



ATHENS CITY COUNCIL WORK SESSION AGENDA

Monday, February 10, 2025, 5:00pm

Athens Municipal Building
Burkett L. Witt Council Chambers

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. DISCUSSION

A. City Councilmember's Items

1. Mayor Larry Eaton Items

- (1-2) a. City Hall Renovations and/or Relocation

2. Councilmember Steve Sherlin's Items

- (3-8) a. Reconsider the Demolition of North City School and Rescind the Approved Demolition Motion from December 17, 2024, Regular Session.
- (9-10) b. Clarify approved motion of the November 15, 2022 Regular Session Concerning Council Rights to Acquire Any and All information of Public Records Without Redaction or Cost.
- (11-14) c. Elimination of Patio Homes from the Zoning Code.
- (15-16) d. Amend Downtown Historic Overlay District to exclude all property owned by TWU.

3. Councilmember John Duggan's Items

- (17-18) a. Residential Streets Speed Limit

(19-22) **B. Historic Overlay District for Downtown**

Second reading of ORDINANCE NO. 1136:

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, PROVIDING THAT THE ATHENS MUNICIPAL CODE, TITLE 14, CHAPTER 2 OF THE ZONING ORDINANCE, BE AMENDED BY REVISING SECTION 3.04.14 SO AS TO ADD SUBSECTION "G" THAT ESTABLISHES THE H-2 HISTORIC OVERLAY DISTRICT LIMITS AS BOUNDED BY COLLEGE STREET, GREEN STREET, PARK STREET AND HILL STREET; AND PROVIDING THAT THE OFFICIAL ZONING MAP IS AMENDED SO AS TO ATTACH THE H-1 HISTORIC OVERLAY DISTRICT AS DESCRIBED HEREIN AND ON THE ATTACHED MAP; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

- (23-26) **C. Bid Award for RFP 24-09 for Heritage Park Playground Equipment and other Amenities**

- (27-34) **D. Bid Award for RFP 25-01 for July 4th Fireworks at Regional Park**

- (35-60) **E. Installation of Safe Haven Baby Box at Fire Station Headquarters**
- (61-66) **F. Memorandum of Agreement Between the City of Athens and McMinn Regional Humane Society**
- (67-72) **G. Road and Railroad Safety Improvements at the Intersection of W. Madison Avenue, Rocky Mount Road and Old Riceville Road**
Resolution No. 2025-04
A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT FROM THE TENNESSEE OFFICE OF RAIL ENGINEERING THROUGH TENNESSEE THE HIGHWAY-RAILROAD GRADE CROSSING PROGRAM.
- (73-76) **H. Recodification of Athens City Code**
First Reading of ORDINANCE NO. 1137:
AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF ATHENS, TENNESSEE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.
- (77-106) **I. Updating the City's MS4 Stormwater Ordinance 1138 for Compliance**
First Reading of ORDINANCE NO. 1138:
AN ORDINANCE AMENDING TITLE 14 ENTITLED 'ZONING AND LAND USE CONTROL' BY AMENDING CHAPTER 5 OF THE ATHENS MUNICIPAL CODE TO AMEND THE STORMWATER MANAGEMENT ORDINANCE.
- (107-108) **J. Requesting County Funds in the Amount of \$42,000 to Acquire Two LUCAS Chest Compression Devices for the City Fire Department**
- (109-110) **K. Submitting a 2025 Tennessee Rescue Squad Grant Application**
- IV. NEW BUSINESS**
- V. BOARDS & COMMITTEES**
- (111-112) **A. Appointment to the McMinn County Library Board**
1. Jacob Burnette
2. Amy Sullins
3. Frances Witt-McMahan
- (113-114) **B. Appointment to Council Advisory Committee (Pelley)**
1. William (Bill) Wilson Jr.
- (115-116) **C. Appointment to Historic Preservation Commission**
2. Kim Cochran-Graham



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Agenda Item

III. A. 1. a. Discussion of City Hall Renovations and/or Relocation

Overview

City Hall renovations and/or relocation have been discussed for several years. Expansion plans have been prepared, appraisals have been obtained, but no decision has been made. City Hall is at its maximum capacity for personnel, its mechanical systems such as the HVAC system are at the end of their useful life, the building is not ADA compliant, and IT infrastructure needs to be upgraded, among other issues.

Discussion needs to occur regarding the City Hall building and a decision made to either:

- 1) construct a new City Hall Annex on the existing campus and move several departments into the new Annex and renovate the existing City Hall for the remainder of the departments, or
- 2) acquire an existing building downtown, renovate that building, relocate City Hall departments to that building, and renovate the existing City Hall for the Fire Department and Police Department as a Public Safety Complex.

Once a direction is determined, a RFP can be prepared to engage an architect to design, bid out, and construct/renovate a facility. A project of this size would take about 18-24+ months to complete.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

All





ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. A. 2. a. Discussion of Reconsider Demolishing North City School and Rescind the Approved Demolition Motion from December 17, 2024, Regular Session.

Overview

During the December 9, 2024 work session, the Council discussed disposing of North City School. During the December 17, 2024 regular session, a majority of Council voted to demolish North City School.

Councilmember Sherlin requested that the demolition of North City School be reconsidered during the January 13, 2025 work session. During the January 21, 2025 regular session, the motion to reconsider failed on a 2-2 vote with Councilmember Sherlin being absent from the meeting.

Councilmember Sherlin has requested the demolition of North City School be reconsidered again at the February 10, 2025 work session.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for further consideration.

Affected Departments

Purchasing

Summary of Salient Facts

Property Identification

Property Name	North City School
Property Address	1601 Palos St Athens, McMinn County, Tennessee 37303
Latitude & Longitude	35.458535, -84.60794
Tax Parcel Number	056C-A-054.00
Property Owner	City of Athens Tennessee

Site

Zoning	Medium Density Residential District (R-2)
FEMA Flood Map No.	47107C0203D
Flood Zone	Zone X
Gross Land Area	7.920 acres
Usable Land Area	7.920 acres

Existing Improvements

Property Use	School, University
Occupancy	0.0% -
Gross Building Area (GBA)	43,608 sf
Net Rentable Area (NRA)	43,608 sf
Condition	Poor
Construction Class	C - Masonry
Construction Quality	Average

Valuation Opinions

Highest & Best Use - As Vacant	Residential, multi-family, or special purpose use
Highest & Best Use - As Improved	Raze or renovate the current improvements into some form of special purpose or multi-family development
Reasonable Exposure Time	12 months
Reasonable Marketing Time	12 months

Improvements Description

Improvement Characteristics

Property Type:	Special Purpose
Property Subtype:	School, University
Construction Class:	C - Masonry per Marshall Valuation Service
Construction Quality:	Average
Gross Building Area (GBA):	43,608 SF (based on Owner)
Net Rentable Area (NRA):	43,608 SF (based on Owner)

Ratios & Parking

Land-to-Building Ratio:	7.91 to 1 (Usable Land/GBA)
Floor Area Ratio (FAR):	0.13 (based on GBA)

Age / Life

Condition:	Poor
Effective Age:	45 to 45 years
Typical Building Life:	50 years
Remaining Economic Life:	5 to 10 years

Structural Characteristics

Foundation:	Concrete slab
Building Frame:	Masonry
Exterior Walls:	Masonry and glass
Roof Material:	Built-Up

Interior Characteristics

Floors:	Carpet, tile, and concrete
Walls:	Drywall, brick, and concrete block
Ceilings:	Acoustical tile
Lighting:	Fluorescent
Restrooms:	Adequate and typical for the intended use

Mechanical Systems

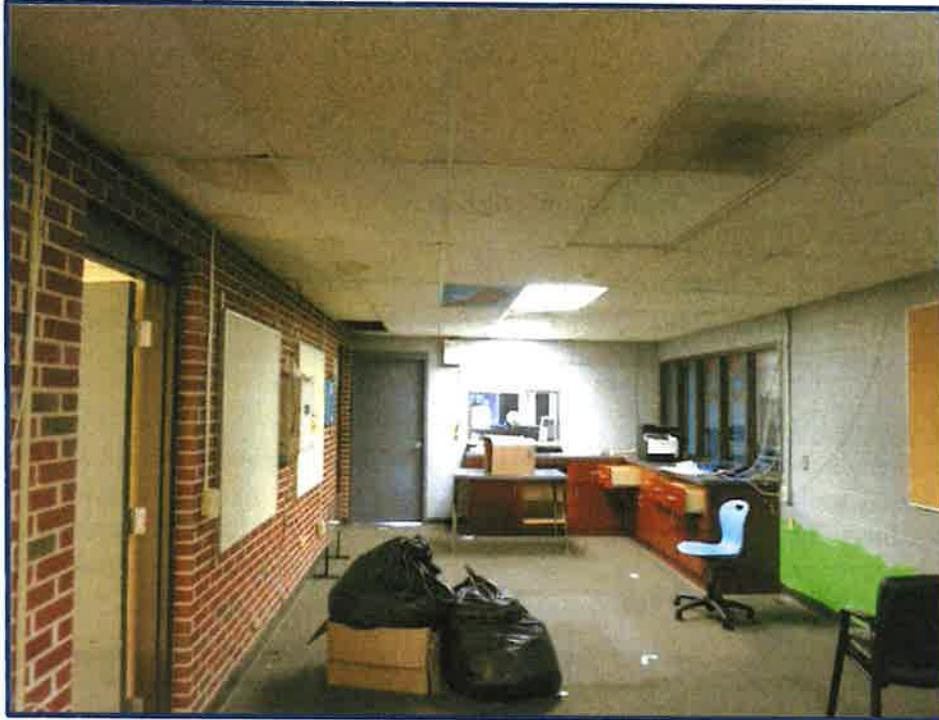
Electrical:	Assumed adequate
Plumbing:	Assumed adequate for the intended use
Heating:	Central HVAC
Air Conditioning:	Central HVAC

Aerial View

AERIAL VIEW



Subject Photographs



Subject property interior



Subject property interior



Subject property interior



Subject property interior



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Agenda Item

III. A. 2. b. Clarify approved motion of the November 15, 2022 Regular Session Concerning Council Rights to Acquire Any and All information of Public Records Without Redaction or Cost.

Overview

Page 4 of the Minutes for November 15, 2022 City Council Regular Session are attached. Item 17, a motion for “all city council personnel go through the City Manager to get information requests”, is highlighted.

The November 15, 2022 Minutes were approved during the City Council Regular Session on December 20, 2022.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

All

- 12 -

APPROVE A 3% PAY INCREASE AND A 3% PAY RANGE INCREASE FOR THE PAYROLL DATED DECEMBER 9, 2022.

Vice Mayor Eaton moved, Council Member Pelley seconded to postpone discussion until December 12 work session. Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Eaton, Sherlin
NAYS: None

- 13 -

DISCUSSION OF CITY MANAGER'S EMPLOYMENT AGREEMENT AND ANY ACTION, IF NECESSARY.

No action was necessary for this item as action was taken at the called meeting on November 14, 2022.

- 14 -

Council Member Pelley moved, Vice Mayor Eaton seconded, a motion that the contractual agreement will be ceased with the City Attorney at the end of the meeting. Council Member Pelley called for question, question was accepted. Roll call vote:

AYES: Pelley, Eaton, Sherlin
NAYS: Curtis, Witt-McMahan

- 15 -

Vice Mayor Eaton moved, Council Member Pelley seconded, to appoint attorney Bill Buckley as interim City Attorney for up to 3 months. Roll call vote:

AYES: Pelley, Witt-McMahan, Eaton, Sherlin
NAYS: None
ABSTAIN: Curtis

- 16 -

Vice Mayor Eaton moved, Council Member Pelley seconded, to make a motion to livestream all City Council meetings and Study Sessions on Facebook. Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Eaton, Sherlin
NAYS: None

- 17 -

Vice Mayor Eaton moved, Council Member Pelley seconded, a motion all city council personnel go through the City Manager to get information requests. Roll call vote:

AYES: Curtis, Pelley, Witt-McMahan, Eaton, Sherlin
NAYS: None

- 18 -

Mayor Sherlin appointed council members to city Boards and Committees as follows:

Vice Mayor Eaton- Athens Utilities Board
Council Member Pelley- Economic Development Authority, McMinn County Senior Citizens Center, Friendly City Sister Cities
Council Member Witt-McMahan- Planning Commission, McMinn County Juvenile Services, Athens Parks Foundation
Council Member Curtis- Planning Commission, Historic Preservation
Mayor Sherlin- Board of Zoning Appeals



ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. A. 2. c. Elimination of Patio Homes from the Zoning Code.

Overview

Sections of the Zoning Code are attached.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

All

→ 3.04.02 R-1 LOW DENSITY RESIDENTIAL DISTRICT. ←

A. District Description:

This residential district is intended to be used for single-family residential areas with fairly low population densities. Additional permitted uses include uses and facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function necessary to the residential environment. Internal stability, attractiveness, order, and efficiency are encouraged by providing for adequate light, air, and open space for dwellings and related facilities and through consideration of the proper functional relationship of each element.

B. Uses Permitted:

In the R-1 Low Density Residential District, the following uses and their accessory uses are permitted:

1. Single-family detached dwellings, but not including mobile homes.
2. Utility facilities necessary for the provision of public services.
3. Home occupations as regulated in Section 4.06 of these regulations.

C. Uses Permitted on Review:

In the R-1 Low Density Residential District, the following uses and their accessory uses may be permitted subject to review and approval of the Board of Zoning Appeals in accordance with the provisions of Section 6.07 of these regulations.

1. Zero-lot line townhouses on twenty-four (24) foot wide minimum lots (see Section 4.20 in Chapter 4 for requirements).
- 2. Patio homes on sixty (60) foot wide minimum lots (see Section 4.20 for requirements). ←
3. Golf courses, parks, country clubs, and swimming pools.
4. Schools, colleges, and other educational institutions.
5. Lodge halls, civic organizations, and private clubs, except clubs in which the chief activity is customarily carried on as a business.
6. Planned unit development, subject to the provisions of Section 4.09.01.

→ 3.04.03. R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT. ←

A. **District Description:**

This residential district is intended to promote and encourage the establishment and maintenance of a suitable environment for urban residence in areas which by location and character are appropriate for occupancy by moderate density, single-family and selected multiple-family dwellings. One of the important purposes of this district is to create adequate standards of residential development in order to prevent overcrowded and unhealthy conditions. The intensity of land use should not be so great as to cause congestion of buildings or traffic or overload existing sanitary facilities. Densities should be limited to provide adequate light, air, and usable open space for the residents and adequate space for all related facilities.

B. **Uses Permitted:**

In the R-2 Medium Density Residential District, the following uses and their accessory uses are permitted:

1. Single-family detached dwellings, but not including mobile homes.
2. Churches or similar places of worship, but not including temporary missions, revival tents, or church camps.
3. Utility facilities necessary for the provision of public services.
4. Two-family dwellings (duplexes).
5. Home occupations, as regulated in Section 4.06 of these regulations.

C. **Uses Permitted on Review:**

In the R-2 Medium Density Residential District, the following uses and their accessory uses may be permitted subject to review and approval by the Board of Zoning Appeals in accordance with the provisions of Section 6.07.

1. Zero-lot line townhouses on twenty (20) foot wide minimum lots (see Section 4.20 in Chapter 4 for requirements).
- 2. Patio homes on fifty (50) foot wide minimum lots (see Section 4.20 for requirements). ←
3. Planned unit development, subject to the provisions of Section 4.09.01 of these regulations.

→ 3.04.04. R-3 HIGH DENSITY RESIDENTIAL DISTRICT. ←

A. District Description:

This residential district is intended to promote and encourage the establishment of a suitable environment for high density residential use in areas which by location and character are considered appropriate. The intent of the provisions of this district is to create adequate standards for such residential development. The intensity of land use should not be so great as to cause congestion of buildings or traffic or to overload existing sanitary facilities.

B. Uses Permitted:

In the R-3 High Density Residential District, the following uses and their accessory uses are permitted:

1. Single-family dwellings, but not including mobile homes.
2. Two-family dwellings (duplexes).
3. Apartment units in existing residential structures.
4. Multi-family dwellings (that is, apartment buildings).
5. Zero-lot line townhouses on eighteen (18) foot wide minimum lots (see Section 4.20 in Chapter 4 of these regulations for requirements).
- 6. Patio homes on fifty (50) foot wide minimum lots (see Section 4.20 ← of these regulations for requirements).
7. Churches or similar places of worship, but not including temporary missions, revival tents, or church camps.
8. Recreation facilities associated with housing and residential development.
9. Utility facilities necessary for the provision of public services.
10. Assisted Living Facilities, Nursing Homes and the like.
11. Home occupations as regulated in Section 4.06 of these regulations.

C. Uses Permitted On Review:



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Agenda Item

III. A. 2. d. Amend Downtown Historic Overlay District to exclude all property owned by TWU.

Overview



Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

All





ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. A. 3. a. Discussion of Residential Streets Speed Limit

Overview

This topic was first discussed at the January 13, 2025 Work Session. It was moved to the February 18, 2025, Work Session. The following information is from the Athens City Code:

Title 15 Chapter 3

15-301

In general. It shall be unlawful for any person to operate or drive a motor vehicle upon any highway or street at a rate of speed in excess of thirty (30) miles per hour except where official signs have been posted indicating other speed limits in which cases the posted speed limit shall apply.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

All





ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. B. Discussion of a Historic Overlay District for Downtown

Overview

The city's Historic Preservation Commission, during their November 7, 2024 meeting, discussed a historic overlay be put in place in the downtown area. The Historic Preservation Commission also conducted a public workshop during their December 5, 2024 meeting on the proposed boundary. During that meeting, the Commission approved to recommend to the Regional Planning Commission that a historic overlay district be put in place in the downtown area with a specific boundary.

The city's Regional Planning Commission, during their January 6, 2025 meeting, recommended to the City Council that a downtown commercial historic overlay district with a specific boundary (attached) be adopted.

Attached is a proposed ordinance that would establish the H-2 Historic Overlay District for the downtown area. If approved, the properties within the overlay district would be subject to the Historic Preservation Commission's Design Review Guidelines that were established in 2019.

Summary of January 21, 2025 Regular Meeting

The first reading of the ordinance occurred and the required public hearing noticed was published on January 25, 2025.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for a second reading and adoption.

Affected Departments

Community Development

ORDINANCE NO. 1136

AN ORDINANCE OF THE CITY OF ATHENS, TENNESSEE, PROVIDING THAT THE ATHENS MUNICIPAL CODE, TITLE 14, CHAPTER 2 OF THE ZONING ORDINANCE, BE AMENDED BY REVISING SECTION 3.04.14 SO AS TO ADD SUBSECTION "G" THAT ESTABLISHES THE H-2 HISTORIC OVERLAY DISTRICT LIMITS AS BOUNDED BY COLLEGE STREET, GREEN STREET, PARK STREET AND HILL STREET; AND PROVIDING THAT THE OFFICIAL ZONING MAP IS AMENDED SO AS TO ATTACH THE H-1 HISTORIC OVERLAY DISTRICT AS DESCRIBED HEREIN AND ON THE ATTACHED MAP; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Athens, Tennessee created the Athens Historic Preservation Commission, hereinafter "AHPC", by Ordinance 973, and charged the AHPC with the duty of studying boundaries for an historic overlay district and other duties including the determination of appropriateness of proposed construction and demolition within the historic overlay district and;

WHEREAS, the AHPC has considered potential historic overlay district boundaries and conducted a public workshop at their December 5, 2024 regular meeting on the proposed boundary prior to making a recommendation to the Athens Municipal Regional Planning Commission, hereinafter "AMRPC" on the proposed boundaries, and;

WHEREAS, the AMRPC met in an open public meeting on January 6, 2024 and recommended the AHPC Historic Overlay District boundary as described herein.

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

SECTION 1. The Athens Municipal Code Title 14, Chapter 2, be amended by revising Section 3.04.14 by adding subsection "G" as follows:

G. H-2 HISTORIC OVERLAY DISTRICT

The established district is bound by College Steet, Green Street, park Street and Hill Street.

The H-2 District is an overlay zone that is to be attached to the official zoning map in following the process for a zoning map amendment. The H-2 District is an overlay district, meaning that the underlying zoning designation of the property prior to the attachment of the overlay zone is unchanged by the attachment of the zoning overlay district. Permitted uses, conditional uses, setbacks, and other property development rights and requirements affected by zoning are not affected by the H-2 District except as provided within the authority of the Athens Historic Preservation Commission established by Section 3.04.14.

SECTION 2. The official zoning map of the City of Athens, Tennessee, is hereby amended to attach the H-2 Overlay District to the properties identified inside the outline boundary on the attached illustration and incorporated herein.

SECTION 3. That all Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent necessary to implement this ordinance.

SECTION 4: In the event that any part of this ordinance is invalidated by a court of competent jurisdiction, all other parts, shall remain in full force and effect unless otherwise lawfully repealed or amended.

SECTION 5: This ordinance shall take effect immediately upon passage on second reading, the public necessity requiring it.

ORDINANCE NO. 1136

FIRST READING: **January 21, 2025** **Passed**
SECOND READING:
DATE OF PUBLIC HEARING:

ATTEST:

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney

ORDINANCE NO. 1136





ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. C. Discussion of Bid Award for RFP 24-09 for Heritage Park Playground Equipment and Other Amenities

Overview

The city was awarded a \$1,250,000 LPRF 50%/50% matching grant from the state to renovate Heritage Park to include renovation of the baseball field, adding a walking trail, ADA compliance, and a replacement playground. Lose Design has prepared a Heritage Park concept plan (attached) and is preparing the overall construction documents.

This park improvement project will entail a two-step process. The first step will be to select a playground vendor to design a playground and prepare bid specifications for other park amenities such as benches and trash cans, obtain state approval, and incorporate that information in the overall bid specifications. The second step would be to bid out the entire project (renovations to the baseball field, walking trail, ADA compliance, and replacement playground), have the city council award the bid, and construction can begin.

An RFP process to select a playground vendor has been concluded and staff is recommending Bluegrass Recreation Sales and Installation, LLC be selected to design the playground equipment.

A memo from the Interim Public Works Director with additional information is attached.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Parks & Recreation



PUBLIC WORKS

TO: Randall Dowling, City Manager
FROM: Kevin L. Helms, Project Manager/Interim Public Works Director
Cc: Ben Burchfield, Public Works Director
DATE: February 4, 2025
SUBJECT: LPRF Grant Project at Heritage Park

Summary

The LPRF grant project at Heritage Park includes a two-part purchasing process. Once everything is finalized, there will be a request for bids for a General Contractor to perform all the work outlined within the scope of the project. The City has also issued a Request for Proposals to acquire playground equipment and other park amenities as part of the grant project. The primary contract with the GC will stipulate that these items are owner provided, and contractor installed. The grant provides 50% funding for all project expenses up to the maximum budget of \$1,250,000.

The decision was made to use a request for proposals for this phase of the project because of the design factors involved in this purchase due to the countless customization options involved in acquiring playground equipment. The selection of a vendor is based upon several factors with price being just one of those. The vendor has proposed a conceptual plan for the playground, but once a vendor is awarded the work staff will work with the vendor to create a detailed design to be submitted to the state for review and approval. This process is in keeping with both the City's purchasing policies and the requirements of the LPRF Grant Program.

A committee comprised of the Parks and Recreation Director, Purchasing Officer, Finance Director, and Project Manager reviewed the proposals which met the minimum stated requirements. The proposals were evaluated based upon the following criteria:

- Function, durability, and design of proposed playground
- The number of play features included
- Ability to coordinate the design of features and amenities now and in the future
- Proven ability with similar projects
- History and years of experience
- Ability of the City to inspect and repair equipment
- Capacity to perform the required work in the timeframe allotted
- Overall cost of proposal



PUBLIC WORKS

After reviewing all the proposals which met the minimum qualifications, the committee recommends awarding the contract to Bluegrass Recreation Sales and Installation, LLC. Once a design has been finalized, it will be submitted to the state for approval. After receiving state approval, the design will be incorporated into the bid documents for the overall project followed by the project being let for bids. Once the lowest and best bid has been determined, the bids will be brought to Council for final approval to proceed to construction.

Action Item

City Council to pass a motion to award the purchase of items under this request for proposals (RFP #24-09) to Bluegrass Recreation Sales and Installation, LLC as recommended by the review committee.



ATHENS CITY COUNCIL WORK SESSION

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Agenda Item

III. D. Discussion of Bid Award for RFP 25-01 for July 4th Fireworks at Regional Park

Overview

The city conducts an annual July 4th fireworks event at Regional Park. To prepare for the 20 minute July 4, 2025 event, bid documents were prepared and distributed. On the bid deadline date of January 30, 2025, one response was received. Attached are the memorandum from the Purchasing Division, bid tabulation sheet, and vendor contract.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Parks & Recreation



PURCHASING DEPARTMENT MEMORANDUM

To: Mike Keith, Finance Director

From: Angela Robbins, Purchasing Assistant

Date: February 3, 2025

Re: RFP 25-01 Fireworks Display

On January 30, 2025, proposals were opened for the July 4th Fireworks Display. One (1) vendor submitted a proposal on time and is recorded on the attached bid tabulation.

I recommend the bid be awarded to the bidder, Pyro Shows, for \$43,249.00. Pyro Shows is very familiar with our park and our operations, as they have been our fireworks supplier for over ten years.

CONTRACT

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

WITNESSETH

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

ARTICLE 1 – GENERAL OVERVIEW

ARTICLE 2 – GOALS & OBJECTIVES

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

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

ARTICLE 3 – CONTRACT TERM & TERMINATION

This contract term begins from _____ to _____.

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

ARTICLE 4. PRICE AND PAYMENT

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

ARTICLE 5. CHANGE ORDERS

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

ARTICLE 6. QUALITY CONTROL AND SUPERVISION

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

ARTICLE 7. HOLD HARMLESS

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

ARTICLE 8. GENERAL LIABILITY & WORKER'S COMPENSATION

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

ARTICLE 9. CONTROLLING LAW

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

ARTICLE 9.1 ALTERNATE DISPUTE RESOLUTION

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

ARTICLE 10. RELATION OF THE PARTIES

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

ARTICLE 11. NON-ASSIGNMENT

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

ARTICLE 12. ENTIRE CONTRACT

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

ARTICLE 13. CONTRACT DOCUMENTS

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

- a.
- b. Contractor's written response

ARTICLE 14. ADDITIONAL ITEMS

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

Approved as to Form and Legality:

City Attorney

CITY OF ATHENS, TENNESSEE

BY _____
Mayor

Attest:

City Manager

CONTRACTOR

Company Name

BY _____
Authorized Officer

Title





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. E. Discussion of Installation of a Safe Haven Baby Box at Fire Station Headquarters

Overview

TCA 68-11-255 and 36-1-142 authorize fire departments, among other facilities, that are staffed 24 hours a day to accept an infant 14 days or younger upon the voluntary delivery of the infant by the infant's mother. TCA 36-1-142 further describes how the surrendered infant would be processed after delivery to the fire station. TCA 68-11-255 further elaborates on the methods that a parent could use to surrender an infant.

One of the methods of surrender is through a newborn safety device that is designed to permit a mother to anonymously place a newborn infant aged 14 days or younger in a device with the intent to leave the newborn infant for an emergency medical services provider to remove the newborn infant from the device and take custody of the newborn infant. The device would be professionally installed inside a participating fire station that is staffed continuously on a 24-hour basis every day by a licensed emergency medical services provider, located in an area that is conspicuous and visible to staff of the fire station, and has an adequate dual alarm system connected to the physical location where the device is installed that is tested at least once per month to ensure the alarm system is in working order. The state law further requires the fire station staff to visually check the device at least twice per day to ensure the alarm system is in working order. State law also states the fire department and employees are immune from criminal or civil liability for damages as a result of actions taken.

A local representative from Safe Haven Baby Boxes, a 501(c)3 charitable organization founded in 2015 and headquartered in Indiana, has approached the city to determine the city's interest in installing, leasing, and maintaining a baby box at the Fire Station Headquarters. This organization's mission is to save babies from illegal abandonment and provide an anonymous option for surrendering parents in accordance with state laws. According to the company's literature, the baby box would be professionally installed by a contractor within an exterior wall. The baby box would also be climate controlled. In a nutshell, when the parent opens the door to the baby box, a silent alarm would be triggered that would notify 911 the door has been opened. When the infant is placed inside the bassinet, another silent alarm would be triggered that would notify the 911 Center again. The exterior door would then automatically lock. On the other side, a firefighter would take the surrendered infant to the local hospital for medical evaluation and processing.

Safe Haven Baby Boxes has installed these devices nationwide. Nearby, they have been placed in the fire departments in Loudon, Kingston, Knoxville, Clinton, Tullahoma, Murfreesboro, and Oakridge just to name a few. For more information about this company, visit their website at <https://www.shbb.org/>



The Baby Box is flush with the outside wall and sealed.



Add 1 inch insulation around the Baby Box.

Do not force insulation as the baby box is made of plastic and can shift.

SAFE HAVEN BABY BOXES 2024 INFORMATIONAL PACKET

Thank you so much for your interest in Safe Haven Baby Boxes! We are so grateful for your dedication to changing the outcome for mothers in crisis and infants. We dream of Safe Haven Baby Boxes in all 50 states, which is possible with help from incredible supporters like you! The complete process of obtaining a Baby Box for your community is detailed in this packet.

**CHECK OUT OUR PSA
(click below):**
[Safe Haven Baby Boxes PSA](#)



ESTABLISHED IN 2015

FOUNDED BY MONICA KELSEY

ABOUT US



Monica Kelsey founded Safe Haven Baby Boxes in 2015 after an inspiring trip to South Africa. During this trip, Monica saw a Baby Box in action and saw how it provided a safety net for parents in crisis. Monica made it her mission to help parents in crisis as her own birth mother was when she abandoned Monica as an infant. The first step is raising awareness and educating the public about the Safe Haven laws.

Safe Haven Baby Boxes is the only organization providing an anonymous option for parents to safely surrender their infant. Illegal abandonments show us that mothers are seeking to keep their identity secret. We seek to rewrite the story by giving mothers and innocent infants a better chance. The infant will go through a closed adoption and the parents free from prosecution.

Our organization staffs a 24 Hour National Crisis Hotline, 1-866-99BABY1. The hotline has provided counseling for over 7000 callers from all over the United States. This service has led to over 130 babies surrendered at Safe Haven locations and 39 babies thus far surrendered in a Baby Box.

HOW DO THE BABY BOXES WORK?

The Safe Haven Baby Box is a state of the art device. It legally permits a mother in crisis to safely, securely, and anonymously surrender her unwanted newborn. The Baby Box is a climate controlled safety device provided for under a state's Safe Haven Law. The installation of the box occurs on the exterior wall of a firehouse or hospital.

Prior to the box being active, tests occur at every stage of design, development, and deployment. It features multiple alarms in the device which alert first responders there has been a baby surrendered. The boxes alarms are tested weekly to ensure there will be no failures. None of these alarm systems have ever failed. The staff responsible for the box is trained on how the device operates.

The parent opens the door to the Baby Box, which triggers a silent alarm and a call goes to 911 dispatch. The infant is placed in a medical bassinet. A sensor located on the inside of the box triggers a second 911 dispatch call. The exterior door automatically locks upon placement of a newborn. Within five minutes the infant will be rescued by first responders. An interior door allows a medical staff member to secure the surrendered newborn from inside the designated building. The infant will be quickly taken to the hospital for medical evaluation.





It provides the community the opportunity to proactively save the lives of children since many are not aware of the Safe Haven Law.

Lack of knowledge about the law and prohibiting anonymity has historically produced catastrophic and devastating results of babies being abandoned.



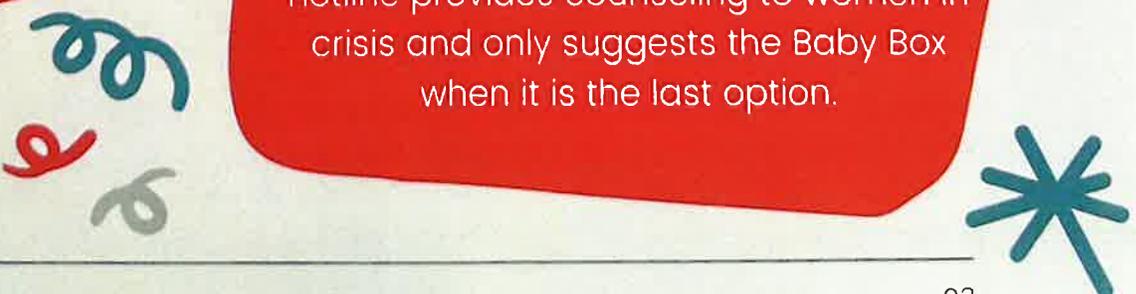
Many women in crisis want and need anonymity when surrendering an infant, either because of fear of being recognized, the stigma associated with the surrender, or fear of prosecution due to the lack of knowledge and misunderstanding of the Safe Haven law.



WHY DO COMMUNITIES NEED A BABY BOX?

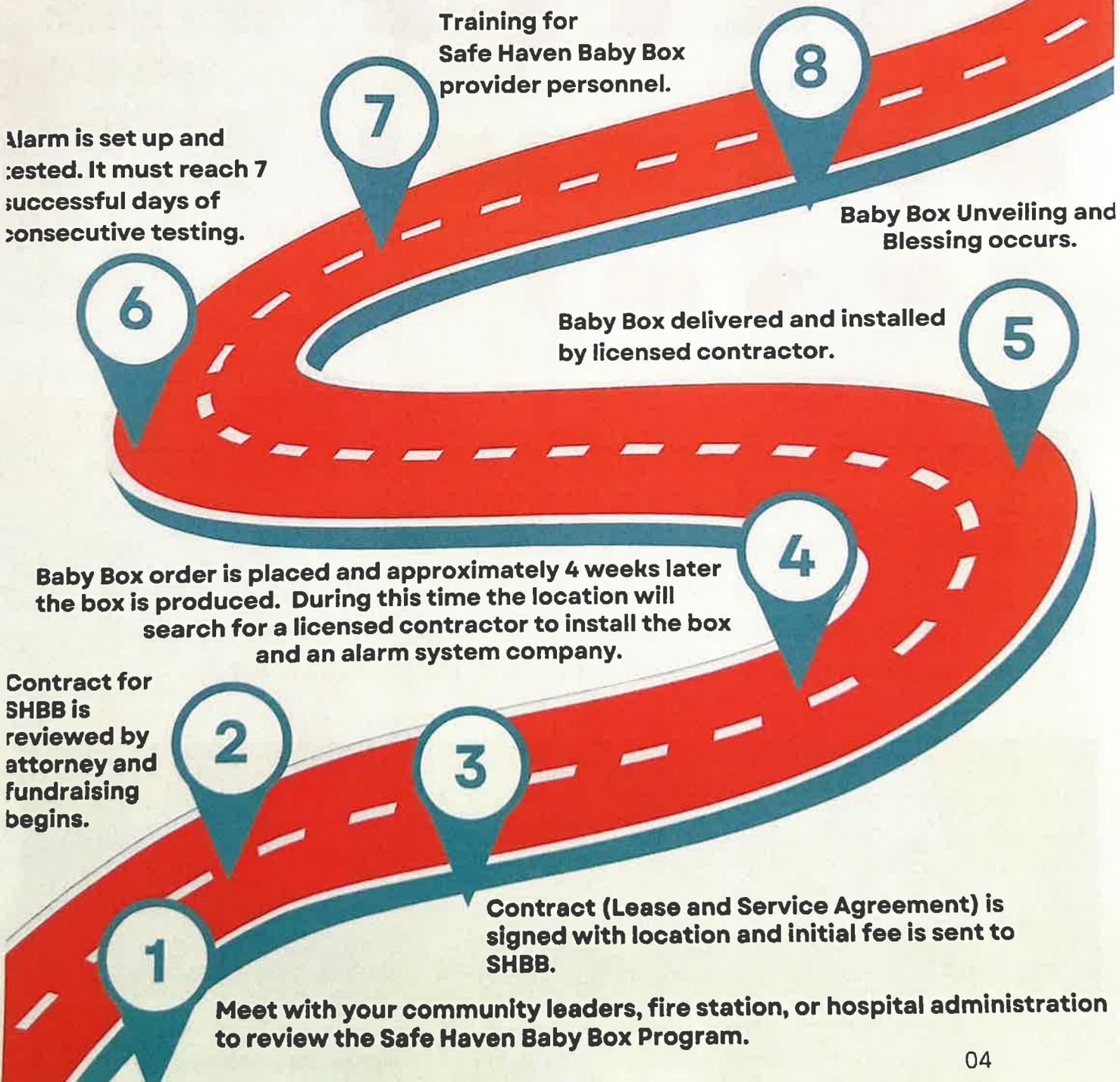
The Baby Box is tangible, and the Safe Haven law is not. By having a Baby Box in the community, you are providing an opportunity to further educate about the law.

We hope and pray for a face-to-face surrender as it benefits both the mother and infant. The Safe Haven Baby Box hotline provides counseling to women in crisis and only suggests the Baby Box when it is the last option.



Road to Active Baby Box

Baby Box goes live and available to aid infants with parents in crisis.



CAN I PLACE A BABY BOX IN MY COMMUNITY?

Yes, however, some states have made it easier than others.

States with
existing
legislation
permitting
placement of
Baby Boxes



Oklahoma



Maine



Arizona



Kentucky



Arkansas



Virginia



Indiana



Ohio



Louisiana



Missouri



Tennessee



Texas



Pennsylvania



Iowa



Alabama



Mississippi



Kansas



West Virginia



Montana



Wisconsin

If your state is not above, do not be discouraged. Ideally all states would allow for anonymous surrender and we have a team in place to work on passing legislation at the state level. Please reach out to your state representative and senator to express the importance of updating your state's Safe Haven Law to allow for the placement of Baby Boxes.

The fees for Safe Haven Baby Boxes start around \$15,000 depending on installation and location.

*These prices are good for 90 days after the receipt of this informational packet *

Safe Haven Baby Boxes Policies and Procedures for Association with Foster Care and/or Adoption Agencies

Purpose of Policy

Safe Haven Baby Boxes (SHBB) is a registered 501(c) 3 charitable organization whose express mission is to save babies from illegal abandonment and provide a truly anonymous option for surrendering parents in accordance with each individual state's statutes.

Safe Haven Baby Boxes is not a governmental agency and is not involved in the infant's care and placement process following the legal surrender of an infant as defined by the State Statute. Safe Haven Baby Boxes expressly prohibits any affiliation, endorsement, or official connection with any placing agency, foster care agency, or adoption agency, private or public.

SHBB and its board, staff, contractors, or volunteers are not affiliated, associated, authorized, endorsed by, or in any way officially connected with any child-placing agency or adoption attorney.

This strict policy is in place in order to prevent even the "appearance" of SHBB profiting in any way from the surrender of an infant in one of the baby boxes, or directly to personnel at a fire station, hospital, or EMS provider with a baby box installed.

This policy includes, but is not limited to the following:

- No child-placing agency, or private adoption attorney will pay fees to SHBB for the installation and ongoing operation of a Safe Haven Baby Box.
- No child-placing agency, or private adoption attorney will donate money, goods, or services to SHBB directly.
- No child-placing agency or private adoption attorney will be given preferential treatment by their state's Department of Children Services or its equivalent by paying a fee or claiming affiliation with Safe Haven Baby Boxes
- No child placing agency, or private adoption attorney will raise funds using Safe Haven Baby Boxes name, or by alleging association with Safe Haven Baby Boxes.

Safe Haven Baby Boxes Ethical Code of Conduct

Safe Haven Baby Boxes is committed to the highest possible ethical standards and we encourage everyone associated with our Organization to commit to acting in the best interest of the organization and its mission. Our mission demands that we, Board and Committee Members, staff, and volunteers, as stewards of our mission, uphold the public trust and act in an ethical manner in all that we do in the name of our Organization.⁵ These ethical values include integrity, openness, honesty, accountability, fairness, respect, and responsibility. These values are the basis of our Code of Conduct and commitment to act in a manner befitting the Organization and mission.

As a public charity, we rely on the public for funding and volunteer support, which is critical to the success of our mission. The public trusts us to carry out our stated mission and to act in the best interest of the Organization. If we abuse the public trust, our ability to fulfill our mission is severely weakened. Therefore, it is critical that we operate in a manner that is above reproach in all aspects, including governance, fundraising, mission operations, legal matters, and human resources. As a public charity, we are committed to:

- Acting responsibly and with integrity;
 - Following not just the letter of the law, but the spirit of the law as well;
 - Promoting financial accountability, transparency, and best governance practices;
 - Respecting the wide variety of people who support our mission through donations of their time, talent and money;
- Being responsible stewards of our Organization, its mission, reputation, and resources
- Being open and honest in all of our dealings with both internal and external audiences.

This Code of Conduct applies to all staff members, the Board of Directors and Committee Members, and volunteers of Safe Haven Baby Boxes.

Goals of Safe Haven Baby Boxes

- Raise awareness of the Safe Haven law through the installation of Baby Boxes.
- Provide counseling to any parent in crisis.
- Use of billboards, social media, speaking engagements, and fundraisers to bring awareness to Safe Haven Laws.
- Provide a safe and anonymous option for surrendering an infant.
- Work with legislators in every state to pass a law allowing the installation of Baby Boxes.
- Install Baby Boxes in every state in the United States.

Help Us Reach Our Goals

- Assist or host a Safe Haven Baby Boxes fundraiser
- Invite Monica to speak at your church, or community event
- Attend a Baby Box Blessing
- Follow and share our social media platforms

Please contact us if you have any questions or need more information.

Email: shbb@safehavenbabyboxes.com

Phone: (888)742-2133

Website: www.shbb.org

LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of _____, 202_ by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the _____ (“Provider”).

RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”), and awareness related to preventing child abandonment.

WHEREAS, Tennessee Code §68-11-255, *et al* (the “Safe Haven Laws”), provides certain protections to local hospitals, EMS facilities, fire departments, and law enforcement facilities that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at (Insert location information and address). Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars (\$15,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately

notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying Provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after

this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

B. Attorneys' fees. Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this

Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn, IN 46797

Provider Notice shall be given to:

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding

in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

- D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____

EXHIBIT A

SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a newborn safety device provided for under the Tennessee Safe Haven Law, and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as fire; police; or EMS stations, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
 1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn may be inside the bassinet.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

- evaluation at the hospital may include screenings and examinations by physicians as determined by hospital policy and procedure.
- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
 - G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box. The unveiling/blessing date must be agreed upon between only the Provider and SHBB prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed. The first day of testing must be completed with the appropriate SHBB personnel present either over the phone or via video streaming.
 - iii Training of staff is completed via online certification and in-person by SHBB.
 - iv Final Inspection is completed via video conference or pictures sent electronically.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
- H. Pending notice or drop of security monitoring, Safe Haven Baby Boxes,

Inc. will uninstall the non-conforming location. Each Provider will provide safe haven registry information and a copy of parents' rights located in the orange bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door so that it will fall out when the door is opened.

- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure:
 - i The presence of a clean fitted bassinet sheet and a blanket
 - ii The bassinet sensor has the green light only illuminated
 - iii Heater fan is operating
 - iv Alarm system is powered on and ready
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Boxes, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 888-742-2133 #700 and to the local Department of Children's Services (DCS) within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

V. Documentation (Documents & Forms):

A. Documents

1. Weekly Safe Haven Baby Box alarm system checks
2. All Safe Surrenders by date and time

By signing below, the undersigned agrees to the terms and conditions set forth in Exhibit A.

Provider:

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT B
SAVE HAVEN BABY BOXES INC.
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000.00

1. "Pre-installation" Services:
 - a. Assistance with device location placement
 - b. Administrative resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation via pictures sent electronically
 - b. Training to all emergency personnel
3. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
 - a. Recertification of the box by an authorized SHBB technician
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500.00

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick the device up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Internal Camera (optional) \$500.00. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information.*

The local representative has indicated that they would fund the entire cost of the baby box including the actual device, shipping, professional installation in accordance with their specifications, monitoring, maintenance, training, and community education under a five-year contract. After that five-year period, the city will be responsible for the annual monitoring and maintenance cost of approximately \$1,000 per year. Literature and a proposed contract are attached. If approved, the project would take about 8-10 weeks to complete. The local representative would attend the February 10, 2025 work session to answer questions and concerns.

Action to Consider

Consensus to move this item to the February 18, 2025 regular session for consideration.

Affected Departments

Fire Department



ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2024

Agenda Item

III. F. Discussion of Memorandum of Agreement Between the City of Athens and McMinn Regional Humane Society

Overview

A memorandum of agreement has been prepared between the city and McMinn Regional Humane Society (MRHS) to outline the understanding and responsibilities of each party regarding the joint development and operations of the new animal shelter. The memorandum of agreement is attached and has been distributed to the city attorney for review with consultation with the Humane Society.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Public Works

**MEMORANDUM OF AGREEMENT BETWEEN
CITY OF ATHENS, TENNESSEE AND
MCMINN REGIONAL HUMANE SOCIETY**

This Agreement made and entered into this _____ day of _____, 2025 by and between the City of Athens, Tennessee, a municipal corporation, located in McMinn County, Tennessee, hereinafter referred to as “City” and McMinn Regional Humane Society, Inc., a 501C3 organization, herein referred to as “Humane Society”.

WHEREAS, the City designed and constructed an Animal Shelter located at 320 S. Jackson Street with the intent of the Humane Society occupying approximately 3,150 square foot of that space to operate and staff an animal adoption center and spay and neuter clinic, that space as shown in Exhibit A, and

WHEREAS, the Humane Society has and continues to occupy that space as shown in Exhibit A to staff and operate an animal adoption center and spay and neuter clinic, and

WHEREAS, the City and the Humane Society desire to enter into a memorandum of agreement detailing each party’s responsibilities regarding the use of the Animal Shelter to promote continued collaboration and improve the lives of animals housed at the facility.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all parties, it is hereby agreed as follows:

CITY WILL:

- 1) Own the entire facility and be responsible for insuring this property with general liability insurance and property insurance to cover the building, property, and city employee actions.
- 2) Maintain the facility in good repair.
- 3) Maintain effective communications and cooperation with Humane Society staff regarding operations, work schedules, number of people, and activities to maintain a suitable facility for the animals.

HUMANE SOCIETY WILL:

- 1) Pay the City a total of \$252,092, the actual cost of constructing the space that is used by the Humane Society, as shown in Exhibit A, in five equal annual installments of \$50,418.40 with the first installment beginning upon the approval of this agreement and the four remaining installments on or before January 1 of 2026, 2027, 2028, and 2029.
- 2) Use the space allocated as a spay and neuter clinic in accordance with applicable state and federal laws, pay for all needed supplies, vaccines administered by the clinic, equipment, staffing, cleaning supplies, and cleaning.
- 3) Use the space allocated as an animal adoption center in accordance with applicable state and federal laws, pay for staffing and equipment used by Humane Society staff and volunteers.
- 4) Establish operating hours, fee schedules, and event days.

- 5) Staff, train, recruit volunteers, and advertise events with no payments or supplements from the City.
- 6) Have access to allocated space 24/7. If additional space is needed, notify the City of such need.
- 7) Ensure all Humane Society employees and volunteers are identified to the public as Humane Society personnel to differentiate between City employees and Humane Society employees and volunteers.
- 8) Maintain effective communications and cooperation with City staff regarding operations, work schedules, number of people, and activities to maintain a suitable facility for the animals.
- 9) Provide content insurance for Humane Society contents and liability insurance for Humane Society employees, volunteers, guests, and their actions.
- 10) Name the City as an additional insured on the above policies and submit a copy of a Certificate of Insurance to the City upon execution of this agreement and each time the policy renews while this agreement is in effect.
- 11) Indemnify and hold harmless the City, governing body, officers, employees, and agents from and against any and all claims for injury, loss of life, or damage to or loss of use of property and all forms of damage including special, punitive, and consequential caused or alleged to be caused by acts or omissions of Humane Society employees, volunteers, guests, on or about the premises. This indemnity includes any associated costs, including but not limited to, all expenses, court costs, reasonable attorney fees, expert witness fees, related to said claims.
- 12) Obtain permission from the City before making any modifications or alterations to the building which are required by local, state, or federal laws, codes, and regulations to be completed by a licensed contractor or that requires a building permit regardless of cost.
- 13) Pay the city a monthly fee of \$500 per month for telephone, utilities, internet, and copier use.
- 14) Not assigning this agreement to any other party without the written consent of the City.
- 15) Can amend this agreement with written approval from the City.
- 16) Cannot terminate this agreement until the construction cost is fully paid to the City. After all construction cost is paid to the City, the term of the agreement will be indefinite until one party gives the other party a written notice of intent to terminate at least six months in advance.

GENERAL:

- 1) Time is and shall be of the essence.
- 2) All notices shall be sent to:

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

Humane Society: President, McMinn Regional Humane Society
320 S. Jackson Street
Athens, TN 37303

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

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

CITY OF ATHENS, TENNESSEE

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM

CHRISTOPHER M. CALDWELL, City Attorney

MCMINN REGIONAL HUMANE SOCIETY

By: _____
VICKY OWEN, President

Architect
Allen & Hoshall
320 S Jackson Street
Athens, Tennessee 37303

Contractor
Allen & Hoshall
320 S Jackson Street
Athens, Tennessee 37303

CITY OF ATHENS ANIMAL
SHELTER

320 S Jackson Street
Athens, Tennessee 37303

CITY OF ATHENS
TENNESSEE

No.	Description	Date

LIFE SAFETY PLAN

JOB NO 63008-4
DATE 05/20/22
DRAWN NS
CHECKED MHL



CONSTRUCTION SET ISSUED 04/07/2023

GO.2

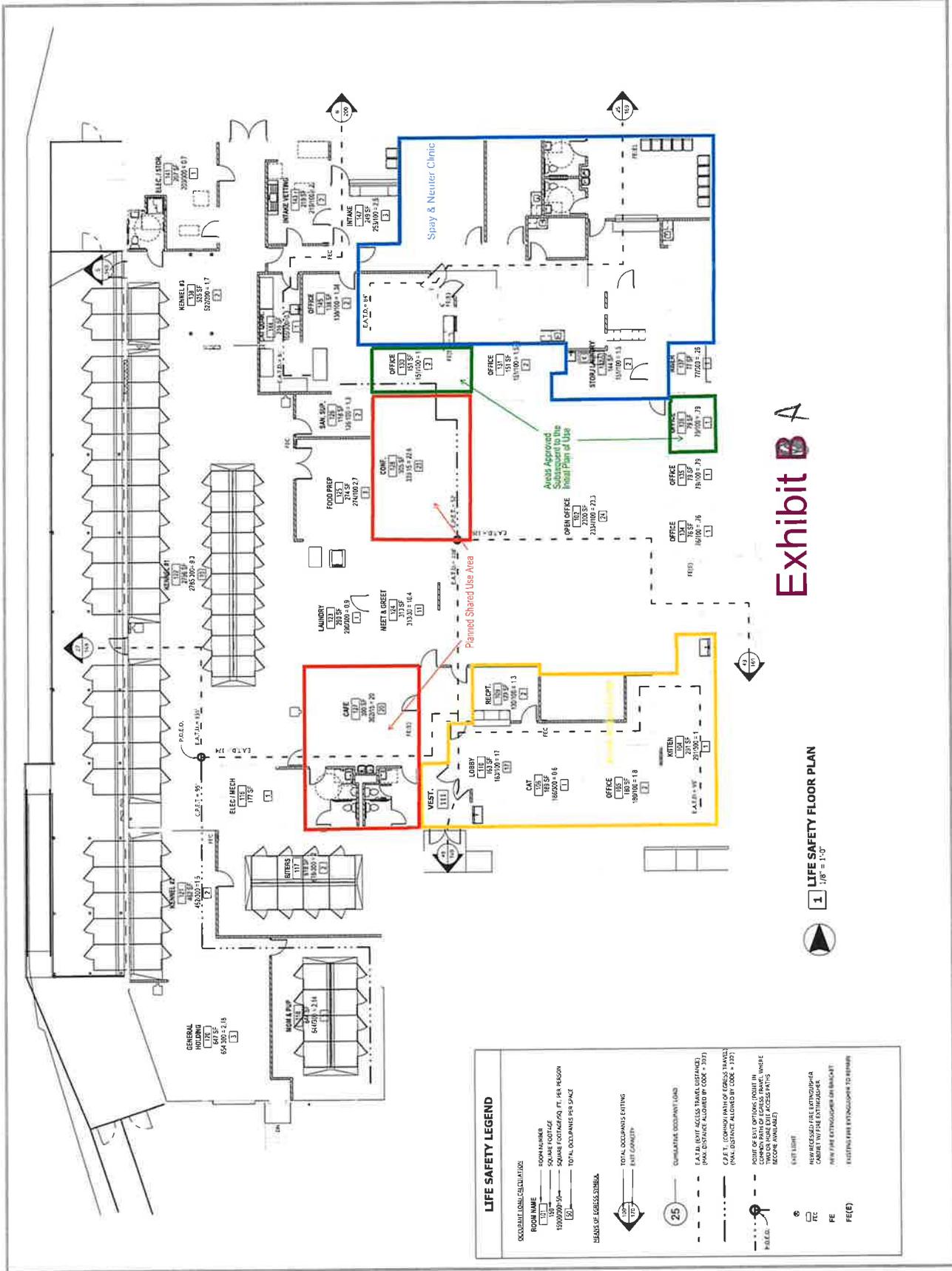


Exhibit B A

1 LIFE SAFETY FLOOR PLAN
1/8" = 1'-0"

LIFE SAFETY LEGEND

OCCUPANT COUNT CALCULATION:

- ROOM NAME
- ROOM NUMBER
- SQUARE FOOTAGE
- 1500 SQ FT = 1 PERSON
- SQUARE FOOTAGE / FT. PER PERSON
- TOTAL OCCUPANTS PER SPACE

MEASUREMENTS:

- 100% EGRESS CORRIDOR
- TOTAL OCCUPANTS EXITING
- EXIT CAPACITY
- CUMULATIVE OCCUPANT COUNT
- E.A. IN EXIT ACCESS TRAILER (CONTAINED)
- MAX. DISTANCE ALLOWED BY CODE (300')

NOTES:

- COMPARISON OF EGRESS TRAVEL (TOTAL DISTANCE ALLOWED BY CODE = 150')
- POINT OF EXIT OPTIONS: PEOPLE IN COMMON ROOM OF EGRESS TRAILER, WHILE ACCESS PATHS BECOME AVAILABLE
- EXIT LIGHT
- NEW/RECESSIBLE FIRE EXTINGUISHER (AS CALLED BY THE EXTINGUISHER)
- NEW FIRE EXTINGUISHER (AS SHOWN)
- EXISTING FIRE EXTINGUISHER (AS SHOWN)





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. G. Discussion of Road and Railroad Safety Improvements at the Intersection of W. Madison Avenue, Rocky Mount Road, and Old Riceville Road

Overview

The Tennessee Department of Transportation and the city have been working on improving road and railroad safety at the intersection of W. Madison, Rocky Mount, and Old Riceville Road. CSR Engineering has evaluated this intersection, has completed a proposed design, and has determined the cost of the improvements to be approximately \$600,000. This safety project would be funded entirely by the Tennessee Office of Rail Engineering's Highway-Railroad Grade Crossing Program on a reimbursement basis. The city's responsibility would be to administer the project and maintain it after completion.

To continue the process from the design phase to the construction phase, the city needs to approve a resolution authorizing the city to apply for this grant and notify the State of the city's intent. If approved, the actual construction would not be authorized until after October 1, 2025, the beginning of the federal fiscal year. A memo from the Interim Public Works Director, proposed design, and resolution are attached.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Public Works



PUBLIC WORKS

TO: Randall Dowling, City Manager
FROM: Kevin L. Helms, Project Manager/Interim Public Works Director
Cc: Ben Burchfield, Public Works Director
DATE: January 30, 2025
SUBJECT: Rocky Mt. Rd. & W Madison Ave. Railroad Safety Improvements

Summary

Previously, TDOT, working with the City, undertook a safety evaluation of this intersection which is bifurcated by a grade rail crossing. The primary focus of this study was to assess potential measures to be implemented to improve safety at this location. Following this evaluation, TDOT authorized CSR Engineering who performed the initial evaluation to proceed with design of the safety measures recommended. There are several modifications contained in the proposed design with the primary component being a traffic signal on W Madison Avenue.

The project would be funded through Tennessee's Highway-Railroad Grade Crossing Program which is managed by the Tennessee Office of Rail Engineering. This program is commonly referred to as Section 130 which is the terminology we will use for the project going forward. The State of Tennessee typically receives about \$5,000,000 annually from the Federal Highway Administration for this program.

The engineer has provided an Opinion of Probable Cost for this project, which is estimated to be \$600,000. The Section 130 program will pay for the project in full without any local funding required. The local authority is responsible for administering the project and for maintenance of the infrastructure once the project is complete. The City must initially pay the construction costs and then submit documentation for full reimbursement. Reimbursement requests can be submitted as often as monthly or as infrequently as quarterly.

The project has progressed as far as it can without a commitment from the City to move forward with the construction phase. An official commitment to the project will allow for documentation related to the construction phase to progress, but actual construction would not be authorized until the 2026 federal fiscal year which begins October 1, 2025. This documentation includes a contract for the project to be entered into by the State of Tennessee and the City. Once projects are approved by the local jurisdiction, they are placed on a list of statewide projects ready to be funded for construction.

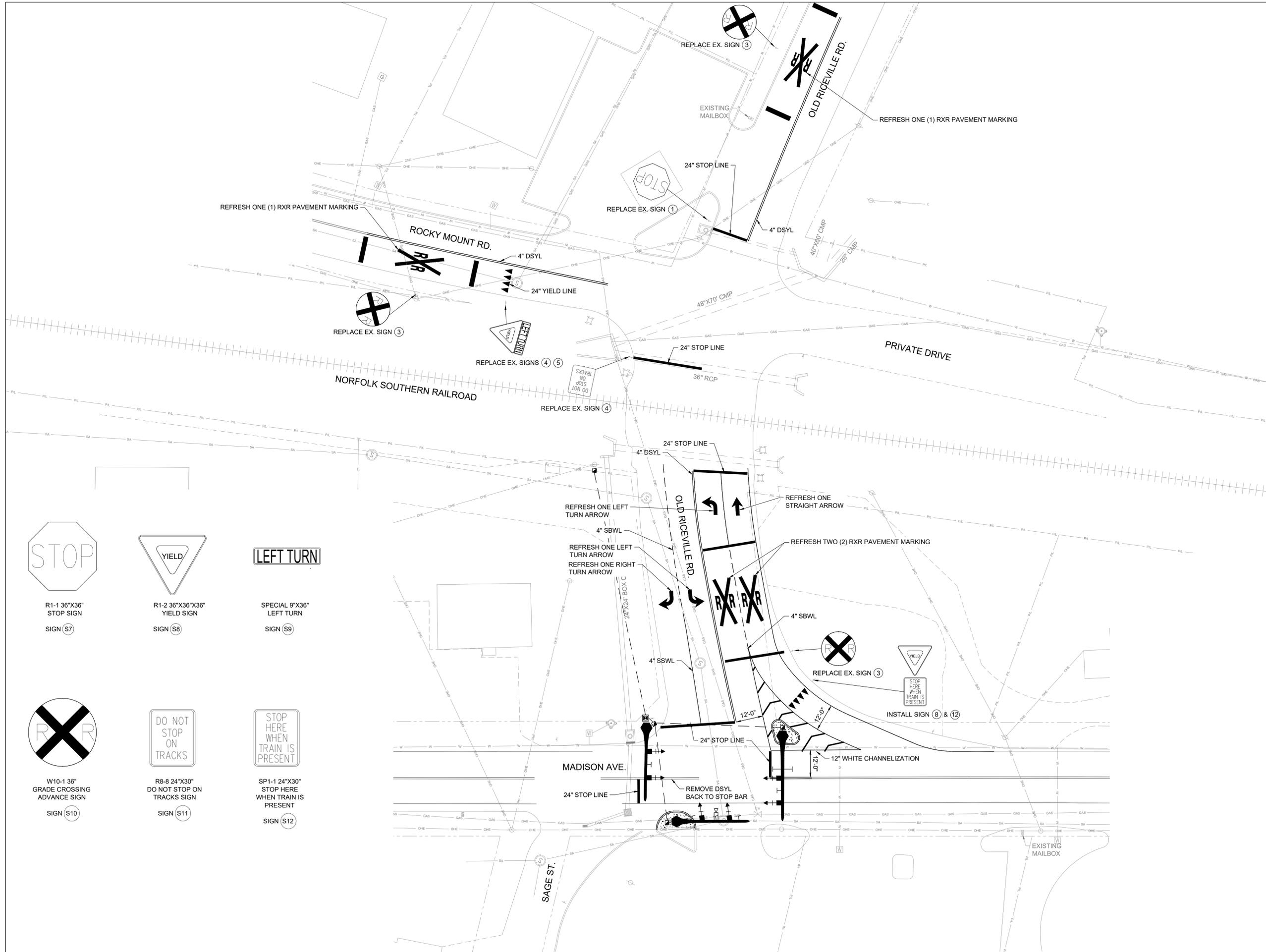


PUBLIC WORKS

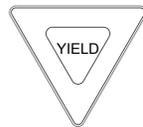
Action Item

City Council to approve a resolution authorizing the City to notify the state of its intent to proceed to construction and to authorize the Mayor to execute the required contract with TDPT, subject to the City Attorney's review and approval of the contract.

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONST	2024	HSIP-R-3682(10)	7



R1-1 36"x36" STOP SIGN
SIGN (S7)



R1-2 36"x36"x36" YIELD SIGN
SIGN (S8)



SPECIAL 9"x36" LEFT TURN
SIGN (S9)



W10-1 36" GRADE CROSSING ADVANCE SIGN
SIGN (S10)



R8-8 24"x30" DO NOT STOP ON TRACKS SIGN
SIGN (S11)



SP1-1 24"x30" STOP HERE WHEN TRAIN IS PRESENT
SIGN (S12)

SEALED BY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

SIGNING &
PAVEMENT
MARKING PLAN
SCALE: 1"=30'

RESOLUTION NO. 2025-04

A RESOLUTION AUTHORIZING THE CITY OF ATHENS TO APPLY FOR A GRANT FROM THE TENNESSEE OFFICE OF RAIL ENGINEERING THROUGH TENNESSEE THE HIGHWAY-RAILROAD GRADE CROSSING PROGRAM.

WHEREAS, the Tennessee Office of Rail Engineering through the Highway-Railroad Grade Crossing (Section 130) program administers grant programs to assist local governments with constructing upgrades to enhance safety of grade railroad crossings; and

WHEREAS, the City of Athens recognizes the importance of providing safe transportation infrastructure; and

WHEREAS, the City of Athens seeks to enhance the safety of the grade rail crossing at the intersections of W Madison Avenue, Old Riceville Road, and Rocky Mount Road; and

WHEREAS, the Section 130 program provides 100% funding for approved projects on a reimbursement basis; and

WHEREAS, CSR Engineering at the request of the Section 130 program administrators conducted an initial evaluation of this location and designed improvements to enhance safety; and

WHEREAS, the City of Athens Public Works Department has reviewed and supports the application for funding to implement the improvements at this location within the city; and

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

1. The City of Athens is authorized to apply for funding through the Tennessee Office of Rail Engineering’s Section 130 program.
2. The City Mayor is authorized to execute a contract with the funding agency to initiate the project after it has been reviewed and approved by the City Attorney.
3. The City Manager or his designee is authorized to submit all forms and documents required for the project.
4. The City Clerk is directed to maintain records of this resolution and related documentation for the grant application.

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

Adopted this 18th day of February 2025.

ON MOTION BY _____,

SECONDED BY _____,

said Resolution was approved by roll call vote.

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. H. Discussion of Recodification of Athens City Code

Overview

The Athens City Code was last codified on March 21, 1995 (Ordinance 802). Since then, over 300 ordinances have been passed by the Athens City Council. As new ordinances are enacted or existing ones are modified, the municipal code needs to be updated to reflect those changes. This recodification will bring the Athens City Code up-to-date and organize it into a comprehensive and accessible format.

Municode, a publishing software hosted by CivicPlus, has reformatted the city code making it easier for city officials, law enforcement, businesses, and citizens to find and interpret the rules / laws that apply to them. The goals for this recodification are to enhance clarity and consistency, ensure legal compliance, improve enforcement, allow public transparency by providing digital access that is searchable, and user-friendly.

There are certain procedures required by state law and City Charter that we must comply with, such as:

1. Notice Prior to Adoption of Municipal Code. Tenn Code Annotated 6-54-508 (b) *“A public hearing shall be held prior to the adoption of a code of ordinances and advance notice thereof shall be published in a newspaper of general circulation in the municipality.”*

Tenn Code Annotated 6-54-508 (d) *“If any part of such code of ordinances contains new provisions of a penal nature, then such published notice shall specifically state such fact and shall also state that a copy of such new provisions is available at the city recorder’s office for examination.”*

If the first reading passes, a public notice will be published the following Saturday, February 22, 2025, for a Public Hearing on Proposed Code of Ordinance to be held on Tuesday, March 18, 2025 during the Regular Session of the Athens City Council. Ordinance 1137 is attached.

2. Notice after Adoption of Municipal Code. Tenn. Code Annotated 6-54-509 *“Any municipality that, on or after March 21, 1955, adopts a code of ordinances shall publish in a newspaper of general circulation in the municipality a notice that a code of ordinances has been adopted and that a copy is available at the city recorder’s office for anyone who desires to examine it. Such notice shall also include a statement providing notice of any new provisions of a penal nature in such code of ordinances.”*

If the second reading passes, a public notice will be published the following Saturday, March 22, 2025, for Notice of Municipal Code of Ordinances Adopted.

Action to Consider

Consensus to move this item to the February 18, 2025 regular session for consideration. If approved, a public hearing and second reading will be held during the March 18, 2025 regular session.

Affected Departments

All Departments

ORDINANCE NO. 1137

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

BE IT ORDAINED BY THE CITY OF ATHENS AS FOLLOWS:

SECTION 1. The Code entitled "Code of Ordinances, City of Athens, Tennessee," published by Municode, consisting of titles 1 through 24, each inclusive, is adopted.

SECTION 2. All ordinances of a general and permanent nature enacted on or before March 19, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

SECTION 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

SECTION 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

SECTION 6. Ordinances adopted after March 19, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

SECTION 7. BE IT FURTHER ORDAINED that this ordinance shall become effective from and after its passage.

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

FIRST READING: February 18, 2025

SECOND READING:

DATE OF PUBLIC HEARING:

ATTEST:

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. I. Discussion of Updating the City's MS4 Stormwater Ordinance 1138 for Compliance

Overview

The city has been operating a MS4 stormwater management program as required by the Tennessee Department of Environment & Conservation (TDEC) since 2014. The city is now required by TDEC to update its stormwater management ordinance, as codified in Title 14, Chapter 5 of the City Code, to bring the city into compliance with current regulations and requirements. The updates include changes due to general updates in the TDEC MS4 permit, changes to address TDEC audit comments, and changes to address TDEC statewide permit (attached are more details). Failure to update the city's stormwater management ordinance would place the city's stormwater program into non-compliance which may subject the city to penalties.

To remain in compliance with TDEC regulations, the first reading of the updated stormwater management ordinance will be February 18, 2025, a required advertisement published on February 22, 2025, and a public hearing, second reading, and adoption will be March 18, 2025.

A memo from the Interim Public Works Director and the updated stormwater management ordinance are attached.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Public Works



PUBLIC WORKS

TO: Randall Dowling, City Manager
FROM: Kevin L. Helms, Project Manager/Interim Public Works Director
Cc: Ben Burchfield, Public Works Director
DATE: January 30, 2025
SUBJECT: MSIV Stormwater Ordinance

Background

The MSIV Program is a result of the 1972 Clean Water Act which falls under the purview of the US EPA. The enforcement of the act has been delegated to the states and in our case is managed by TDEC. TDEC has mandated that local governments implement a stormwater program which is monitored by TDEC for compliance.

The City's MSIV Program is established through a permit issued to the City by TDEC. The program is required to have six minimum control measures upon which the City is audited. These measures include permitting and inspecting certain developments within the City limits. There are numerous other requirements associated with the program.

The City is currently operating under a "small" Phase I permit which was developed when the program was implemented at the local level. The ordinance establishing the program in Athens was adopted in December 2014. The City is now required to update this ordinance so that we are operating under a "small" Phase II permit as required by TDEC. The attached ordinance will amend the existing regulations to bring the City into compliance with the current requirements.

The ordinance establishes the City's authority to permit, inspect, and enforce compliance through the program requirements. The various sections within the ordinance are largely dictated by the TDEC. While there is some local discretion within each section as to how exactly the program will be administered, much of the information is mandated by TDEC. During annual program audits, if TDEC determines administrative policies within the ordinance to be insufficient to meet their requirements, they will dictate modifications. Failure to make the requested modifications places the City's program in non-compliance and will subject the City to penalties which could include fines.

As a result, there are limits as to the extent of modifications which can be made to the ordinance as it relates to outcomes. Modifications are generally limited to actions intended to achieve the required outcomes.



PUBLIC WORKS

Action Item

City Council to pass the Stormwater Management Ordinance on first reading which amends the provisions established by Ordinance 1034 as adopted December 2014 which is also known as Title 14, Chapter 5 of the Athens Municipal Code.

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

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

SECTION 1. That Title 14 entitled “Zoning and Land Use Control” be amended by deleting Chapter 5 in its entirety and substituting a new Chapter 5 as follows:

CHAPTER 5

STORMWATER MANAGEMENT ORDINANCE

SECTION

- 14-501. General provisions.
- 14-502. Definitions.
- 14-503. Construction Stormwater Management
- 14-504. Permanent stormwater management: design and construction inspection.
- 14-505. Permanent Stormwater Control Measure (SCM) maintenance and inspection.
- 14-506. Permanent SCM’s: new development, existing locations and ongoing developments.
- 14-507. Illicit discharges.
- 14-508. Enforcement
- 14-509. Penalties.
- 14-510. Appeals.

14-501 General provisions.

- (1) It is the purpose of this chapter to:
 - (a) Protect, maintain, and enhance the environment of the City of Athens and the public health, safety and the general welfare of the citizens of the City, by controlling discharges of pollutants to the City’s stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the City;
 - (b) Enable the City of Athens to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges;
 - (c) Allow the City of Athens to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (i.) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;

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- (ii.) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
- (iii.) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
- (iv.) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
- (v.) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
- (vi.) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;
- (vii.) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
- (viii.) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

(2) Administering entity. The City of Athens shall administer the provisions of this chapter.

(3) Stormwater management ordinance. The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering tool for permit compliance and to facilitate the necessary control of stormwater.

14-502. Definitions.

For the purpose of this chapter, the following definitions shall apply:

Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

(1) Administrative or Civil Penalties - Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City of Athens declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

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- (2) Analytical monitoring - Test Procedures for the Analysis of Pollutants - Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required. Pollutant parameters shall be determined using sufficiently sensitive methods in Title 40 C.F.R. § 136, as amended, and promulgated pursuant to Section 304 (h) of the Act. The chosen methods must be sufficiently sensitive as required in state rule 0400-40-03-.05(8).
- (3) Aquatic Resource Alteration Permit (ARAP) - physical alterations to properties of the waters of the state require an ARAP or a §401 Water Quality Certification (§401 certification). ARAP means a permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance.
- (4) As built plans (record drawings) mean drawings depicting conditions as they were actually constructed.
- (5) Best Management Practices ("BMPs") means schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures; and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff.
 - (a) Structural BMPs are facilities that help prevent pollutants in stormwater runoff from leaving the site.
 - (b) Non-structural BMPs are techniques, activities and processes that reduce pollutants at the source.
- (6) BMP Manual provides technical guidance including additional policies, criteria, standards, specifications, constants, and information for the proper implementation of the requirements of the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR § 122 as applicable for stormwater discharges.
- (7) Borrow Pit is an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a borrow pit is considered a construction activity.
- (8) Buffer Zone or Water Quality Riparian Buffer is a permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of any potential sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

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- (9) Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.
- (10) Clearing refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams, or power lines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).
- (11) Commencement of construction: the initial disturbance of soils associated with clearing, grading, excavating or other construction activities.
- (12) Common plan of development or sale is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (13) Control measure refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state.
- (14) CWA means the Clean Water Act of 1977 or the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.)
- (15) Design storm is a storm event as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0. U.S. Department of Commerce. National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent. The estimated design rainfall amounts, for any return period interval (i.e., 1,-yr, 2-yr, 5-yr, 25-yr, etc.,) in terms of either depths or intensities for any duration, can be found by accessing the data available at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html . The City of Athens requires Stormwater Control Measures (SCM) to be designed to accommodate Design Storm Events through the 100-year event; design storm depths/intensities shall be values provided for TN Station ATHENS (40-0284).
- (16) Discharge or discharge of a pollutant refers to the addition of pollutants to waters from a source, either point or non-point in nature.

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- (17) Ecoregion is a relatively homogeneous area defined by similarity of climate, landform, soil, potential natural vegetation, hydrology, or other ecologically relevant variables. Ecoregions can be determined for specific stream segments by using Tennessee's Online Water Quality Assessment Data viewer <http://tdeconline.tn.gov/dwr>.
- (18) Exceptional Tennessee Waters are surface waters designated by the Tennessee Department of Environment and Conservation as having the characteristics set forth at Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges; scenic rivers; waters with threatened or endangered species; waters that provide specialized recreational opportunities; waters within areas designated as lands unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.
- (19) Hot spot means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. Examples might include operations producing concrete or asphalt, auto repair shops, auto supply shops, large commercial parking areas and restaurants.
- (20) Improved sinkhole is a natural surface depression that has been altered in order to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under the Underground Injection Control (UIC) program of the Tennessee Department of Environment and Conservation. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures and crevices, such as those commonly associated with weathering of limestone.
- (21) Level 1 EPSC Certification - Fundamentals of Erosion Prevention and Sediment Control training and certification program administered by University of Tennessee Water Resources Research Center (<https://tnepsc.org/index.asp>).
- (22) Level 2 EPSC Design Certification - Design Principles for Erosion Prevention and Sediment Control for Construction Sites training and certification program administered by University of Tennessee Water Resources Research Center (<https://tnepsc.org/index.asp>).
- (23) Linear Project is a land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.

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- (24) Monitoring refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 C.F.R. § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visually or by qualitative tools that provide comparative values or rough estimates.
- (25) Municipality means any incorporated city or town, county, metropolitan or consolidated government, or special district of this state empowered to provide storm water facilities.
- (26) Operator means any person who owns, leases, operates, controls, or supervises a source. Including, but not limited to, an owner or operator of any “facility or activity” subject to regulation under the NPDES program.
- (27) Permanent Stabilization means that all soil disturbing activities at the site have been completed and one of the three following criteria is met:
- (a) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion; or,
 - (b) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed; or,
 - (c) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.
- (28) Point source (or Outfall) means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural and silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a clear, delineated conveyance.
- (29) Pollutant means sewage, industrial wastes, or other wastes.
- (30) Priority Construction means those construction activities discharging directly into, or immediately upstream of, waters the state recognized as unavailable condition for siltation or Exceptional Tennessee Waters.

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- (31) A rainfall event is defined as any occurrence of rain preceded by 10 hours without precipitation that results in an accumulation of 0.01 inches or more. Instances of rainfall occurring within 10 hours of each other will be considered a single rainfall event.
- (32) Registered Engineer and Registered Landscape Architect An engineer or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.
- (33) Runoff coefficient means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of precipitation that is not absorbed by the surface to the total amount of precipitation that falls during a rainstorm.
- (34) Sediment means solid material, both inorganic (mineral) and organic, that is in suspension, is being transported; or has been moved from the site of origin by wind, water, gravity or ice as a product of erosion.
- (35) Sediment basin A temporary basin consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin, or by a combination of both. A sediment basin typically consists of a forebay, dry & wet storage, permanent pool, primary spillway, secondary or emergency spillway and surface dewatering device. The size and shape of the basin depends on the location, size of drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., waters with unavailable parameters, Exceptional TN Waters, or waters with available parameters).
- (36) Sedimentation means the action or process of forming or depositing sediment.
- (37) Significant Contributor is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.
- (38) Soil or Topsoil means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of plants.
- (39) Steep Slope or Steep Grade means a natural or created slope of 35% grade or greater.
- (40) Stormwater means rainfall runoff, snow melt runoff, and surface runoff and drainage.
- (41) Stormwater control measure or SCM means permanent practices and measures designed to attenuate peak stormwater runoff flow in addition to reducing the discharge of pollutants from new development projects or redevelopment projects.

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- (42) Stream as defined by TCA 69-3-103(38) “stream” means a surface water that is not a wet weather conveyance.
- (43) Stormwater associated with industrial activity is defined in 40 C.F.R. 122.26(b)(14) and incorporated here by reference. Most relevant to the City is 40 C.F.R. 122.26(b)(14)(x), which relates to construction activity including clearing, grading, filling and excavation activities, including borrow pits containing erodible material. Disturbance of soil for the purpose of crop production is exempt from NPDES permit requirements, but stormwater discharges from agriculture-related activities that involve construction of structures (e.g., barn construction, road construction, pond construction) are considered associated with industrial (construction) activity. Maintenance to the original line and grade, hydraulic capacity; or to the original purpose of the facility (e.g., re-clearing, minor excavation performed around an existing structure necessary for maintenance or repair and repaving of an existing road) is not considered a construction activity.
- (44) Construction stormwater discharge-related activities mean activities that cause, contribute to or result in point source stormwater pollutant discharges. These activities may include excavation, site development, grading and other surface disturbance activities; and activities to control stormwater including the siting, construction and operation of best management practices (BMPs).
- (45) Stormwater Pollution Prevention Plan (SWPPP) is a written site-specific plan required by the Tennessee Construction General Permit (CGP) that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. The SWPPP should be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook (latest edition).
- (46) Take of an endangered species means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or attempt to engage in any such conduct.
- (47) Tennessee Erosion and Sediment Control (TDESC) Handbook is a guidance issued by the Division of Water Resources for the purpose of developing Stormwater Pollution Prevention Plans and Erosion and Sediment Control Plans required by the Construction General Permit.
- (48) Temporary stabilization is achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease.
- (49) Treatment chemicals are polymers, flocculants or other chemicals used to reduce turbidity in stormwater discharges by chemically bonding to suspended silts and other

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soil materials and causing them to bind together and settle out. Common examples of anionic treatment chemicals are polyacrylamide-chitosan (PAM–CS).

- (50) Turbidity is the cloudiness or haziness of a fluid caused by individual particles (suspended solids) that are generally invisible to the naked eye, similar to smoke in air.
- (51) Waste site is an area where material from a construction site is disposed. When the material is erodible, such as soil, the site must be treated as a construction site.
- (52) Waters (or waters of the state) means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (53) Waters with unavailable parameters means any segment of surface waters that has been identified by the TDEC as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages (<https://tdeconline.tn.gov/dwr/>), and the results of recent field surveys. GIS coverages of the streams and lakes not meeting water quality standards, plus the biennial list of waters with unavailable parameters, can be found at <https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html>.
- (54) Water quality riparian buffer means a permanent strip of natural perennial vegetation adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing the risk of any potential sediments, nutrients, or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.
- (55) **A one-week period** is a synonym of a calendar-week; typically, a period from Sunday through Saturday
- (56) Water quality treatment volume (WQTV) is a portion of the runoff generated from impervious surfaces at a new development or redevelopment project by the 1-year 24-hour design storm. The WQTV is further determined by the type of treatment provided.
- (57) Wet weather conveyances are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:

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- (a) The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.
- (b) The conveyance's channels are at all times above the groundwater table.
- (c) The flow carried by the conveyance is not suitable for drinking water supplies.
- (d) Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Tennessee Rules, Chapter 0400-40-3-.04(3)).

14-503. Construction Stormwater Management: Design, Construction, and Inspection.

(1) MS4 Stormwater Construction BMP Manual.

- (a) Adoption. The City of Athens adopts, as its MS4 stormwater construction BMP manual(s), the following publication(s) which are incorporated by reference in this ordinance as if fully set out herein:
 - (i.) Metropolitan Nashville – Davidson County Stormwater Management Manual as amended; or,
 - (ii.) City of Knoxville Stormwater BMP Manual as amended; or,
 - (iii.) TDEC Erosion and Sediment Control Handbook as amended
- (b) The City of Athens has adopted the following design storm events for EPSC measures to be used for Construction Stormwater Control Measures. Depth/Intensity values shall align with NOAA Atlas data for Athens (Station 40-0284). The EPSC and sediment BMP construction design storm events are as follows:
 - (i.) A 2-year 24-hour design storm shall be used for sizing project EPSC and BMPs discharging into waters not identified as having unavailable parameters or Exceptional Tennessee Waters
 - (ii.) A 5-year 24-hour design storm shall be used for sizing project EPSC and BMPs discharging into waters with unavailable parameters due to siltation or Exceptional Tennessee Waters
- (c) Construction requirements for design storm for all waters as well as special conditions for unavailable parameters waters or exceptional Tennessee waters shall be consistent with those of the current Tennessee Construction General Permit (TNR100000) as amended.

(2) The City has adopted, for use in design of construction EPSC measures, the design storm requirements from the current Tennessee Construction General Permit for all waters as well as special conditions for unavailable parameters or Exceptional Tennessee Waters.

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- (3) Waste Control Construction site operators are required to minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater.
- (4) Priority Construction
- (a) Priority in construction shall be, at a minimum, construction activities discharging directly into, or immediately upstream of, waters the state recognizes as having an unavailable condition for siltation or Exceptional Tennessee Waters.
 - (b) All priority construction activities must include preconstruction meetings with construction site operators for priority construction activities.
 - (c) The status of any waters within the City’s jurisdiction shall be determined by referencing TDEC’s “EPA Approved List of Impaired and Threatened Waters” required by Section 303(d) of the Clean Water Act, as amended.
- (5) Land development permit
- (a) This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications and grading applications. These standards apply to qualifying new development or redevelopment site(s). A developer will be required to obtain a land disturbance permit from the City in the following cases:
 - (i.) New development that involves land development or disturbance activities of one (1) acre or more; or,
 - (ii.) Redevelopment that involves other land development or disturbance activities of one (1) acre or more
 - (b) Projects of less than one acre of total land disturbance may also be required to obtain authorization under this ordinance if:
 - (i.) The City has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard; or is likely to be a significant contributor of pollutants to water of the state; or,
 - (ii.) changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale to obtain a stormwater permit; or,
 - (iii.) any new development or redevelopment, regardless of size, that is defined by the City to be a hot spot land use; or

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- (iv.) the minimum applicability criteria set forth in item (a) above if such activities are part of a larger common plan of development, (see “common plan of development” definition).
 - (v.) The creation and use of borrow pits, that are not permitted under the Tennessee Multi Sector Permit (TMSP), where material is excavated and relocated offsite, and fill sites where materials or earth is deposited by mechanized methods resulting in an increased elevation or grade.
 - (vi.) As determined by the City for single or duplex residential lots of any size, lots that have karst features, adjoining lakes or streams, slopes exceeding fifteen percent (15%), floodplains or streams to cross are required to submit an erosion control and stormwater management plan. Depending on site specific conditions the requirement that the plan be developed by a qualified licensed professional engineer or landscape architect may be waived by the City.
 - (vii.) Minimal plan requirements shall include pre- and post-stormwater runoff directions, construction access, erosion/sediment control measures, roof downspout direction and termination, swales and locations receiving temporary and/or permanent soil stabilization.
 - (viii.) Land disturbance activities in a City Floodway Zoning District require a permit and shall provide evidence of obtaining appropriate licenses/permits that may be required by federal or state laws and regulations or written wavier from such permits and licenses prior to the issuance of a land disturbance permit by the City.
 - (ix.) If unpermitted construction activity is discovered, the City will issue an immediate stop-work order to the violator, at a minimum. If, in addition to the City’s permit, a TDEC permit is required based on disturbance but was not obtained, the violator shall also be reported to TDEC for non-compliance.
- (6) Land disturbance/Grading/Stormwater Construction Permit- Persons seeking the issuance of any land disturbance permit must provide proof of coverage under the Tennessee Construction General Permit (CGP), if applicable, when requested; and a copy of the project Stormwater Pollution Prevention Plan (SWPPP) to the City of Athens when requested.
- (a) Copies of additional applicable local, state or federal permits (i.e.: ARAP, approved hydrologic determination, etc.) must also be provided to the City; and,
 - (b) The City has the authority to withhold issuance of any other construction permits prior to receiving copies of the aforementioned permits if applicable; and,

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- (c) In circumstances where such permits are not required, the City may still require a SWPPP as part of the land disturbance permit application, if it deems necessary.
- (7) Building Permit - No building permit shall be issued until the applicant has first obtained a land disturbance permit where required by this ordinance.
- (8) Construction site operators are required to implement appropriate erosion prevention and sediment control measures and best management practices. EPSC requirements shall meet the Tennessee CGP design storm(s), be consistent with the TDEC EPSC Handbook best management practices, and with the requirements of this ordinance.
- (9) Whenever a site assessment is to be performed by the engineer of record as required by the CGP, the operator shall provide a copy of the assessment to the City.
- (10) Twice-Weekly inspections of the site and the BMPs/SCMs must be performed by an individual who has either obtained certification under the Level I Fundamentals of Erosion Prevention and Sediment Control course, or greater, or has other credentials or licensure identified as an acceptable equivalent by the City.
- (11) Landscaping and stabilization requirements.
 - (a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed not later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:
 - (i.) where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or,
 - (ii.) where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within 14 days.
 - (b) Construction activity of steep slopes steeper than 3:1 require stabilization measures to be initiated within 7 days once activity has temporarily or permanently ceased.
 - (c) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures such as properly anchored mulch, soil binders or matting must be employed.
- (12) Construction buffer zones.

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- (a) Construction buffer zones shall include water quality buffers and buffer zones as defined in 14-502 above and shall meet the requirements in this ordinance and the TN CGP, as amended. The criteria for the width of the construction buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is equal to or greater than the required minimum width at any measured location.
 - (b) If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides but must be applied independently.
 - (c) Water quality riparian buffer widths are measured from the top of bank also referred to as the “ordinary high-water mark.”
 - (d) Construction buffers are not primary sediment control measures and shall not be relied on as such.
 - (e) All stormwater discharges must enter the water quality riparian buffer zone as sheet flow, not as concentrated flow, where site conditions allow. The designer/operator must comply with the vegetation requirements and the permissible land uses set forth for buffers in the TN CGP.
 - (f) Where it is not practicable to maintain a construction water quality riparian buffer, BMPs providing equivalent protection to a receiving stream as a natural water quality riparian buffer must be used.
- (13) Notice of Termination (NOT) - The operator shall provide the City with a copy of the NOT once it is issued by TDEC.

14-504. Permanent stormwater management: Design and Construction.

- (1) In order to comply with the City’s permanent stormwater standards for new development and redevelopment projects, operators shall design and install SCMs as established by Tennessee Rule 0400-40-10-.04 and comply with other requirements of Tennessee Rule 0400-40-10-.04.
- (2) The Post Construction/Permanent water quality design storm is a 1-year, 24-hour storm event. Actual project WQTV requirements shall be based on the proposed permanent SCM treatment type as outlined in 4.2.5.2 of the Small MS4 General Permit NPDES Permit TNS000000.
- (3) SCMs must be designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development or redevelopment project. The operator may use any design manuals approved as part of the City’s BMP Manual.

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- (4) Total suspended solids (TSS) removal rate shall be the City's recognized metric for the reduction of pollutants in stormwater effluent. Design TSS removal rates for approved MTDs shall be established by a 3rd party verification or certification program recognized by the City such as those of NJDEP and WSDOE.
- (5) Post Construction/permanent water quantity SCMs shall be designed to attenuate post-construction peak flows from the 2-year 24-hour event through the 100-year 24-hour storm event to equal or less than pre-development peak flows for all new development and redevelopment projects.
- (6) Water Quality Riparian Buffers - Post Construction/Permanent water quality riparian buffers shall be those buffers defined in 14-502 above and shall meet the requirements described in this ordinance. The criteria for the width of the post construction/permanent buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than the required minimum width at any measured location. If the new development or redevelopment site encompasses both sides of a stream, buffer averaging can be applied to both sides, but must be applied independently. Water quality riparian buffer widths are measured from the top of bank also referred to as the "ordinary high-water mark." Stormwater discharges should enter the post construction/permanent water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.
- (7) Post Construction/Permanent buffers for waters with available parameters for siltation or habitat alteration or unassessed waters:
 - (a) Average buffer width: 30 feet.
 - (b) Minimum buffer width: 15 feet.
- (8) Post Construction/Permanent buffers for Exceptional Tennessee Waters or waters with unavailable parameters for siltation or habitat alteration:
 - (a) Average buffer width: 60 feet.
 - (b) Minimum buffer width: 30 feet
- (9) The designer/operator must comply with the vegetation requirements and the permissible land uses set forth for buffers in the MS4 permit.

14-505. Permanent Stormwater Management: SCM Acceptance, Maintenance and Inspection.

- (1) All applicants are required to submit actual as built plans for any structures located on-site within 90 days after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee. A certification by the design engineer certifying that SCM's will function within original design parameters as constructed should be included. A final inspection and acceptance of as-built plans by the City is required before any performance security or performance bond is released. The

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warranty period for any infrastructure to be accepted by the City for maintenance shall not commence until the City has accepted the as-built plans. The City shall have the discretion to adopt provisions for a partial pro-rata release of the performance security or performance bond on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's/SCM's have been made and accepted by the City, if required.

- (2) In addition to the certified as built drawings, the City shall be provided with a permanent stormwater management plan for the site and all stormwater management facilities (e.g., SCM's). Occupation permits shall not be granted until the permanent stormwater management plan has been approved and accepted by the City.
- (3) Inspection of stormwater management facilities. Periodic inspections of facilities shall be performed, documented, and reported in accordance with this chapter, as detailed in 14-506.
- (4) Records of installation and maintenance activities. Parties responsible for the operation and maintenance of a stormwater management facility shall make records of the installation of the stormwater facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon request.
- (5) Failure to meet or maintain design or maintenance standards. If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this chapter, the City, after notice as specified in the Enforcement Response Plan, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the responsible party.
- (6) In the event that the stormwater management facility becomes a danger to public health/public safety, the City may take such immediate corrective action as deemed necessary.

14-506. Permanent SCM's: New Development, Existing Facilities, and Ongoing Developments.

- (1) On-site stormwater management facilities inspection and maintenance agreement
 - (a) Where the stormwater facility is located on property that is subject to a development agreement, and the development agreement provides for a

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permanent stormwater maintenance agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.

- (b) The maintenance agreement shall:
 - (i.) Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
 - (ii.) Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (5) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by individual(s) approved by the City who will submit a signed written report of the inspection to the City. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
 - (iii.) Provide that the minimum maintenance and repair needs include but are not limited to:
 - 1. The removal of silt, litter and other debris.
 - 2. The cutting of grass, cutting and removal of vegetation.
 - 3. The replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and other stormwater facilities.
 - (iv.) Provide that the property owners shall be responsible for additional maintenance and repair needed to meet the intended design specification of the stormwater facility.
 - (v.) Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the City.
 - (vi.) Provide that if the property is not maintained or repaired within the prescribed schedule, the City shall perform the maintenance and repair at its expense and bill the same to the property owner. The maintenance agreement shall also provide that the City's cost of performing the maintenance shall be a lien against the property.

(2) Existing problem locations – no maintenance agreement

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- (a) The City shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as non-compliant discharges.
 - (b) Inspection of existing facilities. The City may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges, and to establish inspection programs to verify that all stormwater management facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the City's NPDES MS4 stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other SCM's.
- (3) Owner/Operator Inspections. The owners and/or operators of the SCMs shall:
- (a) Perform routine inspections to ensure that all SCM's are properly functioning. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at a site. Owners or operators shall maintain documentation of these inspections. The City may require submittal of this documentation.
 - (b) Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by individual(s) approved by the City. Complete inspection reports for these five-year inspections shall include:
 - (i.) Facility type.
 - (ii.) Inspection date.
 - (iii.) Latitude and longitude and nearest street address.
 - (iv.) BMP owner information (e.g. name, address, phone number, fax, and email).

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- (v.) A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation.
 - (vi.) Photographic documentation of BMP's.
 - (vii.) Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.
- (c) Owners or operators shall maintain documentation of these inspections. The City may require submittal of this documentation.
- (4) Requirements for all existing locations and ongoing developments - The following requirements shall apply to all locations and developments at which land disturbing activities have occurred previous to the enactment of this ordinance:
- (a) Denuded areas must be vegetated or covered under the standards and guidelines specified in the BMP Manual and on a schedule acceptable to the City.
 - (b) Cuts and slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
 - (c) Drainage ways shall be appropriately stabilized.
 - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
 - (e) Stormwater runoff shall, at the discretion of the City be treated to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:
 - (i.) Ponds
 1. Detention pond
 2. Extended detention pond
 3. Wet pond
 4. Alternative storage measures
 - (ii.) Constructed wetlands
 - (iii.) Infiltration systems
 1. Infiltration/percolation trench
 2. Infiltration basin
 3. Drainage/recharge well
 4. Porous pavement

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- (iv.) Filtering systems
 - 1. Catch basin inserts/media filler
 - 2. Sand filter
 - 3. Filter/absorption bed
 - 4. Filter and buffer strips
- (v.) Open channel
 - 1. Swale

(5) Corrections of problems subject to appeal. Corrective measures imposed by the City under this section are subject to appeal under section 14-510 of this chapter.

14-507. Illicit discharges.

This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.

- (1) Prohibition of illicit discharges. No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. No person shall allow discharges that flow from a stormwater facility that is not inspected in accordance with section 14-506. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows, unless the City determines they are significant contributors of pollutants to the MS4:
 - (a) Water line flushing
 - (b) Landscape irrigation
 - (c) Diverted stream flows
 - (d) Rising ground waters
 - (e) Uncontaminated ground water infiltration (Infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.)
 - (f) Uncontaminated pumped ground water
 - (g) Discharges from potable water sources

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- (h) Air conditioning condensation
 - (i) Irrigation water
 - (j) Springs
 - (k) Water from crawl space pumps
 - (l) Footing (foundation) drains
 - (m) Lawn watering
 - (n) Individual residential car washing
 - (o) Flows from riparian habitats and wetlands
 - (p) Dechlorinated swimming pool discharges
 - (q) Street wash water with no soaps or solvents
 - (r) Discharges or flows from firefighting activities
- (2) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. This prohibition expressly includes SCM's connected to the system not properly inspected and maintained in accordance with this ordinance.
- (a) Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be prohibited.
- (3) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be

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confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

- (4) No illegal dumping allowed. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the City. Such illegal activity exposes runoff to contamination, generating an illicit discharge. Therefore, any individual or corporation guilty of illegal dumping may have committed a violation of this ordinance.

14-508. Enforcement.

- (1) Enforcement authority. The City shall have the authority to issue notices of violation and citations, and to impose civil penalties to anyone that violates this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City. The City's enforcement authority includes (as set forth in the City's Enforcement Response Plan (ERP)):

- (a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action.
- (b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
- (c) Citations with Administrative Penalties – The City has the authority to assess monetary penalties, which may include civil and administrative penalties.
- (d) Stop Work Orders – Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
- (e) Withholding of Plan Approvals or Other Authorizations – Where a facility is in noncompliance, the City's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
- (f) Additional Measures – The City may also use other escalated measures provided under local legal authorities. The City may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.

- (2) Notification of violation:

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- (a) Verbal warning. Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.
- (b) Written notice. Whenever the City finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
- (c) Consent orders. The City is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.
- (d) Show cause hearing. The City may order any person who violates this chapter or permit, or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served on the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
- (e) Compliance order. When the City finds that any person has violated or continues to violate this chapter or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.
- (f) Cease and desist and stop work orders. When the City finds that any person has violated or continues to violate this chapter or any permit or order issued hereunder, the City may issue a stop work order or an order to cease and desist all such violations and direct those persons in noncompliance to:
 - (i) Comply forthwith; or
 - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including

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halting operations except for terminating the discharge and installing appropriate control measures.

- (e) Suspension, revocation or modification of permit. The City may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the City. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the City may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (f) Conflicting standards. Whenever there is a conflict between any standard contained in this chapter and in the BMP manual(s) adopted by the City under this ordinance, the strictest standard shall prevail.

14-509. Penalties. Violations.

Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City, shall be guilty of a civil offense.

- (1) Penalties. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (2) Measuring civil penalties. In assessing a civil penalty, the City shall consider:
 - (a) The harm done to the public health or the environment;
 - (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (c) The economic benefit gained by the violator;
 - (d) The amount of effort put forth by the violator to remedy this violation;
 - (e) Any unusual or extraordinary enforcement costs incurred by the City;
 - (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
 - (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (3) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the City may recover:

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- (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.
 - (b) The costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.
- (4) Referral to TDEC. In accordance with the City's Enforcement Response Plan and the NPDES Permit requirements, the City may also notify TDEC of violations.
- (5) Other remedies. The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (6) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

14-510. Appeals. Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the City's governing body.

- (1) Appeals to be in writing. The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (2) Public hearing. Upon receipt of an appeal, the City's governing body, or other appeals board established by the City's governing body shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the City shall be final.
- (3) Appealing decisions of the City's governing body. Any alleged violator may appeal a decision of the City's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

14-511. Effective Date. General. The provisions of this ordinance shall become effective on the date spelled out in the Ordinance for approval by the City Council of Athens, Tennessee.

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

SECTION 2. That all Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent necessary to implement this ordinance.

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SECTION 3. In the event that any part of this ordinance is invalidated by a court of competent jurisdiction, all other parts shall remain in full force and effect unless otherwise lawfully repealed or amended.

SECTION 4. This ordinance shall take effect immediately upon passage on second reading, the public necessity requiring it.

FIRST READING: February 18, 2025

SECOND READING:

DATE OF PUBLIC HEARING:

ATTEST:

LARRY EATON, Mayor

RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

CHRISTOPHER M. CALDWELL, City Attorney





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. J. Discussion of Requesting County Funds in the Amount of \$42,000 to Acquire Two LUCAS Chest Compression Devices for the City Fire Department

Overview

The County has funds available for medical equipment and supplies and the Athens Fire Department would like to request \$42,000 from the County to acquire two LUCAS Chest Compression devices. A match is not required. The addition of these life-saving devices would significantly enhance the city's Fire Department capabilities and improve outcomes for people experiencing cardiac arrest.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Fire Department





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

III. K. Discussion of Submitting a 2025 Tennessee Rescue Squad Grant Application

Overview

The city's Fire Department is requesting to submit a \$44,169 grant application to the state's Rescue Squad grant program to acquire hydraulic rescue tools and associated batteries. The grant application deadline is February 21, 2025 and grants are expected to be awarded during late March 2025 with no matching requirement. If awarded, this equipment will replace the rescue tools on Engine 2 that were manufactured during 2012.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

Fire Department





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

V. A. Appointment to the McMinn County Library Board

Overview

Currently, the city has one vacancy on the McMinn County Library Board out of its three members due to the resignation of John Duggan.

Three city residents have submitted applications for the one vacancy, Jacob Burnette , Amy Sullins, and Frances Witt-McMahan to fill Mr. Duggan's unexpired 3-year term until June 30, 2026. Applications can be found in the committee notebook assigned to you.

This item was discussed during the December 9, 2024 work session, December 17, 2024 regular session, January 13, 2025 work session, and the January 21, 2025 regular session but no decision was made.

Action to Consider

Consensus to move this item to the February 18, 2025 regular meeting for consideration.

Affected Departments

City Council





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

V. B. Appointment to the Council Advisory Committee

Overview

Currently Councilmember Pelley has five (5) vacancies on the Council Advisory Committee. Mr. William (Bill) Wilson Jr. has served on the committee since March 2014, and has expressed interest in continuing to serve.

An application can be found in the committee notebook assigned to you.

Action to Consider

Consensus to move this item to the February 18, 2025 regular session for consideration.

Affected Departments

City Council





ATHENS CITY COUNCIL WORK SESSION

Monday, February 10, 2025

Agenda Item

V. C. Appointment to the Historic Preservation Commission

Overview

Tyler Boyd's term will expire in March 2025. Kim Cochran- Graham has applied to fill this vacancy. The application can be found in the committee notebook assigned to you.

Action to Consider

Consensus to move this item to the February 18, 2025, regular session for consideration.

Affected Departments

City Council

