



# ATHENS CITY COUNCIL WORK SESSION AGENDA

Monday, July 7, 2025, 5:00pm

Athens Municipal Building  
Burkett L. Witt Council Chambers

## I. INVOCATION

## II. PLEDGE OF ALLEGIANCE

## III. DISCUSSION

- (1 – 3) A. Progress Update from Lindsey Ferguson, Executive Director of the McMinn County Economic Development Authority, on the Mount Verd Industrial Park Site Preparation Project and Marketing Redfern Industrial Park
- (4 – 9) B. Purchase of Needed Property for the ARP Funded Stormwater Project and Approval of Resolution No. 2025-17
- (10 – 12) C. Proposal from Allen & Hoshall to Prepare Design Plans and Construction Drawings to Renovate the House at Regional Park for Parks & Recreation Offices
- (13 – 18) D. Proposal from Gresham Smith Engineers to Design and Prepare Construction Drawings to Connect View Street.
- (19 – 25) E. Proposal from Baseline Sports Construction to Design and Install Artificial Turf on the Five Infields at Regional Park.
- (26) F. Proposal to Purchase IT Equipment and Services to Update/Refresh the City's Information Technology Infrastructure
- (27 – 37) G. Proposal from Kimley Horn to Build Upon the Previously Prepared Downtown Master Plan by Preparing Schematic Designs, Developing a Pattern Book, and Refining Priorities/Phases.
- (38 – 43) H. Amending Athens City Code Title 7 (Fire Codes) & Title 12 (Building Codes) Public Hearing & Second Reading of Ordinance 1142
- (44 – 47) I. Amending Athens City Code Title 3 (Court Costs) First Reading of Ordinance 1143
- (48 – 51) J. Annexation & R-3 Zoning Request
- (52 – 54) K. Proposal to Add Additional Monuments at Veterans Park

- (55 – 56) L. School Resource Officer (SRO) Program Grant Application and Approval of Resolution 2025-18
- (57 – 61) M. Acquisition of Five New Vehicles for the Police Department from the Fleet Management Fund and Surplus of Asset # 4068 and 4325
- (62 – 66) N. Acquisition of Two Replacement Vehicles for the Public Works Department from the Fleet Management Fund and Surplus of Asset # 4307 and 4471
- O. Councilmember Discussion Items
  - 1. Mayor Eaton
    - (67 – 72) i. Preliminary Design Services for Sidewalk Project from Cook Drive to Dennis Street from Gresham Smith
  - 2. Councilmember Sherlin
    - (73 – 76) i. Hammerhill Road sidewalks
    - (77) ii. Bench Installation at Cook Drive, Veterans Park, and Ingleside Park
    - (78 – 79) iii. Install Flag Poles and Veteran Flags along trail at Veterans Park
    - iv. Discussion of Charter Changes

**IV. NEW BUSINESS**

**V. BOARDS & COMMITTEES**

A. Athens Regional Planning Commission

- 1. Reappointment of Sam Stephens - term expires 8/1/2025

**VI. ADJOURNMENT**



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### **Agenda Item**

III. A. Progress Update from Lindsey Ferguson, Executive Director of the McMinn County Economic Development Authority, on the Mount Verd Industrial Park Site Preparation Project and Marketing Redfern Industrial Park

### **Overview**

EDA Executive Director, Lindsey Ferguson will discuss two of the three industrial sites located within the city limits of Athens: the Mt. Verd Industrial Park and the Redfern Industrial Site.

The Mt. Verd Industrial Park features approximately 200 acres of industrial-zoned land situated just off Interstate 75 at Exit 52. Included in the FY 2025-26 budget is \$1,900,000 to complete Mt. Verd Industrial Park improvements using an ARC grant (\$950,000), city funds (\$475,000), and county funds (\$475,000). Of those funds, \$100,000 will be used to complete the engineering and provide construction administration and \$1,800,000 for construction. This project is on bid, bid opening is July 31, 2025.

The Redfern Site offers approximately 86 acres of subdividable, rail-served property, also zoned for industrial use and located just three miles from I-75. No funds are included in the FY 2025-26 budget; however in November 2022 Resolution 2022-31 (attached) was approved authorizing the purchase of a portion of real property located on the southeastern edge of the city-owned Redfern industrial site at the intersection of Jackson Street and Redfern Drive, off the west side of Parcel # 290.00 on Map 047, encompassing land of approximately 2.93 acres, from Teresa Louise Vincent for \$58,600 to be used as the main entrance. However, that land purchase was never completed.

Informational flyers for each site are attached.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

# Mt. Verd Industrial Park



The Mt. Verd Industrial Park is conveniently located off Interstate 75 in Athens, McMinn County, Tennessee.

Along with the Environmental Phase I Assessment, this site also has a completed Geotechnical Study as well as a Threatened and Endangered Species Study.

The current listed price is \$25,000 per acre, negotiable.

## PARK FACTS

- Greenfield
- 200+/- Acres Available
- Publicly Owned
- Zoned Industrial
- ISO Rating
- Environmental Phase I
- 2-Foot Topo Mapping
- Air Quality Attainment

### **TRANSPORTATION:**

- I-75 1 mile
- TN 305 0.50 miles
- US 11 3.0 miles
- I-40 40 miles
- I-24 59 miles
- CHA Airport 50 miles
- TYS Airport 57.9 miles
- ATL Airport 169 miles
- McMinn Co Airport 6 mi.

### **UTILITIES:**

- 1-10 Gbps Internet/Fiber
- Water 8-inch line
- Sewer 12-inch line
- Nat. Gas 8-inch line
- TVA supplier of electricity with 99.999% reliability
- Athens Utilities Board distributor of all utilities to the site.

### **TRAINING PROVIDERS:**

- TN College of Applied Technology - 2.7 miles
- Cleveland State Community College - 1.8 miles
- Tennessee Wesleyan University - 4 miles

# The Redfern Site



The Redfern Site is conveniently located in the corporate limits of the City of Athens, McMinn County, Tennessee.

Along with the Environmental Phase I Assessment, this site also has a completed Geotechnical Study as well as a grading plan for a 200,000 square foot building.

The current listed price is \$25,000 per acre, negotiable.

## SITE FACTS

- 86-acre rail-served site (subdividable).
- Publicly Owned
- Zoned Industrial
- Environmental Phase I
- Geotechnical Study

### **TRANSPORTATION:**

- I-75 – 3 miles
- US 11 – 0.2 miles
- I-40 – 35.3 miles
- I-24 – 53.5 miles
- CHA Airport – 50.3 miles
- TYS Airport – 58 miles
- ATL Airport – 171 miles
- McMinn Co Airport – 7 mi.

### **UTILITIES:**

- Substation ~10 MW at 12.47 KV 3 Phase current capacity with growth opportunities.
- 2- and 3-inch Natural Gas Lines, 50 psi
- 12-inch water line.
- 8-inch sewer line.
- TVA supplier of electricity with 99.999% reliability
- Athens Utilities Board distributor of all utilities to the site.

### **TRAINING PROVIDERS:**

- TN College of Applied Technology - 2.7 miles
- Cleveland State Community College - 1.8 miles
- Tennessee Wesleyan University - 4 miles



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### **Agenda Item**

III. B. Purchase of Needed Property for the ARP Funded Stormwater Project and Approval of Resolution No. 2025-17

### **Overview**

The City received a stormwater grant from the Tennessee Department of Environment & Conservation during 2023 to prepare an electronic inventory/data base of major city stormwater assets including information about asset location, material, size, elevation, and condition to determine overall stormwater needs. Based on the collected information, the city will construct a project that is needed to improve the city's stormwater capabilities, water quality, and minimize streambank erosion. The project that was selected was to purchase 5.12 acres of land at the intersection of Ingleside Avenue and Forrest Avenue across from Ingleside Park to shape into a new city-controlled stormwater asset to manage stormwater from the Oostanaula Creek. Since this property will be a dry storage area some of the time, it will be transformed into a parklike green space with native plants, walking trail, stormwater education exhibits, and perhaps tie-ins/connections with nearby Mayfield Dairy Visitor Center (concept plan is attached).

The 5.12 acres is entirely within the flood zone and largely within the floodway making it severely limited to development. The purchase price is \$135,000 based on a recent appraisal. Funds for this purchase as well as the entire project were budgeted in the approved FY 2025-26 Capital Improvement Fund budget.

Attached is a memo from the Public Works Department that offers more details and how the property would be purchased through the Economic Development Authority to maximize grant funding.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Public Works Dept.



## PUBLIC WORKS

**TO:** Randall Dowling, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** July 2, 2025  
**SUBJECT:** ARP Stormwater Grant – Property Purchase

### **Background**

In July 2023 the city executed a grant contract with the Tennessee Department of Environment and Conservation for funding related to stormwater projects. The city will receive \$2,371,902.77 in grant funds and will be required to match these funds with \$355,785.42 for a total project budget of \$2,727,688.19. Of this amount, \$1,980,000 is for construction activities and \$747,688.19 is for professional fees related to planning activities.

The project has been progressing through several stages of development. The most time-consuming component was the survey of all stormwater assets within the city system sized 24" or greater. The location, material, condition, and elevation of each asset were documented and will be imported into a software program so that we have an accurate inventory of assets. Once the survey was complete the data was utilized to perform hydraulic modeling of the system to identify solutions for problem areas which would be constructed using grant funds.

Several factors contributed to the locations to be addressed with this funding. The first priority was to determine whether a project could be constructed prior to the grant deadline of September 2026. After that criterion had been established, other factors such as cost and severity were analyzed to determine the final list of construction activities.

The single largest project selected for construction is the addition of new stormwater assets near the Wetlands Trail and Ingleside Park. This facility would serve a similar purpose to the wetlands that were constructed several years ago, but the design and function would be slightly different. Instead of an area that stays wet year-round, the new facility would be a dry storage area where a large park like greenspace will exist during the dry season. The area would be nicely landscaped with native plants and potentially include a walking trail with stormwater education exhibits, along with an overlook at the corner of Ingleside Avenue and Forrest Avenue. Connections would be available to the existing wetlands, E. G. Fisher Library, Ingleside Park, and the Mayfield Visitor Center.



## PUBLIC WORKS

Water from the Oostanaula Creek will spill over into this area when the creek level rises, which will provide the following benefits:

- Sediment collected in the creek will have the opportunity to settle in the dry storage lawn which improves water quality and reduces flooding impact by maintaining the current creek capacity rather than having it fill with excess sediment.
- By diverting a portion of the water from the primary creek channel, the speed of water flow in the channel will be reduced which helps prevent streambank erosion.
- By diverting a portion of the water into this area, the downstream sections of the creek will have a minimal reduction in the high-water level during rain events. However, the property is not large enough to have a significant impact on water levels downstream but even small reductions are better than none.

The city will utilize a portion of the grant funds to purchase the property needed to construct this facility. The land is currently owned by Mayfield and is bounded by Forrest Avenue, Ingleside Avenue, Mayfield Lane, and the Oostanaula Creek. We have been working with Mayfield since last year on the terms of an agreement for the city to purchase parcel 057H D 001.00 which is 5.12 acres. Currently, there are no structures on the property and its future use is severely limited by its location which is entirely within the flood zone and is largely within the floodway.

The city recently had an appraisal conducted on the property to establish fair market value. The appraisal indicated the property value to be between \$99,000 and \$135,000. Based upon our estimates prior to obtaining the appraisal, this is within the range we anticipated. As such, we propose using grant funds to purchase the parcel, which is currently owned by Mayfield, for the construction of a stormwater facility. I am attaching a draft sketch of what the facility will look like after construction but note that this is a draft and some changes may be required prior to or during construction.

To maximize the benefit of the purchase for both the city and Mayfield, the transaction will be facilitated by the McMinn County Industrial Development Board. The only impact to the city that the inclusion of the IDB has on the project is the purchase amount will be paid to the IDB rather than Mayfield and the deed we receive transferring ownership would also come from the IDB rather than Mayfield.

### **Action Needed**

City council approve purchase parcel 057H D 001.00 using ARP Stormwater Grant Funds for the purpose of constructing a stormwater facility to improve water quality in the Oostanaula Creek.

**ARP Stormwater Grant  
Property Acquisition Proposal  
City of Athens – Mayfield Dairy – McMinn County EDA  
July 2025**

**Project Summary** – The City of Athens (City) is using ARP Grant funding to acquire property to construct stormwater infrastructure to improve water quality and reduce streambank erosion. The parcel needed for the project is currently owned by DFA Dairy Brands Fluid, LLC, d/b/a Mayfield Dairy (Mayfield). By facilitating the project, the McMinn County Industrial Development Authority (IDB) will allow the City to maximize grant funding, thus limiting the expenditure of local funds, and assist Mayfield with site enhancements to improve traffic flow and increase security.

**Mayfield Dairy will:**

- Transfer ownership of Parcel 057H D 001.00 which consists of 5.12 land unit acres
- Receive from IDB goods and services (engineering, fencing, traffic flow enhancements, etc.) in an amount not to exceed \$135,000 which has been determined as the maximum value of the property by a certified appraiser

**McMinn County IDB will:**

- Transfer ownership of said parcel to the city for an amount of \$135,000
- Execute an agreement with Gresham Smith & Partners (GSP) as negotiated by Mayfield for the design of improvements on Mayfield property in an amount of \$27,000
- Procure and install fencing and related items as designed by GSP in an amount not to exceed \$108,000

**City of Athens will:**

- Purchase said parcel from IDB in an amount of \$135,000
- Construct stormwater improvements and related amenities on said parcel using ARP grant funding according to plans developed by GSP based upon input provided by Mayfield

**All Parties will:**

- Agree to cooperate with one another to seek funding for the development of an educational trail (Trail) on said parcel as shown in the masterplan created by GSP which focuses on dairy farming, agricultural industry, and/or stormwater management practices
- If there are excess funds after the scope of work developed by Mayfield through the services of GSP is complete, the IDB will apply the remaining funds to the development of the Trail project
- Depending upon the overall financial considerations of the Trail, there are options for Mayfield to have naming rights or serve as primary sponsor of Trail if they contribute funds toward construction using excess funds and/or other donations
- Mayfield will be consulted regarding content for the Trail if excess funds or donations are made available for its development by Mayfield

**Notes:**

- All parties are aware that the property purchase must proceed expeditiously due to the pending grant deadline
- Any agreement reached will require the approval of the City of Athens City Council, McMinn County IDB Board of Directors, and the appropriate representatives of Mayfield
- NON-BINDING LETTER: This is a proposal representing an expression of interest only and shall be nonbinding on the parties, and nothing in this proposal letter should be construed

as a binding offer or other obligation on any party's part or create any rights in favor of any other party or any third party. This proposal letter does not address all matters upon which agreement must be reached in order for the transaction to be consummated. None of the parties shall have any obligation with respect to the matters set forth in this proposal letter until such time as all parties have entered into formal written agreements with terms acceptable to all parties in their sole and absolute discretion.





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### **Agenda Item**

III. C. Proposal from Allen & Hoshall to Prepare Design Plans and Construction Drawings to Renovate the House at Regional Park for Parks & Recreation Offices

### **Overview**

The approved FY 2025-26 Capital Improvement Fund budget contains \$275,000 to renovate the house at Regional Park for Parks & Recreation Offices. To begin this project, design plans and construction drawings need to be developed. Allen & Hoshall has submitted a proposal for this project (attached). After the construction drawings are completed, they will be bid out, the bid awarded by City Council, and construction will begin. Estimated completion time is Spring 2026.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Parks & Recreation



June 19, 2025

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

**RE: Existing House Alteration Proposal REV – Athens Regional Park, 2405 Decatur Pike, Athens, TN**

Dear Mr. Dowling,

Allen & Hoshall is pleased to submit this proposal to provide design services for the alteration of the existing house located at the front of the Athens Regional Park property located at 2405 Decatur Pike, Athens, TN. The project encompasses: 1. Revisions/ alteration to the existing house to provide space for 5 offices, kitchen area remodel, restrooms remodel, reception, storage and work areas for the Athens Parks and Recreation department. 2. Provide drawings and documentation of the existing house and indicate areas with potential issues. 3. Identify existing HVAC, electrical, and plumbing systems and potential system upgrades/ replacements

**Project Scope – Building**

The existing house situated at the front of the Athens Regional Park located at 2405 Decatur Pike, Athens, TN is primarily an existing single story residential facility (approx. 1750 SF) and garage (approx. 560 SF) with a full basement (approx. 1750 SF) under all portions except the main level garage. built out interior office and lab areas as well as a limited mezzanine area. The following alterations are requested:

- 1 Remodel the existing residential facility to house: Program Coordinator Office, Assist. Program Coordinator Office, Director Office, Admin Office, Maintenance Foreman, Reception Area, Kitchen/ Break, Restrooms, Work space, Existing garage/ storage area, existing basement storage area.
- 2 Document existing house plans (main and basement), layout, elevations and HVAC, Electrical, Plumbing systems
- 3 Identify potential issues and needed upgrades.
- 4 Add paved parking for 12 vehicles including 2 EV recharging stations.

Items not in scope of work:

1. Any work on systems outside of the identified areas listed above.

**Professional Services - Building**

Allen & Hoshall will provide the following professional services:

1. Provide dimensioned existing floor plans and elevations.
2. Provide demolition plan drawing for the removal of impacted existing: walls, restrooms fixtures, cubicles, and affected areas
3. Provide proposed new layout and finishes plan
4. Provide elevation drawings/ details as required
5. Provide drawing cover and information sheet
6. Provide partial reflected ceiling plan as required for affected areas.
7. Provide Electrical engineering plan and detail sheets showing any required items to be added/ altered
8. Provide HVAC engineering plan and detail sheets showing any required alteration of the existing ductwork to be added or modified.



9. Provide Plumbing engineering plan and detail sheets showing any potential new layouts and supply/ waste lines.
10. Provide Structural Engineering for ramp, retaining repairs, basement support.
11. Provide Civil engineering for the proposed new paved 12 parking space lot and house access. Stormwater runoff and erosion control to be included in engineering.
12. Provide architectural and engineering recommendations for replacement items/ systems, repair items and potential upgrades.
13. We will include up to two meetings during the design phase of the project.
14. Work with Owner's contractor to provide drawings for use with the local building officials and Fire Marshall to review design and requirements for the permitting process.
15. Up to four construction progress site visits.
16. Submittal items for A/E review.

Services which are excluded from the base scope:

1. Any design services for areas outside of the identified items above. Allen & Hoshall would perform these services as additional services and provide a fixed price or on an hourly rate basis if requested by the Owner.
2. Utility upgrades - the existing site and connection conditions are assumed to be adequate.
3. Any hidden or undiscovered conditions which may require additional restoration and repair work on the existing facility.
4. Fire Suppression system assessments of the facility. The existing base systems are to remain for use and modification for this facility. Allen & Hoshall would perform these services as additional services and provide a fixed price or on an hourly rate basis if requested by the Owner.
5. Any work on the existing HVAC system to provide additional units. An initial test and balance for existing conditions will need to be provided by the owner in order to determine capability and capacity of the existing units to meet the altered demand.
6. Any work for IT/ Comms, access control and security systems. These are to be provided by Owner.
7. Interior design services beyond finishes indications for the main level Parks and Recreation offices.

### **Proposal Fee**

We propose to do the outlined work on a fixed fee basis and is based on the scope discussed with the owner and indicated above:

1. House remodeling fee: \$41,500.

The owner agrees to adjust fee as required if the scope of the project increases beyond the items indicated above.

We are including a copy of our standard project Terms of Agreement which are attached to this agreement. Please sign and date this proposal letter on the space provided below indicating your acceptance of this proposal. An officer of the firm will provide a signature to formally execute the agreement. We look forward to working with you on this project.

Sincerely,

Mark J. Stockman, AIA

Allen & Hoshall

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City of Athens Representative

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Allen & Hoshall Firm Officer



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### **Agenda Item**

III. D. Proposal from Gresham Smith Engineers to Design and Prepare Construction Drawings to Connect View Street.

### **Overview**

The city recently acquired a 0.13-acre strip of land as right-of-way to connect the two sides of View Street in preparation of connecting and paving this city street as a through street. The approved FY 2025-26 Capital Improvement Fund budget contains \$305,000 to design, prepare construction drawings, bid out, and construct this project. Gresham Smith Engineers has submitted a proposal for this project (attached). After the construction drawings are completed, they will be bid out, the bid awarded by City Council, and construction will begin. Estimated completion time is Spring 2026.

A memo from the Public Works Department with additional details is also attached.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Public Works





## PUBLIC WORKS

**TO:** Randall Dowling, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** June 27, 2025  
**SUBJECT:** View Street Extension

### **Background**

Earlier this year the city acquired a strip of land to serve as right-of-way for the construction of a connector on View Street. Currently, View Street terminates on each side of this new right-of-way but with the construction of the connector it will become a through street. The construction will be no more than one city block and funding for both the design and construction of the connector was approved in the FY26 budget.

Because the city has an existing working relationship with Gresham Smith for this type of service, the city's purchasing policy allows us to negotiate a professional services agreement with them to provide design services for this project. We have requested and received a proposal from them for design services, and I have attached it to this email for your consideration.

### **Action Needed**

Motion by the City Council approving execution of the proposal from Gresham Smith for design services related to the View Street connector.



June 13, 2025

Mr. Ben Burchfield,  
Director of Public Works  
City of Athens  
219 Alford St.  
Athens, TN 37303

Subject: Scope and Fee Proposal  
View Street Connection

Dear Mr. Burchfield:

Gresham Smith is pleased to present this Scope and Fee Proposal for engineering services to the City of Athens. The purpose of these services is to provide design services for View Street Connection. The attached agreement includes the scope of services and work breakdown for the project.

**PROFESSIONAL SERVICES**

A detailed scope of services is attached for reference.

We appreciate the opportunity to make this project a success for the City of Athens. If you have any questions or need additional information you may reach me by telephone at 865.299.6130 or by email at [patrick.fiveash@greshamsmith.com](mailto:patrick.fiveash@greshamsmith.com). You may also contact Jake Graves at 865.299.6145 or by email at [Jake.Graves@greshamsmith.com](mailto:Jake.Graves@greshamsmith.com).

Sincerely,

A handwritten signature in blue ink that reads 'Patrick Fiveash'.

Patrick Fiveash, PE, CPESC  
Project Manager

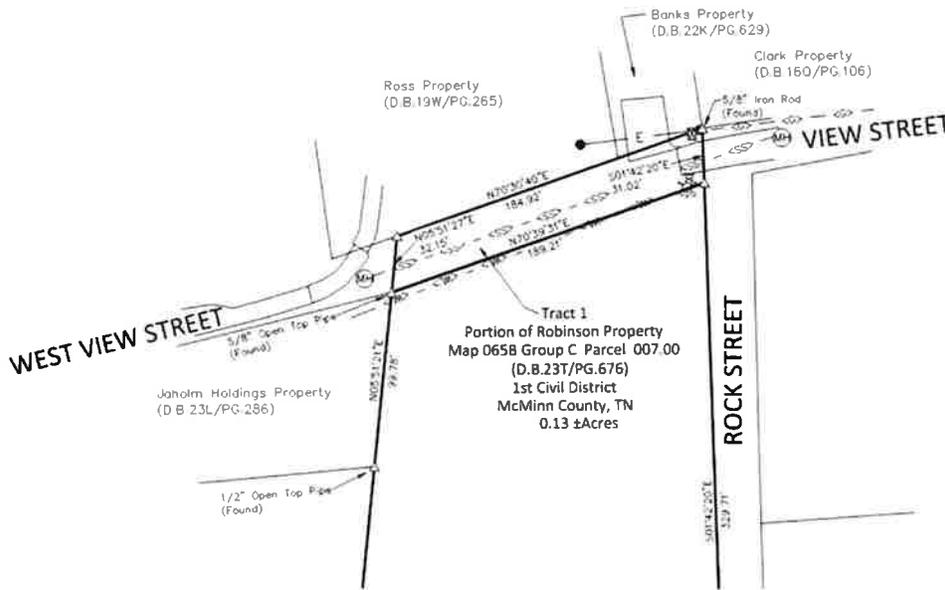
*Genuine Ingenuity*

2095 Lakeside Centre Way  
Suite 120  
Knoxville, TN 37922  
865.521.6777

[GreshamSmith.com](http://GreshamSmith.com)

**LOCATION & DESCRIPTION**

The scope of services for this project roadway design, stormwater design, bidding and construction inspection services for the continuation of View Street to View Street as shown below. Gresham Smith to provide the City with an exhibit for preliminary review.



**Roadway Design 100% \$25,907.50**

The tasks for 100% construction plans and coordination:

1. Horizontal and vertical alignment layout.
2. ORD Template and corridor design.
3. Stormwater design:
  - a. Analysis of drainage area.
  - b. Evaluation for cross drains and/or catch basins.
4. Construction plan production.
  - a. Title
  - b. Typical
  - c. Estimated quantities
  - d. Project notes
  - e. Plan and Profile
  - f. Cross sections.
5. QA/QC.
6. Construction Cost Estimates.
7. Review Meetings with City staff (1 meeting)

Genuine Ingenuity

2095 Lakeside Centre Way / Suite 210 / Knoxville, TN 37922 / 865-521-6777 / GreshamSmith.com

**Project Management \$2,540.00**

The tasks for project management.

1. Project invoicing.
2. Coordination with City project manager.

**ASSUMPTIONS**

1. City of Athens to provide Survey data.
2. Disturbed area should be less than 1 acre. Assuming no permits.
3. Design will follow TDOT and City of Athens standards and specifications.

**SERVICES NOT INCLUDED IN THE SCOPE OF WORK**

The following items are not anticipated to be required at this time and are therefore specifically excluded from the scope. These services may be added at the CLIENT'S request as extra service.

1. Survey
2. Preliminary and ROW Plan set.
3. ROW acquisitions, negotiations, and appraisals.
4. SWPPP, ARAP and/or ACOE permits.
5. Signal design.
6. NEPA Document.
7. Hydrologic Determination.
8. Geotechnical services.
9. Utility relocation plans.
10. Railroad Coordination
11. Topographic survey
12. RLS boundary survey
13. Utility Coordination

**DELIVERABLES**

Gresham Smith will provide the respective project submittal documents as detailed below in electronic format via the Newforma File Management System.

Construction plans and bidding documents.

Additional required services outside the limits of the scope detailed above may be supplemented later.

Based on the above-mentioned items the engineer will be **billing a lump sum amount of \$28,447.50** the scope and fee for any additional services will be agreed upon in writing by both the Engineer and the Owner before beginning work.

Genuine Ingenuity

2095 Lakeside Centre Way / Suite 210 / Knoxville, TN 37922 / 865-521-6777 / GreshamSmith.com



MAP 065B Group C PARCELS 007.00

**SURVEY NOTES:**

1. Owner: William Robinson  
View Street  
Athens, TN 37303  
Map 065B Group C Parcel 007.00
2. Survey Requested by Will Robinson
3. All easements of this survey were completed using RTK-GPS Data collected on 12-28-2023 using Trimble R12 Dual Frequency Receivers. Horizontal Accuracy +/- 0.1' & Vertical Accuracy +/- 0.1' without abstract of title.
4. The survey completed hereon was completed easements, right-of-ways, regulations, restrictions in effect at the time of the survey.
5. Property shown hereon is subject to all easements, right-of-ways, regulations, restrictions in effect at the time of the survey.
6. Flood Hazard Note: By graphic plotting no portion of this property lies within the 100 year flood hazard zone and is depicted as zone X as defined by the F.E.M.A. Flood Insurance Rate Map of McMinn County, Tennessee and incorporated areas map number 47107C003090 effective September 28, 2007.
7. Setbacks: 30' Front, 20' Back, 15' Sides
8. Tract 1 is not a buildable lot and will be used Street Only.
9. A 15' utility and drainage easement is reserved adjacent to all road right-of-way and 7.5' either side of side and rear lot lines.
10. Tract 1 and 2 are zoned R-2

- LEGEND**
- Power Pole
  - △ 1/2" Iron Pin (Set)
  - Sign
  - Point as Described or Not Monumented
  - Iron Rod
  - △ Guy Anchor
  - Gas Valve
  - Existing Septic Tank
  - Manhole
  - Storm Manhole
  - Water Valve
  - Metal Fence Post (Found)
  - WFP
  - Wood Post
  - Utility Box
  - Water Meter
  - Gas Meter
  - Light Pole
  - Existing Catch Basin
  - 8" Sewer Main
  - 6" Water Main
  - 2" Gas Line

Surveyor:  
Nicholas Barnes, RLS 2751  
423-333-5329  
823 Hwy 307  
Niota, TN 37826

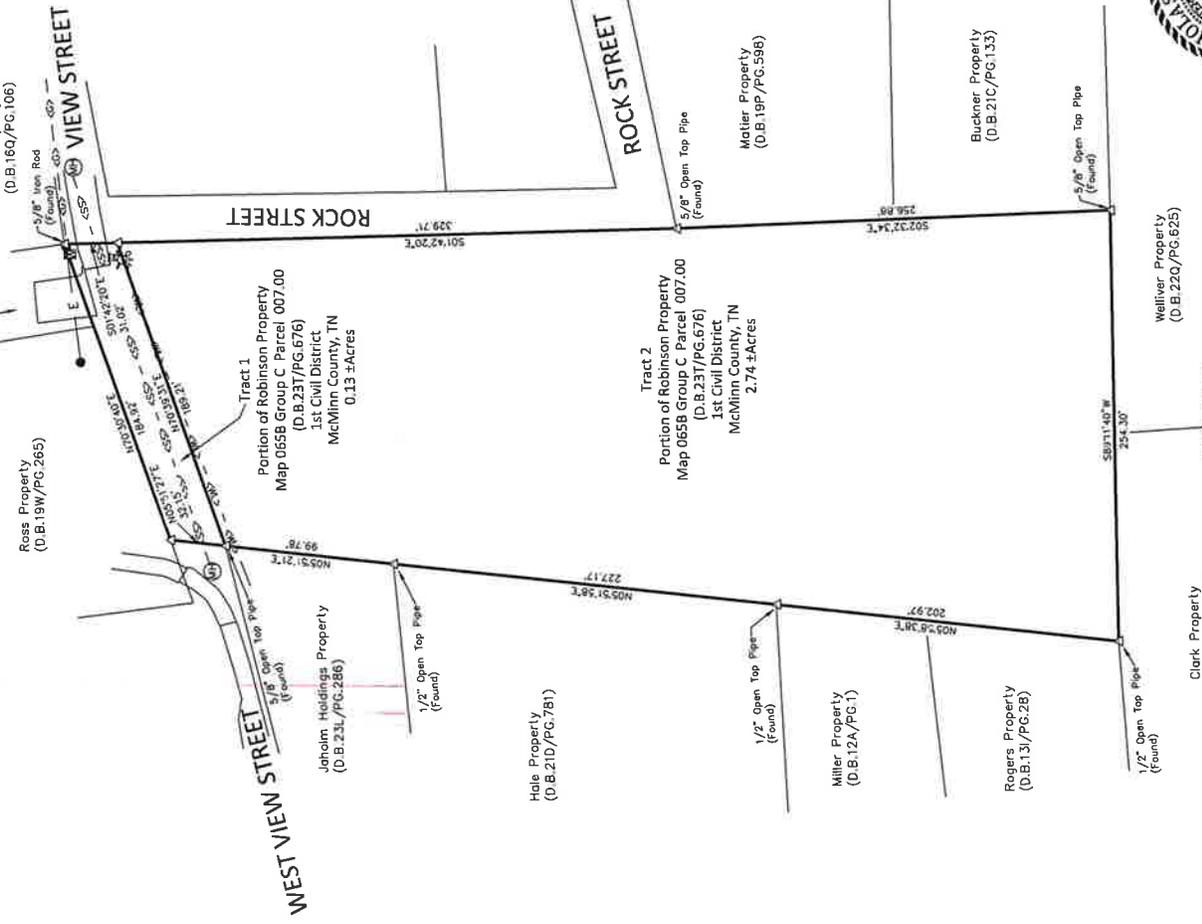
**FINAL PLAT**  
Will Robinson  
Final Civil District McMinn County, Tennessee

Map No. \_\_\_\_\_ Date of Survey \_\_\_\_\_ Project # 23-133



*It is hereby certified that this plat is true and correct and was prepared from an actual survey made by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of Tennessee, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent.*

Surveyor \_\_\_\_\_



**Certificate of Approval of Final Plat by Planning Commission**  
All the requirements of approval having been fulfilled pursuant to the provisions of the Subdivision Regulations of McMinn County Regional Planning Commission effective (date) \_\_\_\_\_

DATE \_\_\_\_\_ SECRETARY, ATHENS REGIONAL PLANNING COMMISSION

Certification of E-911 Approval  
I hereby certify that I have reviewed this plat and find that it conforms to the county's E-911 Requirements, including appropriate road names / numbers

DATE \_\_\_\_\_ E-911 Representative

Certification of Owner  
The owner of the land shown on this plat and whose name is subscribed hereon, do hereby certify that the plat is a true and correct copy of the original as shown to me by the owner or his agent, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent, and that the plat is a true and correct copy of the original as shown to me by the owner or his agent.

DATE \_\_\_\_\_ Owner / Authorized Representative

Certification of Approval by Electric Power Utility  
I hereby certify that this subdivision plat shows adequate easements for needed electric power line(s) and electrical service is available to all lots shown on this plat, and that the utility and the developer to provide electrical service to all lots shown.

DATE \_\_\_\_\_ Electric Power Official

Gas Certificate  
I hereby certify that adequate easements have been allowed where needed for gas lines in this subdivision.

DATE \_\_\_\_\_ Athens Utilities Board

Certification of Approval of Water Systems  
I hereby certify that the water distribution systems indicated on the plat have been installed according to the required specifications and design standards of the subdivision regulations.

DATE \_\_\_\_\_ Athens Utilities Board

Wastewater Collection Certificate  
I hereby certify that the wastewater collection systems indicated on the plat have been installed according to the required specifications and design standards of the subdivision regulations.

DATE \_\_\_\_\_ Athens Utilities Board



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### III. E. Proposal from Baseline Sports Construction to Design and Install Artificial Turf on the Five Infields at Regional Park.

#### **Overview**

During the 2025 Strategic Summit held during February 2025, the top project that emerged was to install artificial turf on the five infields at Regional Park to enhance sports tourism, attract more regional and state-wide sports tournaments, and increase local hotel/motel tax revenue. Based on that meeting, \$1,500,000 was budgeted in the approved FY 2025-26 Capital Improvement Fund (\$1,300,000) and Hotel/Motel Tax Fund (\$200,000) budgets for this project.

The Parks & Recreation Director, Project Manager, and Purchasing Assistant met with several installers that are part of a cooperative purchasing agreement to obtain costs and installation schedules. To that end, they selected Baseline Sports Construction. to install artificial turf on the five infields at Regional Park. Baseline is a known company that has successfully performed similar work in the city and county prior. The cost of the turf installation is \$1,342,815.23, the required bonds cost is \$13,428.15, and grading design fees are \$15,000. In addition to the installation cost, \$50,000 is needed to repair a longstanding drainage problem on Field 4 for a total project cost of \$1,421,243.38, or \$78,756.62 under budget which would be used as a contingency to fund unforeseen items, if any. This project will start during late October 2025 at the end of the current softball season and be completed during early February 2026, the beginning of the upcoming softball season. Baseline's proposal is attached.

For additional background, Regional Park's five baseball/softball fields are currently 70-foot bases which can only accommodate 8U to 14U girls' softball, up to 12U boy's baseball, adult softball, and senior adult softball along with these types of tournaments. With this project, the five fields will have up to 90-foot bases resulting in accommodating and attracting a larger variety of sports teams and tournaments including middle school baseball, high school baseball, and even college baseball. Additionally, since McMinn County High School and TWU's baseball fields have 90-foot bases, they can be included in tournament play with the city to attract even larger tournaments.

When completed, this project would result in minimizing cancelled games due to weather and unplayable fields and less maintenance which would free up existing workers to be more productive with other tasks. Lastly, the Parks & Recreation Department would aggressively market the new and improved fields to attract as many local, regional, and state-wide tournaments as possible. Attached is a memo from the Public Works Department offering additional details about this project.

#### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

#### **Affected Departments**

Parks & Recreation Department



## PUBLIC WORKS

**TO:** Randall Dowling, City Manager

**FROM:** Kevin L. Helms, Project Manager

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

**DATE:** July 2, 2025

**SUBJECT:** Regional Park Turf Installation

### **Background**

Following discussion at the 2025 Strategic Summit in February, \$1,500,000 was included in the FY26 budget to be used for turf installation on five infields at Regional Park. Recently, Matt Siniard and Angela Robbins joined me at meetings with Baseline Sports Construction and Turf of America to assess products and pricing for this project. Both companies can provide turf through a purchasing cooperative. Baseline has a proven track record including countless projects throughout the region. Their work includes several projects with the City of Athens, Athens City Schools, and McMinn County.

Once this project is complete, the five fields will have the ability to accommodate numerous base distances up to 90-foot. By adding this capability, the fields will be able to accommodate both softball and baseball. This is because field dimensions for the upper age groups in baseball require 90-foot bases. Currently there is no facility in this area that can host baseball games requiring 90-foot bases on more than one field concurrently. Additionally, since McMinn County High School and TWU's baseball fields have 90-foot bases, they could be included in tournament play with the city to attract even larger tournaments.

### **Cost**

The cost to turf the existing infield area while also expanding them to allow for 90-foot bases is \$1,342,815.23. This fee includes a field groomer needed to perform regular maintenance on the turf.

Other fees include:

- Required Bonds - \$13,428.15
- Grading Plan Desing & Permitting - \$15,000
- Field 4 Drainage Repairs - \$50,000

Significant drainage issues exist in both the infield and outfield of field four. The process of installing turf on the infield will rectify the drainage issues on the infield, but drainage issues in the outfield will still exist without additional work. If these issues are not addressed, much of the benefit from turf installation will be negated on field four because standing water will remain in the outfield long after the turf infields will have drained sufficiently enough to resume play.



## PUBLIC WORKS

We are requesting the balance of appropriated funds in the amount of \$78,756.62 be approved as contingency for the project. This represents 5/5% of the total project cost, which is well within the general percentage of construction allocated for project contingency.

The proposal from Baseline is attached.

### **Product Information and Installation Process**

The project will be completed in two phases. The initial phase will begin as soon as possible and will address the drainage issues in the outfield of field four. The ideal scenario is for this work to be done while grass is still actively growing so disturbed areas will be covered by grass before it goes dormant for the winter. The remainder of the project will begin about the fourth week of October, which is immediately after the end of the current softball season. Construction should be completed by the end of February so that the March league can begin play as normally scheduled.

The turf to be utilized on the fields is TRUHOP 46 which is manufactured in Georgia by SHAW Sports Turf. The color will be very similar to the color of the infield clay mix currently in use on all fields. This specific product has been used at numerous facilities nationwide including:

- Dunedin Park (Toronto Blue Jays Spring Training Facility) – Dunedin, Florida
- Bear River Sports Complex – Loleta, Georgia
- Cedar Stone Park – Smyrna, Tennessee
- Riverdale High School – Murfreesboro, Tennessee

A product specification sheet is attached.

### **Action Needed**

Motion to approve awarding the Regional Park Turf Installation Project to Baseline using SHAW Sports Turf OMNIA Cooperative Purchasing Contract #R050422 in an amount not to exceed \$1,500,000.



## Athens Regional Park

### Prepared By

Baseline Sports Construction, LLC

Steve Clift  
3600 Henson Road  
Knoxville, Tennessee 37921  
423.593.8284  
steve@baselinellc.com

### Prepared For

City of Athens, TN

Kevin Helms  
815 N. Jackson Street  
Athens, Tennessee 37303  
423.744.2788  
khelms@athenstn.gov

7/1/2025

### Scope of Work

WE HEREBY PROPOSE THE FOLLOWING SPECIFICATIONS & PRICING FOR THE CONVERSION OF 5 INFIELDS + BACKSTOP HALOS:

- 1) Mobilization, temporary facilities, construction dumpsters and layout
- 2) Construction entrances and fence removal as required
- 3) Excavation of existing infields and halo areas behind backstops to a depth not to exceed 8" and dump on site
- 4) Fine grading utilizing laser guided equipment
- 5) Installation of an 8" HDPE, perforated collector pipe at perimeter of field and halo areas as required including trench fabric and wash stone including connections to existing storm drainage systems at 3 fields and discharge beyond the outfield fence @ 2 fields
- 6) Installation of perimeter concrete curbing to encase existing fence posts where possible including a nailer board for turf attachment
- 7) Installation of a 4-ounce filter fabric over field and halo area subgrade
- 8) Installation of a 12" flat panel drainpipe placed 30' OC, terminating at the top of the collector pipe trench
- 9) Installation of a 6" free draining stone base utilizing 4.5" of #57 stone + 1.5" of #8 stone utilizing laser guided equipment
- 10) Installation of the "Tru-Hop" synthetic turf system at infields and halo areas as manufactured by SHAW Sports Turf including 2.4 pounds of sand + 1.5 pounds of ambient rubber per SF. Field markings include base lines, catcher boxes, batter's boxes, on deck circles, and softball pitching circles
- 11) Installation of base anchors to accommodate 60', 65', and 70' base paths.
- 12) Removal of construction access drives and general site clean up

<b>Proposal Total</b>	<b>\$1,017,983.23</b>
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<b>Add Alternate 1 to Convert Outfield at SW Field:</b>	<b>\$798,600</b>
<b>Add Alternate 2 to Expand Infields to Accommodate 90' Bases:</b>	<b>\$324,832</b>

## Terms of Service

- 1) Assumes fence removal and replacement by City of Athens staff
- 2) Assumes a continuous, uninterrupted workflow and haul routes for project duration
- 3) Assumes adequate staging and laydown areas for project duration
- 4) Assumes excavated materials will be dumped on site
- 5) Does not allow for removal, remediation or replacement of unsuitable soils, solid rock or hazardous materials
- 6) Does not allow for the removal, remediation, or replacement of underground utilities. Utility location by owner
- 7) Does not allow for repair or replacement of parking lots, sidewalks or landscape areas damaged during construction
- 8) Engineering, design and permitting by others
- 9) Performance & payment bonds available for a 1% surcharge
- 10) Based on current material and labor prices and is subject to change after 30 days due to current market volatility
- 11) Assumes construction late summer / fall of 2025
- 12) Cooperative purchasing agreement is available via SHAW Sports Turf OMNIA contract # R050422 for sports surfaces

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Signature  
City of Athens, TN

■ **TOTAL PRODUCT WEIGHT**

74 oz / yd<sup>2</sup>

■ **PILE YARN FIBER WEIGHT**

46 oz / yd<sup>2</sup>

■ **AVERAGE PILE HEIGHT**

1.625 in / 41.28 mm

■ **COLOR**

Multiple

Designed specifically for baseball performance, Shaw Sports Turf set out to engineer the ultimate baseball field. With feedback from Hall of Famer John Smoltz, TruHop was created and is the closest thing to natural grass. Its revolutionary design mirrors the real thing in terms of playability and performance yet provides durability that natural grass just can't rival.

**PRODUCT FEATURES**

- Sand/rubber infill creates a fast, dense, firm surface
- Combination of monofilament fiber and slit film fiber provide the best of both worlds
- Reduced infill flyout and migration
- Multi-layer backing provides superior dimensional stability and tuft bind
- Better ball roll, durability and aesthetics

**FIBER**

- Slit film and thatch layer

**INFILL**

- Sand/Rubber combination

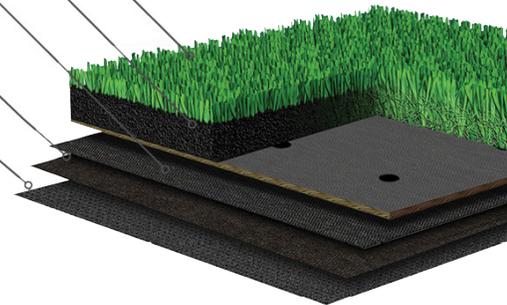
**ULTRALOC<sup>®</sup> COMPOSITE BACKING**

**Primary Layers**

- Woven fabrics

**Secondary Backing Layer**

- High-grade polyurethane



**PRODUCT TESTING**

Shaw Sports Turf knows that baseball is a purist's game. That's why we've invested considerable resources in developing a system that plays and performs just like the best natural grass baseball fields.

Our R&D team has tested fields at all levels, from recreation fields to professional baseball playing fields. We've done extensive research on several properties that are important in systems designed to be more like natural grass.



TEST	UNIT	SPECIFICATIONS
Linear Density - Denier*	denier	9,000
Thickness**	microns	110
Break Strength***	lbs / force	20
Elongation	%	> 30
Total Lead Content	ppm	< 100
Total Product Weight****	oz / yd <sup>2</sup>	74
Pile Yarn Fiber Weight**	oz / yd <sup>2</sup>	46
Primary Backing Weight**	oz / yd <sup>2</sup>	8
Secondary Backing Weight†	oz / yd <sup>2</sup>	20
Average Pile Height**	inches	1.625
Average Tuft Bind Strength	lbs / force	> 10
Tufting Gauge	inches	1/4
Average Grab Tear Strength	lbs / force	> 200
Pill Flammability		Pass
Infiltrometer (Drainage)	in / hr	> 25

Except where noted as a minimum or maximum, the above specifications are nominal.  
 \* All values are ± 8%    \*\* All values are ± 5%    \*\*\* All values are ± 25%  
 \*\*\*\* All values are ± 10%    † All values are ± 3 oz

### Colors

TRUHOP® comes in a variety of colors to choose from to meet your needs.

-  FIELD GREEN
-  TAN
-  CHESTNUT
-  TERRA COTTA
-  BROWN
-  WHITE

*The colors shown are not intended for exact matching purposes, please refer to actual sample swatches for accurate hues.*

Shaw Sports Turf provides athletic turf surfaces to some of the top programs in the NFL, MLB and NCAA. Contact your representative to learn more about our company.

**877.260.7888**  
[www.shawsportsturf.com](http://www.shawsportsturf.com)



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### **Agenda Item**

#### III. F. Proposal to Purchase IT Equipment and Services to Update/Refresh the City's Information Technology Infrastructure

### **Overview**

The approved FY 2025-26 Information Technology Department budget contains funds to upgrade and refresh the city's information technology infrastructure due to the existing 2019 equipment being at the end of its useful life and the beginning of hardware failure. The new equipment that will be installed in the city's data room at City Hall consists of three new servers, additional storage capacity and processing power, new switches, associated software and licensing, and services to aid staff in the equipment installation. The estimated completion time for this project is three months or about late September and the new equipment has a five-year lifecycle.

The city will purchase this equipment (\$216,349) and installation services (\$21,875) for a total of \$238,224 from Litefoot Technology, LLC based in Ooltewah, TN. This company was selected through a competitive process during 2023, has been the city's designated IT contractor since that time, and has been used regularly for IT support and department technology initiatives.

In addition, the updated purchasing policies, Section 7.0 (Standardization of Vehicles, Equipment, Technology, Traffic Signal Equipment, and Maintenance Agreements) allow this purchase to be made without competitive bidding because the IT equipment to be purchased needs to be compatible with all the existing IT infrastructure, standardized, and installed by people knowledgeable of the city's IT systems.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Information Technology Department



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### **Agenda Item**

III. G. Proposal from Kimley Horn to Build Upon the Previously Prepared Downtown Master Plan by Preparing Schematic Designs, Developing a Pattern Book, and Refining Priorities/Phases.

### **Overview**

A downtown master plan was prepared during 2020 showing high level concepts of street/parking and sidewalk/pedestrian improvements, traffic calming measures, landscaping/streetscaping, way finding signage designs, among other design elements for the downtown area. To build upon that master plan from concept to actual, Kimley Horn has prepared a proposal (attached) to:

- prepare schematic designs within the study area to show street widths, sidewalk widths, parking, pavement markings, and landscape areas including street tree locations/standards.
- develop a pattern book showing standard designs, graphic examples, and manufacturers of sidewalk materials/brick patterns, street light poles, traffic signal arms, street signage, wayfinding signage, trash receptacles, benches, bike racks, pedestrian signals, and trees to maintain consistency throughout the downtown area. The pattern book would also have a typical on-street dining layout and landscape treatments for intersection corners.
- prepare a phasing plan and map to align the various phases with anticipated funding.

This project was included in the approved FY 2025-26 Capital Improvement Fund budget at \$50,000. If approved, the project would be completed in about four months or during November, 2025. During development of the schematic designs, pattern book, and phasing plan, we will obtain comments and feedback from numerous stakeholders such as city officials, city department heads, county officials, Main Street, TWU, Chamber of Commerce, downtown business owners, among other interested parties to ensure this project receives vital input.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Parks & Recreation Department and Public Works Department



July 1, 2025

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

**RE: *Scope of Services***  
***City of Athens Downtown Streetscape Master Plan***

Dear Mr. Dowling:

Kimley-Horn and Associates, Inc. is pleased to submit this Scope of Services (“Scope”) to the City of Athens, Tennessee, for the creation of a Streetscape Master Plan for Downtown streets, sidewalks, and parking configuration.

### **PROJECT UNDERSTANDING**

The Athens Experience Masterplan was developed in 2020, bringing together key elements for the revitalization of Downtown Athens, including Branding, Wayfinding, Streetscape Improvements, Façade Improvements, and Infill Design.

In the intervening years, various projects such as the recent repaving of streets surrounding Courthouse Square as well as projects such as potential improvements to Knight Park and Market Park have brought to light the need to carry the concepts included in the Experience Master Plan and Bicycle Pedestrian Masterplan into a comprehensive set of standards for Downtown that are implementable and provide the framework to maintain consistency of various design elements. These standards are intended to apply to both public and private projects in the project study area for work within the public domain.

To achieve the planned objectives, a Streetscape Masterplan consisting of a schematic layout for roads, parking, sidewalks, and bike paths should be developed to improve consistency and ease of parking downtown while also improving pedestrian and bike safety for all users.

Accompanying the schematic design will be a Pattern Book for downtown development, identifying typical standards for a complete streetscape, including recommended styles and manufacturers for fixtures as outlined in the scope of work. Emphasis will be placed on fixtures and materials that have a long history of being in production, increasing the likelihood that exact or comparable products will be available in the future. Existing efforts such as the ongoing bench placement program by Main Street Athens will be integrated and the general character of development will follow identified urban redevelopment examples such as the West Walnut Street Corridor Redevelopment Plan in Johnson City, TN.

**STUDY AREA**

For the purpose of this scope and fee agreement the limits of the project include the combined area of the Main Street District and the Historic Overlay District as shown in the maps below, with the following modifications:

- The study area does not include the area south of Park Street but encompasses both sides of Park adjacent to the mapped area.
- Properties directly abutting Highway 30 on the East side, immediately adjacent to and across from the mapped areas below are included.
- Both sides of Jackson Street extending North to Highway 30 are included.
- Both sides of Highway 30 extending north to Jackson Street are included.
- Also included is the westerly extension of both sides of Madison to the intersection at Thompson Street.
- All areas identified as part of the Green Street MMAG work are included.



The Study Area identified above extends to the edge of the public ROW and does not include schematic design beyond the public rights of way. Connections to private walkways and existing conditions will be considered but improvements to private property are not included in the schematic layout.

**SCOPE OF SERVICES**

This Scope of Services describes work to be performed by Kimley Horn to prepare a schematic design and pattern book to guide the future planning of the streetscape in Downtown Athens. The scope has been divided into individual tasks as described below.

**Task 1 – Project Management and Meetings**

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

*Task 1.1 – Kickoff Meeting – Walking Workshop*

Kimley-Horn will facilitate one (1) in-person project kickoff meeting with staff from the city. This meeting will start with a tabletop review of key elements of the study area, including challenges and opportunities. At this meeting, a detailed map of the study area outlined above will be presented and confirmed. Expansion of the study area may result in an amended scope and fee agreement.

The meeting will then move to locations within the study area, including a visual assessment and documentation with photographs of key locations, included areas identified for traffic calming (up to 5). This workshop will include Kimley-Horn Transportation and Mobility, Landscape and Planning representatives.. General notes and topics of discussion will be documented in the meeting minutes.

*Task 1.2 – Project Coordination Meetings*

Kimley-Horn will conduct regular check-ins with the client to review project status and the next steps. Based on the anticipated project timeframe of four (4) months, this will include up to 4 meetings. Meetings will occur virtually using an online web meeting platform.

**Task 1 Deliverables**

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

**Task 2 – Schematic Design***Task 2.1 – Preliminary Schematic Layout*

Using Bluebeam Review or a similar graphic platform, a preliminary layout will be prepared for the study area within the limits of the public right of way, showing proposed lane widths, sidewalk widths, parking, pavement markings and landscape areas including street tree locations or standards (planting plans not included).

Consideration of public gathering spaces such as in front of the courthouse, appropriate locations for on-street dining and connectivity to anchors such as Market Park and Knight Park will be included, as well as traffic calming techniques (up to 5) to be incorporated into the design to increase safety of pedestrians, cyclists, and motorists.

The preliminary layout will be reviewed with the client to confirm the proposed concepts before proceeding with a more graphically complete schematic design.

**Task 2.2 – Final Schematic Layout**

Based on the input received as part of Task 2.1 above, an updated schematic layout of the study area will be prepared and provided for the client. Following the receipt of one set of review comments, a final schematic layout will be produced which will form the basis for the recommendations included in the pattern book.

**Task 2 Deliverables**

- Draft Schematic Layout
- Final Schematic Layout

**Task 3 - Pattern Book****Task 3.1 – Draft Pattern Book**

Based on the Final Schematic Layout prepared under Task 2.2, A pattern book that will provide typical design elements as identified below will be prepared. The Pattern book is intended to provide a graphic example along with implementation standards for the future modification or construction of the following within public rights of way:

- Sidewalk materials including pattern materials (brick inserts for example)
- Typical fixture list including manufacturer information and sample pictures for:
  - Light poles
  - Traffic Signal Yard Arms
  - Street signage (located on Yard Arms where possible)
  - Wayfinding signage (pole mounted and free standing)
  - Trash receptacles
  - Bike Racks
  - Benches
- Pedestrian Treatments at intersections, including fixtures for pedestrian signals (one typical graphic).
- A typical on-street dining layout is to be implemented with bump-outs for parallel and angle parking scenarios (one typical graphic for each).
- Typical cross sections for up to 4 street types.
- Landscape treatments/schematic for typical intersection corners, bump outs and mid-block crossings to include:
  - Plant palette for each of the three treatment areas, indicating acceptable species, sizes, and alternatives.
  - Typical design schematic drawing for each element (up to 3)

**Task 3.2 – Final Pattern Book**

Upon completion of the draft pattern book, Kimley-Horn provide a 'page turn' review via a virtual meeting platform. The draft pattern book will then be provided in electronic format for review and comment from the client. Up to two rounds of comments/markups and revisions are included in this task.

**Task 3 Deliverables**

- Draft Pattern Book

- Final Pattern Book

**Task 4 – Phasing Plan**

Following the completion of Tasks 1 through 3, a phasing plan will be prepared to allow for the implementation of the Downtown Streetscape Master Plan to align with anticipated funding. An opinion of probable cost may be provided under a separate scope and fee agreement once the project phasing exhibit is finalized.

**Task 4 Deliverable**

- Phasing Plan in Map format

**Additional Services**

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

- Additional meetings beyond those outlined in the above scope.
- Additional analysis beyond the scope that is outlined above.
- Additional design beyond the scope that is outlined above.
- Additional site visits beyond those outlined above scope.
- Boundary and topographic survey
- Construction Documents
- Infrastructure calculations, designs or permitting.
- Electrical design
- Bid phase services.
- Construction phase services
- Other services as requested by the Client.

**INFORMATION PROVIDED BY CLIENT**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's representatives. The Client shall provide all information requested by Kimley-Horn during the project. For the purposes of this scope, publicly available GIS and mapping information will be sufficient for planning purposes and development of schematic design within the study area.

**SCHEDULE**

We will provide our services as expeditiously as practicable with a goal of completing the plan within four (4) months of the notice to proceed. We will develop a project schedule for review at the project kickoff meeting, subject to adjustment and refinement as the plan moves forward.

**FEE AND EXPENSES**

Kimley-Horn will perform the services described in Tasks 1 through 4 for the Lump Sum amount of \$45,000.

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

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

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Tim Hancock, AICP  
Project Manager



Ben Skidmore  
Associate

Attachments:  
Standard Provisions

**CITY OF ATHENS**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**KIMLEY-HORN AND ASSOCIATES, INC.**

**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn with all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:  
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.

- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans, and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans

and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



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### **Agenda Item**

III. H. Amending Athens City Code Title 7 (Fire Codes) & Title 12 (Building Codes)  
Public Hearing & Second Reading of Ordinance 1142

*An ordinance to amend the Athens City Code, Title 7 entitled "Fire Protection and Fireworks" and Title 12 entitled "Building and Construction" to adopt the 2021 edition of the International Codes for fire (IFC), building (IBC), plumbing (IPC), fuel gas (IFGC), mechanical (IMC), energy conservation (IECC), and existing building (IEBC); and create chapter 12-XI entitled "Existing Building Code".*

### **Overview**

The purpose of this ordinance is to update the City of Athens adopted building and fire codes from the 2018 editions to the 2021 editions, with selected provisions from the 2024 code updates. The goal is to stay current with state standards, industry best practices, and improved safety and efficiency measures.

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for second reading.

### **Affected Departments**

Community Development Department & Fire Department

**ORDINANCE NO. 1142**

**AN ORDINANCE TO AMEND THE ATHENS CITY CODE, TITLE 7 ENTITLED "FIRE PROTECTION AND FIREWORKS" AND TITLE 12 ENTITLED "BUILDING AND CONSTRUCTION" TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL CODES FOR FIRE (IFC), BUILDING (IBC), PLUMBING (IPC), FUEL GAS (IFGC), MECHANICAL (IMC), ENERGY CONSERVATION (IECC), AND EXISTING BUILDING (IEBC); AND CREATE CHAPTER 12-XI ENTITLED "EXISTING BUILDING CODE".**

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

**SECTION 1.**

That Chapter II of Title 7, Section 7-21 entitled "Adopted", be amended to replace the words and figures "International Fire Code, 2018 Edition" with "International Fire Code, 2021 Edition" except for the following changes:

1. Section 510.0 Exception 2 shall be replaced with the following:

Where it is determined by the local Fire Chief in coordination with local law enforcement and EMS that radio coverage is not needed.

2. Section 903.3.1.2 NFPA 13R sprinkler systems shall be replaced with the following:

Automatic sprinkler systems in Group R occupancies may be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all the following conditions:

- (i) Four stories or less above grade plane.
- (ii) For other than Group R-2 occupancies, the floor level of the highest story is 30feet (9144 mm) or less above the lowest fire department vehicle access.

For Group R-2 occupancies, the roof assembly is less than 45 feet (13716 mm) above the lowest of fire department access. The height of the roof assembly shall be determined by measuring the distance from the lowest required fire vehicle access road surface adjacent to the building to the eave of the highest pitched roof, the intersection of the highest roof to the exterior wall, or the highest parapet, whichever yields the greatest distance.

- (iii) The floor level of the lowest story is 30 feet (9144) or less below the lowest level of fire department vehicle access. The number of stories of Group R occupancies constructed in accordance with section 510.2 and 510.4 of the International Building Code shall be measured from grade plane.
3. Appendix L. (Requirements for Fire Fighter Air Replenishment System) shall be optional.
4. For Group E occupancies in all Jurisdictions in Tennessee, local education agencies, public chapter schools, and non-public schools may allow classroom doors to be locked to prevent unwanted entry provided that the locking means meets the requirements in the NFPA (2021) Section 15.2.2.2.4.1.
5. For college and university instructional buildings in all jurisdictions in Tennessee, college and university administrators may allow classroom doors to be locked to prevent unwanted entry provided that the locking means meets the requirements in the NFPA (2021) Section 39.2.2.2.2.
6. The requirements for flammable gas shall be those found in the International Fire code (IFC), 2024 edition, published by the International Code Council (ICC) and shall include the following:
  - (i) For chapter 2, the definition for flammable gas shall be replaced with the definition found in the 2024 International Fire Code (IFC).

## ORDINANCE NO. 1142

- (ii) For flammable gases, table 911.1 shall be replaced with table 911.1 of the 2024 International Fire Code (IFC).
  - (iii) For flammable gases, table 5003.1.1(1) shall be replaced with table 5003.1.1(1) of the 2024 International Fire Code (IFC).
  - (iv) For flammable gases, table 5003.1.1(3) shall be replaced with table 5003.1.1(3) of the 2024 International Fire Code (IFC).
  - (v) For flammable gases, section 5003.8.3.5 shall be replaced with section 5003.8.3.5 of the 2024 International Fire Code (IFC).
  - (vi) For flammable gases, section 5003.11 shall be replaced with section 5003.11 of the 2024 International Fire Code (IFC).
7. Fire Apparatus Access Roads shall use Appendix D along with section 503 of the International Fire Code (IFC).

### SECTION 2.

That Chapter I of Title 12, Section 12-1 entitled "Adopted", be amended to replace the words and figures "International Building Code, 2018 Edition" with "International Building Code, 2021 Edition," except for the following changes:

1. Remove chapter 11 Accessibility.
2. The requirements of section 423 Storm Shelters shall not be required.
3. Section 903.3.1.2 NFPA 13R sprinkler systems shall be replaced with the following:

Automatic sprinkler systems in Group R occupancies may be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all the following conditions:

  - (iv) Four stories or less above grade plane.
  - (v) For other than Group R-2 occupancies, the floor level of the highest story is 30feet (9144 mm) or less above the lowest fire department vehicle access.

For Group R-2 occupancies, the roof assembly is less than 45 feet (13716 mm) above the lowest of fire department access. The height of the roof assembly shall be determined by measuring the distance from the lowest required fire vehicle access road surface adjacent to the building to the eave of the highest pitched roof, the intersection of the highest roof to the exterior wall, or the highest parapet, whichever yields the greatest distance.
  - (vi) The floor level of the lowest story is 30 feet (9144) or less below the lowest level of fire department vehicle access. The number of stories of Group R occupancies constructed in accordance with section 510.2 and 510.4 of the International Building Code shall be measured from grade plane.
4. For Group E occupancies in all Jurisdictions in Tennessee, local education agencies, public charter schools, and non-public schools may allow classroom doors to be locked to prevent unwanted entry provided that the locking means meets the requirements in the NFPA (2021) Section 15.2.2.2.4.1.
5. For college and university instructional buildings in all jurisdictions in Tennessee, college and university administrators may allow classroom doors to be locked to prevent unwanted entry provided that the locking means meets the requirements in the NFPA (2021) Section 39.2.2.2.2.
6. Dwellings licensed by the Department of Human Services (DHS) as Family Home Daycares, shall use Appendix AM of the 2021 International Residential Code (IRC).

## ORDINANCE NO. 1142

7. Where ASCE 7 – 16 is referenced seismic design or mapped ground accelerations, ASCE 7 – 22 mapped ground accelerations may be used to determine the S1 and Ss values.
8. The requirements for flammable gas shall be those found in the International Building Code (IBC), 2024 edition, published by the International Code Council (ICC) and shall include the following:
  - (i) For chapter 2, the definition for flammable gas shall be replaced with the definition found in the 2024 International Building Code (IBC).
  - (ii) For flammable gases, table 307.1(1) shall be replaced with table 307.1(1) of the 2024 International Building Code (IBC).
  - (iii) For flammable gases, section 307.4 High-Hazard Group H-2 shall be replaced with section 307.4 High-Hazard Group H-2 of the 2024 International Building Code (IBC).
  - (iv) For flammable gases, section 307.5 High-Hazard Group H-3 shall be replaced with section 307.5 High-Hazard Group H-3 of the 2024 International Building Code (IBC).
  - (v) For flammable gases, section 414.2.5 shall be replaced with section 414.2.5 of the 2024 International Building Code (IBC).
  - (vi) For flammable gases, Table 414.5.1 shall be replaced with table 414.5.1 of the 2024 International Building Code (IBC).
9. The Addition of Appendix B Board of appeals, with the amendment of, where referenced **Qualifications (section B-101.3.1) of the 2021 International Building Code, shall be deleted and replaced with (section B-101.2.2 of the 2018 edition of the International Building Code) (IBC)**

### SECTION 3.

That Chapter II of Title 12, Section 12-31 entitled "Adopted", be amended to replace the words and figures "International Plumbing Code, 2018 edition" with "International Plumbing Code, 2021 edition".

### SECTION 4.

That Chapter IV of Title 12, Section 12-84 entitled "Adopted; Applicability", be amended to replace the words and figures "International Fuel Gas Code, 2018 edition" with "International Fuel Gas Code, 2021 edition".

### SECTION 5.

That Chapter VII of Title 12, Section 12-188 entitled "Adopted," be amended to replace the words and figures "International Mechanical Code, 2018 edition" with "International Mechanical Code, 2021 edition" except for the following changes:

1. Remove section 1109 Refrigerant Pipe Installation and replace with section 1109 Refrigerant Pipe Installation of the 2024 International Mechanical Code (IMC).

### SECTION 6.

That Chapter VIII of Title 12, Section 12-221 entitled "Adopted" be amended to replace the words and figures "International Energy Conservation Code, 2018 edition" with "International Energy Conservation Code, edition 2021," except for the following changes:

1. Remove C405.11 Automatic Receptacle Control, C405.12 Energy Monitoring, and C408 Commissioning.
2. The 2006 edition shall apply to the following occupancy classification as defined by the International Building Code (IBC), 2021 edition:
  - (i) Moderate-hazard factory industrial, Group F-1

## ORDINANCE NO. 1142

- (ii) Low-hazard factory industrial Group F-2
- (iii) Moderate-hazard factory industrial S-1; and
- (iv) Low-hazard storage, Group S-2

3. For daycares licensed by DHS not located in a dwelling unit, the 2015 edition shall apply, except C408 System Commissioning shall be removed.

### SECTION 7.

That Chapter XI of Title 12 of the Athens City Code is hereby created and shall read as follows:

#### CHAPTER 12-XI EXISTING BUILDING CODE

##### 12-300. Adopted.

Pursuant to authority granted by T.C.A. §§ 6-54-501 through 6-54-506 and for the purpose of regulating the repair, alteration, change of occupancy, addition to, and relocation of existing buildings, the International Existing Building Code, 2021 edition, as prepared and adopted by the International Code Council, is adopted and incorporated by reference as part of this Code and is hereinafter referred to as the existing building code.

##### 12-301. Modifications.

When the building code refers to the "chief appointing authority" or the "chief administrator," it shall be deemed to be a reference to the city manager.

##### 12-302. Amendments.

1. Remove Chapter 3 Section 306 Accessibility for existing buildings.
2. Replace Section 405.2.3.3 Extent of repair for noncompliant buildings with the following:

If the evaluation does not establish that the building in its pre-damaged condition complies with the provisions of section 405.2.3.1, then the building, including its foundation, shall be retrofitted to comply with the provisions of this section. The wind loads for the repair and retrofit design shall be those required by the building code in effect at the time of original construction, unless the damage was caused by wind, in which case the wind loads shall be in accordance with the International Building Code. The seismic loads for this retrofit shall be those required by the building code in effect at the time of original construction, but not less than the reduced seismic forces.

3. Replace 405.2.4 Substantial structural damage to gravity load-carrying components, with the following:

Gravity load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead, live, and snow loads in the International Building Code. Undamaged gravity load-carrying components, including undamaged foundation components, shall also be rehabilitated if required to comply with the design loads of the rehabilitation design.

4. The requirements of section 303 Storm Shelters are not required.

##### 12-303. Available in the City Manager's Office.

Pursuant to the requirements of the T.C.A. § 6-54-502, one copy of the building code has been placed on file in the city manager's office and shall be kept there for the use and inspection of the public.

##### 12-304. Violations.

It is unlawful for any person to violate or fail to comply with any provision of this chapter or the building code as herein adopted by reference and modified.

**ORDINANCE NO. 1142**

**SECTION 8.**

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

**SECTION 9.**

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

**FIRST READING: June 17, 2025 Passed**  
**PUBLIC HEARING NOTICE: June 28, 2025 Published**  
**DATE OF PUBLIC HEARING: July 15, 2025**  
**SECOND READING: July 15, 2025**

ATTEST:

\_\_\_\_\_  
LARRY EATON, Mayor

\_\_\_\_\_  
RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTOPHER M. CALDWELL, City Attorney



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### **Agenda Item**

#### III. I. Amending Athens City Code Title 3 (Court Costs)

First Reading of Ordinance 1143

*An Ordinance to Amend Title 3, Chapter II of the Athens City Code, Relative to the Imposition of Penalties and Court Costs in Athens Municipal Court.*

### **Overview**

The Tennessee General Assembly has enacted Public Chapter No. 459, which amends Tennessee Code Annotated Title 16, Chapter 18 and Title 17, Chapter 3 - effective July 1, 2025. This legislation addresses funding for the training and continuing education of municipal court judges and clerks.

The City's current ordinance (Ord. No. 1028, last amended in June 2014) sets court costs at \$90.00, with \$1.00 allocated to the state under T.C.A. § 16-18-304. In compliance with Public Chapter 459, a city ordinance amendment is required to update the allocation.

#### Key Changes:

- Increase the amount of municipal court costs remitted to the state treasurer for training purposes from \$1.00 to \$2.00 per case.
- Increase the overall court cost from \$90.00 to \$120.00 to more accurately reflect administrative expenses.

Note: Fee schedules were included in the FY 2025-26 Annual Budget packet. If approved, the attached Fee Schedule will replace the one passed on June 17, 2025.

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for first reading.

### **Affected Departments**

Police Department

**ORDINANCE NO. 1143**

**AN ORDINANCE TO AMEND TITLE 3, CHAPTER II OF THE ATHENS CITY CODE, RELATIVE TO THE IMPOSITION OF PENALTIES AND COURT COSTS IN ATHENS CITY COURT.**

**WHEREAS**, the Athens City Council finds it necessary and appropriate to revise the court costs imposed in City Court to better reflect current administrative costs and statutory obligations; and

**WHEREAS**, the current court cost structure was last amended in June 2014 by Ordinance No. 1028, and the Athens City Council now deems it necessary to update said costs; and

**WHEREAS**, the Tennessee General Assembly enacted Senate Bill 1089 / House Bill 748 (2025 Public Chapter Number 459), amending Tennessee Code Annotated, Section 16-18-304(a), to increase the municipal court training fee from one dollar (\$1.00) to two dollars (\$2.00) effective July 1, 2025;

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

**SECTION 1.**

That Title 3, Chapter II, Section 3-26 of the Athens City Code is hereby amended by deleting the following in its entirety:

**3-26 Imposition Of Penalties And Costs**

- 1) All penalties and costs shall be imposed by the city judge and recorded by the court clerk on the city court clerk docket in open court.
- 2) In all cases heard and determined by him, the city judge shall impose court costs in the amount of \$90.00. From the court costs, \$1.00 shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks (Reference: TCA § 16-18-304).
- 3) Defendants who are designated to appear in court and fail to do so shall be imposed an additional court cost of \$20.00. Additionally, the state litigation tax (Reference: TCA § 16-18-305) is imposed and included in the \$90.00 court costs.

and substituting with the following:

**3-26 Imposition of Penalties and Costs**

- 1) All penalties and costs shall be imposed by the city judge and recorded by the court clerk on the city court clerk docket in open court.
- 2) In all cases heard and determined by the city judge, the city judge shall impose court costs in the amount of one hundred twenty dollars (\$120.00). From the court costs, two dollars (\$2.00) shall be forwarded by the court clerk to the state treasurer to be used by the administrative office of the courts for training and continuing education courses for municipal court judges and municipal court clerks in accordance with Tennessee Code Annotated § 16-18-304.
- 3) Defendants who are designated to appear in court and fail to do so shall be imposed an additional court cost of twenty dollars (\$20.00).
- 4) A state privilege tax on litigation of thirteen dollars and seventy-five cents (\$13.75) shall be imposed in accordance with Tennessee Code Annotated § 16-18-305(a). This tax shall be collected by the municipal court clerk, remitted to the State Department of Revenue, and included in the total court costs.

**ORDINANCE NO. 1143**

- a) When a defendant pays fines and costs before appearing in court this payment is treated as a "cash bond." If the defendant fails to appear, the bond is forfeited. In such cases, instead of the standard litigation tax, a "Cash Bond Forfeiture Fee" of \$13.75 is collected. This fee is reported separately to the Department of Revenue and is distinct from the litigation tax.
- b) If a defendant appears in court and is found guilty the standard litigation tax of \$13.75 is imposed. This tax is collected by the court clerk and remitted to the Tennessee Department of Revenue.

**SECTION 2. Conflict and Repeal.**

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

**SECTION 3. Severability.**

If any section, sentence, clause, or provision of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the invalidity of such section, sentence, clause, or provision shall not affect any of the remaining parts of this ordinance.

**SECTION 4. Effective Date.**

**BE IT FURTHER ORDAINED**, that this Ordinance shall become effective upon final passage, and as provided by law.

**FIRST READING: July 15, 2025**  
**PUBLIC HEARING NOTICE:**  
**DATE OF PUBLIC HEARING:**  
**SECOND READING:**

ATTEST:

\_\_\_\_\_  
 LARRY EATON, Mayor

\_\_\_\_\_  
 RANDALL DOWLING, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
 CHRISTOPHER M. CALDWELL, City Attorney



# Municipal Court Fee Schedule

<b>Item</b>	<b>Fee</b>
Court Cost	\$120 less \$2 for municipal court judge and clerks training
Failure to Appear	\$20 additional
Credit Card Convenience Fee	\$4.50 flat fee plus 3%
Return Check Fee	\$45
Municipal court cost established by city ordinance.	
Contact: City Manager's Office 423-744-2702	

City Council Updated/Adopted on Aug. 19, 2025



**Agenda Item**

III. J. Annexation & R-3 Zoning Request

**Overview**

The City received a notarized annexation request on June 30, 2025, for property located on Lee Drive, including a request for R-3 zoning designation.

Attached materials include:

- A subdivision plat prepared by Kimley-Horn, titled “LEE ROAD SFD,” which outlines a 60+ lot residential subdivision.
- A GIS map displaying parcel boundaries, county line demarcation, and topographical features relevant to the proposed annexation area.

City staff will present the draft plan of services during the July 7th work session.

If approved, the proposed project timeline is as follows:

<b>Date</b>	<b>Event</b>
<b>August 4<sup>th</sup></b>	Planning Commission reviews Plan of Services ( <i>AMRPC Regular Meeting</i> )
<b>September 2<sup>nd</sup></b>	Planning Commission holds public hearing and votes on R-3 zoning
<b>September 16<sup>th</sup></b>	1st Public Hearing and reading of Annexation Ordinance, adopt Plan of Services, 1st reading of R-3 Zoning Ordinance. ( <i>City Council Regular Meeting</i> )
<b>October 21<sup>st</sup></b>	2nd annexation reading and public hearing ( <i>City Council Regular Meeting</i> )
<b>October 22<sup>nd</sup></b>	PUD application deadline (1:00 PM) if R-3 zoning is approved
<b>November 3<sup>rd</sup></b>	PUD preliminary plat review ( <i>AMRPC Regular Meeting</i> )
<b>December 1<sup>st</sup></b>	Final PUD plat considered ( <i>AMRPC Regular Meeting</i> )

**Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

**Affected Departments**

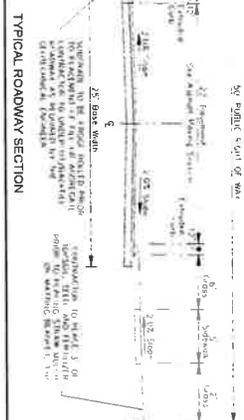
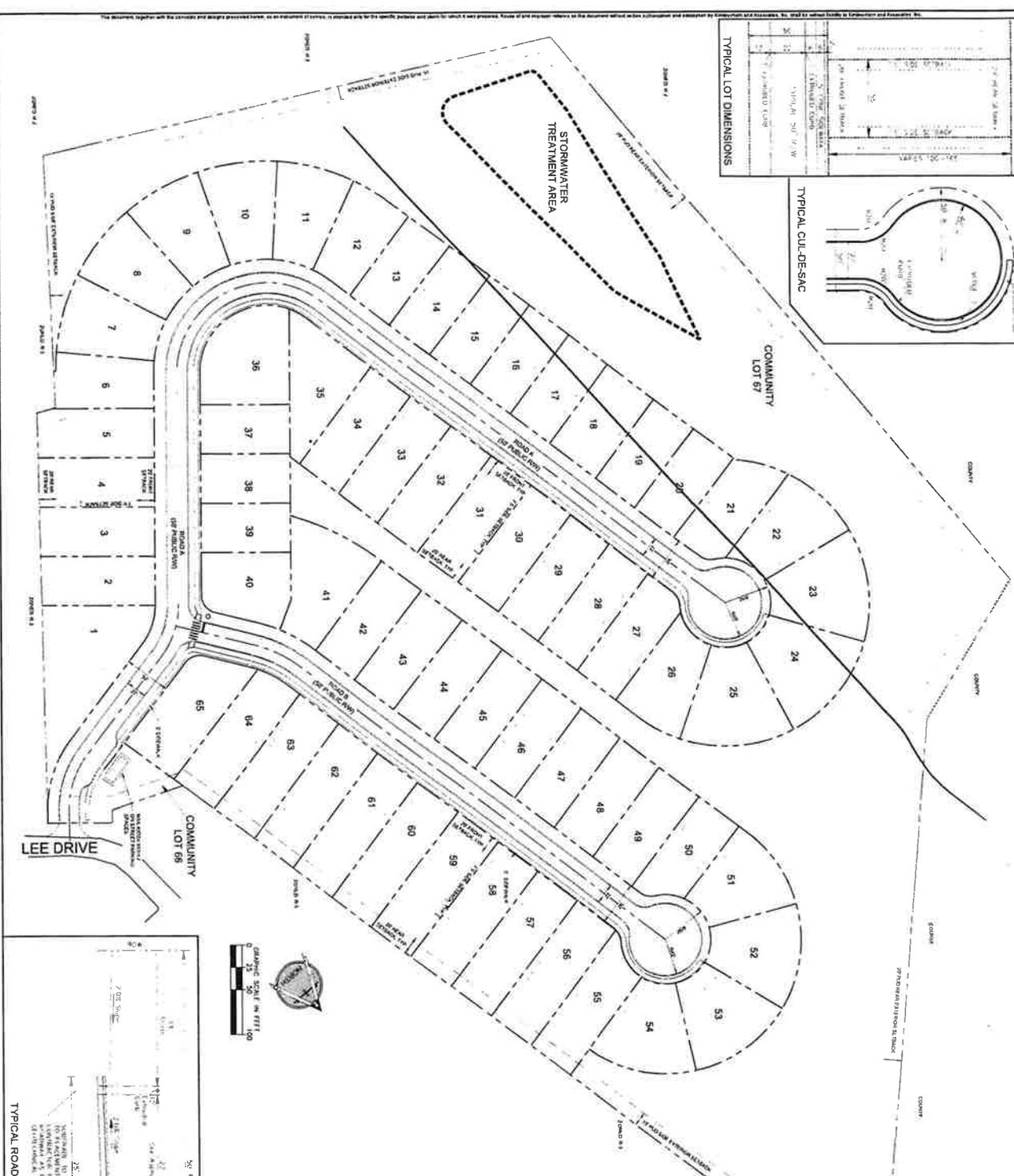
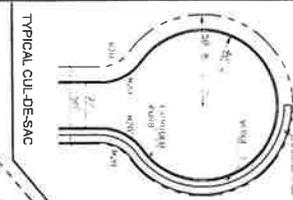
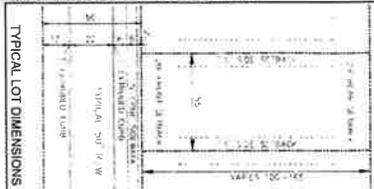
Community Development

Received notarized annexation with R-3 zoning designation request June 30th from landowner.

Present request and draft Plan of Services to City Council on the July 7<sup>th</sup> study session.

The City Council meeting is July 15<sup>th</sup>. Council to vote on annexing property and instruct Planning Commission to review Plan of Services and instruct Staff to draft an Annexation Study on the area. If approved the process will be as follows:

- Staff contacts all required agencies to start the Annexation Study process.
- Staff will present the Plan of Service to Planning Commission at the August 4<sup>th</sup> meeting for review(*To be completed in 90-days per TCA*).
- Planning Commission required public hearing on draft Plan of Services to be advertised 21-days before hearing-per new TCA requirements-earliest meeting date is September 2<sup>nd</sup>
- Place copies of the draft Plan of Services in 3 locations listed in public hearing ad by August 8<sup>th</sup>.
- Notify Schools and County Government Officials as needed 30-days before September 16<sup>th</sup>
- Recommendation from the Planning Commission after the Public Hearing on the Plan of Services -September 2<sup>nd</sup> meeting at Noon.
- Present Annexation Study for recommendation from the Planning Commission on the annexation -September 2<sup>nd</sup> meeting at Noon.
- Recommendation from the Planning Commission on R-3 requested Zoning of the annexation area- September 2<sup>nd</sup> meeting at Noon (**Recommendation shall be subject to Council annexing the property first**).
- City Council public hearing ad sent 21-days before meeting time September 17, 2024-
- City Council September 16<sup>th</sup>- (1) conduct public hearing on annexation, (2) adopt Plan of Services, (3) approve annexation resolution, (4) vote on first reading for the R-3 Zoning. (**In that precise order**)
- If zoning is approved on 1<sup>st</sup> reading, a public hearing ad and map for the zoning request for the October 21<sup>st</sup> Council meeting submitted to the newspaper
- If adopted, forward Plan of Services/Annexation Resolutions to County Mayor per TCA.
- Notify Department of Revenue, School system and any County agencies required under TCA of the annexation completion.
- Record Annexation at the McMinn County Register of Deeds.
- City Council October 21, 2025- conduct public hearing and second reading for the R-3 Zoning. If approved on second reading the annexation and zoning processes will be complete.
- PUD can be applied for on October 22-if the Zoning ordinance is signed by 1 PM
- PUD compliant Preliminary Plat can be taking the November 3<sup>rd</sup> PC meeting
- Alternative PUD date November 26<sup>th</sup>, PUD compliant Plat to December 1<sup>st</sup> PC.



**PUD SITE SUMMARY**

UNDEVELOPED PARCEL, FRONTING LEE DRIVE  
 LOTS 66 AND 67  
 LOT DATA  
 OVERALL PARCEL AREA: 31.5 AC  
 AREA IN RM: 22.9 AC  
 AREA IN RM: 18.9 AC

OPEN SPACE  
 LOTS 66 AND 67 WILL BE COMMUNITY LOT/OPEN SPACE WITH  
 THE EXCEPTION OF THE MAIL ROOM  
 30% OPEN SPACE PROVIDED

PERMITS  
 30 RESIDENTIAL LOTS, 18 ACRES  
 3 DWELLING UNITS/ACRE  
 PUD REQUIREMENTS FOR OVERALL LOT  
 FRONT EXTERIOR SETBACK: 30'  
 SIDE EXTERIOR SETBACK: 15'  
 REAR EXTERIOR SETBACK: 20'

MINIMUM DIMENSIONAL REQUIREMENTS (MINIMUM LOTS)  
 FRONT SETBACK: 30' REQUESTED  
 REAR SETBACK: 30' FOR PRINCIPAL STRUCTURES  
 SIDE SETBACK: 15' FOR 1 AND 2 STORY STRUCTURES,  
 5' FOR PERMITTED ACCESSORY STRUCTURES.  
 5' ADDITIONAL FEET FOR EACH  
 ADDITIONAL STORY AND FOR CORNER  
 7.5' REQUESTED FOR ADJUTING PUBLIC STREET

LAND AREA 6,000 SF MINIMUM  
 MINIMUM LOT COVERAGE: AREA COVERED BY ALL BUILDINGS  
 INCLUDING ACCESSORY BUILDINGS, 65%  
 MINIMUM LOT WIDTH: 60' STREET FRONTAGE  
 MINIMUM 60' AT BUILDING SETBACK  
 REQUEST MINIMUM 40' STREET FRONTAGE  
 REQUEST MINIMUM 50' AT BUILDING SETBACK



NO.	REVISIONS	DATE	BY

DATE	BY	REVISIONS

**LEE ROAD SFD**

HAINES RD  
 AT HEND. TN 37403

**RIVER STONE CONSTRUCTION, LLC**

805 CENTURY OAK DR SUITE 500  
 CHATTANOOGA, TN 37416  
 PHONE 423.854.1550

**Kimley»Horn**

537 Market Street, Suite 202 Chattanooga, TN 37402  
 Main: 423.255.3501 | www.kimley-horn.com  
 © 2020 Kimley-Horn and Associates, Inc.

**CONCEPT PLANS FOR REVIEW ONLY**

City of Athens Official Zoning Map

Project | Map | Insert | Analysis | View | Edn | Imagery | Share | Help

Clipboard | Drawing Order | Contents | Measure Distance

Map | Measure Distance | Layer | Selection | Attributes | Measure | Local | Infographics | Coordinate Conversion | Lock | View Unplaced | Connect | Download Map | Offline

Distance: 372.30  
 Segment (ft) | Path (ft) | Area (ft²)  
 123.11 | 123.11 | 389.19 | 248.19 | 372.30

Path Net Bearing: 130°  
 Path Net Distance: 246.19 ft

Contents:

- ✓ Updated City Limits
- ✓ parcels.com.a
- ✓ Contourline City
- 1:10,000 OrthoBand.tif
- RGB
- Red: Pleades NEO Red (0.6518 - 0.687) um
- Green: Pleades NEO Green (0.533 - 0.570) um
- Blue: Pleades NEO Blue (0.446 - 0.52) um
- ✓ Graphics Layer
- ✓ Signs
- ✓ Signs
- ✓ Measurements
- ✓ LIGHT STR
- ✓ POLE
- ✓ Manhole
- ✓ Warrant

City of Athens, Tennessee

3:24 PM 6/16/2025



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### **Agenda Item**

#### III. K. Proposal to Add Additional Monuments at Veterans Park

### **Overview**

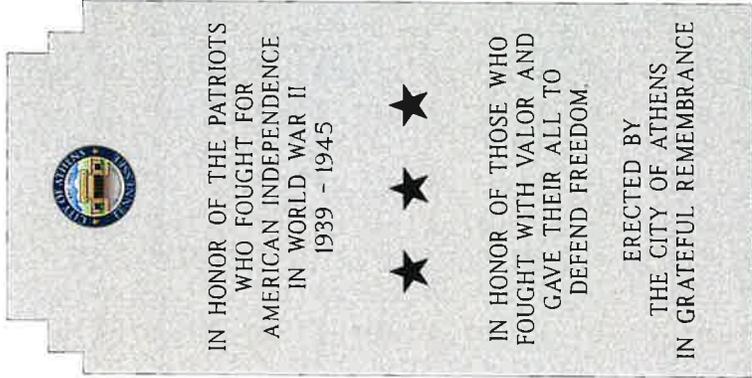
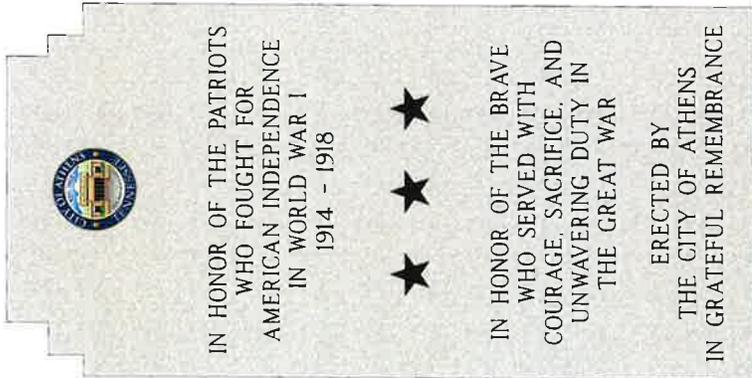
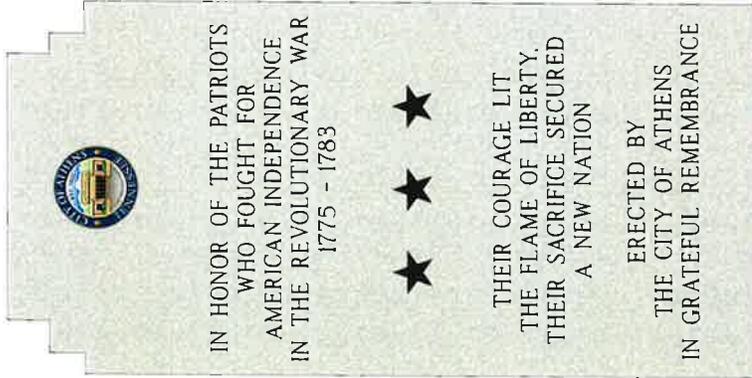
During a recent City Council meeting, staff was requested to obtain cost estimates, samples, and wording of additional monuments at Veterans Park, specifically, a Revolutionary War monument, WWI monument, and WWII monument. The Parks & Recreation Director obtained cost estimates and samples from Schultz Monument Company of Madison, TN, the company that constructed the existing monuments at the Park (samples are attached). The cost for each memorial is \$6,950 including delivery and installation for a total cost of \$20,850. Fabrication and delivery time is 10-12 weeks, or about late October 2025. Also attached is a proposed location map of where the monuments will be placed. This project is not budgeted.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Parks & Recreation



**Order #** CITY OF ATHENS

**Cemetery:**

**Stain Color:** NONE

**Version #** 1

**Design Date:** 7/1/2025



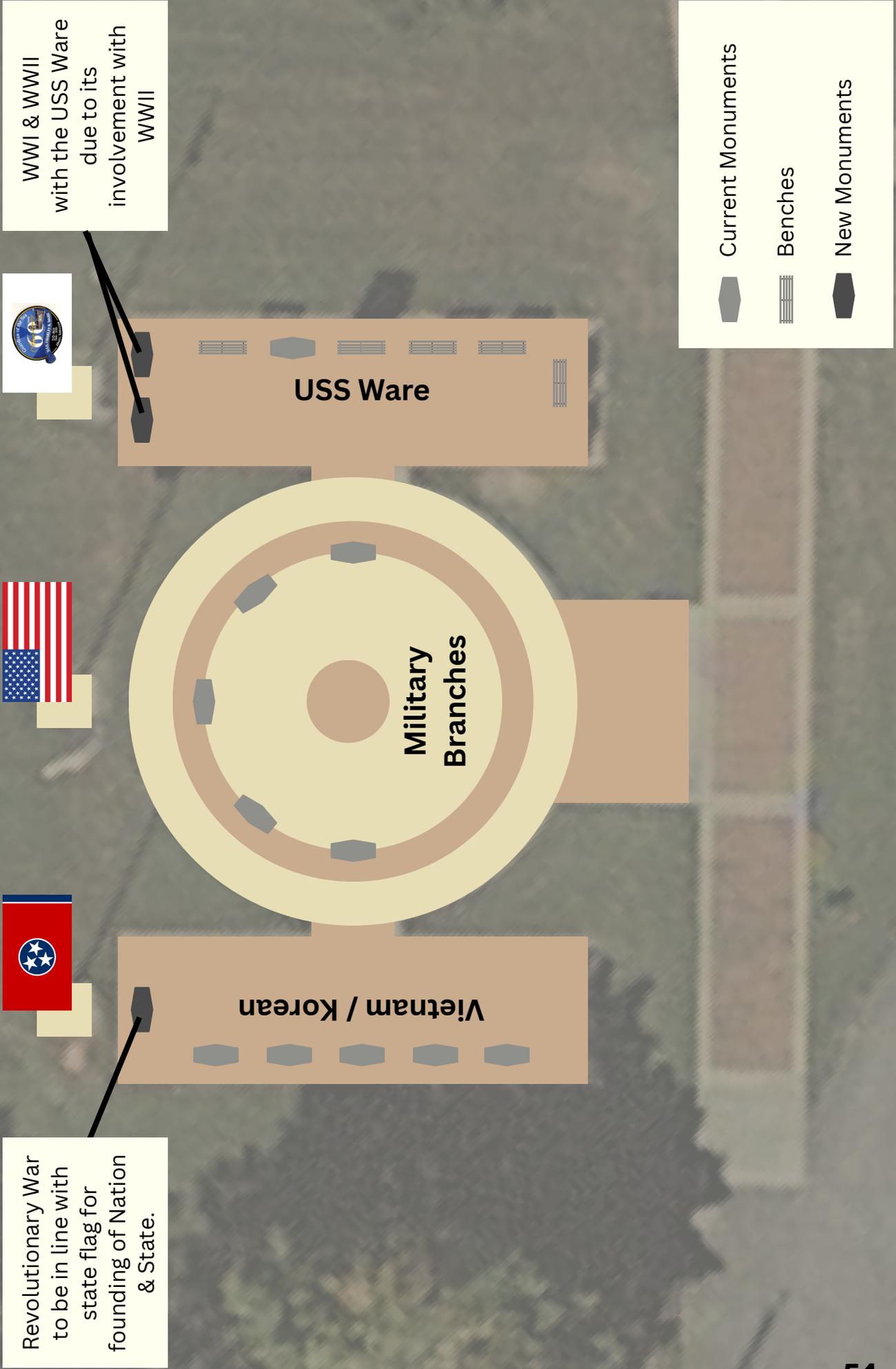
**Stone Color, Style & Polish :**

28 X 10 X 54 ALL STEELED  
48 X 20 X 8 SFT / BRP

**APPROVED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PLEASE REVIEW AND PROOFREAD THIS DRAWING CAREFULLY. WE ARE NOT RESPONSIBLE FOR ANY ERRORS THAT YOU APPROVE. ALL REVISIONS OR CORRECTIONS ARE TO BE EMAILED OR FAXED IN. THANK YOU!**

# Veteran's Park





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### **Agenda Item**

#### III. L. School Resource Officer (SRO) Program Grant Application Resolution 2025-18

*A Resolution Authorizing the Submission of a Grant Application with the State of Tennessee for Funding Through The Statewide School Resource Officer (SRO) Program Grant.*

### **Overview**

The State of Tennessee has launched the Statewide School Resource Officer (SRO) Program Grant to support safe learning environments in public schools across the state. This grant provides up to \$75,000 per year, per school to fund full-time, POST-certified School Resource Officers (SROs) in public, charter, and alternative schools.

This resolution authorizes the City of Athens to apply for funding for three (3) full-time SRO positions to serve Athens City Schools. If awarded, the grant is expected to cover 100% of the costs associated with these three positions—meaning no additional cost to the City. The funding for these positions are included in the approved FY 2025–26 Budget.

SROs serve a vital role by:

- Providing a law enforcement presence on school campuses
- Responding to any criminal acts on school property
- Monitoring school visitors and maintaining order
- Developing positive relationships with students, improving the overall school climate

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Police Department

**RESOLUTION NO. 2025-18**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE STATE OF TENNESSEE FOR FUNDING SCHOOL RESOURCE OFFICERS FOR ATHENS CITY SCHOOLS**

**WHEREAS**, the State of Tennessee has established the Statewide School Resource Officer (SRO) Program Grant to provide funding to local law enforcement agencies to place one full-time, POST-certified SRO in each K-12 public school, public charter school, and alternative school in Tennessee; and,

**WHEREAS**, this funding opportunity allows local law enforcement agencies to apply for grants not to exceed \$75,000 per year, per SRO, per school for which they are responsible for providing SRO services; and,

**WHEREAS**, the City of Athens desires to apply for such funding to enhance the safety and security of Athens City Schools by placing POST-certified SROs in qualifying schools, in partnership with local law enforcement; and,

**WHEREAS**, SROs provide a crucial link between schools, law enforcement, and the broader community, and play an important role in maintaining safe learning environments.

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

That the recitals above are true and accurate and form a part of this Resolution; and

That meeting in regular session this **15th** day of **July, 2025**, that the Mayor and City Manager are hereby authorized, empowered, and directed to submit a grant application as provided herein.

**BE IT FURTHER RESOLVED** that upon award of the grant, the Mayor and City Manager are hereby authorized to enter into an agreement and execute all necessary documents for the acceptance and administration of the grant on behalf of the City of Athens.

**ON MOTION BY** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

said Resolution was approved by roll call vote on the **15th** day of **July, 2025**.

ATTEST:

\_\_\_\_\_  
Larry Eaton, Mayor

\_\_\_\_\_  
Randall Dowling, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher M. Caldwell, City Attorney



---

### **Agenda Item**

III. M. Acquisition of Five New Vehicles for the Police Department from the Fleet Management Fund and Surplus of Asset # 4068 and 4325

### **Overview**

The approved FY 2025-26 Fleet Management Fund budget contains \$400,000 for five new vehicles for the Police Department, one (F-150 Crew Cab 4x4) for the Detective Division and four (one Explorer and three Interceptors) for the Patrol Division. Attached are price quotes from Ford of Murfreesboro for each vehicle using state contract pricing for a total of \$230,232, well below budget.

Once the new vehicles are deployed, asset # 4068 (2013 Ford Explorer) and asset # 4325 (2016 Ford Escape) will be declared surplus city property and sold on GovDeals.com.

In addition to the vehicle prices above, about \$80,000 will be needed to fully equip the new vehicles, which is also budgeted. The new vehicles are estimated to be deployed in early 2026.

Also attached is a memo from the Police Department.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Police Department



## POLICE DEPARTMENT

### MEMORANDUM

To: Randall Dowling, City Manager  
From: Jason B. Garren, Deputy Chief  
July 2, 2025  
Ref: Purchasing of New Vehicles

The Athens Police Department wishes to move forward with the purchasing of five (5) new vehicles for the police department. I have attached the quotes from Ford of Murfreesboro for the five vehicles that are listed on the State Contract. This does not include the outfitting of the vehicles with equipment. Four of the five vehicles are on site at Ford, the other would need to be ordered. This will complete the take home car program, giving all officers a vehicle. We will be removing unit 4325 and 4068 from the police department fleet. 4068 may transfer to Parks and Recreation. Final deployment will occur following installation of equipment, the timeline of which will be determined upon receipt of the pending quote (approximately 6 months).

#### Vehicle Purchase Details

Detective Division: One (1) vehicle  
Patrol Division: Four (4) vehicles  
Vendor: Ford of Murfreesboro  
Procurement Method: Vehicles are listed on the State of Tennessee Contract  
Total Purchase Cost: \$230,232.00  
Funding Source: Fleet Fund - FY 2025-26 Budget (approved June 17, 2025)

JASON B GARREN  
DEPUTY CHIEF  
GARREJ@ATHENSTN.GOV

815 NORTH JACKSON STREET  
ATHENS, TENNESSEE 37303  
(423) 744-2740

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

# SALES QUOTATION

STATE CONTRACT (SWC-209) - 000084713

<b>TO:</b>		MDL W3L-300A
ATHENS		
2025 FORD F150 CREW CAB XLT 4WD PICKUP		
ATLAS BLUE	5.5 FT BED	

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: July 2, 2025  
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2025 FORD F150 CREW CAB XLT 4WD PICKUP	\$45,291.00	TBD
2		5.0 LITER LITER V-8 W/ 10 SPEED TRANSMISSION		
3		EXTERIOR- ATLAS BLUE		
4		INTERIOR -- SLATE CLOTH 40/CONSOLE/40		
5				
6		OPTIONS	<u>\$5,590.00</u>	
7				
8				
9				
10				
11				
12		TOTAL X 1	<b>\$50,881.00</b>	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

*John Hamby*

PER

July 2, 2025

DATE

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

# SALES QUOTATION

STATE CONTRACT- 000084713  
 SWC 209

TO:	
ATHENS	K8D-200A
2025 EXPLORER ACTIVE 4WD (XLT) CARBONIZED GRAY	

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: *July 2, 2025*  
 We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2025 EXPLORER ACTIVE(XLT) 4WD	\$39,195.00	TBD
2		2.3 LITER ECO BOOST W/ 10 SPEED TRANS		
3		EXTERIOR -CARBONIZED GRAY		
4		INTERIOR - DARK GRAY CLOTH		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS	\$779.00	
7				
8				
9				
10				
11				
12		TOTAL X 1	\$39,974.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

*John Hamby*

PER

July 2, 2025

DATE

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

# SALES QUOTATION

STATE CONTRACT- 000084713

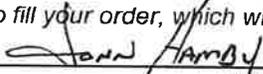
<b>TO:</b>	
ATHENS	K8A-500A
2025 FORD POLICE INTERCEPTOR AWD WHITE	

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: July 2, 2025  
 We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2025 FORD POLICE INTERCEPTOR AWD SUV	\$44,876.00	TBD
2		3.0 LITER ECO BOOST W/ 10 SPEED TRANSMISSION		
3		EXTERIOR -WHITE		
4		INTERIOR - EBONY CLOTH FRT & REAR CLOTH		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS	\$1,583.00	
7			<u>\$46,459.00</u>	
8				
9				
10				
11				
12		TOTAL X 3	\$139,377.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

  
 \_\_\_\_\_  
 PER

July 2, 2025  
 \_\_\_\_\_  
 DATE



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### **Agenda Item**

III. N. Acquisition of Two Replacement Vehicles for the Public Works Department from the Fleet Management Fund and Surplus of Asset # 4307

### **Overview**

The approved FY 2025-26 Fleet Management Fund budget contains \$120,000 to replace two vehicles in the Public Works Department. One vehicle (F-350 crew cab with utility bed) for the Street Division and one vehicle (F-150 crew cab) for the Administration Division. Attached are price quotes from Ford of Murfreesboro for each vehicle using state contract pricing for a total of \$128,705. The overage will come from the Fleet Management Fund.

Once the new vehicles are deployed, estimated to be August, 2025, asset # 4471 (2018 Ford F-150 Pick-up Truck) and asset # 4307 (2016 Ford F-550 Dump Truck) will be declared surplus city property and sold on GovDeals.com.

Also attached are memos from the Public Works Department offering additional details.

### **Action to Consider**

Consensus is needed to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Public Works Department



## PUBLIC WORKS

### MEMORANDUM

TO: Randy Dowling, City Manager  
Mike Keith, Finance Director

FROM: Ben Burchfield, Public Works Director

DATE: July 2, 2025

SUBJECT: Asset #4307 F550 Replacement

The Public Works Department is requesting Council approval for purchase of a replacement work truck for the streets division. Asset #4362 is scheduled for replacement this year; however, the truck is in good shape and we would recommend keeping it beyond its original scheduled replacement date.

Instead, we recommend replacement of asset #4307, a petrol 2016 Ford F550 Reg Cab, which was purchased for \$50,990.82 in November 2015 and is on a 11-year replacement cycle scheduled for 2027. The truck only has 53,000 miles, but we anticipate costly engine repairs in the near future. This truck is listed under 09-05 St Cleaning Division, but it is used primarily by 09-03 street maintenance. There is \$75,000.00 budgeted in the fleet fund for replacement.

The Department recommends replacement via purchase of a diesel Ford F350 crew cab /w utility bed on Statewide Contract SWC-209 for \$82,194.00. This price includes delivery of equipment to the Public Works facility. We anticipate receipt of the vehicle in August 2025.

After receipt of the equipment, inspection, and addition to the City's insurance coverage, asset #4307 is to be listed as surplus and sold on GovDeals.

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

# SALES QUOTATION

STATE CONTRACT (SWC-209)- 000084713

<b>TO:</b>	W3H-640A
CITY OF ATHENS	
2025 FORD F350 CREW CAB 4WD SERVICE BODY	
WHITE	SERVICE BODY

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: *June 11, 2025*  
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2025 FORD F350 CREW CAB 4WD SERVICE BODY	\$61,274.00	TBD
2		6.7 LITER V-8 DIESEL W/ 10 SPEED TRANSMISSION		
3		EXTERIOR -- WHITE		
4		INTERIOR -- GRAY VINYL		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS	\$1,970.00	
7				
8		READING SLS108ADW 9FT SERVICE BODY, REAR STEP WORK BUMPER	\$18,950.00	
9		LED TAIL LIGHTS, SLAM LOCK COMPARTMENT DOORS		
10		RECIEVER HITCH W/ TRAILER PLUG, REAR VIEW CAMERA		
11		STROBE LIGHTS FRONT AND REAR		
12		TOTAL X 1	\$82,194.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

*John Hamby*

PER

June 11, 2025

DATE



## PUBLIC WORKS

### MEMORANDUM

TO: Randy Dowling, City Manager  
Mike Keith, Finance Director

FROM: Ben Burchfield, Public Works Director

DATE: July 2, 2025

SUBJECT: Asset #4471 F150 Replacement

The Public Works Department is requesting Council approval for purchase of a replacement work truck for the admin division. Asset #4470 is scheduled for replacement this year; however, the truck is in good shape, only has 35,000 miles, and so we recommend keeping it beyond its original scheduled replacement date.

Instead, we recommend replacement of asset #4471, a petrol 2018 Ford F150 Crew Cab, which was purchased for \$29,868.00 in May 2018 with cash from the Sanitation Fund. The truck has 84,000 miles and we anticipate costly engine repairs in the future. There is \$45,000.00 budgeted in the fleet fund for replacement.

The Department recommends replacement via purchase of an F150 crew cab under Statewide Contract SWC-209 for \$46,511.00. This price includes delivery of equipment to the Public Works facility. We anticipate receipt of the vehicle in August 2025.

After receipt of the equipment, inspection, and addition to the City's insurance coverage, asset #4471 is to be listed as surplus and sold on GovDeals.

# Ford of Murfreesboro

John Hamby  
 1550 NW Broad St.  
 Murfreesboro, TN 37129

# SALES QUOTATION

STATE CONTRACT (SWC-209) - 000084713

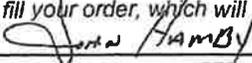
<b>TO:</b>	
ATHENS	MDL W1L-100A
2025 FORD F150 CREW CAB XL 4WD PICKUP	
WHITE	5.5 FT BED

F.O.B.  
 TERMS  
 DELIVERY  
 NUMBER

Thank you for your inquiry dated: July 2, 2025  
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2025 FORD F150 CREW CAB XL 4WD PICKUP	\$41,497.00	TBD
2		5.0 LITER LITER V-8 W/ 10 SPEED TRANSMISSION		
3		EXTERIOR- WHITE		
4		INTERIOR -- SLATE VINYL		
5				
6		OPTIONS	<u>\$5,014.00</u>	
7				
8				
9				
10				
11				
12		TOTAL X 1	\$46,511.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

  
 PER

July 2, 2025  
 DATE



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### **Agenda Item**

III. O. 1. i. Mayor Eaton: Sidewalk from Cook Drive to Dennis Street

### **Overview**

At the May 12, 2025 Work Session Mayor Eaton, requested a cost estimate to construct sidewalks along West Madison Avenue from Cook Drive to Dennis Street. In response, City staff consulted with Gresham Smith—an engineering firm with which the City has an existing working relationship on similar projects—to assess the area and provide a preliminary estimate. Gresham Smith reviewed the corridor and offered a cost estimate at no charge to the City. Following this initial review. The resulting proposal (attached) from Gresham Smith outlines the development of planning for two phases:

- Phase 1 includes a sidewalk and multi-use path (MUP) from Cook Drive to Old Riceville Road along Madison Avenue;
- Phase 2 includes a sidewalk and MUP from Old Riceville Road to Dennis Street along Rocky Mt. Road, and a sidewalk only section from Rocky Mt. Road to Madison Avenue along Dennis Street.

Approval is required from City Council for execution of the proposal from Gresham Smith so that preliminary design services may proceed. As a reminder, this project is not included in the FY 2025–2026 budget, and any future funding decisions will need to be considered in subsequent budget cycles.

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Public Works



## PUBLIC WORKS

**TO:** Randall Dowling, City Manager  
**FROM:** Kevin L. Helms, Project Manager  
**Cc:** Ben Burchfield, Public Works Director  
**DATE:** June 27, 2025  
**SUBJECT:** Sidewalks from Cook Drive to Dennis Street

### **Background**

Earlier this year the City Council requested a cost estimate to construct sidewalks along W Madison Avenue from Cook Drive to Dennis Street. Having a working relationship with Gresham Smith for similar projects, staff contacted them to request this information. The firm reviewed the area with staff and provided a cost estimate without charging the city for this service and a copy of that estimate is attached to this memo.

Following this, staff were asked to get a professional services agreement from the firm for the provision of preliminary design services. The agreement calls for the following services to be provided:

- Develop preliminary plans which are defined as completing 30% of the design needed to construct a project
- Determining the preferred alignment for a sidewalk or shared use path
- Adjusting slopes to reduce project impacts
- Plan production
- Project Management
- Providing a more precise construction estimate based upon the above items for a sidewalk or shared use path

### **Action Needed**

Motion by the City Council approving execution of the proposal from Gresham Smith for preliminary design services related to this sidewalk project.



May 29, 2025

Mr. Ben Burchfield,  
Director of Public Works  
City of Athens  
219 Alford St.  
Athens, TN 37303

Subject: Scope and Fee Proposal  
Dennis and Cook Sidewalk/Shared Use Path 30% Planning

Dear Mr. Burchfield:

Gresham Smith is pleased to present this Scope and Fee Proposal for engineering services to the City of Athens. The purpose of these services is to perform planning level (30% plans) for design of Phase 1 sidewalk and multi-use path (MUP) from Cook Drive to Old Riceville Road along Madison Avenue and Phase 2 sidewalk and MUP from Old Riceville Road to Dennis Street along Rocky Mt. Road and sidewalk only from Rocky Mt. Road to Madison Ave along Dennis Street. The attached agreement includes the scope of services and work breakdown for the project.

**PROFESSIONAL SERVICES**

A detailed scope of services is attached for reference.

We appreciate the opportunity to make this project a success for the City of Athens. If you have any questions or need additional information you may reach me by telephone at 865.299.6130 or by email at [patrick.fiveash@greshamsmith.com](mailto:patrick.fiveash@greshamsmith.com). You may also contact Jake Graves at 865.299.6145 or by email at [Jake.Graves@greshamsmith.com](mailto:Jake.Graves@greshamsmith.com).

Sincerely,

A handwritten signature in blue ink that reads "Patrick Fiveash".

Patrick Fiveash, PE, CPESC  
Project Manager

***Genuine Ingenuity***

2095 Lakeside Centre Way  
Suite 120  
Knoxville, TN 37922  
865.521.6777

[GreshamSmith.com](http://GreshamSmith.com)

### SERVICES NOT INCLUDED IN THE SCOPE OF WORK

The following items are not anticipated to be required at this time and are therefore specifically excluded from the scope. These services may be added at the CLIENT'S request as extra service.

1. ROW Plans.
2. Construction Plans.
3. ROW acquisitions, negotiations, and appraisals.
4. Permit fees, any application fees or mitigation plans.
5. SWPPP, ARAP and/or ACOE permits.
6. Signal design.
7. NEPA Document.
8. Hydrologic Determination.
9. Geotechnical services.
10. Utility relocation plans.
11. Construction Services.
12. Railroad Coordination
13. RLS boundary survey
14. Utility Coordination

### **DELIVERABLES**

Gresham Smith will provide the respective project submittal documents as detailed below in electronic format via the Newforma File Management System.

Plan set for phases 1 and 2 will include a title sheet, typical sections, present and proposed layout. The cost estimate will be based on the concept design with a 10% contingency.

Additional required services outside the limits of the scope detailed above may be supplemented later.

Based on the above-mentioned items the engineer will be **billing a lump sum amount of \$33,345.00** the scope and fee for any additional services will be agreed upon in writing by both the Engineer and the Owner before beginning work.

Genuine Ingenuity

2095 Lakeside Centre Way / Suite 210 / Knoxville, TN 37922 / 865-521-6777 / GreshamSmith.com

City Of Athens Opinion of Probable Construction Cost. 5' Sidewalk 5/1/2025				Assumptions	
Unit	Quantity	Unit Cost (TDOT)	Cost	Existing Curb to remain with additional curb and gutter at Old Riceville Road	
Concrete Sidewalk (4")	SF	32610	\$ 15.00	\$ 489,150.00	ROW cost to be determined by City
Concrete Driveway	SF	3850	\$ 20.00	\$ 77,000.00	Sidewalk 5 ft with varying grass buffer. Sidewalk will be 5' offset from Existing EOP
Curb Ramp	SF	880	\$ 38.00	\$ 33,440.00	Project Length approximately 1.4 Miles of Sidewalk/Drives on north side of W Madison Ave
Curb & Gutter	CY	40	\$ 1,100.00	\$ 44,000.00	No Engineering or CEI Cost
Earthwork/Drainage	LS	1	\$ 50,000.00	\$ 50,000.00	Use TDOT 2024 Avg Unit Prices for non-lump sum options. Lump Sum Engineering Judgement.
Traffic Control	LS	1	\$ 40,000.00	\$ 40,000.00	No Stone located under sidewalk
EPSC	LS	1	\$ 25,000.00	\$ 25,000.00	Included 4 curb ramps at Old Riceville Road at proposed signal
Retaining Wall	SF	500	\$ 200.00	\$ 100,000.00	Retaining wall estimated to be gravity wall with rail
Sub Total				\$ 858,590.00	No Utility Impacts accounted for
20% Contingency				\$ 171,718.00	
			<b>TOTAL</b>	<b>\$ 1,030,308.00</b>	

City Of Athens Opinion of Probable Construction Cost. 10' Multi-Use Path 5/1/2025				Assumptions	
Unit	Quantity	Unit Cost (TDOT)	Cost	Existing Curb to remain with additional curb and gutter at Old Riceville Road	
Concrete Sidewalk (4")	SF	4290	\$ 18.00	\$ 77,220.00	ROW cost to be determined by City. Preliminary review would require additional RR impacts
Multi-Use Path	SF	56410	\$ -	\$ -	10' Multi-Use Path with 5' buffer.
Base Stone	TON	2333	\$ 58.00	\$ 135,314.00	MUP approx 1.2 Miles on north side of W Madison Ave and approx 960 FT of Sidewalk on Dennis St
Binder	TON	1063	\$ 160.00	\$ 170,080.00	No Engineering or CEI Cost
"E" Mix	TON	499	\$ 140.00	\$ 69,860.00	Use TDOT 2024 Avg Unit Prices for non-lump sum options. Lump Sum Engineering Judgement.
Concrete Driveway	SF	7090	\$ 20.00	\$ 141,800.00	No Stone located under sidewalk
Curb Ramp	SF	1045	\$ 38.00	\$ 39,710.00	Possible impact to stream at Dennis Street
Curb and Gutter	CY	40	\$ 1,100.00	\$ 44,000.00	Included 4 curb ramps at Old Riceville Road at proposed signal
Earthwork/Drainage	LS	1	\$ 100,000.00	\$ 100,000.00	No Utility Impacts accounted for
Traffic Control	LS	1	\$ 70,000.00	\$ 70,000.00	Retaining wall estimated to be gravity wall with rail
EPSC	LS	1	\$ 40,000.00	\$ 40,000.00	
Retaining Wall	SF	2000	\$ 200.00	\$ 400,000.00	
Sub Total				\$ 1,287,984.00	
20% Contingency				\$ 257,596.80	
			<b>TOTAL</b>	<b>\$ 1,545,580.80</b>	

# Pedestrian Projects

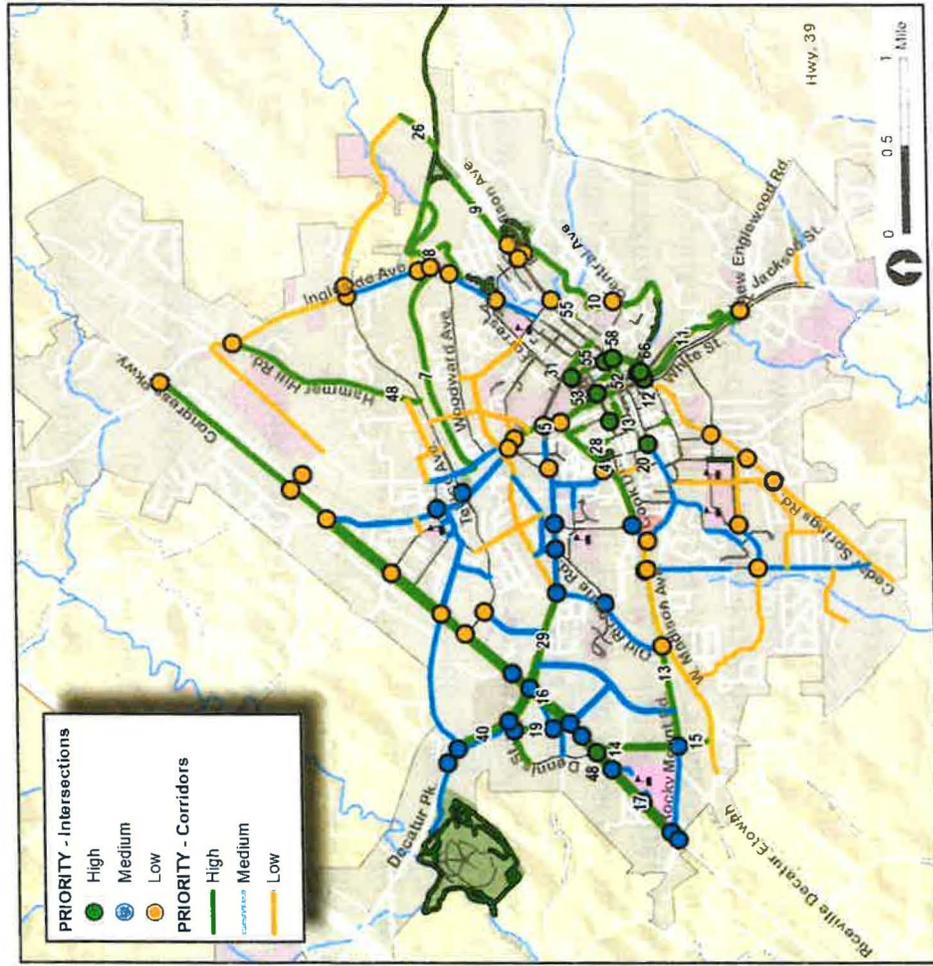


Figure 6.2: Priority pedestrian and intersection projects.

# High-Priority Pedestrian Projects

ID	PROJECT NAME From / To	LENGTH (Miles)	RECOMMENDED FACILITY
11	Oostanula Creek Trail From S White St to Jackson St	0.95	Greenway
19	Congress-Decatur Connector From Congress Pkwy to Dennis St	0.84	Greenway
9	Eureka Trail Extension SOUTHWEST From Slack Rd to the Eureka Trail	0.59	Greenway
55	Madison Avenue From Blount St to Guille St	0.17	Sidewalk (Both sides)
8	Eureka Trail Extension WEST From Ingleside Ave to the Eureka Trail	1.29	Greenway
10	Parks Connector From Veteran's Memorial Park to Knox Park	1.20	Greenway
26	Madison Avenue From the Eureka Trail to Tellico Ave	0.27	Sidepath (One side)
7	Northside Greenway From Jackson St to Ingleside Ave	1.33	Greenway
48	Hammerhill Road From Tellico Ave to Ingleside Ave	1.13	Sidewalk (One side)
28	Downtown Sidewalks Various Streets	1.42	Sidewalk (Varies)
27	Green Street From Jackson St to Madison Ave	0.16	Sidepath (One side)
5	Jackson Street From White St to Stiles St	0.44	Sidepath (One side)
4	Cook Drive From Frye St to Jackson St	0.72	Sidepath (One side)
29	Decatur Pike From Congress Pkwy to Maple St	0.55	Sidepath (One side)
40	Decatur Pike From Sullins Rd to Congress Pkwy	0.78	Sidewalk (One side)
15	Dennis Street From Madison Ave to Congress Pkwy	0.63	Sidewalk (One side)
14	Dennis Street From Rocky Mount Rd to Congress Pkwy	0.44	Sidepath (One side)
17	Congress Parkway From Rocky Mount Rd to Clearwater Rd	2.66	Sidewalk (One side)
13	Rocky Mount Road From Dennis St to Old Riceville Rd	0.56	Sidewalk (One side)
16	Congress Parkway From Rocky Mount Rd to Ingleside Ave	3.82	Sidepath (One side)

Table 6.3: High-priority pedestrian projects.



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### **Agenda Item**

III. O. 2. i. Councilmember Sherlin: Hammerhill Road Sidewalk

### **Overview**

The Hammerhill Road Sidewalk Project proposes the construction of approximately 2,200 linear feet of new sidewalk along Tellico Avenue, extending to Towanda Trail. The conceptual design includes a 5-foot-wide sidewalk without a grass buffer, with driveway crossings assumed at 12 feet wide (for 16 total driveways). The project is scoped for concrete sidewalk installation with curb ramps, driveway tie-ins, earthwork and drainage, and erosion prevention/sediment control measures. The total probable construction cost is estimated at \$370,722, based on TDOT 2024 average unit pricing and includes a 20% contingency. However, it is critical to note that this estimate excludes costs for surveys, right-of-way (ROW) acquisition, engineering design, or utility relocation. When accounting for these omitted services and unknowns, the total estimated project cost is projected closer to \$500,000

The project area falls within the City's 2023 Athens Bike & Pedestrian Master Plan, which identifies it as part of a broader network of pedestrian improvement priorities. A project map is included (page 4 of the document), showing the proposed sidewalk alignment through a residential area with several intersecting neighborhood streets.

At this time, the project has not been funded or scheduled, and there is no allocation for this work in the FY 2025–26 budget. Future phases would require funding for design, ROW coordination, and construction oversight.

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Public Works

# Hammerhill Sidewalk Project Tellico Avenue to Towanda Trail

## Construction Cost Only

***without surveys, ROW acquisition, engineering, or utility relocations***  
**= \$500,000 total**

City Of Athens Opinion of Probable Construction Cost. 12/9/2024					Assumptions
	Unit	Quantity	Unit Cost (TDOT)	Cost	
Concrete Sidewalk (4 ")	SF	10800	\$ 15.00	\$ 162,000.00	Existing Curb to remain with no additional Curb
Concrete Driveway	SF	3840	\$ 20.00	\$ 76,800.00	ROW cost to be determined by City
Curb Ramp	Each	3	\$ 45.00	\$ 135.00	Sidewalk 5 ft with no grass buffer. Avg Driveway Length 12 ft (16 drives) (20 ft tie down ft)
Earthwork/Drainage	LS	1	\$ 50,000.00	\$ 50,000.00	Project Length approximately 2200 LF of Sidewalk/Drives
Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	No CEI Cost
EPSC	LS	1	\$ 5,000.00	\$ 5,000.00	Use TDOT 2024 Avg Unit Prices for non-lump sum options. Lump Sum Engineering Judgement.
Sub Total				\$ 308,935.00	
20% Contingency				\$ 61,787.00	
			<b>TOTAL</b>	<b>\$ 370,722.00</b>	

# Pedestrian Projects

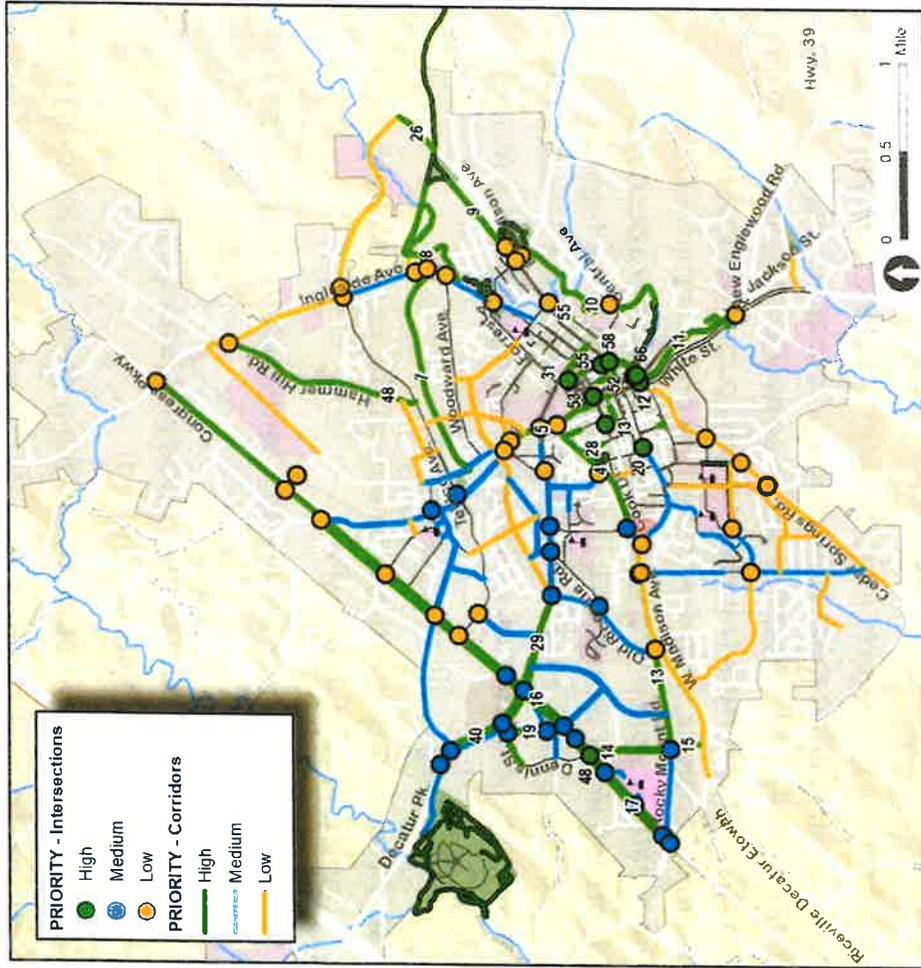
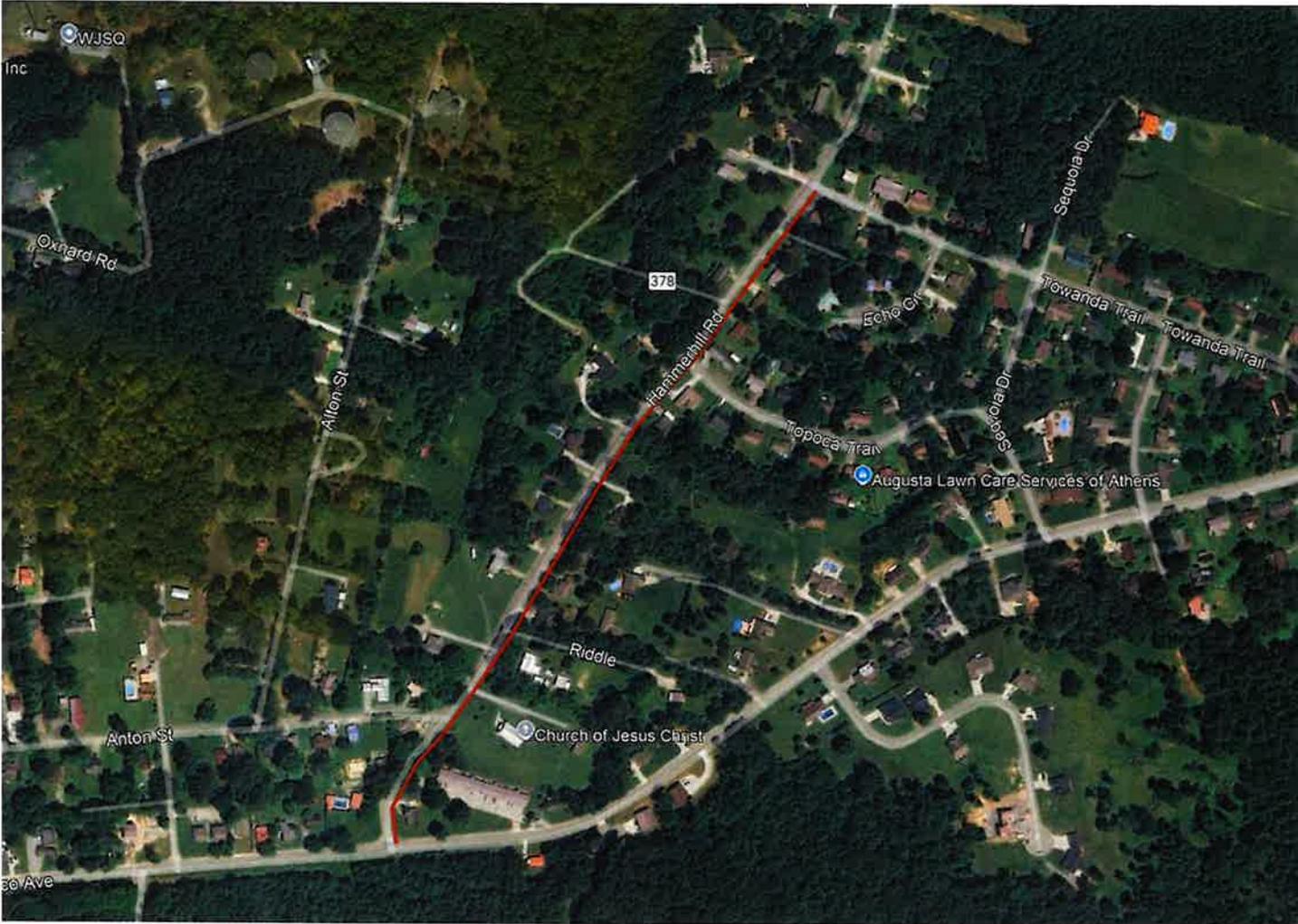


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Table 6.3: High-priority pedestrian projects.





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### **Agenda Item**

III. O. 2. ii. Councilmember Sherlin: *“Approve installing benches back along Cook Drive, installing benches along trail at Veterans Park, installing benches along sidewalk at Ingleside Park.”*

### **Overview**

Councilmember Sherlin has requested that the Council consider the installation of benches at the following public locations:

- Cook Drive
- Veterans Park
- Ingleside Park

The proposed benches are priced at \$688 each. A photo of the bench style that was installed in the downtown area is shown below for Council’s review.

This item is being brought forward for Council discussion and potential action regarding placement, number of benches, cost estimates, and appropriate funding sources.

### **Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

### **Affected Departments**

Parks and Recreation Department





**Agenda Item**

III. O. 2. iii. Councilmember Sherlin: *“Install Flag Poles and Veteran Flags along trail at Veterans Park that was approved by the Council more than a year ago.”*

**Overview**

Councilmember Sherlin requested discussion regarding the installation of poles for the veteran banners. This matter was previously reviewed during the October 9, 2023 Work Session and was formally approved by City Council at the October 17, 2023 Regular Session (Minutes attached). However, despite the approval, the installation was ultimately not carried out due to significant controversy surrounding the project. This discussion is intended to revisit the issue and consider potential next steps.

**Action to Consider**

Consensus is required to move this item to the July 15, 2025 regular session for consideration.

**Affected Departments**

Parks and Recreation Department



- 3 -

REQUESTS FROM CITIZENS

Approximately 3 individuals addressed the Council regarding love for others, body cameras and for helping clean infested areas.

- 4-

CONSENT AGENDA

Mayor Sherlin advised the recording clerk to read the following items into the record:

**CONSENT AGENDA**

- a) Approve surplus items for City and school portable building at Ingleside.
- b) Approve all furniture and equipment at Ingleside, North city, and Westside schools as Surplus property.
- c) Approve Cellebrite Sale Source Renewal.
- d) Approve street lighting at exit 49, as proposed by Athens Utilities Board.
- e) Approve Athens City School Budget Amendment #1 for FY24
- f) Approve Veteran Banners at Veterans Park
- g) Appoint Lisa Blos-Johnson to Recreation Advisory Board.
- h) Approve revision to the members of the Council Advisory Committee to delete the TWU study body representative as a member of this committee.

Vice Mayor Eaton made an amendment to review Item D on consent agenda to approve street lighting at Exit 49 as proposed by Athens Utility

**Council Member Eaton amended Item D, Council Member Pelley seconded, to approve street lighting at Exit 52 as proposed by Athens Utilities Board**

Roll call vote:

**AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.**

**Nays: None**

**Council Member Pelley moved, Vice Mayor Eaton seconded, that the Consent Agenda as stated above be approved.**

Roll call vote:

**AYES: Curtis, Witt-McMahan, Pelley, Eaton, Sherlin.**

**NAYS: None**