

OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

June 22, 2009 – 7:00 p.m.

AGENDA

1. **INVOCATION**

The Reverend Stella Roberts, First United Methodist Church

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPEARANCE OF CITIZENS**

5. **APPROVAL OF AGENDA**

6. **RECOGNITION OF VISITORS**

7. **PROCLAMATIONS AND COURTESY RESOLUTIONS**

8. **PUBLIC HEARING** - None

9. **CONSENT AGENDA**

- a. Approval of the Minutes of the May 18, 2009 City Council meeting.
- b. Adoption of a resolution waiving competitive bids and making award to Insight Public Sector, Tempe, Arizona, for the furnishing of seven (7) laptop computers for Fire Department vehicles in the estimated amount of \$38,220.36.
- c. Adoption of a resolution approving a grant agreement and authorizing the disbursement of budgeted funds in the amount of \$31,850.00 to the Anderson County Health Council for use in its Healthy Start Program.
- d. Adoption of a resolution awarding a contract in the estimated amount of \$40,288.00 to Rogers Group, Inc., Oak Ridge, Tennessee, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services for the construction of a parking lot at Highland View Park.
- e. Adoption of a resolution approving a lease agreement between the City and the Scarboro Day Care Center for the purpose of operating a day care for an initial term of July 1, 2009 through June 30, 2010, with the option to continue the lease arrangement for up to five (5) additional one-year periods.
- f. Adoption of a resolution authorizing the City to enter into a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance of prescribed sections of State routes within Oak Ridge during the period of July 1, 2009 through June 30, 2010.
- g. Confirmation of Mayor Tom Beehan to serve as Chair of the FY 2009 City Manager Evaluation Committee.

- h. Confirmation of Alan L. Liby to serve as Commissioner of the Oak Ridge Utility District for a five-year term beginning July 1, 2009.

10. SPECIAL REPORTS

- a. Mayor and City Council

- b. Special Committees

City Council Audit Committee: Councilman L. Charles Hensley, Chair

Review of FY 2008 Audit

- c. Boards and Commissions

Youth Advisory Board: Ms. Shannon Mullane, Chair

State of the Youth Address

- d. Other

11. APPROVAL OF MINUTES

12. ORDINANCES

- a. First Reading of New Ordinances

AN ORDINANCE TO AMEND TITLE 15, TITLED "MOTOR VEHICLES, TRAFFIC AND PARKING," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY AMENDING SECTION 15-507, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY-FIVE MILES PER HOUR," SUBSECTION (4) AND SECTION 15-509, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FIFTY-FIVE MILES PER HOUR," SUBSECTION (4), TO LOWER THE SPEED LIMIT ALONG A 1.21-MILE PORTION OF THE OAK RIDGE TURNPIKE (STATE ROUTE 95) FROM FIFTY-FIVE MILES PER HOUR TO FORTY-FIVE MILES PER HOUR.

- b. Adoption of Ordinances (Second Reading)

AN ORDINANCE TO AMEND ORDINANCE NO. 21-08, AS AMENDED, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXES THE RATE OF THE TAX, ADOPTS A BUDGET, AND ADOPTS APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2008, BY AMENDING SAID APPROPRIATIONS.

13. RESOLUTIONS

- a. General Resolutions

A resolution adopting a revised salary schedule for City employees with implementation to be effective with the pay period beginning July 12, 2009.

A resolution authorizing the execution of a Certificate of Good Moral Character for Mark Dawn as a condition for his obtaining a license to sell alcoholic beverages on behalf of the Elks Lodge No. 1684 in the city of Oak Ridge, Tennessee.

b. Bids and Contracts

A resolution employing the firm of Pugh & Company, P.C., Certified Public Accountants, Knoxville, Tennessee, to audit the accounts and funds of the City of Oak Ridge covering the operations for the fiscal year ending June 30, 2009, for a fee of \$47,800 for the regular audit and preparation of the City's Comprehensive Annual Financial Report and \$27,500 for additional procedures related to the Electric Department, with the cost of such additional procedures to be reimbursed by the Tennessee Valley Authority.

A resolution renewing the contract approved by Resolution No. 6-73-07 between the City and the Oak Ridge Chamber of Commerce for an additional one-year term at a cost of \$224,546.00.

A resolution approving a contract between the City and the Oak Ridge Convention and Visitors Bureau for the provision of services and materials to promote tourism in Oak Ridge for the period July 1, 2009 through June 30, 2010, in the total amount of \$404,208.00.

A resolution approving a Professional Services Agreement between the City and Bill Nolan and Associates, Oak Ridge, Tennessee, for the provision of consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City, in the estimated amount of \$55,800.00.

A resolution approving a Professional Services Agreement between the City and The Ferguson Group, LLC, Washington, D.C., for the provision of consulting services to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations for agreed upon priorities for the City, in the estimated amount of \$102,000.00.

A resolution approving a lease agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center (DARC) for the purpose of operating a senior center, with the lease agreement providing for a seven-year term at a total cost of \$460,180.00, including an annual lease payment of \$5,170.00 per month for the lease of space plus an additional \$25,900 amortized over a five-year period for the cost of improvements to the gym, and with the City to pay 24% of the utility bills for the DARC Complex.

A resolution making awards in the grand total estimated amount of \$811,185.00 for the furnishing of various materials as required by the City during Fiscal Year 2010, based upon the competitive bids that have or will be received on an as-needed basis.

A resolution waiving competitive bids and making awards in the grand total estimated amount of \$4,455,400.00 based upon the written quotations and agreements which have been negotiated with the respective suppliers of materials, equipment or services required by the City during Fiscal Year 2010.

14. ELECTIONS

Election of one (1) member of the Oak Ridge City Council to serve as Mayor of the City of Oak Ridge for a two-year term of office beginning immediately.

Election of one (1) member of the Oak Ridge City Council to serve as Mayor Pro Tem in the temporary absence or disability of the Mayor beginning immediately.

Election of one (1) member to the Anderson County Community Action Commission for a one-year term of office commencing on July 1, 2009.

Election of one (1) member to the Anderson County Economic Development Association for a four-year term of office commencing on July 1, 2009.

Election of four (4) members to the Oak Ridge Convention and Visitors Bureau for three-year terms of office commencing on July 1, 2009.

Election of three (3) members to the Elder Citizens Advisory Board for three-year terms of office commencing on July 1, 2009.

Notice of Elections

Four (4) elections are scheduled for the July 20, 2009 City Council meeting to appoint:

- One (1) member to the Board of Building and Housing Code Appeals
- One (1) member to the Board of Electrical Examiners
- Three (3) members to the Health and Educational Facilities Board
- Sixteen (16) members to the Youth Advisory Board

The deadline for filing is 5:00 p.m. on Tuesday, July 7, 2009.

15. COMMUNICATIONS - None
16. CITY MANAGER'S REPORT
17. CITY ATTORNEY'S REPORT
18. UNFINISHED BUSINESS
19. NEW BUSINESS
20. MISCELLANEOUS
21. UPCOMING MEETINGS/MAJOR ISSUES
22. ADJOURNMENT

CITY CLERK MEMORANDUM

09-43

DATE: June 11, 2009

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: CONSENT AGENDA

The following items are presented for the Council's consideration as the Consent Agenda for the June 22, 2009 City Council meeting.

Approval of Minutes – May 18, 2009

Resolutions – Bids and Contracts

Adoption of a resolution waiving competitive bids and making award to Insight Public Sector, Tempe, Arizona, for the furnishing of seven (7) laptop computers for Fire Department vehicles in the estimated amount of \$38,220.36.

Adoption of a resolution approving a grant agreement and authorizing the disbursement of budgeted funds in the amount of \$31,850.00 to the Anderson County Health Council for use in its Healthy Start Program.

Adoption of a resolution awarding a contract in the estimated amount of \$40,288.00 to Rogers Group, Inc., Oak Ridge, Tennessee, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services for the construction of a parking lot at Highland View Park.

Adoption of a resolution approving a lease agreement between the City and the Scarboro Day Care Center for the purpose of operating a day care for an initial term of July 1, 2009 through June 30, 2010, with the option to continue the lease arrangement for up to five (5) additional one-year periods.

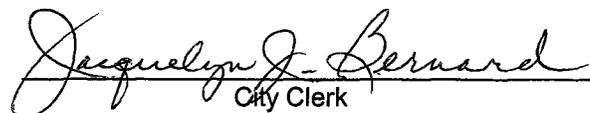
Adoption of a resolution authorizing the City to enter into a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance of prescribed sections of State routes within Oak Ridge during the period of July 1, 2009 through June 30, 2010.

Elections

Confirmation of Mayor Tom Beehan to serve as Chair of the FY 2009 City Manager Evaluation Committee.

Confirmation of Alan L. Liby to serve as Commissioner of the Oak Ridge Utility District for a five-year term beginning July 1, 2009.

The documentation for these items follows this memorandum.


City Clerk

**MINUTES OF THE
OAK RIDGE CITY COUNCIL MEETING**
Municipal Building Courtroom

May 18, 2009

The regular meeting of the City Council of the City of Oak Ridge, Tennessee, convened at 7:00 p.m. on May 18, 2009, in the Courtroom of the Municipal Building with Mayor Thomas L. Beehan presiding.

INVOCATION

The Reverend Tim Bounds, Minister of Music for First Baptist Church, gave the Invocation.

PLEDGE OF ALLEGIANCE

Master Jacob LaRose, a 4th grader at Willowbrook School, led the Pledge of Allegiance to the Flag of the United States of America.

ROLL CALL

The following members of Council were present: Willie Golden, Jr., Thomas W. Hayes, L. Charles Hensley, D. Jane Miller, David N. Mosby, Ellen D. Smith, and Mayor Thomas L. Beehan.

Also present were::

City Staff: James R. O'Connor, City Manager; Kenneth R. Krushenski, City Attorney, Steven W. Jenkins, Deputy City Manager; and Jacquelyn J. Bernard, City Clerk

Oak Ridge Schools: John W. Smith, Jr., Chairman of the Board of Education, and Dr. Thomas Bailey, Superintendent of Schools.

APPEARANCE OF CITIZENS

West End SR 95 Improvement Project, Phase 2

The following individuals spoke in opposition to the west end SR 95 Improvement Project, Phase 2, as designed:

Mr. Ivan Kravchenko, 205 Sweet Gum Lane
Ms. Oksana Kravchenko, 205 Sweet Gum Lane
Mr. Victor Hazelwood, 123 E. Southwood Lane
Mr. Peter Dittner, 216 Sweet Gum Lane
Ms. Kit Dittner, 216 Sweet Gum Lane
Mr. Boyd Malone, 101 E. Southwood Lane
Mr. Darrell Bultman, 114 E. Southwood Lane
Mr. Robert Kennedy, 112 Mason Lane

Mr. Eugene Mamantov, 211 Sweet Gum Lane, asked for answers to the following questions:

1. What was the date of the last public hearing covering specifically the expansion of the roadway between Westover Drive and the intersection of SR 58 and SR 95?
2. If it is within the power of the Oak Ridge City Council to ask for modification of the existing plan (design), why would they not do so?

Mr. Jimmy Groton, 87 Outer Drive, Chairman of the City's Environmental Quality Advisory Board, referred to the Board's earlier communication to the Council in this regard and, on behalf of the Board, requested that the Council reconsider its decision not to engage the Tennessee Department of Transportation (TDOT) in conversation about the possible redesign of this project.

Ms. Anne Garcia Garland, 120 Outer Drive, stated, "I just add my support to the citizens of Southwood to whom I think we owe every possible consideration as our neighbors."

At the request of the Mayor, the City Manager reviewed a recent letter that he sent to TDOT which contained suggestions for actions that may serve to mitigate the perceived problems with the design, and the Mayor referred to a recent meeting in Oak Ridge that was arranged by State Senator Ken Yager and included TDOT representatives. He suggested that there should be no further action until responses to the letter and to the points made at the meeting have been received from TDOT. The City Manager agreed, however, that he would ask the City Engineer to look at possible mitigation measures that could be undertaken by the City without impacting the design of the roadway.

APPROVAL OF AGENDA

Councilwoman Smith moved that the agenda be approved as presented, seconded by Councilman Hensley.

Mayor Beehan announced that there are three proposed additions to the agenda as follows:

Under Proclamations:

- The Oak Ridge High School Class of 1959 Reunion Planning Committee has requested that the week of June 8–14, 2009 be proclaimed 'ORHS Class of 1959 Week.'
- Councilwoman Miller has requested that June 10, 2009 be proclaimed "Safety Expo Day."

Under General Resolutions:

- Councilwoman Smith has requested the addition of a resolution directing the City Manager to enter into negotiations for the potential purchase of the former Trinity Methodist Church for use as a Senior Enrichment Center.

Councilman Golden moved that these additions be made as requested. The motion was seconded by Councilwoman Smith and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

The agenda was approved, as amended, by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

RECOGNITION OF VISITORS

Mayor Beehan welcomed all visitors to the meeting.

PROCLAMATIONS AND COURTESY RESOLUTIONS

Secret City Festival Time

A proclamation designating June 19 and 20, 2009 as “Secret City Festival Time.”

Councilwoman Miller moved that the proclamation be adopted. The motion was seconded by Councilman Hensley and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

The proclamation was presented to Ms. Joy Montgomery, Executive Director of the Arts Council of Oak Ridge which, along with the City and the Convention and Visitors Bureau, serves as a presenter of the Secret City Festival.

ORHS Class of 1959 Week

A proclamation designating June 8–14, 2009 as “ORHS Class of 1959 Week.”

Councilman Golden moved that the proclamation be adopted. The motion was seconded by Councilman Hayes and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

A proclamation designating June 10, 2009 as “Safety Expo Day.”

Councilman Golden moved that the proclamation be adopted. The motion was seconded by Councilwoman Miller and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.” The proclamation was presented to Mr. Ed Werden, a Safety Engineer at B & W Y-12.

Resolution No. 5-35-09

A resolution accepting the works of art that have been added to the display in the Municipal Building and commending the young artists for donating their work to the City for the enjoyment of all who visit the Municipal Building.

Councilwoman Smith moved that the resolution be adopted, seconded by Councilman Hayes.

The Mayor recognized Mr. Jim Dodson, the art teacher at Jefferson Middle School who has provided the leadership for this program, and he in turn introduced the other Oak Ridge Schools’ art teachers. Copies of the resolution were made available for the teachers and for each of the student artists, several of whom were present at the meeting.

The resolution was adopted by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

Resolution No. 5-36-09

A resolution recognizing John W. Smith, Jr., for his distinguished service to the City as a member and Chairman of the Oak Ridge Board of Education, and according him an honored place in the history of this city.

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

A fully executed copy of the resolution was presented to Chairman Smith as a token of the Council's esteem and on behalf of all citizens of the City of Oak Ridge, Tennessee.

Resolution No. 5-37-09

A resolution recognizing Councilman Willie Golden, Jr., for his distinguished service to the City as a member of the Oak Ridge City Council, and according him an honored place in the history of this city.

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilman Mosby and carried by unanimous voice with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

A fully executed copy of the resolution was presented to Councilman Golden as a token of the Council's esteem and on behalf of all citizens of the City of Oak Ridge, Tennessee.

PUBLIC HEARING

A public hearing was held on the following:

1. Amendment of the Community Development Block Grant (CDBG) PY08/FY09 Annual Action Plan

The City Manager briefly reviewed this proposed amendment, following which the Mayor opened the floor for citizen comments. There were none

2. Amendment of the FY 2009 Budget and Appropriations Ordinance to increase the Solid Waste Fund appropriation by \$210,800 for a total of \$2,250,000

The City Manager briefly reviewed this proposed amendment, following which the Mayor opened the floor for citizen comments. There were none.

CONSENT AGENDA

Councilwoman Miller moved that the Consent Agenda be approved as presented. The motion was seconded by Councilman Hensley and was adopted, thereby:

- Approving the Minutes of the May 4, 2009 City Council Meeting;
- Adopting **Resolution No. 5-38-09** waiving competitive bids and making award in the estimated amount of \$66,400.00 to Superior Pavement Marking, Inc., Knoxville, Tennessee, for the furnishing of all labor, tools, materials, equipment and supplies necessary for street striping services for the remainder of Fiscal Year 2009.
- Adopting **Resolution No. 5-39-09** providing that the City shall participate in the TML Risk Management Pool and approving the Interlocal Cooperation Agreement relative to such participation; and

- Adopting **Resolution No. 5-40-09** authorizing the execution of the “Generation Partners Agreement Between Oak Ridge, Tennessee and the Tennessee Valley Authority” (Contract Number 00076331), thus maintaining the framework for the City to offer a pilot program to its citizens designed to evaluate the financial and operational feasibility of customer owned renewable power generation, including photovoltaic and wind turbine sources.

The vote was unanimous with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

SPECIAL REPORTS

Roane County Long Range Recovery Committee

Councilman Hensley, who serves as the Council’s representative on the Roane County Long Range Recovery Committee, reported briefly on recent actions in connection with the ash spill at the Tennessee Valley Authority’s Kingston Steam Plant. He advised that TVA is working diligently to address the problems, the Recovery Committee is listening carefully to the concerned citizens, and an EPA representative is involved as an impartial observer with the authority to change or curtail current operations.

APPROVAL OF MINUTES

See Consent Agenda.

ORDINANCES

First Reading of New Ordinances

AN ORDINANCE TO AMEND ORDINANCE NO. 21-08, AS AMENDED, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXES THE RATE OF THE TAX, ADOPTS A BUDGET, AND ADOPTS APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2008, BY AMENDING SAID APPROPRIATIONS.

Councilman Golden moved that the ordinance be approved on first reading. The motion was seconded by Councilwoman Smith and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

Adoption of Ordinances (Second Reading)

Ordinance No. 9-09

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE,” BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 4.00, MAP 100A, GROUP C, FROM O-2, OFFICE TO B-2, GENERAL BUSINESS; AND AMENDING THE COMPREHENSIVE PLAN’S LAND USE PLAN BY CHANGING THE DESIGNATION OF SAID PARCEL FROM O, OFFICE/INSTITUTIONAL TO B, BUSINESS.

Councilman Golden moved that the ordinance be adopted. The motion was seconded by Councilwoman Miller and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting “Aye.”

Ordinance No. 10-09

AN ORDINANCE TO PROVIDE REVENUE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2009, BY IMPOSING A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS.

Councilwoman Miller moved that the ordinance be adopted. The motion was seconded by Councilman Hensley and after relatively brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

RESOLUTIONS

General Resolutions

Resolution No. 5-41-09

A resolution amending the City's PY08/FY09 Annual Action Plan approved by Resolution No. 5-37-08 to allow for the expenditure of \$68,498 allocated from the 2009 American Recovery and Reinvestment Act (ARRA).

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilwoman Smith and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-42-09

A resolution granting the request of Dr. Gary Goff, President of Roane State Community College, for the City of Oak Ridge to contribute \$500,000 to assist in the expansion of Roane State's Oak Ridge campus, conditional upon (1) the City's contribution is contingent upon Roane State receiving \$20 million in funding from the State of Tennessee by October 31, 2011 for the proposed expansion of the Oak Ridge campus, and (2) the City's contribution will be paid, provided all conditions are met, in three equal installments over a three-year period, with each payment being made approximately twelve months apart, the first payment to be made in January 2012.

Councilman Hensley moved that the resolution be adopted, seconded by Councilwoman Miller.

The City Manager advised that subsequent to the distribution of the agenda for this meeting, Roane State officials contacted the staff with new information that resulted in the drafting of a revised resolution that the staff is recommending as a substitute for this resolution. He explained that the changes contained in the substitute are related to the conditions; namely, the date in Condition (1) is changed from October 31, 2011 to June 30, 2012 and the date in Condition (2) is changed from January 2012 to July 2012.

Councilman Hensley moved that the resolution be amended by substitution of the revised resolution recommended by the staff. The motion was seconded by Councilwoman Miller and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

The resolution was then discussed at length with the City Manager and Dr. Gary Goff, President of Roane State Community College, responding to the Council's questions and comments.

The resolution was adopted, as amended, by electronic vote with Council members Hayes, Hensley, Miller, Mosby, and Mayor Beehan voting "Aye." Council members Golden and Smith abstained.

Resolution No. 5-43-09

A resolution directing the City Manager to enter into negotiations with the appropriate parties for the potential purchase of the former Trinity Methodist Church for use as a Senior Enrichment Center and providing that he shall explore possible cosponsorship of the Trinity facility by other organizations with an interest in providing health and welfare programs for seniors, and shall present to City Council a fully developed comparative analysis of both the Trinity Methodist Church and the Emory Valley Center options at such time as the proposed Emory Valley Center lease agreement is presented to City Council for approval.

Councilman Hensley moved that the resolution be adopted, seconded by Councilwoman Smith.

The City Manager advised that the staff can certainly provide the analysis specified in this resolution but is unaware of any organizations that are interested in cosponsorship of the Trinity facility. He suggested that Council members or others who may be aware of such organizations should provide that information to the staff.

The resolution was deliberated at great length with the City Manager responding to the Council's questions and comments.

The Mayor suggested that the resolution should not be limited to consideration of the two locations mentioned, but should allow for consideration of other facilities that might be available for this purpose; whereupon, Councilwoman Miller moved that the final paragraphs of the resolution be amended as follows:

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

That the City Manager is hereby directed to enter into negotiations with the appropriate parties for the potential purchase of the former Trinity Methodist Church **or other available properties** for use as a Senior Enrichment Center.

BE IT FURTHER RESOLVED that the City Manager shall explore possible cosponsorship of ~~the Trinity facility~~ **any property available for said use** by other organizations with an interest in providing health and welfare programs for seniors, and shall present to City Council a fully developed comparative analysis of ~~both the Trinity Methodist Church and the Emory Valley Center options~~ **each property, along with the Emory Valley Center**, at such time as the proposed Emory Valley Center lease agreement is presented to City Council for its approval.

The motion was seconded by Councilman Hayes and carried by voice vote with Council members Golden, Hayes, Miller, Mosby, Smith, and Mayor Beehan voting "Aye," and Councilman Hensley voting "Nay."

Ms. Anne Garcia Garland, 120 Outer Drive, encouraged the Council to think carefully about (1) keeping the promise of a new senior center that was made to senior citizens several years ago and (2) the advisability of entering into a five-year lease with Anderson County for the use of Emory Valley Center. [Councilman Hensley clarified that the promised new senior enrichment center was a part of the bond referendum that failed several years ago; thus, the "promise" disappeared with the failed referendum.]

Mr. Phil Longhurst, 117 Carnegie Drive, spoke in support of the acquisition of the Trinity Church facility for use as a Senior Enrichment Center. He made two assertions: (1) there are people in the community who

would be willing to make a contribution for this purpose and (2) the City should not invest in the gymnasium at the Emory Valley Center because the senior dancers will not use it; they currently rent a facility for one-half of the rental cost that will be required for the gymnasium.

The resolution was adopted, as amended, by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Bids and Contracts

Resolution No. 5-44-09

A resolution approving the Employment Agreement between the City of Oak Ridge and Kenneth R. Krushenski, as City Attorney, said agreement having been amended as recommended by the City Attorney Evaluation Committee to increase the salary of the City Attorney by 1%, to extend his term of office to March 1, 2014, and to provide that if terminated by City Council, the City Attorney would receive a cash payment equal to nine (9) months' aggregate salary plus accrued leave and benefits.

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilwoman Smith and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-45-09

A resolution authorizing the City to enter into all necessary legal documents to transfer the roadways in Phase 1A of East Tennessee Technology Park from the U.S. Department of Energy to the City of Oak Ridge, which documents include but are not limited to the Operational Agreement Among the Department of Energy Oak Ridge Office, the City of Oak Ridge, and the Heritage Center, LLC for Transfer of Responsibility for Phase 1A Roadways at East Tennessee Technology Park.

Councilman Golden moved that the resolution be adopted. The motion was seconded by Councilwoman Smith and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-46-09

A resolution awarding a contract in the estimated amount of \$256,449.00 to Rogers Group, Inc., Oak Ridge, Tennessee, for the furnishing of all labor, materials, equipment and supplies necessary to perform all work and services for milling and resurfacing of City streets.

Councilman Mosby moved that the resolution be adopted. The motion was seconded by Councilwoman Smith and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-47-09

A resolution awarding bids in the grand total estimated amount of \$141,576.00 to Nedrow & Associates, Murfreesboro, Tennessee, for the purchase of three (3) replacement pumps and variable frequency drives for the Robertsville Road pumping station, and to Principle Environmental, Inc., Atlanta, Georgia, for the purchase of three (3) rotary ball valves for the Robertsville Road pumping station.

Councilman Golden moved that the resolution be adopted. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-48-09

A resolution awarding bids in the grand total amount of \$277,645.04 to Jacky Jones Ford, Maryville, Tennessee, for the furnishing of one (1) pickup truck, one (1) van, and one (1) mid-sized utility vehicle; to Cardinal Chrysler-Dodge, Inc., Louisville, Kentucky, for the furnishing of two (2) hybrid utility vehicles; to Alexander Ford Lincoln Mercury, Murfreesboro, Tennessee, for the furnishing of one (1) pickup truck; to Dean Stallings Ford, Oak Ridge, Tennessee, for the furnishing of one (1) small dump truck; and to Freightliner of Knoxville, Inc., Knoxville, Tennessee for the furnishing of one (1) large dump truck.

Councilwoman Miller moved that the resolution be adopted. The motion was seconded by Councilman Hensley and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

Resolution No. 5-49-09

A resolution approving a Contract for Sale of Real Property between the City and Seward B. Norris Construction Company, for the sale of Parcel 219.01, Block 16-CM, located adjacent to Castlewood Condominiums on the east end of Oak Ridge.

Councilman Golden moved that the resolution be adopted. The motion was seconded by Councilwoman Smith and after brief deliberation, it carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye."

ELECTIONS

Health and Educational Facilities Board

Councilwoman Smith moved that Dr. Bruce R. LeForce and Ms. SueAnne Lewis be elected by acclamation to serve on the Health and Educational Facilities Board for six-year terms of office commencing on June 7, 2009. The motion was seconded by Councilman Hayes and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye." There were no other candidates.

Board of Zoning Appeals

Councilwoman Miller moved that Mr. Jay Adams be elected by acclamation to serve on the Board of Zoning Appeals for a five-year term of office commencing on June 18, 2009. The motion was seconded by Councilman Hayes and carried by unanimous voice vote with Council members Golden, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting "Aye." There were no other candidates.

Notice of Elections

Mayor Beehan announced that six (6) elections are scheduled for the June 22, 2009 City Council meeting to appoint:

- One (1) member to the Anderson County Community Action Commission
- One (1) member to the Anderson County Economic Development Association
- Four (4) members to the Oak Ridge Convention and Visitors Bureau

- Three (3) members to the Elder Citizens Advisory Board
- One (1) member to the Board of Electrical Examiners
- Three (3) members to the Health and Educational Facilities Board

The deadline for filing is 5:00 p.m. on Tuesday, June 10, 2009.

COMMUNICATIONS - None

CITY MANAGER'S REPORT - None

CITY ATTORNEY'S REPORT - None

MISCELLANEOUS

Prior to adjournment, a brief discussion was held about the traffic enforcement cameras that are being installed at various locations in Oak Ridge.

ADJOURNMENT

The meeting adjourned at 9:54 p.m.


City Clerk

FIRE DEPARTMENT MEMORANDUM

09-24

DATE: June 2, 2009
TO: Mr. James R. O'Connor, City Manager
FROM: Mack Bailey, Fire Chief 
SUBJECT: **LAPTOP COMPUTERS FOR FIRE RESPONSE**

The attached resolution awards a contract to Insight Public Sector of Tempe, Arizona in the amount of \$38,220.36 for the provision of seven (7) laptop computers to replace computers that will be made obsolete when the Police Department upgrades the software currently in use. This is a sole source purchase since the software is proprietary and mates with only certain hardware. Unanimous consent of City Council is required.

Computers on-board response apparatus have proven extremely useful to firefighters. For example, confidential patient information may be transmitted that would otherwise violate federal patient confidentiality statutes (HPPA). Hazardous materials information that may be proprietary is made available. Other privileged communications that may be inappropriate for radio broadcasts may be transmitted via the computers. Reports may be completed in a timelier manner. Information regarding occupancies, streets and hydrants are more easily stored, maintained and readily retrieved from the computers than from paper copies.

Funds are available for this purchase in receipts from the ETTP fire protection contract.

Fire Department staff recommends the approval of the resolution.

CITY MANAGER'S COMMENTS:

I have reviewed the issue outlined above, and recommend City Council approval of the attached resolution


James R. O'Connor

6/10/09
Date

NUMBER _____

RESOLUTION

WHEREAS, the City of Oak Ridge has a need for replacement laptop computers for Fire Department vehicles, which will become obsolete when the Police Department's software upgrades are complete; and

WHEREAS, by Resolution 10-95-08, City Council approved an agreement with Insight Public Sector, Arizona, for laptop computers for the Police Department; and

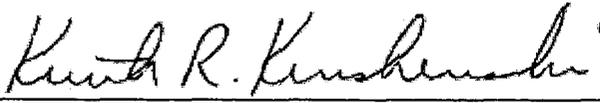
WHEREAS, for compatibility between the public safety systems, it is the recommendation of the City Manager that the sealed bid requirement be waived and award be made to Insight Public Sector.

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

That the recommendation of the City Manager that competitive bids be waived is hereby approved and award is made to Insight Public Sector, 6820 S. Harl Avenue, Tempe, Arizona 85283, for the furnishing of seven (7) laptop computers for Fire Department vehicles in the estimated amount of \$38,220.36.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

CITY CLERK MEMORANDUM
09-41

DATE: June 10, 2009

TO: James R. O'Connor, City Manager

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: HEALTHY START PROGRAM GRANT

Attached is a resolution approving a grant agreement and authorizing the disbursement of \$31,850 to the Anderson County Health Council for use in its Healthy Start Program. City Council approved the grant with the adoption of the FY 2010 Budget. This is the ninth year that a grant for the Healthy Start Program has been included in the City budget.

As you will recall, the Anderson County Health Council's grant request packet was distributed to the Council on April 24, 2009. Attached is a page from that packet containing the details of the Healthy Start Program's "client demographics."

The Anderson County Health Council has met the requirements imposed by TCA § 6-54-111 for such grants as well as the Council's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations* (copy attached).

Adoption of the resolution is recommended.

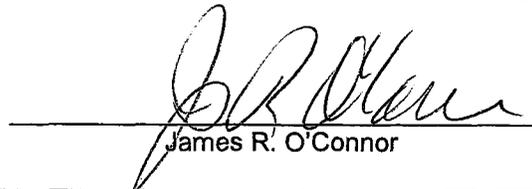

City Clerk

jb

Attachments

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.


James R. O'Connor


Date

NARRATIVE.

Current Report Period:(2008)

Parents want their babies to be healthy and developmentally on task. Many ask for their babies to be tested with the Denver II Screen between scheduled tests and seek methods to stimulate physical and mental growth. Babies are screened with the Denver II Developmental test starting at three months and testing is repeated every three months until the first birthday. After age one, the screening is done every six months. Parents are provided materials and activities to work with their infant/child to assure developmental progress is maintained and/or increased as needed. Babies requiring professional developmental help are referred to the appropriate therapeutic agency.

The immunization records speak to the importance the mothers place on the best care for their babies.

Cumulative:(1998-2008)

Typically the Healthy Start worker devotes 800 miles of driving each month in home visits and transporting clients to essential services such as physician appointments; WIC appointments; support group meetings; and Department of Human Services appointments. This time and effort has been beneficial to two areas: first in access to essential services and second in clients who are more open to discussing personal matters during the transport. The majority of client transportation is for medical services that include prenatal, well baby and sick baby visits.

CLIENT DEMOGRAPHICS

Location	# of 2008 Clients	# of Total(1998- 2008) Clients
Oak Ridge	17	156
Powell/Claxton	0	13
Clinton City	3	103
Lake City	1	27
Oliver Springs	1	33
Heiskell	0	4
Andersonville	0	6
Briceville	0	3
Norris	0	4
TOTAL	22	349

The numbers reflect the lack of support for families residing outside the Oak Ridge area. With the hard work of our advocacy committee and the addition of a grant writer, Healthy Start plans to secure enough "new money" to hire another Family Support worker. This new worker will provide Healthy Start services to the families in the rural parts of Anderson County.

CITY OF OAK RIDGE, TENNESSEE

GUIDELINES FOR DISBURSEMENT OF FUNDS TO CHARITABLE NOT-FOR-PROFIT ORGANIZATIONS

1. All applications for funds shall be submitted to the City Manager prior to December 31, 1979, and applications for funds in succeeding years shall be likewise submitted prior to December 31 for consideration in the City's appropriation ordinance.
2. Each application shall state the purpose for which the funds are sought and shall further state that any funds provided shall be used solely for the purpose(s) stated.
3. The applicant shall state that the organization is a charitable not-for-profit organization and is qualified to receive funds from the City of Oak Ridge. The term "not-for-profit" shall mean that no portion of the revenue or income inures to the benefit of any member, individual or stockholder. The applicant shall submit with each application a copy of its charter of incorporation and in addition provide such other evidence in support of its application which would support its eligibility to receive a contribution.
4. The applicant shall state that the services to be performed are for the benefit of and will be available to all citizens of Oak Ridge and that such services are to be provided on a year-round basis.
5. The applicant shall state that the organization employs a Certified Public Accountant and that an annual audit shall be provided the City prior to December 31 each year.
6. The applicant shall further state that it will provide quarterly reports describing its activities and such other reasonably required report(s) when requested by the City.
7. The application shall state that it will make available for inspection all of its books and records by the City Manager or his designated representative at all reasonable times.
8. The applicant shall submit with its annual audit a statement which reflects a comparison of services rendered residents of Oak Ridge and all other persons served.

NUMBER _____

RESOLUTION

WHEREAS, TCA § 6-54-111 authorizes municipalities to appropriate funds for the financial aid of nonprofit charitable or civic organizations provided such organizations meet the requirements of the law; and

WHEREAS, pursuant to said statute, on June 4, 1979, City Council adopted *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations* which incorporate the requirements to be met by the organizations to qualify for such funds; and

WHEREAS, on May 18, 2009, City Council adopted the Fiscal Year 2010 budget for the City of Oak Ridge, which budget contains an appropriation of \$31,850 as a grant for the Anderson County Health Council's Healthy Start Program; and

WHEREAS, the Anderson County Health Council has met the City's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations*.

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

That the attached grant agreement is approved and the City Manager is authorized and directed to disburse budgeted funds in the amount of \$31,850.00 to the Anderson County Health Council for use in its Healthy Start Program, said organization having met the requirements of TCA § 6-54-111 and the City's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations*.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

GRANT AGREEMENT

BETWEEN THE CITY OF OAK RIDGE, TENNESSEE AND ANDERSON COUNTY HEALTH COUNCIL

This is a Grant Agreement by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Anderson County Health Council of Tennessee, hereinafter referred to as the "Grantee," dated this ____ day of _____, 2009.

WITNESSETH

WHEREAS, the City of Oak Ridge authorizes grant funding for non-profit organizations during the City's budget process in accordance with the City's Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations (Guidelines); and

WHEREAS, the Grantee complied with the Guidelines and was approved for funding in the amount of \$31,850 by City Council.

IT IS THEREFORE AGREED that the following provisions shall apply:

1. **PURPOSE.** In accordance with the Guidelines, the Grantee shall solely use the grant funds for the purpose(s) stated in the application submitted to the City, which application was the basis for the City's approval of the grant request.
2. **TERM.** This Grant Agreement shall be for a term of one year, effective for the period commencing July 1, 2009 and ending on June 30, 2010.
3. **GRANT FUNDS / PAYMENT TERMS.**
 - a. **Grant Funds.** The total grant funds available under this Grant Agreement to the Grantee are \$31,850.
 - b. **Payment.** Payment to the Grantee shall be a lump sum payment within thirty (30) days of approval of this Grant Agreement.
 - c. **Expenditure Report.** The Grantee shall submit to the City a final expenditure report within forty five (45) days of the end of the term of this Grant Agreement. Said report shall be in form and substance acceptable to the City.
 - d. **Deductions.** The City reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Grant Agreement between the Grantee and the City any amounts which are or shall become due and payable to the City by the Grantee.
4. **REPORTING.** The Grantee shall submit quarterly reports describing its activities and other reasonably required reports when requested by the City.
5. **NONDISCRIMINATION.** The Grantee hereby agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Agreement or in the employment practices of the Grantee on the grounds of race, color, creed, religion, sex, sexual orientation, national origin, age, disability or any other legally protected status. The grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
6. **MODIFICATIONS.** This Grant Agreement may only be modified by a written amendment executed by all parties hereto and approved by the appropriate officials of the City.

7. ASSIGNMENT / SUBCONTRACTING. The Grantee shall not assign this Grant Agreement or enter into any subcontract for any of the services performed under this Grant Agreement without obtaining the prior written consent of the City. If such subcontracts are approved by the City, the Grantee shall ensure the subcontractor's compliance with Section 5, Nondiscrimination, of this Grant Agreement.
8. RECORDS. The Grantee shall maintain documentation for services provided under this Grant Agreement. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant Agreement, shall be maintained for a period of three (3) full years from the ending date of this Grant Agreement and shall be subject to audit at any reasonable time and upon reasonable notice by the City.
9. AUDIT. The Grantee shall employ a Certified Public Accountant to perform an annual audit which shall be submitted to the City prior to December 31 of the year following the termination of this Grant Agreement.
10. GUIDELINES. The Grantee shall comply with the City's Guidelines for Disbursement of Funds to Charitable Not-For-Profit Organizations.
11. STRICT PERFORMANCE. Failure by any party to this Grant Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions or provisions of this Grant Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term or condition of this Grant Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the parties hereto.
12. INDEPENDENT CONTRACTORS. The City and the Grantee acknowledge that the relationship created under this Grant Agreement is that of independent contracting parties and this Grant Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.
13. FORCE MAJEURE. The obligations of the parties to this Grant Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, war, strikes, epidemics or any other similar cause.
14. NOTICES. All instructions, notices, consents, demands or other communications required or contemplated by this Grant Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile or address as set forth below:

To the City:

Jacquelyn J. Bernard, City Clerk
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831-0001
(865) 425-3407 telephone
(865) 425-3409 facsimile

To the Grantee:

Marcia Slagle, Executive Director
Anderson County Health Council
12 Van Hicks Road
Oak Ridge, Tennessee 37830
(865) 482-4041
(865) 482-4055

All communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m.

local time. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

15. GOVERNING LAW. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
16. ENTIRE UNDERSTANDING. This Grant Agreement contains the entire understanding of the parties relating to the subject matter contained herein. This Grant Agreement supersedes any and all prior understandings, representations, negotiations and agreements between the parties relating hereto, whether oral or written.
17. SEVERABILITY. If any terms or conditions of this Grant Agreement are held to be invalid or unenforceable as a matter of law by a court of competent jurisdiction, the remaining terms and conditions shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Agreement are declared severable.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE:

City Attorney

Mayor

ANDERSON COUNTY HEALTH COUNCIL

Signature

Typed or Printed Name and Title

RECREATION AND PARKS MEMORANDUM
09-05

DATE: June 6, 2009
TO: James R. O'Connor, City Manager
FROM: Josh Collins, Recreation and Parks Director
SUBJECT: HIGHLAND VIEW PARK PARKING LOT CONSTRUCTION

The accompanying Resolution awards a contract to Rogers Group, Inc., in the estimated amount of \$40,288 for the construction of a paved parking lot at Highland View Park.

The proposed project envisions the construction of a paved, 9-space parking lot near the intersection of West Outer Drive and Highland Avenue. The proposed lot will provide off-street parking to serve the handicap accessible playground and the picnic shelter located at the park. Two spaces will be provided for handicap parking.

In 2005, the playground at Highland View Park was replaced with a larger, fully accessible playground thus meeting all current safety standards. An accessible water fountain, accessible sidewalk, and additional seating at the picnic pavilion were also added at this time. The new parking lot is the final major piece of this project, providing off-street parking complete with handicap parking spaces that connect directly to the accessible sidewalk.

Staff recommends approval of the accompanying Resolution as submitted. Funding for the project has been included in the Capital Projects Fund.

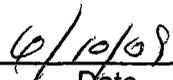
Attachments

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.



James R. O'Connor



Date

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

COR # 09-10
OPENING DATE: MAY 28, 2009 2:00 P.M.

DESCRIPTION	ITEM	UNIT	BIDDER:		BIDDER:		BIDDER:					
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL				
HIGHLAND VIEW PARK PARKING LOT												
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR THE HIGHLAND VIEW PARK PARKING LOT PER THE SPECIFICATIONS PROVIDED BY CITY OF OAK RIDGE RECREATION AND PARKS DEPARTMENT			\$ 40,288.00	\$ 40,288.00	\$ 48,700.00	\$ 48,700.00						
TOTAL PRICE			\$ 40,288.00	\$ 40,288.00	\$ 48,700.00	\$ 48,700.00						
TERMS			Net 30		Net 30							
DELIVERY			per Contract		per Contract							
F.O.B.			Job Site		Job Site							
VIA			Truck		Truck							
OTHER BIDDERS CONTACTED												
APAC-Atlantic, Inc. dba Harrison Const. - Knoxville, TN												
J.G. Mullins Construction Co., Inc. - Oak Ridge, TN												
Blount Excavating - Maryville, TN												
Hamilton & Sons - Vonore, TN												
Land, Maintenance & Development - Knoxville, TN												
Southland Excavating - Knoxville, TN												
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:									
ONLY BID RECEIVED			Rogers Group, Inc.									
LOW PRICE			250 Union Valley Rd.									
BETTER OR REQUIRED DESIGN			Oak Ridge, TN 37830									
EARLY DELIVERY												
LOWEST TOTAL COST MEETING BID REQUIREMENTS												
OF A TURN KEY JOB WITH NO ADD-ONS												
<table border="1"> <tr><td> </td></tr> <tr><td align="center">X</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				X			<p align="center">BIDS OPENED AND RECORDED BY---</p> <p align="center"><i>Lyn Dowlan</i> Lyn Dowlan Accounting Division Manager</p> <p align="center">BIDS REVIEWED BY---</p> <p align="center"><i>Janice McGinnis</i> Janice McGinnis Finance Director</p>					
X												

NUMBER _____

RESOLUTION

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for construction of a parking lot at Highland View Park; and

WHEREAS, bids were received and publicly opened on May 28, 2009, with Rogers Group, Inc., submitting the lowest and best bid, which bid the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and award is hereby made to Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing all labor, tools, materials, equipment and supplies necessary to perform all work and services for the construction of a parking lot at Highland View Park; said award in strict accordance COR 09-10, the required specifications, and the bid as publicly opened on May 28, 2009, and in the estimated amount of \$40,288.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

RECREATION AND PARKS MEMORANDUM
09-06

DATE: June 9, 2009
TO: James R. O'Connor, City Manager
FROM: Josh Collins, Recreation and Parks Director 
SUBJECT: SCARBORO DAY CARE CENTER LEASE

The accompanying Resolution approves a lease agreement with the Scarborough Day Care Center based on a cost-per-square-foot plus a percent of operating costs at the Scarborough Community Center located at 148 Carver Avenue.

The proposed lease agreement with the Scarborough Day Care Center makes available 1,885 square feet contained in four rooms (A, B, Ebony and Kitchen). The Scarborough Community Center contains 18,850 square feet. Under the new lease agreement, the Scarborough Day Care Center would pay \$4.09 per square plus ten percent (10%) of the estimated \$28,000 annual cleaning contract and ten percent (10%) of the utilities estimated at \$35,965. The Day Care Center's cost per month is estimated at \$1,175.51, or \$14,106.15 annually.

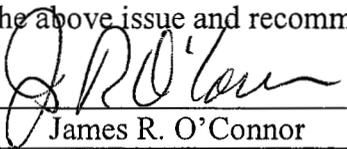
With the inclusion of a square-foot price, a percentage of utilities, a percentage of custodial services, and an annual adjustment, the new Scarborough Day Care Center lease agreement will be consistent with other City leases. In order to provide additional flexibility in the lease agreement, staff is providing an option to the Day Care Center to add or delete space as needed with a 60-day notice and agreement by both parties. The City Manager would be given authority to approve such changes as contract amendments. Upon approval by City Council, the proposed Scarborough Day Care Center lease agreement will be effective on July 1, 2009.

Staff recommends approval of the accompanying Resolution as submitted.

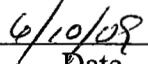
Attachments

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.



James R. O'Connor



Date

NUMBER _____

RESOLUTION

WHEREAS, the City is the owner of certain real property situated within the City of Oak Ridge, Tennessee, being Parcel 77.00, Block 22-BY, located at 148 Carver Avenue, known as the Scarboro Community Center; and

WHEREAS, the Scarboro Day Care Center has leased space at the Scarboro Community Center since 1982 for the purpose of operating a day care; and

WHEREAS, the current lease expires on June 30, 2009, and the parties desire to enter into a new lease to continue the lease arrangement; and

WHEREAS, the City Manager recommends approval the lease agreement.

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

That the recommendation of the City Manager is approved and the attached lease agreement between the City of Oak Ridge and the Scarboro Day Care Center for the purpose of operating a day care for an initial term of July 1, 2009 through June 30, 2010, with the option to continue the lease arrangement upon the mutual consent of both parties for up to five (5) additional one-year periods, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

LEASE AGREEMENT
Scarboro Day Care Center

This Lease Agreement entered into this 22nd day of June, 2009, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter referred to as the "City," and the Scarboro Day Care Center, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, the City owns and operates the Scarboro Community Center, hereinafter referred to as the "Facility," which is located at 148 Carver Avenue, Block 22-BY, Parcel 77.00; and

WHEREAS, the Lessee desires to lease space at the Facility to operate a day care; and

WHEREAS, the City and the Lessee desire to enter into an agreement for leasing such space.

NOW, THEREFORE, the City and the Lessee do hereby agree as follows:

1. Premises and Purpose

The City does hereby lease unto the Lessee Room A, Room B, the Ebony Room, and the kitchen, for a total leased space of 1,885 square feet, hereinafter referred to as the "Premises." The Premises shall be used for the sole and exclusive use of operating a day care; however, the Lessee shall also be permitted to use the Premises for conducting day care business and related activities. No other uses and no personal uses are permitted without the advanced express written consent of the City.

2. Term

This Lease Agreement shall be for a base term of one year beginning on July 1, 2009 and ending on June 30, 2010. Renewal options are specified in Section 12.

3. Payments

A. Rent

As rent for the Premises for the base term, the Lessee shall pay to the City \$7,709.65, which is based on an annual rent of \$4.09 per square foot. Rent payments are due and payable in advance equal monthly installments on or before the first day of every month. In the event of renewal, rent is adjusted in accordance with Section 12.

B. Custodial Services

The Lessee leases ten percent (10%) of the floor space at the Facility, therefore, the Lessee is responsible for paying ten percent (10%) of the custodial services for the Facility payable in advanced equal monthly installments on or before the first day of every month. If the City's cost of custodial services for the Facility is \$28,000.00 (which is the estimate for fiscal year 2009), the Lessee would be responsible for paying \$2,800.00 to the City for custodial services for the Premises.

The City will notify the Lessee of the custodial services amount for the renewal term(s) when the request for renewal is made. Should the Lessee desire to perform custodial services for the Premises themselves, the Lessee shall notify the City at least sixty (60)

days prior to the end of the current term of the Lessee's desire to do so in order to allow the City time to negotiate with the City's custodian for a reduction in their agreement. If possible, the City will remove the Premises from the custodial services agreement and allow the Lessee to provide custodial services for the Premises. The Lessee hereby understands that the City may not be able to delete the Premises from the agreement and if so, the Lessee shall still remain responsible for payment to the City for custodial services as outlined in this Subsection.

C. Utilities

The Lessee leases ten percent (10%) of the floor space of the Facility and; therefore, is responsible for paying ten percent (10%) of the total utility payment in advanced equal monthly installments due on or before the first day of every month. Rather than invoice the Lessee each month with the previous month's utilities, the parties do hereby agree to estimate the utilities for each year that the Lessee leases the Facility. The estimated annual utility costs for the Facility during the base term is \$35,965.00, therefore, the Lessee is responsible for paying \$3,596.50 to the City for utilities for the base term.

D. Telephone

The Lessee is responsible for obtaining and paying for any telephone, facsimile, cable, or similar service the Lessee desires to have. These services are not provided by the City.

4. Compliance with Laws and Regulations

The Lessee hereby covenants to use the Premises in a manner which does not violate the laws of the United States, the State of Tennessee, the ordinances of the City of Oak Ridge, and the laws or regulations of any other applicable governmental authority. The Lessee hereby covenants to comply with any regulations as are or may be established by the City for the general convenience of all tenants of the Facility and the public.

5. Entry by the City

The City has the right to enter onto the Premises at all reasonable times to ensure compliance with this Lease Agreement and to inspect the Premises for damages and to make any necessary repairs that are the City's responsibility.

6. Maintenance and Repairs

- A. The City shall maintain and repair damage to the structure of the Facility including outer walls, foundation, and roof, and the City shall provide heating and air conditioning for the Facility, including the Premises. In such event that repair is needed to the Facility due to damage caused by the Lessee or anyone under the Lessee's control, the Lessee shall be responsible for reimbursing the City for said repair and such payment shall be made within thirty (30) days of receipt of an invoice specifying such repair and cost.
- B. The Lessee shall be responsible for maintaining the Premises in such a state of repair as the Premises existed at the time of occupancy, normal wear and tear excepted. Any damage caused to the Premises as a result of the Lessee's occupancy shall be repaired at the Lessee's cost.
- C. In the event the Premises and/or the Facility is so damaged as to render the Premises or the Facility untenable or unsafe as determined by the City, the Lessee shall immediately move from the Premises and all requirements to make payments shall cease; however, this does not relieve the Lessee of any responsibilities under the terms and conditions of this Lease Agreement for costs for repairs or damages caused by the Lessee. In the

event the Premises or the Facility is rendered untenable or unsafe through no fault of the Lessee, the City will support the Lessee's efforts in obtaining space at other facilities in order to ensure continued operations; however, in no event shall this support be construed as financial support.

7. Taxes

The Lessee shall be responsible for any taxes that are assessed as a result of the Lessee's use of the Premises, including but not limited to real property taxes. Said taxes shall be paid to the City within thirty (30) days of the Lessee's receipt of an invoice specifying payment.

8. Alterations and Improvements

The Lessee shall not make any alterations or improvements to the Premises without the advance express written permission of the City, including any alterations or improvements that may be required as a result of their use of the Premises (i.e. health law requirements). Any alterations or improvements shall be paid by the Lessee, shall become property of the City, and shall remain with the Premises upon termination of this Lease Agreement.

9. Assignment

This Lease Agreement and/or any responsibilities hereunder may not be assigned or sublet in whole or in part by the Lessee without the advance express written permission of the City.

10. Insurance

The Lessee shall at all times during the term(s) of this Lease Agreement obtain, acquire, and maintain in full force and effect Comprehensive General Liability and Property Damage Insurance in at least the limits established by the State of Tennessee for day care facilities; further, the Lessee shall obtain Workers' Compensation Insurance in accordance with State law, if applicable.

The Lessee shall maintain policies providing the above-stated insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

The Lessee may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Lessee of responsibility for any losses not covered by the above-required policies.

The Lessee agrees to furnish to the City of Oak Ridge (Legal Department, P. O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance(s) or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force prior to the beginning of the term(s).

11. Indemnification

The Lessee hereby agrees to protect, indemnify and hold harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for

injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Lessee or anyone directly or indirectly employed or controlled by the Lessee as a result of the Lessee's occupation or use of the Premises.

12. Renewal Options

A. Timing and Method

This Lease Agreement is renewable upon the mutual written consent of both parties for up five (5) additional one-year terms beginning on July 1 and ending on June 30 of the subsequent year. In the event one party desires to renew this Lease Agreement, the requesting party shall notify the other party in writing of such request to renew within sixty (60) days of the termination date of the current term. The other party shall respond to the requesting party within thirty (30) days of receipt of said request to renew.

B. Rent Adjustment Upon Renewal

In the event both parties mutually agree to renew this Lease Agreement, the annual per square footage rent payment for the renewal term shall be adjusted by three percent (3%). The cost of custodial services and utilities shall remain at ten percent (10%) of the City's actual custodial services and utilities costs.

13. Request for Changes in Amount of Leased Space

The Lessee may request changes in their leased space allocation at any time by giving a sixty-day advanced written notice to the City. A request for leasing less space requires no additional paperwork, however, a request for leasing additional space requires the submittal of proof that the Lessee has the permission of the State Fire Marshall to lease the additional space for day care purposes. Upon receipt of such request, the City shall respond to the Lessee in writing within thirty (30) days.

If a request for a reduction in space is approved prior to the end of a current term, the City may require the Lessee to continue to pay for such space until the end of the current term if it is determined to be in the City's best interests to do so. The City has the sole discretion of whether or not to approve a request for leasing additional or less space. Such changes require the approval of the City Manager and shall be evidenced by an amendment to this Lease Agreement signed by both parties. City Council action is not required to alter the amount of space leased at the Facility.

In the event of approval, the City shall notify the Lessee of the new payment amounts based on the new space allocation. The rent payments shall be adjusted accordingly based on square footage leased (example: renting additional room consisting of 456 square feet at a cost per square foot amount of \$4.09 equals an increase in the rental amount by \$1,865.04). The utility payment and custodial payment shall both be adjusted using the Lessee's new total percentage of floor space for the Facility as the multiplying factor of the Facility's total utilities and custodial cost.

14. Termination

A. If the Lessee desires to terminate this Lease Agreement prior to the expiration of the initial term, the Lessee shall be responsible for payment of all rents and custodial fees due through the end of the initial term.

B. This Lease Agreement may be terminated by either party at any time after the expiration of the initial term upon thirty (30) days' advance written notice to the other party.

C. Upon failure of the Lessee to comply with the terms and conditions of this Lease Agreement, the City may terminate this Lease Agreement immediately upon notice to the Lessee.

15. Anti-Discrimination

The Lessee shall not discriminate against any person seeking employment with or by the Lessee or seeking day care services from the Lessee at the Premises because of race, color, creed, national origin, age, sex, sexual orientation, religion, disability or any other legally protected status.

16. Notices

All notices or other writings required to be given under this Lease Agreement shall be sent to the parties at the following addresses, or to each party at such other address as shall be designated by such party in a written notice to the other party in accordance with this section. All notices and other writings shall be effective when deposited in the mail (first class mail, postage prepaid).

If to City:

Ms. Barbara Spratling
Recreation and Parks Department
P.O. Box 1
Oak Ridge, Tennessee 37831

If to Lessee:

Board of Directors
Scarboro Day Care Center
148 Carver Avenue
Oak Ridge, Tennessee 37830

17. Governing Law

This Lease Agreement shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed as of the date first above written.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

SCARBORO DAY CARE CENTER

President, Board of Directors

Printed or Typed Name

Secretary, Board of Directors

Printed or Typed Name

Approved by Resolution _____

PUBLIC WORKS MEMORANDUM

09-24

DATE: June 8, 2009
TO: James R. O'Connor, City Manager
FROM: Gary M. Cinder, P.E., Director of Public Works
SUBJECT: STATE HIGHWAY MAINTENANCE CONTRACT

The accompanying resolution authorizes a contract between the City of Oak Ridge and the State of Tennessee that provides reimbursement to the City for maintenance of prescribed portions of State Highways located within the city limits for the period of July 1, 2009 to June 30, 2010.

Activities covered by this contract include all routine maintenance such as pavement repair, striping, sweeping, snow removal, mowing of medians and litter removal. Only work performed in the areas located between curb and curb or between shoulders is eligible for reimbursement.

The sections of roadway included in the contract are:

- State Route 95 (Oak Ridge Turnpike) from the intersection of SR61 and SR95 to Wisconsin Avenue;
- State Route 62 (Illinois Avenue) from the northern city limit to the Solway Bridge; and
- State Route 170 (Edgemoor Road) from the Edgemoor Bridge to the SR62 interchange.

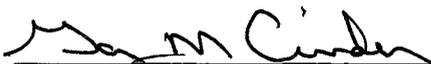
The contract includes a total reimbursement of \$131,547.00. The total is based on a maximum reimbursement of \$124,006.20 for roadway and pavement maintenance, an increase of \$8,267.08 from the FY2009 contract amount; \$4,006.80 for mowing of medians; and \$3,534.00 for litter removal.

The pavement maintenance reimbursement is calculated at \$0.15 (an increase of \$.01 from the FY2009 contract) per square yard of pavement with a total pavement or curb-to-curb width area of 826,708 square yards. While the cost of street maintenance has risen considerably, based upon historical records our costs will continue to be fully reimbursed.

The mowing reimbursement is based on six monthly mowings of the 14.84 acres of median located along the state routes at a rate of \$45 per acre. The City is not reimbursed for any mowing of the right-of-way located back of the curb or edge of pavement. Based on the City's current mowing contract, the annual cost for mowing along the state routes and medians is approximately \$65,000. Unlike the state's criteria of once per month, the City mows medians and right-of-ways along the state routes once every 10 days or three times per month. The contract also provides reimbursement for twelve monthly litter pickups along state routes.

The right-of-way mowing on Oak Ridge Turnpike west of Illinois Avenue has been eliminated due to the road construction project. This road-widening project will increase the amount of pavement for the City to maintain, therefore, once the project is complete, the City will request an updated calculation of the square yards of pavement and the right-of-way area to be included in future maintenance contracts with the State of Tennessee.

Staff recommends approval of the accompanying resolution.



Gary M. Cinder

Enclosure

City Manager's Comments:

I have reviewed the above issue and recommend council action as outlined in this document.



James R. O'Connor, City Manager



Date

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT - CITY OF OAK RIDGE
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)

This Agreement made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the Department, and the City of Oak Ridge, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, T.C.A., Sections 54-5-201--203 provide that the Department is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed and may enter into contracts with municipalities relative to this requirement where a municipality is organized for the care of its own streets, on a reimbursement basis; and

WHEREAS, the City is organized for the care of its own streets, and the parties want to enter into an agreement to provide for the maintenance of those sections of streets hereinafter itemized.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The City shall perform street maintenance on the hereinafter identified sections of City streets over which traffic on state highways is routed, for the period of time beginning July 1, 2009 and ending June 30, 2010.

The work performed by City shall consist of those activities designated in the "Guidelines Covering Maintenance of State Highways through Municipalities", a copy of which is attached hereto and incorporated by reference as "Exhibit A". "Eligible items" are described on Exhibit A.

The street area to be maintained by City shall include the roadway only from curb to curb where curbs exist or to the shoulder lines where curbs do not exist, and will include the eligible grass control and the eligible litter removal activities.

The Department agrees to reimburse said City in the amount actually expended for street maintenance, not to exceed a total of \$0.15 per square yard of area routinely maintained, swept or flushed, and the Department agrees to reimburse said city for the eligible grass control activities and the eligible litter removal activities, not to exceed the number of cycles and the price per acre or mile, as described on "Exhibit A" page 2.

ROUTE NO.		SQUARE YARDS
ROANE COUNTY		
95	Oak Ridge Turnpike Roane-Anderson County Line to Wisconsin Avenue	
Total State Route 95		41,266
ANDERSON COUNTY		
95	Oak Ridge Turnpike 591' East of Intersection of 95 and 61, Northwest 186' of Intersection to West to Roane-Anderson County Line	334,256
	Illinois and Tulane Avenue	1,955
Total Square Yards State Route 95		336,211
Less Grass Median Square Yards		(15,968)
Total Roadway Surface Square Yards		320,243
62	North Illinois Avenue - North City Limits to Intersection with Oak Ridge Turnpike (SR 95)	49,199
	South Illinois Avenue - Oak Ridge Turnpike to Solway Bridge (City Limit)	409,962
Total Square Yards State Route 62		459,161
Less Grass Median Square Yards		(55,686)
Total Roadway Surface Square Yards		403,475
170	Edgemoor Bridge to Solway Interchange	
Total State Route 170		61,724
SUMMARY		
State Route 95 (Roane) Roadway Surface Square Yards		41,266
State Route 95 (Anderson) Roadway Surface Square Yards		320,243
State Route 62 Roadway Surface Square Yards		403,475
State Route 170 Roadway Surface Square Yards		61,724
Grand Total Roadway Surface Square Yards		826,708
Total Roadway Surface Square Yards 826,708 @ \$0.15 =		\$ 124,006.20
SR 95 (R) Mowing 00.00 Acres @ \$45.00 = \$ 00.00 x 6 cycles =		\$ 00.00
SR 95 (A) Mowing 03.30 Acres @ \$45.00 = \$ 148.50 x 6 cycles =		\$ 891.00
SR 62 Mowing 11.54 Acres @ \$45.00 = \$ 519.30 x 6 cycles =		\$ 3,115.80
SR 170 Mowing 00.00 Acres @ \$45.00 = \$ 00.00 x 6 cycles =		\$ 00.00
SR 95 (R) Litter 00.00 Miles @ \$50.00 = \$ 00.00 x 12 cycles =		\$ 00.00
SR 95 (A) Litter 02.75 Miles @ \$50.00 = \$ 137.50 x 12 cycles =		\$ 1,650.00
SR 62 Litter 03.14 Miles @ \$50.00 = \$ 157.00 x 12 cycles =		\$ 1,884.00
SR 170 Litter 00.00 Miles @ \$50.00 = \$ 00.00 x 12 cycles =		\$ 00.00
TOTAL AMOUNT OF CONTRACT		\$ 131,547.00

"In no event shall the maximum liability of the Department for all services under this contract exceed \$131,547.00."

CONTRACT - CITY OF OAK RIDGE
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)

Page 3

The Department will not be obligated to reimburse the cost for repairing sections of State highways damaged as the result of the activities of any public or private utility.

The City will furnish the Department with itemized monthly sworn statements in quadruplicate, by the 20th of each month for work performed the previous month, setting out in detail the amount expended for labor, equipment, materials and shall furnish copies of receipted vendors invoices for materials used. If a contractor or contract labor or contract equipment rental is used on the above state highways the City agrees to furnish a detailed invoice from the Vendor for work performed. In no event will accounts be paid which were incurred more than sixty (60) days prior to submission to the Department unless an extension of time has been requested by the City and granted by the Director of Maintenance. The City hereby submits to the Department, a statement showing the wage scale by classification proposed to be paid, with the Department's equipment rental rates to be charged, identified as "Exhibit B", attached hereto and incorporated herein by reference, which exhibit shall be subject to approval of the Department. The Department agrees to pay monthly bills as soon after receipt thereof as it can be checked and warrants issued. The Department will be furnished a work report by the City, which will detail the work performed by activity including the quantified units of measure, as identified in Exhibit A, to correspond to the requests for reimbursement of each activity submitted. The City shall also provide corresponding work location information for each activity submitted. The City's failure to comply with these requirements shall relieve the Department of any obligation to reimburse the City for the subject work.

Prior to the beginning of non-routine maintenance work, the City shall notify the Department of its intentions in writing, and shall give the Department an opportunity to inspect the sections of State highways proposed to be maintained. During the time such maintenance work is being performed, the Department shall have a right to inspect said work and the City hereby agrees to carry out such instructions as may be given by the representatives of the Department making any such inspection. The City's failure to comply with these requirements shall relieve the Department of any obligation to reimburse the City for the subject work.

The City agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the City to comply with this provision shall constitute a material breach of the agreement and may subject the City to the repayment of all damages suffered by the state and/or the Tennessee Department of Transportation as a result of said breach.

CONTRACT - CITY OF OAK RIDGE
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)

Page 4

The contract is subject to the appropriation and availability of state funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the contract upon written notice to the City. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the City shall cease all work associated with the contract. Should such an event occur, the City shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the City shall have no right to recover from the Department any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

The City shall maintain documentation for all charges against the Department under this contract. The books, records, and documents of the City, insofar as they relate to the work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in any program or activity or in the employment practices of the City and will immediately take any measure necessary to effectuate this agreement. The City shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

The City acknowledges that it has total and complete responsibility for appropriate maintenance of the designated streets.

The Department, by the execution of this agreement, does not assume any liability for damages caused to persons or property by reason of the City maintaining said sections of State highways, or by reason of the City's decisions regarding whether and to what extent a street should be maintained. The Department assumes no liability for injury to any employee of the City performing maintenance work under this agreement. The Department shall have no liability except as specifically provided in this contract.

**CONTRACT - CITY OF OAK RIDGE
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)**

Page 5

The contract shall be deemed effective by the parties as of July 1, 2009 regardless of the date it is executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officials on the date set forth below.

The undersigned Municipal official verifies that he/she is authorized to execute this contract on behalf of the municipality.

CITY OF OAK RIDGE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
MAYOR

By: _____
GERALD F. NICELY
COMMISSIONER

DATE: _____

By: _____
CITY ATTORNEY

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

**GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items where applicable are eligible for reimbursement by the State to the Municipalities under our Standard Maintenance Agreement:

Activity	Units of measure
401 Manual Spot Patching	Tons
402 Crack Repair	Pounds
404 Mechanical Continuous Patching	Tons
405 Milling	Square Feet
406 Surface Replacement	Tons
411 Concrete Pavement Repair	Cubic Yards
412 Concrete Joint Repair	Linear Feet
425 Grading Unpaved Surface (Shoulder)	Linear Miles
427 Patching Unpaved Surface (Shoulder)	Tons
435 Machine Mowing on medians (Also back of curbs or shoulders on C.A.*)	Acres
438 Debris, Trees, etc., removal from Roadway surface only (Also Brush control on C.A.*, according to TDOT Tree and Vegetation policy)	Man Hours
441 Litter removal on medians (Also back of curbs or shoulders on C.A.*)	Roadway Miles
446 Mechanical Sweeping and Street Flushing	Miles
447 Manual Roadway Sweeping	Man Hours
460 Plowing Snow	Lane Miles
461 De-icing Salt and/or Sand for snow and ice removal	Tons
463 Anti-icing (Salt Brine)	Gallons
470 Pavement Markings	Line Miles
471 Specialty Markings	Each

* C.A. - Controlled-Access Highways

The following items are the responsibility of the Municipalities and are not eligible for State maintenance reimbursement:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or shoulder lines on non-C.A.*
3. Litter from right-of-way back of curbs or shoulder lines on non-C.A.*
4. Storm drainage
5. Traffic control signs and signals
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or shoulders on non-C.A.

* C.A. - Controlled-Access Highways

NOTE:

1. Major resurfacing when generally required will be performed by the Tennessee Department of Transportation as a construction project, in accordance with a program developed after consultation with the municipalities.
2. The Department of Transportation will furnish and maintain route markers through the Municipalities.
3. The Department of Transportation assumes responsibility for maintaining everything inside the right-of-way fences on the Interstate System of Defense Highways with its own forces, except lighting systems.
(Chapter 54-5-206, Tennessee Code Annotated.)
Rev. 5-11-04

GUIDELINES COVERING MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The eligible litter removal activities on controlled-access state highways and grass medians only on non-controlled-access state highways will be calculated, by (12) cycles, by the price per mile as described below:

Litter removal on non-controlled-access highways 1 pass mile median only

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$50.00	

Litter removal on controlled-access highways 2 pass mile no median

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$100.00	

Litter removal on controlled-access highways 3 pass mile with median

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$150.00	

The eligible grass control activities on controlled-access state highways and medians only on non-controlled-access state highways will be calculated, by number of acres, by (6) cycles, by the average state contract price of \$45.00 per acre on state highways:

State Highways

no. of acres	by	no. of cycles	by	amount per acre	Total
		6		\$45.00	

Note: The eligible grass control activities and the eligible litter removal activities will be invoiced for reimbursement by the cycle.

CITY OF OAK RIDGE
 MAXIMUM ALLOWABLE EQUIPMENT RATES
 2009-2010 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
01	SEDAN, POLICE OR FULL SIZE	12.00	HR
02	TRUCK, PICKUP	11.00	HR
03	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
05	TRUCK, W/SALT SPREADER & SNOW PLOW UP TO 15,000 GVWR	18.00	HR
06	TRUCK, W/SALT SPREADER & SNOW PLOW 4X4 UP TO 15,000 GVWR	20.00	HR
07	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 15,000 UP TO 23,000 GVWR	28.00	HR
08	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 23,000 UP TO 33,500 GVWR	37.00	HR
09	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 33,500 GVWR	48.00	HR
10	TRUCK, UTILITY/SERVICE BODY	14.00	HR
11	TRUCK, DUMP UP TO 15,000 GVWR	15.00	HR
12	TRUCK, DUMP OVER 15,000 UP TO 23,000 GVWR	24.00	HR
13	TRUCK, DUMP OVER 23,000 UP TO 33,500 GVWR	30.00	HR
14	TRUCK, DUMP TANDEM AXLE OVER 33,500 GVWR	40.00	HR
15	TRUCK, STAKE OR FLATBED UP TO 12,500 GVWR	12.00	HR
16	TRUCK, STAKE OR FLATBED OVER 12,500 UP TO 20,500 GVWR	15.00	HR
17	TRUCK, STAKE OR FLATBED OVER 20,500 UP TO 32,500 GVWR	20.00	HR
18	TRUCK, FLATBED OVER 32,500 GVWR	28.50	HR
19	TRUCK, TRACTOR SINGLE AXLE	22.80	HR
20	TRUCK, TRACTOR TANDEM AXLE	28.50	HR
21	TRUCK, WRECKER SINGLE AXLE	21.00	HR
22	TRUCK, WRECKER TANDEM AXLE	30.25	HR
23	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	50.00	HR
24	TRUCK, W/SWEEPER OR SELF-PROPELLED UP TO 3 CU. YD. CAPACITY	32.50	HR
25	TRUCK, W/SWEEPER OR SELF-PROPELLED OVER 3 CU. YD. CAPACITY	48.00	HR
26	TRUCK, W/STREET FLUSHER	32.50	HR
27	TRUCK, CRANE	26.00	HR
28	TRUCK, REFUSE COLLECTION	32.50	HR
29	TRACTOR, W/SWEEPER	18.50	HR
30	TRACTOR, W/DITCHER	25.33	HR
31	TRACTOR, W/AUGER	13.00	HR
32	TRACTOR, W/GRADER BLADE	13.00	HR
33	TRACTOR, W/CONCRETE BREAKER (HYDRA-HAMMER)	22.00	HR
34	TRACTOR, WHEEL UP TO 56 HP	15.00	HR
35	TRACTOR, WHEEL OVER 56 HP	20.00	HR
36	VACUUM MACHINE, LEAF LOADING	15.00	HR
37	CHAIN SAW, (COMMERCIAL TYPE)	7.92	HR
38	CHIPPER, BRUSH	20.00	HR
39	TRAILER, TILT	8.00	HR
40	TRAILER, PLATFORM OR GENERAL	10.00	HR
41	TRAILER, LOW BOY TANDEM	12.00	HR
42	TRAILER, DUMP TANDEM	13.00	HR

CITY OF OAK RIDGE
 MAXIMUM ALLOWABLE EQUIPMENT RATES
 2009-2010 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
43	JOINT & CRACK SEALING MACHINE	18.00	HR
44	ASPHALT RECLAIMER/RECYCLER MACHINE	32.70	HR
45	ASPHALT PATCHING MACHINE	42.00	HR
46	PAVER, ASPHALT SELF-PROPELLED (8 FT. BASIC PAVING WIDTH)	47.25	HR
47	PAVER, ASPHALT SELF-PROPELLED (OVER 8 FT. BASIC PAVING WIDTH)	65.00	HR
48	PAVER, ASPHALT PULL TYPE	18.00	HR
49	DISTRIBUTOR, ASPHALT TRUCK MOUNTED	26.00	HR
50	DISTRIBUTOR, ASPHALT PULL TYPE	18.00	HR
51	CHIP SPREADER MACHINE, AGGREGATE LARGE	35.00	HR
52	CHIP SPREADER, AGGREGATE TAILGATE TYPE	5.00	HR
53	DRAG BOX	3.00	HR
54	EXCAVATOR, TRUCK MOUNTED	44.50	HR
55	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. UP TO 1.5 CU. YD.	43.00	HR
56	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. OVER 1.5 CU. YD.	55.00	HR
57	DRAGLINES AND CRANES	60.00	HR
58	TRACTOR, CRAWLER (DOZER)	40.00	HR
59	MOTOR GRADER	32.00	HR
60	TRACTOR, W/BUCKET LOADER	21.50	HR
61	TRACTOR BACKHOE, W/FRONT END LOADER	33.95	HR
62	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	24.00	HR
63	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	29.65	HR
64	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	40.00	HR
65	LOADER, FRONT END TRACK TYPE	40.00	HR
66	LOADER, SKID-STEER	24.50	HR
67	PROFILER, MILLING MACHINE	215.00	HR
68	PLANER, COLD (BOBCAT) etc.	21.31	HR
69	PLANER, HEATER	28.12	HR
70	ROLLER, WALK BEHIND	5.50	HR
71	ROLLER, 1 TO 5 TONS	18.00	HR
72	ROLLER, OVER 5 TONS	25.90	HR
73	TAMPER, VIBRATOR	4.95	HR
74	GENERATOR, PORTABLE	7.00	HR
75	AIR COMPRESSOR, PORTABLE OR PULL TYPE UP TO 225 CFM RATING	15.00	HR
76	AIR COMPRESSOR, PORTABLE OR PULL TYPE OVER 225 CFM RATING	20.00	HR
77	WELDER, PORTABLE OR PULL TYPE	6.00	HR
78	PAVEMENT BREAKER (JACK HAMMER)	4.50	HR
79	TRENCH MACHINE (DITCH WITCH), etc.	12.00	HR
80	CONCRETE SAW	20.00	HR
81	CRACK BURNER, TORCH	2.00	HR
82	CRACK ROUTER	3.00	HR
83	WATER PUMP	5.00	HR
84	WATER TANK, PULL TYPE	8.35	HR

"EXHIBIT B"
CITY OF OAK RIDGE
MAXIMUM ALLOWABLE EQUIPMENT RATES
2009-2010 FISCAL YEAR

PAGE 4

LABOR RATES Beginning July 1, 2009 and ending June 30, 2010

Job Title Classification	Low Rate	High Rate
Maintenance Worker	\$ 12.29	\$ 18.43
Maintenance Mechanic	\$ 13.55	\$ 20.32
Utility Maintenance Specialist	\$ 16.46	\$ 24.69
Equipment Operations Specialist	\$ 14.94	\$ 22.40
Facilities Maintenance Specialist	\$ 16.46	\$ 24.69
Signs & Markings Specialist	\$ 16.46	\$ 24.69
Utility Line Maintenance Crew Chief	\$ 20.01	\$ 30.01
Street Maintenance Crew Chief	\$ 18.15	\$ 27.23
Temporary Laborer	\$ 11.71	\$ 17.57

Note: An overhead fee of 96% for fringe benefits and associated overhead will be applied to the above performance rates during the fiscal year for all employees other than Temporary Laborers.

Number _____

RESOLUTION

WHEREAS, the City of Oak Ridge has heretofore entered into one-year contracts with the State of Tennessee whereby the City performs and is reimbursed for maintenance on State highways located within the corporate city limits; and

WHEREAS, the State has proposed a contract for said maintenance activity for the period beginning July 1, 2009 through June 30, 2010, which proposal the City Manager recommends be approved.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into the attached contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance of prescribed sections of State routes within Oak Ridge during the period of July 1, 2009 through June 30, 2010, for the considerations set out in said contract prepared by the State and presented to the City for execution.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

CITY CLERK MEMORANDUM
09-44

DATE: June 11, 2009

TO: Honorable Mayor and Members of City Council

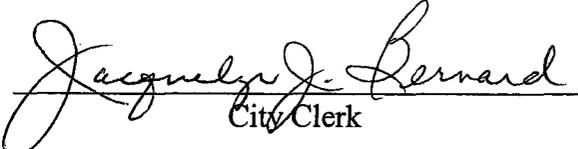
FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: CITY MANAGER EVALUATION COMMITTEE REPLACEMENT

The Council's contract with the City Manager provides that performance evaluations shall be conducted on an annual basis by July 31st of each year for the previous fiscal year. It is time to begin the evaluation process.

The FY 2009 City Manager Evaluation Committee, appointed on August 18, 2008, was composed of Councilman Willie Golden, Jr., as Chair, and Council members Tom Hayes and David Mosby. The Mayor has agreed to replace Councilman Golden and serve as the Committee Chair for this evaluation period. As you know, this means that he will rotate off the committee when the evaluation is complete, and Councilman Hayes will assume the chairmanship for the next evaluation period.

The Mayor asks for your confirmation of him as Chair of the FY 2009 City Manager Evaluation Committee.


City Clerk

CITY COUNCIL MEMORANDUM
09-19

DATE: June 9, 2009

TO: Honorable Mayor and Members of City Council

FROM: James R. O'Connor, City Manager

SUBJECT: CONFIRMATION OF NOMINATION BY ORUD
BOARD OF COMMISSIONERS

The attached communication from the Board of Commissioners of the Oak Ridge Utility District (ORUD) nominates Alan L. Liby to succeed himself as a Commissioner of the Oak Ridge Utility District and petitions City Council to confirm his nomination. I met with the ORUD Board of Commissioners on May 27, 2009, and join with them in recommending the reappointment of Mr. Charles for a five-year term ending June 30, 2014.



James R. O'Connor

Attachment

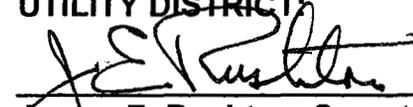
**TO THE HONORABLE MAYOR AND CITY COUNCIL
OF OAK RIDGE, TENNESSEE**

1. That, by Chapter 503 of the 1951 Private Acts of Tennessee, there was created a municipal corporation designated as "Oak Ridge Utility District,"
2. That, by Section 3 of said Chapter 503, as amended, and by petitions for appointments by the Board of Commissioners of Oak Ridge Utility District and the City Manager of the City of Oak Ridge, having been confirmed by the City Council of the City of Oak Ridge as follows:
 - a. On June 30, 2004, the term of Alan L. Liby expired, and he was duly nominated and re-appointed to a five-year term from July 1, 2004 to June 30, 2009.
 - b. On June 30, 2005, the term of Dr. Thomas L. Clary, III expired, and he was duly nominated and re-appointed to a five-year term from July 1, 2005 to expiring June 30, 2010.
 - c. On June 30, 2006, the term of James E. Rushton expired, and he was duly nominated and re-appointed to a five-year term from July 1, 2006 to June 30, 2011.
 - d. On June 30, 2007, the term of Nancy B. Stanley expired, and she was duly nominated and re-appointed to a five-year term from July 1, 2007 to June 30, 2012.
 - e. On June 30, 2008, the term of James W. Charles, III, expired, and he was duly nominated and re-appointed to a five-year term from July 1, 2008 to June 30, 2013.
3. That, as heretofore stated, on June 30, 2009, the term of Alan L. Liby expires, thereby creating a vacancy in the membership of the Board of Commissioners of Oak Ridge Utility District.
4. That Section 3 of said Chapter 503, as amended, provides that whenever a vacancy occurs, a successor shall be nominated by a majority vote of the remaining members of the Board of Commissioners and the City Manager, then the name of the person so nominated shall be submitted to the City Council of Oak Ridge, Tennessee, for confirmation and within twenty days from the submission of such name to such City Council, the City Council shall act upon the nomination and advise the District thereof.
5. That Alan L. Liby, of Oak Ridge, Tennessee, has been nominated to fill the vacancy created by the expiration of his current term, beginning July 1, 2009 and expiring on June 30, 2014, such nomination being made by a majority vote of the remaining members of the Board of Commissioners of Oak Ridge Utility District and the City Manager of Oak Ridge, Tennessee, as evidenced by the Resolution attached hereto.

Wherefore, the undersigned Petitioners pray that Oak Ridge City Council confirm the nomination of Alan L. Liby as Commissioner of the Oak Ridge Utility District to serve a five-year term beginning July 1, 2009 and ending June 30, 2014, as authorized by Chapter 503 of the 1951 Private Acts of Tennessee.

RESPECTFULLY SUBMITTED THIS 27 DAY OF May, 2009,

BOARD OF COMMISSIONERS OF OAK RIDGE
UTILITY DISTRICT:

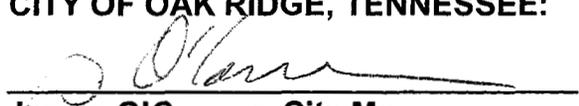

James E. Rushton, Secretary


Dr. Thomas L. Clary, III, Member


Nancy B. Stanley, Member


James W. Charles, III, Member

CITY OF OAK RIDGE, TENNESSEE:

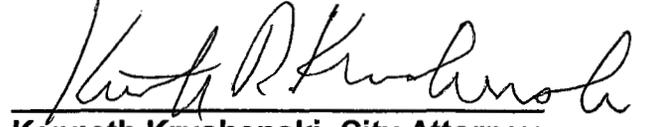

James O'Connor, City Manager

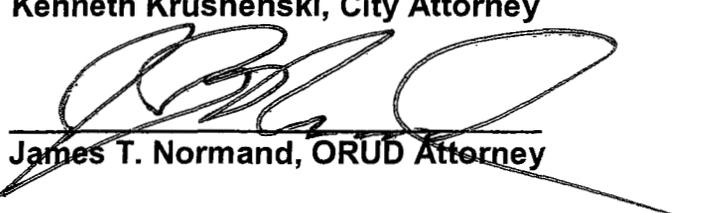
APPROVED BY OAK RIDGE CITY COUNCIL
THE _____ DAY of _____ 2009,

MAYOR

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:


Kenneth Krushenski, City Attorney


James T. Normand, ORUD Attorney

MEMORANDUM

DATE: June 9, 2009

TO: Fellow Members of City Council

FROM: FY 2008 Audit Committee
Councilman L. Charles Hensley, Chair
Councilwoman D. Jane Miller
Councilwoman Ellen D. Smith

SUBJECT: REVIEW OF FY 2008 AUDIT

City Council's Audit Committee met on June 8, 2009 to review the audit of the City's accounts and funds that was conducted by Pugh & Company, P.C., the firm of certified public accountants engaged by the Council for this purpose. Present at the meeting were Mr. A. Ted Hotz, Vice President of Pugh & Company and Ms. Cindy Pectol, the Audit Manager; the three members of the Audit Committee, the City Manager, the Deputy City Manager, the City's Finance Director, and the City Clerk.

Two audit-related reports were reviewed: the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended June 30, 2008 and the Report on Policies, Management Guidelines and Procedures Placed in Operation, and Tests of Operating Effectiveness for the Period from July 1, 2007 to June 30, 2008 for the City's Electric Department. These reports have been distributed to the Council. Two additional letters provided by the auditors are attached to this memorandum, one containing observations and suggestions they believe will help improve the effectiveness and quality of the operations of the City and the other containing additional information related to their audit. In the second letter, under "Management Representations" the referenced "management representation letter" is the letter dated February 27, 2009 that appears in the *Introductory Section* of the CAFR, and the reference to an attached schedule under "Corrected and Uncorrected Misstatements" refers to the attached "Summary of Audit Differences." The Finance Director explained that this "balance sheet misstatement" is related to additional depreciation expense associated with the City's west end acquisitions and its effect is immaterial.

This is the third year that additional audit procedures were conducted in connection with the City's Electric Department. These additional procedures were requested and paid for by the Tennessee Valley Authority. In discussing the report related to this audit, Mr. Hotz clarified that these results are not uncommon; in fact, TVA has found similar problems system-wide with most being much greater in scope than those found in the City of Oak Ridge. The Deputy City Manager again commented on the need for acquisition and development of new computer systems. He noted that conversion of the City's major software and hardware systems is an expensive process, and it is planned to schedule a work session with City Council in the near future to review the needs and related expenditures.

At the conclusion of the CAFR review, Mr. Hotz characterized his firm's presentation of the audit as a "clean opinion report." The City once again qualified as a "low-risk auditee" and Management responded satisfactorily with a "Corrective Action Plan" to address the findings related to the audit.

At this same meeting, the Audit Committee also considered the option for renewal of the contract with Pugh & Company, P.C., for the fiscal year ending June 30, 2009. Its recommendation in this regard will be found later in the agenda under Bids and Contracts.

REVIEW OF FY 2008 AUDIT
June 9, 2009
Page 2

The Audit Committee unanimously recommends acceptance of the Comprehensive Annual Financial Report, City of Oak Ridge, Tennessee, for the Fiscal Year Ended June 30, 2008 and the Report on Policies, Management Guidelines and Procedures Placed in Operation, and Tests of Operating Effectiveness for the Period from July 1, 2007 to June 30, 2008 for the City's Electric Department.



L. Charles Hensley

Attachments

PUGH & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

WILL J. PUGH, CPA
RONNIE G. CATE, CPA
C. LARRY ELMORE, CPA
W. JAMES PUGH, JR., CPA
DANIEL C. FRANKLIN, CPA
JAMES H. JONES, CPA
LISA W. HILL, CPA
SUSAN R. FOARD, CPA
ANDREW R. HARPER, CPA
R.E. FOUST, CPA
A. TED HOTZ, CPA

HOME FEDERAL PLAZA - SUITE 200
315 NORTH CEDAR BLUFF ROAD
KNOXVILLE, TENNESSEE 37923

P.O. BOX 31409
KNOXVILLE, TENNESSEE 37930-1409

865-769-0660 800-332-7021
TELECOPIER 865-769-1660

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TENNESSEE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

Council Members
The City of Oak Ridge
Oak Ridge, Tennessee

During our audit of the financial statements of the City of Oak Ridge, (the "City") for the year ended June 30, 2008, certain matters came to our attention that we have listed below. These are observations and suggestions we believe will help improve the effectiveness and quality of the operations of the City.

Segregation of Duties

The Auditing Standards Board issued new auditing standards which were in effect for the year just audited. As a result of those new standards, we performed additional procedures related to gaining a better understanding of the internal controls over key transaction cycles. Those procedures highlighted one area of concern regarding the segregation of duties.

A potential weakness in the segregation of duties is related to the Materials Manager position. This position has access to the master vendor file to make changes and add new vendors. The manager also has the ability to authorize and prepare checks for disbursement. A strong internal control would separate these two functions to help prevent the addition of fictitious vendors and ultimately unauthorized disbursements.

Controls over the Information System - Electric Services

We were engaged to examine the controls related to the end-use billing process of power purchased from the Tennessee Valley Authority, and we issued our report on August 29, 2008. In relation to that examination, we noted several points related to the controls over the computer system that we would like to reiterate in this letter.

- The Information Security Policy does not adequately restrict access to system resources in the end-use billing system. In particular, password complexity and history constraints, and active screensaver controls are not being utilized to restrict system access and provide security for the data.
- Controls over the source code of the billing system need to be improved in that individuals have access to the code with no oversight.

Pugh & Company, P.C.

Certified Public Accountants
February 27, 2009

PUGH & COMPANY, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

WILL J. PUGH, CPA
RONNIE G. CATE, CPA
C. LARRY ELMORE, CPA
W. JAMES PUGH, JR., CPA
DANIEL C. FRANKLIN, CPA
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MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TENNESSEE SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

To the City Council Members of the
City of Oak Ridge, Tennessee

We have audited the financial statements of the governmental activities, the business-type activities, the Convention and Visitors Bureau, a discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Oak Ridge, Tennessee (the "City") for the year ended June 20, 2008, and have issued our report thereon dated February 27, 2009. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and OMB Circular A-133

As stated in our engagement letter dated May 22, 2008, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

As part of obtaining reasonable assurance about whether City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with OMB Circular A-133, we examined, on a test basis, evidence about City's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement" applicable to each of its major federal programs for the purpose of expressing an opinion on City's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on City's compliance with those requirements.

Planned Scope and Timing of the Audit

We performed the audit according to the audit approach previously communicated to you in our meeting about planning matters on October 8, 2008.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. We believe management has selected appropriate accounting policies. No new accounting policies were adopted and the application of existing policies was not changed during 2008. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the allowance for bad debt is based on historical property tax revenues, historical collection percentages, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Note 1 – Summary of Significant Accounting Policies
- Note 4 – Retirement Plan
- Note 9 – Deposits and Investments
- Note 13 – Capital Assets
- Note 14 – Long-Term Liabilities
- Note 17 – Commitments

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the attached management representation letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We have also issued an independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards, dated February 27, 2009.

This information is intended solely for the use of Council members and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Pugh & Company, P.C.

Certified Public Accountants

February 27, 2009

CITY OF OAK RIDGE, TENNESSEE
SUMMARY OF AUDIT DIFFERENCES
Year Ended June 30, 2008

BALANCE SHEET MISSTATEMENTS (INCLUDING RECLASSIFICATIONS):

To record additional depreciation expense	\$	25,408
---	----	--------

Over (Under)
Statement

BALANCE SHEET EFFECT:

Total Assets	\$	25,408
Net Assets	\$	25,408

June 8, 2009

Honorable Mayor and Members of City Council
P.O. Box 1
Oak Ridge, TN 37831

Dear Council Members,

The City Youth Advisory Board will be presenting our State of the Youth Address at the June 22nd, 2009 meeting of the Oak Ridge City Council. I have included a copy of the 2008-2009 YAB Goals and a brief outline for the City Council Agenda packet.

If you have any questions or concerns please give me a call at 220-9201 or you can email me at smullane7@comcast.net.

Thank you for your time and attention.

Shannon Mullane
Chairman of the City Youth Advisory Board

2008-2009 YAB Goals and Objectives

1. **Sponsor at least five recreational activities**
 1. Battle of the Bands – April 24, 2009
 2. Graduation Celebration – June 4th, 2009
 3. Breakfast with Santa – December 6th, 2008
 4. Disc Golf Tournament for Teens – January 17, 2009
 5. Sr. Divison Dodgeball Tournament – March 7, 2009

2. **Sponsor four recreational activities focusing on middle school students**
 1. Jr. Divison Dodgeball Tournament – March 7, 2009
 2. Halloween Party Jr. High Room - October 23, 2008
 3. Secret City Video Game Tent – June 19-20, 2009
 4. Pride Parties and Recognition - Monthly

3. **Sponsor at least three educational sessions**
 1. Kid of the Month – Boys and Girls Club, Girls Inc.
 2. CPR and First Aid for Teens – March 28, 2009
 3. CPR and First Aid for Youth Organizations – March 28, 2009
 4. TWA Boating/Jetski Certification Class for Minors
 5. Earth Day Booth – Promote Recycling – April 25, 2009

4. **Offer at least five community volunteer services**
 1. Halloween Party – October 23rd, 2008
 2. Angel Tree – December 2008
 3. Recycling program - Ongoing
 4. City Easter Egg Hunt – April 2009
 5. Global Gear Drive for the National Alliance for Youth Sports – December 31, 2008

5. **Increase communication with members of the ORHS Student Council and Faculty**
 1. Attend Monthly Student Council Meetings
 2. Communicate with Student Affairs Office

6. **Increase Public's awareness of YAB programs**
 1. City website updates
 2. Facebook and Myspace webpages for YAB Events – updated weekly
 3. News Releases to papers and school bulletins

7. **Increase communication and participation within the Board**
 1. YAB Leadership Trip to Nashville
 2. Focus on attendance at meetings and events

8. **Increase communication with City Council**
 1. State of the Youth Address – October 6th, 2008 Work Session
 2. Community Relations Committee – attend Council meetings

City of Oak Ridge Youth Advisory Board

2009 State of the Youth Address

Outline

City Youth Advisory Board

- History/Purpose
- 2008-2009 YAB Goals
- Successes/Improvements needed

Youth Voice

- Survey of Students
- Student Perception of Oak Ridge
- Future vision for Oak Ridge

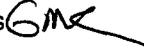
2009-2010 Youth Advisory Board

- New term begins August 1st, 2009

PUBLIC WORKS MEMORANDUM
09-25

DATE: June 9, 2009

TO: James R. O'Connor, City Manager

THROUGH: Gary M. Cinder, P.E., Director of Public Works 

FROM: Steven R. Byrd, P.E., City Engineer

SUBJECT: **State Route 95 (Oak Ridge Turnpike) Speed Limit Reduction**

The accompanying Ordinance authorizes approval to reduce the current 55 mph speed limit to 45 mph along State Route 95 from Westover Drive to a point 200 feet west of the west Rarity Oaks Parkway access, a distance of 1.21 miles.

Under Tennessee Code Annotated Section 55-8-153 Establishment of Speed Zones, municipalities possess the power to prescribe lower speed limits on highways designated as state highways in their respective jurisdictions when, on the basis of an engineering and traffic investigation, it is shown that the public safety requires a lower speed limit. At the request of the City Manager, the Public Works Engineering Division completed an engineering investigation on the State Route 95 roadway section of concern. The elements of review and results are provided.

Consider road characteristics, shoulder condition, grade, alignment and sight distance. A portion of the roadway section is approaching the current construction project. There is one narrow bridge with very narrow shoulders. The width of the existing wide shoulders is significantly reduced at locations where exclusive left-turn lanes have been constructed. Alignment and sight distance is generally good. Pedestrian traffic is very low and there is some bicycle traffic that use the shoulder.

Evaluate the number of existing intersections, their geometric design and service area. There are five street intersections within the roadway section, Gates Lane, Wisconsin Avenue, Sweetgum Lane, Southwood Lane and Rarity Oaks Parkway. These intersections serve residential areas with high number of existing or proposed dwelling units.

Evaluate the number of existing traffic lanes. There is one through traffic lane in each direction along the roadway section. An exclusive left-turn storage lane exists for the Wisconsin Avenue, Sweetgum Lane and Southwood Lane/Rarity Oaks Parkway intersections. It is desirable to reduce the vehicle speeds in the area of these turn lanes. Observations at the Wisconsin Avenue intersection revealed that vehicles traveling westbound significantly encroach upon the eastbound left-turn storage lane when westbound vehicles are turning right onto Wisconsin Avenue.

Conduct multiple driving trips through the roadway section to determine a comfortable driving speed during non-peak traffic hours. After multiple trips, a speed in the range of 45 mph to 50 mph was felt to be a comfortable driving speed along the roadway section.

Discuss with the Tennessee Department of Transportation (TDOT) the design, bid letting and recommended posted speed limit along the roadway section that will be included in the next State Route 95 construction phase. The bid letting for the project from Westover Drive to the State Route 95/58 interchange is tentatively scheduled for fall 2009. TDOT advised that the present design is to post a 45 mph speed limit from Westover Drive to west of the Southwood Subdivision. Included within this roadway section is a transition from a four-lane divided roadway just east of Westover Drive to a five-lane section at the historical DOE guard stations, then back to a four-lane divided highway in the area of the Southwood Subdivision.

Based on the information obtained by the engineering investigation and the State's proposal to post a 45 mph speed zone after the future construction project is completed, it is staff's recommendation that the current 55 mph speed limit be reduced to 45 mph along the 1.21 mile roadway section of State Route 95 from Westover Drive to a point 200 feet west of the west Rarity Oaks Parkway access. The eastern limit of this new speed zone section will tie to the reduced construction speed limit zone that was recently approved by City Council in August 2008. The Police Department has reviewed and agrees with the recommendation to reduce the speed limit to 45 mph.

During the review of the current Ordinance on speed limits, two roadway sections were identified as areas that needed to be slightly amended. The Oak Ridge Turnpike section from State Route 61 to the L&N Railroad underpass that was previously annexed needed to be incorporated into the 55 mph Ordinance section. The second Turnpike area that needed to be "cleaned up" is an approximate 1,000 feet section just west of Westover Drive, which was not identified in any speed zone section. This area is now included in the new proposed 45 mph speed zone section.

Staff recommends approval of the enclosed Ordinance.



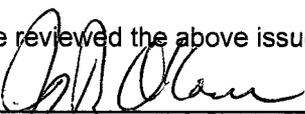
Steven R. Byrd

ks

pc: David Beams, Police Chief

City Manager's Comments:

I have reviewed the above issue and recommend council action as outlined in this document.



James R. O'Connor



Date

TITLE

AN ORDINANCE TO AMEND TITLE 15, TITLED "MOTOR VEHICLES, TRAFFIC AND PARKING," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY AMENDING SECTION 15-507, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY-FIVE MILES PER HOUR," SUBSECTION (4) AND SECTION 15-509, TITLED "MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FIFTY-FIVE MILES PER HOUR," SUBSECTION (4), TO LOWER THE SPEED LIMIT ALONG A 1.21 MILE PORTION OF THE OAK RIDGE TURNPIKE (STATE ROUTE 95) FROM FIFTY-FIVE MILES PER HOUR TO FORTY-FIVE MILES PER HOUR.

WHEREAS, the Code of Ordinances, City of Oak Ridge, Tennessee, specifies a maximum speed limit for all roads, streets and lanes open to public travel within the city limits; and

WHEREAS, the Oak Ridge Turnpike is a state route (State Route 95) with speed limits ranging from 35 miles per hour to 55 miles per hour; and

WHEREAS, pursuant to Tennessee Code Annotated, the City may lower the speed limit on a state route when, on the basis of an engineering and traffic investigation, it is shown that the public safety requires a lower speed limit; and

WHEREAS, the City Engineer has conducted an engineering and traffic investigation along a 1.21 mile portion of the Oak Ridge Turnpike from Westover Drive to a point 200 feet west of the west Rarity Oaks Parkway access and recommends a speed limit reduction from 55 miles per hour to 45 miles per hour for public safety.

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

Section 1. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-507, titled "Maximum speed limits on specific streets – forty-five miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting subsection (4) in its entirety and substituting therefor a new subsection (4) which shall read as follows:

Sec. 15-507. Maximum speed limits on specific streets – forty-five miles per hour.

- (4) Oak Ridge Turnpike between the L & N Railroad underpass and a point three hundred (300) feet east of Georgia Avenue; from Illinois Avenue west to a point two hundred (200) feet west of the west Rarity Oaks Parkway access; and from a point twenty-eight hundred (2800) feet west of Blair Road to a point eight thousand (8,000) feet west of Blair Road.

Section 2. Title 15, titled "Motor Vehicles, Traffic and Parking," Chapter 5, titled "Speed Regulations," Section 15-509, titled "Maximum speed limits on specific streets – fifty-five miles per hour," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting subsection (4) in its entirety and substituting therefor a new subsection (4) which shall read as follows:

Sec. 15-509. Maximum speed limits on specific streets – fifty-five miles per hour.

- (4) Oak Ridge Turnpike from State Route 61 to the L & N Railroad underpass; and from a point two hundred (200) feet west of the west Rarity Oaks Parkway access to a point twenty-eight hundred (2,800) feet west of Blair Road; and from a point eight thousand (8,000) feet west of Blair Road to Bear Creek Road at Gallaher Bridge.

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

**FINANCE DEPARTMENT MEMORANDUM
09-03**

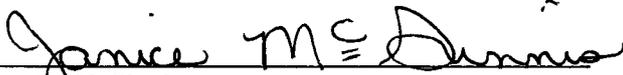
DATE: May 7, 2009
TO: James R. O'Connor, City Manager
THROUGH: Steven W. Jenkins, Deputy City Manager 
FROM: Janice E. McGinnis, Finance Director
SUBJECT: Fiscal 2009 Budget Appropriation Amendment

The fiscal 2009 budgeted appropriation for the Solid Waste Fund requires an increase due to higher than budgeted costs for fuel surcharges and to allow for expenditures related to the new recycle program adopted by City Council on November 17, 2008. The amendment increases the budgeted appropriation for the Solid Waste Fund to \$2,250,000, a \$210,800 increase over the appropriation of \$2,039,200 adopted by City Council in ordinance number 21-08 on May 19, 2008. The amendment to the ordinance is necessary for total Solid Waste Fund expenditures to fall within the legal budget appropriation. The primary expenditures for the Solid Waste Fund are to Waste Connections, who is the City's contractor to perform the weekly residential refuse and recycle collection and the annual collection of household items and brush.

The new recycle program, which began service in the spring of this year, increased the monthly household cost the City pays Waste Connection for recycle by \$2. The refuse fee to residential customers was increased by the same amount. While the City has paid a fuel surcharge to Waste Connections for several years, the budget did not anticipate the unprecedented spike in fuel costs that occurred during 2008. For the first six months of fiscal 2009, the fuel surcharge was \$91,598. Since that time, the monthly fuel surcharge has dropped from these levels reflecting the decline in vehicle fuel costs.

The expenditures of the Solid Waste Fund are financed by the \$7 monthly residential refuse collection fee and operating transfers from the General Fund. The operating transfer from the General Fund only finances actual expenditure levels. The Solid Waste Fund does not maintain a fund balance.

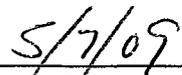
Staff recommends approval of the attached ordinance amendment.


Janice McGinnis

City Manager's Comments:

I have reviewed the above issue and recommend council action as outlined in this document.


James R. O'Connor


Date

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 21-08, AS AMENDED, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXES THE RATE OF THE TAX, ADOPTS A BUDGET, AND ADOPTS APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2008, BY AMENDING SAID APPROPRIATIONS.

WHEREAS, there exists a need to amend the original appropriations for Fiscal Year 2009 and for the accomplishment of the same, a public hearing has been held before the City Council after five (5) days' notice thereof published in The Oak Ridger, the official newspaper, as provided by law; and

WHEREAS, the City Manager has certified in writing that a sufficient amount of unappropriated revenue will be available for the needed amendment.

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

Section 1. Ordinance No. 21-08, which adopts appropriations for Fiscal Year 2009, is hereby amended by revising Section 3 so that the same, as revised, will read as follows:

Section 3. In accordance with Article V, Section 14, of the Charter of the City of Oak Ridge, the following amounts shall be and hereby are adopted as appropriations by funds for the operation of the City of Oak Ridge, Tennessee, for Fiscal Year 2008:

General Fund, Municipal Operations	\$18,064,507
Debt Service (Bond and Interest Redemption Fund)	9,400,000
State Street Aid Fund	1,403,470
Streets and Public Transportation Fund	263,000
Drug Enforcement Program Fund	300,000
Grant Fund	4,168,000
General Purpose School Fund	51,039,940
Golf Course Fund	1,395,000
Capital Projects Fund	19,315,000
Solid Waste Fund	2,250,000
Economic Diversification Fund	2,530,000
West End Fund	2,750,000

Section 2. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

Public Hearing: 5/18/09
First Reading: 5/18/09
Publication Date: 5/25/09
Second Reading: _____
Publication Date: _____
Effective Date: _____

PERSONNEL MEMORANDUM

09-069

June 9, 2009

TO: James R. O'Connor, City Manager
THROUGH: Steven W. Jenkins, Deputy City Manager 
FROM: Penelope H. Sissom, Personnel Director
SUBJECT: REVISED SALARY SCHEDULE

The accompanying Resolution provides for a revised Salary Schedule for City employees effective with the pay period beginning July 12, 2009.

This Salary Schedule reflects the recommendation of the Employee Advisory Group who worked with City staff and the City's personnel consultant. The compensation plan is based primarily on the market rate for each position. The Salary Schedule is a pay range structure with five percent (5%) between ranges and a fifty percent (50%) spread from minimum to maximum of each pay grade. The pay ranges are open ranges with no formal steps. In order to keep relative equity with the prevailing labor market, the revised Salary Schedule will increase both the minimum and maximum of each pay grade by approximately one percent (1%).

Implementation of the revised Salary Schedule will provide at least a one percent (1%) increase for all City employees except the City Manager, the City Attorney, the City Judge and the members of City Council.

Funds for implementation of the revised Salary Schedule are included in the FY 2010 Budget.

In accordance with Article 5, Subsection 5.2a of the Personnel Plan for Employees of the City of Oak Ridge (Ordinance No. 27-85), approval by City Council of the attached resolution is required in order to implement the revised Salary Schedule.

Staff recommends approval of the attached resolution as submitted.

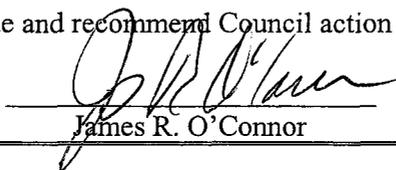
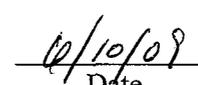


Penelope H. Sissom

Attachment

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.


James R. O'Connor
Date

City Of Oak Ridge Pay Grades and Ranges

Effective July 12, 2009

Grade	MINIMUM		MAXIMUM	
	Annual	Hourly	Annual	Hourly
1	\$15,412.80	\$7.41	\$23,088.00	\$11.10
2	\$16,161.60	\$7.77	\$24,252.80	\$11.66
3	\$16,972.80	\$8.16	\$25,459.20	\$12.24
4	\$17,825.60	\$8.57	\$26,728.00	\$12.85
5	\$18,699.20	\$8.99	\$28,080.00	\$13.50
6	\$19,656.00	\$9.45	\$29,473.60	\$14.17
7	\$20,633.60	\$9.92	\$30,929.60	\$14.87
8	\$21,673.60	\$10.42	\$32,489.60	\$15.62
9	\$22,734.40	\$10.93	\$34,112.00	\$16.40
10	\$23,899.20	\$11.49	\$35,817.60	\$17.22
11	\$25,064.00	\$12.05	\$37,585.60	\$18.07
12	\$26,332.80	\$12.66	\$39,478.40	\$18.98
13	\$27,664.00	\$13.30	\$41,454.40	\$19.93
14	\$29,016.00	\$13.95	\$43,513.60	\$20.92
15	\$30,472.00	\$14.65	\$45,697.60	\$21.97
16	\$32,011.20	\$15.39	\$47,964.80	\$23.06
17	\$33,571.20	\$16.14	\$50,356.80	\$24.21
18	\$35,256.00	\$16.95	\$52,894.40	\$25.43
19	\$37,024.00	\$17.80	\$55,556.80	\$26.71
20	\$38,896.00	\$18.70	\$58,302.40	\$28.03
21	\$40,830.40	\$19.63	\$61,235.20	\$29.44
22	\$42,868.80	\$20.61	\$64,292.80	\$30.91
23	\$45,011.20	\$21.64	\$67,496.00	\$32.45
24	\$47,257.60	\$22.72	\$70,865.60	\$34.07
25	\$49,628.80	\$23.86	\$74,422.40	\$35.78
26	\$52,083.20	\$25.04	\$78,124.80	\$37.56
27	\$54,704.00	\$26.30	\$82,056.00	\$39.45
28	\$57,449.60	\$27.62	\$86,132.80	\$41.41
29	\$60,299.20	\$28.99	\$90,459.20	\$43.49
30	\$63,315.20	\$30.44	\$94,972.80	\$45.66
31	\$66,476.80	\$31.96	\$99,694.40	\$47.93
32	\$69,804.80	\$33.56	\$104,686.40	\$50.33
33	\$73,278.40	\$35.23	\$109,928.00	\$52.85
34	\$76,960.00	\$37.00	\$115,419.20	\$55.49
35	\$80,808.00	\$38.85	\$121,201.60	\$58.27
36	\$84,843.20	\$40.79	\$127,233.60	\$61.17
37	\$89,086.40	\$42.83	\$133,598.40	\$64.23
38	\$93,537.60	\$44.97	\$140,296.00	\$67.45
39	\$98,217.60	\$47.22	\$147,326.40	\$70.83
40	\$103,126.40	\$49.58	\$154,668.80	\$74.36

City Of Oak Ridge Pay Grades and Ranges

Effective July 12, 2009 - Station-Based Fire Employees

Grade		Minimum		Maximum	
		Annual	Hourly	Annual	Hourly
16	No Supplement	\$32,002.88	\$10.99	\$47,960.64	\$16.47
Fire Fighter-Trainee	EMT	\$32,323.20	\$11.10	\$48,280.96	\$16.58
	Paramedic	\$32,905.60	\$11.30	\$48,863.36	\$16.78
17	No Supplement	\$33,575.36	\$11.53	\$50,377.60	\$17.30
Fire Fighter/Engineer	EMT	\$33,895.68	\$11.64	\$50,697.92	\$17.41
	Paramedic	\$34,478.08	\$11.84	\$51,280.32	\$17.61
21	No Supplement	\$40,855.36	\$14.03	\$61,239.36	\$21.03
Fire Captain	EMT	\$41,175.68	\$14.14	\$61,559.68	\$21.14
	Paramedic	\$41,758.08	\$14.34	\$62,142.08	\$21.34
25	No Supplement	\$49,649.60	\$17.05	\$74,430.72	\$25.56
Battillion Chief	EMT	\$49,969.92	\$17.16	\$74,751.04	\$25.67
	Paramedic	\$50,552.32	\$17.36	\$75,333.44	\$25.87

The City pays on a biweekly basis and there are normally twenty-six (26) pay periods per fiscal year.

The annual rate for Fire Department shift positions shall be divided by 2,912 hours and rounded up to the nearest whole cent to determine the regular hourly rate. In addition, Fire Department station-based shift employees, from Firefighter Trainee to Battalion Chief, who have the following certifications that are not a normal requirement of the job will receive the supplemental pay as indicated below:

Emergency Medical Technician- \$ 300 per year or 11 cents per hour

OR

Paramedic - \$ 900 per year or 31 cents per hour.

The annual rate for all other positions shall be divided by 2,080 hours and rounded up to the nearest whole cent to determine the regular hourly rate.

RESOLUTION

WHEREAS, the Employee Advisory Group, with the assistance of City staff, was charged with reviewing the compensation plan for City employees; and

WHEREAS, on March 25, 2009 the Employee Advisory Group recommended to the City Manager that, in order to keep up with prevailing market changes, the compensation plan should be adjusted by one percent (1%); and

WHEREAS, Article 5, Subsection 5.2a of the Personnel Plan for Employees of the City of Oak Ridge, Tennessee (Ordinance No. 27-85) specifies that the pay of City employees shall be based on the schedule as adopted by City Council by resolution; and

WHEREAS, implementation of this revised salary schedule will provide for at least a one percent (1%) increase for all City employees; and

WHEREAS, the FY 2010 Budget has sufficient funds to implement the revised salary schedule; and

WHEREAS, the City Manager recommends approval of the revised salary schedule that incorporates the recommendations of the Employee Advisory Group and City staff.

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

That the recommendation of the City Manager is approved and the attached salary schedule is hereby adopted with implementation to be effective with the pay period beginning July 12, 2009.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

LEGAL MEMORANDUM
09-25

DATE: June 9, 2009
TO: Honorable Mayor and Members of city Council
FROM: Kenneth R. Krushenski, City Attorney
SUBJECT: CERTIFICATE OF GOOD MORAL CHARACTER –
MARK DAWN

The accompanying resolution is presented for City Council's consideration. State statute requires that as a condition for any club seeking a license to sell alcoholic beverages for consumption on the premises, the person in the actual charge of the sale of alcoholic beverages shall submit to the state a certificate stating that he is of good moral character.

A request for a Certificate of Good Moral Character for Mark Dawn, Elks Lodge No. 1684, has been submitted and a notice has been published in The Oak Ridger advising that consideration of the issuance of a certificate would be made at the June 22, 2009, City Council meeting. A police background check on this individual has been conducted and previously provided to the Council.



Kenneth R. Krushenski

Attachment

NUMBER _____

RESOLUTION

WHEREAS, Tennessee Code Annotated, Section 57-4-201(c)(2), requires that as a condition for obtaining a license to sell alcoholic beverages for consumption on the premises that a club obtain a Certificate of Good Moral Character for the person who will be responsible for the operation of the establishment, and

WHEREAS, Mark Dawn, on behalf of the Elks Lodge No. 1684, has made application to the City of Oak Ridge for such Certificate of Good Moral Character.

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

That the Mayor is hereby authorized to execute on behalf of the City of Oak Ridge a Certificate of Good Moral Character for Mark Dawn, the City Council having made an investigation of the general character of Mr. Dawn and from such investigation his character is found to be good.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

MEMORANDUM

DATE: June 9, 2009

TO: Fellow Members of City Council

FROM: FY 2008 Audit Committee
Councilman L. Charles Hensley, Chair
Councilwoman D. Jane Miller
Councilwoman Ellen D. Smith

SUBJECT: RENEWAL OF CONTRACT WITH PUGH & COMPANY, P.C.

The Audit Committee met on June 8, 2009 to consider renewal of the contract with Pugh & Company, P.C., Certified Public Accountants, for the audit of the City's accounts and funds for FY 2009. All committee members were present, along with Mr. A. Ted Hotz, Vice President of Pugh & Company and Ms. Cindy Pectol, the current Audit Manager; the City Manager, the Deputy City Manager, the City's Finance Director, and the City Clerk.

On May 19, 2008, City Council adopted Resolution No. 5-44-08 which awarded the contract for audit of the FY 2008 operations to Pugh & Company, with payment in the amount of \$45,900, including the preparation of the Comprehensive Annual Financial Report (CAFR). The contract contained options for four additional one-year audit periods – fiscal years ending June 30, 2009, 2010, 2011, and 2012 – with renewal at the discretion of the audit committee, subject to the approval of City Council, and with payment to be in accordance with the proposal submitted by Pugh & Company dated April 11, 2008, provided there is no significant change in the scope of the engagement. The proposed fee for the FY 2009 audit was \$47,800, including preparation of the CAFR, and no significant change in the scope of the audit is anticipated.

At the request of the TVA, Pugh & Company has also agreed to perform additional procedures related to power purchased by the City from the TVA, with the cost of such procedures to be borne by the Tennessee Valley Authority.

The attached resolution will approve the employment of Pugh & Company, P.C., Certified Public Accountants, to audit the City's accounts and funds for FY 2009, for a fee of \$47,800, plus \$27,500 for additional procedures related to the Electric Department, for a total payment not to exceed \$75,300. The Audit Committee unanimously recommends the adoption of this resolution.


L. Charles Hensley

jb

Attachment

RESOLUTION

WHEREAS, Article V, Section 19, of the Charter of the City of Oak Ridge, Tennessee, provides that an audit shall be made of the accounts and funds of the City covering the operations of the past fiscal year by a Certified Public Accountant selected by the Council; and

WHEREAS, to aid in the selection of a firm of certified public accountants to conduct the audit for the past fiscal year and to oversee said audit, City Council has appointed three of its members to serve as an Audit Committee; and

WHEREAS, on the recommendation of the Audit Committee and with the adoption of Resolution No. 5-44-08 on May 19, 2008, City Council engaged the firm of Pugh & Company, P.C., Knoxville, Tennessee, to conduct the audit of the City's accounts and funds for the fiscal year ending June 30, 2008; and

WHEREAS, the contract for said audit contained options for four additional one-year audit periods, including the fiscal year ending June 30, 2009; and

WHEREAS, the Audit Committee has determined that it would be in the City's best interests to extend the contract with the firm of Pugh & Company for an additional one-year period, and the firm has agreed to such an extension for a fee of \$47,800, including preparation of the City's Comprehensive Annual Financial Report; and

WHEREAS, said firm has also agreed to perform additional procedures related to power purchased by the City from the Tennessee Valley Authority (TVA) for a fee of \$27,500 which shall be reimbursed by TVA.

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

That the recommendation of City Council's Audit Committee is approved and the firm of Pugh & Company, P.C., Certified Public Accountants, Knoxville, Tennessee, is employed to audit the accounts and funds of the City of Oak Ridge, Tennessee, covering the operations for the fiscal year ending June 30, 2009, for a fee of \$47,800 for the regular audit and preparation of the City's Comprehensive Annual Financial Report and \$27,500 for additional procedures related to the Electric Department that have been requested by the Tennessee Valley Authority (TVA), for a total payment not to exceed \$75,300.

BE IT FURTHER RESOLVED that the TVA shall reimburse the City for the costs associated with the additional procedures related to the Electric Department.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

CITY COUNCIL MEMORANDUM
09-21

DATE: June 9, 2009
TO: Honorable Mayor and Members of City Council
FROM: James R. O'Connor, City Manager
SUBJECT: OAK RIDGE CHAMBER OF COMMERCE CONTRACT RENEWAL

An item for the agenda is a resolution to renew the existing contract between the City and the Oak Ridge Chamber of Commerce for an additional one-year term.

On June 18, 2007, City Council approved a two-year contract with the Oak Ridge Chamber of Commerce for economic development services at a cost of \$224,546.00 per year. The original term of this contract is set to expire on June 30, 2009. Section X of the contract provides for one (1) one-year renewal term upon the mutual consent of both parties. Parker Hardy, President of the Oak Ridge Chamber of Commerce, previously requested the City to consider entering into a new contract rather than exercise the renewal option. By Resolution 4-25-09, City Council authorized the City Manager and the Mayor to pursue negotiations with the Oak Ridge Chamber of Commerce to determine whether a one-year renewal of the current contract or development of a new contract was in the best interests of the City. It is my recommendation that the City exercise the one-year renewal option rather than enter into a new contract. The renewal option would extend the current contract through June 30, 2010, with all terms and conditions remaining the same, including compensation.

Approval of the attached resolution is recommended.



James R. O'Connor

Attachment

RESOLUTION

WHEREAS, the Oak Ridge Chamber of Commerce has contracted with the City for economic development services for several years to market industrial, office, research and development, commercial, retail, and residential development in order to expand and enhance the economy and to maintain and expand the City's current economic base; and

WHEREAS, the Oak Ridge Chamber of Commerce's current contract with the City is set to expire on June 30, 2009; and

WHEREAS, while the current contract provides the option of a one-year renewal term upon the same terms and conditions with the compensation adjusted in accordance with the national rate of inflation, the Oak Ridge Chamber of Commerce has requested the City to consider a three-year agreement instead; and

WHEREAS, by Resolution 4-25-09, City Council authorized the City Manager and the Mayor to pursue negotiations with the Oak Ridge Chamber of Commerce to determine whether a one-year renewal of the current contract or development of a new contract is in the best interests of the City; and

WHEREAS, as a result of those negotiations, the City Manager recommends the City exercise the option to renew the contract for an additional one-year term commencing July 1, 2009 and ending June 30, 2010.

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

That the recommendation of the City Manager is approved and the contract approved by Resolution 6-73-07 between the City and the Oak Ridge Chamber of Commerce for economic development services is hereby renewed for an additional one-year term at a cost of \$224,546.00.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

LEGAL DEPARTMENT MEMORANDUM
09-22

DATE: June 8, 2009
TO: James R. O'Connor, City Manager
FROM: Kenneth R. Krushenski, City Attorney
SUBJECT: OAK RIDGE CONVENTION AND VISITORS BUREAU – FY2010 CONTRACT

An item for the agenda is a resolution approving a contract between the City and the Oak Ridge Convention and Visitors Bureau for the promotion of tourism in Oak Ridge from July 1, 2009 through June 30, 2010.

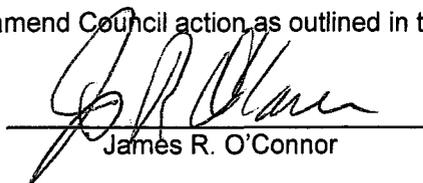
The attached contract requires the same services to be provided by the Oak Ridge Convention and Visitors Bureau as is currently being provided under the FY2009 contract. The City has budgeted \$404,208.00 for the FY2010 contract. This is an increase of 3.5% over the current (FY2009) contract amount.

Staff recommends approval of the attached resolution.


Kenneth R. Krushenski

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.


James R. O'Connor

6/18/09
Date

NUMBER _____

RESOLUTION

WHEREAS, the City of Oak Ridge has heretofore approved certain appropriations for FY 2010 for the Oak Ridge Convention and Visitors Bureau; and

WHEREAS, the City and the Oak Ridge Convention and Visitors Bureau desire to enter into a contract to set forth the responsibilities and obligations of the parties and to provide measures of performance and accountability for the funds so appropriated.

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

That the attached contract between the City of Oak Ridge and the Oak Ridge Convention and Visitors Bureau for the provision of services and materials to promote tourism in Oak Ridge for the period July 1, 2009 through June 30, 2010, is hereby approved; said contract in the total amount of \$404,208.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

CONTRACT

This Contract entered into this 22nd day of June, 2009 by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and the Oak Ridge Convention and Visitors Bureau, hereinafter referred to as the "Bureau."

In consideration of the mutual covenants and conditions hereinafter contained, the City and the Bureau hereby contract and agree as follows:

1. Term

This Contract shall be for a term of one (1) year commencing July 1, 2009 through June 30, 2010.

2. Scope of Work

- A. This Contract shall be implemented in cooperation with other members of the region's economic development community.
- B. The scope of work for this Contract shall be to promote the four (4) functions of the Bureau which are: General Tourism Promotion, Convention Development, Special Events, and Aquatic Activities. In furtherance of these functions, the Bureau will utilize the methods set forth in Appendix A hereto to achieve four (4) overall goals, as follows:
1. Increasing visibility and use of Oak Ridge as a convention site for State and regional meetings and conventions.
 2. Encouraging bus tour groups to spend more time in Oak Ridge, whether for meals or overnight.
 3. Targeting consumer groups to encourage longer stays in Oak Ridge, especially American Automobile Association members, and develop special City-wide promotions for business travelers.
 4. Enhancing weekend visitation with particular emphasis on overnight stays.
 5. Except as otherwise specified within this Contract, the specific strategy, plans and efforts to provide such services shall be determined and implemented by the Bureau.
 6. The Bureau shall seek to accomplish the objective shown in Appendix A. It is understood that unusual circumstances affecting the economy may impact the achievement of these objectives.
 7. The City and the Bureau may make changes as mutually agreed upon in the scope of work of this Contract. Such changes shall be incorporated as written amendments to this Contract signed by both parties.
 8. The Bureau shall promote aquatic activities by working with the Oak Ridge Rowing Association to develop and implement a marketing plan to attract colleges and universities, rowing associations, and other organizations to utilize Melton Lake for training activities, competitive races, regattas, and olympic time trials.

9. The Bureau will partner with the Arts Council of Oak Ridge and the Recreation and Parks Department to market and promote the Secret City Festival.

3. Monitoring and Reporting Requirements

- A. For purposes of monitoring and reporting, the Bureau shall provide to the City a mid-year report by January 31, 2010 which will detail the Bureau's efforts toward, and accomplishment of, the objectives as specified in Appendix A, as well as a statement of other efforts and accomplishments within the scope of the Contract not specifically included within the performance measures.
- B. The Bureau shall provide to the City by July 31, 2010 an annual report of its activities under this Contract during the contract term, an un-audited written report indicating the expenditure of City funds, and a statement of cash position.

4. Compensation

- A. The City will pay the Bureau \$404,208.00 for the services provided under this Contract as specified in Section 2, Scope of Work.
- B. The City will pay the Bureau in four (4) equal quarterly installments of \$101,052.00 on or about the following dates: July 1, 2009; October 1, 2009; January 1, 2010; and April 1, 2010.
- C. Written requests by the Bureau for cash advances may be granted by the City Manager, which cash advances shall not exceed the City's budgeted amount under this Contract.
- D. The Bureau may request budget revisions in writing. Any City approvals of budget revisions shall be made in writing.
- E. If, through any cause, the Bureau shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Bureau shall violate any of the covenants, agreements, or stipulations of this Contract, the City may thereupon have the right to withhold quarterly payment of the annual budgeted amount until the Bureau has fulfilled said obligation or corrected any specified violation.
- F. The Bureau shall reimburse the City within sixty (60) calendar days for any disbursements or expenditures from the Contract funds which the City determines are not within the scope of the Contract.
- G. At the City's discretion, the City may request that all unexpended City funds at the end of the fiscal year be returned to the City within sixty (60) calendar days.

5. Assignment

The Bureau shall not assign, subcontract or use consultants for any portion of this Contract without prior written approval of the City Manager or the City Manager's duly authorized designee.

6. Staff

The Bureau shall pay its employees under this Contract, save for volunteers, at least the federal minimum wage.

7. Anti-Discrimination

In carrying out the work of this Contract, the Bureau shall not discriminate against any employee or applicant for employment because race, color, religion, creed, sex, sexual orientation, national origin, age, disability or any other legally protected status.

8. Termination

- A. If, through any cause, the Bureau shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Bureau shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Bureau of such termination and specifying the effective date thereof, at least two (2) months before the effective date of such termination.
- B. In that event, all finished and unfinished documents and other materials prepared by the Bureau under this Contract shall, at the option of the City, become its property and the Bureau shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials, any such amount not to exceed the City's budgeted amount under this Contract.
- C. Notwithstanding the above, the Bureau shall not be relieved of liability by the City by virtue of any breach of the Contract by the Bureau, and the City may withhold any payments to the Bureau for the purpose of setoff until such time as the exact amount of damages due the City from the Bureau is determined.

9. Contract Representatives

- A. The Bureau's contact person for this Contract shall be the Bureau's President or the President's duly authorized designee.
- B. The City's contact person for this Contract shall be the City Manager or the City Manager's duly authorized designee.

10. Availability of Documents for Inspection

- A. All Bureau documents and reports pertaining to economic development activity within the scope of this Contract shall be available for inspection by the City Manager or the City Manager's duly authorized designee.
- B. The Bureau shall maintain records in such a manner as to enable the City and/or the City's auditors to audit the expenditures for compliance with this Contract.

11. Governing Law

This Contract is governed by the laws of the State of Tennessee.

(Signature page follows)

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

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

Mayor

OAK RIDGE CONVENTION AND VISITORS
BUREAU

President

Attachment: Appendix A

Approved by Resolution _____

APPENDIX A

PERFORMANCE STANDARDS

Oak Ridge Convention and Visitors Bureau

Hotel/Motel Room Occupancy Tax Collections

The Bureau will be accountable for increasing the City hotel/motel room occupancy tax collections by seven percent (7%) over the previous year fiscal year by promoting through public relations efforts, direct advertising, internet marketing, motor coach markets, SMERF markets, leisure travelers, sports markets, etc.

LEGAL DEPARTMENT MEMORANDUM
09-24

DATE: June 9, 2009
TO: James R. O'Connor, City Manager
FROM: Kenneth R. Krushenski, City Attorney
SUBJECT: PROFESSIONAL SERVICES AGREEMENTS – BILL NOLAN & ASSOCIATES AND
THE FERGUSON GROUP, LLC – FY2010

Two items for the agenda are resolutions approving professional services agreements with the City's current state and federal consultants for Fiscal Year 2010.

The City has been utilizing the services of Bill Nolan & Associates for consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee, and The Ferguson Group, LLC, for consulting services to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations. Both of these agreements expire on June 30, 2009. Funds were approved by City Council in the budget to continue these agreements for Fiscal Year 2010.

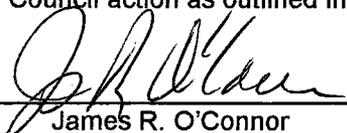
Attached is a professional services agreement and resolution for each consultant. The attached agreements are identical to the current agreements, with the level of compensation remaining the same for both consultants.

Staff recommends approval of the attached resolutions.


Kenneth R. Krushenski

City Manager's Comments:

I have reviewed the above issue and recommend Council action as outlined in this document.


James R. O'Connor

6/10/09
Date

RESOLUTION

WHEREAS, by Resolution 12-117-07, City Council approved a Professional Services Agreement in the estimated amount of \$55,800.00 between the City of Oak Ridge and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830, to provide consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City for calendar year 2008; and

WHEREAS, by Resolution 1-7-09, City Council extended this agreement through June 30, 2009; and

WHEREAS, the City Manager recommends that the Professional Services Agreement with Bill Nolan and Associates be continued for fiscal year 2010 at the same rates as the current agreement.

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

That the recommendation of the City Manager is approved and the attached Professional Services Agreement between the City of Oak Ridge and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830 for the provision of consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City, in the estimated amount of \$55,800.00, is hereby approved

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into as of the 22nd day of June, 2009, by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the City, and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830, hereinafter referred to as BNA.

WHEREAS, the City desires to engage a professional consulting firm to provide consultation in the area of relations with the General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities; and

WHEREAS, BNA has provided such services in the past and is willing to provide such services again on behalf of City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. ENGAGEMENT OF BNA

City hereby engages BNA to perform the services hereinafter set forth, and BNA hereby accepts such engagement.

2. SCOPE OF SERVICES

The City desires to engage BNA to provide consultation in the area of relations with the General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities. BNA shall perform the following services for City:

- A. Track the introduction and movement through committees of legislation of interest to the City. Legislation of interest to the City is set forth in the City's annual State Legislative Agenda.
- B. Keep abreast of changes within local governments and represent the interests of the City to the General Assembly, state government officials and others in his capacity as governmental affairs representative.
- C. Maintain regular contact with the Mayor, City Council, and the City Manager and report any legislation that affects the City.
- D. Attend City Council meetings with the purpose of reporting on legislative matters.

BNA agrees to keep detailed records of activities conducted on behalf of the City and expenses related to the business of the City. BNA agrees to report to the City regularly on the status of legislation and to advise the City on additional steps to be taken in order to achieve the City's goals and objectives. In addition, BNA agrees to file all required documentation according to the Lobbying Disclosure Act to represent the City before the Tennessee General Assembly and state agencies.

3. TERM

This Agreement shall commence on July 1, 2009 and terminate on June 30, 2010.

4. COMPENSATION

A. Fixed Fee

For the services provided under this Agreement, the City shall pay BNA an amount not to exceed \$55,800.00. This amount is based upon a fixed fee of \$4,650.00 per month.

B. Performance Bonus

At the conclusion of this Agreement, City Council may, upon recommendation of the City Manager, award BNA a performance bonus based upon the services provided under this Agreement. A performance bonus will require separate action by City Council.

5. ASSISTANCE FROM CITY

To assist BNA in performing legal representation, City shall furnish to BNA, without charge, copies of all available agreements, reports, memoranda, correspondence, ordinances, legislation, rules and regulations, technical data and other information reasonably requested by BNA relevant to the services to be provided by BNA.

6. TERMINATION

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party without penalty.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties with respect to the transactions contemplated by this Agreement, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for in this Agreement. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

8. INDEPENDENT CONTRACTORS

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

9. GOVERNING LAW

This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

Mayor

BILL NOLAN AND ASSOCIATES

Bill Nolan, President

Tax ID Number

Approved by Resolution _____

RESOLUTION

WHEREAS, by Resolution 12-116-07, City Council approved a Professional Services Agreement in the estimated amount of \$119,000.00 between the City of Oak Ridge and The Ferguson Group, LLC, Washington, D.C., to provide consulting services to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations for agreed upon priorities for the City; and

WHEREAS, by Resolution 1-6-09, City Council extended this agreement through June 30, 2009; and

WHEREAS, the City Manager recommends that the Professional Services Agreement with The Ferguson Group, LLC, be continued for fiscal year 2010 at the same rates as the current agreement.

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

That the recommendation of the City Manager is approved and the attached Professional Services Agreement between the City of Oak Ridge and The Ferguson Group, LLC, 1130 Connecticut Avenue, Suite 300, Washington, D.C. 20036, for the provision of consulting services to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations for agreed upon priorities for the City, in the estimated amount of \$102,000.00, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into as of the 22nd day of June 2009 by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the City, and The Ferguson Group, LLC, 1130 Connecticut Avenue, Suite 300, Washington, D.C. 20036, hereinafter referred to as TFG.

WHEREAS, the City desires to engage a professional consulting firm to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations for agreed upon priorities; and

WHEREAS, TFG has provided such services in the past and is willing to provide such services again on behalf of City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. ENGAGEMENT OF TFG

City hereby engages TFG to perform the services hereinafter set forth, and TFG hereby accepts such engagement.

2. SCOPE OF SERVICES

The City desires to engage TFG to develop a comprehensive federal government relations agenda and action plan to secure federal appropriations for agreed upon priorities. TFG shall perform the following services for City:

- A. Monitor in general terms developments in Washington D.C. that may influence the City's interests and report such developments that come to the attention of TFG. Counsel with the City and recommend appropriate response to such developments.
- B. Track the introduction and movement through committees of legislation of interest to the City. Legislation of interest to the City is set forth in the City's Federal Legislative Agenda.
- C. Undertake specific assignments as requested by the City from time to time.
- D. Attend City Council meetings with the purpose of reporting on legislative matters.

TFG agrees to keep detailed records of activities conducted on behalf of the City and expenses related to the business of the City. TFG agrees to report to the City regularly on the status of the agenda and to advise the City on additional steps to be taken in order to achieve the City's goals and objectives. In addition, TFG agrees to file all required documentation according to the Lobbying Disclosure Act to represent the City before Congress and federal agencies.

3. TERM

This Agreement shall commence on July 1, 2009 and terminate on June 30, 2010, unless terminated earlier as specified in Section 7.

4. COMPENSATION AND EXPENSES

A. Compensation

For the services to be provided under this Agreement, the City shall pay TFG \$96,000.00 based upon a rate of \$8,000.00 per month.

B. Reimbursable Expenses

TFG shall be entitled to reimbursement of certain expenses, estimated at \$500.00 per month, which shall not exceed \$6,000.00 during the full term of this Agreement. Reimbursable expenses shall be invoiced separately to the City along with a detailed list of expenses. Reimbursable expenses shall include long distance telephone calls, faxes, document production, overnight delivery, courier services, business meals, out-of-town travel that has been pre-approved by the City, and in-town taxicab transportation within D.C. Similar expenses not specified above may be reimbursable by the City upon approval of the City.

5. ASSISTANCE FROM CITY

To assist TFG in performing legal representation, City shall furnish to TFG, without charge, copies of all available agreements, reports, memoranda, correspondence, ordinances, legislation, rules and regulations, technical data and other information reasonably requested by TFG relevant to the services to be provided by TFG.

6. TERMINATION

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party without penalty.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties with respect to the transactions contemplated by this Agreement, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for in this Agreement. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

8. INDEPENDENT CONTRACTORS

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

9. GOVERNING LAW

This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

Mayor

THE FERGUSON GROUP, LLC

William Ferguson, Jr.
Chief Executive Officer

Tax ID Number

Approved by Resolution _____

CITY COUNCIL MEMORANDUM
09-20

DATE: June 11, 2009
TO: Mayor and Members of City Council
FROM: James R. O'Connor, City Manager
SUBJECT: SENIOR CENTER RECOMMENDATION

At its May 18, 2009 meeting, City Council directed the City Manager to enter into negotiations with representatives of the Trinity United Methodist Church to determine a selling price and to reevaluate other relocations for the Senior Center.

As Council will recall, at the August 11, 2008 meeting, the City Manager reviewed relocation options for the Senior Center that included remaining at Daniel Arthur, moving to Roane State or moving to the Trinity Church on Robertsville Road. Staff evaluated several other sites as well. These included the Oak Ridge Baptist Church on Robertsville Road, the Covenant Presbyterian Church in Woodland, and the old Paragon building on Emory Valley Road. All three were eliminated due to either limited space, parking requirements, structural concerns or projected costs. At that time, relocation costs for the Trinity Church option exceeded \$2.1 million. The asking price for the Church was \$1.2 million with projected renovation costs around \$990,000. The staff's recommendation was to stay at Daniel Arthur and sign a new lease with Anderson County.

Since that time City Staff and Anderson County representatives have hammered out a lease agreement that would keep the Senior Center at Daniel Arthur for the next seven years and would include the requested upgrades to the HVAC system for the gym. Projected lease payments to stay at Daniel Arthur would total \$460,180 for the seven-year lease period and would include the retirement of a capital expense of \$25,900 for the upgrades. The new lease would cover use of 9,694 square feet of dedicated space and control over the 2,450-square-foot gym. The staffing levels would remain constant and the City would continue paying 24% of the buildings utility costs. Anderson County would continue covering facility maintenance costs with the City responsible for minor repairs in the leased space.

At Council's direction, the City Manager met with a Trinity Church representative on May 21, 2009 to discuss the purchase price for the building. After discussions with church representatives that included an offer and two counter offers, the final asking price was established at \$965,000 with \$150,000 from the church for renovation. With renovation estimates, as provided by Adams Craft Herz Walker (ACHW) ranging from \$630,000 to \$940,000, the City can expect to pay between \$1.5 and \$1.75 million to purchase and renovate the Trinity Church. Operation costs would increase to cover utilities, insurance, custodial services, repair/maintenance and staffing. The Senior Center budget could increase from \$276,938 to as much as \$287,463, an increase of \$10,525. Annual costs could be as much as \$427,476. The annual costs do not include capital maintenance for the Church.

A group of senior center participants has presented a proposal that encourages the City's purchase of the Trinity Church while supporting a scaled-back renovation scheme. They believe additional

upgrades could be phased in over time and funded by donations, private grants and foundations. The group believes that by allowing the center to move into the church, the senior community could focus its fundraising efforts on a single facility. The group envisions an initial expenditure of between \$200,000 and \$300,000 to address required improvements and ADA upgrades. Although a more modest renovation plan could reduce the initial cost, it would cost more in the long run due to rising labor/materials and mobilization costs. Without substantial private funding, City capital resources could again be required in order to complete the job at some later date. The proposal outlines steps that "could get the City out of the Senior Center Business" yet it requires the City to purchase Trinity Church, fund limited renovations, and provide an operational budget for a Community/Senior Center. Under this scenario, the City could end up contributing as much as \$1.27million in capital costs and \$287,463 for annual operations.

In addition to the Trinity Church, the Oak Ridge Mall has been mentioned as a possible Senior Center option. On May 26, 2009 Recreation and Parks Department staff toured the former Downtown Hardware site at the Oak Ridge Mall. The site offered ample parking, substantial floor space, and a central location. Lease rates would vary between \$9.50-\$14.50 per square foot depending on the City's contribution toward renovation (by comparison, the Daniel Arthur Building would lease for \$6.40 per square foot). Since the support columns are spaced every 25 feet, a large open meeting room desired by most center participants would not be possible at this location. With the exception of a large meeting room (2,400 square feet), the mall location would accommodate the proposed floor plan of 16,500 square feet. Based on the projected lease payments and renovation options, the mall location may be cost prohibitive in the current fiscal environment.

While reviewing funding options for a new Senior Center last year, staff identified instances where new senior centers were constructed using CDBG program funds. Several communities nationwide have used this funding stream to cover a substantial portion of the construction cost for new senior centers. Although this funding strategy has been successful elsewhere, Oak Ridge's per capita income may limit or restrict the use of CDBG Entitlement Funding for this purpose. More research is needed regarding the use of CDBG funds before staff is prepared to recommend this funding alternative. Approving the seven-year lease with the County would give the staff time to develop a funding strategy and continue identifying potential locations for the new center.

At Council's request, staff has reevaluated its August 11, 2008 recommendation regarding options for the Oak Ridge Senior Center. Although the Trinity Church offers plenty of space, abundant parking, a large open area for group meetings and community use opportunities, the potential impact on the tax rate and the uncertainty over private funding for renovations remain valid concerns for the staff. With a purchase price of \$815,000 and renovations ranging from \$630,000 to as much as \$940,000, the City's annual debt payment could range between \$95,500 to \$145,000 with operating costs of \$287,463. By comparison, the operating cost at the Daniel Arthur Center including the lease would be \$276,938.

If the proposed lease payment of approximately \$67,000 was converted into a debt payment, the City could finance approximately \$900,000 in debt over a 20-year period. This \$900,000 could potentially purchase the Church and leave \$85,000 for limited renovations. Without substantial private funding to complete the upgrades, the seniors could be moving into a building that may be

less accommodating than the current space at Daniel Arthur. Remaining at the Daniel Arthur Center and signing a new seven-year lease, appears to be the most reasonable Senior Center option for Oak Ridge.



James R. O'Connor

Attachments

SENIOR CENTER ANALYSIS

SENIOR CENTER COMPARISON	DANIEL ARTHUR BLD.	O.R.MALL	TRINITY CHURCH
Square Footage	9,694	16,500 +	19,100
Shared Footage	2,450	0	0
Personnel Requirements	2.5	2.5	3.5
Renovation Costs	\$25,900	Unknown	\$630,000 to \$940,000
Purchase Price	n/a	n/a	\$815,000
Sales Commission	n/a	n/a	\$28,950
Lease Sq.Ft.	\$6.40	\$9.50-\$14.50	n/a

OPERATING EXPENSE

Utilities	\$23,168	\$28,200	\$29,500
Custodial Services	\$19,430	\$26,400	\$30,560
Repair/Maintenance	\$5,421	\$6,500	\$24,135
Supplies/Other	\$8,054	\$8,054	\$8,054
Personal Services	\$155,125	\$155,125	\$189,625
Total Operating Budget	\$211,198	\$224,279	\$281,874

ANNUAL LEASE/DEBT SERVICE ANALYSIS

Lease/debt service low estimate (20year@3.8%)	\$65,740	\$156,750	\$114,002
Lease/debt service high estimate (20year@3.8%)	\$65,740	\$239,250	\$137,979

TOTAL ANNUAL OUTLAY

Total Low Estimate	\$276,938	\$381,029	\$395,876
Total High Estimate	\$276,938	\$463,529	\$419,853

ACHW

■ ADAMS CRAFT HERZ WALKER ARCHITECTS · ENGINEERS · PLANNERS · SURVEYORS ■

June 08, 2009

To: Josh Collins
Director of Parks and Recreations
City of Oak Ridge:

The following summary concerns the cost estimate for the renovation of Trinity United Methodist Church to the Oak Ridge Senior Center. The original estimate was submitted in June of 2008 in the amount of \$999,115 for renovations as indicated by drawings submitted at that time. The estimate includes construction costs and Architectural/ Engineering fees.

With assistance from R H Sinclair Construction Company, we have confirmed the original estimate amount. Attached to this letter is the original estimate with notes in the far right column showing costs estimated by Sinclair Construction. While some noted costs differ from those of the original estimate, they have confirmed that the overall construction cost is accurate based upon information available at this time.

Furthermore, the estimate includes minimal renovation to the lower level of Building 2. This space was allocated for occupancy by the Fire Department or other agency. The cost of this portion of the renovation is approximately \$60,000, giving a total cost of ~~\$940,000~~ for renovation work designated for the Senior Center.

Given the desire to minimize renovation costs, we have investigated two additional alternatives. The first proposes moving the main entrance to the Senior Center to the east end of the building. This alternative includes work as presented in the original drawings, less renovation of the existing office space (west end of Building 1) and the addition of the enclosed ramp. Eliminating these portions of work will, however, require that additional restrooms be added to Building 2 and additional parking included on the east end of the site. In this case, all renovated space is allocated for the Senior Center, with the potential to renovate the west end of Building 1 for another tenant at a later date. Please see attached schematic drawing for further details of this alternative.

Based on the original estimate, this alternative could save approximately \$237,950, giving a revised construction estimate of \$761,165. The following table is an itemization of costs assumed for this alternative.

<u>Description</u>	<u>Cost Saved</u>	<u>Cost Incurred</u>
Renovation of Existing Office	\$173,750	
Enclosed Ramp Addition	\$88,200	
Additional Parking		\$40,000
Additional Restrooms		\$20,000
Contingency & Fees (18%)	\$36,000	
		Total Savings: \$237,950
		Original Estimate: \$999,115
		Revised Construction Cost: \$761,165

ACHW

■ ADAMS CRAFT HERZ WALKER ARCHITECTS · ENGINEERS · PLANNERS · SURVEYORS ■

A second alternative is a renovation leaving as many original partitions as possible. Similar to the first alternative, the second also proposes moving the entrance to the east end of the building, additional parking and restrooms, and eliminating the ramp connection. Also, the more minimal renovation of Building 2 proposes the restrooms will not be added to the split level, the location of existing walls will be maintained, and glazing added for views into rooms will be eliminated. This minimal renovation will not provide the quality of finish of a new building, but it will in general satisfy most of the programmatic needs of the center. We anticipate an additional \$130,000 may be saved by reducing the scope of renovation in this manner, giving an approximate estimate of ~~\$630,000~~ for alternative two.

ACHW

■ ADAMS CRAFT HERZ WALKER ARCHITECTS · ENGINEERS · PLANNERS · SURVEYORS ·

OAK RIDGE SENIOR CENTER: COST ESTIMATE

Note: All costs include G.C. overhead and profit

BUILDING 1

Renovation of the Existing Office Space:
 Renovation of the Sanctuary Space:
 Renovation of Basement:

Kitchen:

Appliance Allowance:

Recreation:

Lobby + Toilets:

Exterior Improvements:

Window Replacement:

Storefront:

Spandrel Glass:

Window Demolition:

Door Demolition:

Steeple Demolition/ Renovation:

Area (sf)	Cost/ SF (Cost/Item)	Number	Cost	RHS Evaluation
3475	\$50.00		\$173,750.00	ok
3228	\$20.00		\$64,560.00	
422	\$10.00		\$4,220.00	\$28,135.00
2314	\$10.00		\$23,140.00	ok
422	\$20.00		\$8,440.00	ok
				\$13,360.00
406	\$517.50	22	\$11,385.00	ok
184	\$26.25		\$10,657.50	ok
141	\$26.45		\$4,866.80	ok
48	\$37.40		\$5,273.40	ok
	\$34.50		\$1,656.00	ok
			\$20,000.00	ok

Total Cost for Building 1: \$337,948.70

\$359,456.70

BUILDING 2

Renovation of Split Level Floor:

Renovation of Upper Floor:

Renovation of Lower Level:

Exterior Improvements:

Window Replacement:

Window Demolition:

Elevator:

1942	\$20.00		\$38,840.00	\$58,260.00
3141	\$20.00		\$62,820.00	\$47,115.00
3830	\$20.00		\$76,600.00	\$57,450.00
	\$517.50	51	\$26,392.50	ok
	\$37.40		\$2,805.00	ok
			\$75,000.00	ok

Total Cost for Building 2: \$282,457.50

\$267,022.50

NEW CONSTRUCTION

Breezeway Expansion:

Upper Floor Renovation:

Lower Level Expansion:

355	\$140.00		\$49,700.00	ok
355	\$140.00		\$49,700.00	ok
			\$99,400.00	\$99,400.00

Total Cost:

New Ramp Connection:
Construction:

630

\$140.00

\$88,200.00

ok

Total Cost: \$88,200.00 \$88,200.00

MISCELLANEOUS

Alarm System:

Signage:

Allowance for Site Work/ Landscaping:

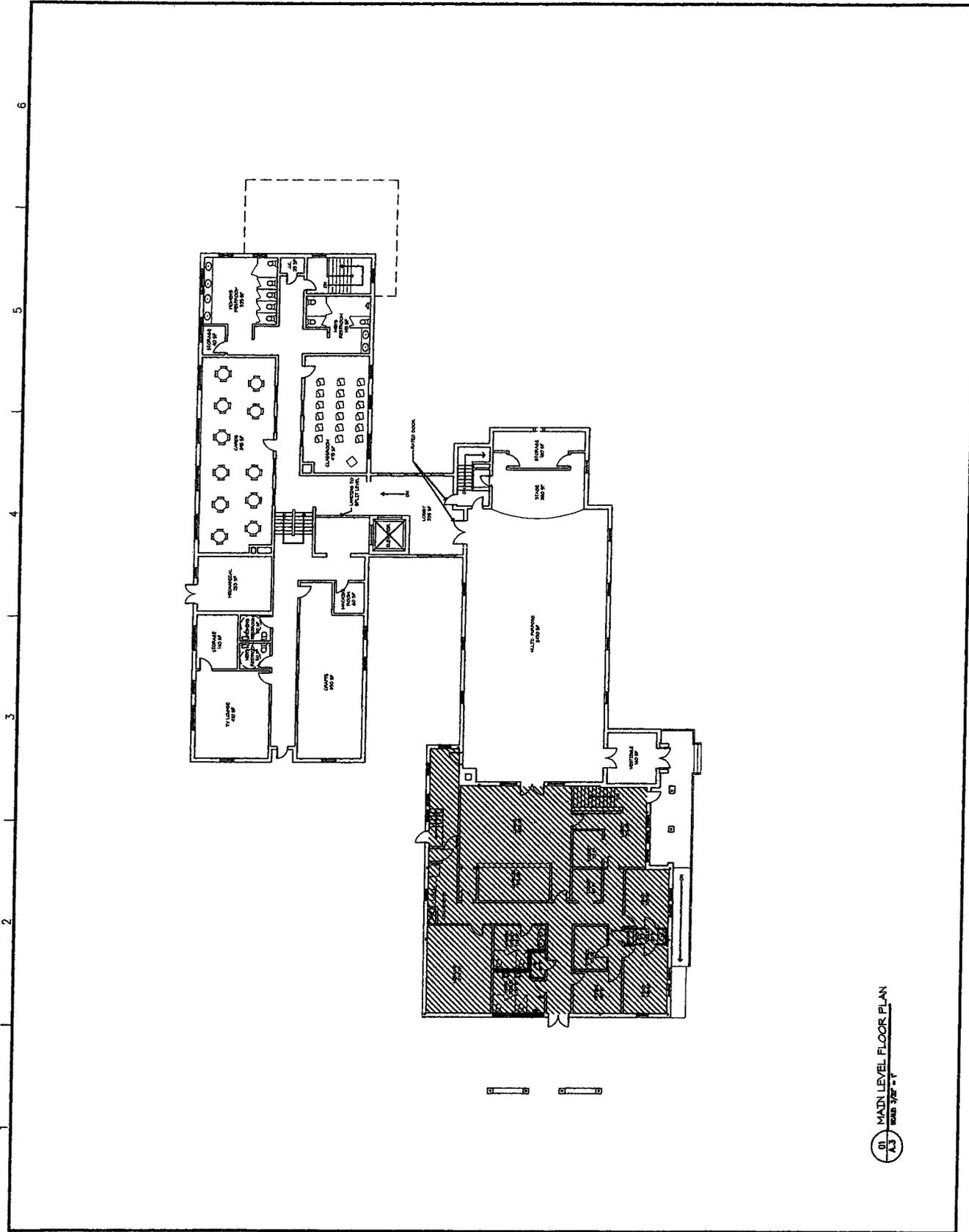
Miscellaneous Structural Repairs:

\$8,000.00
\$5,000.00
\$10,000.00
\$10,000.00

ok
ok
ok
ok

Project Subtotal: \$841,006.20
Architect's Fee: 0.08 \$67,280.50
Contingency: 0.100 \$90,828.67
PROJECT COST: \$999,115.37

\$847,079.20



ADAMS ARCHITECTS
 CIVIL ENGINEERS
 INTERIORS
 WALKER SURVEYORS

OAK RIDGE SENIOR CENTER
 ROBERTSVILLE ROAD
 OAK RIDGE, TENNESSEE

PROPOSED
 MAIN LEVEL FLOOR PLAN

Date	Drawn by	Checked by	Scale	Approved
08/10/11	ELI	ELI	AS SHOWN	

08910.1 of existing.dwg
 11/11/11
 08910.1
 11/11/11

A.3
 drawing number

MAIN LEVEL FLOOR PLAN
 1/4" = 1'-0"

5/22/09

COUNTER OFFER # 1

1 This is a Counter Offer from Seller to Buyer OR Buyer to Seller
2 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of _____ for the
3 purchase of real property commonly known as:
4 TRINITY Church 320 Robertville Rd Oak Ridge TN 3780
5 _____
6 Address, City, State, Zip

7 With the following exceptions:
8 _____
9 _____

10 Counter offer, 22 May 2009
11 _____
12 _____

- 13 1. The seller is "The First United Methodist Church of Oak Ridge Inc."
- 14 2. The commission of 3% is to be paid by the buyer to the licensed agent, as it often is for
- 15 Commercial property.
- 16
- 17 3. As the city decides whether to purchase the church property at 320 Robertville Rd, final agreement
- 18 must be in place by 1 July 2009, after which sellers reserves the right to sell to a third party.
- 19
- 20 4. Seller will continue to show property until a contract is completed.
- 21
- 22 5. Offer is to sell property "as is", but with these exceptions
- 23 a. Seller agrees to pay for the removal of stain glass windows remaining as seller property
- 24 At a time agreed upon with the buyer so the buyer can purchase and install replacement windows of the buyers'
- 25 selection
- 26 b. If a use of sanctuary pews becomes a need to the seller, those pews will be removed at
- 27 sellers cost before the sales closing.
- 28 c. As is sale is no pay by seller for any other absolute change in property
- 29
- 30 6. To assist the City in the payment terms, the seller agrees to 25 % down payment at the time
- 31 of purchase closing, and to benefit the senior citizens of Oak Ridge the remaining 75 %
- 32 would paid over three years with a one % annual interest payment on the balance of payments
- 33
- 34 7. The sellers can sell Trinity property to the city for the Senior Center, about 50% below the replacement
- 35 value and substantially below the asking price as of the summer of 2008, this counter offer value is \$965,000
- 36
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44 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE
45 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED
46 IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS
47 RESTATED HEREIN.

48 Until notice of acceptance is delivered the subject property is still on the market for sale, and this offer may be revoked at any
49 time with notice, and the property may be sold to any other party.



50 Time Limit of Offer: This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not
51 accepted by _____ o'clock am/ pm; on the _____ day of _____, _____ see pp 1 of 2

CS White of First State Meth Church & Conv. Rdy Inc 5/22/2009
Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

The undersigned has received and

- ACCEPTED this offer
- REJECTED this offer
- COUNTERED this offer with Counter Offer # _____

_____ o'clock am/ pm; this _____ day of _____, _____.

Seller/Buyer (Responding Party) Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on _____ day of _____, _____, at _____ time by _____ name.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.



47 of Buyer's acquisition of the Property. Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee
48 Department of Environment and Conservation, Division of Ground Water Protection. Buyer shall indemnify and hold
49 Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property
50 arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have _____ days after the Binding
51 Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, availability and cost
52 of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to
53 terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not
54 desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's Earnest Money in
55 accordance with the Earnest Money paragraph above. Within _____ days after the Binding Agreement Date, Seller
56 shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due
57 Diligence Materials"), which materials shall be promptly returned by Buyer if Agreement does not close for any reason.
58 If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to
59 terminate this Agreement pursuant to this paragraph.

60 **5. Title**

61 **A. Warranties of Seller.** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to
62 the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):

63 (1) Liens for ad valorem taxes not yet due and payable.

64 (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title
65 Objections paragraph below. "Good and marketable, fee simple title" with respect to the Property shall be such
66 title:

67 (a) as is classified as "marketable" under the laws of Tennessee; and

68 (b) as is acceptable to and insurable by a title company doing business in Tennessee ("Title Company"), at
69 standard rates on an American Land Title Association Owner's Policy ("Title Policy").

70 **B. Title Issues and Objections.** Seller shall have _____ days after Binding Agreement Date to provide Buyer
71 preliminary title information and any UCC Financing Statements. Buyers shall have _____ days after receipt of
72 aforementioned documents to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2
73 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by
74 a current title examination. Seller shall have _____ days after the receipt of such objections (the "Title Cure
75 Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified
76 by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except
77 for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer
78 within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to
79 the Title Company), then within five (5) days after the expiration of the Title Cure Period, Buyer may as Buyer's
80 sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of
81 Buyer's Earnest Money; (2) waive any such objections and elect to close the transaction contemplated hereby
82 irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date
83 period for a period of up to fifteen (15) days to allow Seller further time to cure such valid title objections. Failure
84 to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall
85 have the right to reexamine title prior to Closing and notify Seller at Closing of any title objections which appear of
86 record after the date of Buyer's initial title examination and before Closing.

87 **6. Closing.**

88 **A. Closing Date.** This transaction shall be consummated at the office of

89 _____ on _____,
90 (the "Closing Date") or at such other time and places the parties may agree upon in writing.

91 **B. Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the
92 rights of tenants in possession and the Permitted Exceptions.

93 **7. Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) General
94 Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that
95 term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) all documents which Seller must
96 execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including,
97 without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in
98 Tennessee commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all
99 standard exceptions deleted and subject only to Permitted Exceptions; and (e) evidence reasonably satisfactory to Buyer
100 at Closing of all documents/items indicated in Exhibit "C", if any (all documents to be delivered by Seller under this
101 paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").



102 8. Conditions to Closing.

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110 9. Costs.

111 A. Seller's Costs. Seller shall pay the cost of recording any title curative documents, including without limitation,
112 satisfactions of deeds to secure debt, quitclaim deeds and financing statement termination; all deed recording fees;
113 the fees of Seller's counsel and, if checked, all transfer taxes, otherwise Buyer is responsible for transfer taxes.

114 B. Buyer's Costs. Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's
115 inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property
116 (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents.)

117 C. Additional Costs. In addition to the costs identified above, the following costs shall be paid by the parties hereto as
118 indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
119 Survey	<input type="checkbox"/>	<input type="checkbox"/>
120 Title Examination	<input type="checkbox"/>	<input type="checkbox"/>
121 Premium for Standard Owner's Title Insurance Policy	<input type="checkbox"/>	<input type="checkbox"/>
122 Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

124 10. Taxes and Prorations. Real estate taxes on the Property for the calendar year in which the Closing takes place shall be
125 prorated as of 12:01 a.m. on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes
126 (including previous reassessments) on the Property for the time period during which Seller owned the Property and shall
127 indemnify the Buyer therefore. In addition, the following items shall also be prorated as of 12:01 a.m. on the Closing
128 Date [Select only those that apply to this transaction; the items not checked do not apply to this Agreement]:

- 129 Utilities Service Contracts Tenant Improvement Costs
- 130 Rents Leasing Commissions Other: _____

131 11. Represents and Warranties.

132 A. Seller's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Seller
133 represents and warrants to Buyer that Seller has the right, power, and authority to enter into this Agreement and to
134 convey the Property in accordance with the terms and conditions of this Agreement. The persons executing this
135 Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this
136 Agreement and shall have the right, power, and authority to enter into this Agreement and to bind Seller. Seller also
137 makes the additional representations and warranties to Buyer, if any, as indicated on Exhibit "D".

138 B. Buyer's Representations and Warranties. As of the Binding Agreement Date and the Closing Date, Buyer
139 represents and warrants to Seller that Buyer has the right, power, and authority to enter into this Agreement and to
140 consummate the transaction contemplated by the terms and conditions of this Agreement. The persons executing
141 this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this
142 Agreement and shall have the right, power, and authority to enter into this Agreement and bind Buyer. Upon
143 Seller's request, Buyer shall furnish such documentation evidencing signor's authority to bind Buyer.

144 12. Agency and Brokerage.

145 A. Agency.

- 146 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
147 where the context would indicate, the Broker's affiliated licensees. No Broker in this transaction shall owe any
148 duty to Buyer or Seller greater than what is set forth in their brokerage engagements and Tenn. Code Ann. § 62-
149 13-101 et seq. and the Tennessee Real Estate Commission rules and regulations.
- 150 (2) If one of the parties is not represented by a Broker, that party is solely responsible for their own interests, and
151 that Broker's role is limited to performing ministerial acts for the unrepresented party.
- 152 (3) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Company"; and
153 said Broker is OR is not representing the seller.



154 (4) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Company", and
155 said Broker is OR is not representing the Buyer.

156 (5) If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ,
157 OR, facilitator OR dual agency shall exist.

158 (a) **Designated Agency Assignment.** *[Applicable only if designated agency has been selected above]*

159 The Broker has assigned affiliate licensee _____ to
160 work exclusively with Buyer as Buyer's Designated Agent and affiliate licensee
161 _____ to work exclusively with Seller as Seller's Designated
162 Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a
163 client and shall not represent in this transaction the client assigned to the other Designated Agent.

164 (b) **Facilitator.** *[Applicable only if facilitator has been selected above]* The licensee is not working as an
165 agent for either party in this consumer's prospective transaction. A facilitator may advise either or both of
166 the parties to a transaction but cannot be considered a representative or advocate for either party.
167 "Transaction Broker" may be used synonymously with, or in lieu of, "facilitator" as used in any
168 disclosures, forms or agreements [By law, any licensee or company who has not entered into a written
169 agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until
170 such time as an agency agreement is established.]

171 (c) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above]* Seller and Buyer are
172 aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer
173 have been advised that:

174 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
175 be, different or even adverse.

176 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
177 the dual agent, to all parties in the transaction except for information made confidential by request or
178 instructions from another client which is not otherwise required to be disclosed by law.

179 3. The Buyer and Seller do not have to consent to dual agency, and

180 4. The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have
181 read and understand their brokerage engagement agreements.

182 5. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct
183 Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information
184 which could materially and adversely affect their negotiating position.

185 (d) **Material Relationship Disclosure.** *[Required with dual Agency]* The Broker and/or affiliated licensees
186 have no material relationship with either client except as follows: _____.

187 A material relationship means one of a personal, familial or business nature between the Broker and
188 affiliate licensees and a client which would impair their ability to exercise fair judgment
189 relative to another client.

190 Seller Initials _____ Buyer Initials _____

191 **B. Brokerage.** Seller agrees to pay Listing Broker at closing the compensation specified by separate agreement. The
192 Listing Broker will direct the closing agency/attorney to pay the Selling Broker, from the commission received, an
193 amount in accordance with the terms and provisions specified by separate agreement.

194 **13. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the
195 Seller or the Buyer are not parties to this Agreement and do not have or assume liability for the performance or
196 nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any matter which
197 could have been revealed through a survey, title search or inspection of the Property; for the condition of the Property,
198 any portion thereof, or any item therein; for the necessity or cost of any repairs to the Property; for hazardous or toxic
199 materials; for the tax or legal consequences of this transaction; for the appraised or future value of the Property; any
200 condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of
201 financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge
202 that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of
203 concern to them, they shall seek independent expert advice relative thereto.

204 **14. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing,
205 Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to



206 restore and repair the damage; (2) the amount of insurance proceeds, if any available for the same; and (3) whether the
207 damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven (7)
208 days after receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have
209 accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to
210 Seller but not yet spent to repair the damage and (2) an assignment of all unpaid insurance proceeds on the claim. Buyer
211 may request in writing, and Seller shall provide within five (5) business days, all documentation necessary to confirm
212 insurance coverage and/or payment or assignment of insurance proceeds.

213 **15. Other Provisions.**

214 **A. Exhibits, Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This
215 Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal
216 representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto
217 and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No
218 representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any
219 assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to
220 insert the time and date of the receipt of notice of acceptance of the final offer and further agree to be bound by such
221 as the Binding Agreement Date following the signatory section of this Agreement, or Counter Offer, if applicable.

222 **B. Survival Clause.** Any provision herein contained, which by its nature and effect, is required to be performed after
223 closing shall survive the closing and delivery of the deed and shall remain binding upon the parties to this
224 Agreement and shall be fully enforceable thereafter. Notwithstanding the above, the representations and warranties
225 made in Exhibit "D" shall survive the Closing for a period of _____ days after the date of Closing.

226 **C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property
227 and shall be interpreted in accordance with the laws and in the courts of the state of Tennessee.

228 **D. Time of Essence.** Time is of the essence in this Agreement.

229 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
230 (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the feminine
231 shall mean the masculine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
232 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time is to be
233 determined by the location of the Property. All references to time are deemed to be local time. **In the event a**
234 **performance deadline**, other than the Closing Date (in paragraph six (6)), Day of Possession (in paragraph six (6)),
235 and Offer Expiration date (in paragraph nineteen (19)), occurs on a Saturday, Sunday or legal holiday, the
236 performance deadline shall be extended to the next following business day. In calculating any time period under this
237 Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

238 **F. Responsibility to cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or
239 deliver such information and documentation as is reasonably necessary to carry out the responsibilities and
40 obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or
41 erroneous information, the approval of the closing documents by the parties shall constitute their approval of any
242 differences between this Agreement and the closing. The Buyer and Seller agree that if requested after closing they
243 will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason
244 of mistake, clerical errors or omissions, or the result of erroneous information.

245 **G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
246 writing and delivered either (1) in person, (2) by a prepaid overnight delivery service, (3) by facsimile transmission
247 (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5)
248 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of
249 notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice
250 to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

251 **H. Risk of Loss.** The risk of hazard or casualty loss or damage to the Property shall be borne by the Seller until
252 transfer of title. If casualty loss exceeds 10% of the Purchase Price, Buyer may rescind with full refund of Earnest
253 Money.

254 **I. Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available
255 at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches
256 Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money to
257 Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by
258 Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of
259 Seller's actual damages, which damages are difficult to ascertain. In the event that any party hereto shall file suit for



Marks



WALLACE & WALLACE REALTORS

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

to City of ~~Clark~~ TN ("Buyer") agrees to buy and the undersigned seller Julie - Trustee ("Seller") agrees to sell all that tract or parcels as are located thereon, described as follows: All that tract of land known as:

Trinity
("Address") 1320 Robertsville Rd. Oak Ridge TN ("City"), Tennessee, 37830 ("Zip"), as recorded in _____ County Register of Deeds Office, deed book(s), _____ page(s), _____ and as further described as:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A" or if Exhibit A is attached as is recorded with the Register of Deeds of the county in which the Property is located and is made a part of this Commercial Purchase and Sale Agreement ("Agreement") by reference.

2. **Purchase Price.** The total purchase price for the Property shall be

four hundred thousand dollars U.S. Dollars, (\$ 400,000.00) ("Purchase Price"), and is subject to all prorations and adjustments and shall be paid by Buyer at the Closing by cash, wire transfer of immediately available funds, cashier's check or certified check. church AS is

3. **Earnest Money.** Buyer has deposited the sum of \$ _____ with _____ ("Holder"). Additional Earnest Money, if any, to be tendered and applied as follows:

upon acceptance of contract by City Council - on or before July 1 2009. The purpose of proposal is to compare cost alternatives for a City Senior Center. Final decision is exclusive to vote of City Council

This sum ("Earnest Money") has been received by Holder and is to be applied as part of the Purchase Price at Closing. The Earnest Money shall be deposited in Holder's escrow account within five (5) banking days from the Binding Agreement Date. In the event any Earnest Money check is not honored, for any reason, by the financial institution from which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three (3) banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money only as follows:

- (a) at closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a subsequent written agreement signed by Buyer and Seller; or
- (c) as set forth below in the event of a dispute regarding Earnest Money.

No party shall seek damages from Holder, nor shall Holder be liable for any such damages, and all parties agree to defend and hold harmless the Holder for any matter arising out of or related to the performance of Holder's duties hereunder.

Disputes Regarding Earnest Money. In the event the Buyer or Seller notifies Holder of a dispute regarding disposition of Earnest Money that Holder cannot resolve, Buyer and Seller agree to interplead the Earnest Money into a court of competent jurisdiction. Holder shall be reimbursed for, and may deduct from, any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to the Holder, and upon payment of such funds into the court clerk's office, Holder shall be released from all further liability in connection with the funds delivered.

4. **Inspection.** Prior to closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times, to inspect, survey, examine, and test the Property as Buyer may deem necessary as part



260 breach or enforcement of this Agreement (including suits filed after closing which are based on or related to the
261 Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable
262 attorney's fees.

263 **J. Equal Opportunity.** This Property is being sold without regard to race, color, sex, religion, handicap, familial
264 status, or national origin.

265 **K. Termination by Buyer.** In the event that Buyer legally and properly invokes his right to terminate this Agreement
266 under any of the provisions contained herein, Buyer shall pay the sum of one hundred dollars (\$100.00) to Seller as
267 consideration for Buyer's said right to terminate, the sufficiency and adequacy of which is hereby acknowledged.
268 Earnest Money shall be disbursed according to the terms stated herein.

269 **L. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
270 any reason; each such portion or provision shall be severed from the remaining portions or provisions of this
271 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

272 **16. Exhibited and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a
273 part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or
274 addendum shall control:

- 275 Exhibit "A" Legal Description
- 276 Exhibit "B" Due Diligence Documents
- 277 Exhibit "C" Addition to Seller's Closing Documents
- 278 Exhibit "D" Seller's Warranties and Representations

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290 **17. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

291 *5% of final sales price be paid to listing agent*
292 *realtor.*
293
294
295

296 *The counter price received from this offer will*
297 *be the price to go forward with the city*
298 *for consideration of the city Senior Center*
299 *This price will be used as a comparison*
300 *for alternatives of Senior Center.*
301 *completed contract within upon establishing*
302 *a price.*
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314 18. Method of Execution. The parties agree that signatures and initials transmitted by a facsimile, other photocopy
315 transmittal, or by transmittal of digital signature as defined by the applicable State or Federal Law will be acceptable and
316 may be treated as originals and that the final Commercial Purchase and Sale Agreement containing all signatures and
317 initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by
318 digital signature as defined by the applicable State or Federal Law.

319 19. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not
320 countered or accepted by noon o'clock a.m. / p.m.; on the 22 day of May, 2009.

321 LEGAL DOCUMENTS: This is an important legal document created by DeWitt and obligations. If you have
322 any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
323 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

324 NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
325 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
326 received a copy of this Agreement.

This contract to purchase is to establish a price only at this time.

327 Buyer hereby makes this offer.
328 [Signature]
329 BUYER BUYER
330 5/20/09 at 3:45pm o'clock am/ pm Offer Date
331 Offer Date

332 Seller hereby:
333 ACCEPTS - accepts this offer.
334 COUNTERS - accepts this offer subject to the attached Counter Offer(s).
335 REJECTS this offer and makes no counter offer.
336 [Signature] for the "The First United Methodist Church of One Ridge TN INC"
337 SELLER SELLER
338 May 22, 2009 at 1005AM o'clock am/ pm Date
339 Date

40 Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")
341 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was
342 provided on _____ day of _____, _____ at _____ o'clock by
343 _____ (Name).

For Information Purposes Only:

Listing Company _____

Selling Company _____

Independent Licensee _____

Independent Licensee _____

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6/8/09

RECEIVED

2009 JUN -8 P 3:25

COUNTER OFFER # 1 OFFICE OF CITY MANAGER

1 This is a Counter Offer from Seller to Buyer OR Buyer to Seller
2 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of _____ for the
3 purchase of real property commonly known as:
4 TRINITY CHURCH 320 ROBERTSVILLE Rd OAK Ridge TN 37837
5 Address, City, State, Zip

6 With the following exceptions:
7
8

9 Counter offer June 5 2009

- 10 _____
- 11 _____
- 12 1. The seller is "The First United Methodist Church of Oak Ridge Inc."
- 13 _____
- 14 2. The commission of 3% is to be paid by the buyer to the licensed agent, as it often is for
- 15 Commercial property.
- 16 _____
- 17 3. As the city decides whether to purchase the church property at 320 Robertsville Rd, agreement
- 18 must be in place by 1 July 2009, after which seller reserves the right to sell to a third party.
- 19 _____
- 20 4. Seller will continue to show property until a contract is completed.
- 21 _____
- 22 _____
- 23 5. Offer is to sell property "as is", but with these exceptions
- 24 a. Seller agrees to pay for the removal of stain glass windows remaining as seller property(savings for the City)
- 25 At a time agreed upon with the buyer so the buyer can purchase and install replacement windows of the buyers'
- 26 selection
- 27 b. If a use of sanctuary pews becomes a need to the seller, those pews will be removed at
- 28 sellers cost before the sales closing.
- 29 c. As is sale is no pay by seller for any other absolute change in property
- 30 _____
- 31 _____
- 32 6. With the sale of the property to the city at the counter offer value of \$965,000 and given again in 7 below, the seller will
- 33 donate from the proceeds of the sale, \$150,000 to the city for use in renovating the Trinity property to be used as a
- 34 Community Senior Center. With this donation offer, the former offer to assist the City in the payment terms is now not
- 35 in the counter offer
- 36 _____
- 37 7. The sellers can sell Trinity property to the city for the Senior Center, about 50% below the replacement
- 38 value and substantially below the asking price as of the summer of 2008, this counter offer value is \$965,000
- 39 _____
- 40 _____
- 41 _____
- 42 _____
- 43 _____

44 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE
45 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED
46 IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS
47 RESTATED HEREIN.

48 Until notice of acceptance is delivered the subject property is still on the market for sale, and this offer may be revoked at any
49 time with notice, and the property may be sold to any other party.



50 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not
51 accepted by _____ o'clock am/ pm; on the _____ day of _____, _____.

WRMarts Pres
The First United Methodist Church of Oak Ridge Inc 6/7/2009
Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

The undersigned has received and

- ACCEPTED** this offer
- REJECTED** this offer
- COUNTERED** this offer with Counter Offer # _____

_____ o'clock am/ pm; this _____ day of _____, _____.

Seller/Buyer (Responding Party)

Seller/Buyer (Responding Party)

Binding Agreement Date. This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date") the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was provided on _____ day of _____, _____, at _____ by _____ name.

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.



NUMBER _____

RESOLUTION

WHEREAS, by Resolution 8-144-99, City Council approved a lease agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center (the "Center") for the purposes of operating a senior center; and

WHEREAS, the City and the County desire to modify the terms of the lease arrangement to provide for a longer lease term commitment as well as improvements to the gym as requested by the City; and

WHEREAS, the proposed lease agreement provides for a seven (7) year term at a total cost of \$460,180.00, which includes an annual lease payment of \$5,170.00 per month for the lease of space plus an additional \$25,900.00 amortized over a five year period for the cost of improvements to the gym; and

WHEREAS, the proposed lease agreement also requires the City to pay twenty-four percent (24%) of the utility bills for the Center; and

WHEREAS, the City Manager recommends be approval of the lease agreement.

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

That the recommendation of the City Manager is approved and the attached Lease Agreement between the City of Oak Ridge and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purposes of operating a senior center is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on this the _____ day of _____, 2009, by and between Anderson County, Tennessee a governmental municipality located at 208 Anderson County Courthouse, 100 North Main Street, Clinton, Tennessee (hereinafter, "Lessor") and the City of Oak Ridge, Tennessee, a governmental municipality located at 200 South Tulane Avenue, Oak Ridge, Tennessee, (hereinafter, "Lessee"):

WITNESSETH:

WHEREAS, Lessor desires to lease certain commercial office space located at 728 Emory Valley Road, for the use and benefit of the Senior Center, located within the Daniel Arthur Rehabilitation Center (DARC) Complex, within the corporate limits of the City of Oak Ridge, in the Second Civil District of Anderson County, Tennessee, and more particularly described in Exhibit 1 (diagram of the leased space) and Exhibit 2 (room square footage, approximately 9,694 sq. ft.) attached hereto and made a part of this lease.

WHEREAS, Lessee desires to lease said space upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements contained herein do hereby agree as follows:

1. Lessor shall lease to Lessee and Lessee does hereby agree to lease the space described in Exhibit 1 and Exhibit 2, attached hereto, for the use and benefit of the Senior Center, located within the DARC Complex on Emory Valley Road.
2. Lessor and Lessee have agreed that the gym, kitchen, bathroom and stage areas, as shown on Exhibit 2, are not to be considered as a part of this lease agreement, but that these areas may be used and controlled by the Lessee, at no charge to the Lessee, with Lessor to be responsible for maintaining the area.
3. Lessor and Lessee agree that rent paid by Lessee hereunder shall be at a rate of Five Thousand One Hundred Seventy Dollars and no/100 (\$5,170.00) per month for a period of seven (7) years. Additionally, there will be an additional amortization payment of Twenty Five Thousand Nine Hundred Dollars (\$25,900.00) to cover the cost of installing a new HVAC system and such other building improvements at the facility, as agreed upon by the Lessee. This will entail an additional Four Hundred Thirty One Dollars and 67/100 (\$431.67) payment each month over a sixty (60) month period. For that sixty (60) month period, the total monthly lease payment will be Five Thousand Six Hundred One Dollars and 67/100 (\$5,601.67). Thereafter, the monthly lease payment will be Five Thousand One Hundred Seventy Dollars and no/100 (\$5,170.00).

4. This lease shall commence effective the 1st day of July, 2009, through June 30, 2016, for a seven (7) year period of time, unless renewed under the provisions for such renewal as hereinafter set forth. The monthly lease payments from July 1, 2009 through June 30, 2014, will be in the amount of Five Thousand Six Hundred One Dollars and 67/100 (\$5,601.67); the monthly lease payments from July 1, 2014 through June 30, 2016, will be in the amount of Five Thousand One Hundred Seventy Dollars and no/100 (\$5,170.00).

5. Lessee shall be responsible for custodial services, to include interior cleaning and cleaning of interior windows, and agrees that it will maintain the leased area in a reasonable state of cleanliness. Lessee shall provide exterior window cleaning.

6. Lessee shall be responsible for the payment of twenty-four percent (24%) per calendar year of the total utility costs of the complex, billed monthly, with payment to be made within thirty (30) days upon receipt of the invoice.

7. Lessor will maintain the parking and driveway areas. Lessor will maintain all heating and cooling equipment and will repair defective electrical outlets with the leased areas. Providing of light bulbs and other similar electrical appliances will be the responsibility of the Lessee.

8. Lessee shall provide its own door signs, or other signs. However, all signs shall meet standards set by the Lessor and proposals for signs must be presented to Lessor prior to installation. Any modification in the area leased shall be subject to written approval by the Lessor.

9. Lessee, its agents, employees, guests and invitees are permitted to use the parking area but Lessor shall not be responsible for security in the parking area and shall not be responsible for losses to, or damage to vehicles in the parking area.

10. Payment for janitorial services within demised premises shall be the responsibility of the Lessee. Lessor shall be responsible for all maintenance items for maintaining the heat and air conditioning systems.

11. Except as noted herein or as may otherwise be agreed in writing in any addendum to this lease, any alterations, additions or improvements made to the demised premises, whether with or without consent of the Lessor, shall become the property of the Lessor, and shall remain upon the premises and be surrendered with the premises upon the termination of this lease agreement and any renewals or extension thereof. The Lessor and Lessee agree that any specialized equipment that shall be placed within the demised premises by the Lessee, and being described as special electronic equipment, computer equipment, or specialized telephones, shall not become the property of the Lessor and shall be trade fixtures and as such be removable by the Lessee at the end of the term of the lease as provided herein; provided, however, that the Lessee shall make sufficient repairs to the building to return the demised premises to a reasonable state of

repair consistent with the state of the premises as though such equipment had not be installed.

12. Lessor and Lessee agree that the Emory Valley Center shall continue to be permitted the use of the gym facility free of charge, up to, but not exceeding five (5) special events per calendar year, with scheduling to be done by the Oak Ridge Senior Center.

13. Lessor shall have the option on thirty (30) days notice to terminate this lease agreement in the event that Lessee has filed against it, or voluntary files, in either state or federal court any proceeding with respect to insolvency or bankruptcy of the Lessee, or if Lessee materially alters its charitable function or ceases its current operation.

14. Condemnation proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by the Lessee for the purposes of its business will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to that portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for remainder of the lease term shall be reduced proportionately to the area lost. This provision shall not be applicable to condemnation of a portion or all of the parking area. Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

15. Lessee accepts the premises "as is" condition. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the conclusion of the lease term, or any renewal or extension thereof, in the same condition as when Lessee took possession, reasonable use and fair wear and tear, and loss by acts of God, including fire and storms, excepted. Upon surrender, Lessee shall remove all business signs placed on the premises by Lessee and shall restore the portion of the premises on which such signs were placed to the same condition as when received.

16. If the premises are totally destroyed, or so substantially damaged as to be untenable by storm, fire, earthquake, or other casualty, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate as determined by the Lessor and Lessee in proportion as the premises have been damaged, and Lessor shall restore promptly as practicable, whereupon full rent shall recommence.

17. If suit is instituted for the collection of any rental due and owing under this lease, Lessee shall be responsible for reasonable attorney fees in addition to the amount

of rent due and owing, and such attorney fees shall become a further part of the indebtedness owed by Lessee to Lessor.

18. Lessor shall, on default with respect to any of the provisions of this lease by Lessee, including payment of the rental as provided herein, provide Lessee written notice of any such breach. Following the date of the written notice, Lessee shall have thirty (30) days to correct such deficiencies. If the condition cannot be corrected with thirty (30) days, Lessee shall have a reasonable time to complete the correction, except that nothing contained herein shall extend the period of time for payment of any delinquent rental due under this agreement.

19. Lessor agrees that Lessee's obligation under this lease shall terminate if the Oak Ridge City Council does not appropriate sufficient funds to make the payment of the rental as provided herein; however, should this occur, Lessee agrees to continue the obligation for the HVAC system upgrades.

20. Lessee agrees that all personal property, trade fixtures and other articles taken upon the demised premises by Lessee, its agents, representatives, employees or assigns, shall be at the sole risk of Lessee. Lessor shall have no responsibility for the theft of same or any damages caused by the act of any co-tenant, or agent, employee or invitee of the Lessee herein except for such as may be caused by willful acts of Lessor or Lessor's agents or representatives.

21. Any and all remedies provided for Lessor for the enforcement of the provisions of this lease are not exclusive, and Lessor shall be entitled to pursue either the rights set forth in this agreement or remedies authorized by law or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this lease agreement or in pursuing any legal action for the enforcement of Lessor's rights.

22. Lessor agrees hereunder and represents to Lessee that it is the owner of the property to be leased pursuant to this lease agreement and that the signing of this agreement by Lessor's authorized representative is with full authority to execute same on behalf of Anderson County. The undersigned person signing for Lessee acknowledges that he has full and complete authority to act on behalf of the leasing corporation, leasing partnership, or leasing individual, and that such lease agreement is, and shall be, binding upon the leasing entity and its assigns and successors in interest.

23. Lessee agrees the Lessor shall not be liable for any damage or injury to Lessee, Lessee's agents, licensees, invitees or contractors or to any person entering the property or the building nor for damage or injury to any personal property therein or thereon resulting from any act or omission of Lessee, Lessees, agents, licenses, invitees or contractors, and Lessee agrees to indemnify and save Lessor harmless from all such claims and demands to the extent allowed by law.

24. Lessee will during the said term insure and keep insured the said leased space from loss or damage by fire and other casualty, in at least the sum of Five Hundred

Thousand and No/100 Dollars (\$500,000.00). Lessee shall also obtain premises liability insurance insuring against personal injury or property damage and occurring on or in conjunction with the leased space. This premises liability insurance shall be in form satisfactory to Lessor. Lessee will pay all of the premiums necessary for those purposes within 20 days after the same shall come due. If at any time the lessee shall at any time fail to insure or keep insured as aforesaid, the Lessee may do all things necessary to effect or maintains such insurance, and any monies expended by them for that purpose shall be repayable by the lessee on demand. Lessee shall provide to Lessor acceptable certificate evidencing insurance of the kind and amount specified herein and shall have Lessor included as an additional named insured on any such insurance.

25. Lessee will keep all and singular the said leased space, in such repair as the same are at the commencement of the said term or may be put in the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.

26. Lessee shall have non-exclusive use of an access easement for ingress and egress from the premises to Emory Valley Road that is included in this lease. Lessee and Lessor agree that neither will block, restrict or damage the right of the other or any third parties to the concurrent use of the access easement.

27. Lessor and Lessee agree that this lease agreement constitutes the entire agreement between the parties hereto and shall not be altered, modified, amended or deleted, except by a document executed in writing signed by the parties hereto, either themselves or through their respective representatives.

IN WITNESS WHEREOF, the parties have executed this leas agreement on this _____ day of _____, 2009.

LESSOR:

**ANDERSON COUNTY,
TENNESSEE**

By: _____

Its: _____

LESSEE:

**THE CITY OF OAK RIDGE,
TENNESSEE**

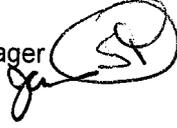
By: _____

Its: _____

FINANCE DEPARTMENT MEMORANDUM
09-05

DATE: June 1, 2009

TO: James R. O'Connor, City Manager

THROUGH: Steven W. Jenkins, Deputy City Manager 
Janice E. McGinnis, Finance Director

FROM: Lyn Dowlen, Accounting Division Manager

SUBJECT: COMPETITIVELY BID COMMODITY REQUIREMENTS FOR FISCAL YEAR 2010

The accompanying resolution provides for the approval of the City's routine commodity requirements that are competitively bid in the total estimated amount of **\$811,185**.

Annual contract orders effectively commit the City's full requirements for a specific commodity with the supplier for a specified period. The supplier agrees to meet the City's service requirements at the agreed upon price, generally fixed for the contract term. The supplier is ensured of a certain level of business activity at an estimated quantity and can adjust their inventory and service level accordingly. Delivery lead times are reduced and additional savings are achieved through paperwork and inventory reduction. The accompanying bid abstracts provide the bid quotation detail and explain the award recommendation. The following information is provided to further explain the evaluation and recommendation process.

WAREHOUSE STOCK STONE – REQUEST #112583

The recommended supplier for this product is Vulcan Materials, Co. which provided the lowest bid received. This product is delivered to the stockpile located at the Central Service Complex. The FY10 estimated cost for this product is **\$162,000**.

STONE PRODUCTS – REQUEST #112584

The recommended supplier for these items is Rogers Group, Inc., which provided the only bid for all the line items requested. Therefore, Roger's Group had the lowest total bid of all stone products needed. The FY10 estimated cost for these products total **\$120,225**.

HOT MIX ASPHALT – REQUEST #112585

The recommended supplier for this product is Rogers Group, Inc., which provided the only bid. Staff prefers to have a secondary supplier for this item as in years past. However, no bids were received. Staff believes this to be a fair bid for the City's annual requirement after a review of current State pricing received for construction contracts this year. The FY10 estimated cost for this product is **\$228,960**.

The following items are routinely used by City departments. These items will be competitively bid and purchased on an as needed basis during the fiscal year.

CHEMICAL SUPPLIES FOR WATERWORKS

Chlorine and Hydrofluosilic Acid for the WTP, and Ferric Chloride and Activated Carbon for the WWTP and four items that are purchased for the Treatment Plants on an as needed basis from approved suppliers. These items will be competitively bid as needed. The estimated amount for FY2010 is **\$150,000**.

COMPUTERS, PRINTERS, SERVERS AND OTHER COMPUTER RELATED EQUIPMENT

Staff is requesting that Council authorize an expenditure of \$150,000 for the purchase of computers and computer related items for City departments in FY2010 that are routinely replaced as needed. The estimated life of a computer is four years. These items will be competitively bid as the need arises. The estimated amount for FY2010 is **\$150,000**.

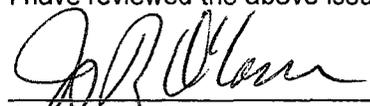
Staff recommends approval of the attached resolution as submitted. Funds are budgeted and available in fiscal 2010 and included in the approved FY10 property tax and utility rates.



Lyn Dowlen

City Manager's Comments:

I have reviewed the above issue and recommend council action as outlined in this document.



James R. O'Connor



Date

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

REQUEST NUMBER: 112583
OPENING DATE: APRIL 30, 2009 2:30 P.M.

DESCRIPTION	ITEM	UNIT	BIDDER:		BIDDER:		BIDDER:	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
WAREHOUSE STOCK STONE			Vulcan Materials Company P.O. Box 7 Knoxville, TN 37901		Rogers Group, Inc. 250 Union Valley Rd Oak Ridge, TN 37830		Aggregates USA P.O. 2389 Knoxville, TN 37901	
ANNUAL CONTRACT ORDER FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010 FOR STOCK STONE FOR USE BY VARIOUS CITY OF OAK RIDGE DEPARTMENTS.	1	12,000 TONS	\$ 13.50	\$ 162,000.00	\$ 14.00	\$ 168,000.00	\$ 14.10	\$ 169,200.00
BASE STONE								
TOTAL PRICE			\$ 162,000.00	\$ 162,000.00	\$ 168,000.00	\$ 168,000.00	\$ 169,200.00	\$ 169,200.00
TERMS			NET 15 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS
DELIVERY			AS REQUESTED	AS REQUESTED	AS REQUESTED	AS REQUESTED	AS REQUIRED	AS REQUIRED
F.O.B.			DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED	DELIVERED
VIA			TRUCK	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK

REASON FOR AWARD	
ONLY AVAILABLE SOURCE	<input checked="" type="checkbox"/>
BETTER OR REQUIRED DESIGN	<input type="checkbox"/>
EARLY DELIVERY	<input type="checkbox"/>
LOWEST TOTAL COST	<input type="checkbox"/>

RECOMMEND AWARD BE MADE TO:	
Vulcan Materials Company	
P.O. Box 7	
Knoxville, TN 37901	

BIDS OPENED AND RECORDED BY---	
<i>Lyn Dowlen</i>	
Lyn Dowlen	
Accounting Division Manager	
BIDS REVIEWED BY---	
<i>Janice McGinnis</i>	
Janice McGinnis	
Finance Director	

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

REQUEST NUMBER: 112584
OPENING DATE: APRIL 30, 2009 2:30 P.M.
FOR ---

DESCRIPTION	ITEM	UNIT	BIDDER: Rogers Group, Inc. 250 Union Valley Rd. Oak Ridge, TN 37830		BIDDER: Vulcan Materials Company P.O. Box 7 Knoxville, TN 37901		BIDDER: USA Aggregates 2209 Blount Avenue Knoxville, TN 37920	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ANNUAL CONTRACT ORDER FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010 FOR CRUSHED AND GRADED STONE FOR THE CITY OF OAK RIDGE.								
BASE STONE - REQUIRED TO MEET TDOT BASE STONE REQUIREMENTS <i>Information only: approximate cost per trip for 10 ton truckload</i>	1	7,000 TONS	\$ 10.75	\$ 75,250.00	\$ 10.00	\$ 70,000.00	\$ 10.50	\$ 73,500.00
#4 STONE - REQUIRED TO MEET TDOT FOR #2 GRADATION	2	300 TONS	\$ 11.25	\$ 3,375.00	No Bid		\$ 176.00	
#57 OR 1" STONE REQUIRED TO MEET TDOT #57 GRADATION <i>Information only: approximate cost per trip for 10 ton truckload</i>	3	3,000 TONS	\$ 11.25	\$ 33,750.00	\$ 11.25	\$ 33,750.00	\$ 12.00	\$ 36,000.00
GRADED RIP RAP	4	400 TONS	\$ 13.25	\$ 5,300.00	\$ 13.50	\$ 5,400.00	\$ 13.50	\$ 5,400.00
SURGE RIP RAP <i>Information only: approximate cost per trip for 10 ton truckload</i>	5	200 TONS	\$ 12.75	\$ 2,550.00	\$ 10.50	\$ 2,100.00	\$ 10.50	\$ 2,100.00
TOTAL PRICE			\$ 120,225.00	\$ 120,225.00	\$ 111,250.00	\$ 111,250.00	\$ 117,000.00	\$ 117,000.00
TERMS			NET 30 DAYS	NET 30 DAYS	NET 15 DAYS	NET 30 DAYS	NET 30 DAYS	NET 30 DAYS
DELIVERY			AS REQUESTED	AS REQUESTED	AS REQUIRED	AS REQUIRED	AS REQUIRED	AS REQUIRED
F.O.B.			OAK RIDGE QUARRY	OAK RIDGE QUARRY	KNOXVILLE QUARRY	KNOXVILLE QUARRY	KNOXVILLE QUARRY	KNOXVILLE QUARRY
VIA			TRUCK	TRUCK	TRUCK	TRUCK	TRUCK	TRUCK
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:					
ONLY AVAILABLE SOURCE			Rogers Group, Inc.					
BETTER OR REQUIRED DESIGN			250 Union Valley Rd.					
EARLY DELIVERY			Oak Ridge, TN 37830					
LOWEST TOTAL COST (Based on cost per trip)			<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>					

BIDS OPENED AND RECORDED BY---
Lyn Dowlan
Lyn Dowlan
Accounting Division Manager

BIDS REVIEWED BY---
Janice McGinnis
Janice McGinnis
Finance Director

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

REQUEST NUMBER: 112585
OPENING DATE: APRIL 30, 2009 2:30 P.M.

DESCRIPTION	ITEM	UNIT	BIDDER:		BIDDER:		BIDDER:	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
ANNUAL CONTRACT ORDER FOR THE PERIOD JULY 1, 2009 THROUGH JUNE 30, 2010 FOR HOT MIX ASPHALT FOR THE CITY OF OAK RIDGE								
HOT MIX ASPHALTIC CONCRETE TDOT SECTION 411, GRADE E, PICKED UP BY CITY TRUCKS	1	2,200 TONS	\$ 59.25	\$ 130,350.00				
	2	1,200 TONS	\$ 52.35	\$ 62,820.00				
HOT MIX BITUMINOUS CONCRETE BASE MATERIAL TDOT SECTION 307, GRADE B, PICKED UP BY CITY TRUCKS	3	300 TONS	\$ 55.15	\$ 16,545.00				
	4	300 TONS	\$ 64.15	\$ 19,245.00				
DELIVERY CHARGE PER TON OF ITEM 1, 2, AND 3. MINIMUM 20 TON LOAD	5		\$ 0.30	\$ -				
NOTE: ALL QUANTITIES ARE ESTIMATED								
TOTAL PRICE			\$ 228,960.00					
TERMS			NET 30 DAYS					
DELIVERY			AS REQUIRED					
F.O.B.			PLANT - 8 MILES					
VIA			CITY TRUCK					

OTHER BIDDERS CONTACTED
Vulcan--Knoxville, TN
Aggregates USA--Knoxville, TN

BIDS OPENED AND RECORDED BY:--
Lyn Dowley
Lyn Dowley
Accounting Division Manager

BIDS REVIEWED BY:--
Janice McGinnis
Janice McGinnis
Financial Director

REASON FOR AWARD
ONLY BID RECEIVED X
BETTER OR REQUIRED DESIGN
EARLY DELIVERY
LOWEST TOTAL COST

RECOMMEND AWARD BE MADE TO:
Rogers Group
250 Union Valley Rd
Oak Ridge, TN 37830

RESOLUTION

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of various materials as required during Fiscal Year 2010 (July 1, 2009 through June 30, 2010) and has received competitive bids which were publicly opened; and

WHEREAS, other required materials, with an aggregate cost exceeding \$25,000 during Fiscal Year 2010, will be competitively bid during the year on an as needed basis; and

WHEREAS, the City Manager recommends that awards be made based upon the competitive bids that have or will be received with the respective suppliers of materials hereinafter set forth.

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

That the recommendation of the City Manager is approved and awards are hereby made as follows:

To Vulcan Materials Company, P.O. Box 7, Knoxville, Tennessee 37901, for the furnishing of warehouse stock stone products, in accordance with its bid as submitted and publicly opened on April 30, 2009, as shown on Request No. 112583, in an estimated amount of \$162,000.00.

To Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing of non-stock stone products, in accordance with its bid as submitted and publicly opened on April 30, 2009, as shown on Request No. 112584, in an estimated amount of \$120,225.00.

To Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing of hot mix asphalt, in accordance with its bid as submitted and publicly opened on April 30, 2009, as shown on Request No. 112585, in an estimated amount of \$228,960.00.

To the lowest and best responsible bidder for the furnishing of chlorine and hydrofluoslic acid for the Water Treatment Plant, and ferric chloride and activated carbon for the Wastewater Treatment Plant, in an estimated amount of \$150,000.00.

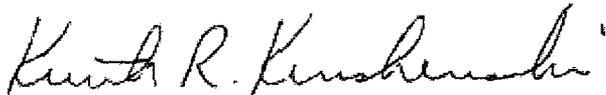
To the lowest and best responsible bidder for the furnishing of computers and printers for City departments, in an estimated amount of \$150,000.00.

Said awards in the grand total estimated amount of \$811,185.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute contracts for and on behalf of the City of Oak Ridge in connection with supplying the above materials and services, where required by law.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

FINANCE DEPARTMENT MEMORANDUM
09-04

DATE: June 1, 2009
TO: James R. O'Connor, City Manager
THROUGH: Steven W. Jenkins, Deputy City Manager
Janice E. McGinnis, Finance Director 
FROM: Lyn Dowlen, Accounting Division Manager
SUBJECT: **NEGOTIATED ANNUAL ORDERS FOR FISCAL YEAR 2010**

The accompanying resolution provides for certain routine annual orders totaling \$4,455,400 for those services and materials that do not lend themselves to the normal competitive bidding procedure. It is recommended that competitive bids be waived and awards made to a Sole Provider, Best Provider or Partnership Contract Provider based upon written quotations and agreements with the perspective suppliers.

While the bulk of the City's requirements for products and services are competitively bid on a routine basis, the nature and circumstances of certain needs require a negotiated award. Each requirement is listed in the accompanying resolution and the following information is provided by category to explain each recommendation.

SOLE PROVIDER

These providers are determined to be the sole source of the services or products based on being the only available supplier or the only practical supplier.

1. Shared Property Audit and Appraisal

The City is required to pay a share of Anderson and Roane County's costs for personal property identification and valuation, and reappraisal costs for property located within Oak Ridge based on Tennessee State law. The City also shares in costs for any outside appraisal services that the County may require to settle appraisal disputes on property located within Oak Ridge. The total estimated amount for these services to Anderson and Roane County's for FY2010 is **\$35,000**.

2. Computer Software Upgrade and Field Support

The City utilizes three major computer software packages, one each for public safety, financial information and the public library. Each software package has annual upgrades, available from the supplier of the software that must be purchased for the systems to remain viable. City staff may also require support (on-site and/or off-site) from the providers for various applications. The three providers are VisionAir (\$75,000), SIRSI Corporation (\$17,000) and Oracle, Inc. (\$22,000) for the total estimated amount of **\$114,000**.

3. Radio Replacement

The City's 800 MHz radio system was purchased during FY94 from Motorola and upgraded to allow digital expansion capabilities of the system in 2008. The maintenance agreement for the radio communications system requires that the City utilize Motorola equipment. Heavily used handheld and automobile radios periodically require replacement. Additionally, the City is in the process of upgrading radios in conjunction with the digital expansion of the system that occurred in 2008. Funds are budgeted in the Emergency Communications, Electric and Waterworks Funds for the replacement radios. Individual radios cost approximately \$2,500 each. The total estimated amount is **\$90,000**.

SOLE PROVIDER, Continued

4. **Wood and Green Waste**

During 1999, Knox County government established a wood and green waste recycling center near the Solway community that is currently operated by Natural Resources Recovery of Tennessee. The City of Oak Ridge recycles approximately 2,100 tons per year of wood and green waste, with 700 tons being leaves and 1,400 tons being other wood waste. The City of Oak Ridge has negotiated with Natural Resources Recovery of Tennessee to provide unit rates of \$20 per ton for leaves and \$26.71 per ton for other wood waste. The total estimated amount is **\$52,000**.

5. **Recycled Biosolids Disposal**

During 2003, the City began using a portable belt press to process biosolids produced at the Wastewater Treatment Plant. The estimated annual production of biosolids should be approximately 5,000 wet tons, which require disposal at an approved solid waste facility. Chestnut Ridge Landfill owned and operated by Waste Management is an approved solid waste landfill and has requested the estimated unit rate of \$27.50 per ton for FY10 that will apply to biosolids produced. The total estimated amount is **\$137,500**.

6. **Advertising and Legal Notices**

The Oak Ridge City Charter requires the City to present information and advertising to the public such as employment ads and legal notices. The Oak Ridger is the City's only daily newspaper and has been designated by City Council as the "official city newspaper". The City and The Oak Ridger will have an all-inclusive advertising contract that establishes the ad rates for the fiscal year and the annual dollar volume. This advertising contract includes legal ads, print ads and employment notices. The total estimated amount is **\$55,000**.

7. **Fire Hydrants**

Hydrants are included in warehouse stock. The value of hydrants has increased due to manufacturing costs. The Public Works Department purchases each year approximately 150 four foot bury hydrants and 50 three foot bury hydrants for the City's hydrant replacement program and emergency use. The delivery for this item can be 4-6 weeks. This item is a sole source as City staff has standardized hydrants used throughout the City, which are purchased directly from the manufacturer through G & C Supply Company or Piping Supply. The estimated amount for FY10 is **\$190,000**.

8. **Electric Meters and Related Equipment**

Electric meters are purchased for the Electric Department on an as needed basis. Due to standardization of electric meters throughout the city, Staff is recommending that formal sealed bids be waived and purchases be awarded to Stuart C. Irby and HD Supply (Utilities). Staff will be testing automatic meter reading (AMR) systems and new meters and related equipment would be purchased from a company such as Sensus Metering Systems, Inc. The total estimated amount for FY2010 is **\$100,000**.

9. **Water Meters and Related Equipment**

Water meters and expansion connections are purchased for the Public Works Department on an as needed basis for the meter replacement program and for residential and commercial growth. Due to standardization of water meters throughout the city, Staff is recommending that formal sealed bids be waived and purchases be awarded to Badger Meter, AMCO, Hayes Pipe & Supply, and Consolidated Pipe & Supply. Staff is considering an automatic meter reading (AMR) systems and new meters and related equipment would be purchased from companies such as Sensus Metering Systems, Inc. The total estimated amount for FY2010 is **\$250,000**.

SOLE PROVIDER, Continued

10. In-Car Digital Video Cameras for Police Vehicles

The sole source vendor is L3 Communications. They will provide in-car digital video recording equipment to be compatible with the City's existing equipment. This will fund 9 cameras for new police vehicles and replacements cameras during the year. The estimated amount is **\$55,000**.

BEST PROVIDER

These providers are determined to be the best source of the services or products based on the provider's expertise, service record or contractual agreement.

1. Unleaded and Diesel Fuel

The vendor is Mansfield Oil Company. This vendor saves several staff hours each month by monitoring and shipping fuel as needed. . The City experienced a 36% increase in fuel cost from FY04 (\$259,650) to FY05 (\$353,420), a 45% increase from FY05 to FY06 (\$518,974), costs were stagnant from FY06 to FY07 (\$517,311), a 47% increase was realized in FY08 (\$758,465). FY09 projected cost (\$475,000) is at a 37% decrease from FY08. Due to fluctuating fuel costs, staff estimates a 32% price increase over the FY09 projected cost for this commodity. The total estimated amount is **\$625,000**.

2. Medical Supplies

The vendor is Emergency Medical Products, Inc. This vendor provides excellent customer service to the Fire Department. They will exchange out expired drugs (have found no other vendor that will) and provides free shipping with a minimum order. The total estimated amount is **\$35,000**.

3. Street Striping Services

The contractor is Superior Pavement Marking, Inc. This contractor provides excellent workmanship, pricing and coordination for the city in providing street striping services such as lane lines, centerlines and edge lines. This contractor is the only proven company known to city staff to provide the type of street striping services required. The total estimated amount is **\$85,000**.

PROFESSIONAL SERVICES

The following suppliers will be utilized on an as-needed basis throughout the fiscal year by various departments for professional services. These providers are chosen based on expertise, quality service and continuity of service. Tennessee Code Annotated §12-4-106 provides for the award of professional service contracts without competitive bidding.

1. Power Distribution System Consultants

The Electric Department has utilized the services of engineering consultant firms for over twenty years. This arrangement is required to allow for completion of specific projects in a timely manner. For work costing in excess of a few hundred dollars, a written proposal is required prior to commencement of the work. The expenditures are made to qualified engineering firms with electrical distribution expertise, including but not limited to: Allen and Hoshall, DHRS-Engineering Solutions, Inc., Lackey and Associates, Inc., Mesa Associates, Inc., Dean Orr and EI Review and Company, Inc. The total estimated amount is **\$85,000**.

BEST PROVIDER, Continued
PROFESSIONAL SERVICES, Continued

2. **Water and Wastewater System Engineering Consultants**

Lamar Dunn and Associates provide professional engineering services relating to the Industrial Pretreatment Program, safety training, advice relating to activities the City conducts with the Department of Environment and Conservation, and general engineering services for the water and wastewater treatment plants. The total estimated amount is **\$60,000**.

CONTRACTUAL SERVICES – CONTRACT RENEWALS

The following suppliers submitted bids or cost proposals in a previous fiscal year for the provision of materials and services on a multi-year basis.

1. **Employee Uniforms**

Aramark Uniform Service, Inc. has provided the City's uniform service contract for fourteen years. This contract provides work uniforms for approximately one hundred fifteen (115) City employees located in various departments. The uniform service contract consists of picking up dirty uniforms, laundering the uniforms and delivering clean uniforms for a weekly fee. The contractor also charges for the replacement of worn or damaged uniforms that are replaced on an as-needed basis. City staff estimates that the cost to supply all new uniforms to these employees at one time would exceed \$47,000. The current uniforms last three to four years, which enables the City to pay for replacement uniforms on a periodic basis. The supplier has agreed to continue this contract for FY10 without a price increase per uniform cost. The total estimated amount is **\$66,000**.

2. **Employee Life and Long Term Disability Insurance**

Marsh USA, Inc., insurance broker for the City, negotiates the employee life insurance rates with Standard Insurance Company. The total estimated amount for FY10 is **\$188,000**.

- Life Insurance \$98,000
- LTD Premium \$90,000

3. **Property, Liability and Workers' Compensation Insurance**

TML Risk Management Pool has agreed to renew the City's property, liability and workers' compensation insurance policies for FY10. The City has been insured by TML Risk Management Pool since 1981 and has been satisfied with their service. The total estimated amount is **\$1,066,900**.

- Property Insurance \$300,000
- Liability Insurance \$466,900
- Workers' Compensation \$300,000

4. **HAZMAT Medical Testing Services**

OSHA statute and National Fire Protection Association standards require that all employees who respond to hazardous materials incidents have annual HAZMAT medical testing. This requirement is primarily for City fire service employees. Staff solicited proposals for this service and received responses from four providers. Park Med Ambulatory Care submitted the lowest total cost for the various tests included in the HAZMAT medical testing. The total estimated amount is **\$32,000**.

BEST PROVIDER, Continued

CONTRACTUAL SERVICES – CONTRACT RENEWALS, Continued

5. Motorola Radio System

The City negotiated an extension to the contract with Motorola Communications and Electronics, Inc., for the provision of maintenance for the 800 MHz Trunked Communications System. The total estimated amount is **\$84,000**.

CONTRACTUAL SERVICES – ANNUAL CONTRACTS

The following suppliers will be utilized on an as needed basis throughout the fiscal year, by various departments for ongoing contractual services. These providers are chosen based on quality service and continuity of service to the City.

1. Temporary Employment Services

The City has demonstrated a need for temporary employees in clerical and technical positions. When a specific need is identified, companies such as Temp Systems, Inc., ADECCO, Account Temps, Alternate Staffing, Inc., IT Staff and At-Work will provide the temporary employment services. The award will be based on price, availability and the skills of the applicants. The total estimated amount is **\$150,000**.

2. Information Services Consultants

The City has demonstrated a need for temporary technical support in the Administrative Services Division for special projects that require expertise in a timely manner in specific fields such as Geographic Information Systems. The expenditures will be made to qualified companies such as Integracon, SDI Networks, SAIC and TEK Systems. The total estimated amount is **\$100,000**.

3. Meter Reading Services

The City demonstrated a need in June 2005 for contract meter readers for electric and water meters (a staffing vacancy and an injury) Utility Meter Services (UMS), Inc. provides contract meter readers to other area utilities and was able to provide contract meter readers to the City on a temporary basis in an expeditious manner. Based on the positive results obtained, the City has continued utilizing UMS rather than filling vacant positions. The expenditures will be made to a qualified company such as UMS. The total estimated amount is **\$225,000**.

4. Rental of Heavy Equipment

The City has demonstrated a need for the rental of heavy equipment for various projects. The urgencies and nature of some of these projects require a quick response, may not allow time for the competitive bid process and the rental equipment required could exceed the City's sealed bid limit. Staff has requested monthly rental prices of various types and sizes of heavy equipment, including delivery costs from eight area companies. Utilizing the information provided from the rental companies, the equipment will be rented on an as-needed basis by city departments throughout FY10. The award will be based on type of equipment required, price and availability. The total estimated amount is **\$50,000**.

5. Street Resurfacing Emergency Service

Historically, the City has had a street resurfacing contract with Rogers Group, Inc. including annual renewal options. The urgency of certain resurfacing projects associated with utility excavations require immediate repair and could exceed the City's sealed bid limit. In the past these projects were part of the resurfacing contract. When the need arises in FY10, the City will negotiate the cost of resurfacing services with qualified companies such as Rogers Group, Inc. The total estimated amount is **\$150,000**.

PARTNERSHIP CONTRACT PROVIDER

The partnership contracts with the State of Tennessee and the Tennessee Valley Authority (TVA) are the results of a competitive bid process by each agency. They have developed specifications, solicited bids, reviewed the bids and made an award. In general, the State and TVA have increased bargaining power with suppliers and receives a larger discount on their contracts than local governments.

TVA PARTNERSHIP CONTRACT

1. **Poles**

This item is warehouse stock and includes all sizes of wood poles for use by the Electric Department. This item varies by the size and quantity required for certain jobs. Staff will attempt to order by the full truckload so that freight charges will be less than with partial loads. The poles will be procured through the TVA Partnership Contract. The estimated amount for FY10 is **\$60,000**.

2. **Cables**

This item includes two underground cables in warehouse stock for use by the Electric Department, specifically 1/0 Aluminum 15 KV primary (\$260,000), 4/0 Aluminum (\$40,000) underground cables and wire, AL Triplex 1/0 (\$15,000). The increasing cost of metals has directly influenced the price of these items. These items will be procured through the TVA Partnership Contract. The estimated amount for FY10 is **\$315,000**.

Staff recommends approval of the attached resolution as submitted. Funds are budgeted and available in fiscal 2010 and included in the existing property tax and utility rates. As the recommendation is that competitive bids be waived, council is reminded that a unanimous vote is required for approval.



Lyn Dowlen

City Manager's Comment: I have reviewed the above issue and recommend council action as outlined in this document



James R. O'Connor

6/10/09
Date

RESOLUTION

WHEREAS, the City of Oak Ridge has need for certain routine materials, equipment and services during Fiscal Year 2010 (July 1, 2009 through June 30, 2010); and

WHEREAS, said materials and services do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, the City Manager recommends that competitive bids be waived and awards be made based upon the written quotations and agreements which have been negotiated with the respective suppliers of materials, equipment or services hereinafter set forth.

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

That the recommendation of the City Manager that competitive bids be waived is approved and awards are hereby made to the following firms for the furnishing of the designated materials, equipment or services for Fiscal Year 2010 (July 1, 2009 through June 30, 2010), such awards being based upon the written proposals of the suppliers of the materials or furnisher of the services:

To the Anderson County Trustee and the Roane County Trustee for the City's share of the cost for personal property identifications and valuation as required by State law, in an estimated amount of \$35,000.00.

To VisionAir as the sole supplier of upgrades and field support for the public safety computer system software, in an estimated amount of \$75,000.00.

To SIRSI Corporation as the sole supplier of upgrades and field support for the Public Library computer system software, in an estimated amount of \$17,000.00.

To Oracle, Inc., as the sole supplier of upgrades and field support for the financial package software, in an estimated amount of \$22,000.00.

To Motorola as the sole supplier of compatible radios for the radio communications system, in an estimated amount of \$90,000.00.

To Natural Resources Recovery of Tennessee for the recycling of the City's wood and green waste based on a unit rate of \$20.00 per ton for leaves and \$26.71 per ton for other wood waste, in an estimated amount of \$52,000.00.

To Waste Management for the disposal of the City's biosolids at the Chestnut Ridge Landfill based on a unit rate of \$27.50 per ton, in an estimated amount of \$137,500.00.

To The Oak Ridger as the official city newspaper for the furnishing of advertising space for legal notices, display ads, employment ads, real estate marketing plan inserts, etc., in an estimated amount of \$55,000.00.

To G & C Supply Company, Inc. and Piping Supply, as the sole suppliers of required warehouse stock fire hydrants for use by the Public Works Department, in an estimated amount of \$190,000.00.

To Stuart C. Irby and HD Supply as the sole suppliers of required warehouse stock electric meters for the Electric Department, and Sensus Metering Systems, Inc., and other suitable companies for the furnishing of automatic meter reading systems and related equipment, all in the estimated amount of \$100,000.00.

To Badger Meter Inc.; AMCO; Hayes Pipe & Supply, Inc.; and Consolidated Pipe & Supply, as the sole suppliers of required warehouse stock water meters for the Public Works Department, and Sensus Metering Systems, Inc., and other suitable companies for the furnishing of automatic meter reading systems and related equipment, all in an estimated amount of \$250,000.00.

To L3 Communications Mobile-Vision Inc., as the sole supplier of compatible in-car digital video recording equipment for new police vehicles and required replacements for the Police Department, in an estimated amount of \$55,000.00.

To Mansfield Oil Company for furnishing unleaded and diesel fuel, in an estimated amount of \$625,000.00.

To Emergency Medical Products, Inc., for furnishing medical supplies for the Fire Department, in an estimated amount of \$35,000.00.

To Superior Pavement Marking, Inc., for furnishing street striping services, in an estimated amount of \$85,000.00.

To Allen & Hoshall, DHRS-Engineering Solutions, Inc., Lackey and Associates, Inc., Mesa Associates, Inc., Dean Orr, El Review and Company, Inc., and other qualified consultants as needed for the furnishing of professional engineering services for the Electric Department, in an estimated amount of \$85,000.00.

To Lamar Dunn and Associates for professional engineering services relating to the Industrial Pretreatment Program, safety training, advice concerning the City's activities with the Tennessee Department of Environment and Conservation, and general services relating to the Water and Wastewater Treatment Plants, in an estimated amount of \$60,000.00.

To Aramark Uniform Services, Inc., for furnishing employee uniforms and various other services associated with employee uniforms, in an estimated amount of \$66,000.00.

To Marsh USA, Inc., insurance broker, for employee life insurance with Standard Insurance Company, in an estimated amount of \$98,000.00.

To Marsh USA, Inc., insurance broker, for long-term disability with Standard Insurance Company, in an estimated amount of \$90,000.00.

To Tennessee Municipal League Risk Management Pool for property insurance, in the estimated amount of \$300,000.00.

To Tennessee Municipal League Risk Management Pool for liability insurance, in the estimated amount of \$466,900.00.

To Tennessee Municipal League Risk Management Pool for workers' compensation insurance, in the estimated amount of \$300,000.00.

To Park Med Ambulatory Care for furnishing hazmat medical testing services for City employees, in an estimated amount of \$32,000.00.

To Motorola Communications and Electronics, Inc., for furnishing of maintenance of the 800 MHz Trunked Communications System, in an estimated amount of \$84,000.00.

To Temp Systems, Inc., ADECCO, Account Temps, Alternate Staffing, Inc., IT Staff, At-Work and other suitable companies as needed for furnishing temporary employment services, in an estimated amount of \$150,000.00.

To Integracon, SDI Networks, SAIC, TEK Systems and other suitable companies as needed for furnishing temporary technical support for the Administrative Services Division, in an estimated amount of \$100,000.00.

To Utility Meter Services and other suitable companies as needed for residential and commercial meter reading services for the Business Office, in an estimated amount of \$225,000.00.

To various area City-approved companies for the rental of various heavy equipment on an as-needed basis, in an estimated amount of \$50,000.00.

To Rogers Group, Inc., and other suitable companies as needed for emergency street resurfacing, in an estimated amount of \$150,000.00.

To the current Tennessee Valley Authority contract supplier for warehouse stock wood poles for the Electric Department, in an estimated amount of \$60,000.00.

To the current Tennessee Valley Authority contract supplier for warehouse stock underground cable (1/0 Aluminum 15kV primary, 4/0 Aluminum cables and wire, and AL Triplex 1/0) for the Electric Department, in an estimated amount of \$315,000.00.

Said awards in the grand total estimated amount of \$4,455,400.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute contracts for and on behalf of the City of Oak Ridge in connection with supplying the above materials and services, where required by law.

This the 22nd day of June 2009.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

**ANDERSON COUNTY
COMMUNITY ACTION
COMMISSION**

CITY CLERK MEMORANDUM
09-40

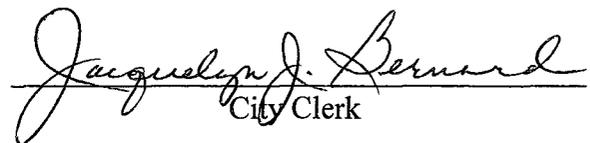
DATE: June 8, 2009

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: ATTENDANCE RECORD FOR EDWARD ALAN BEAUCHAMP

Today I spoke with Ms. Susan Bowling of the Anderson County Community Action Commission about the attendance record of Mr. Edward Alan Beauchamp, the incumbent candidate for the Oak Ridge seat on the Commission's Board of Directors. Ms. Bowling said that since his appointment on January 12, 2009, Mr. Beauchamp has missed only one meeting of the Board.


City Clerk

Attachment: Resume

ANDERSON
COUNTY
ECONOMIC
DEVELOPMENT
ASSOCIATION
(ACEDA)

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Gerald L. (Jerry) Cooksey, Jr.

BOARD OR COMMISSION: Anderson County Economic Development Association

TIME IN OFFICE: Term of Office 4 Years

Date Appointed 2/14/04

Number of Terms Served 1

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 17

Number of Absences 3

Date Prepared 6/11/09

Attachment: Resume

May 25, 2009

The Honorable Mayor and
Members of City Council
City of Oak Ridge
Post Office Box 1
Oak Ridge, TN 37831

RECEIVED

2009 MAY 27 AM 7:59

OFFICE OF THE CITY CLERK

Dear Mr. Mayor and Members of City Council,

It has been an honor now for five years to serve as a representative of the City of Oak Ridge on the Anderson County Economic Development Association (ACEDA) and its predecessor, the Melton Hill Regional Industrial Development Association. During that time, I have had the pleasure of serving on the Budget Committee for two terms.

My family and I have lived in Oak Ridge now for nearly six years, in the Willow Place subdivision. We have been joined in this wonderful neighborhood by my parents and many others, including our esteemed Mayor Tom Beehan.

It would be a privilege to continue to serve the City of Oak Ridge as a representative to the ACEDA Board. Your vote in support of my continued service would be very much appreciated.

Thank you for your consideration.



Gerald L. ("Jerry") Cooksey, Jr.
105 Graham Place
Oak Ridge, TN 37830

GERALD COOKSEY, JR.

105 Graham Place
Oak Ridge TN 37830
Work: (865) 544-1100
Cell: (865) 789-0655
Email: cooksey_j@comcast.net

EMPLOYMENT

- 2008-Present CFO, Clayton Bank & Trust, Knoxville, TN. \$575 million asset size.
Controller, Clayton Bank & Trust, Knoxville, TN. \$425 million asset size. *2008*
- 2006-08 Internal Auditor, Y-12 Federal Credit Union, Oak Ridge, TN. \$425 million asset size.
- 2004-06 Vice President, Internal Auditor, Tennessee State Bank, Pigeon Forge, TN. \$500 million asset size.
- 2003-04 Vice President & Cashier, TnBank, Oak Ridge, TN. \$90 million asset size.
- 2001-02 Manager, Sigmon Coal Company, Inc., Cumberland Gap, TN
- 1989-01 Senior Vice President for Operations and Compliance, Commercial Bank, Harrogate, TN. \$325 million asset size. *1998-2001*
- Vice President for Operations and Compliance, Commercial Bank, Harrogate, TN *1994-1998*
- Auditor, Commercial Bancgroup, Inc., Harrogate, TN *1990-1994*
- Bookkeeper and Assistant to Cashier, Commercial Bank, Harrogate, TN *1989-1990*

EDUCATION

- 1993-94 M.B.A., Business Administration, Lincoln Memorial University, Harrogate, TN. 4.0 GPA.
- 1990-92 Bank EDP Auditing Certificate, Bank Administration Inst., Chicago, IL
- 1983-86 B.A., Business, Bellarmine College (now Bellarmine University), Louisville KY. Cum Laude, Presidential Scholar, Cardinal Society.

AFFILIATIONS

- 2004-Present Director, Anderson County Economic Development Association (ACEDA), formerly Melton Hill Regional Industrial Development Association
- 2003-Present Director and Treasurer, Willow Place Homeowner's Association, Inc.

CONVENTION

& VISITORS

BUREAU

June 9, 2009

RECEIVED
2009 JUN -9 AM 10: 32
OFFICE OF THE CITY CLERK

To Whom It May Concern:

It has been brought to my attention that there is a vacancy on Oak Ridge City Visitors Bureau Board, and I want to write in request of filling that vacancy. I am a local small business owner, educator, and active community participant. I have been involved since our first days of café ownership with Katy Brown, Nikki Reynolds, Anne Ross, and others in the ORCVB, and have seen the success of our restaurant grow as a result of their involvement with my business. I highly value the objectives of ORCVB as a business owner, as I have seen the development of the local shopping/dining maps have been a tool in which I have been able to use over and over again. I have seen that the advice and involvement of the progressive city development thinking of the ORCVB benefits the welfare of all citizens in terms of social, economical, and political growth for the city of Oak Ridge.

I would be flattered to be an element in this process of development, and would work hard to meet and exceed the expectations of a board member at ORCVB. I hope that my name and expertise can be strongly considered when deciding who might best fill this vacancy.

Sincerely,

Kelly L. Ayers

Owner/Operator, Moondollars Café and Bistro

201 Jackson Square

Oak Ridge, TN 37830

<http://www.moondollarscafe.com>

865.482.1568

Twitter: kellyayers

Facebook: kellyayers

Kelly L. Ayers
105 West Passmore Road
Oak Ridge, Tennessee 37830
Mobile: (865) 898 - 2580
Email: kellyayers@comcast.net

OBJECTIVE

I wish to work in a position that enables me to utilize my strengths in management, books, and education, while applying my education and past career experience towards success of the business.

QUALIFICATIONS

- *Management and Ownership of Moondollars Café, <http://www.moondollarscafe.com>
 - *Maintaining website with updating of daily specials and weekly events
 - *Hiring/management of café staff, as well as training
 - *Accounting/financial management of café operations, as well as execution of all food and restaurant ordering, inventory, and supplies
- *PowerPoint/WordPerfect, presentation skills used in classroom and academic settings
- *Chairperson, Central Elementary School Book Fair, during which new records of fund-raising (\$6046) were set
- *Leadership Skills from leading 5th grade in TCAP scores in writing assessments and language arts achievements
- *Two years as delegation leader with People to People International, which has taken me to Australia, England, Ireland, and Wales while supervising groups of forty secondary students
- *Organization of Accelerated Reading for grade level, which included motivating my homeroom to make a minimum of 15 points earned each in the last nine weeks grading period of the year
- *Building Representative for Morgan County Education Association in 2001
- *TEA Member since 2000 and NEA Member since 1999
- *Have participated and trained with the Intel Education program for our county, serving as one of two representatives for our school that were responsible for training our 50-plus faculty upon return.

EDUCATION

2006 - August, 2007 M.A., Education/Library Media Specialist, East TN State University, Johnson City, TN
2001-2002 Ed.S. Instructional Leadership from Tennessee Technology University, Cookeville
1999-2000 M.A., Education (teaching licensure), University of Tennessee, Knoxville
1989- 1994 B.S., Psychology, University of Tennessee, Knoxville
1985- 1989 High School Certificate, Bearden High School, Knoxville, Tennessee

PERTINENT EMPLOYMENT

JULY 2008 – PRESENT Owner/Operator, Moondollars Café, Oak Ridge, TN

This endeavor has been a dream of my husband, Chris, and mine for a few years. The business is thriving and successful but is not dependent on my presence regularly, so I have chosen to look for some other career-related opportunities. I have always loved books and a management position at a local business would be a great transition.

I have experienced many leadership roles prior to this ownership, but my management skills have been honed in the service industry during this past year. I can use many skills I have strengthened this past year in a management position in retail or service industry.

SEPT. 2005 – MAY 2008 Elementary Librarian, Central Elementary School, Wartburg, TN

This position involves being in charge of all 600-something students at C.E.S. in teaching library skills, research skills, and regular library checking in/out of books. I am also **administrator** of Accelerated Reading program of C.E.S. Currently, as librarian I am required to chair the PTO Book Fair fundraiser three times a year. My first chairing resulted in approximately **5,000 dollars** and my most recent second chairing this past March resulted in over **6,000 dollars** in fundraising.

2001-2005 Fifth Grade Reading/Spelling Teacher, Central Elementary School, Wartburg, TN

This position entails being responsible for teaching TN reading and spelling curriculum for approximately 100 students, preparing the students for TN standardized assessments, and for any other related responsibilities, such as field trip planning and parental involvement. I serve as the grade-level **administrator** for the Accelerated Reading program.

2000-2001 Third Grade Elementary Teacher, Central Elementary School, Wartburg, TN

This position involves being responsible for a classroom of about 25 students and teaching them TN curriculum for all involved subjects, as well as all related responsibilities, such as field trip planning and parental involvement.

1999-2000 Third Grade Elem. Teacher Intern, A.L Lotts Elementary School, Knoxville, TN, as part of Lyndhurst Education Internship Program

Previous experience includes counseling with the **Upward Bound** program (through Douglas Cherokee Economic Authorities) and administratively assisting the **Hope Center** of Fort Sanders (Jeannie Gillian, Ph.D., administrator). I will be happy to provide more details with past employment or contact numbers upon request.)

REFERENCES

*(*Also note additional letters of reference*)*

Kay Tippett, Guidance Counselor
Central Elementary School
1315 Knoxville Hwy
Wartburg, TN 37887
(423) 346 – 6683 work
kaytippett@hotmail.com

Julie Jones, Middle School Teacher
Lenoir City Schools
1350 Muddy Creek Rd
Lenoir City, TN 37772
(865) 457 – 3451
jmjones@acs.ac

RECEIVED

2009 JUN -3 AM 9: 17

GERALD L. COOKSEY
OFFICE OF THE CITY CLERK

PROFESSIONAL EXPERIENCE

2007-Current Business consultant and volunteer work.

1981-2007 Jericol Mining, Inc. Cumberland Gap, TN
Investment Manager

- Management of multi-million dollar investment portfolios.
- Human Resources manager for approximately 200 employees.
- Manager of workers compensation, health and dental insurance plans.
- Contract administrator for all coal contracts.
- Managed multi-million dollar coal sales program, including selling coal and collection of accounts receivable.

1979-1981 American Fidelity Bank Corbin, KY
Executive Vice President

1971-1979 Citizens Fidelity Louisville, KY
Bank Card Credit and Collection Manager

1963-1971 First National Bank Louisville, KY
Manager, Retail Banking

1996-2006 Commercial Bank Harrogate, TN
Director, Member of Audit Committee and Asset and Liability Committee

POSITIONS CURRENTLY HELD

Kentucky Coal Producers Self-Insurance Fund Lexington, KY
Trustee, Chairman of Investment Committee

EDUCATION

Indiana University Southeast Jeffersonville, IN

University of Oklahoma Norman, OK
Installment Credit School

Northwestern University Evanston, IL
Bank Card School

American Institute of Banking Washington, DC
Numerous courses

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2009 JUN -8 AM 8:26

OFFICE OF THE CITY CLERK



Children's Museum of Oak Ridge
461 West Outer Drive
Oak Ridge, TN 37830-3714

Hon. Mayor Beehan & City Council:

Please see attached resume for the purpose of applying for a board position with the Convention and Visitors Bureau.

Thank you for your consideration.

Sincerely,

Mary Ann Damos
Executive Director
(865) 482-1074
chmor@bellsouth.net

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Resume

Mary Ann Damos
Executive Director
Children's Museum of Oak Ridge
461 West Outer Drive
Oak Ridge, TN 37830
(865) 482-1074
Cell: (865) 898-1102
Email: chmor@bellsouth.net

Education

University of Tennessee
M.Ed., Art Education, ongoing

Mercer University; Atlanta, GA
B.F.A
1978

Further Study: Courses in Non-Profit Management, Arts Programming, Studio Art (Arrowmont & other locations), Grant Writing, and Hospital Library Management.

Employment History

Executive Director

Children's Museum of Oak Ridge
2005-present

Provide conceptual leadership for Museum, planning, organizing, staffing, directing, supervising and coordinating activities through staff and Board of Trustees. Responsible for financial management, fundraising, capital fund drive coordination, acquisition, preservation, research, interpretation and presentation of exhibitions and grant writing and implementation of numerous state, federal and private foundations. Design and implement long range planning and coordination of exterior and interior building design. Oversee marketing, publicity and public relations.

Deputy Director/Director of Education

Children's Museum of Oak Ridge
1996-2004

Supervision of all aspects of Museum's educational programming, designing curriculum, coordinating outreach programs, hiring and training teachers, coordinating special events (1996-1999), initiated International Festival in 1998, initiated and implemented Past Perfect computerized software for collection of over 20,000 artifacts, oversight of administrative and personnel matters, grant writer and project director for numerous grants, oversight of exhibit installations, renovations, assume duties of Executive Director in her absence.

Grant Writer and Community Arts Project Director

Self-Employed
1988-1996

Authored and implemented grants for East Tennessee county school system to initiate art programs in schools and a county wide outreach program, founded two children's art camps serving as director for seven years, teacher at summer camps and for NEA outreach program at Rose Center (local cultural center), developed community arts programs through grants. Received award from ETA for establishing and promoting arts programming in region.

Resume

Mary Ann Damos

East Tennessee Children's Hospital Medical Library Director

1985-1988

Responsible for all aspects of hospital library management, initiated a computer based medical search program, maintained policy and procedure manual, prepared and implemented annual library budget, supervised volunteer staff. President Elect, KAHSCLC, (Knoxville Area Health Science Library Consortium) 1987-88.

(Prior to 1985 upon request)

Grants and Collaborations

Project Director, Tennessee Arts Commission, General Operating Support, 2005-present

Project Director, Arts Alliance of Greater Knoxville, Arts Build Communities Grant, 1997 - present.

Collaboration with University of Tennessee, currently with U.T. Gardens/School of Agriculture, 2008-present.

Project Director, East Tennessee Foundation Arts Fund Grants, 2007-2010 and 1996-2003

We Can! CMOR founding site for federal program to combat childhood obesity.

Project Director, Institute for Museum and Library Services, Museum for America Grant, Award winning exhibit, At Home in Appalachia, 2005-2008.

Project Director, Tennessee Arts Commission Arts in Education, Special Projects Grants 1989- 2005

Project Director, Tennessee Arts Commission, Teacher Training Grant, Appalachian Folk Studies Project, creation of Appalachian Teacher's Manual and in-service training programs, manual soon to be available online, 2003-2004.

Project Director, National Endowment for the Arts, Fast Track Grant, 2002

Collaboration with Association of Children's Museum's and Freeman Foundation, Asian Exhibit Initiative. Awarded *Hmong at Heart Exhibit*, 2004-2005.

Professional Affiliations

American Association of Museums, Association of Children's Museums, Association for State and Local History, Tennessee Association of Museums, Southeastern Museum Conference, Tennesseans for the Arts, Americans for the Arts, Arts Alliance of Greater Knoxville, Knoxville Coalition on Childhood Obesity (Children's Hospital), Association of Fundraising Professionals, The Rotary Club of Oak Ridge, Altrusa, Oak Ridge Chamber of Commerce, Knoxville Chamber of Commerce, Safe Kids of Greater Knoxville.

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Charles J. Hope, Jr.

BOARD OR COMMISSION: Oak Ridge Convention and Visitors Bureau

TIME IN OFFICE: Term of Office Three Years

Date Appointed 5/22/06

Number of Terms Served 1

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 20

Number of Absences 1

Date Prepared 6/11/09

Attachment: Resume

Resume

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OFFICE OF CITY CLERK

Contact Information

2006 MAY -9 A 11:19

Name	Charles J Hope Jr. nickname : Chuck
Street Address	203 Englewood LN.
City ST ZIP Code	Oak Ridge, TN. 37830
Home Phone	(865) 481-0214
Work Phone	(865) 483-0979
E-Mail Address	23hope32@mindspring.com

General Information

- I have lived in Oak Ridge since 1974
- I attended the Oak Ridge school system and Graduated in 1980
- I have been owner and operator of Chuck's Car Care Center since 1982
- I have been married for 23 years, wife (Mary) and have two sons (Chuck age 17, and John age12)

Interests/Organizations

- I have a wide range of interests. I enjoy reading, hiking, motor sports, gardening, home repairs, and almost any kind of sports.
- I have coached youth soccer teams in Oak Ridge for over 12 years.
- I was coach administrator with AYSO Region 390 of Oak Ridge for three years
- I held several board positions with Tennessee Dirt Karting Association
- I help build homes with the Habitat of Humanity of Anderson County
- Our family was a Ulster Project host during July 2005
- I am on the building committee with our church (Christ Community Church)
- I have completed the Management Success Program training (2004)
- I am active in advance training with Management Success Program and teach at seminars
- I am a graduate of Leadership Oak Ridge (2005)
- I am a very active member of the Oak Ridge Chamber of Commerce
- I AM on the Beer Permit Board (January 2006)

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Thomas H. Row

BOARD OR COMMISSION: Oak Ridge Convention and Visitors Bureau

TIME IN OFFICE: Term of Office Three Years

Date Appointed 5/22/06

Number of Terms Served 1

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 20

Number of Absences 3

Date Prepared 6/11/09

Attachment: Resume

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RESUME FOR OAK RIDGE CONVENTION & VISITORS BOARD

Thomas (Tom) Henry Row

2009 MAY 12 AM 9: 43

OFFICE OF THE CITY CLERK

Born in Blacksburg, Virginia, 1935. Educated in public school system in Roanoke, Virginia

Education

BS - Physics, Roanoke College (1957)

MS - Nuclear Engineering, Virginia Polytechnic Institute and State University (1959)

Joined the staff of Oak Ridge National Laboratory (ORNL) in July 1959. He managed a number of major Research and Operational Programs at the Lab and served as a Division Director and Senior Staff to Laboratory Director. He was responsible for several hundred people and budgets that ranged to ~\$65M annually. He received numerous awards during his career including the Martin Marietta Jefferson Cup Award for Management Achievement. After 40 years of active work he retired in September 1999.

Community and Professional Activities

His community activities include Board Treasurer Emory Valley Center 1960s, American Heart Association volunteer, Monitored Retrievable Storage Task Force of Oak Ridge/Roane County - 1985-88, Roane State Oak Ridge Campus Building Fund committee, Chair of the City of Oak Ridge Citizens' Transportation Committee; Campaign Chair 1996, Board Chair and many committee activities for Anderson County United Way; Grant Coordinator for a USAID grant to United Way and Sister Cities Organization to transfer the youth and senior programs of United Way agencies to Obninsk, Russia, Oak Ridge's Sister City; coauthor of funded Library of Congress grant application to bring members of Obninsk community to Oak Ridge to learn about Food Bank operations that might be started in Obninsk; active participant in the Nine Counties One Vision project; construction foreman during the building of four large community playgrounds in Oak Ridge, Morristown, Knoxville and Claxton; past Board Chair and past Board member for Anderson County Habitat for Humanity, 1992 - 2008; Board Chair and Treasurer for the initial Foundation of the American Museum of Science and Energy and a weekly volunteer at AMSE 1999-2006; Past President of the Rotary Club of Oak Ridge where he has served as Director for several areas of service, including Community Improvement; led the Daffodil plantings, Dogwood Planting Project for COR in 2005, President in 2003-2004, past Assistant District Governor in District 6780 of Rotary; served on the committee responsible for the Secret City Commemorative Walk, Chair of the Katrina Response organized by Rotary; Chair of the Advisory Board Roane State Community College Tech Prep; Member of the Advisory Committee of the YWCA for their Domestic Violence Program; Active volunteer, Lifetime Member and current President of the Board with the UT Arboretum Society; Master Gardener. Member of First Christian Church - involved in many committee activities and community projects and past Board Chair and Moderator, Deacon, and Elder. Currently serving as Chair of the First Christian Church Recovery Team which has responsibility for oversight of the construction of a new church structure following an arson

fire of December 2004; served on state church boards and as President of Disciples Men of Tennessee, active in the Secret City Festival Planning Committee.

He served on Advisory Committees in Environment Safety & Health, Waste Management and Training at: University of Tennessee, 1984-92, Roane State Community College, 1988-2005; Chattanooga State Community College, 1991-1995; Consultant to the United States Nuclear Regulatory Commission Advisory Committee on Reactor Safety 1968 -1970; Advisory Board of the National Institute for Environmental Renewal in Mayfield, PA 1994 - 2000; Technical Advisory Committee of local firm DPI, 2002-2006 and PTG Organizational Solutions, LLC Advisory Committee, 2005- ; Advisory Committee to the University of Cincinnati Public Health Program for the past 19 years.

Received the Sertoma Man of the Year Award in 1998, Covenant Health Platinum Award for Outstanding Seniors in 2003, Jefferson Award from WBIR in 2003, Tennessee Governor's Volunteer Stars Awards as Volunteer in Anderson County in 2008.

Professional Society Activities

Mr. Row was very active in the American Nuclear Society, and a member since 1960- Board of Directors, 1987-90, 93-94, Executive Committee 93-94.
Power Division -Chair, 1983-84, Executive Committee, Program Committee Chair,
Fuel Cycle Waste Management Division - Secretary/Treasurer 1989-90, Executive Committee,
Environmental Sciences Division - Chair, 1978-79; Executive Committee, Program Committee Chair,
National Program Committee Chair, 1985-88,
National Publications Steering Committee Chair, 1990-94,
Oak Ridge/Knoxville Section member,
Technical Program Chair for National Meeting, 1984,
General Chairman of National Meeting 1998,
Received the Society Outstanding Service Award and the Presidential Award for Leadership in recognition for his many years of active participation in ANS,
Elected a Fellow of the Society in 1999.

Personal

Tom and his wife Patricia (Pat) live in Oak Ridge at 114 Nebraska Avenue. Pat is retired from SAIC. They share seven children, seventeen grandchildren and four cats. Six of their children are college graduates and their seventh just returned to college to complete her last year of her elementary education degree. Tom enjoys volunteer and church work, landscaping, photography, steam trains and travel.

Tony Turner
107 Esquire Ct
Oak Ridge, TN 37830
June 4, 2009

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2009 JUN -4 PM 3: 22
OFFICE OF THE CITY CLERK

The Honorable Mayor and City Council of
Oak Ridge
200 S. Tulane St.
Oak Ridge, TN 37830

To the Honorable Mayor and City Council of Oak Ridge:

My name is Tony Turner and I am writing to ask you to consider me for a position on the Board of Directors of the Oak Ridge Convention and Visitors Bureau.

I believe I have the skills and desire necessary to successfully complete a three year term.

Please find attached a copy of my latest resume.

Thank you for your consideration in this matter.

Sincerely,

Tony Turner
Citizen of Oak Ridge

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2009 JUN -4 PM 3: 22

OFFICE OF THE CITY CLERK

Richard A. Turner
107 Esquire Court
Oak Ridge, TN 37830
(865)-574-9076
orturners@comcast.net

Objective: A position on the Board of Directors of the Oak Ridge Convention and Visitor's Bureau

Skills Summary

Over 26 years of experience in managing people and complex projects. Expert at organizing and overseeing multiple tasks concurrently. Skilled in forecasting needs in terms of manpower, equipment, facilities, and funding. Experienced in budgeting, administration, and management of contracts and work proposals. Excellent written and verbal communications skills.

Qualifications

Management- Broad management experience in business and large military organizations. Currently manage a program office with a budget of over \$60 million. Have led and managed over 900 soldiers in an Army Infantry Battalion. Was the Deputy Chief of Staff of an Army installation with over 30,000 soldiers, supervising the staff in daily operations.

Administration- Able to handle multiple complex tasks concurrently. Responsible for a broad range of administrative requirements in current position. These include program management, problem solving, and office management. In addition, primary responsibility includes contract and work proposal management.

Business Development- Proven ability to establish leads and follow through to increase revenue.

Professional Experience

Oak Ridge National Laboratory Program Manager	Oak Ridge, TN 2006- Present
Capstone Corporation Southeast Regional Business Director	Charleston, SC 2005-2006
Capstone Corporation Strategic Planning Consultant ORNL	Oak Ridge, TN 2004-2005

US Army Deputy Chief of Staff (Senior Management)	Ft Benning, GA 2003-2005
US Army Battalion Commander (Senior Executive)	Ft Riley, KS 2001-2003
Department of Defense, JTF-6 (Counter-drug) Chief of Joint Operations Center (Senior Management)	Ft Bliss, TX 2000-2001
DoD, JTF-6 (Counter-drug) Plans and Operations Officer (Senior Management)	Ft Bliss, TX 1998-2000
US Army Division Training Officer (Senior Management)	Germany and Bosnia 1997-1998
US Army Multiple leadership and staff positions	Multiple Locations 1983-1997

Education

Academic: Master of Arts in Psychology, Saint Mary College, Leavenworth, KS 1996

Bachelor of Science, United States Military Academy, West Point NY 1983

**ELDER CITIZENS
ADVISORY BOARD**

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Dewie Bilbrey

BOARD OR COMMISSION: Elder Citizens Advisory Board

TIME IN OFFICE: Term of Office Three Years

Date Appointed 9/20/99

Number of Terms Served _____

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 24

Number of Absences 5

Date Prepared 6/11/09

Attachment: Resume

King, Sandy

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From: deroosp@aol.com
Sent: Monday, June 01, 2009 10:58 AM
To: King, Sandy
Subject: Dewey

2009 JUN -1 AM 11: 25
OFFICE OF THE CITY CLERK

andy,

his note confirms that Dewey Bilbrey will continue to represent the Oak Ridge Retired Teachers Association on the Senior Advisory Board. He has consented to continue and plans to attend next weeks meeting. He is out of town this week.

at DeRoos
RRTA

Good Credit Score is 700 or Above. See yours in just 2 easy steps!

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: Lynne Burchell

BOARD OR COMMISSION: Elder Citizens Advisory Board

TIME IN OFFICE: Term of Office Three Years

Date Appointed 7/07/03

Number of Terms Served 2

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 24

Number of Absences 6

Date Prepared 6/11/09

Attachment: Resume

ANDERSON COUNTY

OFFICE on AGING

125 Leinart Street, Suite 3, Clinton, TN 37708

Phone (865) 457-3259 • Fax (865) 463-7757

Cora Spisak, Coordinator

www.andersonooa@aol.com

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OFFICE OF THE CITY CLERK

East Tennessee

Human Resource Agency

Gordon Acuff, Executive Director

Administrative Office

Cross Park Drive, Suite D-100

Knoxville, TN 37923

Phone (865) 691-2551

Est. 1973 - AGAPE for Anderson County's Senior Citizens ...

June 9th 2009

To Oak Ridge City Council,

Dear Council members, I have served on the Elder Citizens advisory Board for the last six years, representing the Anderson County Office on Aging. I would like to be considered to serve a further term representing the Office on Aging.

At this time the Office on Aging is without a chair of the committee, and so I would like to nominate myself with the blessing of the director Cora Logan.

With Thanks



Lynne Burchell
Clinical Manager,
Covenant Health Senior Services

CITY OF OAK RIDGE, TENNESSEE
BOARDS AND COMMISSIONS

TIME IN OFFICE AND ATTENDANCE RECORD

NAME: William A. Pryor

BOARD OR COMMISSION: Elder Citizens Advisory Board

TIME IN OFFICE: Term of Office Three Years

Date Appointed 2/19/07

Number of Terms Served No full term

ATTENDANCE RECORD (MOST RECENT TERM OF OFFICE):

Number of Meetings Held 19

Number of Absences 3

Date Prepared 6/11/09

Attachment: Resume

City of Oak Ridge,
P.O. Box 1,
Oak Ridge, TN 37831

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2009 JUN -1 AM 8:15
OFFICE OF THE CITY CLERK

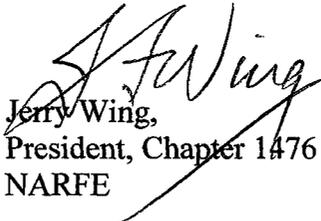
Attn: Sandy King,

Dear Ms. King,

Mr. William A. Pryor, our representative to the Oak Ridge Senior Citizens Advisory Committee, has advised me his term of service is about to expire. Bill has done an exemplary job of keeping our organization apprised of the status of the committee's activities & has, thankfully, agreed to continue to serve in that capacity.

Please consider this my request Mr.Pryor be allowed to serve an additional term.

Respectfully submitted,


Jerry Wing,
President, Chapter 1476
NARFE

May 28, 2009

**NOTICE
OF
ELECTIONS**

CITY CLERK MEMORANDUM

09-42

DATE: June 11, 2009

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: ELECTIONS – July 20, 2009

The following elections are scheduled for the July 20, 2009 City Council meeting:

Board of Building and Housing Code Appeals

On July 31, 2009, three (3) seats on the Board of Building and Housing Code Appeals will become vacant due to normal expirations of term. The incumbents are Michael Brown, Joseph E. Lee, III, and Aaron Wells. Messrs. Brown and Wells have indicated that they will serve again if the Council so desires. We have yet to hear from Mr. Lee in this regard and as of this date, there are no new candidates. The term of office is three years.

Board of Electrical Examiners

There is one (1) vacancy on the Board of Electrical Examiners due to a member's removal from office. There are no special qualifications for this seat and the unexpired term will end on March 10, 2011. As of this date, there are no candidates.

Health and Educational Facilities Board

There are three (3) remaining vacancies on the Health and Educational Facilities Board. There are no special qualifications for these seats and as of this date, there are no candidates. These terms end on June 6, 2011, June 6, 2013, and June 6, 2015.

Youth Advisory Board

The terms of the sixteen (16) members of the Youth Advisory Board will expired on July 31, 2009. The members of this Board are appointed by City Council upon recommendation by a Youth Advisory Board Screening Panel which is composed of one member of City Council, one member of the faculty of the Oak Ridge Schools, and the City staff member assigned to work with the Board. The City Council member is Councilman Tom Hayes. As of this date, twelve students have applied.

Deadline for Filing

The deadline for filing is 5:00 p.m. on Tuesday, July 7, 2009.


City Clerk

CITY COUNCIL MEMORANDUM
09-22

DATE: June 10, 2009

TO: Honorable Mayor and Members of City Council

FROM: James R. O'Connor, City Manager

SUBJECT: UPCOMING MEETINGS/MAJOR ISSUES

Monday, July 13, 2009, 6:30 p.m. – Agenda Review Session, Multipurpose Room,
Central Services Complex

Monday, July 20, 2009, 7:00 p.m. – Regular Meeting

- Public Hearing and First Reading – Flood Map Change (Roane County)
- Second Reading – State Route 95 Speed Limit Reduction



James R. O'Connor