
CEI Department Leader – East TN
Gresham Smith

Genuine Ingenuity

2095 Lakeside Centre Way
Suite 210
Knoxville, TN 37922
865.521.6777

GreshamSmith.com

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

1. Background Data: Additional Services Requested

Effective Date of Owner-Engineer Agreement: February 13, 2023

Owner: City of Athens

Engineer: Gresham Smith

Project: City of Athens – Resurfacing Roadway

2. Description of Modifications: *(Check only those that are applicable. Refer to paragraph numbers used in the Agreement or previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.)*

- ☒ a. Engineer shall perform or furnish the following Additional Services: Hours and trips to project beyond original scope. Details in attached letter.
- ☐ b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: Click or tap here to enter text.
- ☐ c. The responsibilities of Owner are modified as follows: Click or tap here to enter text.
- ☐ d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: Click or tap here to enter text.
- ☐ e. The schedule for rendering services is modified as follows: Click or tap here to enter text.
- ☐ f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Click or tap here to enter text.

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 96,410.00
- b. Net change for prior amendments: \$ 81,000.00
- c. This amendment amount: \$ 20,000.00
- d. Adjusted Agreement amount: \$ 197,410.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 1, 2026.

OWNER: City of Athens

ENGINEER: GRESHAM SMITH

By: _____

By: _____

Name & Title: _____

Name & Title: Jason L. Brady, Principal

Date: _____

Date: July 17, 2026



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: August 10, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Consideration of the Sale of City-Owned Property Surrounding the Former North City School.

Overview

A request was made to look into selling the properties located around the city-owned property at 1601 Palos Street (former North City School).

056C A 055.00 — Million St (turning angle improvement from Palos St onto Million Street)

056C A 046.00 — Walthall St (stormwater)

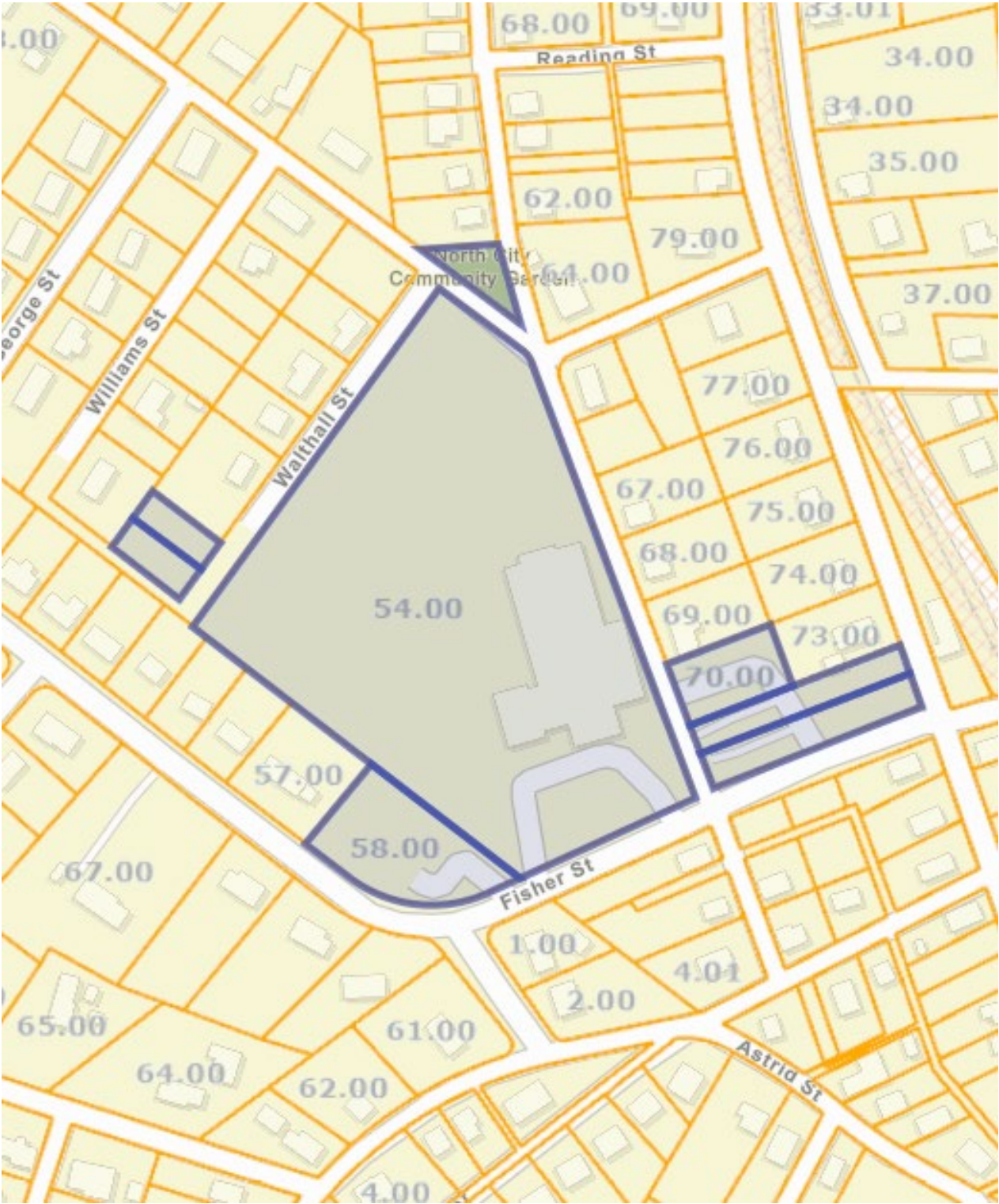
056C A 045.00 — Walthall St (stormwater)

056C D 058.00 — 302 Bryson St (site of the old pool, and has certain restrictions)

056C A 070.00 — Palos St (parking lot – also combine parts of 072.00 & 071.00)

056C A 072.00 — Railroad Ave (if combined with 071.00 could be sold)

056C A 071.00 — Railroad Ave (if combined with 072.00 could be sold)



The map displays a residential neighborhood with a grid of streets. The streets shown include Madison St, Belmont St, Belmont Ave, and Belmont Ave. A specific lot is highlighted with a blue rectangle, indicating the location of the subject property. The map also shows various lot numbers and street layouts, including a large open area in the center.

County: MCMINN
Owner: ATHENS CITY OF
Address: WALTHALL ST
Parcel ID: 056C A 046.00
Deeded Acreage: 0
Calculated Acreage: 0

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



County: MCMINN
Owner: ATHENS CITY OF
Address: WALTHALL ST
Parcel ID: 056C A 045.00
Deeded Acreage: 0
Calculated Acreage: 0

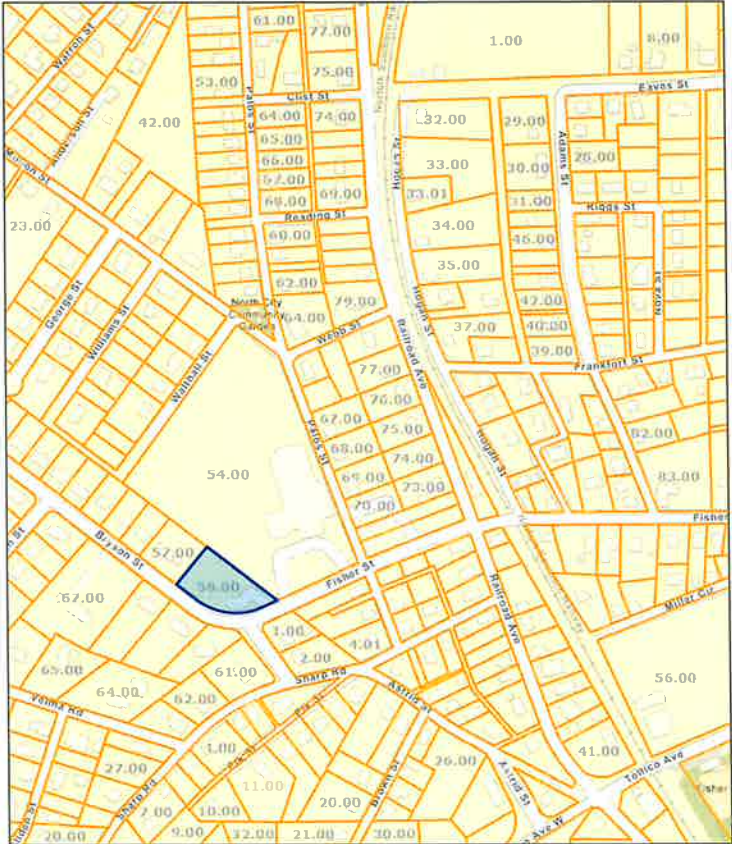
1.4,514



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA) is an Community Map Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies Inc, METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USPS/WFS

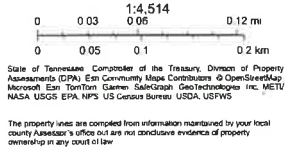
The property lines are compiled from information maintained by your local county/deed's office but are not conclusive evidence of property ownership in any court of law.

McMinn County - Parcel: 056C D 058.00

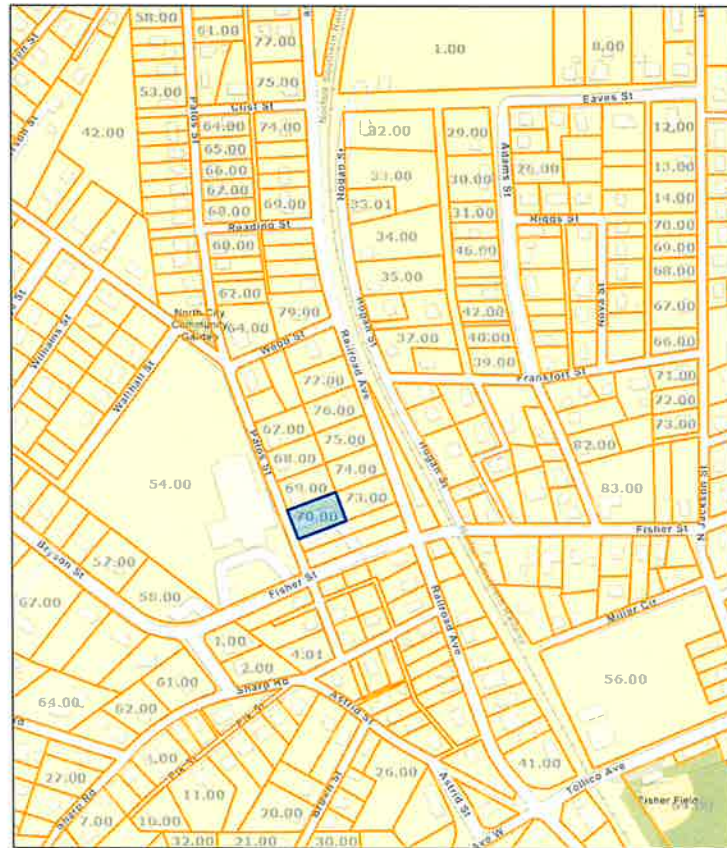


Date: July 23, 2026

County: MCMINN
Owner: ATHENS CITY OF
Address: BRYSON ST-302
Parcel ID: 056C D 058.00
Deeded Acreage: 0
Calculated Acreage: 0



McMinn County - Parcel: 056C A 070.00

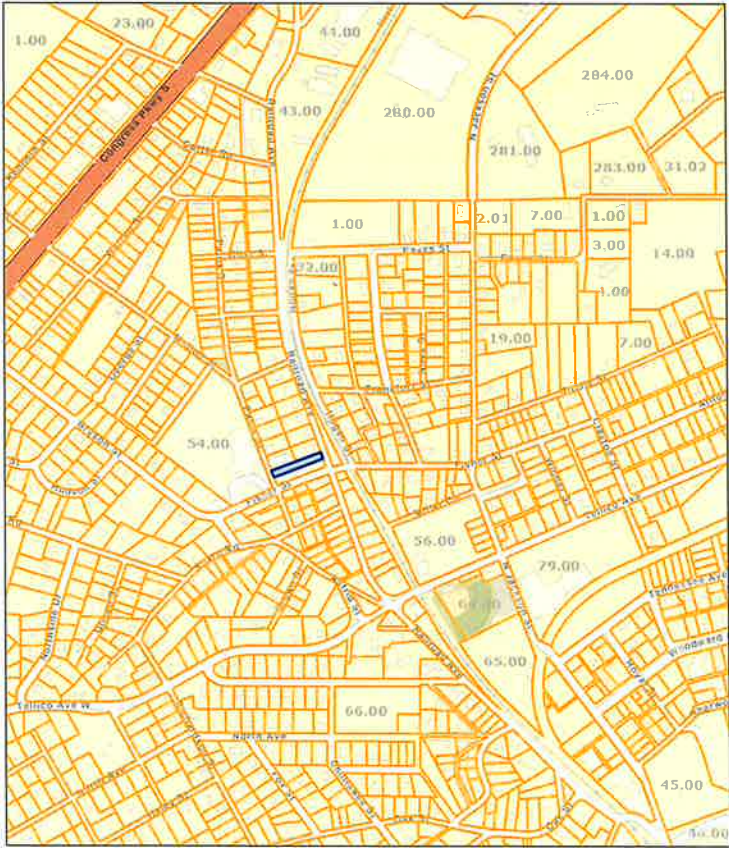


Date: July 23, 2026

County: MCMINN
Owner: ATHENS CITY OF
Address: PALOS ST
Parcel ID: 056C A 070.00
Deeded Acreage: 0
Calculated Acreage: 0

1:4,514
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.2 km
State of Tennessee, Comptroller of the Treasury, Division of Property
Assessments (GPAC), Esri Community Maps Contributors, 3D ConverterMap,
Microsoft, Esri, TomTom, Garmin, InfoGraph, GeoInformation, Inc., MILITARY
NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
The property lines are compiled from information maintained by your local
county Assessor's office and are not conclusive evidence of property
ownership in any court of law

McMinn County - Parcel: 056C A 072.00

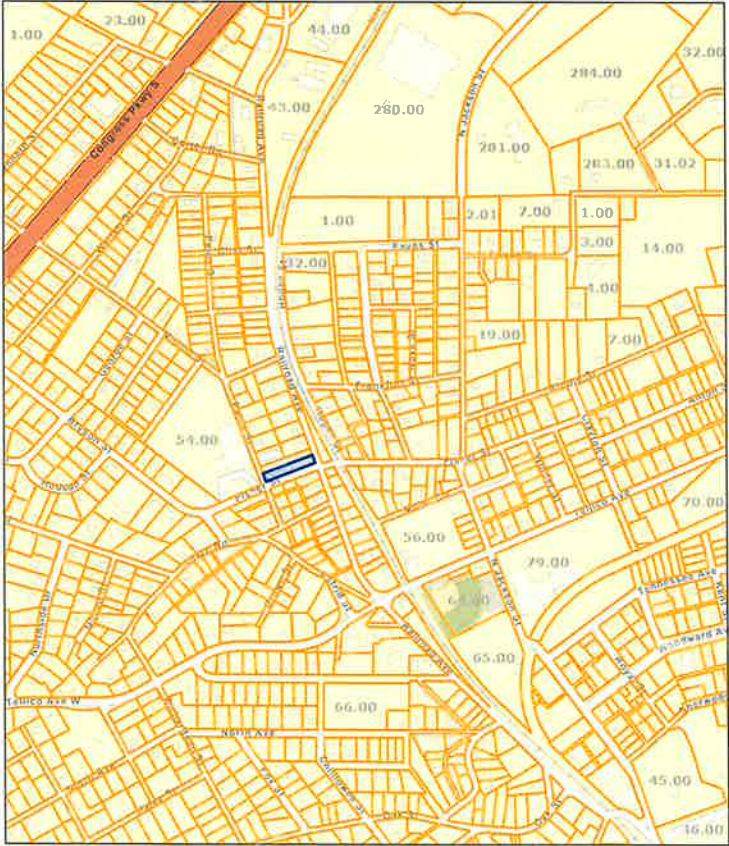


Date: July 23, 2026

County: MCMINN
Owner: ATHENS CITY OF
Address: RAILROAD AVE
Parcel ID: 056C A 072.00
Deeded Acreage: 0
Calculated Acreage: 0

1:9,028
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km
State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Map Contributors, Esri OpenStreetMap, Mapbox, Esri, Trimble, Garmin, IntelMap, IntelMap, Inc., METV, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS
The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

McMinn County - Parcel: 056C A 071.00



Date: July 23, 2026

County: MCMINN
Owner: ATHENS CITY OF
Address: RAILROAD AVE
Parcel ID: 056C A 071.00
Deeded Acreage: 0
Calculated Acreage: 0

1:9,028
0 0.05 0.1 0.2 mi
0 0.1 0.2 0.4 km
State of Tennessee - Comptroller of the Treasury, Division of Property
Assessments (DPA) | Esri Community Maps Contributors | OpenStreetMap
Microsoft | Esri | Garmin | GeoEye | GeoEye | GeoEye | GeoEye | GeoEye
NASA | USGS | EPA | NPS | US Census Bureau | USDA | USFWS
The property lines are compiled from information maintained by your local
county Assessor's office but are not conclusive evidence of property
ownership in any court of law





CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council

DATE: August 10, 2026

FROM: Bridget Roberts, Interim City Manager

RE: Second Reading and Public Hearing of Ordinance 1159, An Ordinance to amend Title 1, Chapter 1-II of the Athens City Code by Adding Section 1-46 Establishing Compensation for the Mayor and Councilmembers Pursuant to Article V, Section 4 of the Charter of the City of Athens, Tennessee.

Overview

The first reading of Ordinance 1159 was approved during the regular session on July 21, 2026.

The attached ordinance is to establish monthly compensation of \$600 for the Mayor and \$500 for each Councilmember, effective only as each official begins a new term of office.

Request

Set the second reading and required public hearing for the August 18, 2026, Regular Session of City Council.

ORDINANCE NO. 1159

AN ORDINANCE TO AMEND TITLE 1, CHAPTER 1-II OF THE ATHENS CITY CODE BY ADDING SECTION 1-46 ESTABLISHING COMPENSATION FOR THE MAYOR AND COUNCILMEMBERS PURSUANT TO ARTICLE V, SECTION 4 OF THE CHARTER OF THE CITY OF ATHENS, TENNESSEE

WHEREAS, Article V, Section 4 of the Charter of the City of Athens, Tennessee, as amended by Private Chapter No. 46 of the Private Acts of 2026, provides that the compensation of the Mayor and Councilmembers shall be established from time to time by ordinance duly adopted by the City Council, subject to any limitations imposed by Tennessee law; and

WHEREAS, Article V, Section 4 of the Charter further provides that no change in compensation shall take effect during the term for which the Mayor or any Councilmember was elected, but that such changes may take effect for subsequent terms of office; and

WHEREAS, the City Council desires to amend the Athens City Code to establish compensation for the Mayor and Councilmembers in accordance with the Charter;

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

SECTION 1.

That Title 1, Chapter 1-II of the Athens City Code is hereby amended by adding a new Section 1-46 to read as follows:

1-46 Compensation of Mayor and Councilmembers

- (1) The Mayor shall receive compensation in the amount of Six Hundred Dollars (\$600.00) per month for service as Mayor.
- (2) Each Councilmember shall receive compensation in the amount of Five Hundred Dollars (\$500.00) per month for service as a member of the City Council.
- (3) The compensation established by this section shall be paid in accordance with the City's regular payroll procedures and shall be subject to all applicable federal and state withholding, reporting, and tax requirements.
- (4) Pursuant to Article V, Section 4 of the Charter of the City of Athens, no change in compensation shall become effective during the term for which the Mayor or any Councilmember was elected. Therefore, the compensation established by this section shall apply only upon the commencement of a new term of office for the Mayor or an individual Councilmember. Accordingly, the compensation established herein shall first apply to the three Councilmembers elected in the November 2026 municipal election upon taking office. **The compensation established herein shall not apply to the remainder of the terms of office for the two Councilmembers whose terms expire in 2028, but shall apply to the Councilmembers elected in the 2028 election.** ~~The two Councilmembers whose current terms do not expire until the 2028 municipal election shall continue to receive the compensation in effect at the beginning of their current terms until they assume new terms of office following the 2028 election.~~
- (5) Reimbursement of actual and necessary expenses incurred in the performance of official duties, when authorized by law, ordinance, policy, or approved budget appropriation, shall not be considered compensation for purposes of this section.

SECTION 2.

CODIFICATION AUTHORITY.

The City Manager or designee is authorized to make ministerial, non-substantive corrections necessary to codify this ordinance, including formatting, numbering, lettering, internal sequencing, typographical, citation, and cross-reference corrections, and to update internal references affected by renumbering, provided that no change is made to the substantive meaning, effect, or legislative intent of this ordinance.

ORDINANCE NO. 1159

REPEALER.

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

SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

EFFECTIVE DATE.

This ordinance shall take effect on **Month DD, YYYY** (after second reading), the public welfare requiring it.

First Reading: July 21, 2026
Public Hearing Notice:
Second Reading:
Date of Public Hearing

ATTEST:

Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher Caldwell, City Attorney





CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council

DATE: August 10, 2026

FROM: Bridget Roberts, Interim City Manager

RE: Second Reading and Public Hearing of Ordinance 1160, An Ordinance to Amend The Zoning Ordinance of the City of Athens, Tennessee, so as to Amend the Official Zoning Map to Rezone the Property Located off Spruce Street from I-1 (Light Industrial District) to R-2 (Medium Density Residential)

Overview

The first reading of Ordinance 1160 was approved during the regular session on July 21, 2026.

The attached ordinance is to rezone approximately 0.31 acres located at 219 Spruce Street from I-1 (Light Industrial) to R-2 (Medium Density Residential). The property owner intends to construct a single-family detached home on the parcel.

Request

Set the second reading and required public hearing for the August 18, 2026, Regular Session of City Council.

ORDINANCE NO. 1160

AN ORDINANCE TO AMEND ‘THE ZONING ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, SO AS TO AMEND THE OFFICIAL ZONING MAP TO REZONE THE PROPERTY LOCATED OFF SPRUCE STREET FROM I-1 (LIGHT INDUSTRIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL) SAID AREA BEING LOCATED WITHIN THE CORPORATE LIMITS OF ATHENS, TENNESSEE.

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

SECTION 1.

That the Official Zoning Map of Athens, Tennessee, identified and referred to in Section 3.02 of said Zoning Ordinance, be amended to show the following described property and zoning designation as described within the body of this ordinance and shown on the attached illustration titled: “Rezoning request by Jose Medina-Mendoza and Yessica Medina Contreas for a 0.31-acre parcel identified as Map 057I Group D Parcel 025.00 located at 219 Spruce Street from I-1 Light Industrial District to R-2 Medium Density Residential District” said property being within the corporate limits of Athens, Tennessee:

Area Description (I-1 to R-2)

The parcel to be rezoned from I-1 to R-2 is shown on Tennessee Property Assessment Data - Property Viewer as Tax Map 057I Group D Parcel 025.00 located at 219 Spruce Street. The parcel is further described in the attached illustration that has been created from the Official Zoning Map of the City of Athens, Tennessee. (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 T.C.A. § 13-7-203, a public hearing subject to twenty-one (21) calendar days’ notice has been held, and the ordinance meets the requirements of T.C.A. § 13-7-201 through 13-7-210, including the approval of all necessary agencies.

SECTION 4.

That this Ordinance shall take effect upon final passage and as provided by law.

First Reading:
Public Hearing Notice:
Second Reading:
Date of Public Hearing

ATTEST:

Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

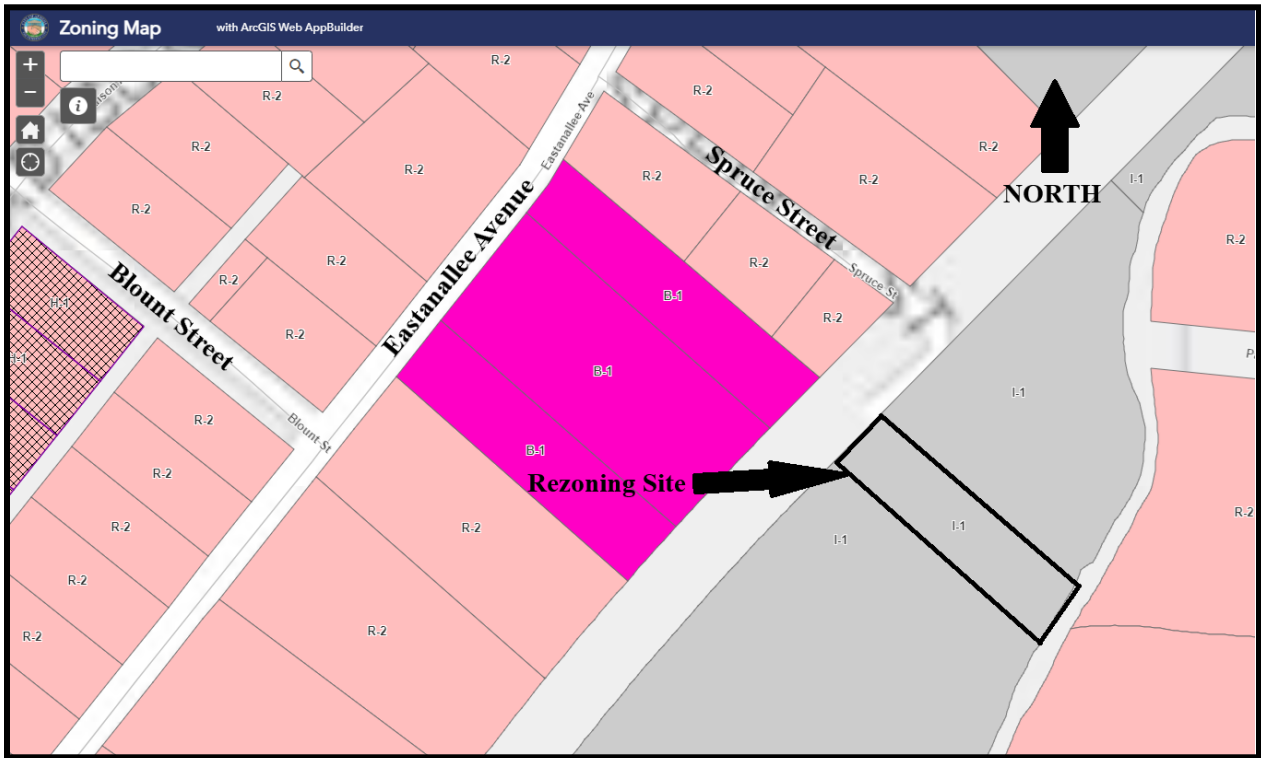
APPROVED AS TO FORM:

Christopher Caldwell, City Attorney

ORDINANCE NO. 1160

Exhibit A

Rezoning request by Jose Medina-Mendoza and Yessica Medina Contreas for a 0.31-acre parcel identified as Map 057I Group D Parcel 025.00 located at 219 Spruce Street from I-1 Light Industrial District to R-2 Medium Density Residential District





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

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

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

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

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

(2)

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

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

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

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

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

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

(d) This section does not apply to:

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

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

History

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

TENNESSEE CODE ANNOTATED

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