



ATHENS CITY COUNCIL WORK SESSION

Monday, July 13, 2026, 5:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. COMMUNICATIONS AND SPECIAL PRESENTATIONS

V. DISCUSSION

- (1 - 4) A. Resolution for Reimbursement - John Werner with Cumberland Securities
- (5 - 6) B. Resolution for Public Entity Partners Judy Housley Safety Partners Grant Application
- (7 - 12) C. Funding TDOT Entrance Improvement – Congress Parkway and Lee Drive
- (13 - 18) D. Bid Award for View Street Roadway Improvements and North Jackson Street Repairs Project
- (19 - 35) E. Professional Services Agreement for Parks Masterplan
- (36 - 50) F. Professional Services Agreement for Cook Park Parking Improvements
- (51 - 66) G. Professional Services Agreement for Road Intersection Improvements
- (67 - 80) H. Proposal for Special Inspections Related to Construction of Fire Station #3
- (81 - 86) I. Purchase of New Municipal Court Case Management Software
- (87 - 97) J. Purchase of Police Vehicles and Revised Pricing for Animal Control Trucks
- (98 - 106) K. Purchase of Equipment for Police Vehicles
- (107) L. Declare Surplus Property – 2008 Ford Expedition
- (108 - 115) M. Fire Equipment Antitrust Litigation
- (116 - 118) N. First Reading of 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.

(119 – 123)

O. First Reading of 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)

P. Councilmember Items

1. Mayor Eaton
 - i. AI Data Centers and Cryptocurrency Mining
 - ii. Letter of Recommendation for Dr. Randall Dowling
2. Councilmember Sherlin
 - i. Former North City School Property
3. Councilmember Duggan
 - i. Review Travel Policy
4. Councilmember McCowan
 - i. Sounds of Summer concerts at Athens Regional Park

(124 – 130)

VI. NEW BUSINESS

VII. BOARDS & COMMITTEES

- A. No Applications on File.
1. Board of Adjustments & Appeals – 1 Vacancy (alternate)
 2. Historic Preservation Commission – 1 Vacancy (an architect, if available (MZO 3.04.14(B))

VIII. ADJOURNMENT



FINANCE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Mike Keith, Director of Finance
DATE: July 8, 2026
RE: Reimbursement Resolution

At the June City Council meeting, it was requested that we provide the necessary document to reimburse the City with debt proceeds if needed for capital items. Attached is a reimbursement resolution needed to authorize the City to do so. If approved in July, it will allow reimbursement for capital items paid 60 days prior to July 21 and for 18 months after that date. It does not obligate the City to issue any type of debt during this period. To issue debt would require additional resolutions to be issued at a later time. If the Council decides to issue debt, they will need to determine a source of funds necessary to repay the debt prior to issuing the debt.

John Werner with Cumberland Securities, our investment advisor, will be here at Monday's work session to answer any questions the Council may have. Please let me know if you have any questions or need any additional information concerning this matter.

RESOLUTION NO. 2026-00

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ATHENS, TENNESSEE TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX MILLION DOLLARS (\$6,000,000) RELATING TO MUNICIPAL PROJECTS OF THE CITY WITH THE PROCEEDS OF BONDS OR OTHER DEBT OBLIGATIONS TO BE ISSUED BY THE CITY OF ATHENS, TENNESSEE

WHEREAS, municipalities in the State of Tennessee are authorized to finance certain public works projects by the issuance of bonds, notes, or other obligations; and

WHEREAS, it is the intention of the City Council (the "Governing Body") of the City of Athens, Tennessee (the "Municipality") to provide funding (a) for all or a portion of the costs of certain public works projects, consisting of the acquisition, construction, improvement, extension, and renovation of the following: (1) public lands, buildings, facilities, equipment and vehicles, including but not limited to fire and rescue; (2) streets, roads, bridges, plazas, sidewalks, lighting, drainage, streetscapes, signage and related department buildings, facilities, vehicles and equipment; (b) acquisition, construction and improvement of all other property, real and personal, appurtenant thereto or connected therewith; and (c) all legal, fiscal, administrative, architectural, and engineering costs incident thereto; and

WHEREAS, it is anticipated that it will be necessary to make expenditures in payment of said costs prior to the issuance of said bonds or debt obligations; and

WHEREAS, the Governing Body wishes to state its intentions with respect to reimbursements for said expenditures in accordance with the requirements of the regulations applicable thereto promulgated by the United States Department of Treasury.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Athens, Tennessee, as follows:

Section 1. It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by the Municipality in connection with the Projects described, including legal, fiscal, administrative, architectural and engineering costs incident to the foregoing. The Municipality intends, upon receiving the necessary legislative approvals to do so, to reimburse all such expenditures by issuing its bonds or other debt obligations.

Section 2. The maximum principal amount of bonds or other debt obligations expected to be issued, upon receiving the necessary legislative approvals to do so, to finance the activities hereinabove described is \$6,000,000.

Section 3. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the City Recorder.

Section 4. The Municipality reasonably anticipates that it will be permitted to reimburse the original expenditures from the proceeds of bonds or other debt obligations.

Section 5. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

[Remainder of this page intentionally left blank]

RESOLUTION NO. 2026-00

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **21st** day of **July, 2026**.

ATTEST: _____
Larry Eaton, Mayor

Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher M. Caldwell, City Attorney

RESOLUTION NO. 2026-00

STATE OF TENNESSEE)
COUNTY OF McMINN)

I, _____, certify that I am the duly qualified and acting City Manager of the City of Athens, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on _____, 2026; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an intent to reimburse the Municipality from bond proceeds for capital expenditures.

WITNESS my official signature of said Municipality on this the _____ day of _____, 2026.

City Manager



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: July 13, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Resolution for Public Entity Partners Judy Housley Safety Partners Grant
Application

Overview

This resolution authorizes the City of Athens to apply for the 2026–2027 Judy Housley Safety Partners Matching Grant through Public Entity Partners. The purpose of the grant is to encourage workplace safety and assist local governments with expenses related to maintaining a safe and hazard-free work environment for employees.

If approved, the City would be authorized to provide the required local matching funds for any grant funds awarded.

Financial Impact

Public Entity Partners will match funds up to \$2,000 if the grant is awarded.

Funding Source

General Fund

Request

Approval is requested for the attached resolution authorizing the City of Athens to apply for the 2026–2027 Judy Housley Safety Partners Matching Grant through Public Entity Partners and to provide the required matching funds if awarded.

RESOLUTION NO. 2026-??

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

WHEREAS, the safety and well-being of the employees of the City of Athens is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Athens employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Safety Partners” Matching Grant Program; and

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

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

SECTION 1.

The City of Athens is hereby authorized to apply for the **2026-2027 Judy Housley Safety Partners Matching Grant** through Public Entity Partners.

SECTION 2.

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

ON MOTION BY _____

SECONDED BY _____

said Resolution was approved by roll call vote on the **21st** day of **July, 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: July 13, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Funding TDOT Entrance Improvement – Congress Parkway and Lee Drive

Overview

This Council is being asked to consider roadway improvements associated with the Fox Den Subdivision entrance at Congress Parkway and Lee Drive. The proposed work is intended to correct the existing entrance alignment and improve traffic safety at this location. The project plans are prepared by Kimley-Horn.

River Stone Construction has advised that the design has been approved by TDOT and that the improvement would correct the current condition that requires some drivers to make a U-turn or unsafe/illegal turning movement. River Stone estimates the total construction cost at approximately \$200,000 and has offered to contribute 50% of the project cost, up to approximately \$100,000, through a cost-sharing agreement with the City.

Financial Impact

Estimated total project cost: \$200,000

Estimated River Stone contribution: 50%, up to approximately \$100,000

Estimated City share: approximately \$100,000, depending on final scope and pricing.

Funding Source

Not budgeted for FY 2026-27.

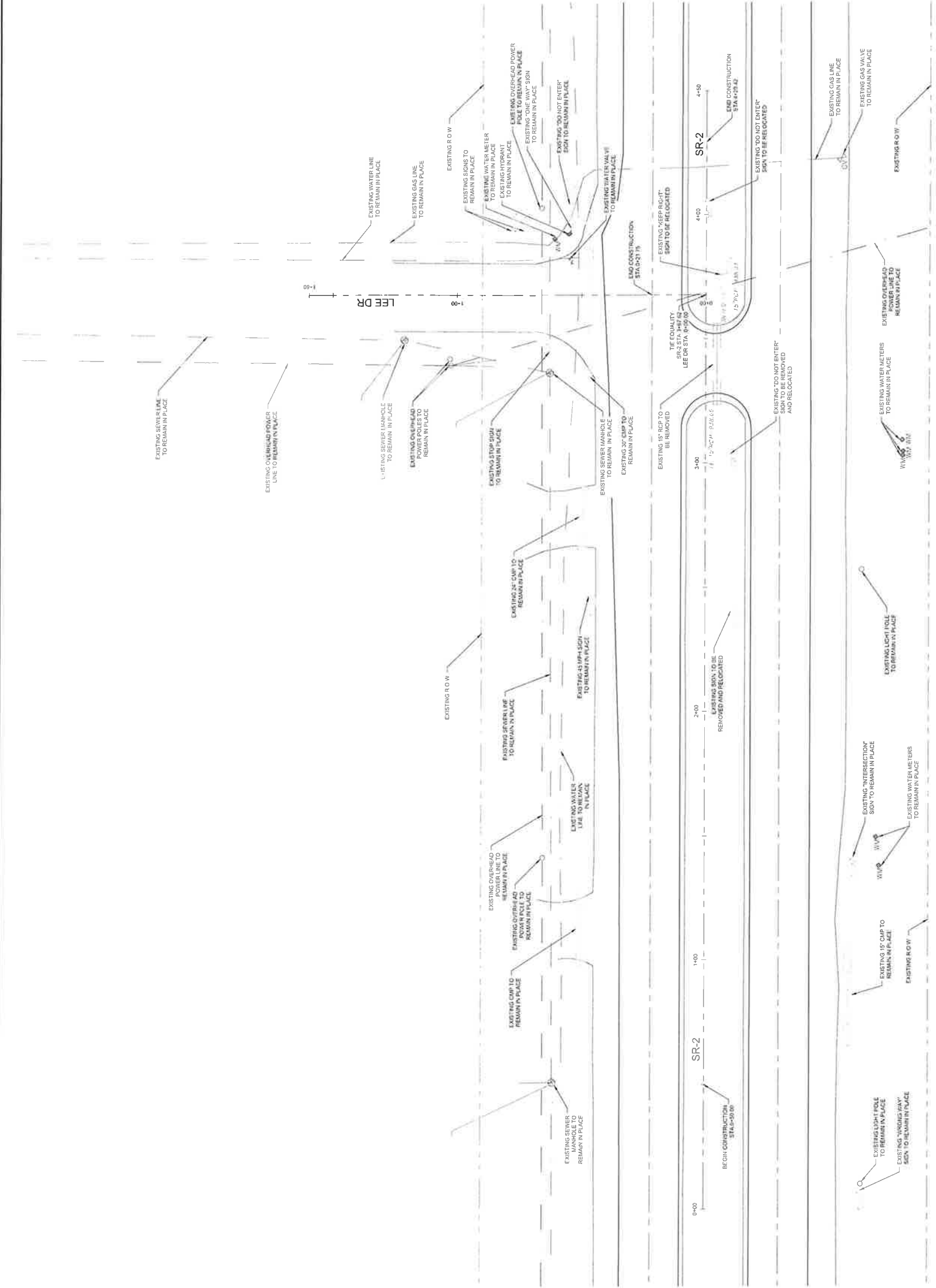
Request

Council consideration is requested regarding whether to proceed with the proposed Congress Parkway/Lee Drive entrance improvements and whether to authorize the City to enter into a cost-sharing arrangement with River Stone Construction for the project.

Fox Den Road Improvement Costs Breakdown	
Engineering/Permitting	\$ 19,500.00
Sitework	\$ 43,515.00
Paving	\$ 132,500.00
Surveying	\$ 1,800.00
Total Cost:	\$ 197,315.00



This document, together with the concepts and designs presented herein, is an instrument of service, as rendered only for the specific purpose and client for which it was prepared. Reproduction and/or reuse of any portion of this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be a breach of the professional liability of Kimley-Horn and Associates, Inc.



 IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY COMPANIES TO VERIFY THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES ARE INTENDED.

**Know what's below.
Call before you dig.**

PROJECT

FOX DEN SUBDIVISION
ROADWAY
IMPROVEMENTS

DESIGNED BY

ASD

DRAWN BY

RMH

CHECKED BY

TJG

DATE

05/01/2026

KIMLEY-HORN PROJECT NO.

118802026

SCALE

1" = 20'

LEE DRIVE

ATHENS, TN 37303

6005 CENTURY OAKS DR SUITE 500

CHATTANOOGA, TN 37418

PHONE: 423.954.7550

REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PRELIMINARY

DATE

BY

RIVER STONE
CONSTRUCTION, LLC

6005 CENTURY OAKS DR SUITE 500
CHATTANOOGA, TN 37418
PHONE: 423.954.7550

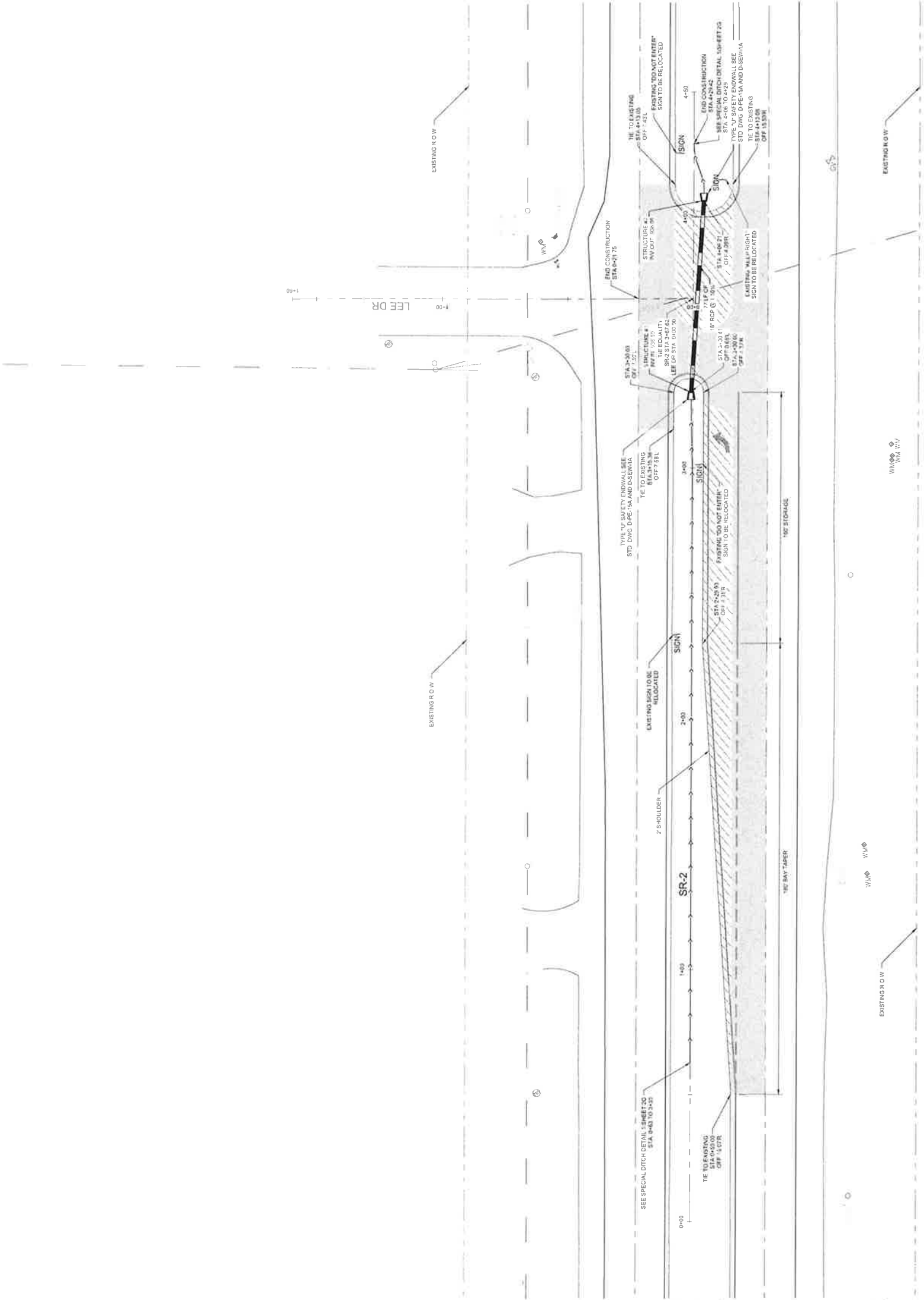
 537 Market Street, Suite 202 Chattanooga, TN 37402
Main: 423.266.3501 | www.kimley-horn.com
© 2025 Kimley-Horn and Associates, Inc.

This document, together with the contracts and designs presented herein, is incorporated as a part of the contract documents for the project. It is intended that the drawings be used in accordance with the contract documents and that the drawings be used in accordance with the contract documents and that the drawings be used in accordance with the contract documents.

LEGEND

ASPHALT PAVEMENT MILL AND OVERLAY

FULL DEPTH ASPHALT PAVEMENT



IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE LOCAL UTILITY COMPANIES TO OBTAIN LOCATION AS THE LOCATION OF UTILITIES IS NOT SHOWN HEREIN. THEREFORE, APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES.

Know what's below.
Call before you dig.

FOX DEN SUBDIVISION
ROADWAY
IMPROVEMENTS

SCALE	1" = 20'
DESIGNED BY	ASD
DRAWN BY	RWH
CHECKED BY	TJS
DATE	05/01/2008
KIMLEY-HORN PROJECT NO.	118507001
PROPOSED LAYOUT	
SHEET NUMBER	
4A	



NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

RIVER STONE
CONSTRUCTION, LLC

Kimley-Horn

537 Market Street, Suite 202 Chattanooga, TN 37402
Main: 423.266.3501 | www.kimley-horn.com
© 2025 Kimley-Horn and Associates, Inc.

116907001

PROJECT NO. 00-1786-1000

05/10/12

1980

10

15

DE

R
IMPF

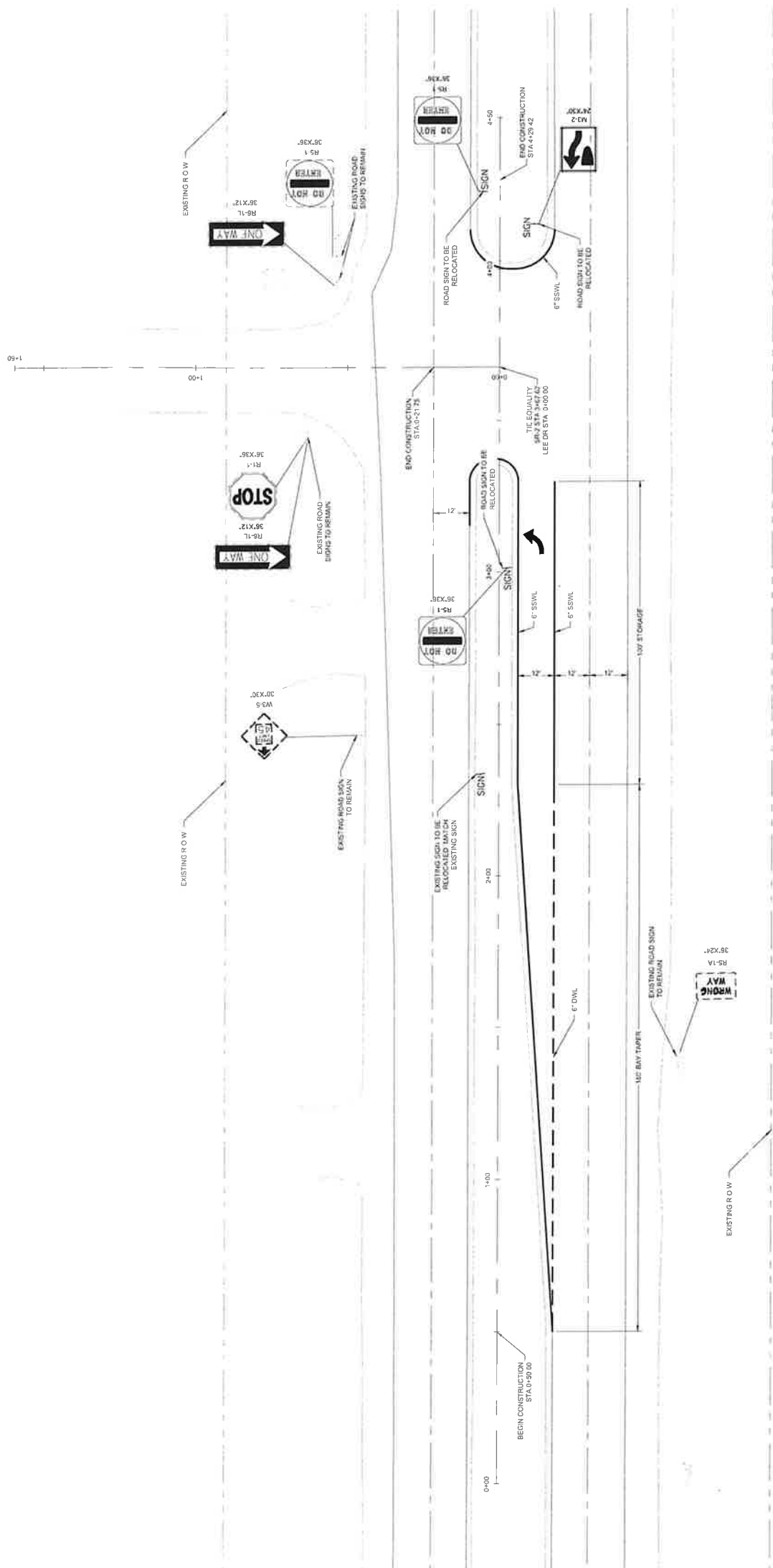
FOX DEN SUBDIVISION
ROADWAY
IMPROVEMENTS



NO	REVISIONS	DATE	BY
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

**RIVER STONE
CONSTRUCTION, LLC**
005 CENTURY OAKS DR SUITE 500
CHATTANOOGA, TN 37418
PHONE 423.954.7550

537 Market Street, Suite 202 Chattanooga, TN 37402
Main: 423.266.3501 | www.kimley-horn.com
© 2025 Kimley-Horn and Associates, Inc.



GRAPHIC SCALE IN FEET

40
20
10

A graphic scale bar is shown with markings for 10, 20, and 40 feet. To the right of the scale is a north arrow pointing towards the top right, with the word "NORTH" written below it.

IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE LOCATION OF UTILITIES SHOWN ON THIS PLAT, ARE APPROXIMATE AND POSSIBLY INCOMPLETE. THEREFORE CERTIFICATION TO THE LOCATION OF ALL UNDERGROUND UTILITIES ARE WITHHELD.

**Know what's below.
Call before you dig.**

[illegible]

June 25, 2026

Bridget Roberts

Interim Town Manager
City of Athens
815 N. Jackson Street
Athens, TN 37303

Re: TDOT Entrance Improvements – Congress Parkway and Lee Drive

Dear Ms. Roberts,

Thank you for meeting with us last week, along with Mayor Eaton and Ben Burchfield, to discuss the proposed improvements to the entrance at Congress Parkway and Lee Drive.

As discussed, River Stone has provided the City with a TDOT-approved design that reconfigures the entrance by centering the median with Lee Drive. This improvement will correct the existing traffic condition that currently requires many drivers to either make a U-turn or execute an unsafe and illegal turning movement into traffic.

To assist in moving this project forward, River Stone Construction has obtained pricing from our suppliers and subcontractors and estimates the total construction cost to be approximately **\$200,000**. River Stone is prepared to enter into a cost-sharing agreement with the City of Athens and contribute **50% of the project cost, up to approximately \$100,000**.

We understand the City may elect to contract the work directly with its own vendors and contractors. Should that be the City's preference, River Stone will contribute its agreed-upon 50% share of the final project cost, subject to mutual agreement on the scope and pricing.

We appreciate the City's willingness to work collaboratively on this important safety improvement and look forward to partnering with you to bring the project to completion.

Thank you for your consideration.

Sincerely,

Jason Farmer

Owner

River Stone Construction
River Stone Development



PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager
FROM: Kevin L. Helms, Project Manager
Cc: Ben Burchfield, Public Works Director
DATE: July 1, 2026
SUBJECT: View Street Connector & N Jackson Street Remediation

Background

- N Jackson Street
Road base failure and slope instability have resulted in significant deterioration of N Jackson Street in front of City Hall. The issue was first identified in August 2023 and an area along the edge of the roadway has been closed to traffic since that time. At that time, Council approved a professional services agreement with Gresham Smith to design and bid work needed to repair the roadway. Subsequent investigations determined that a slope stability analysis was necessary to ensure all factors contributing to the failure were identified and incorporated into the remediation design. In January 2024, the City entered into an agreement with GEOS to conduct that work and provide the results to Gresham Smith to use in designing the remediation work.

Construction was originally anticipated to begin during FY26, and \$480,000 was budgeted for the work. However, because the project advanced only through the bidding phase during the fiscal year, expenditures totaled just \$9,498. Carrying forward the remaining balance and adding the \$70,000 budgeted for project completion in FY27 provides total available funding of \$540,502.

- View Street
During the early part of 2025, the City acquired a strip of land to serve as a right-of-way for construction of a one-block connector section of roadway needed to connect the two existing dead-end segments of View Street. In addition to improving access, the work will also address stormwater drainage issues in the area. At the July 2025 meeting, City Council approved a professional services agreement with Gresham Smith to design and bid the work needed to construct the roadway segment.

Construction was originally anticipated to begin during FY26, and \$305,000 was budgeted for the work. However, because the project advanced only through the bidding phase during the fiscal year, expenditures totaled just \$31,050. Carrying forward the remaining balance and adding the \$55,000 budgeted for project completion in FY27 provides total available funding of \$328,950.



PUBLIC WORKS

- **Combined Project Locations**

Near the completion of design, City staff elected to combine both project locations into a single bid package. Because the work is similar in scope, bidding them together was expected to reduce overall construction costs by allowing one contractor to complete both projects concurrently. After combining the available funds for both projects, a total of \$869,452 is available to complete the project.

Three bids were received and opened on June 25, 2026. City staff and the project engineer have reviewed the bids and determined that the apparent low bid is responsive and meets all bid requirements. A bid tabulation prepared by the Purchasing Officer and a bid award recommendation from Gresham Smith are attached to this memo. The low bid, which is within budget, was submitted by Wilson Construction Group, LLC. in the amount of \$571,954.55. This bid is \$297,497.45 less than the available funding.

Although extensive geotechnical testing has been completed, subsurface conditions cannot be fully verified until excavation begins. Should unforeseen conditions be encountered, prompt decisions will be necessary to avoid delays that could increase the construction costs. Staff therefore recommends approval of a \$30,000 construction contingency, approximately 5 percent of the low bid, to address any unforeseen conditions encountered during construction. Even if the full contingency is utilized, total project expenditures will remain approximately \$267,500 below the total funding available.

Action Item

Award the contract to Wilson Construction Group, LLC. in the amount of \$571,954.55, and authorize an additional \$30,000 construction contingency for unforeseen conditions, if necessary.

June 29, 2026

Mr. Kevin Helms
City of Athens
219 Alford Street
Athens, Tennessee 37303

SUBJECT: Concurrence with Accepting the Bidder For
View Street Roadway Improvements and North Jackson Street Repairs
City of Athens, Tennessee
Job No. 26-04

Dear Mr. Helms:

On June 25 at 3:00 p.m., bids for the referenced project were publicly opened and read aloud in the City of Athens Conference Room. Three bids were received for the project.

Wilson Construction Group, LLC.	\$571,954.55
Adams Contracting, LLC.	\$697,488.85
Cadence Consulting, LLC.	\$727,273.76

Attached is the bidders Bid Tabulation for the above referenced project with the Engineer's estimate and the bid packets submitted by the bidders.

Gresham Smith has reviewed the bid for this project and recommends that the bid by Wilson Construction Group, LLC. be awarded with the lowest responsive bid of \$571,954.55.

Please contact me if you need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jake Graves', is positioned above the printed name.

Jake Graves, P.E.
Gresham Smith
Project Manager

View Street Roadway Improvements & North Jackson Street Repairs

Item	Description	Unit	Quantity	Engineer		Wilson Constr Group, LLC		Adams Contract, LLC		Cadence Consulting, LLC	
				Unit Price	Total Cost	Unit Price	Total	Unit Price	Total	Unit Price	Total
VIEW STREET ROADWAY QUANTITIES											
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00	\$4,550.00	\$4,550.00
202-01.50	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	EACH	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$650.00	\$1,300.00
202-02.21	REMOVAL OF PIPE (12" RCP)	L.F.	121	\$15.00	\$1,815.00	\$18.00	\$2,178.00	\$50.00	\$6,050.00	\$65.00	\$7,865.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	476	\$45.00	\$21,420.00	\$78.00	\$37,128.00	\$60.00	\$28,560.00	\$45.50	\$21,668.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	83	\$45.00	\$3,735.00	\$60.00	\$4,980.00	\$40.00	\$3,320.00	\$91.00	\$7,553.00
203-06	WATER	M.G.	3	\$120.00	\$360.00	\$150.00	\$450.00	\$100.00	\$300.00	\$1,170.00	\$3,510.00
209-05	SEDIMENT REMOVAL	C.Y.	12	\$20.00	\$240.00	\$40.00	\$480.00	\$10.00	\$120.00	\$52.00	\$624.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	352	\$4.00	\$1,408.00	\$3.75	\$1,320.00	\$5.00	\$1,760.00	\$4.25	\$1,496.00
209-08.07	ROCK CHECK DAM	EACH	2	\$1,100.00	\$2,200.00	\$725.00	\$1,450.00	\$900.00	\$1,800.00	\$325.00	\$650.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	2	\$1,300.00	\$2,600.00	\$850.00	\$1,700.00	\$900.00	\$1,800.00	\$650.00	\$1,300.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	1	\$475.00	\$475.00	\$500.00	\$500.00	\$150.00	\$150.00	\$400.00	\$400.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	434	\$70.00	\$30,380.00	\$69.00	\$29,946.00	\$90.00	\$39,060.00	\$110.50	\$47,957.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM), GRADING BM-2	TON	138	\$150.00	\$20,700.00	\$195.00	\$26,910.00	\$220.00	\$30,360.00	\$383.50	\$52,923.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$1,100.00	\$1,100.00	\$1,404.00	\$1,404.00	\$1,490.00	\$1,490.00	\$4,160.00	\$4,160.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	64	\$200.00	\$12,800.00	\$320.00	\$20,480.00	\$329.00	\$21,066.00	\$403.00	\$25,792.00
607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	65	\$180.00	\$11,700.00	\$145.00	\$9,425.00	\$210.00	\$13,650.00	\$110.50	\$7,182.50
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	3	\$2,600.00	\$7,800.00	\$1,485.00	\$4,455.00	\$3,530.00	\$10,590.00	\$5,460.00	\$16,380.00
611-07.30	15IN ENDWALL (SIDEDRAIN)	EACH	2	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00	\$4,450.00	\$8,900.00	\$5,460.00	\$10,920.00
701-02	CONCRETE DRIVEWAY	S.F.	693	\$13.00	\$9,009.00	\$22.00	\$15,246.00	\$16.00	\$11,088.00	\$15.00	\$10,395.00
702-01	CONCRETE CURB	C.Y.	17	\$1,500.00	\$25,500.00	\$750.00	\$12,750.00	\$1,200.00	\$20,400.00	\$585.00	\$9,945.00
707-10.08	WIRE MESH (SD-MSE-1)	S.Y.	8	\$150.00	\$1,200.00	\$175.00	\$1,400.00	\$65.00	\$520.00	\$15.00	\$120.00
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	100	\$75.00	\$7,500.00	\$86.00	\$8,600.00	\$114.00	\$11,400.00	\$104.00	\$10,400.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	82	\$75.00	\$6,150.00	\$86.00	\$7,052.00	\$104.00	\$8,528.00	\$104.00	\$8,528.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	6	\$6.00	\$36.00	\$24.00	\$144.00	\$5.00	\$30.00	\$16.00	\$96.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	L.B.	33	\$198.00	\$6,534.00	\$5.50	\$181.50	\$5.00	\$165.00	\$9.00	\$297.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	7	\$18.00	\$126.00	\$16.00	\$112.00	\$16.00	\$112.00	\$25.00	\$175.00
717-01	MOBILIZATION	LS	1	\$60,000.00	\$60,000.00	\$25,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$11,050.00	\$11,050.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	275	\$12.00	\$3,300.00	\$6.25	\$1,718.75	\$4.00	\$1,100.00	\$29.00	\$7,975.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	430	\$5.00	\$2,150.00	\$3.50	\$1,505.00	\$9.00	\$3,870.00	\$5.20	\$2,236.00
801-01	SEEDING (WITH MULCH)	UNIT	3	\$60.00	\$180.00	\$110.00	\$330.00	\$200.00	\$600.00	\$1,950.00	\$5,850.00
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	2	\$50.00	\$100.00	\$110.00	\$220.00	\$50.00	\$100.00	\$325.00	\$650.00
801-02	SEEDING (WITHOUT MULCH)	UNIT	4	\$45.00	\$180.00	\$105.00	\$420.00	\$175.00	\$700.00	\$325.00	\$1,300.00
801-03	WATER (SEEDING & SODDING)	M.G.	1	\$120.00	\$120.00	\$150.00	\$150.00	\$250.00	\$250.00	\$1,560.00	\$1,560.00
805-12.02	EROSION CONTRL BLANKET (TYPE II)	S.Y.	396	\$2.00	\$792.00	\$4.40	\$1,742.40	\$4.00	\$1,584.00	\$38.00	\$15,048.00

NORTH JACKSON ROADWAY QUANTITIES

105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$4,030.00	\$4,030.00
202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	24	\$100.00	\$2,400.00	\$25.00	\$600.00	\$50.00	\$1,200.00	\$35.10	\$842.40
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1072	\$20.00	\$21,440.00	\$15.00	\$16,080.00	\$22.00	\$23,584.00	\$29.25	\$31,356.00
202-08.10	REMOVAL OF CURB (CONCRETE CURB)	L.F.	945	\$20.00	\$18,900.00	\$7.00	\$6,615.00	\$16.00	\$15,120.00	\$6.50	\$6,142.50
203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	141	\$50.00	\$7,050.00	\$65.00	\$9,165.00	\$125.00	\$17,625.00	\$110.50	\$15,580.50
209-05	SEDIMENT REMOVAL	C.Y.	11	\$20.00	\$220.00	\$40.00	\$440.00	\$10.00	\$110.00	\$58.50	\$643.50
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	11	\$475.00	\$5,225.00	\$500.00	\$5,500.00	\$150.00	\$1,650.00	\$325.00	\$3,575.00
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	1	\$475.00	\$475.00	\$550.00	\$550.00	\$450.00	\$450.00	\$1,040.00	\$1,040.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	108	\$60.00	\$6,480.00	\$69.00	\$7,452.00	\$100.00	\$10,800.00	\$106.60	\$11,512.80
307-01.08	ASPHALT CONCRETE MIX (PG64-22)(BPM-B-HM) GRADING B-M2	TON	12	\$180.00	\$2,160.00	\$836.00	\$10,032.00	\$581.00	\$6,972.00	\$520.00	\$6,240.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	3	\$1,100.00	\$3,300.00	\$1,404.00	\$4,212.00	\$1,490.00	\$4,470.00	\$3,120.00	\$9,360.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	1050	\$6.25	\$6,562.50	\$9.50	\$9,975.00	\$5.00	\$5,250.00	\$5.20	\$5,460.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	484	\$190.00	\$91,960.00	\$195.00	\$94,380.00	\$220.00	\$106,480.00	\$403.00	\$195,052.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	6083	\$6.00	\$36,498.00	\$5.75	\$34,977.25	\$10.00	\$60,830.00	\$2.60	\$15,815.80
611-09.01	ADJUSTMENT OF EXISTING CATCH BASIN	EACH	2	\$4,500.00	\$9,000.00	\$3,000.00	\$6,000.00	\$3,430.00	\$6,860.00	\$1,170.00	\$2,340.00
702-01	CONCRETE CURB	C.Y.	6	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$1,300.00	\$7,800.00	\$795.60	\$4,773.60
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	50	\$75.00	\$3,750.00	\$86.00	\$4,300.00	\$113.00	\$5,650.00	\$110.50	\$5,525.00
712-01	TRAFFIC CONTROL	LS	1	\$20,000.00	\$20,000.00	\$16,500.00	\$16,500.00	\$20,000.00	\$20,000.00	\$5,460.00	\$5,460.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	69	\$50.00	\$3,450.00	\$45.00	\$3,105.00	\$42.00	\$2,898.00	\$37.05	\$2,566.45
712-06	SIGNS (CONSTRUCTION)	S.F.	135	\$11.00	\$1,485.00	\$10.00	\$1,350.00	\$9.00	\$1,215.00	\$13.50	\$1,822.50
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	12	\$20.00	\$240.00	\$24.00	\$288.00	\$23.00	\$276.00	\$38.00	\$456.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	40	\$6.00	\$240.00	\$24.00	\$960.00	\$4.50	\$180.00	\$8.00	\$320.00
713-11.01	"U" SECTION STEEL POSTS	L.B.	117	\$6.00	\$702.00	\$6.00	\$702.00	\$5.00	\$585.00	\$8.45	\$988.65

Item	Description	Unit	Quantity	Engineer		Wilson Constr Group, LLC		Adams Contract, LLC		Cadence Consulting, LLC	
				Unit Price	Total Cost	Unit Price	Total	Unit Price	Total	Unit Price	Total
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	217	\$6.00	\$1,302.00	\$6.00	\$1,302.00	\$5.00	\$1,085.00	\$10.40	\$2,256.80
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	18	\$18.00	\$324.00	\$16.00	\$288.00	\$15.50	\$279.00	\$18.00	\$324.00
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	83	\$18.00	\$1,494.00	\$19.00	\$1,577.00	\$19.00	\$1,577.00	\$24.00	\$1,992.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$548.00	\$548.00	\$3,250.00	\$3,250.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	2	\$7,500.00	\$15,000.00	\$6,600.00	\$13,200.00	\$6,580.00	\$13,160.00	\$5,100.00	\$10,200.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	28	\$32.00	\$896.00	\$32.00	\$896.00	\$26.50	\$742.00	\$163.80	\$4,586.40
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	111	\$13.00	\$1,443.00	\$17.00	\$1,887.00	\$16.50	\$1,831.50	\$18.20	\$2,020.20
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	2	\$195.00	\$390.00	\$190.00	\$380.00	\$274.00	\$548.00	\$1,560.00	\$3,120.00
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	1	\$300.00	\$300.00	\$295.00	\$295.00	\$192.00	\$192.00	\$1,560.00	\$1,560.00
716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	0.36	\$1,500.00	\$540.00	\$2,950.00	\$1,062.00	\$1,260.00	\$453.60	\$2,891.00	\$968.76
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	1729	\$1.25	\$2,161.25	\$1.95	\$3,371.55	\$1.25	\$2,161.25	\$3.90	\$6,743.10
716-13.02	SPRAY THERMO PVMT MRKNG (60 MIL) (GIN LINE)	L.M.	0.72	\$5,000.00	\$3,600.00	\$5,250.00	\$3,780.00	\$9,650.00	\$6,948.00	\$11,212.50	\$8,073.00
716-13.03	SPRAY THERMO PVMT MRKNG (60 MIL) (GIN BARRIER LINE)	L.F.	266	\$2.50	\$665.00	\$2.10	\$558.60	\$2.25	\$598.50	\$1.95	\$518.70
716-13.05	SPRAY THERMO PVMT MRKNG (60 MIL) (GIN DOTTED LINE)	L.F.	254	\$2.50	\$635.00	\$2.05	\$520.70	\$2.00	\$508.00	\$1.95	\$495.30
717-01	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$26,500.00	\$26,500.00	\$45,000.00	\$45,000.00	\$11,050.00	\$11,050.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	86	\$12.00	\$1,032.00	\$6.00	\$516.00	\$10.00	\$860.00	\$26.91	\$2,314.26
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	1106	\$5.00	\$5,530.00	\$5.00	\$5,530.00	\$9.00	\$9,954.00	\$4.25	\$4,700.50
801-02	SEEDING (WITHOUT MULCH)	UNIT	12	\$45.00	\$540.00	\$100.00	\$1,200.00	\$175.00	\$2,100.00	\$325.00	\$3,900.00
801-03	WATER (SEEDING & SODDING)	M.G.	1	\$120.00	\$120.00	\$150.00	\$150.00	\$250.00	\$250.00	\$4,160.00	\$4,160.00
805-12.02	EROSION CONTROL BLANKET (TYPE II)	S.Y.	1059	\$2.00	\$2,118.00	\$2.20	\$2,329.80	\$5.00	\$5,295.00	\$21.06	\$22,302.54

Sub Total = \$355,127.75

\$317,576.90

\$402,075.85

\$425,428.26

Bid Total = \$642,401.75

\$571,954.55

\$697,488.85

\$727,273.76

Certified Correct:

I certify that this tabulation is a correct and true representation of the bids received at the bid opening on June 25, 2026 at 3:00 PM

18



PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Matt Siniard, Parks and Recreation Director
Ben Burchfield, Public Works Director

DATE: July 8, 2026

SUBJECT: Parks Masterplan Professional Services Agreement

Background

The current Parks and Recreation Masterplan (Masterplan) was adopted in 2021. It was developed as a countywide effort that included facilities located in McMinn County as well as all cities within the county. The plan was prepared by Kimley-Horn and Associates (KHA).

The Tennessee Department of Environment and Conservation (TDEC) requires entities to maintain a Masterplan that has been updated within the previous five years to remain eligible for grant programs such as the Local Parks and Recreation Fund. This program has been used extensively by the City of Athens in the past for various projects with the most recent being the renovation and additions to Heritage Park. Because an update is required this year for the City to remain eligible for grant funding, \$85,000 was included in the FY27 Budget for the Masterplan update.

Because this work constitutes professional services, Tennessee law requires a qualifications-based selection process rather than competitive bidding. Under the City's purchasing authority and Tennessee Code Annotated, the City may negotiate a professional services agreement with a qualified firm already providing similar services to the City rather than issuing a public Request for Qualifications. Even though this approach permits negotiations with a single firm, I requested proposals from both Lose Design (Lose) and KHA earlier this year.

As mentioned above, both firms have worked on various projects for the City. Lose was the firm for recent improvements at Heritage Park, Ingleside Recreational Complex, and Cook Park. KHA is the firm currently designing Market Park and preparing the Historic Downtown Masterplan, and it also prepared the Countywide Masterplan in 2021.

I have coordinated this process with Matt, and earlier this week, he and I met with Ben to review the two proposals. It is our opinion that both firms are qualified to do the work requested. Additionally, while there are some minor differences between the proposals, both generally follow the same approach and produce substantially similar results. Another important factor to note is that both proposals



PUBLIC WORKS

appear to meet the TDEC requirements regarding the planning process and the information required to be included in the Masterplan.

After determining that both firms were qualified and that their proposals would produce substantially similar results, we compared the cost of each proposal. KHA's proposal provides the most cost-effective approach for achieving the desired outcome. Therefore, we are recommending that City Council approve the proposal from KHA to prepare the Masterplan update for a fee in the amount of \$87,950. The second proposal received was more than \$15,000 higher with no discernible difference between the quality and scope of the work to be provided.

The agreement allows for certain customary reimbursable expenses and establishes an hourly rate schedule should additional services be needed. Therefore, we are also recommending the authorization of an additional \$4,500 to be used for reimbursable expenses and additional services, if needed.

Action Item

Approve the Professional Services Agreement with Kimley-Horn and Associates in the amount of \$87,950 to update the City's Parks and Recreation Masterplan and authorize an additional \$4,500 for reimbursable expenses and additional services, if needed.

Attachments

Professional Services Agreement with KHA



July 7, 2026

Mr. Kevin L. Helms, ICMA-CM, CMFO
Project Manager
City of Athens
219 Alford St
Athens, TN 37303
khelms@athenstn.gov

**RE: *Professional Services Agreement
Planning Consultant Services to update the Parks and Recreation Master Plan
City of Athens, Tennessee***

Dear Mr. Helms:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the City of Athens, Tennessee ("City") for Planning Consultant Services for the updating of your Parks and Recreation Master Plan.

PROJECT UNDERSTANDING

The City Athens Parks and Recreation Department desires to develop their own Parks and Recreation Master Plan. Previously, the city participated as part of an overall Parks and Recreation Master Plan for McMinn County. This new master plan will provide guidance for the department over the next 5 years and will meet the minimum requirements set by TDEC.

STUDY AREA

The Study Area includes the City of Athens within its incorporated city limits.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 – Kickoff Meeting

Kimley-Horn will facilitate one (1) project kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes. This meeting will be held virtually.

Task 1.2 – SWOT Workshop

Kimley-Horn will facilitate one (1) meeting with the stakeholder group identified by the City to collect their input on the strengths, weaknesses, opportunities, and threats of the City's park system to meet TDEC's Strengths Weaknesses Opportunities, and Threats (SWOT) Analysis requirement for systemwide parks and recreation master plans.

Task 1.3 – Public Kickoff Meeting

Kimley-Horn will conduct one (1) public kickoff meeting on the same day as the SWOT analysis to introduce the Parks and Recreation Master Planning process to the community and gather broad reaching inputs on existing parks facilities as well as aspirational desires from the community. This input will be used in developing the recommendations in the Master Plan Report.

Note: The City of Athens currently has a survey regarding parks facilities that is currently active. The raw data from this survey will be provided and will become part of the Master Plan Report as part of the required public input.

Task 1.4 – Public Open House

Kimley-Horn will facilitate one (1) public engagement open house meeting to gather input on the final draft of the parks and recreation master plan as required by TDEC. Comments from this meeting will be compiled and referenced in the final report.

Task 1.5 – Final Plan Presentation

Kimley-Horn will make one (1) final presentation to the City to present the highlights of the Final Master Plan.

Task 2 – Demographics Update

Kimley-Horn will obtain publicly available demographic information, including total population, population by age segment, race and ethnicity, and income levels. Narrative and charts will depict the data presented in this task. Kimley-Horn will provide an analysis of this demographic data as it relates to the impact on Athens parks and recreation system and considerations in the development of the master plan.

Task 3 – Existing Conditions and Needs Assessment***Task 3.1 – Needs Assessment Survey***

Kimley-Horn will create a needs assessment survey that will consist of up to twenty (20) questions for citizens to provide public input for this project. This survey will be provided in an online format via Survey Monkey as well as a printed version. Kimley-Horn will provide an executive summary of the survey methodology, a description of major findings, and charts to depict highlights of the results as a section in the Master Plan report. This assessment will be combined with the SWOT analysis and potentially stakeholder interviews to occur over a two-day period.

Task 3.2 – Updated Existing Park Facilities Inventory Summary

Kimley-Horn will coordinate with the Athens Parks and Recreation staff to review and develop an updated inventory of parks, open space, and greenways owned by the City. Kimley-Horn will visit the parks listed below and provide facility assessments that will consist of facility name, existing photos, list of amenities with condition, and recommendations separated into short and long-term needs. Facility assessments will be provided for the following facilities:

- Market Park
- Knight Park
- Veterans Park
- Cook Park
- Ingleside Park
- Wetlands Trail
- Prof Powers Park
- Eureka Trail
- Eco Park
- Regional Park
- North City School Site
- Heritage Park
- Fisher Field
- Stormwater Site at Mayfield Lane
- Community Center

A brief summary outlining work that is currently planned, and recommendations for outstanding work that needs to be done will be provided with each facility.

Task 4 – Programming Analysis

Kimley-Horn will work with staff to create an existing programs section of the master plan with program names, providers, and attendance numbers provided by the Department. Kimley-Horn will compare this list of provided programs to the needs of the community identified in the outcomes of Task 3.1 above and analyze the age segment distribution and lifecycle analysis.

Task 5 – Implementation Plan

Kimley-Horn will refine and organize the needs identified in the tasks above into a series of actionable recommendations that will be organized into short, mid, and long-term goals as required by TDEC.

Kimley-Horn will refine and organize the needs identified in the tasks above into a series of actionable recommendations that will be organized into high and low priority sets in the following categories:

- Existing parks
- New facilities
- Programming
- Staffing

These recommendations will be portrayed in an Implementation Matrix that provides the following items

for each recommendation:

- Priority
- Project scope
- Potential budget impact
- Suggested funding sources

Task 6 – Master Plan Report

Kimley-Horn will prepare a summary master plan report detailing the findings and recommendations of the projects and compile the important documents and deliverables from the tasks above. The report will consist of graphics, tabular formats where feasible, and summary text that documents the process of the plan development. The plan will consist of the following sections:

- Executive Summary
- Community Involvement
- Demographic Analysis
- Facility Analysis and Recommendations
- Program Assessment
- Implementation Plan
- Conclusion

A draft plan document will be submitted to City staff for review and comment for a thirty (30) day review period. Once a consolidated set of comments are received from the City, Kimley-Horn will address these comments and revise the document. The final document will then be submitted to the City in digital PDF format.

Task 7 – Proposed Site Concepts

Kimley-Horn will prepare a high-level schematic concept plan for each city park as outlined below, along with a rough order of magnitude opinion of probable cost for planned or projected site improvements. Upon review, the Client will provide a consolidated list of revisions. Kimley-Horn will make one (1) round of revisions to create the final concept plans as part of the Master Plan.

Market Park

- Use existing Park Master Plan and OPC (developed by Kimley-Horn)

Knight Park

- Prepare a concept plan, maintaining the existing roadway configuration while improving pedestrian and mobility options in and around the park.
- Include OPC for planned improvements which would be limited due to land availability

Veterans Park

- Prepare concept plan, predominantly as-built conditions, no new facilities anticipated, but may include Eureka Trail Connector
- Include OPC

Cook Park

- Prepare concept plan, predominantly as-built conditions using plans from recent construction projects, including the planned parking improvements.
- Inclusion of an area for a future amenity that may be more clearly identified through the public process.

Ingleside Park

- Prepare concept plan with potential changes at pool, skate park, existing building, and immediately adjacent to tennis courts. (note: plans exist for recent construction, as well as additional courts which were bid but not constructed)
- Include OPC for improvements
- Pool needs to be examined closely during Task 3.2 to determine whether replacement/expansion at this site or construction at another site is appropriate
- Potential additions include tennis and/or pickleball court and replacement of existing building.

Wetlands Trail

- Prepare concept plan, predominantly as-built conditions
- Include OPC for planned improvements which would be limited due to land availability

Prof Powers Park

- Prepare concept plan based on existing conditions drawing
- Prepare detailed OPC for anticipated new and upgraded amenities
- Many facilities need to be updated if they are to remain

Eureka Trail

- Prepare concept plan with greater detail based on the Bike & Ped Masterplan
- Review and update OPC from Bike & Ped Masterplan
- Prepare additional OPC for other proposed extensions, limited additional amenities

Eco Park

- Prepare concept plan
- Include OPC for planned improvements which would be limited due to land availability, however lighting upgrades may be identified

Regional Park

- Prepare concept plan based on existing concepts, but 12 acre addition may need major updates.
- Conference center not to be included unless the location is chosen for a future community center
- Include OPC which will mostly be associated with upgrading existing amenities such as converting fields to turf or adding lights to existing fields, as identified in the above Tasks
- Newly acquired 12 acres will be the primary location of new facilities though the potential is limited due to topography

North City School Site

- Prepare concept plan, site has significant development potential and may include a new pool or community center based on evaluation and public input
- Include OPC

Heritage Park (Existing concept and blueprints from current and recent construction)

- Prepare concept plan, predominantly as-built conditions, based on existing concept and plans from current and recent construction
- Include OPC for planned improvements which would be limited due to land availability, although a new walking trail may be included.

Fisher Field

- Prepare concept plan
- Include OPC for planned improvements which would be limited due to land availability, though a new building and ADA improvements may need to be considered, as well as upgrades to existing field such as replacing existing lighting, fencing, regrading field, etc.

Stormwater Site at Mayfield Lane (Existing concept drawing and blueprints from ongoing construction)

- Prepare concept plan that will mostly be as built
- Prepare high level OPC
- Limited development potential due to land availability outside stormwater infrastructure

Community Center

- Included in concept plan for North City School or Regional Park site but needs assessment

Note: For building related improvements, national averages for construction combined with recent relevant recent experience will be used in developing the OPC's, but architectural level assessments or pricing is not included in this scope of work.

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 consistent with the hourly rates shown in the attached table. These hourly rates will be fixed for a period of 12 months from the date of execution of this scope and fee agreement. 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
- Grant writing and support
- Additional site visits beyond those outlined in the above scope
- Others as requested by the Client

SCHEDULE

The Parks and Recreation Master Plan is anticipated to take approximately 9 months to complete, but we will make all reasonable efforts to complete the Parks and Recreation Master Plan in time for the December 2026 round of LPRF funding from TDEC.

FEE AND EXPENSES

Kimley-Horn will perform the services described above for the total lump sum fee shown below, including customary reimbursable expenses. Individual task amounts are informational only.

Parks and Recreation Master Plan	Tasks 1 through 6	\$63,450
Proposed Site Concepts and OPC	Task 7	\$24,500
Total Lump Sum Fee:		\$87,950

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Athens, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Tim Hancock, AICP
Project Manager



Ben Skidmore, PE
Senior Associate

CITY OF ATHENS, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

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 in-house reproduction, postage, supplies, digital data storage and security, 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 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. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. 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 Service set forth at <https://www.khtsinc.com/terms-of-Service/> 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. An increase to this limitation 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. **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
13. **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.
14. **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.
15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$165 - \$185
Analyst II	\$195 - \$230
Professional	\$225 - \$280
Senior Professional I	\$275 - \$360
Senior Professional II	\$365 - \$450
Senior Technical Support	\$200 - \$325
Technical Support	\$110 - \$210
Support Staff	\$100 - \$160

Effective through June 30, 2027

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Matt Siniard, Parks and Recreation Director
Ben Burchfield, Public Works Director

DATE: July 8, 2026

SUBJECT: Professional Services Agreement for Cook Park Parking Improvements

Background

The City Council recently requested that City staff investigate options to add parking at Cook Park. Staff delivered three concepts each with an estimated cost to Council for review. After narrowing the possibilities, staff met with community members who have a vested interest in the park to review those options. This meeting identified a preferred option among community members, which was subsequently presented to Council at its June meeting. Council then directed staff to solicit a professional services agreement from an engineering firm to provide design and bidding services for the selected concept.

Because the Parks and Recreation Masterplan update is also being performed by Kimley-Horn and Associates (KHA), staff believes it is in the best interest of the City for the same firm to complete this project. Using a single consultant promotes consistency in park planning, improves coordination between the two efforts, reduces project startup time, and lowers overall design costs by eliminating duplication of effort. Once staff selected KHA as the firm to be recommended to Council for the Masterplan update, the firm was asked to submit a proposal to provide design and bidding services for this project.

The design and bidding documents will consist of three primary components:

- Parking area with access drive
- Add alternate parking area
- Lighting improvements for both the new and existing parking areas, as well as the primary pedestrian walkways

Both parking areas have roughly the same number of parking spaces. As a reminder, there are currently 11 parking spaces at Cook Park. The base scope of work will add approximately 14 parking spaces, including two ADA-accessible spaces. The new parking area will be served by a one-way drive entering from Wabash and exiting onto E Harper Johnson. The add alternate would provide approximately 13 additional spaces accessed from the same one-way drive.

While there may be justification for limiting the scope of construction once the costs are known, there is virtually no cost savings for reducing the scope of design. For this reason, staff recommends including the



PUBLIC WORKS

full project scope within the design services. Even if portions of the project are not constructed as part of the current phase, the completed plans can be used for future construction without requiring additional design services.

Action Item

Approve the Professional Services Agreement with Kimley-Horn and Associates in the amount of \$41,500 to provide design and bidding services for the addition of parking and lighting improvements at Cook Park.

Attachments

Professional Services Agreement with KHA

July 8, 2026

Mr. Kevin Helms
City of Athens
815 N. Jackson St
Athens, TN 37303

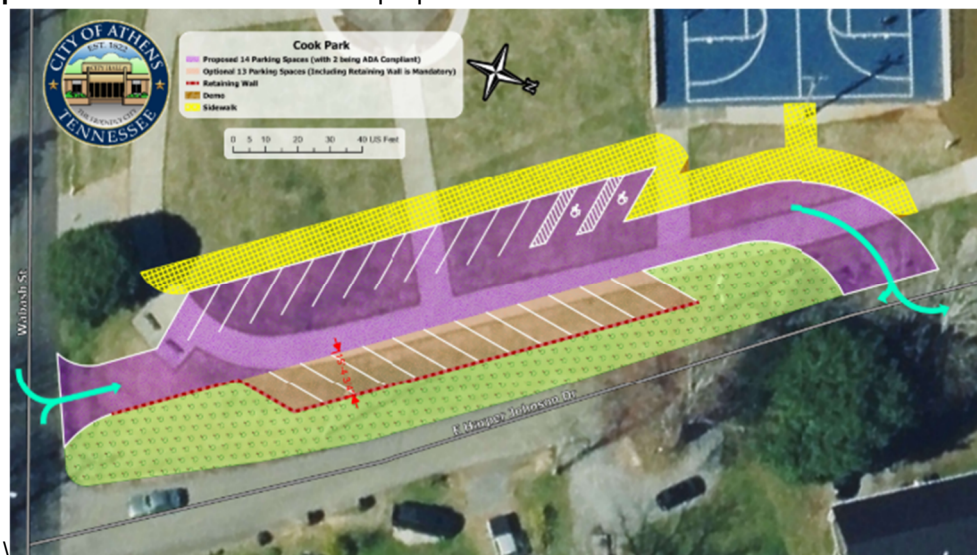
RE: Scope of Services
J.L. Cook Memorial Park – Parking Lot Design and Permitting
414 Cook Dr, Athens, TN 37303

Dear Mr. Helms,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Letter Agreement (“Scope”) to the City of Athens, Tennessee, for the J.L. Cook Memorial Park Parking Lot Design and Permitting.

PROJECT UNDERSTANDING

The proposed project is for the construction of additional parking at J.L. Cook Memorial Park in Athens, TN as outlined in the preliminary layout below provided by the Client. The proposed design scope provided by Kimley-Horn includes Parking Lot Design, Stormwater Treatment Design, Geotechnical Subgrade & Pavement Recommendations, Code Minimum Landscape Design, Electrical Routing Design, Opinion of Probable Cost (OPC), and Site Wall Design. Individual tasks are broken down in the “**Scope of Services**” Section of this proposal.



Preliminary Layout

SCOPE OF SERVICES

Task 1 – Design Development

Task 1.1 – 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 three (3) virtual project coordination meetings.
- Meeting summary for each meeting.

Task 1.2 – Schematic Design

Kimley-Horn will prepare schematic layouts for up to three (3) parking configuration alternatives. These configurations will be conceptual in nature and not include grading, utility, and landscape design beyond what is necessary to establish site constraints. Additionally, Kimley-Horn will perform preliminary coordination with the City of Athens and Athens Utility Board (AUB) to establish probable permitting requirements. It is expected that Tennessee Department of Environment and Conservation (TDEC) permitting will not be required as total land disturbance is expected to be less than one (1) acre. It is expected that Tennessee Department of Transportation (TDOT) permitting will not be required as proposed parking does not intersect with TDOT managed roads. Upon selection of a desired design path, Kimley-Horn will proceed with a Preliminary plan set for client review. It is expected that at least one (1) of the project coordination meetings outlined in *Task 1.1* will be required during this task to review and modify the Schematic Design(s).

Task 1.2 Deliverables

- Schematic Design(s) to be reviewed by City of Athens Staff.

Task 1.3 – Preliminary Plan Set

Kimley-Horn will advance the desired Schematic design from *Task 1.2* to provide a preliminary Civil Engineering Design for the parking lot layout including site layout, site grading, traffic flow direction, stormwater design, and electrical connectivity layout. The Preliminary Plan Set will be provided to the City of Athens for Review/Comment and will serve as the basis for *Task 2*.

Task 1.3 Deliverables

- Preliminary Engineering Plan Set including:
 - Demolition Plan.
 - Site Plan.
 - Grading Plan.
 - Electrical Routing Layout.

Task 1.5 – Preliminary Stormwater Design

It is understood stormwater treatment is required per the City of Athens Stormwater Ordinance. Kimley-Horn will provide a stormwater treatment design which will be shown in the preliminary grading plan and summarized in the preliminary Hydrology Report.

Task 1.5 Deliverables

- Preliminary Hydrology Report.

Task 2 – Geotechnical Evaluation

Kimley-Horn will coordinate with industry partner(s) to provide geotechnical sampling and testing to determine pavement design recommendations and suitability for treating stormwater through on-site infiltration. Geotechnical sampling and testing will be performed following *Task 1.2 - Schematic Design*.

Task 2 Deliverables

- Geotechnical report with subgrade and pavement recommendations as well as infiltration data.

Task 3 – Submittal Plan Set for Client Review

Kimley-Horn will advance the Preliminary Plans established in *Task 1* to a permitting plan set and provide an Opinion of Probable Cost (OPC) based on design.

Task 3.1 – Civil Engineering Submittal Plans

Kimley-Horn will advance the Preliminary Plans to a Submittal Set. Design advancement will be based on client feedback from the Preliminary Plan Set provided in *Task 1*. It is understood that the Client will perform plan review as progress plan sets are provided. Email of the Submittal Plan Set to the Client will constitute plan submittal.

Task 3.2 – Stormwater Design and Hydrology Report

Kimley-Horn will provide stormwater design and a hydrology report for the site. Stormwater model results will be included in the Hydrology Report. The stormwater design will be included in grading plans and details.

Task 3.3 – Landscape Plans

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

Task 3.4 – Electrical Power Connectivity Plans

Upon receiving consolidated Preliminary Plan Set comments from the Client, Kimley-Horn will prepare and submit final electrical power connectivity design plans including:

- Horizontal layout of conduits, junction boxes, distribution panels, and electrical service locations to support electrical service connection to the proposed equipment.
- Electrical plan notes.
- Conductor and conduit sizing.
- Circuit identification.

- Installation details consisting of one-line diagram and panelboard schedules.

It is understood that the lighting and photometric plans as well as pole and pole foundation design will be provided by others.

Task 3.5 – Opinion of Probable Cost (OPC)

Kimley-Horn will provide an opinion of the probable construction cost to accompany the submittal plan set. The opinion of probable construction cost will be based on 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 3 Deliverables

- Plan Set Including:
 - Cover Sheet and Project Notes.
 - Demolition Plan.
 - Site Plan.
 - Site Details.
 - Grading Plan.
 - Grading Details.
 - Erosion Control Plan.
 - Erosion Control Details.
 - Landscape Plan.
 - Landscape Details.
 - Electrical Power Connectivity Plan.
 - Electrical Power Connectivity Details.
 - Hydrology Report.
 - Opinion of Probable Cost Summary.

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 – 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. 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 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, if requested, 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.

Scope 5 – Wall Design

It is understood that parking lot design may require on site retaining wall(s). If site walls are required, Kimley-Horn will show approximate location and height of walls in *Tasks 1.2 & 1.3*. Upon client approval, Kimley-Horn will coordinate with industry partners to provide retaining wall design plans. This scope assumes Redi-Rock or segmental block wall construction.

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.
- Photometric Plans
- Site Survey
- Construction phase services
- Others as requested by the Client.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn 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 including but not limited to:

- Site Survey
- Photometric Plans

SCHEDULE

- Task 1:** 4 Weeks
- Task 2:** 4 Weeks, plus Client Review time
- Task 3:** 3 Weeks, plus Client Review time
- Task 5:** 2 Weeks
- Task 6:** 3 Weeks

FEE AND EXPENSES

Kimley-Horn will perform the services described in Tasks 1 through 6 for the Lump Sum amounts as shown. All permitting, application, and similar project fees will be paid directly by the client. Alternate services will be performed only at the request of the client.

Task Number	Fee	Type
Task 1 – Design Development	\$11,500	Lump Sum
Task 2 – Geotechnical Evaluation	\$7,000	Lump Sum
Task 3 – Submittal Plan Set	\$14,000	Lump Sum
Task 4 – Bid Phase Services	\$4,500	Lump Sum
Task 5 – Wall Design	\$4,500	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.

CLOSURE

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We appreciate the opportunity to provide these services. Please contact me at 423.298.8286 if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.



Tim Hancock, AICP
Project Manager



Ben Skidmore, PE
Vice President

Attachments: Standard Provisions

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 in-house reproduction, postage, supplies, digital data storage and security, 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 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. Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. 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 Service set forth at <https://www.khtsinc.com/terms-of-Service/> 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. An increase to this limitation 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. **Professional Liability Insurance.** Kimley-Horn will maintain a professional liability insurance policy for the Services provided by Kimley-Horn during the course of this Agreement.
13. **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.
14. **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.
15. **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.
16. **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.

17. 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.

18. 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.

19. 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.

20. 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.



PUBLIC WORKS

MEMORANDUM

TO: Bridget Roberts, City Manager

FROM: Ben Burchfield, Public Works Director

DATE: Friday, July 10, 2026

SUBJECT: Lee Erwin Signalization Design Services Proposal

Background

The Public Works Department has completed improvements to the SR-30 corridor at exit 49 over the last 12 months for improved detection; signalization modification to flashing-yellow arrows, and signal coordination to improve traffic flow during periods of increased demand. One item that was identified during the assessment, but that has yet to be completed is signalization of the intersection of Lee Erwin & Decatur Pike.

A development group completed a traffic impact assessment in summer of 2023 and determined that virtually any permutation of commercial development uses around this intersection and will need improved traffic control via signalization. Additionally, there has been continued interest in development at both immediately adjacent parcels to the intersection as well as other nearby parcels that would contribute to demand at this intersection. Interested parties have communicated that signalization would be a much-desired catalyst for continued development.

As such, Public Works Staff were requested to solicit a proposal for professional services to initiate this design in January 2026; and the proposal has been in stasis since. Council should be aware that design and construction of the signal is not currently identified within the CIP; however, it is the Department's understanding that Council will be revisiting the CIP and this would be an appropriate item to discuss whether to integrate into the CIP. Council should also understand that whether construction of improvements occurs sooner, or later, on a long enough timeline any development will drive signalization need, and this engineering work would position us to have a "shovel-ready" set of plans to construct improvements if needed assuming we do not proceed posthaste to construction after completion of bid documents.

Action Item

Review and authorize staff to execute the attached proposal for professional services to begin design of the intersection. Public Works can discuss advancement of the intersection design process and reduce or freeze certain task orders as appropriate subject to the direction Council chooses as we progress.

Related Attachments

KHA Draft Proposal
KHA Opinion of Probable Cost

COST ESTIMATE SUMMARY

COST ESTIMATE SUMMARY					
Route:	Lee Irwin Road			TN TDOT Department of Transportation	
Termini:	From Decatur Pike to existing Lee Irwin Road				
Scope of Work:	Realign and widen Lee Irwin Road, extend left turn lane onto Lee Irwin Road, construct right turn lanes on Decatur Pike				
Project Type of Work:	Realign and Widen				
County:	McMinn				
Length:	0.13 Miles				
Date:	November 11, 2025			Estimate Developed By Initial/Organization Kimley-Horn	
Estimate Type:	Design-Bid-Build				
Years Inflated:	0				
DESCRIPTION		LOCAL	STATE	FEDERAL	TOTAL
		100%	0%	0%	
Construction Items					
Removal Items		\$29,800	\$0	\$0	\$29,800
Asphalt Paving		\$173,000	\$0	\$0	\$173,000
Concrete Pavement		\$0	\$0	\$0	\$0
Drainage		\$81,000	\$0	\$0	\$81,000
Appurtenances		\$0	\$0	\$0	\$0
Structures & Contingency		\$0	\$0	\$0	\$0
Fencing		\$0	\$0	\$0	\$0
Signalization & Lighting		\$485,000	\$0	\$0	\$485,000
Railroad Crossing		\$0	\$0	\$0	\$0
Earthwork		\$38,300	\$0	\$0	\$38,300
Clearing and Grubbing		\$29,100	\$0	\$0	\$29,100
Seeding & Sodding		\$6,700	\$0	\$0	\$6,700
Rip-Rap or Slope Protection		\$0	\$0	\$0	\$0
Guardrail		\$0	\$0	\$0	\$0
Signing		\$800	\$0	\$0	\$800
Pavement Markings		\$7,800	\$0	\$0	\$7,800
Traffic Control		\$63,700	\$0	\$0	\$63,700
Construction Lines and Stakes		\$30,000	\$0	\$0	\$30,000
DESIGN-BID-BUILD & DESIGN-BUILD PERCENTAGES					
Mobilization	5%	\$42,600	\$0	\$0	\$42,600
Allowances	10%	\$85,200	\$0	\$0	\$85,200
Const. Contingency (Structures Not Included)	30%	\$294,000	\$0	\$0	\$294,000
Const. Eng. & Inspec.	10.0%	\$137,000	\$0	\$0	\$137,000
Construction Estimate - DBB & DB		\$0	\$0	\$0	\$1,500,000
Right-of-Way & Utilities		LOCAL	STATE	FEDERAL	TOTAL
		0%	0%	0%	
Right-of-Way		\$0	\$0	\$0	\$46,000
Utilities		\$0	\$0	\$0	\$0
Preliminary Engineering		LOCAL	STATE	FEDERAL	TOTAL
		0%	0%	0%	
Prelim. Eng.		\$0	\$0	\$0	\$205,000
Design-Bid-Build Project Cost		\$0	\$0	\$0	\$ 1,750,000

PAY ITEM SUMMARY

TDOT PAY ITEM	TDOT DESCRIPTION	UNIT	TOOL QUANTITIES	ADDITIONAL QUANTITIES	TOOL QUANTITIES + ADDITIONAL	Unit Price	TOTAL COST
Pavment Removal							
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	SY	1502	1600	3102	\$ 9.60	\$ 29,777.92
PAVEMENT REMOVAL TOTAL (ROUNDED)						\$	\$ 29,800
Asphalt Roads							
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	1044	175	1219	\$ 40.60	\$ 49,501.55
307-(01, 02, 03).01	ASPHALT CONCRETE MIX (All Grades) (BPMB-HM) GRADING A	TON	134	150	284	\$ 124.26	\$ 35,314.19
307-01.(20 & 21 & 22)	AGGREGATE (BPMB-HM) GRADING A-S MIX	TON	105	100	205	\$ 124.27	\$ 25,477.29
307-(01 & 02 & 03).08	ASPHALT CONCRETE MIX (ALL GRADES) (BPMB-HM) GRADING B-M2	TON	88	85	173	\$ 130.99	\$ 22,648.01
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1		1	\$ 978.20	\$ 1,054.15
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	4		4	\$ 75.90	\$ 295.22
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1		1	\$ 974.85	\$ 1,133.08
411-(01 & 02 & 03).10	ACS MIX(ALL GRADES) GRADING D	TON	164	90	254	\$ 146.95	\$ 37,304.87
PAVING TOTAL (ROUNDED)						\$	\$ 172,800
Concrete Roads							
CONCRETE RAMPS AND ROADWAYS TOTAL (ROUNDED)							
\$ -							
Drainage							
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	LF	77	250	327	\$ 137.55	\$ 45,014.61
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	CY	4		4	\$ 2,156.18	\$ 8,886.91
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB	392		392	\$ 4.08	\$ 1,598.05
611-42.02	CATCH BASINS, TYPE 42, > 4' - 8' DEPTH	EA	0	2	2	\$ 8,249.02	\$ 16,498.04
710-02	Aggregate Underdrains (with pipe)	LF	676		676	\$ 13.31	\$ 8,995.43
DRAINAGE TOTAL (ROUNDED)						\$	\$ 81,000
Appurtenances							
ROADWAY AND PAVEMENT APPURTENANCES TOTAL (ROUNDED)							
\$ -							
Earthwork & Mineral							
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	CY	1163		1163	\$ 17.18	\$ 19,980.48
203-03	BORROW EXCAVATION (UNCLASSIFIED)	CY	945		945	\$ 19.30	\$ 18,237.42
203-50	CONSTRUCTION OF HAUL ROAD	LS	1		1	\$ -	\$ -
EARTHWORK & MINERAL TOTAL (ROUNDED)						\$	\$ 38,300
Construction Lines and Stakes							
105-01	Construction Lines and Stakes	LS	1		1	\$	\$ 30,000.00
						\$	\$ 30,000
Structures							
STRUCTURES TOTAL (ROUNDED)							
\$ -							
Interchanges and Unique Intersections							
INTERCHANGES AND UNIQUE INTERSECTIONS TOTAL (ROUNDED)							
\$ -							
Lighting & Signalization							
N/A	Traffic Signal	EA	0	1.25	1.25	\$ 312,500.00	\$ 390,625.00
N/A	ITS Installation	Mi		0.094	0.094	\$ 1,000,000.00	\$ 94,000.00
LIGHTING & SIGNALIZATION TOTAL (ROUNDED)						\$	\$ 484,700
Guardrail							
GUARDRAIL TOTAL (ROUNDED)							
\$ -							
Seeding and Sodding							
801-01	SEEDING (WITH MULCH)	UNIT	51		51	\$ 65.16	\$ 3,302.83
801-01.07	TEMPORARY SEEDING (WITH MULCH)	UNIT	38		38	\$ 45.90	\$ 1,744.93
801-02	SEEDING (WITHOUT MULCH)	UNIT	38		38	\$ 42.23	\$ 1,605.42

PAY ITEM SUMMARY

SODDING TOTAL (ROUNDED)					\$	6,700
Maintenance of Traffic						
N/A	Traffic Control Cost	LS	1	1	\$	63,625.75
MAINTENANCE OF TRAFFIC TOTAL (ROUNDED)					\$	63,700
Signs						
Not Listed	Signs (Construction)	LS	1	1	\$	800
SIGNING TOTAL (ROUNDED)					\$	800
Pavement Markings						
716-12.02	ENHANCED FLAT THERMO P.M. (GIN)	LM	1.0332	1.0332	\$	7,779.95
PAVEMENT MARKINGS TOTAL (ROUNDED)					\$	7,800
Fencing						
FENCE TOTAL (ROUNDED)					\$	-
Rip-Rap						
RIP-RAP & SLOPE PROTECTION TOTAL (ROUNDED)					\$	-
Clearing and Grubbing						
201-01	Clearing and Grubbing	LS		1	\$	29,056.00
CLEAR AND GRUBBING TOTAL (ROUNDED)					\$	29,100.00
Railroad At-Grade Crossing						
RAILROAD CROSSING OR SEPARATION TOTAL (ROUNDED)					\$	-
Utilities						
UTILITIES TOTAL (ROUNDED)					\$	-
Right-of-Way						
N/A	Right-of-Way	LS	1	1	\$	46,000.00
RIGHT-OF-WAY TOTAL (ROUNDED)					\$	46,000.00



January 26, 2026

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

RE: *Professional Services Agreement*
Decatur Pike at Lee Erwin Road Intersection Improvements

Dear Mr. Burchfield:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant"), is pleased to submit this letter agreement (the "Agreement") to the City of Athens ("the Client") for professional consulting services for the above-referenced project.

PROJECT UNDERSTANDING

The City of Athens wishes to construct various improvements at the intersection of Decatur Pike (SR-30) and Lee Erwin Road (CR-172). More specifically, the improvements are understood to include:

- Installation of a new traffic signal with mast arms at the intersection
- Installation of a new underground fiber connection to the signal cabinet at the intersection of Decatur Pike and Holiday Drive
- Widening of Lee Erwin Road to three lanes from the property line between 2616 Decatur Pike and 1814 Lee Erwin Road, where the public right-of-way narrows, to the intersection of Decatur Pike and Lee Erwin Road
- Realignment of Lee Erwin Road to align with the Days Inn driveway on the opposite side of Decatur Pike
- Extension of the eastbound left-turn lane from Decatur Pike onto Lee Erwin Road
- Construction of a westbound right-turn lane from Decatur Pike onto Lee Erwin Road and a westbound right-turn lane into the proposed restaurant driveway to be constructed at 2604 Decatur Pike

Decatur Pike (SR-30) is understood to have a design speed of 55 MPH and Lee Erwin Road (CR-172) is understood to have a design speed of 20 MPH.

SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of one (1) kick-off meeting with the City of Athens staff and preparing meeting minutes.

Task 2 – Existing Conditions Survey

Task 2.1 – Field Survey

Through the use of a sub-consultant, a full engineering design survey will be completed for approximately 0.20 miles along Decatur Pike and 450' along Lee Erwin Road. The Digital Terrain Model (DTM) width will be 250' centered on the existing alignment for Decatur pike and 150' centered on the existing alignment for Lee Erwin Road. The detailed survey limits are depicted in Attachment A.

A combination of traditional ground survey methods along with mobile lidar will be used to collect topographic and roadway features. Field survey services will be used to collect underground utilities and storm and sanitary inverts. Underground utilities will be limited to 811 markings and records provided to surveyor by individual utility owners. Right-of-way (ROW) lines and property tracts will be resolved throughout the survey limits. Survey deliverables will be in OpenRoads Designer (ORD) formats per TDOT CADD standards and set to a 1"=50' scale.

Task 2.2 – Data Collection

Kimley-horn will perform up to two site visits to review the existing conditions along the corridor, check the field survey deliverable, and collect digital photography to assist with design efforts in later tasks.

Task 2 Kimley-Horn Deliverables:

1. Survey CADD files (electronic copy, Bentley ORD .dgn format)
2. Right-of-Way Acquisition table (one electronic copy, Microsoft excel format)

Task 3 – Environmental Studies

The project is located in the Hiawasse River 8-digit watershed (HUC 06020002) and in the North Mouse Creek Upper 12-digit watershed (060200021201). The North Mouse Creek is located approximately 500 feet east of the project limits. A desktop analysis based off the National Hydrography Dataset, National Wetland Inventory, topographic maps, and aerial imagery indicates that the proposed project corridor will not cross any streams or ponds.

Task 3.1 – Project Meetings and Agency Coordination

In an effort to manage the jurisdictional determination process, Kimley-Horn will coordinate as needed with the project team, the US Army Corps of Engineers (USACE), and the Tennessee Department of Environment and Conservation (TDEC). These coordination meetings will address environmental feature verification, proposed plan discussions and environmental permit coordination.

Task 3.2 – Jurisdictional Waters of the U.S. / State of Tennessee Field Studies

Kimley-Horn will Conduct field level studies to delineate the jurisdictional features on the subject site, as defined by the USACE 1987 Wetland Delineation Manual and subsequent regional supplements; Part 328 of Title 33, Code of Federal Regulations. Kimley-Horn will complete the USACE Wetland Data Forms for each representative wetland/upland sampling site. Kimley-Horn will map the wetland boundaries using (if present) and other relevant features using a Trimble GeoXT GPS Unit. Kimley-Horn will complete the Rapid Bioassessment Protocols for Use in Streams and Wadable Rivers Habitat Assessment Forms, which the USACE uses to determine mitigation credits.

A TDEC Qualified Hydrologic Professional will prepare wet weather conveyance and stream determinations, as defined by the TDEC Division of Water Pollution Control - Hydrologic Determination methodology.

Kimley-Horn will prepare a summary report describing the findings that includes the routine wetland determination data forms, Hydrologic Determination forms, Habitat Assessment forms, a photo summary, and delineation map.

Task 3.3 – Endangered Species Review

Kimley-Horn will perform initial consultation with the Tennessee Department of Environment and Conservation, Division of Natural Heritage (DNH) and the U.S. Fish and Wildlife Service (USFWS) IPaC data base to identify the likelihood of presence of threatened or endangered species along the proposed corridor and whether the project would adversely affect listed species or designated critical habitat.

Kimley-Horn will review the project area and determine the presence or absence of potential habitat for listed species identified by the DNH and the IPaC during the initial consultation. Kimley-Horn will then report findings to the FWS. If habitat is present in the project area, Kimley-Horn will initiate additional coordination with the FWS under a separate scope.

Task 3.4 – Jurisdictional Determination Report and USACE Verification

Kimley-Horn will prepare and submit documentation to request that the USACE verify the jurisdictional boundaries. Jurisdictional determination forms, wetland data forms, required maps and figures, and associated documentation will be delivered to USACE as part of this verification request. The task consists of the preparation and submittal of a Preliminary or Approved Jurisdictional Determination. The type of determination will be made following the completion of Task 3.2, and whether potentially non-jurisdictional features are evident on-site.

Task 3.5 – Hydrologic Determination Report and TDEC Verification

Kimley-Horn will prepare and submit a required Hydrologic Determination Report to TDEC Division of Water Pollution Control to verify State regulated streams and wet weather conveyances. This report will be completed by a Qualified Hydrologic Professional. Kimley-Horn will coordinate and conduct a one (1) day field verification site visit with TDEC.

Task 3 Kimley-Horn Deliverables:

1. Jurisdictional Determination Report for USACE (one electronic copy, PDF format)
2. Hydrologic Determination Report for TDEC (one electronic copy, PDF format)

Task 4 – Conceptual Design Services

Prior to the completion of Task 2, Kimley-Horn will prepare a conceptual layout of the proposed intersection improvements described above, utilizing McMinn County GIS data and aerial imagery. Kimley-Horn will submit the conceptual layout to the City for review and comment.

Task 4 Kimley-Horn Deliverables:

1. Conceptual Design Exhibit (one electronic copy, PDF format)

Task 5 – Right-of-Way Design Services

Task 5.1 – Right-of-Way Design Plans

Upon completion of Tasks 2 and 4, Kimley-Horn will prepare right-of-way design plans in accordance with TDOT's Roadway Design Guidelines and current City of Athens roadway design standards. The plans will be prepared to conform to TDOT's current ORD CADD standards and will provide appropriate detail to support right-of-way acquisition. The plans will consist of the following sheets:

- Title Sheet with Index
- Roadway Typical Sections
- Environmental Notes
- Tabulated Quantities
- Detail Sheets
- Right-of-Way Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout
- Proposed Layout
- Mainline/Sideroad Profiles
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Pavement Marking Plan
- Roadway Cross Sections
- Traffic Signal Plans
- ITS Plans

Task 5.2 – Right-of-Way Design Submittal and Review

Kimley-Horn will submit Right-of-Way design plans to the City for review and comment. Kimley-Horn will meet with the City to discuss the comments. Following this review meeting, Kimley-Horn will revise the plans based on the comments received and direction from the review meeting. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting. TDOT will then submit Right-of-Way plans to TDOT for one (1) round of review. Once comments are received from TDOT, Kimley-Horn will incorporate their comments into the plans.

Task 5.3 – Preliminary Engineer’s Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements. Kimley-Horn will utilize the current version of the Cost Estimate Tool provided by TDOT’s Traffic Design Division to prepare preliminary cost estimate.

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 opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified 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 City 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 City will be paid for as Additional Services.

Task 5 Kimley-Horn Deliverables:

1. Right-of-Way plans package (one electronic copy, PDF format)
2. Agenda and meeting minutes for design review meeting (one electronic copy, PDF format)
3. Preliminary Engineer’s Opinion of Probable Construction Cost (one electron copy, PDF format)

Task 6 – Right-of-Way Acquisition Services (Additional Service)

It is unknown at this time how many properties within the project limits will require right-of-way or easement acquisitions. A defined scope and fee estimate will be added for this task at a later date as an additional service following completion of Task 5, when the number of impacted properties is known.

Task 7 – Final Design Services***Task 7.1 – 90% Construction Plans***

Kimley-Horn will prepare 90% construction plans in accordance with TDOT’s Roadway Design Guidelines and current City of Athens roadway design standards. The plans will be prepared to conform to TDOT’s current ORD CADD standards. The plans will consist of the following sheets:

- Title Sheet
- Index and Standard Drawings
- Estimated Roadway Quantities
- Roadway Typical Sections
- General Notes
- Special Notes
- Environmental Notes
- Tabulated Quantities
- Detail Sheets
- Right-of-Way Notes
- Property Map and Right-of-Way Acquisition Table
- Present Layout
- Right-of-Way Layout

- Proposed Layout
- Mainline/Sideroad Profiles
- Driveway Profiles
- Drainage Map
- Erosion Prevention and Sediment Control Plans
- Signing and Pavement Marking Plan
- Roadway Cross Sections
- Traffic Signal Plans
- ITS Plans

Task 7.2 – 90% Construction Plans Submittal and Review

Kimley-Horn will submit 90% construction plans to the City for review and comment. Kimley-Horn will meet with the City to discuss the City's comments. Kimley-Horn will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task 7.3 – Final (100%) Construction Plans Revisions and Submittal

Following review of the 90% construction plans, Kimley-Horn will revise the plans based on up to one (1) round of comments received. Kimley-Horn will prepare a set of final (100%) construction plans to the City for approval and bidding. The final construction plans will be signed and sealed by a State of Tennessee licensed Professional Engineer.

Task 7.4 – Final Engineer's Opinion of Probable Construction Cost

Kimley-Horn will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

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 opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified 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 City 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 City will be paid for as Additional Services.

Task 7.5 – Final Design Permitting

Due to Decatur Pike being a state route (SR-30), a TDOT Highway Entrance Permit will be required. Kimley-Horn will prepare the application for this permit and submit the application and construction plans to TDOT. If comments are received, Kimley-Horn will revise the plans based on the comments received and resubmit. Up to one (1) review cycle is assumed for this scope. If additional review cycles are required, they will be considered additional services. Once permits are approved, Kimley-Horn will submit all plan documentation to the City.

Task 7 Kimley-Horn Deliverables:

1. 90% construction plans for City review (one electronic copy, PDF format)
2. Agenda and meeting minutes for design review meeting (one electronic copy, PDF format)
3. Final sealed plans for bidding (one full-size hard copy, two half-size hard copies, and one electronic copy, PDF format)
4. Final engineer's opinion of probable construction cost (one electronic copy, PDF format)
5. TDOT Highway Entrance Permit Application (one electronic copy, PDF format)

Task 8 – Environmental Permitting***Task 8.1 – Stormwater Pollution Prevention Plan (SWPPP)***

Kimley-Horn will prepare and submit the Storm Water Pollution Prevention Plan (SWPPP) permit documents required by TDEC for the land disturbance activities associated with this project. The SWPPP will consist of drawings and a technical narrative describing erosion and sediment control measures that should be implemented during construction to reduce the negative downstream impacts due to pollutant run-off related to construction activities.

Kimley-Horn will submit the SWPPP document to TDEC for review. Kimley-Horn will revise the SWPPP document in accordance with comments received from TDEC and will resubmit a final SWPPP document to TDEC for approval. The City of Athens shall be responsible for all permitting and review fees associated with this task.

Task 8.2 – NPDES Permit Application

Based on the assumed impact of the project improvements on the surrounding environment, it is assumed that a National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity will be required for the project. Kimley-Horn will prepare the NPDES General Permit application and will submit it to TDEC along with the approved SWPPP document for processing by TDEC.

Preparation of technical studies or applications for other project-specific environmental permits are not part of this task. If additional environmental permits are required by TDEC, USACE, or any other agency, those permits can be provided by Kimley-Horn in accordance with Additional Services clause of this agreement.

Task 8 Kimley-Horn Deliverables:

1. Draft Project SWPPP (one electronic copy, PDF format) to Client and TDEC
2. Final Project SWPPP (one electronic copy, PDF format) to Client and TDEC
3. NPDES Permit Application (one electronic copy, PDF format) to Client and TDEC

Task 9 – Utility Coordination***Task 9.1 – Early Utility Coordination***

Upon receiving a notice to proceed, Kimley-Horn will provide a notification to the potentially affected utility owners along the project corridor. The notification to each utility owner will consist of project map and a letter requesting that the utility company review the project map to determine if they own facilities within the project limits. The letter will request a written response from each utility.

Task 9.2 – Final Utility Coordination

Upon completion of Task 5, Kimley-Horn will submit Right-of-Way Plans to the identified utility owners within the project limits. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request preliminary relocation plans from each utility and will also request that the utility company identify any private utility easements that fall within the project limits but are not shown on the Right-of-Way plans.

Kimley-Horn will prepare for and host a utility coordination meeting as part of this task. Known impacted utility companies will be invited to attend a coordination meeting to discuss potential utility relocations within the project limits. Kimley-Horn will document the discussions and decisions made during the meeting and distribute to the meeting attendees. Utility Owners will be responsible for identifying utility conflicts within the project limits and the design and relocation of their utilities.

During the Final Design phase, if there are any changes made to the proposed design plans that will impact final utility relocation plans, Kimley-Horn will submit the revised plans to the utility owners. Via this task, utility companies will also be invited to attend the final plans review meeting.

Kimley-Horn will not perform any utility relocation design services as part of this task. It is assumed that each utility owner will design, provide plans for, and construct their utility relocations.

Task 10 – Bid Phase Services***Task 10.1 – Proposal Contract Preparation***

Kimley-Horn will prepare a proposal contract in accordance with TDOT and City of Athens standards. Kimley-Horn will prepare technical specifications for those items that are not covered by TDOT or City of Athens specifications. The remainder of the technical specifications will be based upon TDOT's Standard Specifications for Road and Bridge Construction or will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, and required special provisions. The proposal contract will be submitted to the City of Athens for review and Kimley-Horn will revise the proposal contract based on up to one (1) round of comments received.

Task 10.2 – Bid Assistance

Kimley-Horn will attend one pre-bid meeting with the City and potential bidders and respond to questions that arise during the bidding process. Kimley-Horn will attend the bid opening and summarize and tabulate contractor bids. Kimley-Horn will submit bid tabulation documentation and recommendations for bid acceptance or rejection to the City.

Task 10 Kimley-Horn Deliverables:

1. Draft Proposal Contract (one electronic copy, PDF format)
2. Final Proposal Contract (one electronic copy, PDF format)
3. Responses to bidder questions (one electronic copy, PDF format)
4. Bid tabulations documentation (one electronic copy, PDF and Excel formats)

Task 11 – Construction Phase Services

Kimley-Horn will provide limited Construction Support Services for the Client and will provide the appropriate office staff required to assist the Client as outlined in the subtasks below. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a 6-month duration.

Task 11.1 – Shop Drawings and Submittals

Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings and Submittals, but only for conformance with the Contract Documents. Such review and approvals or other actions will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules or procedures of construction or to related safety precautions and programs. A maximum amount of ten (10) submittals is assumed for this task.

Task 11.2 – Requests for Information (RFIs)

Kimley-Horn will respond to Contractor Requests for Information (RFIs) and provide periodic on-site visits to address construction issues as directed by the Client. These efforts will consist of preparation and documentation time associated with each activity. A maximum amount of five (5) RFIs is assumed for this task.

Task 11.3 – Minor Design Modifications

Kimley-Horn staff will evaluate requests for minor design modifications initiated either by the Client or the Contractor. If appropriate, Kimley-Horn will prepare minor design addenda to document and clarify resulting contract change orders. A maximum amount of three (3) minor design revisions is assumed for this task.

A defined scope and fee estimate for additional construction phase services tasks listed below will be added for this task at a later date during the final design phase.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client 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:

- Pre-Construction and Pre-Erosion Conference
- Project Administration
- Construction Phase Utility Coordination
- Supplemental Agreements and Change Orders
- Quality Assurance, Materials Testing, and Geotechnical Consultation
- Progress Payments
- Distribution of Correspondence
- Observation of Work
- Additional traffic data collection
- Additional traffic engineering analyses

- Traffic signal timing
- Design services should the Project Understanding be modified from the assumptions documented in this Scope of Services
- Professional services should the project scope exceed those documented in this Scope of Services
- Attendance at meetings outside of those documented in this Scope of Services
- Others as requested by the City

SCHEDULE

Once given notice to proceed, Kimley-Horn will complete the services listed in Tasks 1 –11 based upon a schedule to be mutually determined by Client and Consultant.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 11 for the total lump sum fee below.

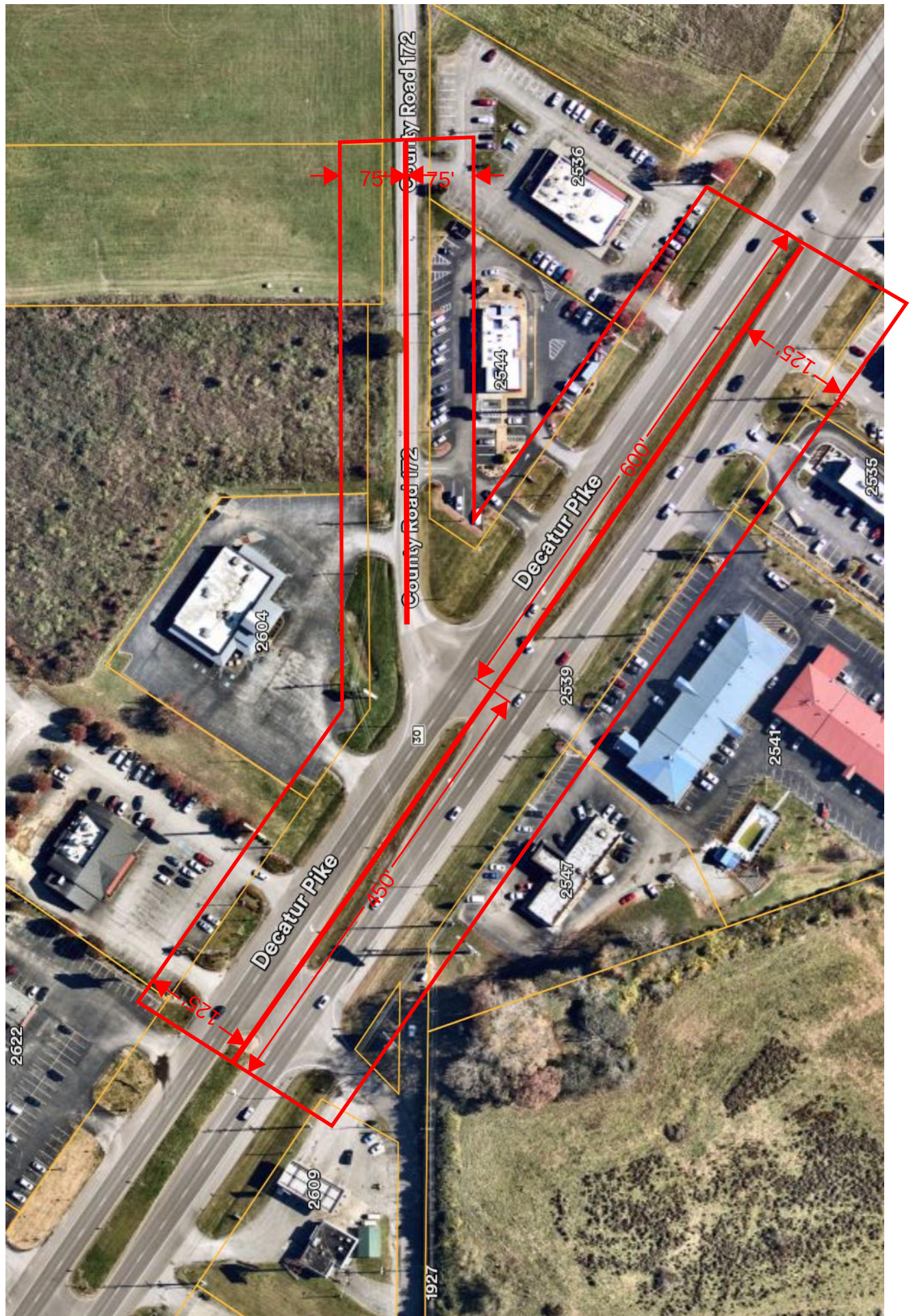
Task 1 – Project Management	\$15,100
Task 2 – Existing Conditions Survey	\$50,800
Task 3 – Environmental Studies	\$17,400
Task 4 – Conceptual Design Services	\$9,500
Task 5 – Right-of-Way Design Services	\$86,100
Task 6 – Right-of-Way Acquisition Services	TBD
Task 7 – Final Design Services	\$60,900
Task 8 – Environmental Permitting	\$9,700
Task 9 – Utility Coordination	\$10,200
Task 10 – Bid Phase Services	\$18,500
Task 11 – Construction Phase Services	\$16,100

Tasks Total Lump Sum:	\$294,300
-----------------------	-----------

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Kimley-Horn will perform the services described in Additional Services on a labor fee plus expense basis. Effort associated with Additional Services will not be performed without authorization from the City.

Fees and expenses 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 30 days of your receipt of the invoice.





PUBLIC WORKS

TO: Bridget Roberts, Interim City Manager

FROM: Kevin L. Helms, Project Manager

Cc: Ben Burchfield, Public Works Director
Brandon Ainsworth, Fire Chief

DATE: July 10, 2026

SUBJECT: Proposal for Special Inspections Related to Construction of Fire Station #3

Background

There are numerous special inspections required throughout the course of construction. These inspections extend beyond the scope of services performed by the City's Building Inspectors and must be conducted by qualified third-party testing agencies.

Following the award of the construction contract, the project plans were submitted to UES to prepare a proposal for the required construction materials testing and special inspection services. The initial proposal included several inspections that will be performed by the City's Building Inspectors. After consultation with Nora Cardin and the engineering representatives from Wold Architects and Engineers, the City requested that those inspections be removed from the proposal. The attached revised proposal reflects this reduced scope of work.

Multiple proposals were not requested because UES previously performed the geotechnical investigation for the project site and is already familiar with the subsurface conditions. The firm conducted the geotechnical testing before the City purchased the property to evaluate its suitability for construction of the proposed fire station. Maintaining continuity with the same firm is expected to improve coordination and efficiency throughout construction.

The proposed fee of \$48,475 is an estimated total based on the anticipated scope of services. Individual testing and inspection services are itemized within the fee schedule and the Opinion of Probable Cost, and the City will only be billed for the services actually performed during construction at the unit rates identified in the proposal.

Recent proposals for similar services on other projects have not exceeded the threshold requiring City Council approval, which is why Councilmembers may not recall approving similar agreements in the past. Due to the size and complexity of the Fire Station #3 project, combined with increases in the cost of testing and inspection services, this proposal exceeds that approval threshold.



PUBLIC WORKS

Action Item

Approve the Proposal for Construction Materials Testing and Special Inspections Services submitted by UES for the construction of Fire Station #3 in the estimated amount of \$48,475, with compensation based on the actual services performed at the unit rates identified in the proposal.

Related Attachments

UES Proposal No. A26110.00402, Rev. No. 1.

July 9, 2026

City of Athens
815 North Jackson Street
Athens, TN 37303

ATTENTION: Kevin Helms, ICMA-CM, CMFO
khelms@athenstn.gov

Subject: **PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES**
Athens Fire Station No. 3
Athens, Tennessee
UES Proposal No. A26110.00402, Rev. No. 1

Dear Mr. Helms:

UES Professional Solutions 18, LLC (UES) appreciates the opportunity to submit this proposal for the above-referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work, and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT DESCRIPTION

Based on our email correspondence with you on Thursday June 18, 2026, we understand that a new fire station building and associated infrastructure will be constructed at the site to be located at 300 Elizabeth Street in Athens, Tennessee. A copy of the project plans titled *Athens Fire Station No. 3*, developed by Wold Architects and Engineers, dated April 24th, 2025, were provided at the time of this proposal.

We understand that our scope of services for this project will include construction materials testing and inspections associated earthwork, infrastructure, and construction of the proposed new structure. We anticipate the structure to be a combination of cast in place concrete, pre-cast concrete, and masonry framing supported with conventional shallow foundations. The proposed scope of work is based on our experience with providing these services on similar construction in the past.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, UES proposes to offer the following services as part of this proposal:

Laboratory Testing: Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

Proofrolling Observations: Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

Field Density Testing: Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

Foundation Excavation Observations: Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a UES project manager, recommendations will be provided for any foundation subgrade repair, if needed.

Please be aware that foundation excavation evaluations will address bearing capacity only and does not address the potential for, or magnitude of, settlement of the foundations.

Reinforcing Steel Observations: Our personnel can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.

Fresh Concrete Testing: During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.



Masonry Wall Construction Observations: Our personnel can observe masonry wall construction on a periodic basis (as directed and coordinated by your onsite representative) and document block size and placement; and reinforcing steel size, spacing, location, lap lengths, and general orientation.

Grout Testing: During grout placement in masonry walls, our personnel can sample and cast representative samples. After the initial curing on site, the samples will be transported to our laboratory for additional curing and compressive strength testing.

Observations during MSE Wall Construction: Our personnel can observe the installation of the retaining wall during construction. Our services will include observing and documenting the various retaining wall components (i.e., geogrid, segmental blocks, backfill placement) and documenting whether or not they are installed in general accordance with the retaining wall design plans. We will need direction from you, as to whether these observations are provided on a periodic or full-time basis.

Field Density Testing of Basestone: After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

Reporting: At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a UES project manager, and issued in a typed format.

LABORATORY ACCREDITATION

UES participates and maintains AASHTO Accreditation through the re:source and CCRL certification programs. This accreditation confirms our laboratory meets or exceeds the requirements outlined in ASTM E329 for materials testing and inspection laboratories. Confirmation of our accreditation is shown on the re:source website at <http://www.aashtoresource.org>.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.



CLIENT RESPONSIBILITIES

We request that you provide the following information to UES:

1. Please forward a copy of the project plans and specifications to UES prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, UES will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

FEES

UES proposes to perform the scope of services discussed above on a unit rate basis. Based on the scope of work requested, assumed schedule and the quantities and rates shown on the attached OPC, we estimate our fee will be on the order of **\$48,475**. This is not a lump sum price, and our services are dependent on the contractor's schedule and the number of trips requested by the contractor. Please verify that our assumptions and/or quantities are consistent with the contractor's schedule. The actual cost of our services will be dependent on the construction schedule, the number of trips requested, and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

Since UES will be on-site only when requested by your appointed representative, your project superintendent will have ultimate control over the project efficiency and cost of the materials testing services.

CONTRACT

Our Agreement for Services Form is incorporated as part of this proposal. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.



If this proposal is transmitted to you via email, and/or if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to UES that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSURE

Again, thank you for the opportunity to be of service to you on this project. If you should have any questions, or need any further information, please do not hesitate to contact us.

Sincerely,
UES Professional Solutions 18, LLC



Matthew Flores, P.E.
Senior Project Manager



Brian A. Edmondson, P.E.
Chattanooga Construction Services Manager

Attachments: Fee Schedule
Opinion of Probable Cost (OPC)
Agreement for Services



FEE SCHEDULE

A. PERSONNEL

1. Engineering Technician, *per hour	\$ 55.00
2. Senior Engineering Technician, *per hour	\$ 65.00
3. Metals Technician, per hour	\$ 100.00
4. Staff Professional, per hour	\$ 100.00
5. Registered Engineer, per hour	\$ 145.00
6. Senior Registered Engineer, per hour	\$ 175.00
7. Trip Charge, per round trip	\$60.00
8. Drafting Services, per hour	\$ 75.00
9. Administrative Assistant, per hour	\$ 50.00

B. LABORATORY

1. Moisture Content, each	\$ 15.00
2. Atterberg Limits, each.....	\$ 100.00
3. Proctor Compaction Test:	
a.) Standard Methods, each.....	\$ 175.00
4. Stone Proctor Compaction Test – Standard, each	\$ 225.00
5. Concrete Cylinder Compression Test, per cylinder cast	\$ 20.00
6. Masonry Mortar and Grout Testing, per sample cast	\$ 30.00
7. Asphalt Core Thickness and Unit Weight, per core	\$ 50.00

Note: Additional project specific tests will be priced upon request

C. SPECIAL EQUIPMENT CHARGES

1. Nuclear Gauge, per site visit	\$ 50.00
2. Floor Profilometer, per day.....	\$ 250.00
3. Asphalt Coring Machine, per day	\$ 250.00
4. Rental Equipment/Subcontracts.....	Cost + 15%

*Overtime - Time over 8 hours per day, plus Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

Notes:

All personnel time is portal to portal.





OPINION OF PROBABLE COST							
Estimated Cost for Construction Materials Testing and Special Inspection Services							
Project Name: Athens Fire Station No. 3							
UES Project Number: A26110.00402, Rev. No. 1							
Project Tasks		Task Code (for Rate)	Unit Rate	Remarks		Units Estimated	Estimated Cost
Project Manager/Engineering Sup/Admin							
	Administrative		\$50.00	18	weeks at 2 hours/week	36	\$1,800.00
	Drafting		\$75.00		weeks at hours/week	0	\$0.00
	Staff Professional		\$100.00		weeks at hours/week	0	\$0.00
	Staff Engineer		\$145.00		weeks at hours/week	0	\$0.00
	Project Manager/ Project Engineer (P.E.)		\$145.00		weeks at hours/week	0	\$0.00
	Sr. Project Manager/ Senior Engineer (P.E.)		\$175.00	18	weeks at 1 hours/week	18	\$3,150.00
	Principal Engineer (P.E.)		\$200.00		weeks at hours/week	0	\$0.00
	Report Charge		\$20.00				\$0.00
						SUBTOTAL	\$4,950.00

Soil, Concrete, Asphalt, Masonry Testing						
Subgrade Evaluations/Proofroll	Staff Professional	\$100.00	2 visits at 4 hours/visit	8	\$800.00	
Earthwork Observations and Density Testing	Earthwork Observations and Density Testing	\$55.00	3 weeks at 40 hours/week	120	\$6,600.00	
OT Rate Earthwork Observation and Density Testing	Overtime	\$82.50	weeks at hours/week	0	\$0.00	
Utility Observation and Compaction Testing	Earthwork Observations and Density Testing	\$55.00	2 weeks at 10 hours/week	20	\$1,100.00	
OT Rate Utility Observation and Compaction Testing	Overtime	\$82.50	weeks at hours/week	0	\$0.00	
Slab Pre-Pour Inspection	Staff Professional	\$100.00	visits at hours/visit	0	\$0.00	
Concrete Sampling and Testing	Concrete Sampling and Testing	\$55.00	10 visits at 6 hours/visit	60	\$3,300.00	
Concrete Sample Pick Up	Concrete Sampling and Testing	\$55.00	10 visits at 4 hours/visit	40	\$2,200.00	
OT Rate Concrete Sampling and Testing	Overtime	\$82.50	visits at hours/visit	0	\$0.00	
Floor Flatness and Levelness Testing	Staff Professional	\$100.00	visits at hours/visit	0	\$0.00	
Anchor Bolt Observation and Testing	Staff Professional	\$100.00	visits at hours/visit	0	\$0.00	
Masonry Observation	Staff Professional	\$100.00	12 visits at 4 hours/visit	48	\$4,800.00	
Grout and Mortar Sampling and Testing	Concrete Sampling and Testing	\$55.00	12 visits at 6 hours/visit	72	\$3,960.00	
Grout and Mortar Sample Pick Up	Concrete Sampling and Testing	\$55.00	12 visits at 4 hours/visit	48	\$2,640.00	
OT Rate Grout and Mortar Sampling and Testing	Overtime	\$82.50	visits at hours/visit	0	\$0.00	
Basestone Subgrade Observation, Proofroll	Staff Professional	\$100.00	2 visits at 4 hours/visit	8	\$800.00	
Basestone Observation and Testing	Earthwork Observations and Density Testing	\$55.00	2 visits at 4 hours/visit	8	\$440.00	
OT Rate Basestone Observations and Testing	Overtime	\$82.50	visits at hours/visit	0	\$0.00	
Asphalt Observation and Testing	Asphalt Observations and Testing	\$55.00	visits at hours/visit	0	\$0.00	
OT Rate Asphalt Observation and Testing	Overtime	\$82.50	visits at hours/visit	0	\$0.00	
				SUBTOTAL	\$26,640.00	

Shallow Foundations/Rebar Inspections						
Shallow Foundation Observations	Staff Professional	\$100.00	8 visits at 4 hours/visit	32	\$3,200.00	
Reinforcing Steel Observations	Staff Professional	\$100.00	8 visits at 4 hours/visit	32	\$3,200.00	
				SUBTOTAL	\$6,400.00	

Structural Steel Inspections/NDT						
Structural Steel Observations	Structural Steel Inspector	\$100.00	visits at hours/visit	0	\$0.00	
Structural Steel NDT	Structural Steel Inspector	\$100.00	visits at hours/visit	0	\$0.00	
				SUBTOTAL	\$0.00	

Lab Services - Concrete/Grout/Mortar						
CON Compressive Strength Test for 4" or 6" Cylinders (ASTM C39)		\$20.00		50	\$1,000.00	
CON Compressive Strength Test of Mortar/Grout Samples (ASTM C109, field cast specimens)		\$30.00		48	\$1,440.00	
				SUBTOTAL	\$2,440.00	

Lab Services - Soils & Aggregate Testing						
SOIL Standard Proctor Test Soil (ASTM D698)		\$175.00		1	\$175.00	
SOIL Modified Proctor Test Soil (ASTM D1557)		\$225.00		1	\$225.00	
SOIL Atterberg Limits (ASTM D4318)		\$100.00		1	\$100.00	
SOIL Moisture Content (ASTM D2216)		\$15.00		1	\$15.00	
				SUBTOTAL	\$515.00	

Lab Services - Other						
Nuclear Gauge		\$50.00		27	\$1,350.00	
Trip Charge V		\$60.00		103	\$6,180.00	
				SUBTOTAL	\$7,530.00	
					\$48,475.00	

All services provided will need to be scheduled 24 hours in advance.						
Overtime is defined by time in excess of 8 hours per day, Saturdays, and before 8:00 AM and after 5:00 PM .						
Overtime is billed at 1.5 times applicable rate. A minimum of 4 hours per trip will be billed for any services rendered during construction.						
Any serices provided on Sundays or Legal Holidays will be billed at 2 times applicable rate.						



STANDARD AGREEMENT FOR SERVICES AND GENERAL TERMS

Project Name and Location Athens Fire Station No. 3 – Athens, Tennessee (the "Project")

Proposal No. and Date A26110.00402 Rev. No. 1 dated July 9, 2026 Fee: (See Proposal)

FOR PAYMENT OF INVOICES:

Firm _____ Phone No. _____

Address _____

_____ Zip Code _____ Email _____

Attention _____ Title _____

REPORT DISTRIBUTION:

Firm _____ Firm _____ Firm _____

Email _____ Email _____ Email _____

Attn: _____ Attn: _____ Attn: _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal and the General Terms printed on the back of this page are:

Accepted this _____ day of _____, 2026

(the "Client")
Individual, firm or corporate body name

Signature of authorized representative

Name of authorized representative and title

GENERAL TERMS AND CONDITIONS

SECTION 1: BINDING AGREEMENT

1.1 By accepting the Proposal, Client accepts and agrees to be bound by all terms set forth in the Proposal and these General Terms and Conditions and any applicable addendum attached hereto. Client acknowledges and agrees that these General Terms and Conditions include certain state-specific terms and conditions that are applicable based on the location where the Services (as hereinafter defined) are to be performed. Attached hereto are State-Specific Addenda, each corresponding to a particular state or region.

1.2 If the Services are performed in Florida, Texas, California, Nevada, Oregon, Washington or Arizona, the State-Specific Addendum attached hereto is incorporated into and made a part of these General Terms and Conditions.

1.3 In the event of any conflict between these General Terms and Conditions and the terms of the applicable State-Specific Addendum, the terms of the State-Specific Addendum shall govern and control for Services performed in that state or region.

1.4 The Proposal and these General Terms and Conditions (collectively, the "Agreement") represent and contain the entire and only agreement and understanding among UES Professional Solutions, LLC, a Florida limited liability company and its affiliates (the "Company") and Client with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties.

SECTION 2: SERVICES

2.1 The Company is responsible for providing the services described under the Scope of Services ("Services") of the Proposal to which these General Terms and Conditions form a part. The term "the Company" as used herein includes all the Company's agents, employees, professional staff, and subcontractors.

2.2 The Company shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written addendum or change order (collectively, "Change Order") to the Agreement agreed to by the Company and Client, and only to the extent set forth in that Change Order.

2.3 The Company shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

2.4 The Company shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration ("OSHA")), and other materials necessary to provide the Services. The Company, at its sole discretion, may retain subcontractors or other third parties to assist it in the provision of the Services.

2.5 The terms "Project" and "Site" as used interchangeably in these General Terms and Conditions refer to the land and/or construction project on which or to which the Company is to provide Services under this Agreement.

2.6 The Company shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

SECTION 3: PROFESSIONAL STANDARD OF CARE

3.1 The Company will provide its Services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES THE COMPANY PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM OR CHANGE ORDER, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

3.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any hazardous substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST THE COMPANY, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE COMPANY HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS.

3.3 The Company will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to, or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

3.4 Execution and delivery of this Agreement by the Company is not a representation that the Company has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services.

3.5 Client's payment in full of the amount owed for Services rendered shall be taken to mean that Client is satisfied with and has accepted the Company's Services.

SECTION 4: RESPONSIBILITIES

4.1 Client is responsible for providing the Company with a clear understanding of the project's nature and scope. Client shall supply the Company with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow the Company to properly complete the Services. Client assumes all liability for information not provided to the Company that may affect the quality or sufficiency of the Services.

4.2 Client acknowledges that the Company's responsibilities in providing the Services is limited to those services described in the Proposal, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those Services. Such duties may include, but are not limited to, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for the Company's provision of the Services.

SECTION 5: SITE ACCESS AND SITE CONDITION

5.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for the Company to perform the Services and will notify all affected persons and entities in writing of the Company's presence. The access shall be adequate to allow the Company to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. The Company shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services. If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant the Company lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and any facilities located thereon and are necessary to perform the Services. The Company reserves the right to delay, without penalty, any Site visit and the provision of Services if a site access agreement, in the Company's reasonable judgment and discretion, would impose conditions, liabilities or risks on the Company in excess of those set forth in these General Terms and Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, RELEASE, AND HOLD THE COMPANY, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (THE "COMPANY INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ALLEGED BY THE SITE OWNER OR THE SITE OWNER'S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM THE COMPANY'S PERFORMANCE OF SERVICES AT SUCH SITE.

5.2 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for the Company to provide the Services. The Company shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and lawful work rules for the Site. As required by applicable laws, the Company will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. The Company shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it

may observe. If the Company encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. The Company shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, the Company shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA, unless otherwise identified in the Proposal.

5.3 Client is responsible for accurately identifying to the Company in writing the existence and location of all subterranean structures and utilities on or affecting the Site and the Services. The Company will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize the Company to conduct applicable private utility identification and clearance requirements on behalf of Client.

5.4 Unless otherwise stated in the Proposal, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If the Company encounters materially different conditions at the Site, the Company shall inform Client, and a Change Order shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 6: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

6.1 Client represents it has informed the Company of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided the Company with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

6.2 For purposes of the Agreement and these General Terms and Conditions, the term “Hazardous Substances” includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

6.3 Except to the extent required by law, the Company shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

6.4 **FOR ENVIRONMENTAL INVESTIGATION, GEOTECHNICAL AND REMEDIATION PROJECTS**, the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating a Change Order. Although unlikely, Client acknowledges that such a discovery of Hazardous Substances may make it necessary for the Company to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate the Company for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

6.5 **FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION PROJECTS**, all substances on, in, or under Site, or obtained from Site as samples or as byproducts of the sampling process, shall be Client’s property. The Company shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. The Company may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the “generator” of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as “generator” of any waste material associated with the Services. Further, Client agrees that the Company is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

FOR GEOTECHNICAL PROJECTS, all substances on, in, or under the Site, or obtained from the Site as samples or as byproducts of the sampling process, shall be Client’s property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the “generator” of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as “generator” of any waste material associated with the Services. Further, Client agrees that the Company is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, the Company shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that the Company is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

6.6 The Company shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

6.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD THE COMPANY INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES AND CONSULTANTS’ FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) THE COMPANY’S DISCOVERY OF OR ITS EMPLOYEES’ OR SUBCONTRACTORS’ EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT’S NEGLIGENCE ACTS, OMISSIONS OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES THE COMPANY IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) THE COMPANY IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) THE COMPANY IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT THE COMPANY ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT’S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 7: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

7.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than the Company subcontractors), such Services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

7.2 The Company shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client’s designers or contractors to comply with their contractual obligations.

7.3 Neither the activities of the Company pursuant to this Agreement, nor the presence of the Company or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon the Company any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

7.4 Client is responsible for scheduling all inspections and construction materials testing (“CMT”) activities of the Company. The Company will not be responsible for tests and inspections that it does not perform due to Client’s failure to timely schedule work. Client shall at the time of execution of the Agreement provide the Company with a proposed schedule for tests and inspections the Company shall perform. Client will give reasonable notice of all changes to that schedule. The Company shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 8: BILLING AND PAYMENT

8.1 The Company will submit invoices to Client monthly or upon completion of Services. Invoices will show charges for different personnel and expense classifications. Partially completed items of work for which a fee has been specified may be billed based upon the percentage of completion as estimated by the Company. Reimbursable expenses, those outside of the scope of the proposed Services, will be charged to the Client at cost plus an applicable fee. Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of the lesser of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If the Company incurs any expenses to collect overdue billings on invoices, the sums paid by the Company for reasonable attorneys' fees, court costs, the Company's time, the Company's expenses, and interest will be due and owing by the Client. Client agrees that the Company may refuse to release to Client any reports, findings, data, and other work product until it has been paid in full for Services rendered.

SECTION 9: OWNERSHIP AND USE OF DOCUMENTS; INTELLECTUAL PROPERTY

9.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, as instruments of service, shall remain the property of the Company. Neither Client nor any other entity shall change or modify the Company's instruments of service. The Company disclaims any and all responsibility and liability for problems that may occur during implementation of the Company's plans, specifications, or recommendations when Company is not retained to observe such implementation. The Company will retain all pertinent records relating to the Services for a period of "five years or such longer period" of time required by applicable accrediting agency, unless specified in the Scope of Services following submission of the report or completion of the Services, during which period the records will be made available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of the Company's employees to assemble and transmit those documents.

9.2 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Company, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of the Company. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and instruments of service may be disclosed, and for which a separate fee will be charged. The Company shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and CLIENT SHALL RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY FROM ANY LOSSES ARISING FROM OR RELATED TO SUCH UNAUTHORIZED DISCLOSURE, ATTRIBUTION OR RELIANCE. Client is the only entity to which the Company owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

9.3 The Company shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by the Company prior to the date of this Agreement or created or modified by the Company during the provision of the Services.

9.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 10: RISK ALLOCATION AND INDEMNIFICATION

10.1 CLIENT AGREES THAT THE COMPANY'S LIABILITY FOR ANY DAMAGE ON ACCOUNT OF ANY BREACH OF CONTRACT, ERROR, OMISSION, OR PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED THE GREATER OF \$50,000 OR THE COMPANY'S FEE. If Client prefers to have higher limits on contractual or professional liability, the Company agrees to increase the limits up to a maximum of (i) \$1,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of five percent of the total fee for Services or \$1,000.00, or (ii) \$2,000,000.00 upon Client's written request at the time of accepting the Proposal provided that Client agrees to pay an additional consideration of the greater of ten percent of the total fee for Services or \$2,000.00. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional contractual or professional liability insurance.

10.2 CLIENT SHALL NOT BE LIABLE TO THE COMPANY AND THE COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF USE, AND LOST SAVINGS) INCURRED BY EITHER PARTY DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THE FAULT, OR WHETHER IT WAS COMMITTED BY CLIENT OR THE COMPANY, THEIR EMPLOYEES, AGENTS, OR SUBCONTRACTORS; OR WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR ANY OTHER CAUSE OF ACTION.

10.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

10.4 Subject to the provisions of the limitation of liability described in this Section, Client and the Company each agree to indemnify and hold harmless the other party and the other party's affiliated companies, officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are legally determined to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services. If claims, losses, damages, and judgments are legally determined to be caused by the joint or concurrent negligence of Client and the Company, they shall be borne by each party in proportion to its negligence.

10.5 Notwithstanding any other term or provision in this Agreement, in recognition of the relative risks, rewards and benefits of the work being performed by the Company to both the Client and the Company, the risks have been allocated such that the Client agrees and acknowledged that, to the fullest extent permitted by law, the total liability of the Company to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes of action whatsoever, whether arising out of contract, negligence, strict liability in tort, or warranty, shall not exceed the amount specified in Section 10 of the General Terms and Conditions.

SECTION 11: INSURANCE

11.1 The Company represents it has Worker's Compensation insurance in force, that it has commercial general liability coverage in the amount of \$1,000,000.00 per occurrence and has professional liability insurance in the amount of \$1,000,000.00 per claim.

11.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by the Company, provide proof to the Company to verify such insurance.

SECTION 12: DISPUTE RESOLUTION

12.1 All claims, disputes, and other matters in controversy between the Company and Client arising out of or in any way related to this Agreement or any Addendum or Change Order shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the Company shall not be required to arbitrate any legal and/or equitable claims (including

statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against the Company subject to the limitations in Section 10. For the purposes hereof, "successful party" shall mean a party who receives an award greater than fifty (50%) percent of its claimed amount.

12.2 The sole and exclusive venue for any dispute resolution proceeding shall be the location in which the Company office performing the Services is located. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company office performing the Services is located.

12.3 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against the Company, shall be deemed waived unless (i) Client notifies the Company of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against the Company for negligence or another violation of a standard of care owed by the Company, Client has first provided the Company with a written certification executed by an independent design professional currently practicing in the same discipline as the Company. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in this Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Company not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

12.4 NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY THE COMPANY FOR THE SERVICES. THE PARTIES AGREE THAT THIS PROVISION IS MATERIAL TO THE DECISION OF THE COMPANY TO ENTER INTO THIS AGREEMENT, THAT IT IS A REASONABLE MEASURE TO ALLOCATE AND INSURE AGAINST RISK, AND THAT IT DOES NOT VIOLATE PUBLIC POLICY.

SECTION 13: TERMINATION

13.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Company shall be paid for services performed to the termination notice date plus reasonable out of pocket termination expenses incurred or paid by the Company in connection with such termination and the winding down of its operations.

13.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, the Company may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct out of pocket costs incurred or paid by the Company in completing such analyses, records, and reports.

SECTION 14: SOLICITATION OF EMPLOYEES

14.1 Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which the Company has provided Services, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of the Company except as authorized in writing by the Company.

SECTION 15: ASSIGNS

15.1 Neither Client nor the Company may assign this Agreement or assign or delegate any of its rights or obligations without the prior written consent of the other party.

SECTION 16: SURVIVAL

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

SECTION 17: MISCELLANEOUS

17.1 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

17.3 The headings in these General Terms and Conditions are for reference only and are not intended to form part of the Agreement between the Parties.

17.4 It is agreed that this Agreement is entered into by the parties for the sole benefit of the parties to the Agreement, and that nothing in the Agreement shall be construed to create a right or benefit for any third party.

17.5 To the extent that a statute of limitations for any cause of action against the Company arising from this Agreement can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to this Agreement, or the Services provided by Company r, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date Company last provided Services. The parties agree that this provision is material to the decision of Company to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

17.6 All future services rendered by the Company at Client's request for the Project described in the Proposal (whether by Change Order, Addendum, or amendment to this Agreement) shall be conducted under the terms of this Agreement.

CLIENT APPROVAL

In the event the Client authorizes work without returning a signed copy of the Proposal, the Client agrees to be bound by the General Terms and Conditions as stated herein. The Proposal presented has been read, understood, and accepted by the Client effective as of the date that the executed Proposal is returned to the Company.



FINANCE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Mike Keith, Director of Finance
DATE: July 8, 2026
RE: Purchase of New Court Software for Police

It was determined during the budget process that the current court system is no longer serving the needs of the department. Attached is a quote from Tyler Technologies for the purchase of Court Software at a price of \$41,480. Tyler Technologies was chosen in 2019 to provide all of our financial and payroll software and this new software will integrate with our current programs. This item is included in the Drug Fund budget at \$41,000.

We are recommending that this be placed on the July agenda for council approval. Please let me know if you have any questions or need any additional information concerning this matter.



Billing Address:

Shipping Address
815 North Jackson Street

Quoted By Blake Reynolds
Quote Expiration 7/25/26
Quote Name Court Case Management Software Quote

Tyler Annual Software – SaaS		Annual
Description		
Municipal Justice		
Municipal Justice Suite		
Standard Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)		\$ 3,537
Court Public Access		\$ 3,500
Court Payment Import Interface		\$ 1,608
Case Manager		\$ 7,073
ERP Pro Financials Interface		\$ 0

Tyler One		
Content Manager Suite		
Content Manager Core		\$ 0
Cashiering		
Cashiering		\$ 770

TOTAL:

\$ 16,488

Tyler Fees per Transaction		Net Unit Price	
Description			
Municipal Justice			
Municipal Justice Suite			
Court Case Resolution Bundle			
		\$ 0.00	

Third Party Software & Hardware		Extended Price		Annual	
Description		Quantity	Unit Price	Price	
Tyler Third Party					
Hardware					
Topaz Signature Pad TL462 USB with Serial Emulation TLBK462 BSB		2	\$ 525	\$ 1,050	\$ 210
				\$ 1,050	\$ 210

TOTAL:

\$ 210

Services		
Description	Hours/Units	Extended Price
Municipal Justice Suite		
Data Conversion Services		\$ 13,500
Professional Services	132	\$ 19,140
Content Manager Suite		
Professional Services	40	\$ 5,800
Cashiering		
Professional Services	12	\$ 1,740
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 40,430

TOTAL:

\$ 40,430

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 16,488
Total Third Party Hardware, Software, Services	\$ 1,050	\$ 210
Total Tyler Services	\$ 40,430	
Summary Total	\$ 41,480	\$ 16,698

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Case Manager

Includes Cash Collections and Tyler University

Court Case Resolution Bundle

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Case Management Data Conversion

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____



FINANCE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Mike Keith, Director of Finance
DATE: July 8, 2026
RE: Purchase of Police Vehicles and Revised Pricing for Animal Control Trucks

Attached is a quote from Ford of Murfreesboro for the purchase of three patrol vehicles utilizing the State of Tennessee contract at a total cost of \$144,804 (\$48,268 each). These are included in the FY27 budget for the Fleet Management Fund. We are recommending Council approval for these.

In June, we recommended approval for 2 trucks budgeted for replacement of Animal Control vehicles in the Fleet Management Fund. Ford of Murfreesboro provided quotes, utilizing state contract pricing, for each vehicle at \$46,303. When the Police Department was working with Ford of Murfreesboro to place the order, it was discovered that the quote had left out the window tinting on the trucks. Attached is a copy of the revised quote for these vehicles. The cost per vehicle increased to \$46,433, an increase of \$130. Since this is higher than the amount previously approved by Council, we are recommending that this be placed on the July agenda for their approval at the revised pricing.

Please let me know if you have any questions or need any additional information concerning this matter.

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

06/23/2026



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

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$147,150.00
Options		\$10,200.00
Colors		\$0.00
Upfitting		\$585.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$5,385.00
Subtotal		\$163,320.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$163,320.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$18,516.00
Subtotal		\$144,804.00
Total		\$144,804.00

Customer Signature

Acceptance Date

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

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

06/23/2026



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

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,050.00
Options		\$3,400.00
Colors		\$0.00
Upfitting		\$195.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,795.00
Subtotal		\$54,440.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$54,440.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$6,172.00
Subtotal		\$48,268.00
Total		\$48,268.00

Customer Signature

Acceptance Date

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

06/23/2026

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

**2027 Police Interceptor Utility AWD Base (K8A)**

Price Level: 715

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$49,050.00
Packages		
500A	Order Code 500A <i>Includes:</i> - Tires: 255/60R18 as BSW - Wheels: 18" X 8" 5-Spoke Painted Black Steel Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673). - SYNC Phoenix Communication & Entertainment System Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.	N/C
Emissions		
423	50-State Emissions System Not Required <i>Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations. In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936).</i>	N/C
Powertrain		
99C	Engine: 3.0L V6 EcoBoost <i>148-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i> <i>Includes:</i> - 3.31 Final Drive Ratio	\$2,850.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Final Drive Ratio	Included

Wheels & Tires

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

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

06/23/2026

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

**2027 Police Interceptor Utility AWD Base (K8A)**

Price Level: 715

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel	Included
<i>Includes black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps.</i>		

Seats & Seat Trim

9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
<i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger manual seat with 2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>		

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
<i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i>		
<i>Includes:</i>		
<i>- SYNC Phoenix Communication & Entertainment System</i>		
<i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>		
153	Front License Plate Bracket	N/C
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$450.00
68G	Rear-Door Controls Inoperable	\$100.00
<i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>		

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Requires valid FIN code.		
<i>Ford is lengthening the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Fleets must have a valid Fleet Identification Number (FIN code) to receive the warranty and the vehicle must be sold with a fleet sales type.</i>		

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

Prepared for: Jason Garren

City of Athens
Prepared by: JAMES WITT
06/23/2026



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

2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
Upfit Options		
TINT	WINDOW TINT	\$195.00
SUBTOTAL		\$52,645.00
Destination Charge		\$1,795.00
TOTAL		\$54,440.00

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

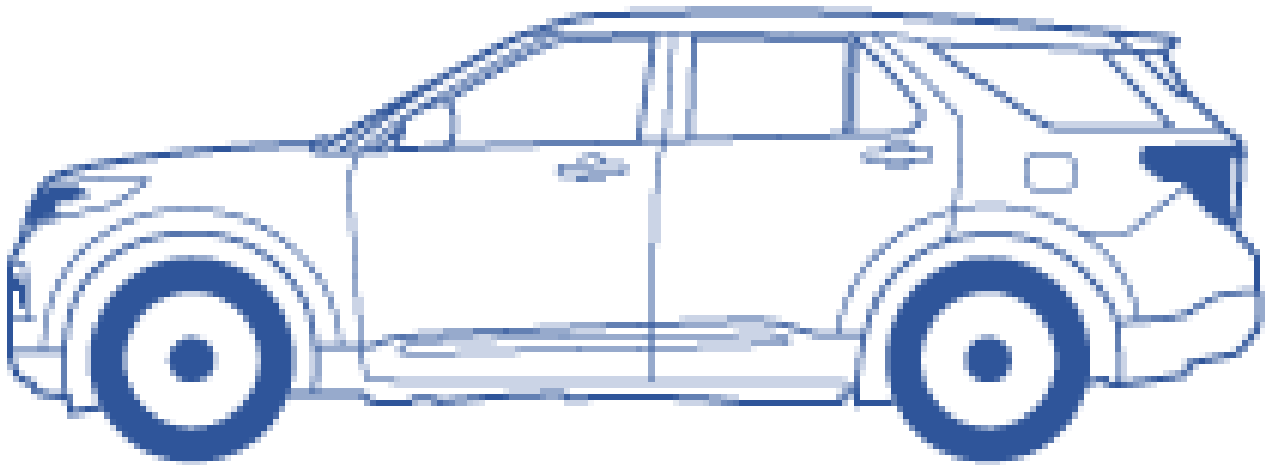


2027 Police Interceptor Utility AWD Base (K8A)

Price Level: 715

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 6,500 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 4,755 lbs

TOTAL 5,505 lbs

Payload 1,500 lbs

Useable Payload 750 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

07/01/2026



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

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$104,700.00
Options		\$1,210.00
Colors		\$0.00
Upfitting		\$660.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$5,590.00
Subtotal		\$112,160.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$112,160.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$19,294.00
Subtotal		\$92,866.00
Total		\$92,866.00

Customer Signature

Acceptance Date

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

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

07/01/2026



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

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$52,350.00
Options		\$605.00
Colors		\$0.00
Upfitting		\$330.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,795.00
Subtotal		\$56,080.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
SWC	STATE CONTRACT SWC 209 #88762	\$0.00
Subtotal		\$56,080.00
<i>Discount Adjustments</i>		
Discount Adjustments		-\$9,647.00
Subtotal		\$46,433.00
Total		\$46,433.00

Customer Signature

Acceptance Date

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

Prepared for: Jason Garren

City of Athens
Prepared by: JAMES WITT
07/01/2026



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

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1P	Base Vehicle Price (W1P)	\$52,350.00
Packages		
150A	Equipment Group 150A <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select. - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: LT265/70R18 BSW A/T - Wheels: 18" Steel - HD Police-Grade Cloth 40/Blank/40 Front-Seats Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench. - Radio: AM/FM Stereo w/6 Speakers - SYNC 4 - Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
Powertrain		
998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.	Included
44G	Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.	Included
XL3	Electronic Locking w/3.31 Axle Ratio	Included
STDGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: LT265/70R18 BSW A/T	Included
STDWL	Wheels: 18" Steel	Included
Seats & Seat Trim		
P	HD Police-Grade Cloth 40/Blank/40 Front-Seats	Included

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

Prepared for: Jason Garren

City of Athens

Prepared by: JAMES WITT

07/01/2026



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

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.</i>	

Other Options

145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
	<i>Includes: - SYNC 4 Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
18B	Black Platform Running Boards	\$255.00
153	Front License Plate Bracket	N/C
	<i>Standard in states where required by law, optional to all others.</i>	
67P	Remote Keyless-Entry Key Fob w/O Key Pad	\$350.00
	<i>Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.</i>	

Exterior Color

UM_03	Agate Black Metallic	N/C
-------	----------------------	-----

Interior Color

PB_02	Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats	N/C
-------	---	-----

Upfit Options

TINT	Window Tint	\$330.00
------	-------------	----------

SUBTOTAL	\$53,285.00
Destination Charge	\$2,795.00
TOTAL	\$56,080.00

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



FINANCE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Mike Keith, Director of Finance
DATE: July 8, 2026
RE: Purchase of Equipment for Police Vehicles

Five vehicles were approved in the FY27 budget for the Police Department. The attached quotes are the equipment needed for the Patrol Lieutenant vehicle, two patrol vehicles and two trucks to be used for animal control. Truckers Lighthouse is on the State of Tennessee Contact for all of this equipment. Once the vehicles have arrived, they will be delivered to Truckers Lighthouse to complete the equipment installation.

I am recommending this be on the July agenda for City Council approval. Please let me know if you have any questions or need any additional information concerning this matter.



Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13266

July 1, 2026

Bill To

CITY OF ATHENS*
815 N JACKSON STREET
Athens, TN 37303

TOTAL

\$16,798.77

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	2027 FPIU	.	Install- Chattanooga

Quantity Ordered	Item	Unit Price	Total Amount
2	WHEVTX609C VERTEX SUPER-LED LIGHT WHITE HEADLIGHTS	\$84.96	\$169.92
2	FDMP5650-BB MICROPULSE HOOD MOUNT,_x000D_ GRILL	\$120.00	\$240.00
2	FDMP5650-BB MICROPULSE HOOD MOUNT,_x000D_ PS /DS REAR WINDOWS.. 2 PER SIDE	\$120.00	\$240.00
4	MXMLS-3654BL Blue LED Adhesive Strip Light 36" _x000D_ ROCKER PANELS	\$69.00	\$276.00
1	MXM50910 LED Flasher Control Module	\$65.85	\$65.85
1	HVC-VS-1012-INUT-2 Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility	\$536.00	\$536.00
1	HVC-ARM-103 Armrest For Top Mount, Console, Large Pad	\$124.80	\$124.80
1	HVCUP2-1001 Internal Cup Holders	\$53.60	\$53.60
1	HVC-EB40-SSP-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000	-	\$0.00
1	HVC-MD-112 Tilt/Swivel Slide Motion Adapter	\$255.82	\$255.82
1	HVC-HDM-204 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$142.20	\$142.20
1	EG2601B PDM 14 Circuit + Ground w/Kill Switch	\$165.00	\$165.00
1	HVC-FP-10	-	\$0.00

Quantity Ordered	Item	Unit Price	Total Amount
1	10" Filler Plate HVC-FP-5	-	\$0.00
2	5" Filler Plate FDMP5650-BB	\$120.00	\$240.00
2	MICROPULSE HOOD MOUNT,_x000D_ REAR CARGO WHETLIB	\$101.48	\$202.96
1	ION T-SERIES LINEAR LT BLUE,_x000D_ LICENSE PLATE WHEIONBKT1	\$26.55	\$26.55
1	ION LICENSE PLATE BKT HORIZ. HVC-EB30-APS-1P	-	\$0.00
1	1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX-4500 Self-Contained Radio FDSIFMJS	\$995.00	\$995.00
1	DUAL COLOR ILS FRONT INTERIOR BAR B/W DUO FDSIFMJH	\$995.00	\$995.00
1	2 COLOR REAR DECK ILS OR REAR HATCH ILS B/A DUO FDPF200S17B	\$846.67	\$846.67
1	PATHFINDER,100/200W,17BTN FDESB-FPIU20NDB	\$69.00	\$69.00
1	ES100-AS124 SNGL.SPKR BRKT FDES100C	\$391.00	\$391.00
1	SPKR,EMERG, 100W,PLASTIC, SEBK0802ITU20	\$991.20	\$991.20
1	PB450L4 With FEDERAL SIGNAL MICROPULSE TRI-COLOR 18-LED SEHK0809ITU25	\$367.20	\$367.20
1	PB8 Headlight Guard Steel Double Loop 2025+ PIU TINT	\$300.00	\$300.00
1	Big Sky Model #ELS-220 w/AR15 kit for AR15, MP5, M16A2, UMP, 2" max optic /MISC	\$145.00	\$145.00
1	2 FRONT WINDOWS 35% INSTALLATION OF PROVIDED WIRES FOR CAMERA, RADAR, CRADLE POINT, RADIO AND COAX /LABCHATT	\$1,500.00	\$1,500.00
55	DECKED STORGAGE BOX /MON	\$120.00	\$6,600.00
1	Installation Labor - Chatt FREIGHT	\$660.00	\$660.00
1	Shop Supplies Fee Freight	\$200.00	\$200.00

Decal #
Tag #
VIN #
Mileage:

Subtotal	\$16,798.77
Tax Total	\$0.00
Total	\$16,798.77

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks



Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13265

July 1, 2026

Bill To

CITY OF ATHENS*
815 N JACKSON STREET
Athens, TN 37303

TOTAL

\$33,815.48

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	2 2027 FPIUS	.	Install- Chattanooga

Quantity Ordered	Item	Unit Price	Total Amount
4	WHEVTX609C VERTEX SUPER-LED LIGHT WHITE_x000D_ HEADLIGHTS	\$84.96	\$339.84
2	FDES100C SPKR,EMERG, 100W,PLASTIC,	\$226.78	\$453.56
2	FDESB-FPIU20NDB ES100-AS124 SNGL.SPKR BRKT	\$38.80	\$77.60
4	FDMP5650-BB MICROPULSE HOOD MOUNT,_x000D_ GRILL	\$120.00	\$480.00
2	FDINTG44J-P1BL INTG44J,STOCKED	\$1,900.00	\$3,800.00
2	FDHKB-FPIU20-HP KIT,HOOK,FPIU20,PURSUIT	-	\$0.00
8	FDMP5650-BB MICROPULSE HOOD MOUNT,_x000D_ PS /DS REAR WINDOWS.. 2 PER SIDE	\$120.00	\$960.00
8	MLS-C36BL COB LED FLEXIBLE STRIPS BLUE	\$70.00	\$560.00
2	FDPF200S17B PATHFINDER,100/200W,17BTN	\$846.67	\$1,693.34
2	MXM50910 LED Flasher Control Module	\$65.85	\$131.70
2	PGPRPSP4704UINT20A Center Sliding Poly Window	\$769.08	\$1,538.16
2	SEQK0635ITU25 REPLACEMENT FULL SEAT, 2-CPSB, #12VS E CENTER PULL SEAT BELTS 25-25 INTERCEPTOR UTILITY	\$880.00	\$1,760.00
2	SEGK10342UHK	\$404.00	\$808.00

Quantity Ordered	Item	Unit Price	Total Amount
	Dual T-Rail Mount_x000D_ 2 Universal XL_x000D_ Handcuff Key Override		
2	HVC-VS-1012-INUT-2 Vehicle-Specific 22" Angled Console for 2020-2025 Ford Interceptor Utility	\$536.00	\$1,072.00
2	HVC-ARM-103 Armrest For Top Mount, Console, Large Pad	\$124.80	\$249.60
2	HVCUP2-1001 Internal Cup Holders	\$53.60	\$107.20
2	HVC-EB40-SSP-1P 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Federal Signal Smart Siren SSP3000	-	\$0.00
2	HVC-MD-112 Tilt/Swivel Slide Motion Adapter	\$272.88	\$545.76
2	HVC-HDM-204 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	\$151.68	\$303.36
2	EG2601B PDM 14 Circuit + Ground w/Kill Switch	\$165.00	\$330.00
2	HVC-FP-10 10" Filler Plate	-	\$0.00
2	HVC-FP-5 5" Filler Plate	-	\$0.00
4	FDMPS650-BB MICROPULSE HOOD MOUNT,_x000D_ REAR CARGO	\$120.00	\$480.00
2	WHED8 8-LIGHT DOMINATOR TIR3 SERIES_x000D_ R/B/R/B/R/B/R/B	\$498.55	\$997.10
2	WHEDBKT4 DOMINATOR ANGLE MOUNT BRACKET	\$19.47	\$38.94
4	WHETLIB ION T-SERIES LINEAR LT BLUE_x000D_ LICENSE PLATE	\$101.48	\$405.92
2	WHEIONBKT1 ION LICENSE PLATE BKT HORIZ.	\$26.55	\$53.10
2	HVC-EB30-APS-1P 1-Piece Equipment Mounting Bracket, 3" Mounting Space, Fits Motorola APX-4500 Self-Contained Radio	-	\$0.00
2	TINT TINT FOR SUV FRONT 2 WINDOWS 35%	\$145.00	\$290.00
2	FDRBKIT2-COMPACT KIT,2 COMPACT RUMBLER SPKRS	\$444.75	\$889.50
2	FDRBC2-FPIU20ND 20FPIU, RUMBLER S/C DS/PS KIT	\$69.00	\$138.00
2	SEBK0802ITU20 PB450L4 With FEDERAL SIGNAL MICROPULSE TRI-COLOR 18-LED	\$991.20	\$1,982.40

Quantity Ordered	Item	Unit Price	Total Amount
2	SEHK0809ITU25 PB8 Headlight Guard Steel Double Loop 2025+ PIU INSTALLATION OF CUSTOMER PROVIDED WIRING FOR CAMERAS, RADARS, CRADLE POINT RADIO AND COAX	\$367.20	\$734.40
94	/LABCHATT Installation Labor - Chatt	\$120.00	\$11,280.00
2	/MON Shop Supplies Fee	\$658.00	\$1,316.00

Decal #	Subtotal	\$33,815.48
Tag #	Tax Total	\$0.00
VIN #		
Mileage:	Total	\$33,815.48

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks



Truckers Lighthouse LLC
3189 Franklin Limestone Rd
Antioch, TN 37013

Quote

EST13260

June 30, 2026

Bill To

CITY OF ATHENS*
815 N JACKSON STREET
Athens, TN 37303

TOTAL

\$30,851.00

Quote Valid Through:

Quote Expiration	Vehicle Information	PO#	Order Type
	(2) 2026 F150S 2 k9 trucks		Install- Chattanooga

Quantity Ordered	Item	Unit Price	Total Amount
8	FDMP5650-BB MICROPULSE HOOD MOUNT, GRILL	\$120.00	\$960.00
4	FDMP562U-RB DUAL COLOR,12-LED,RED/BLUE REAR OF TRUCK	\$135.00	\$540.00
2	FDPF200S17B PATHFINDER,100/200W,17BTN	\$1,169.50	\$2,339.00
2	FDESB-U KIT,ES100 UNIVERSAL BAIL	\$53.00	\$106.00
2	FDES100C SPKR,EMERG, 100W,PLASTIC,	\$314.25	\$628.50
4	FDMP5650-RB MICROPULSE HOOD MOUNT, rear side windows	\$100.00	\$400.00
2	TINT FRONT 2 WINDOWS 35%	\$175.00	\$350.00
2	SEBK0802FDT21F150 PB450L4 With FEDERAL SIGNAL MICROPULSE TRI-COLOR 18-LED PUSH BUMPER IS NOT COMPATABLE IF TRUCK HAS FRONT SENSORS	\$1,071.20	\$2,142.40
2	HVC-VSW-2400-F150-1-H Vehicle-Specific 24" Wide Flat Console For 2021-2025 Ford F-150 Police Responder	\$735.20	\$1,470.40
2	HVC-ARM-102 Side Mount Armrest	\$92.00	\$184.00
2	HVCUP2-1001 Internal Cup Holders	\$58.40	\$116.80
2	/MISC SPRAY IN BED LINER	\$661.25	\$1,322.50
4	MLS-C36BL	\$50.00	\$200.00

Quantity Ordered	Item	Unit Price	Total Amount
	COB LED FLEXIBLE STRIPS BLUE - running boards		
74	/LABCHATT Installation Labor - Chatt	\$140.00	\$10,360.00
2	/MON Shop Supplies Fee	\$518.00	\$1,036.00
2	FREIGHT Freight	\$225.00	\$450.00
2	FDINTG51J-P1BL INTG51J,STOCKED	\$2,803.20	\$5,606.40
2	SEPK0355FDT15F150 #10VS RP Horizontal Sliding Window Coated Polycarbonate Recessed Panel Partition	\$879.20	\$1,758.40
2	SEGK10342UHK Dual T-Rail Mount 2 Universal XL Handcuff Key Override	\$440.30	\$880.60
Decal #		Subtotal	\$30,851.00
Tag #		Tax Total	\$0.00
VIN #			
Mileage:		Total	\$30,851.00

Please note that special order items are non-refundable and non returnable. Restocking fees may be incurred for other returned items. This quote expires 90 days after proposal date. Orders paid by credit card will incur a 2.5% convenience fee. A 1.5% late fee will apply monthly to all invoices not paid within agreed upon terms. All install start dates are estimates only and may fluctuate 3-4 weeks



FINANCE DEPARTMENT

MEMORANDUM

TO: Bridget Roberts, Interim City Manager
FROM: Mike Keith, Director of Finance
DATE: July 7, 2026
SUBJECT: Declare Fire Vehicle as Surplus Property

Asset number 3704 is a 2008 Ford Expedition in the Fire Department. This vehicle was previously replaced by the Fleet Management Fund but was retained to be used as a vehicle to be driven to training as needed. Rodney and Brandon are recommending that this vehicle be disposed of as it is no longer reliable or cost effective to maintain. I am requesting that this be placed on the July agenda to declare it surplus and for it to be sold on GovDeals.

Please let me know if you have any questions.



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council
DATE: July 13, 2026
FROM: Bridget Roberts, Interim City Manager
RE: Fire Equipment Antitrust Litigation

Overview

The City Council is being asked to consider whether the City of Athens should participate as a plaintiff in a proposed class action antitrust lawsuit involving several fire apparatus manufacturers. The lawsuit alleges that manufacturers conspired to restrict competition, resulting in artificially inflated prices and extended delivery times for fire trucks and related equipment purchased since 2016.

The City Manager, City Attorney, and Fire Chief have reviewed the proposed litigation and discussed the potential benefits and risks. There are no significant legal concerns. Staff identified two primary considerations for Council:

- Because the City purchases fire apparatus, equipment, parts, and services from several of the manufacturers named in the lawsuit and has maintained positive working relationships with them, there is some concern that participation in the litigation could potentially affect those business relationships.
- Class action antitrust litigation is often lengthy and could take several years to resolve.

Council authorization is required if the City wishes to join the litigation and enter into a contingency fee representation agreement. Participation would allow the City to seek recovery of any damages it may have incurred if the allegations are ultimately proven.

Financial Impact

Representation would be on a contingency fee basis, meaning attorney fees would only be paid from any recovery obtained. If there is no recovery, the City would not owe attorney fees.

Funding Source

No City funds are expected to be required.

Request

Authorization for the City to execute the contingency fee representation agreement and any documents necessary for the City of Athens to participate in the Fire Equipment Antitrust Litigation.

EST



2021

JENNE LAW, PLLC
ATTORNEYS-AT-LAW
WWW.JENNELAW.COM

June 3, 2026

JOSHUA H. JENNE

Ph. (423) 476-5506

ROGER E. JENNE, OF COUNSEL

Fax (423) 476-5058

VIA U.S. MAIL and EMAIL:

Mayor Larry Eaton
815 North Jackson Street
Athens, TN 37303
leaton@athensstn.gov

Re: Fire Equipment Antitrust Litigation

Dear Mayor Eaton:

I hope this letter finds you doing well. In the event I have already been able to reach you by phone, this will serve in follow up to our discussions and in furtherance of my efforts in this case. In the event we have not yet had the case to connect by phone, please allow me to introduce myself, to provide you with the below information relevant to your status as potential class Plaintiff and to invite you to give me a call at your first convenience.

The Litigation

The pool of individual and/or contemplated class Plaintiffs will be comprised of cities, counties, municipalities, volunteer fire associations, etc., who are or have ordered, purchased and/or received fire and emergency equipment produced by one or more of the manufacturing Defendants. Class action antitrust lawsuits have already been filed in various district locations across the United States, all of which seek redress and remedy for monetary damages stemming from the alleged monopolistic collaborations of several major fire truck manufacturers.

At this point, the manufacturer/producer Defendants include Oshkosh Corporation/Pierce Manufacturing, REV Group, Rosenbauer America and the Fire Apparatus Manufacturers' Association ("FAMA"). The pioneering case on the subject was filed on August 20, 2025 and remains pending in the U.S. District Court for the Eastern District of Wisconsin. This case is styled City of La Crosse, individually and on behalf of all others similarly situated v. OshKosh Corporation, Pierce Manufacturing, Inc., REV Group, Inc., Rosenbauer America, LLC and Fire Apparatus Manufacturers' Association, Case No. 1:25-CV-01252.

Common Factual Allegations

Plaintiffs allege that Defendants, at all times material, unlawfully conspired to suppress the supply of fire trucks and inflate prices nationwide, beginning no later than January 1, 2016. It is furthermore alleged that the three manufacturers, collectively, control approximately 70–80% of the U.S. fire truck market.

As the result of the actions and inactions of these manufacturers, among other things:

- Fire truck prices have dramatically increased over the past decade, with standard pumper trucks allegedly rising from roughly \$300,000–\$500,000 to approximately \$1 million, and ladder trucks rising from roughly \$900,000 to more than \$2 million;
- Delivery times for new fire trucks allegedly expanded from roughly 18 months to more than four years;

We believe that cost increases of this magnitude are no coincidence and cannot be explained, discounted or nominalized by any blanket reference to inflation or temporary pandemic-era supply chain disruptions. The Wisconsin litigation traces the alleged anti-competitive conduct of these Defendants in migration towards industry consolidation following the 2008 financial crisis. The Wisconsin case further alleges that REV Group, Oshkosh/Pierce, and Rosenbauer acquired numerous competing manufacturers and dealers, reducing competition within the industry.

It is further alleged that these manufacturers coordinated their conduct through FAMA by:

- Exchanging confidential, competitively sensitive production and sales data through “FAMA Statistical Reports”; and
- Participating in FAMA members-only meetings, discussion groups, and networking events where competitors allegedly communicated and coordinated business practices.

Defendants, combining and concurring in their calculated endeavors, used the shared information they obtained to coordinate self-serving price increases, restrict manufacturing capacity, avoid or eliminate the need to compete for market share and to maintain lengthy order backlogs that enable continued price escalation. Further, Defendants failed to expand production capacity despite surging demand and, in some instances, closed manufacturing facilities, further aggravating or worsening supply shortages.

Class Plaintiffs claim that municipalities, governmental/quasi-governmental entities, volunteer fire departments, etc. who have endeavored to purchase, keep and/or maintain reliable emergency equipment, for the protection of citizens, are, were and have been harmed because they:

- Paid artificially and intentionally-inflated prices for fire trucks;
- Experienced severe delays in obtaining replacement trucks and emergency response vehicles;

- Were alternatively forced to keep any aging apparatus in service beyond recommended lifespan; and
- Faced increased public safety risks due to reduced fleet readiness.

Established statistics demonstrate that, on a nationwide scale, fire truck prices have more than doubled in the last decade; specifically, standard trucks previously holding a price tag of approximately \$500,000 in the mid-2010s are now being priced and sold by Defendants for amounts in excess of \$1,000,000.00. As further example, specialty rigs that once cost \$900,000 now exceed \$2,000,000.00. At the same time, order backlogs have grown from 18 months to more than four years, delaying replacement of aging apparatus in municipal fleets.

Until now, government and emergency response entities have been left with no choice but to pay, to wait, or to go without.

Causes of Action

Referring for example again to the City of La Crosse litigation, Plaintiffs' pursuits are predicated on the following:

1. Violation of Section 1 of the Sherman Act – Conspiracy to Restrain Production

Plaintiffs allege Defendants conspired to reduce production, allocate markets, and artificially raise and stabilize fire truck prices in violation of federal antitrust law.

2. Violation of Section 1 of the Sherman Act – Exchange of Competitive Information

Plaintiffs allege Defendants unlawfully exchanged detailed, non-public competitive information through FAMA, which reduced uncertainty among competitors and facilitated coordinated pricing and production decisions.

3. Violation of Wisconsin Antitrust Law

Plaintiffs allege Defendants violated Wisconsin antitrust statutes by restraining or monopolizing trade in the fire truck market within Wisconsin.

4. Unjust Enrichment

Plaintiffs allege Defendants were unjustly enriched through receipt of inflated prices and unlawful profits obtained from municipalities purchasing fire trucks.

At the risk of stating the obvious, we are not in Wisconsin. Nevertheless, any and all new actions filed, including that which is the focus of our team, would of course be catered to incorporate the companion statutory and other authorities available in the respective jurisdictions and States/Federal Districts to be represented.

That Which is Requested

I am proud to have been recently contacted by my colleagues from across the State for assistance in identifying appropriate class members. I am now in the processing of contacting a multitude of similar entities throughout the eastern portion of Tennessee and who have, at any time since 2016,

ordered, purchased or acquired fire trucks and related equipment and which equipment has allegedly been intentionally and methodically overpriced or grossly delayed in production.

Additionally, I/we are investigating and attempting to locate other potential class members whose harm is manifested in their need for but financial inability to purchase new engines and trucks.

So as to provide transparency and/or in the event same is relevant to your considerations, I am assigned the task of contacting the following similarly-situated entities and/or their representatives:

City of East Ridge, TN;
City of Cleveland, TN;
Bradley County, TN;
City of Kingston, TN;
City of Oak Ridge, TN;
City of Gatlinburg, TN;
City of Soddy-Daisy, TN;
City of Lenoir City, TN;
City of Chattanooga, TN;
City of Knoxville, TN;
City of Pigeon Forge, TN;
City of Loudon, TN;
City of Clinton, TN;
City of Athens, TN;
City of Maryville, TN;
City of Sweetwater, TN;
City of Andersonville, TN;
City of Alcoa, TN; and
City of Lake City, TN

According to the information we have been able to obtain so far, the City of Cleveland and Bradley County, TN have, within the operative time period, ordered, purchased (or purchased but not yet received) equipment items including but not limited to:

1. Pierce Pumper Truck - Utilized by the Cleveland Fire Department;
2. Pierce Aerial Truck - Utilized by the Cleveland Fire Department; and
3. Pierce Pumper Truck - Utilized by Bradley County Fire and Rescue.

We are aware that there may be additional orders or purchase/sale agreements involving the City of Cleveland or Bradley County not yet known but which will appropriately be added to expand the above list of equipment items once known.

I am happy to entertain further discussions or answer any questions which may arise and I am happy to provide (either personally, by phone or by any means preferred) further particulars to any individual, group, representative, board, etc. to be involved in the decision as to whether to accept our invitation to facilitate and secure the involvement, protection and intended recovery on behalf of the City of Cleveland and Bradley County, Tennessee.

We believe that, as part of the litigation already pending, a fund will be created by directive of one or more District Courts, directed the payment by the named Defendants into pool of funds and in

amounts expected to be in excess of one billion (\$1,000,000,000.00). Despite the seemingly large nature of such a figure, the reality is that there will likely never be enough money available to compensate all who have been victimized nationwide. Stated simply, sooner is better as it relates to getting our name formally established as claimants toward the fund pool.

As expected, these cases are being handled on a standard contingency fee basis and I am attaching hereto a copy of the appropriate retainer agreement prepared by my co-counsel, Jeffrey L. Bowling, of Russellville, AL. Thanks in advance for your consideration and I look forward to hearing from you.

Sincerely,

JENNE LAW, PLLC

BY

Joshua H. Jenne

JHJ/jw
Enclosure

EMPLOYMENT AND CONTINGENCY AGREEMENT

_____ (hereinafter "Client") do/does hereby employ Joshua H. Jenne/Jenne Law, PLLC, Cleveland, TN, Jeffrey L. Bowling/Rogers, Bowling, & McReynolds, P.C., Russellville, AL and Friedman, Dazzio & Zulanas, P.C., Vestavia Hills, AL (hereinafter "Attorneys"), to represent Client, regarding all claims and damages that may have been caused by REV Group, Inc., Oshkosh Corporation/Pierce Manufacturing, Rosenbauer America or other potential Defendants related to antitrust violations in the fire apparatus market (In re Fire Apparatus Antitrust Litigation).

TERMS OF EMPLOYMENT

1. Client hereby employs Attorneys to represent and/or counsel Client with regard to any action, claim, suit, negotiation, settlement or proceeding arising from or regarding the aforementioned accident and injuries resulting therefrom.
2. Attorneys hereby accept said employment upon the following terms: Attorneys promise to use their best efforts in said matter in carrying out said employment; Attorneys do not and cannot promise any particular result will be obtained due to their efforts in any litigation or proceedings and Client understands and agrees that no promise or inducement has been made by Attorneys in connection with this employment agreement.
3. Client agrees to pay compensation for Attorneys' services in the amount of one-third (1/3) of the gross amount of any recovery for or on behalf of Client by way of settlement, verdict or judgment. Client agrees that Attorneys may associate other counsel, so long as such counsel is paid from same contingency fee stated herein. Client hereby gives the Attorneys a lien on and a security interest in any claim or cause of action or proceeds therefrom, as security for the payment of all attorney fee amounts, including expenses of Attorneys, in the event of a recovery, either by way of settlement, verdict or judgment.
4. Attorneys agree to advance certain expenses incurred in the litigation, including, but not limited to, court filing fees, deposition expenses and

fees, expert fees, photocopies, and reasonable travel expenses. Said expenses will be reimbursed to Attorneys from the net amount of any recovery for or on behalf of Client.

5. **It is further agreed that this employment agreement is entered into upon a contingency-fee basis, and, if no recovery is made, Client will not be indebted to Attorneys for any fee.**
6. If a verdict or judgment is rendered and a defendant takes an appeal from said judgment or verdict, Attorneys will be paid a sum equal to the interest on the judgment and any penalty added to it by law for their services on appeal.

Dated this _____ day of _____, 2026.

Signature

Print Name: _____

Title/Authority: _____

Address: _____

Phone: _____

E-Mail: _____



CITY MANAGER'S OFFICE

MEMORANDUM

TO: City Council

DATE: July 13, 2026

FROM: Bridget Roberts, Interim City Manager

RE: First Reading of 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 Tennessee General Assembly approved, and the City Council accepted, an amendment to Article V, Section 4 of the City Charter requiring that compensation for the Mayor and Councilmembers be established by ordinance rather than being set in the Charter. The proposed ordinance creates a new section of the City Code to satisfy that requirement. At this time, the compensation amounts have intentionally been left blank pending Council direction. Below are some items to consider:

- One option is to simply codify the current compensation amounts. This would comply with the Charter amendment without changing compensation or impacting the current budget.
- If compensation is increased, the Council may wish to make the changes effective with the beginning of the 2028 terms of office, so all members begin receiving the same compensation at the same time, rather than creating staggered compensation following the 2026 election.
- The amended Charter states that no change in compensation may take effect during the term for which a Mayor or Councilmember was elected. Any discussion regarding future automatic COLAs should be reviewed by the City Attorney to determine whether: each COLA would require a separate ordinance; an ordinance may lawfully establish an automatic COLA tied to employee increases; and any automatic adjustment could take effect during a current term or must be deferred until the beginning of the next term.

Financial Impact

No financial impact if the ordinance establishes the current compensation amounts. If the Council adopts future compensation increases, the General Fund would be impacted beginning on the effective date established by the ordinance. A salary increase is not in the budget for FY 2026-27.

Request

Approve the first reading of the ordinance amending the Athens City Code to establish compensation for the Mayor and City Councilmembers and set the second reading and required public hearing for the August 18, 2026, Regular City Council meeting.

ORDINANCE NO. 0000

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) Pursuant to Article V, Section 4 of the Charter of the City of Athens, Tennessee, the Mayor shall receive compensation in the amount of **\$000** per month for service as Mayor.
- (2) Each Councilmember shall receive compensation in the amount of **\$000** 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 or accounts payable procedures and shall be subject to all applicable federal and state withholding, reporting, and tax requirements.
- (4) No change in compensation for the Mayor or any Councilmember shall take effect during the term for which the Mayor or Councilmember was elected. Any future change in compensation adopted by ordinance shall take effect only for a subsequent term of office, unless otherwise permitted by applicable law.
- (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.

REPEALER.

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

ORDINANCE NO. 0000

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 August 16, 2026, 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: July 13, 2026

FROM: Bridget Roberts, Interim City Manager

RE: First Reading of 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 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.

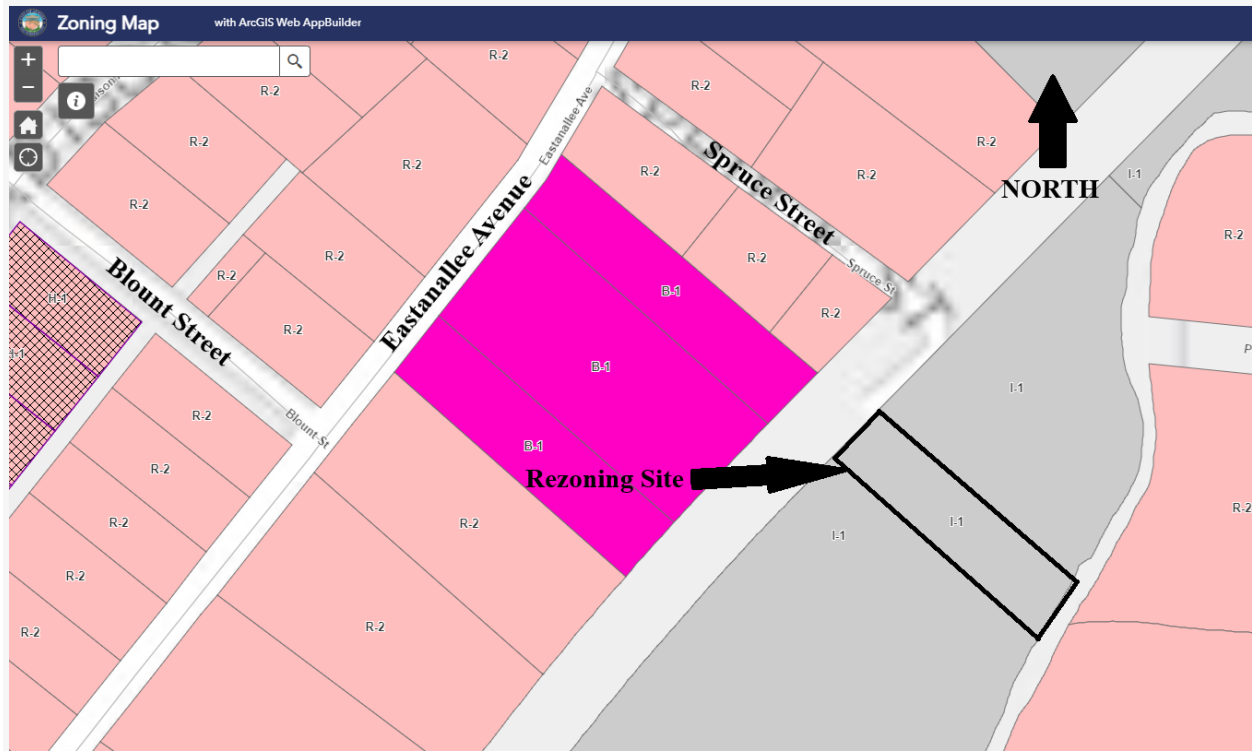
Financial Impact

None.

Request

Approve the first reading of the ordinance rezoning the property located at 219 Spruce Street from I-1 (Light Industrial) to R-2 (Medium Density Residential) and set the second reading and required public hearing for the August 18, 2026, Regular City Council meeting.

1. **Public Comments and Review and Recommendation for a Rezoning request** by Jose Medina-Mendoza and Yessica Medina Contreras for a 0.31-acre parcel shown as Map 057I Group D Parcel 025.00 on the Tennessee Real Estate Property Assessment Data Website. The Property is located at 219 Spruce Street. The request is to change the zoning from I-1 Light Industrial District to R-2 Medium Density Residential District.



The property is adjacent to the R-2 Medium Density Residential zone to the north and south and is not large enough for any substantial industrial uses. The owner wishes to rezone the parcel to residential and build a single family detached dwelling. **Staff recommends approval of the rezoning request.**

NEW BUSINESS

- 1. Public Comments and Review and Recommendation for a Rezoning request by Jose Medina-Mendoza and Yessica Medina Contreas** for a 0.31-acre parcel shown as Map 057I Group D Parcel 025.00 on the Tennessee Real Estate Property Assessment Data Website. The Property is located at 219 Spruce Street. The request is to change the zoning from I-1 Light Industrial District to R-2 Medium Density Residential District.

Mr. Casteel said this is a rezoning on Spruce Street. It is a substandard industrial lot. The minimum lot size in an industrial zone is two-acres now. This is well below that. He thinks it is less than a half-acre. Really, the only thing it can be used for is a single-family detached dwelling, which is what they want to do. There is R-2 zoning on south to the north and is adjacent to R-2 Zone they are requesting, so there is no spot-zoning issue. Staff recommends approval.

MOTION: To recommend to City Council to rezone from I-1 Light Industrial to R-2 Intensive Business District.

MADE: Eric Newberry

SECOND: John Proffitt

VOTE: Unanimous 4-0

MOTION PASSES

ORDINANCE NO. 0000

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

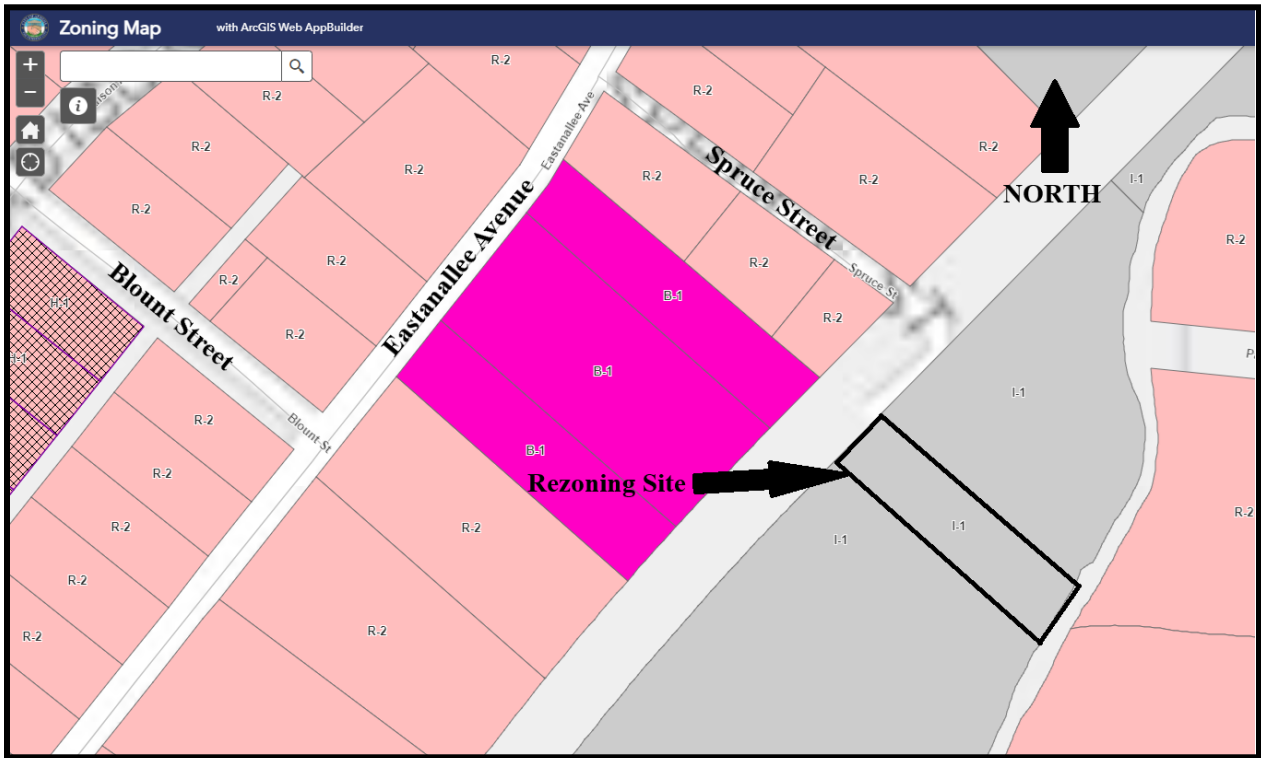
Bridget Roberts, Interim City Manager

APPROVED AS TO FORM:

Christopher Caldwell, City Attorney

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



TRAVEL POLICY

TRAVEL POLICY
FEBRUARY 1, 2000

I. Purpose

Stated herein are the City's policy and necessary rules and regulations for payment of expenses related to travel. It is the intent of this policy to assure fair and equitable treatment to all individuals traveling on City business at City expense. It is the purpose of these regulations to provide a reasonable and systematic means by which the cost of travel may be estimated for budget preparation and controlled for purposes of economy.

II. Scope

The policy and procedures contained in this document will apply to (1) all City employees, (2) City Council members, and (3) any person traveling in an official capacity for the City with prior approval from the City Manager.

III. Definitions

- A. Authorized Signature - Those individuals with the authority to permit travel on City business. On official travel forms, authorized signatures include the City Manager and Department Heads.
- B. Authorized Trips -Travel on City business which has been approved by the City Council and/or City Manager in the budget process.
- C. Automobile Allowance - Monthly payments to designated City employees and officials for using a privately-owned vehicle for business use in lieu of a City vehicle.
- D. Travel Advance - Money given in advance of travel when estimated expenditures are to be more than \$50.
- E. Travel Advance Form - A request for check prepared by the traveler indicating dates of departure and return, destination, purpose and justification of trip, and amount requested.
- F. Traveler -The individual representing the City on an authorized trip.
- G. Travel Expense Report -The form prepared by the traveler upon conclusion of the authorized trip for reimbursement of travel expenses.

IV. General Policy

- A. Travel on city business includes trips to conferences, conventions, workshops, seminars, educational and training courses, forums, and other City related business meetings. For employees who do not receive an auto allowance, travel on City business includes trips outside a 15 miles radius of the municipal building. For employees who receive an auto allowance, auto expenses will only be reimbursed for trips outside a 65 mile radius of the municipal building.
- B. All travel authorizations, advances, and reimbursements shall be made only with the authorization of the Department Head and approval of the City Manager. However, the approving authority will never be the person requesting the travel. Department Heads will obtain approval from the next highest authority.
- C. Employees authorized to travel may secure an advance of funds to cover the cost of travel, not to exceed \$50.00 per day. All travel advances should be presented to the Finance Director's office in sufficient time to allow the check to be used the Monday prior to departure. Employees cannot obtain advances for co-workers or other employees. Employees requesting a travel advance are advised that all funds advanced must be accounted for and funds not utilized must be returned to the Finance Department at the time the final claim is submitted. Travel advances outstanding more than 45 days may be deducted from the employee's paycheck.
- D. Employees should make provisions with their department before they leave for a forwarding address or place where they can be contacted if the need arises while they are away.
- E. It is the responsibility of the traveler to prepare the Travel Expense Report for reimbursement of expenses incurred. It is also the traveler's responsibility to submit the Travel Expense Report to the Finance Department no later than 30 days from the date of return from the trip. If reimbursement is claimed later than 30 days, it may be disallowed, unless previous authorization has been given by the Finance Department.
- F. Travel Expense Reports submitted to the Finance Department will be verified by accounts payable. Accounts payable may change any claim or reimbursement that does not conform to the rules and regulations stated in this policy.
- G. Any expense considered excessive will be disallowed.
- H. Travelers who receive an allowance or reimbursement by means of a false claim will be liable for the amount of the overpayment and will repay the fund from which the claim was originally paid (and will be subject to disciplinary action in accordance with Personnel Rules and Regulations). Travel will be controlled by line item at the department level. The employee is responsible for the legality and accuracy of his/her claims.
- I. The Director of Finance may institute any rules and regulations and provide any forms for travel reimbursement he/she deems necessary in order to effectuate this policy.

- J. The City Manager may make any necessary exceptions to this policy in the event that circumstances fail to address or ineffectively address the given situation.

V. Travel Expenses

A. Transportation

1. All travel must be by the usually traveled or most direct route. Persons traveling by an indirect route for their own convenience must bear any extra costs, and reimbursement for expenses will be based only on the charges that would normally have occurred. This approving authority will determine the most economical method of travel for each trip. In general, the City will reimburse for travel the coach airfare when available or the current mileage rate, not to exceed the cost of coach airfare.

2. Mode of Transportation

a. City Vehicles

- (1) City vehicles should be used whenever available for official business.
- (2) Reimbursement for gasoline, parking, tolls and justifiable repairs to the City vehicle will be provided if documented with accurate receipts. If possible, gasoline and service should be obtained prior to leaving.
- (3) Travelers may use a City credit card for gas purchases while traveling in a City vehicle. Gas credit cards will be signed-out in the Finance Department on a first-come, first-serve basis.

b. Auto Allowances

- (1) Employees whose job requirements justify an auto allowance will receive the allowance in a periodic basis determined by the City Manager in accordance with IRS Rules and Regulations. This allowance will include the following expenses: (1) all vehicle maintenance and repairs, (2) all applicable insurance, and (3) all gasoline required for travel within a 65 mile radius of the municipal building.

c. Private Automobile

- (1) If other means of transportation are not feasible or the use of a private automobile better serves the City's purposes, then use of an employee's private automobile may be authorized.
- (2) For the use of his/her private car, the traveler will be reimbursed at the current IRS approved mileage rate plus parking and toll fees if documented with receipts.
- (3) An employee assigned a City vehicle may only use his/her private vehicle for City travel if approved in advance by the City Manager.

d. Commercial Aircraft

- (1) If air travel is feasible, the fare for commercial air transportation should not exceed the regular coach fare.
- (2) All air travel should be approved in advance by the City Manager.
- (3) The travel agency should bill the City whenever possible.

e. Other Public Conveyance

- 1) Rail, bus, or travel by other public conveyance will be allowed if travel by such means is necessary and the cost does not exceed other means of travel.

B. Lodging

1. All City employees are expected to stay in a moderately priced hotel or motel located reasonably close and convenient to the place where business will be transacted.
2. Expenditures for lodging must be reasonable. It is recognized that expenditures will vary by geographic location; the City will pay the prevailing single room rate per employee at the place of lodging.
3. When two or more employees of the same sex are attending the same event, the sharing of quarters is encouraged. When quarters are shared, the double room rate will be reimbursed.

C. Meal Allowance

1. Meal allowances, except for overnight travel to those localities designated in IRS Publication 1542, will be reimbursed at the IRS Standard meal allowance if the criteria in 2 and 3 are met. For those localities listed in Publication 1542, reimbursement for overnight travel will be at the rates listed for each location.
2. The following time schedule for departure and return shall determine eligibility for reimbursement for meals at the various meal allowance amounts.

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
If departure before	7:00 AM	11:00 AM	5:00 PM
If return after	8:00 AM	1:30 PM	7:00 PM
\$51 Meal Allowance	\$ 11.00	\$ 14.00	\$26.00
\$54 Meal Allowance	\$ 13.00	\$15.00	\$26.00
\$59 Meal Allowance	\$ 14.00	\$17.00	\$28.00
\$64 Meal Allowance	\$16.00	\$18.00	\$30.00
\$69 Meal Allowance	\$17.00	\$19.00	\$33.00
\$74 Meal Allowance	\$18.00	\$20.00	\$36.00

These amounts are per diem allowances and do not need to be supported by receipts. Any meal allowance not shown in the schedule above will be allocated by the Department of Finance in a manner similar to the above schedule.

3. The hour and date of departure must be shown on the travel expense report.

4. Tips and gratuities are included in the meal allowance.
5. All claims against per diem begin at the time the employee commences travel away from the normal place of employment and ends when the employee returns to the place of departure.
6. Departments will be furnished revised information from Publication 1542 as it is updated by the IRS.

D. Other Travel Expenses

1. Charges for long distance and local business calls will be allowed.
2. Tips (other than for meals, which is included in the per diem) are considered as a proper item of traveling expenses, provided the amounts are in proportion to the services rendered. They should be listed separately on the Travel Expense Report.
3. Conference and registration fees will be paid directly by the City.

E. Non-Reimbursable Items

1. Personal expenses such as haircut, valet, laundry and beauty parlor are not reimbursable.
2. Self-entertainment activities such as paid TV movies, night clubs, sporting events, health clubs, dinner theaters, alcoholic beverages, or other social activities are not reimbursable.
3. Snacks outside and in addition to meal allowances are not reimbursable.
4. The cost of traveler's checks or money orders is not a reimbursable item.
5. Loss of funds or personal belongings while traveling is the responsibility of the employee and will not be reimbursed.
6. Expenses of books, supplies, postage, stenographic help, VCR and computer tapes and diskettes and other items that do not constitute actual traveling expenses should not be made a part of the travel claim.
7. Employees will not be reimbursed for any fines for traffic violations, parking tickets, or costs incurred because of accidents.
8. Additional costs incurred due to the employee being accompanied by a spouse or other individuals not involved in City business are not allowable costs. Such costs would include the additional expense of a double room, extra meal costs, etc.
9. No additional allowance will be permitted for meals included in registration and conference fees. If lodging is included, it cannot be claimed twice.
10. Travelers will not be allowed either mileage or transportation expense when they are transported gratuitously by another person or when they are transported by another traveler who is entitled to mileage or transportation expense.

VI. Entertainment Expenses

- A. For reimbursement, all entertainment expenses must be approved in advance by the City Manager.

- B. When an official or employee believes that it is in the best interest of the City of Athens to have a guest join him/her for a meal, such person may obtain reimbursement for such meal and associated expenses provided that a receipt noting the guest's name and professional affiliation is submitted with the Travel Expense Report. The expense report must include the IRS substantiation requirements of date, time, place, and business purpose. The per diem meal allowance for the meal cannot also be claimed.
- C. The regulations noted directly above apply whether the expense is incurred while traveling or within the City limits.