

OAK RIDGE CITY COUNCIL  
WORK SESSION

Multipurpose Room, Central Services Complex

Tuesday, March 17, 2015  
6:00 P.M.

**AGENDA**

1. Budget and Finance Committee update by Councilman Hope.
2. Budget schedule briefing.
3. Daniel Arthur Building / Senior Citizens Center lease discussion.
4. Oak Ridge Turnpike / Oak Ridge High School traffic signal – Council questions.

**PROPOSED BUDGET TIMELINE WITH  
CITY COUNCIL ON PAGE 4 OF 5**

**OAK RIDGE SCHOOLS  
FY 2015-2016  
APPROVED BUDGET TIMELINE**

<b><u>September 2014 – January 2015</u></b>	<b><u>DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES</u></b> Estimate Current Year Budget Position (Revenue and Expenditures)
<b><u>September 1–October 12, 2014</u></b>	<b><u>SUPERVISOR OF MAINTENANCE AND OPERATIONS</u></b> Preparation of six-year Capital Improvements Program (FY 2016-2021)
<b><u>September 15, 2014</u></b> <i>Monday</i>	<b><u>SUPERVISOR OF MAINTENANCE AND OPERATIONS</u></b> CIP Draft Due to City of Oak Ridge
<b><u>November 6, 2014</u></b> <i>Thursday</i>	<b><u>CITY PLANNING COMMISSION, RESPONSIBLE DEPARTMENTS, COMMUNITY DEVELOPMENT, PUBLIC 5:30</u></b> Public Work Session on the CIP Draft
<b><u>November 10, 2014</u></b> <i>Monday</i>	<b><u>DIRECTOR OF SPECIAL EDUCATION</u></b> Enrollment Projections submitted to Director of Business & Support Services
<b><u>November 13, 2014</u></b> <i>Thursday</i>	<b><u>CITY PLANNING COMMISSION</u></b> Approval of six-year Capital Improvements Program
<b><u>November 17, 2014</u></b> <i>Monday</i>	<b><u>DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES</u></b> Budget Development Materials distributed to Executive Committee and Department Supervisors  <b><u>ASSISTANT SUPERINTENDENT OF INSTRUCTION</u></b> Distribute Budget Development Materials to Principals and Coordinators  <b><u>DIRECTOR OF HUMAN RESOURCES</u></b> Current HR Database Verified and Completed (Phase I)
<b><u>January 5, 2015</u></b> <i>Monday</i>	<b><u>IN LIEU OF DECEMBER- BOARD MEETING 6:00 P.M.</u></b>
<b><u>January 6, 2015</u></b> <i>Tuesday</i>	<b><u>ADMINISTRATIVE COUNCIL</u></b>

**January 26, 2015**

*Monday*

**REGULAR BOARD MEETING - 6:00 P.M.**

CITY COUNCIL, CITY MANAGER, PLANNING COMMISSION, RESPONSIBLE DEPARTMENTS

Joint work sessions between City Council and Planning Commission to review FY 2016 – 2021 Capital Improvements Program

**January 27, 2015**

*Tuesday*

ADMINISTRATIVE COUNCIL

**February 17-18 2015**

HUMAN RESOURCE OFFICE

Skyward Employee Management Training

**February 17, 2015**

*Tuesday*

DAY ON THE HILL

**February 20, 2015**

*Friday*

SKYWARD, DIRECTOR OF BUSINESS & SUPPORT SERVICES, DIRECTOR OF HUMAN RESOURCES

Determine FY 2016 Step Impact (Phase II)

**Week of February**

**23th, 2015**

CITY MANAGER, SUPERINTENDENT OF SCHOOLS & FINANCE

Meet to discuss “Day on the Hill” information

**March 2, 2015**

*Monday*

**REGULAR BOARD MEETING - 6:00 P.M.(IN LIEU OF FEBRUARY MEETING)**

Approval of Budget Timeline including City Of Oak Ridge Dates

**March 3, 2015**

*Tuesday*

ADMINISTRATIVE COUNCIL

**March 2015**

DIRECTOR OF BUSINESS & SUPPORT SERVICES

Estimate FY 2016 Budget Position (Revenue and Expenditures)

BEP Estimate to arrive in mid-April

DIRECTOR OF HUMAN RESOURCES

HR Database Verified and Completed – (Phase III)

**March 6, 2015**

*Friday*

PHASE I AND II BUDGETS

Due from Principals to Assistant Superintendent of Schools

Due from Executive Committee Staff/Supervisors to Director of Business and Support Services

**March 16-20, 2015**

SPRING BREAK

<b><u>March 16 – April 3, 2015</u></b>	<u>EXECUTIVE COMMITTEE</u> Review of Budget Requests with Principals, Directors & Supervisors
<b><u>March 30, 2015</u></b> <i>Monday</i>	<b><u>REGULAR BOARD MEETING - 6:00 P.M.</u></b> OREA & Principal Salary Proposals
<b><u>March 31, 2015</u></b> <i>Tuesday</i>	<u>ADMINISTRATIVE COUNCIL</u> Budget Discussion
<b><u>Week of April 1st, 2015</u></b>	<u>CITY MANAGER, SUPERINTENDENT OF SCHOOLS &amp; FINANCE</u> Budget Update – Review of Salary proposals
<b><u>April 27, 2015</u></b> <i>Monday</i>	<b><u>REGULAR BOARD MEETING - 6:00 P.M.</u></b> Discuss “Big Picture Draft” (Hand out at meeting)
<b><u>April 28, 2015</u></b> <i>Tuesday</i>	<u>ADMINISTRATIVE COUNCIL</u> Discuss “Big Picture Draft”
<b><u>May 1, 2015</u></b> <i>Friday</i>	<u>CITY MANAGER, SUPERINTENDENT OF SCHOOLS, FINANCE – 1:00 P.M.</u> Review Big Picture
	<u>SUPERINTENDENT OF SCHOOLS, DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES</u> Send “Big Picture Draft” to City Council
<b><u>May 6-13, 2015</u></b> <i>Wednesday</i>	<u>EXECUTIVE COMMITTEE AND SUPERVISORS - ALL FINAL BUDGET DEVELOPMENT MATERIALS DUE TO DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES FOR PROCESSING</u> All Budget Figures <u>including completed Narratives are due</u>
<b><u>May 7, 2015</u></b> <i>Thursday</i>	<u>DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES</u> Finalize All Budget Details, including Revenues, Expenditures, Narratives, etc.
	<u>CITY MANAGER, SUPERINTENDENT OF SCHOOLS &amp; FINANCE</u> Meet to discuss Budget Details to date
<b><u>May 12, 2015</u></b> <i>Tuesday</i>	<u>DIRECTOR OF BUSINESS &amp; SUPPORT SERVICES</u> First Draft of Budget Sent to Board of Education

**May 13, 2015**  
*Wednesday*

**SPECIAL BOARD OF EDUCATION MEETING – 5:30 P.M.**  
Budget Presented to Board of Education  
City Council will visit for Budget Presentation

**May 20, 2015**  
*Wednesday*

**SPECIAL BOARD OF EDUCATION MEETING – 5:30 P.M.**  
Work Session - Budget Development Discussion of the Budget

**May 21, 2015**  
*Thursday*

**SPECIAL BOARD OF EDUCATION MEETING – 5:30 P.M.**  
Line by Line Review of Budget

**May 25, 2015**  
*Monday*

**MEMORIAL DAY HOLIDAY**

**May 26, 2015**  
*Tuesday*

**REGULAR BOARD MEETING – 5:30 P.M.**  
Public Hearing of Budget – First Reading  
**CITY COUNCIL WORKSESSION – 7:00 P.M.**

**May 27, 2015**  
*Wednesday*

**SPECIAL BOARD OF EDUCATION MEETING – 4:30 P.M.**  
Work Session- If Needed

**May 28, 2015**  
*Thursday*

**SPECIAL BOARD OF EDUCATION MEETING – 4:30 P.M.**  
Second Reading – Adoption of Budget

**May 29, 2015**  
*Friday*

**DIRECTOR OF BUSINESS & SUPPORT SERVICES**  
Budget Transmitted to the City

**June 1, 2015**  
*Monday*

**CITY COUNCIL MEETING – BOARD OF EDUCATION AT ATTEND CITY  
PRESENTATION – 7:00 P.M.**  
Board to present School Budget to City Council  
Public Hearing for Appropriations Ordinance

**June 15, 2015**  
*Monday*

**CITY COUNCIL MEETING - 7:00 P.M.**  
First Reading of Appropriations Ordinance

**June 22, 2015**  
*Monday*

**CITY COUNCIL MEETING - 7:00 P.M.**  
Second Reading of Appropriations Ordinance

**June 22, 2015**  
*Monday*

**REGULAR BOARD MEETING – 6:00 P.M.**

**June 23, 2015**  
*Tuesday*

**ASSISTANT SUPERINTENDENT OF SCHOOLS/DIRECTOR OF BUSINESS &  
SUPPORT SERVICES**  
Instructional Allocations Distributed to Principals – via Appendix B-2

CITY COUNCIL MEMORANDUM  
14-45

DATE: December 18, 2014  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: SENIOR CENTER LEASE AGREEMENT

Introduction

An item for City Council's consideration is a resolution to approve a Lease Extension Agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purpose of operating a senior center.

Background

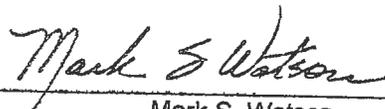
The City has been leasing space from Anderson County at the Daniel Arthur Rehabilitation Center since 1999 for the purposes of operating the Senior Center. The "current" lease agreement with Anderson County was approved by City Council through Resolution 12-117-09 for a five-year lease term, which expires on December 31, 2014. As part of this lease agreement, the City had the option to purchase the property for One Dollar (\$1.00) at the conclusion of the lease term.

By Resolution 12-118-09, City Council directed the City Manager and the Elder Citizens Advisory Board (now called the Senior Advisory Board) to move forward with development of a timeline for construction of a new senior center at the Daniel Arthur Rehabilitation Center location. As part of this plan, the Board was in the process of forming a 501(c)(3) organization in order to raise funds for construction of a new senior center. The idea to raise funds for a new senior center did not go as planned and little money was raised for this effort. Various locations and options have been discussed. However, the City's fiscal situation has not lent itself to development and construction of a new senior center. The Daniel Arthur Rehabilitation Center was also supported as a location versus other options such as local churches.

Anderson County has offered to continue the lease arrangement for an additional five-year term under a Lease Extension Agreement. The Lease Extension Agreement is for a five-year term (January 1, 2015 through December 31, 2019) at the rate of \$5,170.00 per month. The Lease Extension Agreement continues to provide the City with the option to purchase the property at the end of the lease term for One Dollar (\$1.00). This option will allow the City to move forward with plans for a new senior center if funds are raised and City Council elects to exercise the option.

Recommendation

Approval of the attached resolution is recommended.

  
\_\_\_\_\_  
Mark S. Watson

Attachments: Resolution 12-117-09  
Resolution 12-118-09  
Proposed Resolution  
Lease Extension Agreement

**RESOLUTION**

WHEREAS, by Resolution 8-144-99, City Council approved a lease agreement between the City and Anderson County (the "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; and

WHEREAS, the proposed lease provides for a five (5) year lease term at a cost of \$5,170.00 per month, plus twenty-four percent (24%) of the total utility costs for the Center; and

WHEREAS, at the end of the lease and upon giving at least one hundred and twenty (120) days advanced notice to the County, the proposed lease provides the City an option to purchase for one dollar (\$1.00) buildings one, two and three, as shown on an exhibit to the lease agreement, for use as a senior center and other municipal services; and

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

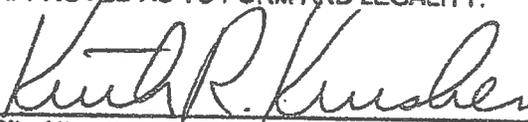
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

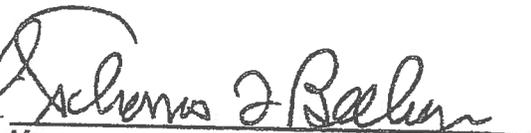
That the recommendation of the City Manager is approved and the attached Lease Agreement between the City of Oak Ridge and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for a five-year term beginning January 1, 2010 and ending December 31, 2014 for the purpose of operating a senior center is hereby approved.

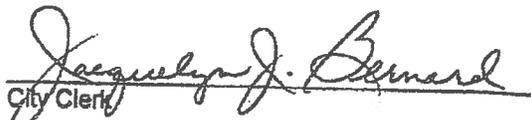
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 14th day of December 2009.

APPROVED AS TO FORM AND LEGALITY:

  
City Attorney

  
Mayor

  
City Clerk



**RESOLUTION**

A RESOLUTION TO APPROVE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF OAK RIDGE, TENNESSEE, AND ANDERSON COUNTY, TENNESSEE, TO LEASE SPACE AT THE DANIEL ARTHUR REHABILITATION CENTER FOR THE PURPOSE OF OPERATING A SENIOR CENTER.

WHEREAS, by Resolution 12-118-09, City Council approved a lease agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purpose of operating a senior center; and

WHEREAS, said lease agreement was for a five year term with the City having the option to purchase the property at the conclusion of the lease term for One Dollar (\$1.00); and

WHEREAS, the lease agreement expired on December 31, 2014 and the City did not exercise the option to purchase the property; and

WHEREAS, the parties desire to enter into a Lease Extension Agreement to essentially renew the lease agreement for another five-year period, with the City having the option to purchase the property at the conclusion of the lease term for One Dollar (\$1.00); and

WHEREAS, the City Manager recommends approval of the Lease Extension 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 Extension Agreement between the City of Oak Ridge, Tennessee, and Anderson County, Tennessee, to lease space at the Daniel Arthur Rehabilitation Center for a five-year term beginning January 1, 2015 and ending December 31, 2019 for the purpose 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 12th day of January 2015.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Alexander J. Ford, Acting City Clerk

**LEASE EXTENSION AGREEMENT**

**THIS LEASE EXTENSION AGREEMENT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Anderson County, Tennessee a political subdivision of the State of Tennessee and governmental entity 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 office, recreational and meeting space located at 728 Emory Valley Road, for the use and benefit of the Oak Ridge Senior Center, located within a portion of 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, (hereinafter referred to as "Leased Space") 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 Leased 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 Leased Space described in Exhibit 1 and Exhibit 2, attached hereto, for the use and benefit of the Oak Ridge 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 scheduled 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 five (5) years.
4. This lease shall commence effective the 1<sup>st</sup> day of January, 2015, through the 31<sup>st</sup> day of December, 2019, for a five (5) year period of time, with the Lessee having the option to purchase the property, (hereinafter, "Option Property" as described more particularly in Exhibits 3, 4, 5 & 6 attached hereto) for One Dollar and no/100 (\$1.00) on the 31<sup>st</sup> day of December, 2019. Notice of the intent to purchase the Option Property for this amount, must be provided to the Lessor by the Lessee no later than one hundred and twenty (120) days prior to the expiration of this lease. If Lessee exercises its option to purchase the Option Property, Lessee agrees that

Option Property must be used for a Senior Center, for the use and benefit of all senior citizens, and other municipal services and never as commercial leased space for "For Profit" businesses or sold to other individuals or entities. If Lessee violates this covenant, Option Property will revert automatically to Lessor without legal process. If the option to purchase is exercised at the end of the Lease Term, Lessor agrees that Lessee may raze the existing structure(s) on the Option Property and replace with a new building for the use and benefit senior citizens and other municipal services.

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

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 within the leased areas. Providing of light bulbs, ballasts and other similar electrical appliances will be the responsibility of the Lessee. If Lessee exercises its option to purchase Option Property at the end of the Lease Term, the Parties agree to mutually share use and maintenance of all facility parking areas, sidewalks and ingress/egress corridors.

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 modifications in the Leased Space 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, or injuries in the parking area.

10. Payment for janitorial services within Leased Space shall be the responsibility of the Lessee. Lessor shall be responsible for all maintenance items for the purpose of 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 Leased Space, 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 of extension thereof. The Lessor and Lessee agree that any specialized equipment that shall be placed within the Leased Space 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 Leased Space 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. Nothing contained herein shall be interpreted to impede Lessor's ability to lease other space within the Option Property during the Lease Term. In the event Lessee exercises its option to purchase Option Property, Lessee agrees to not interfere with the Lessor's use and access of the Dickens Building or the Holiday Bureau Building.

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 operational intent to use the Leased Space as a Senior Center for the use and benefit of all senior citizens.

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 Leased Space in "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, accepted. 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 during its annual budget approval to make payment of the rental as provided herein. Lessee shall notify Lessor of its intent to terminate lease due to valid budgetary constraints no less than ninety (90) days prior to July 1<sup>st</sup> of each year.

20. Lessee agrees that all personal property, trade fixtures and other articles taken upon the demised premises by Lessee, its agents, representatives, employees, invitees or assigns, shall be at the sole risk of Lessee. Lessor shall have no responsibility for the theft of same or any injuries or 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 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 City of Oak Ridge, 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 person or 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 fail to insure or keep insured as aforesaid, the Lessor 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 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 nor damage the right of the other or any authorized third parties to the concurrent use of the access easement.

27. In an effort to memorialize the joint partnership and mutual cooperation of Anderson County and the City of Oak Ridge, the Parties hereto agree that the facility shall be named and referred to as the "Anderson County/Oak Ridge Senior Center. Lessor at its option and expense may install appropriate signage designating the facility by said name. Anderson County residents shall be welcome to participate in senior facility functions, programs and events under the same use and terms afforded to Oak Ridge residents.

28. 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 lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**LESSOR:**

**ANDERSON COUNTY,  
TENNESSEE**

**LESSEE:**

**THE CITY OF OAK RIDGE,  
TENNESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: County Mayor

Its: \_\_\_\_\_

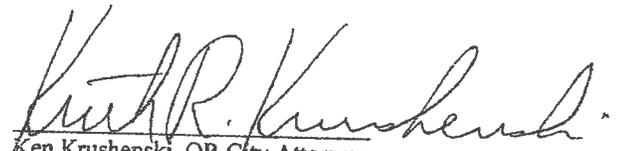
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Robert McKamey, Chair, AC Commission

ATTEST:

\_\_\_\_\_  
Jeff Cole, AC County Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
N. Jay Yeager, AC Law Director

  
\_\_\_\_\_  
Ken Krushenski, OR City Attorney

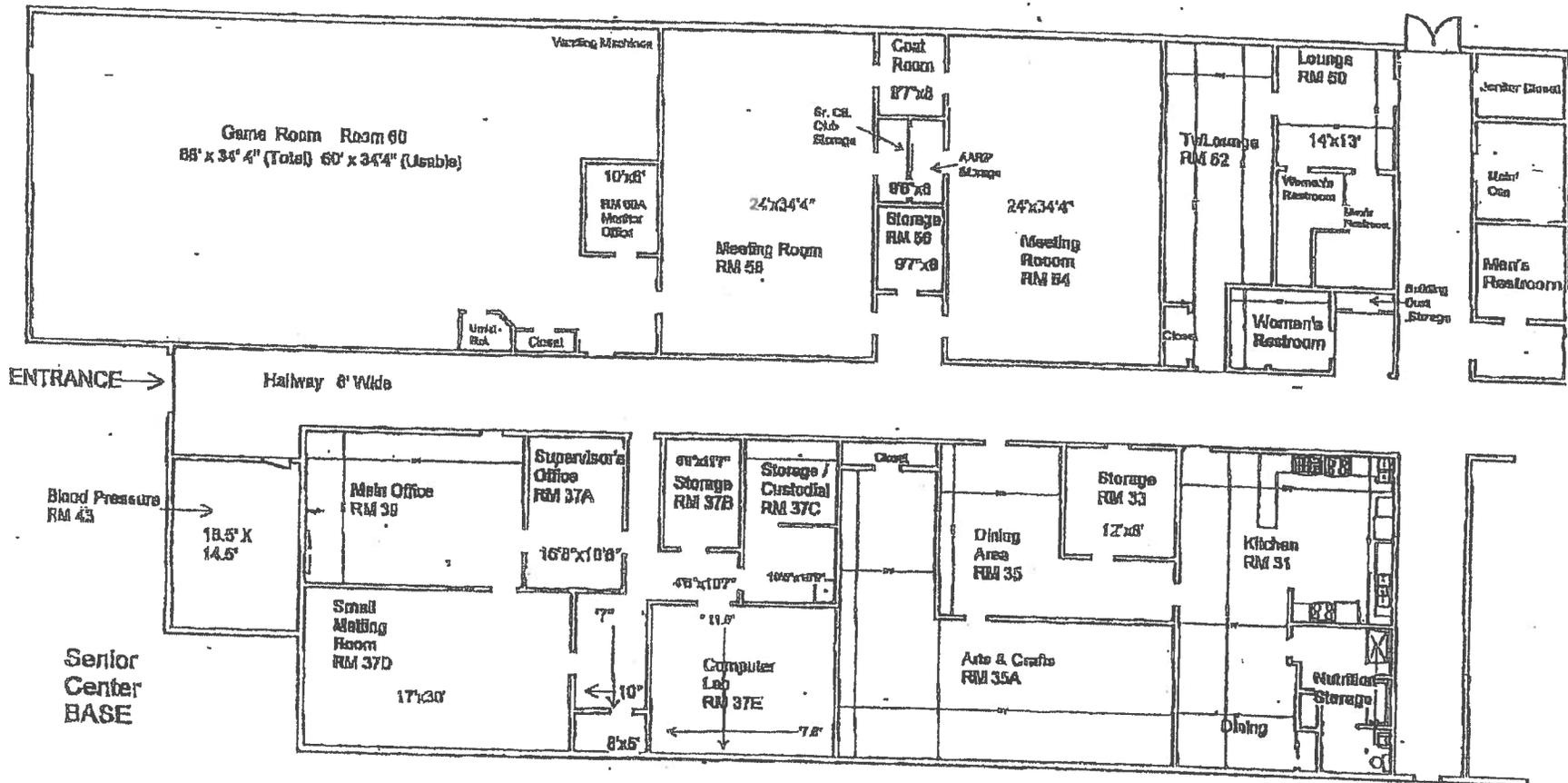
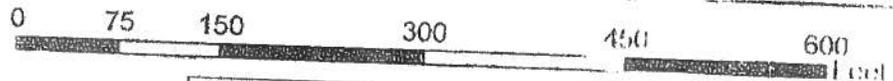
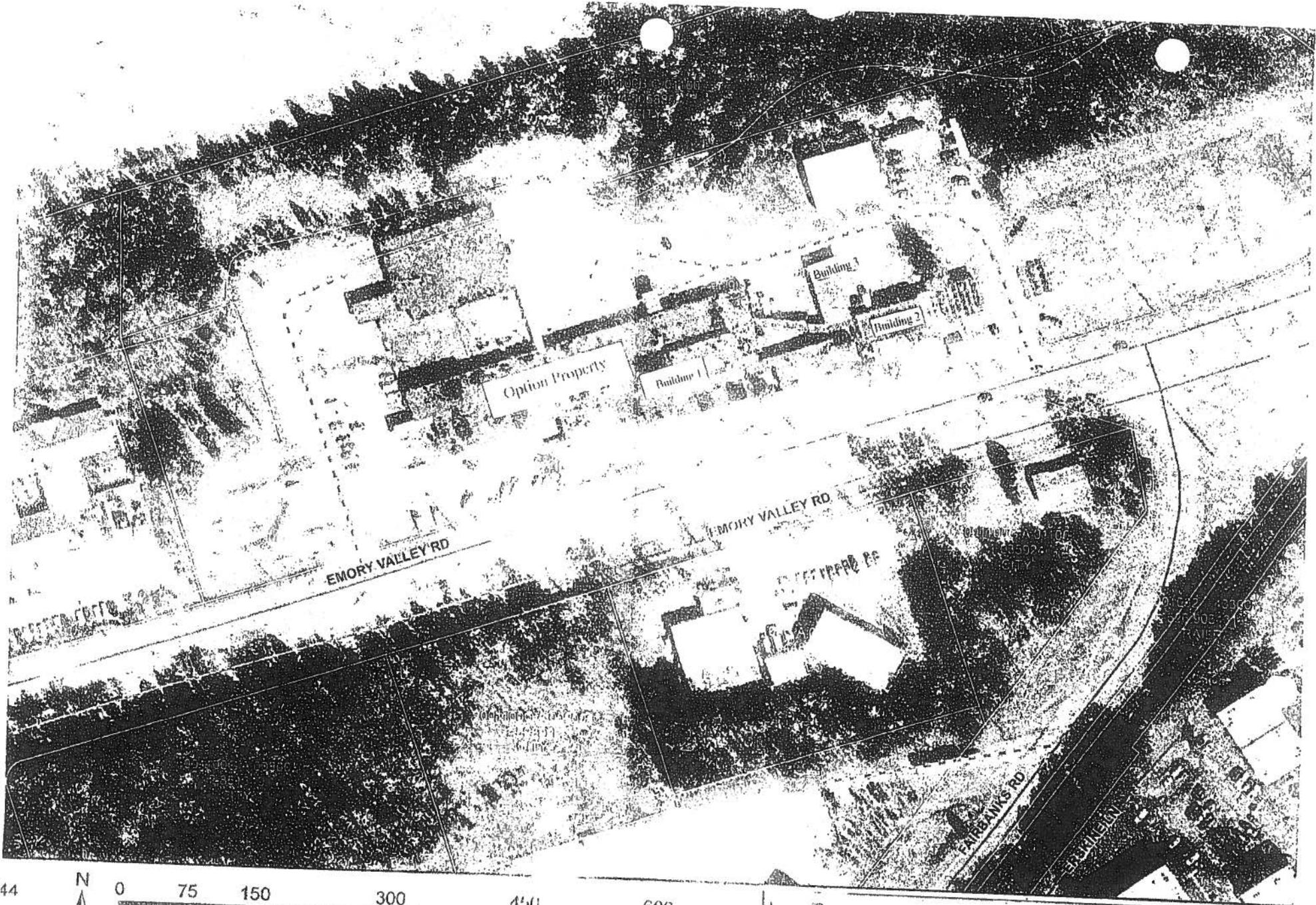


Exhibit 1

Room	Size	Usable Space	Width	Length
RM 28 Chair Storage for GYM	14' x 46"		14	3.63
31 (Kitchen Area)	16' x 23.5		16	23.5
31 (Dining Area)	15' x 13'		15	13
31 Storage	11' x 10.5		11	10.5
31 Bathroom	5' 8" x 7'		5.6	7
33 Storage	12' x 8'		12	8
35 (Dining Area)	13.5' x 16.6		13.5	16.6
36 A (Craft Room)	16' x 33'		16	33
36 A Storage	11' x 5'		11	5
37 A (Managers Office)	16' 8" x 10' 6"		16.6	10.5
37 B (Storage)	8' 9" x 11' 7"		8.75	11.8
37 C (Storage)	10.5' x 16' 9"		10.5	16.75
37 Hall Closet	7.5' x 5'		7.5	5
37 E Card Room	17 x 30		17	30
37 D (Computer Room)	20.5 x 17		20.5	16.5
39 (Office)	24.5 x 16.5		24.5	16.5
43 (Blood Pressure Room)	14.5 x 16.5		14.5	16.5
48 Janitorial Storage	6' 7" x 8'		6.75	8
50 Reading Room	14 x 13		14	13
52 TV lounge	12' x 24' 9"		12	24.75
52 Storage Closet	10' x 2.5'		10	2.5
54	24' x 34' 4"		24	34.4
54 (Storage)	9' 7" x 8'		9.75	8
56 (Storage)	9' 7" x 8'		9.75	8
58	24' x 34' 4"		24	34.4
58 (Storage)	9' 7" x 8'		9.75	8
60	68 x 34' 4"	60' x 34' 4"	60	34.4
60 A (Office)	10' x 8'		10	8
60 (Break/Snack Area)	13' 11" x 8'		13.9	8
60 (Restroom)	5' 8" x 4' 8"		5.6	4.6
Janitor #2 Closet	3' x 8'		3	8
Restroom Men's Main	13.5' x 6.5'		13.5	6.5
Restroom Women's Main	11' x 8.5'		11	8.5
Restrooms, Men & Women's Small	13' 7" x 11' 3"		13.6	11.25
Multipurpose Room (Gym)	72' 10" x 40' 10"	59' x 40' 10"	59	40.8
Multipurpose Room (Gym) Kitchen	27.5 x 40.8	25.5 x 40.8	25.5	40.8
Multipurpose Room (Gym) Kitchen Bathroom	9' x 6.5'		9	6.5

Multipurpose Room (Gym) Stage Area Only		13.8 x 40.8	13.8	40.8	
				Total SF	

	Table Size	Minimum Space Requirements*	Sq Ft Required	Table Quantities	
Billards Table (Std)	4' x 8'	13' 4" x 17'	226.1	4	904.40
Billards Table (Snooker)	5' x 10'	13' 10" x 18'	250.2	1	250.20
	4' Round	48" + 52" (cue) = 8' 4"	64	1	64.00
* Space Requirements provided by Brunswick Billards			Does Not include tables, chairs, etc. Just Billard Tables		1,218.60



1 inch = 135.25 feet

Exhibit 3

	AffectedParcels_PlanningRegion		Streams
	100 Yr Flood		Water Bodies



PROPERTY TYPE: 01 COUNTY  
724 EMORY VALI

STATE OF TENNESSEE REAL ESTATE APPRAISAL CARD

PROPERTY ADDRESS  
OWNERSHIP AND MAILING ADDRESS  
ANDERSON CO BD EDUCATION  
SCHOOL  
724 EMORY VALLEY RD  
OAK RIDGE, TN 37830

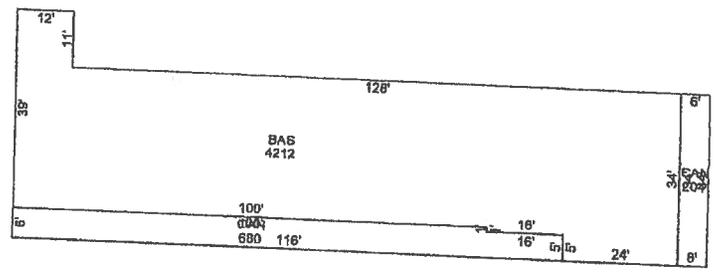
SUBDIV. 1 BLOCK 0J17 LOT 0525  
BK PG BLD LOT TRACT  
SUBDIV. 2 BK PG BLOCK LOT TRACT  
ADDITIONAL DESCRIPTION 02 020CF 020CF52500 000  
DIMENSIONS DANIEL ARTHUR

TAX YEAR 2009  
COUNTY OF ANDERSON  
CITY 649 OAK RIDGE  
MAP GROUP CL AP PARCEL PI 8/1  
010.00 000  
UPDATED 06/29/2004  
PRINTED 11/10/2009

IMPROV. TYPE 31 Educ/Religious  
STORIES 1  
1ST FLR HGT 1  
HGT FACTOR 1.00  
FOUNDATION 02 Continuous Footing  
FLOOR SYSTEM 01 Slab On Grade  
EXTERIOR WALL 11 Common Brick  
PARTY WALL 00 None  
FACTOR 1.00  
STRUCT. FRAME 05 Rigid Frame  
ROOF FRAMING 05 Bar Joist/Rigid Frame  
ROOF COV/DECK 10 Built-Up Composition  
CAB/MILLWORK 03 Average

FLOOR FINISH 05 Vinyl Asbestos Tile  
INTER. FINISH 06 Masonry  
PAINT/DECOR 03 Average  
HEAT & A/C 08 Heat & Cooling Pkg  
ROOMS 8  
PART.FACTOR 0.80  
BEDROOMS 0  
PLUMBING 16  
BATH TILE 01 Floor Only  
ELECTRICAL 03 Average  
SHAPE 02  
QUALITY 01 Average

BUILDING SKETCH (BUILDING # 2)



127	100	96	122	1.00000	105.96	129.27	0	1965	1965
TOTAL POINTS	SHAPE FACTORS	SIZE	ADJ POINTS	BASE RATE	BASE RATE	ADJ BASE RATE	DEPR YR	ACTUAL YEAR BUILT	EFFECTIVE YEAR BUILT

BAS	100	129.27	129.27	4,212	544,485
CAN	25	129.27	32.32	884	28,571

TOTAL AREAS	WTD AREA:	4,433	AUX:	884	BASE:	4,212			
RENTAL SRC	YEAR	AMOUNT	SCH	OCC	SOURCE	BLOG STATUS	DWLG UNITS	BLDG APR DATE	BY
0	0	0	0	3	573.056	1	01/01/1996	04	

EXTRA FEATURES DATA

ID #	TYPE	DESCRIPTION	DATE	BY
------	------	-------------	------	----

LAND DATA

ID #	TYPE	DESCRIPTION	DATE	BY
------	------	-------------	------	----

SALE DATA

ID #	TYPE	DESCRIPTION	DATE	BY
------	------	-------------	------	----

Sketch by Aprax IV Windows™

EXTRA FEATURE APR DATE BY XF VALUE (THIS PAGE)

LAND USE CODE(S) ZONING  
62  
BUILDING PERMITS  
PERMIT NUMBER PERMIT DATE

APPROXIMATED VALUES  
IMPROVEMENTS 3,886,100  
LAND 310,200  
TOTAL APPRAISAL 4,196,300  
USE VALUE APR 0  
ASSESSMENT 0  
ASSESSED @ 0%  
APPROACH MARKET 1

OVERRIDES  
LAND IMPROVEMENTS REASON 0

PRORATION  
DATE TYPE % DAMAGE FA

GREENBELT APPLICATION  
NUMBER YEAR REVIEW NEEDED N

PARCEL DATA UTILITIES  
DISTRICT 02 WATER  
MKT AREA 101 1  
NH TREND 0  
ROAD TYPE 7 SEWER  
ROAD NO. 1  
PLAN REG  
WARD  
CONGR DIST ELECTRICITY  
TOPO 1  
CONST CD 1 GAS SOURCE  
# IMP 5 2  
# MH 0  
INTEREST GAS TYPE  
OTHER  
TRASH 2  
MISC 0  
CENSUS TRACT:  
LAND APR DATE: 8/11/1997 BY 01  
REVIEW DATE: BY  
FINAL REVIEW: BY  
DELETE NEXT YEAR N

NOTES  
REVIEWED 5-14-91 #12 NC; DANIEL AUTHUR REABILITATION CENTER; DANIEL AUTHUR; DANIEL AUTHUR

Exhibit 5



**PUBLIC WORKS DEPARTMENT MEMORANDUM**  
**15-03**

**DATE:** February 23, 2015

**TO:** Mark S. Watson, City Manager

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

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

**SUBJECT: OAK RIDGE TURNPIKE / OAK RIDGE HIGH SCHOOL TRAFFIC SIGNAL**

Introduction

An item for City Council's consideration is a resolution approving a contract (Contract FY2015-238) with S&W Contracting Co. Inc., Murfreesboro, TN, for the installation of a traffic signal at the Oak Ridge Turnpike (State Route 95) / Oak Ridge High School intersection in the estimated amount of \$177,183.

Funding

Oak Ridge City Council Resolution 4-30-11 authorized approval of expenditures from the Special Programs Fund for transportation enhancement projects for traffic capacity/safety, school crossing, and bicycle/pedestrian safety. In July 2014, Council approved the installation of a traffic signal at the Oak Ridge Turnpike/Oak Ridge High School intersection, Resolution 08-80-2014. Adequate funds are available in the Special Programs Fund for this project.

Background

In March 2014, City Council requested the Traffic Safety Advisory Board (TSAB) to review possible traffic control alternatives to improve safety for the Oak Ridge Turnpike/Oak Ridge High School pedestrian crossing. Over several months of reviewing options, in July 2014, TSAB recommended to Council the installation of a traffic signal at the intersection.

In August 2014, City staff retained the engineering firm of Cannon & Cannon, Inc. of Knoxville for design of the traffic signal based on the firm's past experience with the City on pedestrian safety improvements within the City. TSAB provided input on the signal design during their review of improvement options.

The design is shown on the enclosed drawing and includes a fully activated traffic signal with an all-red signal phase that allows pedestrians to cross, while the Turnpike and side street traffic movements are stopped. The duration of the all-red phase is set to allow enough time for pedestrians to safely cross the Turnpike and side street. The need for a crossing guard can be eliminated with this all-red pedestrian phase. The signal design includes provisions to upgrade the traffic signal in the event that a fourth leg of the intersection is desired from the Civic Center at some future date. Such provisions include locating the signal mast arm poles farther apart to not interfere with future construction and oversizing underground conduit to allow for future signal wiring.

The Tennessee Department of Transportation has reviewed and approved the signal design and is in the process of executing the Memorandum of Understanding that assigns the perpetual maintenance responsibility to the City. Such Memoranda are required on any new electrical or solar powered traffic control devices that are installed on a state right-of-way.

Traffic signal projects generally take approximately six months to complete from issuance of the Notice to Proceed. A significant portion of this six month period is needed for manufacturing traffic signal poles. The estimated time to complete the traffic signal is August 2015. There should be no interruption to school traffic or school activities if the signal is not completed by the start of school.

**Public Works Department Memorandum**

**15-03**

**Page 2**

Recommendation

The sealed bid process was followed, two (2) bids were received with award recommended to the lowest bid provided. Cannon & Cannon, Inc., and City staff reviewed the low bid and found it to be acceptable and below the Engineer's estimate. Staff recommends approval of the accompanying resolution as submitted.

  
Steven R. Byrd

Attachment – Intersection design

cc: Jack Suggs, Electric Department Director  
Ken Krushenski, City Attorney  
Roger Flynn, P.E., Senior Civil Engineer

**City Manager's Comments:**

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

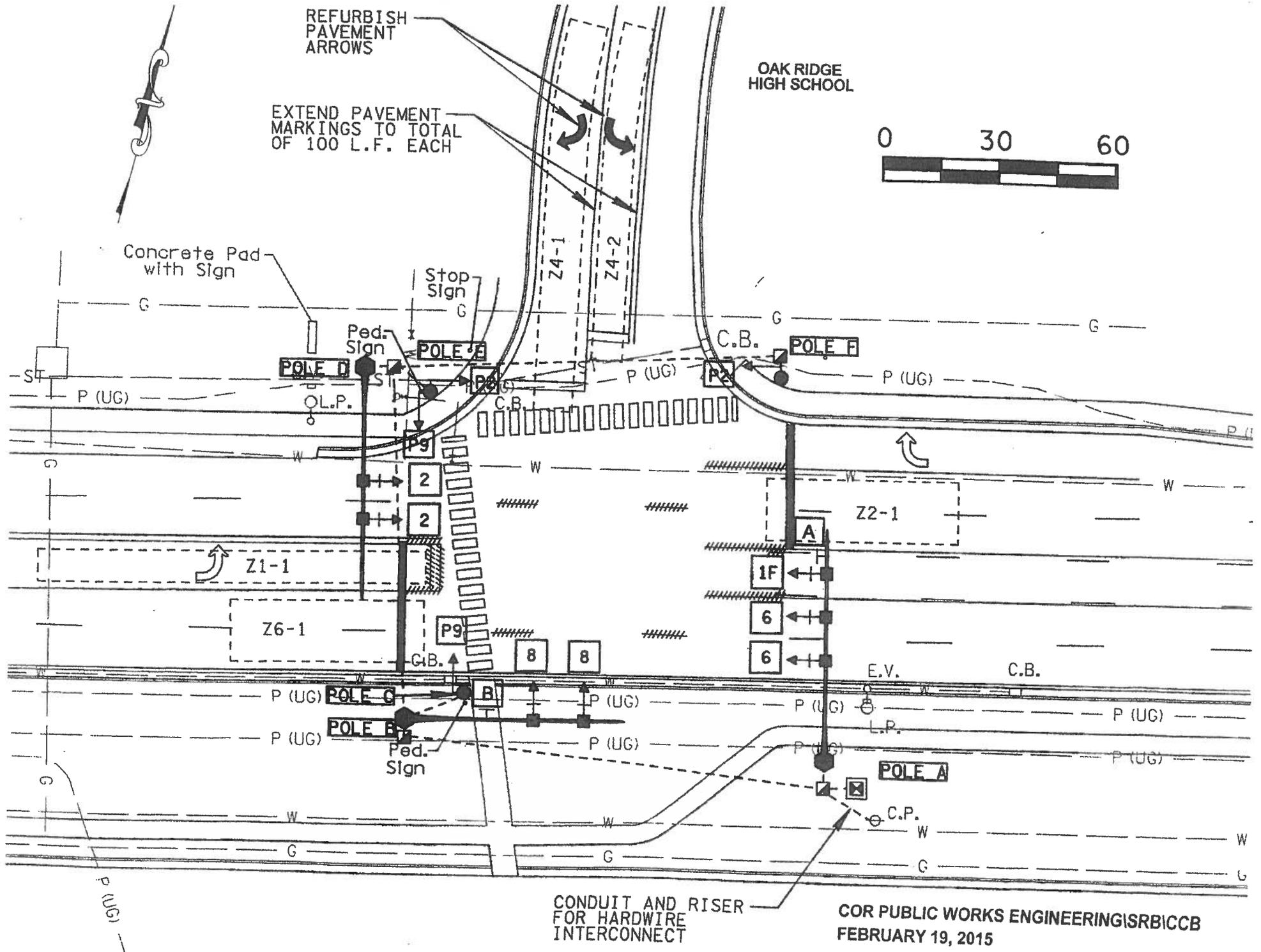
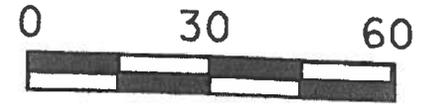
  
Mark S. Watson

3/2/2015  
Date

REFURBISH  
PAVEMENT  
ARROWS

EXTEND PAVEMENT  
MARKINGS TO TOTAL  
OF 100 L.F. EACH

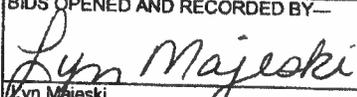
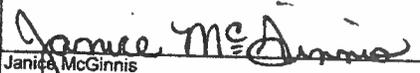
OAK RIDGE  
HIGH SCHOOL



**CITY OF OAK RIDGE, TENNESSEE**  
**Abstract of Bids**

FY2015-238

OPENING DATE: February 20, 2015 1:30 P.M.

FOR -- Traffic Signal Project Oak Ridge Turnpike at Oak Ridge High School		BIDDER: S & W Contracting Co., Inc. 952 New Salem Road Murfreesboro, TN 37129		BIDDER: Progression Electric, LLC 2823 Thomgrove Pike Knoxville, TN 37914		BIDDER:		BIDDER:	
DESCRIPTION		TOTAL		TOTAL		TOTAL		TOTAL	
THE FURNISHING OF ALL LABOR, TOOLS, EQUIPMENT AND SUPPLIES NECESSARY TO PERFORM ALL WORK AND SERVICES NECESSARY FOR TRAFFIC SIGNAL PROJECT OAK RIDGE TURNPIKE AT OAK RIDGE HIGH SCHOOL PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE, PUBLIC WORKS DEPARTMENT		\$ 177,183.00		\$ 183,313.43					
TOTAL PRICE		\$ 177,183.00		\$ 183,313.43					
TERMS		Net 30		Net 30					
DELIVERY		Per Contract		Per Contract					
F.O.B.		Oak Ridge		Oak Ridge					
VIA		Vendor		Vendor					
OTHER BIDDERS CONTACTED: Stansell Electric Company - Nashville, TN NABCO Electric Company, Inc. - Chattanooga, TN David H Elliott Company, Inc. - Lexington, KY						BIDS OPENED AND RECORDED BY--  Lyn Majeski Accounting Division Manager			
REASON FOR AWARD: ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/>			RECOMMEND AWARD BE MADE TO:  S & W Contracting Co., Inc. 952 New Salem Road Murfreesboro, TN 37129			BIDS REVIEWED BY--  Janice McGinnis Finance Director			

**RESOLUTION**

A RESOLUTION AWARDING A CONTRACT (FY2015-238) TO S & W CONTRACTING CO., INC., MURFREESBORO, TENNESSEE FOR THE INSTALLATION OF TRAFFIC SIGNAL ON THE OAK RIDGE TURNPIKE AT THE OAK RIDGE HIGH SCHOOL IN THE ESTIMATED AMOUNT OF \$177,183.00.

WHEREAS, the City of Oak Ridge issued an invitation to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for the installation of a traffic signal on the Oak Ridge Turnpike at the Oak Ridge High School; and

WHEREAS, bids were received and publicly opened on February 20, 2015, with S & W Contracting Co, Inc., Murfreesboro, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

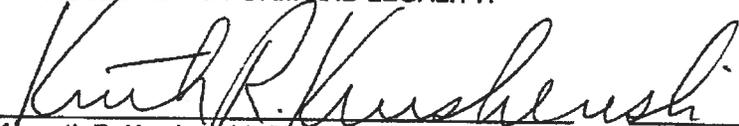
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to S & W Contracting Co., Inc., 952 New Salem Road, Murfreesboro, Tennessee 37129, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the installation of a traffic signal on the Oak Ridge Turnpike at the Oak Ridge High School; said award in strict accordance with FY2015-238, the required specifications, and the bid as publicly opened on February 20, 2015, and in the estimated amount of \$177,183.00.

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

This the 9th day of March 2015.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushewski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Bruce M. Applegate, Jr., Acting City Clerk