

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

December 14, 2015—7:00 p.m.

AGENDA

- I. INVOCATION
Reverend Bryan Scott, Robertsville Baptist Church
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPEARANCE OF CITIZENS
- V. PROCLAMATIONS AND PUBLIC RECOGNITIONS
Shriners 100 year Anniversary Proclamation
Emory Valley Center 60th Anniversary Proclamation
Tee Higgins Mr. Football Proclamation
Oak Ridge High School Varsity Football Proclamation
- VI. SPECIAL REPORTS
Land Bank report put forth by Charlie Jernigan
Presentation and Discussion of City Manager Evaluation Committee report.
- VII. CONSENT AGENDA
 - a. Approval of the November 16, 2015 Council meeting minutes.
 - b. A RESOLUTION APPROVING A FY2016 GRANT AGREEMENT WITH PREVENT CHILD ABUSE TENNESSEE FOR USE IN THE HEALTHY START OF ANDERSON COUNTY PROGRAM AND AUTHORIZING THE DISBURSEMENT OF BUDGETED FUNDS IN THE AMOUNT OF \$31,850.00 FOR THIS PURPOSE.
- VIII. RESOLUTIONS
 - a. TDOT A RESOLUTION ACCEPTING AN ENHANCEMENT GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF \$432,960.00, WITH AN APPROXIMATE \$108,240.00 LOCAL CASH MATCH, FOR OAK RIDGE TURNPIKE INTERSECTION PEDESTRIAN SAFETY IMPROVEMENTS AT SOUTH TULANE AVENUE AND EAST DIVISION ROAD/TENNYSON ROAD.
 - b. ADOPTION OF THE 2016 STATE AND FEDERAL LEGISLATIVE AGENDA
(Placeholder)
 - c. A RESOLUTION AUTHORIZING A TRANSFER OF \$325,000.00 FROM THE GENERAL FUND TO THE GOLF COURSE FUND TO PROVIDE OPERATIONAL FUNDING FOR TENNESSEE CENTENNIAL GOLF COURSE.
 - d. A RESOLUTION DESIGNATING DR. D. RAY SMITH AS "HONORARY CITY HISTORIAN"

FOR THE CITY OF OAK RIDGE, TENNESSEE, AND IN SUCH CAPACITY SHALL PROVIDE RECOMMENDATIONS TO CITY LEADERSHIP ON HISTORICAL ACCURACY OF PUBLIC INFORMATION.

- e. A RESOLUTION TO GENERALLY ESTABLISH MONTHLY REGULAR CITY COUNCIL MEETINGS AND MONTHLY WORK SESSION MEETINGS FOR CALENDAR YEAR 2016.
- f. A RESOLUTION TO MODIFY THE CURRENT WATER SERVICES CONTRACT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE) TO SET FORTH A NEW ANNUAL POTABLE WATER RATE AND OTHER NECESSARY MODIFICATIONS.

IX. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

First Reading of Ordinances
(None)

X. FINAL ADOPTION OF ORDINANCES

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

- i. Elect one (1) applicant to the Anderson County Economic Development Association
- ii. Elect three (3) applicants to the Beer Permit Board
- iii. Elect three (3) applicants to the Board of Building and Housing Code Appeals
- iv. Elect one (1) applicant to the Board of Zoning Appeals
- v. Elect seven (7) applicants to the Convention and Visitors Bureau (including the hotel representatives)
- vi. Elect three (3) applicants to the Environmental Quality Advisory Board
- vii. Elect three (3) applicants to the Health and Educational Facilities Board
- viii. Elect one (1) applicant to the Oak Ridge Housing Authority
- ix. Elect four (4) applicants to the Oak Ridge Land Bank Corporation Board of Directors
- x. Elect two (2) applicants to the Oak Ridge Municipal Planning Commission
- xi. Elect three (3) applicants to the Personnel Advisory Board
- xii. Elect two (2) applicants to the Recreation and Parks Advisory Board
- xiii. Elect three (3) applicants to the Senior Advisory Board

xiv. Elect one (1) applicant to the Trade Licensing Board

xv. Elect three (2) applicants to the Traffic Safety Advisory Board

xvi. Elect seven (8) applicants to the Secret City Festival 501(c) (3) Board of Directors

b. Announcements

c. Scheduling

XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

XIII. SUMMARY OF CURRENT EVENTS

a. City Manager's Report

b. City Attorney's Report

XIV. ADJOURNMENT

**PROCLAMATIONS
AND
PUBLIC RECOGNITIONS**

CITY CLERK MEMORANDUM

15-71

DATE: December 7, 2015
TO: Honorable Mayor and Members of City Council
FROM: Bruce M. Applegate, Acting City Clerk
SUBJECT: PROCLAMATIONS FOR THE CITY COUNCIL AGENDA

The following proclamations are presented for the December 14, 2015 City Council meeting for the City Council's consideration.

Emory Valley Center 60th Anniversary

This request was submitted by Janet Wood notifying the City of Oak Ridge that the Emory Valley Center is celebrating its 60th Anniversary this year. Representatives of and people supported by the Emory Valley Center will be in attendance to accept the proclamation.

The Kerbela Shriners 100th Anniversary

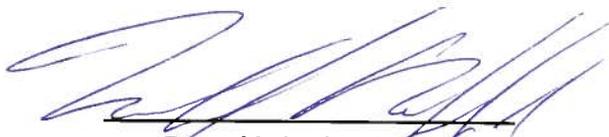
This request was submitted by George Bove notifying the City of Oak Ridge that the Kerbela Shriner's organization is celebrating its 100th Anniversary this year. Chief Rabban Charles Clawson and Public Relations Chairman George Bove will be in attendance to accept the proclamation.

Tee Higgins Mr. Football Award

This request was submitted by Oak Ridge High School football Coach Joe Gaddis notifying the City of Oak Ridge of Tee Higgins achievements and acceptance of the TSSAA's prestigious Mr. Football Award. Tee Higgins and his family will be in attendance to accept the proclamation.

Oak Ridge Football Team Recognition

This request was submitted by the City Manager to bring attention to the efforts and achievements of Coach Gaddis and the Oak Ridge High School Varsity Football Team. Coach Gaddis and members of the team will be present to accept this proclamation.



Bruce M. Applegate Jr.

Attachments:
Emory Valley Center Proclamation
The Kerbela Shriners Proclamation
Tee Higgins Proclamation
Oak Ridge Football Team Proclamation

PROCLAMATION

WHEREAS, Kerbela Shrine Temple was chartered on July 14, 1915; and

WHEREAS, on October 1, 1915 the first Potentate and Officers were elected and the first Ceremonial Session was performed; and

WHEREAS, support for the first Shriners Hospital for Children increased following its creation in the 1920's; and

WHEREAS, the Kerbela Shriners started the first Kerbela Paper Sale that included stories and pictures of the hospitals and children, as well as the work done by Kerbela on Thanksgiving Day, November 23, 1950 for the children of the East Tennessee Crippled Children's Hospital; and

WHEREAS, from 1950 thru 2015, the Kerbela Paper Sale, with the assistance of Blue Lodge Masons, has raised over 13 million dollars for handicapped and burned children; and

WHEREAS, Kerbela Shriners' jurisdiction has served well over 10,000 children's needs in orthopedic, burn, spinal cord injury, cleft lip and palates; and

WHEREAS, the motto of Kerbela Shriners is "The Shrine Plays and Pays so that Handicapped and Burned Children may Walk and Live a Normal Life."

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

That in recognition of their continued support and dedication for the children of East Tennessee and their families that the residents of the City of Oak Ridge celebrate

THE KERBELA SHRINERS 100TH ANNIVERSARY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 12th day of December in the year 2015.

**WARREN L. GOOCH
MAYOR**

PROCLAMATION

WHEREAS, Emory Valley Center is a private, non-profit agency that provides support and services to children and adults with intellectual, developmental and physical disabilities. Emory Valley Center celebrated their 60-year anniversary on September 19, 2015; and

WHEREAS, Emory Valley Center was established in 1955 by a group of Oak Ridge and Clinton parents, wanting a better world for their handicapped children, chartered the Oak Ridge Council for Retarded Children and started a school for intellectually disabled children in a metal barracks building donated by the Atomic Energy Commission;

WHEREAS, in 1966 many of the students at Daniel Arthur Rehabilitation Center and the Emory Valley School became adults, additional services were added to emphasize vocational training;

WHEREAS, in 1971 a sheltered workshop was built on the land donated by the City of Oak Ridge, Tennessee. The center for adults was known as the Community Services for Exceptional Citizens;

WHEREAS, in 1991 the name of the agency changed from Community Services for Exceptional Citizens to Emory Valley Center and the Center began providing Early Intervention Services;

WHEREAS, in 2010 the Early Learning Center received five year accreditation by the National Association for the Education for Young Children, and in 2014 the adult programs received a four year accreditation by the Council on Quality and Leadership;

WHEREAS, over the years Emory Valley Center has grown steadily to meet the needs of the people they support and their families and continues to ensure fundamental safeguards related to health, safety and human security, supporting and empowering people to achieve their goals and dreams and demonstrating organizational commitment to continued enhancement of person-centered services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the City joins in celebrating,

THE 60TH ANNIVERSARY OF THE EMORY VALLEY CENTER

, and its continued support and service provision to children and adults with intellectual, developmental and physical disabilities.

BE IT FURTHER RESOLVED, that we also commend Emory Valley Center on continuing to empower the people who receive support and services in making choices about how they live their lives within our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed this the 14th day of December in the year 2015.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, The Tennessee Secondary School Athletic Association started giving out the Mr. Football award in 1985 to the top lineman and the top back in the state in each classification; and

WHEREAS, Tee Higgins is only the second Oak Ridge High School football player to win the award; and

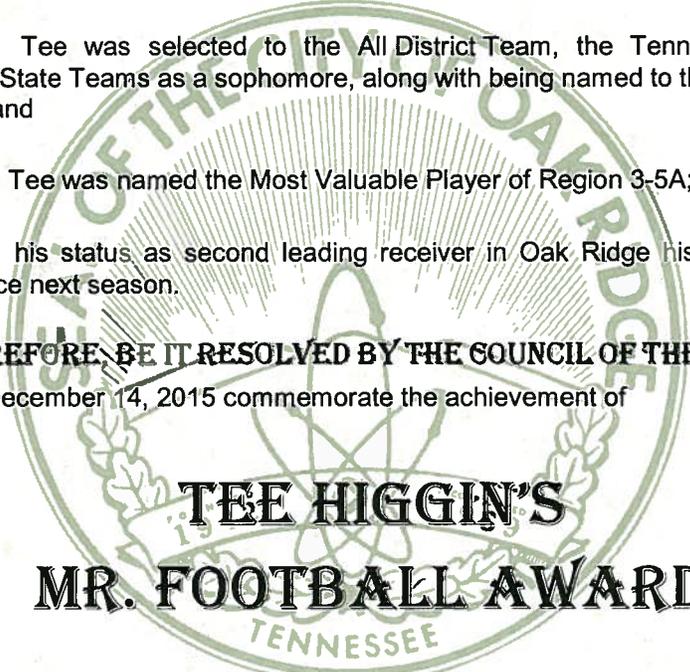
WHEREAS, Tee caught 51 passes for 912 yards, 18 touchdowns, returned a punt for a touchdown, made 41 tackles on defense, intercepted four passes and returned one for a touchdown; and

WHEREAS, Tee was selected to the All District Team, the Tennessee Sportswriters and Associated Press All State Teams as a sophomore, along with being named to the Max Preps Sophomore All American Team; and

WHEREAS, Tee was named the Most Valuable Player of Region 3-5A; and

WHEREAS, his status as second leading receiver in Oak Ridge history will change with his continued performance next season.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that December 14, 2015 commemorate the achievement of



**TEE HIGGIN'S
MR. FOOTBALL AWARD**

and that all citizens be encouraged to join in the observance of this special day recognizing his achievements as an ambassador of Oak Ridge, Oak Ridge High School, and the sport of football.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 14th day of December in the year 2015.

**WARREN L. GOOCH
MAYOR**

PROCLAMATION

WHEREAS, the Oak Ridge High School Wildcats football team completed the Tennessee Secondary Schools Athletic Association (TSSAA) Class 5A, Region 2 regular season schedule with a 9-1 record; and

WHEREAS, on November 5, 2015, the Wildcats defeated the Soddy Daisy Trojans in the first round of the Class 5A playoffs and made it to the second round of playoffs in their quest to win the TSSAA State Championship; and

WHEREAS, the City of Oak Ridge knows that it is fortunate to have such outstanding athletes among its youthful citizenry and is confident that the Wildcats will be ready for next season!

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

That this Council proclaims its congratulations to

**THE OAK RIDGE HIGH SCHOOL WILDCATS
FOOTBALL TEAM**

for their 10-2 season in TSSAA Class 5A, Region 2 and commends them for their tireless effort and commitment.

BE IT FURTHER RESOLVED that on behalf of all citizens of the City of Oak Ridge, this Council proclaims the community's enthusiastic support for the ORHS Wildcats and our appreciation for the player's efforts given during the 2015 season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 14th day of December in the year 2015.

**WARREN L. GOOCH
MAYOR**

SPECIAL REPORTS

CITY CLERK MEMORANDUM

15-72

DATE: December 7, 2015
TO: Honorable Mayor and Members of City Council
FROM: Bruce M. Applegate, Acting City Clerk
SUBJECT: SPECIAL REPORTS FOR THE CITY COUNCIL AGENDA

The following special reports are presented for the December 14, 2015 City Council meeting for the City Council's consideration.

Land Bank Report

The Land Bank report will be presented by the Chairman of the Land Bank Charlie Jernigan.

Presentation and Discussion of City Manager Evaluation Committee Report

The City Manager Evaluation Committee Report will be presented by the Committee Chair Councilmember Charlie Hensley.



Bruce M. Applegate Jr.

LAND BANK 2015 REPORT



2015 Report to the Oak Ridge City Council

Presented December 14, 2015

2015 Year in Review

1. Financials

The Land Bank started the year with \$34,517.33 in our bank account and by September 30, we totaled \$82,717.21 cash on hand.

2. Inventory of Property

We began the year with 18 properties and by the end of October we had 20 properties. During that time we disposed of 5 properties, and added 7 additional lots for a net gain of 2.

3. Significant Events

- Contracted with Tom Hanrahan to list our properties
- Sold two lots for Owner Occupied, new, single family home construction
 - One is near completion
 - One has pulled the building permit
- Teamed with Contractor, First Place Finish, to rehab and share income from sale of existing home
 - Full price offer made in first week on the market
 - Buyer is a new resident to Oak Ridge
- Teamed with ADFAC: donated two adjacent lots that will be combined and a new single family home with off-street parking will be built
- Held two well-attended Housing Summit sessions open to the public
 - In May, Alvin Nance keynoted the first session, describing possible opportunities for Oak Ridge
 - Other highlights include comments from our existing partners
 - A bus tour of properties included a walkthrough of a blighted home before demolition
 - In November invited housing interest groups to brainstorm on ideas/issues from their individual points-of-view
 - Carefully reviewed these ideas over our last two work sessions
 - Next step: identify opportunities to combine these various groups into partnerships to tackle larger opportunities
- Held meetings with Anderson County government to explore taking responsibility for Oak Ridge properties owned by the county
- Conducted a session on November 30 for personnel from all existing land banks in Tennessee
 - Shared status and direction
 - Planned coordinated legislative agenda
- Moving to the city's fiscal calendar per auditor recommendation
- Budget Committee formed

Looking Forward to 2016

4. Legislative Initiative

- Streamline tax foreclosure process for jurisdictions with land banks
- Concepts for funding land banks through their operations
 - Front end funding through efficiencies in streamlined tax foreclosure transfers
 - Back end funding by tax sharing of properties returned to the tax rolls
- Improvements in quieting title of Land Bank properties

5. Oak Ridge Land Bank Active Initiatives

- **November Housing Partnership Strategy Session:**
 - Banking: partnerships to share risk, offer financing products, tie-in to government funding opportunities
 - Real Estate: agreements to enhance income from selling lots for development
 - Developers: lots for projects beyond single family
 - Non-Profits: USDA Rural Development qualification
 - Government: streamlined tax foreclosure process; increased Oak Ridge Housing Authority involvement
 - Residents: increased availability of affordable, ready to move in homes; greater dissemination of Oak Ridge Land Bank success stories
- Facilitate progress on these session suggestions and organize further partnerships among these groups
- Oak Ridge Land Bank Budget Committee activity
- Expand relationship with our county governments

6. Concepts Going Forward

- Oak Ridge Land Bank has tax-free status that may be important to many projects
- Program Proposal: “Buy, Bank, Build, Benefit” concept to blend tax-free status with partnerships
- Expand favorable legislative initiatives through coordination with other Tennessee land banks and Home Rule cities and Metro governments
- Research path to re-establish Rural Development qualification to benefit Oak Ridge Land Bank projects and those of other city departments like the Oak Ridge Fire Department

7. Considerations for City Council

- Include small neighborhood apartment buildings in land bank goals
- Continue financial support for Oak Ridge Land Bank
- Continue financial support for Community Development blight initiatives and other Not in Our City programs
- Add a Vacancy Registry program

I am delighted for this opportunity to update you on the developments and current status of the Oak Ridge Land Bank, Inc. We are excited about the Land Bank and its support throughout the city and are looking forward to working with the city in this upcoming year.



Charlie Jernigan

Chairman, Oak Ridge Land Bank Board of Directors

CITY MANAGER EVALUATIONS

FY2015 City Manager Evaluation

Submission Date	2015-10-09 15:37:09			
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	✓	-	-	-
	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively	✓	-	-	-

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Enforces laws and policies adopted by the council and the state	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages resources appropriately to assist staff in performing their duties.	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responds appropriately to citizen and employee suggestions and/or concerns	✓	-	-	-

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Responsive in completion of duties.	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics	✓	-	-	-

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Demonstrates continuous professional development	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	✓	-	-	-

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Assists by facilitating decision making without overstepping authority	✓	-	-	-

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Disseminates complete and accurate information equally to all members in a timely manner	✓	-	-	-

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Appropriately responds to requests, advice, and constructive criticism	✓	-	-	-

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Presents multiple options for council to consider	✓	-	-	-

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Keeps the council informed of administrative developments	✔	-	-	-

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

Mark Watson,

Since you came to Oak Ridge, the financial burden on our residents has increased in numerous ways including the increase of our total debt by over \$24 million, the doubling of water and sewer rates and the doubling of their refuse collection fees. Half of our community is economically disadvantaged while you receive a total compensation package worth over \$220,000. They deserve better. At the very least, they deserve transparency and accountability, both of which you eschew at every turn.

Please consider voluntarily resigning from your position and foregoing the roughly \$140,000 golden parachute built into your contract.

Regards,

Trina

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

Mark Watson,

Since you came to Oak Ridge, the financial burden on our residents has increased in numerous ways including the increase of our total debt by over \$24 million, the doubling of water and sewer rates and the doubling of their refuse collection fees. Half of our community is economically disadvantaged while you receive a total compensation package worth over \$220,000. They deserve better. At the very least, they deserve transparency and accountability, both of which you eschew at every turn.

Please consider voluntarily resigning from your position and foregoing the roughly \$140,000 golden parachute built into your contract.

Regards,

Trina

Please enter your name:

Trina baughn

E-mail

tbaughn@oakridgetn.gov

FY2015 City Manager Evaluation

Submission Date	2015-09-29 05:06:00			
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	-	-	✓	-
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Offers new motivation, ideas, processes and procedures to council, staff and the public	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	-	✓	-	-
	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	-	-	✓	-
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Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	-	-	✓	-
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Manages the budget within the confines of what the council adopted	-	-	✓	-

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Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	-	-	✓	-

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Ensures the public receives city services efficiently and effectively	-	✓	-	-

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Enforces laws and policies adopted by the council and the state	-	✓	-	-

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Manages resources appropriately to assist staff in performing their duties.	-	✓	-	-

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Responds appropriately to citizen and employee suggestions and/or concerns	-	-	✓	-

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Responsive in completion of duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	-	-	✓	-

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Uses sensitivity, diplomacy, and empathy when dealing with the public	-	-	✓	-

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Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	-	-	✓	-

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	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments	-	-	✓	-

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

Very broad background brought to the job gives a good sense of what has worked in the past. I believe he provides the overall leadership and lets the staff do their job. Continued engagement in outside educational and city manager organizations are important to help bring new ideas to the city.

What performance area(s) would you identify as most critical for improvement?

Figure out the best possible way to present the budget and move to closure. While certainly limited by the tools available this is one of the more contentious things we do.

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

Continue providing great communications.

What other comments do you have for the City Manager, e.g. priorities, expectations, goals, or objectives for the new rating period?

Continued focus on the Not in our City initiative. Working towards a solution to our housing situation - legacy homes - continues to be a major issue. Increase the number of housing inspectors.

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

None at the moment

Please enter your name:

Kelly Callison

E-mail

kelly.callison@comcast.net

FY2015 City Manager Evaluation

Submission Date	2015-10-09 14:50:17			
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	-	✓	-	-
	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	-	-	✓	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Enforces laws and policies adopted by the council and the state	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages resources appropriately to assist staff in performing their duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responds appropriately to citizen and employee suggestions and/or concerns	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responsive in completion of duties.	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates continuous professional development	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments	-	-	✓	-

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

Honest, articulate, hard working and very bright.

What performance area(s) would you identify as most critical for improvement?

Continuing to increase his knowledge and sensitivity about the challenges faced by locally owned businesses in Oak Ridge.

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

I will offer my perspective and advice related to business development and regulatory issues affecting companies and individuals doing business in our City.

What other comments do you have for the City Manager, e.g. priorities, expectations, goals, or objectives for the new rating period?

Clear articulation of the Manager's future career objectives after obtaining his Ph.D.

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

2% increase and six month contract extension

Please enter your name:

Warren Gooch

FY2015 City Manager Evaluation

Submission Date 2015-10-08 14:24:51

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	-	✓	-	-

General Comments: Does well in seeking the best approach.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public	-	✓	-	-

General Comments I would like to see more brainstorming with available experienced individuals and involved staff prior to determining initial directions and approaches for projects.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	-	✓	-	-

General Comments: Had done a good job of hiring staff, especially in light of limitations on funding.

	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	-	✓	-	-

General Comments: I would like to see, at least annually, a staff retreat to allow key staff persons to provide suggestions for more efficient organization.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	-	✓	-	-

General Comments: I would like very much to see a return to using a 5-yr financial planning spreadsheet (multi-year model) that allowed quick presentation of impacts of proposals on tax rate, capital funding requirements, and other input to the Budget and Finance Committee...and eventually to Council as a whole.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	-	✓	-	-

General Comments:

Audits and continually shown full compliance.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	-	✓	-	-

General Comments:

A better explanation of the impact of moving the tax-due date is needed.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted	-	✓	-	-

General Comments:

Reduced emphasis on minor issues, an example being the Healthy Start funding, is needed. This issue required far more political capital and debate to restore the funding than the eventual magnitude of the expenditure ever warranted.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	-	✓	-	-

General Comments:

The waterfront bathroom; expenditures indicated a need for better inter-department tracking and control system. Hopefully this will be addressed soon.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Enforces laws and policies adopted by the council and the state	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages resources appropriately to assist staff in performing their duties.	✓	-	-	-

General Comments:

Frivolous, negatively motivated, or tangential requests for actions or information, involving measurable staff time (greater than a few minutes) should be brought before Council for a vote prior to using City resources. This is especially true if such requests circumvent the Manager. Also, a log of such requests should be kept for Council information and consideration.

General Comments:

Senior staff managers should be involved in decisions at a greater degree in the beginning of projects and tasks, especially those requiring significant resources.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responsive in completion of duties.	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	-	✓	-	-

General Comments:

Some citizen groups such as the Boys and Girls Club should be candidates for City support. Criteria is needed to allow public funding of some organizations who can be shown to improve safety, quality of life, and desirability of the City.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	-	-	✓	-

General Comments:

The Extreme Energy Makeover grant from TVA is an indication of some of the successes that Mark and his staff have achieved for the City.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations	-	✓	-	-

General Comments:

Sometimes seems reluctant to seek independent advice but projects are usually successful.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media	✓	-	-	-

General Comments:

Oak Ridge needs a dedicated PR person whose sole job is to get the full story to the media on issues of interest to the citizens. Too often...almost always...negatively motivated versions of situations reach the media before the balanced and full story emerges. The City often finds itself in recovery mode when the media's version of a subject situation has not been based on a balanced perspective.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image	-	-	✓	-

General Comments:

Does a great job of projecting a positive image for the City.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates continuous professional development	-	-	✓	-

General Comments:

Seeks professional development and applies new knowledge to his performance level.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	-	✓	-	-

General Comments:

Again, needs to provide mechanisms for improvement and suggestions from within the staff organization.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	✓	-	-	-

General Comments:

As stated earlier, too much attention is given to tangential requests for actions or information, staff efficiency and morale is negatively affected as a result. Requests for actions or information, especially if directed around the Manager to members of his staff, should be logged and brought to the full Council for review and discussion.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider	-	✓	-	-

General Comments

Options are presented and considered on large issues. Small issues are, as they should be, handled within the Manager's authority. Issues, after they are handled, should be publicly presented on the City website through a dedicated PR person or staff (See similar comment on page 6)

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments	-	✓	-	-

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

Successes of the Jackson Sq project, Energy Make-over, Mainstreet progress, Blankenship Field, and Illinois Avenue projects have greatly improved our outlook for the future. The extreme weather events of 2014-15 Winter months demonstrated the ability of our City staff to respond well beyond the normal.

What performance area(s) would you identify as most critical for improvement?

Dealing with tangential requests from Council members, sometimes circumventing the chain of command, have become morale and efficiency-draining problems. Council needs to be more involved in how these circumstances are handled.

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

Be more open to brainstorming and suggestions from (especially) department heads on staff as to how the head off some problems.

What other comments do you have for the City Manager, e.g. priorities, expectations, goals, or objectives for the new rating period?

I am very excited as to where the City is headed and feel that a greater focus on the positive events, both ongoing and projected, will move us further in the positive direction.

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

I recommend the Manager receive the same percentage increase as the rest of City staff.

His contract should be extended for at least one more year...to August 8, 2018.

Please enter your name:

Charlie Hensley

E-mail

chuck188@comcast.net

FY2015 City Manager Evaluation

Submission Date	2015-10-16 11:35:20			
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	-	✓	-	-
	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	✓	-	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	-	✓	-	-
	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Enforces laws and policies adopted by the council and the state	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages resources appropriately to assist staff in performing their duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responds appropriately to citizen and employee suggestions and/or concerns	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responsive in completion of duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates continuous professional development	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider	✓	-	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments	-	✓	-	-

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

His ability to see the big picture, looking ahead, planning for the next steps the city needs to take.

What performance area(s) would you identify as most critical for improvement?

Continue to work with all stakeholders within the community to build better understanding of where and what we as a city wants to be.

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

Listen and allow city staff the room to do their job, give them the tools to improve each of their areas and the city becomes stronger as a whole.

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

2-3% pay raise would be my recommendation at this time

Please enter your name:

Chuck Hope

E-mail

chope@cortn.gov

FY2015 City Manager Evaluation

Submission Date 2015-10-10 01:27:17

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff	-	✓	-	-

General Comments: [Rated FME]. I am aware of the Manager's involvement as a mentor/coach to some of the staff, but as a Council member I can't go around asking staff how well they are being mentored.

	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed	-	✓	-	-

General Comments: [Rated FME]. Please aim for better communication when annual "not to exceed" procurement authorizations are presented to Council for approval, specifically to clarify the relationship between budgets and procurement authorizations.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents	-	✓	-	-

General Comments: [Rated FME]. Budgets are realistic, and documents are understandable as far as they go. In the future, however, the annual proposed budget should give Council and the public somewhat more detail about certain expenditures that are different in kind, but are lumped together on the same budget line. In this connection, the recent consolidation of several formerly separate funds into the General Fund served to reduce information provided. I hope the manager will arrange in the future to resume separate reporting of budget lines for the paratransit bus vs. taxi coupons, household refuse collection vs. other contractual services from the solid waste contractor, and various different activities formerly in the grant fund. (This is a topic for discussion by the Council Budget and Finance committee.)

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted	-	✓	-	-

General Comments:

[Rated FME]. Under the city charter, the "confines of what the council adopted" are pretty broad. Communication regarding budget management could be better. Council has not been sufficiently informed when the manager makes significant changes in allocations within a fund such as the General Fund.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively	-	✓	-	-

General Comments:

[Rated FME]. The February ice storms were a severe challenge for effective service delivery. I was gratified to see how well Oak Ridge performed, when compared with some neighboring communities.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Enforces laws and policies adopted by the council and the state	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages resources appropriately to assist staff in performing their duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responds appropriately to citizen and employee suggestions and/or concerns	-	✓	-	-

General Comments:

[Rated FME]. When response occurs, the actions are appropriate, but city staff sometimes falls short on ensuring that communications actually get a response.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responsive in completion of duties.	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media	-	✓	-	-

General Comments:

The manager's approach works reasonably well with traditional media, but I believe we are following short in communication using nontraditional media. The public should be able to expect major announcements from the city to be available on social media, along with real-time information regarding matters like "when will my power come back on?"

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates continuous professional development	-	-	✓	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism	-	✓	-	-

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider	✓	-	-	-

General Comments [Rated NI]. Council sometimes hears only the manager's preferred option and does not get a chance to weigh the alternatives.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments	-	✓	-	-

General Comments: [Rated FME.] We are kept informed about major changes, such as pending retirements of department heads, but I don't believe we are always sufficiently aware of other developments that can have a large effect on both the smooth operation of city government and public perception of city government. Two examples in the past year: (1) When two-thirds of the Community Development planning staff left in short succession, Council members should have been made aware of the situation. (2) Due to recent public interest in turnover rates in public safety departments, it would be a good idea to give Council members periodic notification about departures and new hires in the police and fire departments. More informal communication about these things, please!

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

Mark's ability to strategize to create solutions to "big problems" has been evident over the last year or so in the city's progress related to the downtown shopping area, industrial recruitment, and successfully obtaining the TVA extreme energy makeover grant.

What performance area(s) would you identify as most critical for improvement?

I made relevant comments in the sections requesting specific ratings.

What other comments do you have for the City Manager, e.g. priorities, expectations, goals, or objectives for the new rating period?

Please figure out how to acquire new accounting software real soon.

Please provide recommendations and comments on a possible change in compensation (currently \$153,337.60) and a contract extension beyond the current expiration date of August 8, 2017.

Same percentage increase as is being provided to other staff. A one- or two-year contract extension to demonstrate the city's commitment to continuity in leadership.

Please enter your name:

Ellen Smith

E-mail

esmith@oakridgetn.gov

CONSENT AGENDA

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

November 16, 2015

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:05 p.m. on November 16, 2015 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

INVOCATION

Reverend Curtis McClane, Highland View Church of Christ

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag of the United States of America was led by Councilmember Kelly Callison.

ROLL CALL

Upon roll call the following councilmembers were present: Councilmember Trina Baughn; Councilmember Kelly Callison; Councilmember Rick Chinn, Jr; Mayor Warren L. Gooch; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; Mayor Pro Tem Ellen D. Smith. Also present were Mark S. Watson, City Manager; Janice E. McGinnis, Finance Director; Bruce Applegate, City Clerk; and Kenneth R. Krushenski, City Attorney.

APPEARANCE OF CITIZENS

Mr. Martin McBride, 954 W. Outer Drive, commented on local hotel use practices by the Department of Energy (DOE) and distributed information about a recent ORNL conference held in Hardin Valley.

PROCLAMATIONS AND PUBLIC RECOGNITIONS-(NONE)

SPECIAL REPORTS

Presentation of 2015 Annual Report by Gordon Fee chairman Board of Directors for the Oak Ridge Heritage Railroad Authority(ORHRA).

Chairman Fee recounted information on the creation of the ORHRA group, and indicated ORHRA has managed to generate roughly 2 million over the time of its existence. Chairman Fee indicated that all funds have been used for track, bridge and other infrastructure upgrades. Recently, the state was sued over fund collection, and federal court ruled in favor of plaintiffs. Chairman Fee acknowledged the courts decision has led to a freeze of the funds for previous 2 years. Other updates included the Surface Transportation Board had been approached about the change in status of railway from common carrier to private provider, and recent bridge evaluations (2015) showed no significant issues.

Chairman Fee responded to questions and comments by the city council.

CONSENT AGENDA

Councilmember Hope moved seconded by Councilmember Callison to approve the Consent Agenda as presented.

RESOLUTIONS

City Manager Watson identified that there was an additional Resolution to add to the agenda as well as supplemental information for another item.

Councilmember Hensley moved to add these items seconded by Mayor Pro Tem Smith.

Vote to amend the Resolutions portion to include the additional items was unanimously adopted by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

Resolution No. 11-125-2015

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ARTS COUNCIL OF OAK RIDGE TO PROVIDE ENTERTAINMENT, PRODUCTION SUPPORT, ACTIVITIES AND PROGRAMS RELATED TO THE UPCOMING 2016 SECRET CITY FESTIVAL AND AUTHORIZING THE REIMBURSEMENT OF ACTUAL COSTS INCURRED IN AN AMOUNT NOT TO EXCEED \$150,000.00.

Councilmember Hensley moved, seconded by Councilmember Callison to adopt the resolution. City Manager Mark Watson responded to questions and comments of City Council regarding 2016 Secret City Festival planning financial aspects and planning responsibilities. The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-126-2015

A RESOLUTION APPROVING A CONTRACT WITH STRATEGIC SERVICES COMPANY, LLC, KNOXVILLE, TENNESSEE, FOR DEVELOPMENT OF A NUTRIENT MANAGEMENT PLAN FOR THE WASTEWATER TREATMENT PLANT IN THE ESTIMATED AMOUNT OF \$85,000.00.

Mayor Pro Tern Smith moved, seconded by Councilmember Hensley to adopt the resolution. City Manager Mark Watson informed the Council that conforming to the National Pollutant Discharge Elimination System requirements would require additional review of Big Turtle Park wastewater treatment plant. City Manager Mark Watson and Interim Public Works Director Jack Suggs responded to questions and comments of City Council regarding the nutrient management plan specifics.

The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-127-2015

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE REQUIRED LOCAL GOVERNMENT ISSUED CERTIFICATES WHICH MUST ACCOMPANY APPLICATIONS TO THE TENNESSEE ALCOHOLIC BEVERAGE COMMISSION FOR A RETAIL FOOD STORE WINE LICENSE.

Mayor Pro Tern Smith moved, seconded by Councilmember Callison to adopt the resolution. City Attorney Ken Krushenski informed the council that pursuance of this resolution would "put Oak Ridge ahead of the curve" when related state legislation takes effect in June.

The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-128-2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE NATIONAL PARKS SERVICE FOR THE TRANSFER OF CERTAIN SURPLUS FEDERAL PROPERTY (SPECIFICALLY AN APPROXIMATE 0.66 ACRE PARCEL AT THE CORNER OF ADMINISTRATION ROAD AND LABORATORY ROAD) TO THE CITY OAK RIDGE, AND AUTHORIZING THE CITY MANAGER TO ACCEPT SAID PROPERTY IF SAID APPLICATION IS APPROVED.

Councilmember Hope moved, seconded by Mayor Pro Tern Smith to adopt the resolution. City Manager Mark Watson responded to questions and comments of City Council regarding site information and resolution wording. City Attorney Ken Krushenski addressed concerns by council about resolution wording by identifying the resolution wording had been provided by the national Park Service. City Attorney Krushenski stated the material should remain in its current form for the park systems application process. The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-129-2015

A RESOLUTION ENDORSING AND SUPPORTING THE EFFORTS OF THE OAK RIDGE CHAMBER

OF COMMERCE'S STRATEGY COMMITTEE ON HOUSING TO DEVELOP A PROPOSED TEN-YEAR VISION AND MISSION STATEMENT ON HOUSING DEVELOPMENT AND REDEVELOPMENT IN OAK RIDGE.

Councilmember Hensley moved, seconded by Councilmember Callison to adopt the resolution. City Manager Mark Watson and Land Bank representative Austin Lance addressed questions and comments from the council. Board member Austin Lance further outlined current data collection activities underway, related to Oak Ridge housing, and proposed the deliverable on this project would be ready for dispersal in 2016.

Resident Martin McBride, 954 W. Outer Dr., expressed interest in using the housing demographic data to investigate DOE residency numbers as well as DOE and other local company employee's attitudes about living in Oak Ridge.

The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-130-2015

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF OAK RIDGE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

Mayor Pro Tern Smith moved, seconded by Councilmember Callison to adopt the resolution. City Manager prefaced the report on bond issuance by Chris Bessler, by identifying the Finance Departments efforts on this resolution would save the city roughly \$5,000,000 through refinancing.

Chris Bessler of Cumberland Securities and Finance Director Janice McGinnis addressed council questions and concerns related to the 2005-2006 school debt refinancing process.

Finance Director Janice McGinnis presented news to the council that Oak Ridge's recent rating review from S& P had upgraded to AA+ status. The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-131-2015

A RESOLUTION TO TRANSMIT THE DOCUMENT ENTITLED *CITY OF OAK RIDGE COMMENTS ON THE U.S. DEPARTMENT OF ENERGY PROPOSED ENVIRONMENTAL MANAGEMENT DISPOSAL FACILITY TO THE U.S. DEPARTMENT OF ENERGY, THE U.S. ENVIRONMENTAL PROTECTION AGENCY, AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AS THE OFFICIAL COMMENTS OF THE CITY OF OAK RIDGE.*

Mayor Pro Tern Smith moved, seconded by Councilmember Callison to adopt the resolution. City Manager Mark Watson gave background information on the proposed Low Level Radioactive Waste Landfill, and elaborated on the requests to DOE made within the proposed comments. Councilmember Hensley agreed with the comments, and stressed they could go farther as addressed by his amendment to bullet # 2.

THE CITY OF OAK RIDGE REQUESTS CONSIDERATION AND A RESPONSE TO THE BAKER DONELSON REPORT, APPLICATION FOR THE RENEWAL OF ANNUAL ASSISTANCE PAYMENTS TO THE CITY OF OAK RIDGE, TENNESSEE UNDER THE ATOMIC ENERGY COMMUNITY ACT OF 1955. ALSO WE REQUEST CONSIDERATION OF RECOMMENDATIONS CONTAINED IN THE FERGUSON GROUP REPORT DATED SEPTEMBER 4, 2015 WITH RESPECT TO REESTABLISHING COMMUNITY AND TWO-COUNTY SUPPORT TO AN EXTENT EQUIVALENT TO A PRIVATE INDUSTRIAL ENTERPRISE WITHIN OUR CITY LIMITS.

Councilmember Hensley moved, and seconded by Councilmember Baughn.

City Manager Mark Watson addressed questions from councilmembers on how the Ferguson and Baker Donelson report had been paid for. Mayor Pro Tern Smith suggested Councilmember Hensley's

amendment should be created as a new item within the letter. Councilmembers Hensley and Baughn agreed to change the amendment to suit Mayor Pro Tem Smith's suggestion without objection should the motion pass. Mayor Pro Tem Smith proposed the following substitute motion:

*A COUPLE OF SENTENCES / NEW ADDITIONAL ITEM SHOULD BE CRAFTED THAT STATES:
THE CITY OF OAK RIDGE IN 2003 SUBMITTED THE APPLICATION FOR RENEWAL OF ANNUAL ASSISTANCE PAYMENTS TO THE CITY OF OAK RIDGE UNDER THE ATOMIC ENERGY COMMUNITY ACT OF 1955, AND NO OFFICIAL RESPONSE HAS BEEN RECEIVED. THE CITY OF OAK RIDGE REQUESTS CONSIDERATION AND RESPONSE TO THAT REQUEST, AND SPECIFICALLY WITH RESPECT TO REESTABLISHING COMMUNITY AND TWO-COUNTY SUPPORT TO AN EXTENT EQUIVALENT TO A PRIVATE INDUSTRIAL ENTERPRISE WITHIN OUR CITY LIMITS.
(THE WORDSMITHING WILL BE COMPLETED BY STAFF)*

Councilmember Hensley moved, and seconded by Councilmember Baughn
The substitute amendment was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Comments by resident Martin McBride, 954 W. Outer Dr., addressing the potential opportunity the CERCLA process poses for the city to have some long standing questions and concerns addressed. Councilmember Baughn suggests that Mr. McBride's comment has merit, and that prefacing this letter appropriately is necessary.

PREFACE ENTIRE MEMORANDUM WITH STATEMENT THAT CITY OF OAK RIDGE CANNOT SUPPORT CONSTRUCTION OF THE EMDF UNTIL WE HAVE RECEIVED ADEQUATE RESPONSES TO OUR CONCERNS AND REQUESTS PUT FORTH WITHIN.

Councilmember Baughn moved, and seconded by Councilmember Hensley.
Councilmembers further discussed the motions merits and stipulated that addressing the issues put forth in the amendment did not guarantee support of landfill.

The amendment was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

The original resolution as amended was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

Resolution No. 11-132-2015

A RESOLUTION TO EXTEND THE CURRENT WATER SERVICES CONTRACT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY(DOE) THROUGH MARCH 31, 2016.

Councilmember Baughn moved, seconded by Councilmember Callison to adopt the resolution.
City Manager Mark Watson and Finance Director Janice McGinnis addressed questions from the council regarding current rate charge and potential impacts to resident's water rates.
The resolution was unanimously adopted by board vote Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tern Smith, and Mayor Gooch voting "Aye".

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

First Reading of Ordinances-(None)

FINAL ADOPTION OF ORDINANCES-(None)

ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Elections/Appointments

Elections/Appointments

Elect four (4) members to serve on the Oak Ridge Corridor Initiative Committee
Councilmembers voted amongst the pool of candidates and elected Darrell Akins, Ken Rueter, Benjamin Stephens, and Ray Smith.

Announcements

Councilmember Callison identified that tax revenue for the state as a whole has recently been up.

Mayor Pro Tem Smith provided a printout and brief overview of the National League of Cities event she had attended in Nashville.

Scheduling

Councilmembers discussed the current number of Boards and Committees applicants and proposed extending the deadline for Boards and Commission applications to December 1, 2015.
Councilmembers unanimously agreed to extend the deadline.

Councilmember Hope informed the Council that an update on 2015 ECA objectives and 2016 goals would be provided at the December 14, 2015 Council meeting.

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

SUMMARY OF CURRENT EVENTS

City Manager's Report

City Manager Mark Watson addressed city council questions and comments on the Inaugural Board of Directors for the 501(C)(3) for the Secret City Festival/Celebration, updated the council that a wastewater treatment tour would occur Tuesday November 17th, and that Information Technology and Government Affairs Department Head Amy Fitzgerald will have the new Oak Ridge Legislative Agenda compiled and ready for adoption at the December council meeting.

The City Manager responded to Councilmember Chinn's request for information on upcoming Council work sessions by stating there would be no work session in December, but planning for January was underway.

City Attorney's Report-(None)

ADJOURNMENT

The meeting adjourned at 9:33 p.m.

CITY CLERK MEMORANDUM

15-73

DATE: December 7, 2015
TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate Jr., Acting City Clerk
SUBJECT: PREVENT CHILD ABUSE TENNESSEE, HEALTHY START OF ANDERSON COUNTY

Introduction

An item for City Council's consideration is a resolution approving a grant agreement and authorizing the disbursement of \$31,850.00 to Prevent Child Abuse Tennessee for use in the Healthy Start of Anderson County Program.

Funding

City Council approved funding of \$31,850 for the grant with the adoption of the FY 2016 Budget. This is the 15th year that a grant for the Healthy Start Program has been included in the City Budget.

Background

Originally, Healthy Start was a program of the Anderson County Health Council which served as its 501(c)(3) umbrella agency. Anderson County Health Council dissolved on June 30, 2010, due to loss of funding. However, Healthy Start survived by becoming a program under Prevent Child Abuse Tennessee on July 1, 2010.

Prevent Child Abuse Tennessee has 501(c)(3) status and has agreed to provide oversight of financial matters, including yearly audits, as required by the City's guidelines. A funding request was submitted to the City in December 2015 for inclusion in the FY 2016 Budget and is attached in its entirety.

Consideration

Healthy Start has received a grant of \$31,850 as awarded in FY 2015 budget deliberations. This amount has remained at \$31,850.00 in subsequent years. This is the grant amount contained in the FY 2016 Budget approved by Council.

A copy of the organization's financial statements and independent auditors' report ending June 30, 2014, and June 30, 2015 are on file in the City Clerk's Office and are available for the Council's review. Recent documentation must be received by the organization prior to the disbursement of funds under the grant agreement for FY 2016.

Recommendation

Staff recommends approval of the attached resolution to disburse \$31,850.00 to Prevent Child Abuse Tennessee, Healthy Start of Anderson County, as included in the FY 2016 Budget, upon completion of all terms listed in the FY 2015 grant agreement.

Attachments:

Funding Request
Resolution


Bruce M. Applegate Jr.

City Manager's Comments:

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

Mark S Watson

Mark S. Watson

Dec. 9 2015

Date

Healthy Families Tennessee of Anderson County Funding Request

Funding Request:

Healthy Families Tennessee in Anderson County is requesting **\$31,850** from Oak Ridge City Council to provide weekly home visitation services to at risk first time parents.

Purpose of Funding Request:

Nurturing relationships and safe environments in infancy and early childhood build strong physical, cognitive, and emotional foundations for children. Traumatic experiences resulting from unsafe adult behavior and environments weaken any child's foundation and can lead to life-long health and social problems. Adverse Childhood Experiences, or ACEs, are defined as overwhelmingly stressful or traumatic experiences that disrupt normal development in children and youth and include sexual, physical and emotional abuse, a parent/caregiver with mental illness, addiction and/or a history of incarceration, witnessing family and/or community violence, bullying by peers or family members, and chronic poverty or homelessness. Exposure to ACEs can lead children, youth, and adults to adopt unhealthy coping skills and habits with corresponding long-term health, economic, and social problems. Twenty years of evidence-based national research has illuminated a "dose response" relationship between ACEs and early morbidity and mortality, health disparities, severe/persistent mental illness, addiction, and incarceration -- all of which contribute to poverty and homelessness -- across all regions of the country.

Twenty years of evidence-based research also has illustrated the power of safe, stable, and nurturing relationships early in life to buffer the damaging effects of childhood adversity. Nurturing, adult protective behaviors and safe environments promote healthy coping skills and resiliency in children, reducing the likelihood that childhood trauma will have lifelong impact. Individualized support and education for parents who are at risk for maltreating or neglecting their children is effective in reducing and/or preventing generational transmission of ACEs. Prevent Child Abuse Tennessee (PCAT) utilizes two nationally recognized programs, Healthy Families Tennessee and Nurturing Parenting, to provide in-home education that is individualized to each family's needs and delivered within the context of a working relationship between a professional parent and child advocate. Both program models are proven to prevent child abuse and neglect by building parental and family capacity and replacing harmful parenting practices with healthy ones. We work with vulnerable first time parents through Healthy Families Tennessee. Home visitors teach parents how to keep their infants safe, nurturing parenting skills and connect families to services in their community; all through regular weekly visits in clients' homes. Both programs are delivered voluntarily to parents and caregivers who choose to participate. Individuals are referred to our programs through community partners, some self-refer. The majority of participants face multiple challenges including single parenting, low income, mental health issues, substance abuse problems and domestic violence.

According to the 2014 Kids Count Report, last year in Anderson County, there were 1,073 reports of child abuse and neglect investigated by DCS. Anderson has the 11th highest number of child abuse cases reported in 95 counties. One hundred twenty four children were placed in foster care. Thirty percent of children are living in poverty. Child abuse and neglect is a problem in Anderson County but there are not many services that build protective factors in families that reduce the likelihood of child abuse and prevents its devastating effects on child development.

By focusing on family strengths we empower parents to solve their own problems and improve outcomes for their children. The first years of a child's life lay the foundation for future success in life. Children that are nurtured and loved in the first years of life, grow up ready to learn and succeed in school. Every child is assessed every 6 months to make sure that they are developing appropriately along five areas: gross motor, communication, fine motor, problem solving and personal-social. Any cut in funding to our programs in Anderson County would directly impact the number of families we are able to serve. Reducing availability of our programs in Oak Ridge would adversely impact children and families. Without coaching and knowledge of how to effectively parent and foster healthy child development, parents may default to unhealthy observed behaviors that adversely impact child development. As incidents of adverse childhood experiences increase for children, their brain development is impacted. Children without strong foundations in the early years (0-5) are proven to have difficulty academically, socially and emotionally throughout their life. PCAT is committed to offering high quality, intensive, evidence based programs for vulnerable families in Oak Ridge and Anderson County.

Description of Agency:

Prevent Child Abuse Tennessee (PCAT) was founded in 1984 as Parents Anonymous, providing support groups and a 24/7 helpline for families struggling with child rearing issues. In 1998 we became the Tennessee Chapter of Prevent Child Abuse America, changing our name to Prevent Child Abuse Tennessee. Today our mission is to prevent child abuse and neglect across all 95 counties in Tennessee. PCAT's programs in Anderson County are provided directly or in collaboration with community partners from our office in Oak Ridge to strengthen families and reduce the risks of child abuse and neglect. Evidenced based, home visiting programs to vulnerable families, parent to parent empowerment and community based public education about the value of prevention are the touchstones of our organization.

In 2010, Healthy Start of Anderson County was almost forced to shut its doors due to budget deficits. Instead of suspending much needed services to new moms in Anderson County, the program was absorbed by PCAT's Healthy Families Tennessee program. PCAT's home visitation program is the largest in the state of the Tennessee, providing home visitation services in 20 counties. The transition to becoming a program of PCAT strengthened the program sustainability and quality of services for caregivers and children in Oak Ridge.

Services Offered:

Our continuum of services for families in Oak Ridge includes many different access points for families depending on their level of need. Each program focuses on empowering parents and adults to build safe, stable and nurturing environments for children, laying the foundation for

lifelong health and a productive life. **The Nurturing Parenting** program builds parental and family capacity, replacing harmful parenting practices with healthy ones. Our target population for this program is caregivers of children 8 and younger and who do not have an open DCS investigation. In our largest program, Health Families Tennessee, we work with vulnerable first time parents. Home visitors teach parents how to keep their infants safe, nurturing parenting skills and connect families to services in their community; all through regular weekly visits in clients' homes. Caregivers can enroll in the program prenatally or before their child is three months old.

Our **Parent Leadership** initiative involves parents in program planning and gives parents the essential tools to advocate for their own children. Any parent who has been touched by the child welfare system can be involved. Each parent leader is nominated and their application reviewed by a group of peer leaders. PCAT disseminates Shaken Baby Syndrome intervention materials to every birthing hospital in Tennessee. Hospitals use the materials to talk to parents of newborns about the stress of parenting, what to do if you become stressed in caring for their baby and how to communicate the danger of shaking a baby with others. The pilot project demonstrated that hospitals who implemented the program saw a 57 percent decrease in the number of incidents of abusive head trauma in infants.

PCAT uses **Darkness to Light's Stewards of Children** training to teach adults how to prevent, recognize and react responsibly to child sexual abuse. PCAT facilitates Stewards of Children training opportunities for nonprofit organizations, businesses, congregations and parents. PCAT operates two statewide helplines, one for domestic violence and the other for parents. PCAT collaborates with eight domestic violence shelters. PCAT's helpline counselors answer after-hours and weekend calls for smaller local shelters including two in East Tennessee. Our partnership allows shelters to leverage their resources while maintaining quality services for victims of domestic violence.

PCAT is requesting support for our **Healthy Families Tennessee** program which is a home visitation program for vulnerable first-time parents. This voluntary program brings a team of caring people to assist families so they can learn the necessary skills to parent more effectively. The program uses an evidenced-based curriculum for pregnancy through the first five years of a child's life to teach parents how to parent successfully and increase bonding and attachment with their baby. Through Healthy Families Tennessee, the home visitor identifies parents in need, supports families with weekly home visits, teaches parents primary care-giving and basic life skills, models parent-child bonding behaviors, provides group support so parents can interact and learn from peers, coordinates community services to strengthen families, and intervenes in the event of a crisis. Healthy Families Tennessee's vision is to ensure that all of its children have a safe, secure, and healthy childhood. Our goals in Anderson County and the City of Oak Ridge are to:

- Build and sustain community partnerships to systematically engage overburdened families in home visiting services prenatally or at birth
- Cultivate and strengthen nurturing parent-child relationships
- Promote healthy childhood growth and development
- Enhance family functioning by reducing risk and building protective factors.

The program enrolls first time parents that are pregnant or have an infant who is under 3 months of age. Parents that are 21 years old or younger with more than one child may also enroll in the program if their child is three months or younger. New parents are highly receptive to learning how to care for their newborns. Our target population is based on research that demonstrates that parenting styles are set within the first three months of parenthood.

The evidenced based Healthy Families TN program model is built upon 12 critical elements derived from more than 30 years of research. This program measures success through a number of tools that assess parent knowledge of child development, health indicators, child development, and ongoing goal planning. There are 12 Benchmarks designated by the TN Dept. of Health that we measure on an annual basis.

Healthy Families is proven to:

- Reduce child maltreatment
- Increase utilization of prenatal care and decrease pre-term, low weight babies
- Improve parent-child interaction and school readiness
- Decrease dependency on welfare, or TANF (Temporary Assistance to Needy Families) and other social services
- Increase access to primary care medical services; and
- Increase immunization rates.

Audit Requirements:

Current funding requirements mandate that Prevent Child Abuse Tennessee undergoes an annual full compliance audit.

Prevent Child Abuse Tennessee agrees to provide future audit reports to the City of Oak Ridge before December 31 of each year.



Signature of Authorized Official

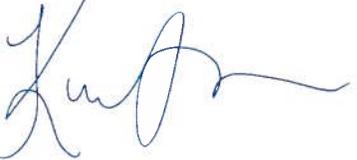
Reporting Requirements:

Prevent Child Abuse Tennessee agrees to provide quarterly reports describing program activities and other reasonably required report(s) when requested by the City of Oak Ridge.



Signature of Authorized Official

Prevent Child Abuse Tennessee agrees to make available for inspection all of its books and records to the City Manager or his designated representative at all reasonable times.



Signature of Authorized Official

Prevent Child Abuse Tennessee agrees to submit with its annual audit a statement which reflects a comparison of services rendered to residents of Oak Ridge and all other persons served.



Signature of Authorized Official

PROGRAM HISTORY

Since the inception of the Healthy Families Tennessee program in Anderson County 17 years ago, about half of the program recipients reside in Oak Ridge. The program began in Anderson County under the vision and leadership of two Oak Ridge residents, Janie Hiserote and Virginia Coleman. After learning about the success of the program in Hawaii, where a five year study demonstrated an 80% decrease in severe child abuse rates among families enrolled in the program, they worked hard to bring the program to Oak Ridge. Since the program's inception, 417 families have been served by the program which is over 834 individuals. In 18 years, only seven children have been removed from the home for neglect, and to date no children have been removed for abuse. This statistic is phenomenal since Anderson County has the 11th highest number of child abuse cases reported by county in the state.

The program is steered by a local Advisory Board. The Advisory Board hosts fundraisers, sends an annual appeal for funding and provides feedback on program improvement. The Advisory Board and program staff work collaboratively with other organizations in Anderson County to leverage local resources, improve services for families and remove barriers to access programs. Healthy Families in Anderson County works with a variety of community services to help meet the needs of the high risk families its serves. From monitoring prenatal visits with the OB to recording well-child visits with the pediatricians, the health needs of the child are being met. We also work with community food banks and housing programs for families in crisis. Referring parents and/or children for mental health services is also a priority.

Healthy Families Tennessee collaborates with a host of community organizations to assure that all residents' basic needs are met. Memorandums of Understanding are in place with Anderson County Health Department, Co-Parenting Solutions, Cherokee Health Systems, Clinton, TN, Helen Ross McNabb, OB/GYN Associates of Oak Ridge, Trinity Outreach Center of Hope (TORCH), AGAPE House, Ridgeview, Crossroads Ministry, Grace Covenant Church, Methodist Medical Center, Anderson Community Action Commission. Each MOU encourages knowledge of community resources and allows for cross referring among agency programs to better serve each family.

In the Healthy Families TN program in Anderson County, 41% of participants graduated from high school, 67% earn less than \$10,000 a year and 63% are single parents. 30% of the parents are 19 or younger. Last year, 25 families received regular visits from their home visitor. This year we will serve 45 families in the program and do a greater number of family assessments which identify family strengths, coping skills, family and community supports and stressors.

The majority of the families enrolled in the program come from generational poverty. Participants in the program often have learned abusive parenting patterns from their own caregivers. Nearly half of the parents/caregivers served through PCAT report experiencing abuse by a person within their family, and 71% of participants in Anderson County had three or more Adverse Childhood Experiences, putting them at higher risk for long-term health, economic and social problems. Twenty years of national research has identified a clear link between child adversity and early morbidity and mortality in adulthood as well as a leading cause of severe/persistent mental illness, addiction, incarceration, poverty and homelessness. The Healthy Families Tennessee program works to overcome learned abusive parenting and empower caregivers to give their children the safe, stable, nurturing environment they need to thrive.

The best thing we can do in response to overcoming these issues is to work hard to prevent child abuse and neglect in the next generation of children. Parents need more information about how their baby's brain develops and how to build a safe, stable, nurturing environment for their child. Every parent in Tennessee needs access to a Healthy Families Tennessee home visitor. In fact, *Kids Count State of the Child in Tennessee*, released December 4, 2014, recommends the expansion and delivery of evidence based home visiting programs as one of four key strategies to improve early childhood outcomes. Evidence based home visiting, provided by Healthy Families Tennessee, provides the essential information and support to parents to make sure children get a great start with the skills needed to learn. The program enhances family functioning by reducing risk and building protective factors.

PROGRAM RESULTS

The following data are for all Healthy Families Tennessee clients: (using the national guidelines for evidenced based programs set up by the federal Maternal, Infant, and Early Childhood Home Visitation Program) Benchmarks are used to define short and long-term outcomes.

Benchmark # 1 – Improved maternal, newborn, and child health

PROGRESS MADE TOWARD ACHIEVING BENCHMARK

Current Report Period: (2015)

This year all families were given the following evaluation tools to measure this benchmark: Life Skills Progression, Edinburgh Postnatal Depression Scale, and Healthier Beginnings Intake and Assessment. By using these tools, such things as prenatal care, prenatal use of illicit drugs, maternal depression, well child visits and insurance health status was determined.

- Total number of referrals received for the program: 33 referrals
- Total Target Population screened: 33 families
- Number of Positive screens receiving parent survey: 15 families
- Percentage of Families eligible for the program that enrolled: 15/15 = 100 percent
- Total of 25 families participated in the program, including 71 individuals.

NARRATIVE.

Current Report Period: (2015)

1. 78% of babies had regular contact with their medical provider.
2. Nine of our mothers scored positive for depression. Eight moms received a referral for mental health services.
3. 96% of our babies have health insurance.
4. 100% of mothers who enrolled prenatally received prenatal care.
5. 88% of primary caregivers had health insurance.

Benchmark # 2 – Reductions in child maltreatment

PROGRESS MADE TOWARD ACHIEVING BENCHMARK

Current Report Period: (2015)

Tennessee state law requires anyone with knowledge of possible child abuse/neglect must report it to DCS. All families are made aware of this law when they enroll in the program.

- CPS reports were made for three families by Healthy Families. Two of these reports involved allegations of abuse involving enrolled teen mothers as victims. Target children were not involved in these reports. The third report involved lack of follow through by enrolled family on potentially serious medical issues with target child (medical neglect). No children in the program were removed from their home.

Since the program began in April 1998, there have been less than 15 reports of child abuse and neglect for families participating in the program. Of the 447 families involved in the program, only 7 children have been removed from the home due to neglect; none have been removed for severe abuse.

Benchmark # 3 – Improved child development and school readiness.

PROGRESS MADE TOWARD ACHIEVING BENCHMARK

Current Report Period: (2015)

We use two tools to measure this benchmark. The Ages and Stages Questionnaire evaluates a child's communication, language and emergent literacy at six month intervals. The Home Inventory tool evaluates the parent's knowledge of child development, parent child interaction and parenting skills. Both tools are evidenced based.

- **Ages and Stages Questionnaire Data.**
 - At six months, 70% of children scored above the cutoff score in all areas of development measured (communication, gross motor, fine motor problem solving, and personal social).
 - Three children scored below the cutoff in one or more area of development measured. All three children received a referral for early intervention services.
 - At 12 months, 80% of children scored above the cutoff score in all areas of development measured (communication, gross motor, fine motor problem solving, and personal social).
 - Two children scored below the cutoff in one or more area of development measured. One child received a referral for early intervention services.
 - At 18 months, 60% of children scored above the cutoff score in all areas of development measured (communication, gross motor, fine motor, problem solving, and personal social).
 - Two children scored below the cutoff in one or more area of development measured. Both children received a referral for early intervention services.

- **HOME Inventory Data**

- 78% of parents scored 82% or above in Responsivity, demonstrating appropriate levels of interaction and response to their child.
- 78% of parents scored 75% or above in Acceptance, demonstrating use of non-violent parenting and appropriate expectations of child
- 67% of parents scored 78% or above in learning, demonstrating use of toys and materials that encourage and assist in brain and muscle development
- 78% of parents scored 67% or above in involvement, demonstrating sufficient levels of parental involvement in child's time.

Parents are provided with appropriate activities to help their infant develop age appropriate skills. Every month the parents receive age appropriate books to read to their babies. On home visits, new parents are taught and encouraged to bond with their babies. At each stage of the baby's development, appropriate methods of interaction are modeled by the home visitor, and then taught to the parent. The parents are monitored weekly on the quality and quantity of interactions between the parent and their baby.

Benchmark # 4 – Improved family economic self sufficiency
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PROGRESS MADE TOWARD ACHIEVING GOAL(S).

Current Report Period:

Using the intake/assessment tool, the assessment worker determines a family's economic situation at the time of the referral. Employment, education, and health insurance are used to measure the family's ability to be self sufficient. Use of community resources also indicates how much the family relies on outside help. Family Support Workers annually review these indicators.

- 83% of the families in Healthy Families Tennessee this year had at least one parent who was working or in school.
- 90% of families served had stable housing, many as a result of Healthy Families Tennessee referrals and guidance
- 60% of families are enrolled in WIC which provides supplemental nutrition to women, infant and children.

Healthy Families Tennessee in Anderson County always assesses the needs and strengths of each family with an initial assessment. Our initial assessment gives the worker a good understanding of what background problems the parents have experienced (i.e. abuse, lack of family support, unfinished education, no knowledge of child development). The home visitor assists each family in setting and working toward goals, gain problem solving skills and benefit by having appropriate role models.

We saw many positive outcomes and accomplishments in Healthy Families TN in 2015. Retention rates have increased dramatically over the previous year indicating families perceive inherent worth in the services they receive (since services are totally voluntary). In January, 2014 Healthy Families Tennessee reinstated regular Parent Parties as a means for young parents to connect with other parents and receive educational information in a group format.

This year Parent Parties brought in speakers on the following topics:

- Mental Health – recognizing postpartum depression,

- Child health/safety - car seat safety/ inspection
- Child health/safety – Safe and fun in the sun
- Child health/safety – dental health for children
- Parental Advancement - steps involved and required forms and deadlines for returning to college
- Family – the importance of fathers
- Early literacy – importance of reading to children from birth

Becoming self sufficient is a constant struggle for the high risk families served by Healthy Families TN. Over the course of 17 years of working with Anderson county families, the basic barriers to self-sufficiency remain fairly constant. These barriers become more difficult and seemingly insurmountable when a baby arrives. Trained Healthy Families Tennessee home visitors offer child development and parenting information along with encouragement and knowledge of resources. Additionally, parent visitors deliver services to families in their homes avoiding the extra transportation stressor faced by our families.

- **Mental health issues:** The majority of mothers in the program have been sexually abused at some point which often leads to mental health issues.
- **Education:** 85% of our mothers have completed a high school education. If they are under 18, they reside with family while attending school.
- **Childcare:** Access to child care is always an issue with the mothers in the program. Anderson County Early Head Start is a tremendous resource for them.
- **Housing:** Access to stable and affordable housing - Mothers who are over 18 years of age struggle to live on their own. Many are eligible for public housing but have no experience managing a household and little knowledge of available housing resources. Healthy Families Home Visitors provide local housing information and referrals.
- **Transportation:** A few of our families have cars but struggle with cost of gas and maintenance.
- **Employment:** 83% of our families have at least part time employment. Most are employed in the fast food sector.

The staff of Healthy Families Tennessee continues to be amazed with the fortitude and perseverance that our families exhibit to overcome the above barriers.

PROGRAM BUDGET/REVENUE

Annual Healthy Families Tennessee projected program budget is:	\$142,556
(Includes 1.5 full time staff)	
Revenue:	
United Way of Anderson County	\$ 16,899
Individual Donations	\$ 7,425
Fundraising	\$ 2,538
City of Oak Ridge request	\$ 31,850
Government Grants	\$75,981
PCAT unrestricted funds	\$ 7,863

TOTAL REVENUE **\$ 142, 556**

Request from City of Oak Ridge, **\$31,850**

CLIENTS BY LOCATIONS

In Healthy Families Tennessee, families are enrolled accordingly from these communities in Anderson County:

- Clinton, 53%
- Oak Ridge, 23%
- Andersonville, 10%
- Norris, 4%
- Coalfield, 4%
- Powell, 4%
- Lake City, 2%

ADDITIONAL ACTIVITIES

Board/Committee membership

Healthy Families Tennessee is represented on a number of boards and committees in Anderson County.

- on board of Community Action Committee
- a member of the Community Action Board (supported by TN Dept of Children's Services)
- a member of Anderson County Chamber of Commerce
- a member of the Oak Ridge Chamber of Commerce
- a member of the Interagency Coalition of Anderson County Non-Profits
- a member of Anderson County Domestic Violence Task Force
- a member of East Tennessee Home Visitation Coalition
- a member of East Tennessee Safe Sleep Initiative (ETSI)
- a member of Cribs for Kids Safe Sleep Partnership
- Anderson County Head Start/Early Head Start Policy Council
- East Tennessee Fetal Infant Mortality Review Board
- Anderson County Schools AWARE Consortium

RESOLUTION

A RESOLUTION APPROVING A FY 2016 GRANT AGREEMENT WITH PREVENT CHILD ABUSE TENNESSEE FOR USE IN THE HEALTHY START OF ANDERSON COUNTY PROGRAM AND AUTHORIZING THE DISBURSEMENT OF BUDGETED FUNDS IN THE AMOUNT OF \$31,850.00 FOR THIS PURPOSE.

WHEREAS, Tennessee Code Annotated § 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 July 27, 2015, City Council adopted the Fiscal Year 2016 budget for the City of Oak Ridge, which budget contains an appropriation of \$31,850.00 as a grant for the Prevent Child Abuse Tennessee, Healthy Start of Anderson County; and

WHEREAS, Prevent Child Abuse Tennessee has met the City's *Guidelines for Disbursement of Funds to Charitable Not-for-Profit Organizations*.

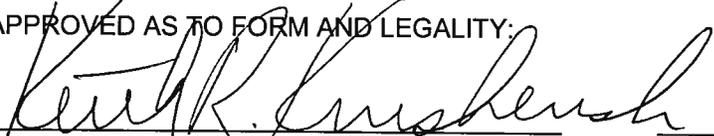
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the grant agreement is approved and the City Manager is hereby authorized and directed to disburse budgeted funds in the amount of \$31,850.00 to Prevent Child Abuse Tennessee for use in the Healthy Start of Anderson County Program, contingent upon submitting the required final expenditure report as required by the grant agreement.

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 2015.

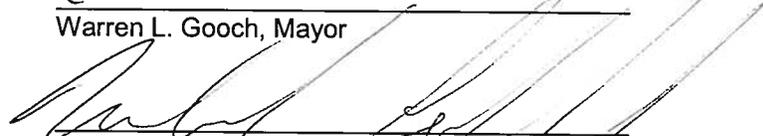
APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Bruce M. Applegate, Jr., Acting City Clerk

RESOLUTIONS

DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

15-42

DATE: December 1, 2015
TO: Mark Watson, City Manager
FROM: Kathryn G. Baldwin, Community Development Director
SUBJECT: TDOT TRANSPORTATION ALTERNATIVES PROGRAM

Introduction

An item for the November City Council Agenda is a Resolution to accept a grant award from the Tennessee Department of Transportation. The TDOT Transportation Alternatives Program (TAP) award to the City of Oak Ridge was made during the Board Meeting of the Knoxville Regional Transportation Planning Organization (TPO) on September 23, 2015.

Funding

Anticipated total cost of the project is \$541,200. The TAP award is for \$432,960 with a 20% match of \$108,240 to be allocated over a three year period.

Background

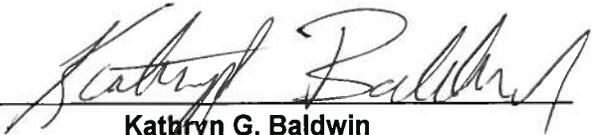
The TAP project is for two intersections along the Oak Ridge Turnpike corridor including South Tulane Avenue and East Division Road/Tennyson Road. The project will include traffic signal and pedestrian feature upgrades at the intersection of Oak Ridge Turnpike and Tulane Avenue. Upgrades include the addition of handicap ramps, longitudinal crosswalks, countdown pedestrian signals with pushbuttons and radar vehicle detection, and the relocation of a mast arm signal pole in order to avoid overhead utility conflicts. Improvements to East Division Road/Tennyson Road include the addition of handicap ramps, longitudinal crosswalks, and countdown pedestrian signals with pushbuttons and radar vehicle detection. Sidewalks may be added where there are gaps or where new handicap ramps are disconnected from existing sidewalks.

These two intersections were selected to facilitate and encourage safe pedestrian connectivity between the north and south sides of the Oak Ridge Turnpike in the Methodist Medical Center area, in addition to anticipated redevelopment of the Main Street project. Both intersections exhibit existing pedestrian activity generated by Oak Ridge High School, various church and medical facilities, retail and restaurant opportunities, in addition to nearby homes and multifamily sites. The Traffic Safety Advisory Board (TSAB) reviewed the proposed pedestrian design improvements and grant award in their regular November meeting.

Recommendation

Approval of the attached Resolution accepting award of the Transportation Alternatives Program (TAP) Grant from the Knoxville Transportation Organization and Tennessee Department of Transportation is recommended by both Community Development and Public Works Engineering staff.

Attachment(s)


Kathryn G. Baldwin

City Manager's Comments:

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


Mark S. Watson


Date

Agreement Number: 150168

Project Identification Number: 122976.00

Federal Project Number: TAP-STP-M-9115(20)

State Project Number: 01LPLM-F0-029

01LPLM-F1-030

01LPLM-F3-031

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF OAK RIDGE (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Oak Ridge Turnpike Intersection Pedestrian Safety Improvements: Pedestrian safety improvements including marked crosswalks, ramps and pedestrian indications at the intersections of Oak Ridge Pike and S. Tulane Avenue and Oak Ridge Pike and East Division/Tennyson. Project also includes mast arm replacement.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.
- b) In the event this Agreement includes a Safe Routes to School Grant for non-infrastructure activities, a Detailed Grant Budget as further described in Attachment 1 attached hereto and by this reference made a part hereof (hereinafter called the "Project") shall provide line-item amounts as applicable only to expenses incurred during the period between the effectual date of this Agreement and the completion date shown in Section B.2(a) hereof. However, Notice to Proceed to Construction must be obtained as referenced in Section B.1(c). Expenditures, reimbursements, and payments under this Grant Agreement shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to fifteen percent (15%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the

net result of variances shall not increase the total Grant Agreement amount detailed in the Grant Budget and provided that written approval of any such variance is received prior to the expenditure. The percentage of expenditure for non-infrastructure work versus infrastructure work also cannot be changed. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Agreement.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by: Agency or Project
Preliminary Engineering by:	Agency	Project
Environmental Clearance by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **November 1, 2018**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.

- d) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency shall complete the herein assigned phases of the Project on or before **November 1, 2020**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this

Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

- 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence

removed by the Agency or its contractor or agent during the Construction phase of the Project.

- e) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired to, or grant a conservation easement for the benefit of, a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

B.10 Safe Routes to School Requirements

- a) If the herein described project is funded with Safe Routes to School (SRTS) funds, Section B.10 shall apply.
- b) The Agency shall provide pre and post Parent Surveys and Student Tally Sheets for each school under this Agreement:
 - 1) The Pre Parent Surveys and Student Tally Sheets are to be completed and returned with this Agreement.
 - 2) The Post Parent Surveys and Student Tally Sheets are to be sent no later than six (6) months from the completion of the infrastructure as defined herein with the final reimbursement request.

- 3) The final reimbursement shall not be paid until the Post Parent Surveys and Student Tally Sheets are received by the Department.
 - 4) These surveys and tallies are to be completed on those specific forms sent to the Agency with the detailed instruction letter. (Required forms and instructions are available at: www.saferoutesindo.org/resources)
- c) The Agency shall obtain prior approval from the Department before purchasing any equipment and/or products under this Agreement. If prior approval is received, procurement shall be made on a competitive basis, in accordance with applicable state and local laws and regulations provided that the procurement conforms to applicable federal law and the standards identified in 49CFR18.36.
 - d) The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Local Programs Development Manager, for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A..

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced

therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Department will reimburse the Agency for only 90% of the federal share of eligible costs until such time as the Agency transfers the land, or a conservation easement therein, to a state agency or another governmental agency as provided in Section B.5 (e).

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) Default:

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if

any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency 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.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency

shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.
- c) In the event the Project is located on State Highway Right-of-Way, the Agency shall have the sole responsibility - at its own expense - of maintaining and keeping the project in good repair and in a safe and clean condition, including picking up litter that may accrue at the site.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency

shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or

cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access

to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not

have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- b) In the event that the Project herein described includes the state highway system, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this 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, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.
- b) In the event the Agency is a private, non-profit organization, the liability of the Agency shall not be subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis

until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.
- c) In the event this Agreement is funded with Roadscapes funds, the facility on which this Project is being developed shall remain open to the public for not less than ten (10) years.
- d) In the event this Agreement involves the use of Enhancement funds to acquire land for the purpose of preserving historic battlefield sites, and the Agency is a private, non-profit organization, the Agency shall transfer the land acquired, or grant a conservation easement therein, to a state agency or other governmental agency in perpetuity in accordance with the Agency's application.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:**
 - 1) The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170 and 2 CFR Part 25. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF OAK RIDGE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
Warren Gooch
Mayor

By: _____
John C. Schroer
Commissioner

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
Robert A. McNees, III
Attorney

By: _____
John Reinbold
General Counsel

EXHIBIT "A"

CONTRACT No.: 150168

PROJECT IDENTIFICATION No.: 122976.00

PROJECT DESCRIPTION: Oak Ridge Turnpike Intersection Pedestrian Safety Improvements: Pedestrian safety improvements including marked crosswalks, ramps and pedestrian indications at the intersections of Oak Ridge Pike and S. Tulane Avenue and Oak Ridge Pike and East Division/Tennyson. Project also includes mast arm replacement. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycle and Pedestrian Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE - NEPA	M-TAP	80%	0%	20%	\$16,000.00
PE - DESIGN	M-TAP	80%	0%	20%	50,000.00
CONST	M-STP	80%	0%	20%	\$ 310,464.00
CONST	M-STP	80%	0%	20%	\$72,000.00
CONST- CEI	M-TAP	80%	0%	20%	\$ 80,640.00
CONST - TDOT ENGINEERING SERVICES	M-TAP	80%	0%	20%	\$ 12,096.00

LIABILITY: The Agency understands the estimated cost of the Project is **\$541,200.00**, and that the Department will pay the Agency, as herein provided, for 80% of the actual cost of the construction phase with the maximum liability of the Department being **\$432,960.00**. Any additional costs for the construction phase shall be totally paid by the Agency.

The twenty percent (20%) non-federal share of the Project must be provided by the Agency as a cash match. The Agency no longer has the option of providing these funds through the use of the value of preliminary engineering services, donated land, services, material or equipment, previously known as soft match.

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: Section 1122 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) established TAP in 23 U.S.C. 213. STP: 23 U.S.C.A, Section 133, Surface Transportation Funds allocated or subject to allocation to the Agency.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Local Government Managed Project Initiation Checklist and Form

Below you will find a checklist that will aid you in the process of establishing a federally or state-funded project that your agency wishes to manage and let to construction. Please check off the items in the checklist below to be sure that you have all of the necessary information that is required for the process of beginning a new project. A detailed description of each item is located on the following pages and in the Local Government Guidelines.

- List of Local Government Staff Overseeing the Work, with Qualifications
- List of Consultants Involved in Project (with copies of all fully executed contracts)
- List of Civil Rights Coordinator(s), Title VI, DBE Liaison
- Local Government's Experience
- Proprietary Items
- Reimbursement Signatures
- Copy of any Agreements / Contracts / MOU Or Certification of Compliance Regarding Third Party Contracts
- Copy of TDOT Right-of-Way Training Certificate
- Copy of Local Government Guidelines Manual Certificate
- Copy of Local Government CEI Training Certificate
- Detailed scope of work
- Copy of Local Government's most recent audit (A-133)
- Map highlighting project area
- Budget template utilizing one on-line (if not submitted with TAP application)
- Copy of the TIP Page, if applicable
- ADA Compliance Assessment

Date

County

Local Government Official /
Project Supervisor

The information included in the checklist must be submitted to the Department (Local Program Development Office, TAP Section, Suite 600, James K. Polk State Office Building, 505 Deaderick Street, Nashville, TN 37243-0341 or TDOT.Enhancements@tn.gov)



Local Government Guidelines Form 3-1
June 8, 2015

Please see Chapter 3 Getting Started of the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects for additional details and information.

Date:			
County:			
Route:			
Log Mile:	From:	To:	
Project Description:			
Does Project Involve Railroad?	(Answer yes if within 200' from project limits to nearest rail, answer no if outside 200' and no impact)	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>
Anticipated Project Budget:	PE (NEPA)	Design	ROW
			Construction

Please list the Consultants involved in current or previous phases of the project. These services will not be eligible for reimbursement.

Names	Qualifications	Responsibilities

Please describe the Local Government's experience in managing projects similar to the one being contemplated.

Click here to enter text.

Please attach resumes and/or statement of qualifications for each Local Government Employee that will be involved in the project.



In accordance with Federal Regulation 23 CFR 635.105, the Local Government must provide a full time employee of the Local Government to be in “responsible charge” of the project. This person does not need to be an engineer. This person is required even when consultants have been retained by the LG to manage the entity’s engineering activities, including design and construction engineering and inspection services. Complete this page for each phase or check all phases if applicable.

NOTE: The regulation does not require the same public employees to be in responsible charge over several projects. It allows for the transfer of responsible charge duties for different phases, i.e. design and construction. If design and construction duties are handled by separate individuals on a project, please identify each employee and the phase of the project they are responsible for. (Note: Only one employee per phase should be listed.) It is also the LGs responsibility to notify the LPDO if the Responsible Person in Charge changes during any phase or duty.

Project Name:
Local Government:
Name of Responsible Person: _____ **Title:** _____
Address: _____
Office Phone: _____ **Cell Phone:** _____
Email: _____
Phases Responsible for: PE (NEPA) Design ROW Construction

Duties may include but are not limited to:

- This person acts as the primary point of contact for the LG.
- Oversees project activities; cost, time adherence to contract requirements, design and construction quality and scope
- Ensures the contract is properly recorded
- Directs project staff, agency or consultant, to carry out project administration and contract oversight including proper documentation
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste and abuse
- Maintains familiarity of day to day project operations & safety issues
- Visits and reviews the project on a frequency that is proportionate with the magnitude and complexity of the project
- Attends all project related meetings.

Signature of Responsible Person for the Local Government



Please list the Civil Rights Staff / Coordinators involved in the project.

Names	Qualifications	Responsibilities

Attach a copy of any agreements, contracts, memorandums of understanding or other legal instruments the Local Government has entered into with parties other than TDOT that may have bearing on or affect the project in any way. If there are no such agreements, attach the Local Government signed affidavit to that effect.

Information about any proprietary items the Local Government may wish to use in its performance of the contract. Proprietary items are those that can be obtained from only one source. Federal law requires pre-approval of these items before they can be used. More information can be found in the Local Government Guidelines.

Item Number	Description	Source

Attach a statement about the method of construction the Local Government wishes to use for the project. Federal law requires that the competitive method of construction (let to contract) be used unless there is TDOT pre-approval of some other method of construction.

Right-of-Way Training Certification (TTAP Training & Workshops)

YES NO

Local Programs Training Certification (TTAP Training & Workshops)

YES NO

Local Programs Local Agency CEI Training Certification (TTAP Training & Workshops)

YES NO

Local Programs CEI Training Certification for Engineering Firm (TTAP Training & Workshops) will be required before mandatory pre-construction meeting

YES NO

Local Government shall attach a certification from an appropriate fiscal officer. This certification must state the Local Government has sufficient accounting controls to properly manage federal funds. Local Governments receiving funds under this program are subject to compliance audits (A-133 Audit Documentation) by the TDOT Finance Office.

The Local Government shall provide the Local Program Development Office with the *signatures of persons authorized to sign as “Local Government Project Supervisor” and “Local Government Official”. The Local Program Development Office will verify the original signatures on each invoice submitted for

payment. Invoices received that do not contain the original signature of an authorized person will not be submitted to the TDOT Finance Office for payment.

***See next page for authorized signature form.**



DUNS Number and Authorized Signature Form

DUNS Number	
DUNS Number	Address (must include 9-digit zip code)
Physical Address of Project (must include 9-digit zip code)	
Local Agency Fiscal Year (Month/Day – Month/Day):	
Authorized Signatures	
A minimum of two (2) signatures must be shown to permit flexibility in making requests for reimbursement. Signatures of individuals authorized to sign for reimbursement requests for the project.	
Typed Name and Title	Signature
I certify that the signatures of the above individuals are only those persons authorized to sign for the reimbursements requests noted in number one (1) of this Authorized Signature Form.	
Signature of Highest Elected Official	Date

A new form must be submitted whenever authorized signers change



Certification of Compliance Regarding Third Party Contracts

FOR PROJECT PIN: _____

DESCRIBED AS: _____

I, _____, Mayor of _____,

(hereinafter referred to as "Agency") hereby certify by my signature hereunder that:

1. The Agency has no understanding or contract with a third party that will conflict with or negate the Project for which the Agency is requesting funding from the Department; and
2. The Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to this Project or to any work related to this Project for which the Agency is requesting funding from the Department; and
3. The Agency will not enter into any contract with a third party that relates to this Project or to any work for which the Agency is requesting funding from the Department without prior disclosure of such proposed contract to the Department; and
4. The Agency acknowledges and agrees that failure to provide this certification may subject the Agency to the denial of funding for this Project.

Signed, this, the _____ day of _____, 20____.

Signature of Mayor

Printed Name of Signatory (above)



TDOT American with Disabilities Office
ADA Compliance Assessment
July 2007

Tennessee Department of Transportation ADA Compliance Assessment

Tennessee Department of Transportation – TDOT, is required to monitor sub-recipients who receive TDOT assistance (local governments, contractors, consultants or groups) to ensure compliance with Title II ADA and 504 with respects to TDOT funded(both Federal and State assistance) projects and programs. 28 CFR 35.130(b)(1)(v) and 49CFR27.7(V)

Date: _____

Agency Information:

Administrative Head Title

Address:

City: _____ County: _____

Phone: _____ Email: _____

Please list the Program(s) or Service receiving financial assistance from the Tennessee Department of Transportation and the amounts received for the current year.

Anticipated Program/Service Dollar Amount

Compliance:

Does your agency have a staff person designated as the ADA Coordinator? If so, who:

ADA Coordinator Name and Title

ADA Coordinator's Address:

City: _____ County: _____

Phone: _____ Email: _____

Does the Coordinator have the easy access to the top level official? Yes ___ No ___



TDOT American with Disabilities Office
ADA Compliance Assessment
July 2007

Provide a written statement describing how persons with disabilities are afforded an opportunity to participate in local decision making processes, which demonstrates the effectiveness of this participation, to include:

Describe how persons with disabilities are appropriately included in all notification processes for public meetings or public review of agency documents.

Describe how meeting locations and formats encourage or facilitate participation by persons with disabilities.

Complaints:

Are customers aware of their rights under ADA including the right to file a complaint?

Yes ___ No ___

Have there been any complaints of ADA Title II violations in your Agency during the past three years?

Yes ___ No ___

If so, were the complaints investigated? Yes ___ No ___

1. If yes, please attach the summary and findings of the investigation. Include the name the charge and corrective action taken.
2. If not investigated, attach a detailed explanation.
3. Attach complaint procedure form.

Assurance:

As required by the contractual agreement, _____ (Agency) _____ will comply with the applicable laws and regulations relative to ADA in federally or state assisted programs of the Tennessee Department of Transportation.

DECLARATION OF RESPONDENT: I declare that I have completed this survey to the best of my knowledge and believe it to be true and correct.

Name Title Date

DECLARATION OF ADMINISTRATIVE HEAD: I declare that I have reviewed and approved the information provided in this survey and to the best of my knowledge and believe it is true, correct and complete.

Signature of Appointing Authority Date

RESOLUTION

A RESOLUTION ACCEPTING AN ENHANCEMENT GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION IN THE ESTIMATED AMOUNT OF \$432,960.00, WITH AN APPROXIMATE \$108,240.00 LOCAL CASH MATCH, FOR OAK RIDGE TURNPIKE INTERSECTION PEDESTRIAN SAFETY IMPROVEMENTS AT SOUTH TULANE AVENUE AND EAST DIVISION ROAD/TENNYSON ROAD.

WHEREAS, the State of Tennessee Department of Transportation (TDOT) has grant funds available for enhancement activities such as pedestrian safety improvement projects; and

WHEREAS, said grant requires a twenty percent (20%) local match, which must be in the form of cash; and

WHEREAS, the City has applied for a TDOT enhancement grant for pedestrian safety improvements (marked crosswalks, ramps, pedestrian indications, etc.) at two Oak Ridge Turnpike intersections (South Tulane Avenue and East Division Road/Tennyson Road), with a total estimated project cost of \$541,200.00; and

WHEREAS, TDOT has awarded the City an enhancement grant for eighty percent (80%) of the total estimated project cost (up to \$432,960.00); and

WHEREAS, the City will be responsible for the required twenty percent (20%) local cash match, as well as any project costs exceeding the total estimated project cost, which places the City's local match at approximately \$108,240.00; and

WHEREAS, by Resolution 4-30-11, City Council authorized the use of the Special Programs Fund for transportation enhancement projects for traffic capacity/safety improvements, school crossing, and bicycle/pedestrian safety improvements; and

WHEREAS, the City Manager recommends acceptance of the grant and requests authorization from City Council to utilize the Special Programs Fund for the required local match.

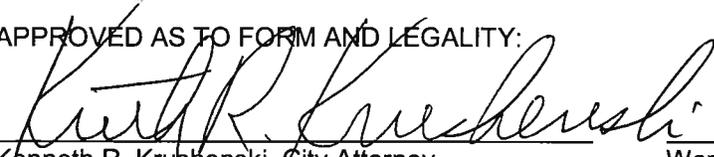
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City hereby accepts a grant from the State of Tennessee Department of Transportation in the estimated amount of \$432,960.00 for Oak Ridge Turnpike intersection pedestrian safety improvements, with a local required match of approximately \$108,240.00 to come from the Special Programs Fund.

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

This the 14th day of December 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor



Bruce M. Applegate, Jr. Acting City Clerk

INFORMATION SERVICES MEMORANDUM
15-05

TO: Mark S. Watson
City Manager

FROM: Amy Fitzgerald, Ph.D.
Governmental Affairs & Information Services Director

DATE: December 9, 2015

SUBJECT: 2016 STATE AND FEDERAL LEGISLATIVE AGENDA

Introduction

An item for the December 14th City Council agenda is the approval of the *City of Oak Ridge 2016 State and Federal Legislative Agenda*. The resolution also authorizes transmittal to members of the Tennessee General Assembly and the Tennessee Congressional Delegation as the official 2016 state and federal legislative agenda for the City of Oak Ridge.

Background

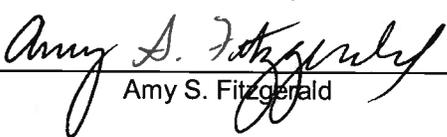
Each year the City develops a list of projects, policies, and priorities that are submitted to our representatives in the Tennessee General Assembly and the Tennessee Congressional Delegation to assist them in advocating on behalf of the City of Oak Ridge.

The draft was developed with an emphasis on current City initiatives and a review of agendas of other local governments and key organizations. In addition, staff worked with the city's federal legislative consultants on issues that could potentially impact Oak Ridge in the next Congress.

While the agenda is intended to be comprehensive, issues may arise during the year that require further action. Once approved, the agenda will be printed and distributed to the appropriate officials.

Recommendation

Staff recommends approval of the resolution.



Amy S. Fitzgerald

Attachments

City Manager's Comments:

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



Mark S. Watson 12/9/15
Date

RESOLUTION

A RESOLUTION TO ADOPT THE *CITY OF OAK RIDGE, TENNESSEE 2016 STATE AND FEDERAL LEGISLATIVE AGENDA* TO INFORM STATE AND FEDERAL OFFICIALS OF KEY PROJECTS, POLICIES, AND PRIORITIES IN THE CITY OF OAK RIDGE AND TO HELP SECURE FUNDING FOR AGREED UPON PRIORITIES OF THE COMMUNITY.

WHEREAS, the Oak Ridge City Council desires to develop a state and federal legislative agenda as an instrument to inform state and federal officials of key projects, policies, and priorities in the city of Oak Ridge, and to help secure funding for agreed upon priorities of the community; and

WHEREAS, the City Manager recommends the approval of the *City of Oak Ridge, Tennessee 2016 State and Federal Legislative Agenda* to inform state and federal officials of key projects, policies, and priorities in the City of Oak Ridge, and to help secure funding for agreed upon priorities of the community; and

WHEREAS, while the *City of Oak Ridge, Tennessee 2016 State and Federal Legislative Agenda* is intended to be comprehensive, issues may arise during the course of the year that require further action.

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 *City of Oak Ridge, Tennessee 2016 State and Federal Legislative Agenda* is hereby adopted to inform state and federal officials of key projects, policies, and priorities in the City of Oak Ridge, and to help secure funding for agreed upon priorities of the community.

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

BE IT FURTHER RESOLVED that the *City of Oak Ridge, Tennessee 2016 State and Federal Legislative Agenda* shall be transmitted to members of the Tennessee General Assembly and the Tennessee Congressional Delegation as the official 2016 state and federal legislative agenda for the City of Oak Ridge.

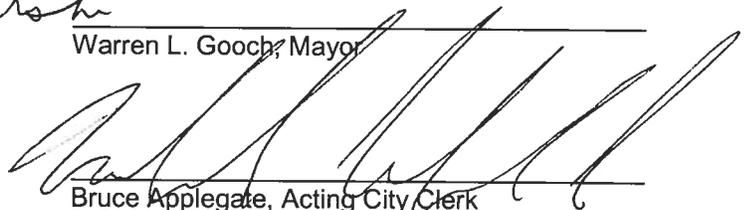
This the 14th day of December 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor



Bruce Applegate, Acting City Clerk

CITY COUNCIL MEMORANDUM
15-50

DATE: December 8, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: TENNESSEE CENTENNIAL GOLF COURSE OPERATIONAL FUNDING

Introduction

An item for City Council's consideration is a resolution authorizing a \$325,000 operating transfer from the General Fund to the Golf Course Fund to provide operational funding for the Tennessee Centennial Golf Course. The purpose of this transfer is provide funding for approximately \$225,000 in outstanding accounts payable and \$100,000 in operational funding through the winter, which includes maintenance of the greens. The General Fund will still retain a fund balance equivalent to two months of operations after this transfer.

Funding

The only resource for the City to use to provide operational funding for the Golf Course is through the General Fund. The City's current contractual relationship with Billy Casper Golf states all expenses belong to the Centennial Golf Course and ultimately, the City. Due to weather related circumstances beyond the operator's control, revenue levels that usually cover expenses have not occurred in 2015. Capital repairs, ongoing costs, increasing competition and weather have affected the bottom line in 2015.

Background

Historically, revenues from the golf course have been able to sustain the non-capital operations of the Golf Course. This request will be the first non-debt related operating transfer from the General Fund to the Golf Course Fund since its construction. During this past year, several factors have impacted the golf course, most notably weather. Beginning last winter, Centennial faced major long-term freezes in February that destroyed significant patches of turf, requiring re-sodding and maintenance. Conditions at the course had deteriorated to the extent that additional fertilizer treatments and turf repairs were needed.

During the course of this year, rain and weather was not cooperative. Oak Ridge (through November) has received 6.62 inches of rain above the norm of 37.92 inches. In review of golf rounds, there were 60 days where less than 20 rounds were played. February was brutal with the ice storms with a loss of half the month for available play and cold. A summary of golf rounds by day and weather is attached. Summer months, our time of highest play. Many of our weekends were affected by weather in the first months of the year. Through November, the course has reported 30,291 rounds. The target I have given to the contractor, Billy Casper Golf, has been 32,000 for this year, which is probably not attainable.

We now have a new manager, Mr. Don Tillar, Jr., who is diligently working to improve our spring leagues and tournament schedules. Aggressive marketing is also occurring on social media and internet based contacts to our customers. Billy Casper Golf corporate has also extended extra efforts to increase interest in the Centennial Golf Course.

Recommendation

The City of Oak Ridge City Manager's office recommends that a cash infusion be made to pay off current account payables, which are the responsibility of the City by contract. Council may refer to the

Management Agreement, Section III, Operating Account, which identifies the requirements of the City to provide a sufficient amount to fund the golf operations in a business-like manner. City Staff recommends the funding in the amount of \$325,000. Said funding will provide needed amounts to come current on present payables and provide funding for staffing during the light usage winter months.


Mark S. Watson

Attachments

CITY OF OAK RIDGE



LEGAL DEPARTMENT
Telephone: (865) 425-3530
Fax: (865) 425-3420
Email: tdunn@corn.org

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

May 11, 2010

Peter Hill
CEO and Chairman
Billy Casper Golf Management, Inc.
8300 Boone Blvd., Suite 350
Vienna, Virginia 22182

Re: Tennessee Centennial Golf Course Management Agreement – Renewal Notice

Dear Mr. Hill:

This letter shall serve as the City's intent to renew the above referenced agreement for an additional ten (10) years in accordance with Section I, Term of Agreement. This is the first and only renewal option set forth in the agreement, and it would be in effect December 4, 2010 through December 3, 2020.

This renewal option is upon the mutual consent of both parties. The City has received a letter from Mr. Goodrich, dated April 15, 2010, indicating Billy Casper Golf Management's agreement to consent to the renewal option. To formally consent to the renewal period, please sign below and return this letter to my attention.

Please call me at (865) 425-3530 if you have any questions.

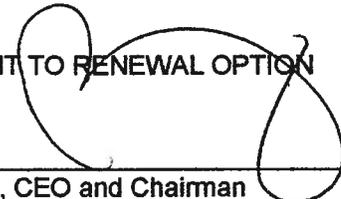
Sincerely,

A handwritten signature in black ink that reads "Tammy M. Dunn".

Tammy M. Dunn
Senior Staff Attorney

cc: Josh Collins, Director of Recreation and Parks

CONSENT TO RENEWAL OPTION



Peter Hill, CEO and Chairman

Date

May 13, 2010

TENNESSEE CENTENNIAL GOLF COURSE
MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of this 4th day of December 2000, between BILLY CASPER GOLF MANAGEMENT, INC., a Virginia corporation ("BCGM") and the City of Oak Ridge, Tennessee ("Owner") having an address of P.O. Box 1, Oak Ridge, Tennessee 37831.

WHEREAS, Owner owns an 18-hole golf course and clubhouse, located in Oak Ridge, Tennessee, known as Tennessee Centennial Golf Course ("Centennial"); and

WHEREAS, BCGM, Owner and The Cowperwood Company ("Developer") have previously entered into an agreement dated May 6, 1996 (and a renewal of that agreement dated November 16, 1998), whereby BCGM was engaged to manage Centennial ("Original Management Agreement"); and

WHEREAS, BCGM, Owner and Developer mutually desire to terminate the Original Management Agreement, and any and all amendments thereto, effective as of the date first written above, and replace the Original Management Agreement with this Agreement; and

WHEREAS, BCGM is in the business of managing golf courses and related facilities; and

WHEREAS, pursuant to the terms and conditions contained in this Agreement, Owner desires to engage BCGM directly to manage Centennial.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, it is mutually agreed as follows:

- I. **TERM OF AGREEMENT.** The initial term of this Agreement shall commence effective the date hereof and shall expire ten (10) years thereafter. The Agreement may be renewed for an additional ten (10) year term based upon the written mutual consent of Owner and BCGM.

- II. **BILLY CASPER GOLF MANAGEMENT, INC. SERVICES.** Services rendered by BCGM to Owner shall be as follows: Owner agrees that BCGM shall, during the term of this Agreement and subject to the terms of this Agreement, have the sole and exclusive right to manage Centennial as an independent contractor pursuant to the terms of this Agreement. Owner and BCGM agree that they will cooperate reasonably with each other to permit BCGM to carry out its duties under this Agreement. Throughout the term of this Agreement, Owner will have the sole and exclusive right to manage and direct BCGM, and BCGM shall have the responsibility of providing and the authority to provide general operational management services for Centennial, subject to Owner's continuing performance of its obligations hereunder, including the ongoing requirement of Owner to provide operating

capital for the operation of Centennial pursuant to the Annual Budget and Program as set forth in Section III, including, without limitation, the following services:

- A. BCGM shall, pursuant to the Annual Budget and Program and after consulting with the Owner, recruit, hire, and supervise all on-site staff personnel (including salaried and hourly personnel) necessary to provide services at Centennial as may be contemplated by the Annual Budget and Program, all of whom shall be employees of BCGM. Provided, however, all expenses in connection with the employment of all on-site personnel shall be the responsibility of Owner, pursuant to Owner's obligation to provide funds for the Operating Account, as set forth in Section III hereof.
- B. BCGM shall, at the expense of Owner, obtain (in accordance with the Annual Budget and Program) merchandise for the pro shop at Centennial and shall make available for the benefit of Centennial any national purchase discounts which may be negotiated.
- C. BCGM shall supervise and operate on behalf of Owner the golf course, pro shop, food and beverage services, and other ancillary services at Centennial.
- D. BCGM shall develop a list of required equipment and a purchase/lease schedule and maintain in good working condition and order the physical plant and equipment at Centennial, including the golf course and all physical structures which are part of Centennial, and all vehicles and other maintenance equipment necessary to the maintenance and operation of Centennial in the normal course of business.
- E. BCGM shall, to the extent it deems reasonably necessary or desirable in connection with the performance of its obligations hereunder, be entitled to bring its staff to Centennial for such oversight, Centennial training, and consultation from time to time at no additional charge to Centennial other than reimbursement of reasonable out-of-pocket travel-related expenses, not to exceed \$6,000 annually.
- F. BCGM shall recommend a schedule of prices and fees for golf course products and services for Owner's approval and design and implement such special events and marketing programs and strategies, such as junior golf programs, priority tee times, league play, events, tournaments, exhibitions and clinics, as it may deem appropriate to promote Centennial as may be contemplated in the Annual Budget and Program. BCGM shall also develop and implement the program for solicitation of group outings at Centennial.
- G. BCGM shall provide the following budgeting, bookkeeping and reporting services to Owner (it being understood that copies of all books and records shall be kept at Centennial):

1. BCGM shall prepare and deliver to Owner, in accordance with its own procedures and formats, regular monthly and annual operating statements which shall include, without limitation, comments regarding each monthly and annual report and such other items Owner may reasonably request.

Monthly operating statements shall be furnished to Owner by the 20th day following the last day of each month, and annual operating statements shall be furnished by the 45th day following the last day of each calendar year.

2. BCGM shall prepare and deliver to Owner no later than November 15 of each year for the duration of this Agreement for the following year, (a) an annual operating budget, including a projection of anticipated monthly revenues and expenses and cash flows for Centennial for the following calendar year, including, without limitation, a reasonable contingency and anticipated Operating Account requirements over the course of the year, (b) a capital improvements budget for the next calendar year, and (c) a general marketing and operational program with respect to Centennial, including, without limitation, operating policies, standards for operations and quality of service standards (collectively, the "Annual Budget and Program"). BCGM and Owner shall use their mutual best efforts to agree upon the Annual Budget and Program for the following year on or before calendar year end. Owner shall have the final approval of the Annual Budget and Program. Each party may from time to time propose to the other party during the course of the year such changes or amendments to the Annual Budget and Program as such party may consider necessary or appropriate, and BCGM and Owner shall use their mutual best efforts to agree upon such changes or amendments within thirty (30) days after such proposal is made. BCGM shall obtain prior approval from Owner for contracts in excess of Ten Thousand Dollars (\$10,000) or twelve (12) months in duration. BCGM shall secure the approval of Owner for expenditures in excess of One Hundred Five Percent (105%) of any line item in the Annual Budget, except for expenditures necessary in the event of emergencies of which prompt notice will be given to Owner.
3. BCGM on behalf of Owner shall establish, administer, and maintain the payroll procedure and systems for the BCGM employees at Centennial under the supervision of BCGM and shall be responsible for overseeing certain benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, and medical insurance coverage, as approved by Owner pursuant to the Annual Budget and Program. Employees shall be employees of BCGM, and all costs related to their employment shall be borne by Owner, pursuant to Owner's obligation to provide funds for the Operating Account as set forth in Section III, and BCGM shall comply with Federal and State employment laws.

H. BCGM shall, at the end of each calendar month remit directly to Owner all amounts then in the Operating Account (as hereinafter defined) in excess of the Minimum Funds Balance as may be requested by Owner (as hereinafter defined) from time to time by written notice to BCGM.

BCGM shall pay all operating expenses for Centennial on behalf of Owner from the Operating Account which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses for BCGM on-site employees, management fees, and operating expenses. BCGM will not pay debt service, bond interest payments, real estate, or personal property taxes.

III. **OPERATING ACCOUNT.** Owner shall provide all funding of the Operating Account requirements of Centennial for all operating years during the term hereof as set forth in the Annual Budget and Program then in effect. BCGM shall maintain a business checking account for receipt and disbursement of funds used in connection with the operation of Centennial (the "Operating Account"). Owner agrees to fund the Operating Account for the operation of Centennial in a business-like manner as prescribed within the Annual Budget and Program for the remaining term of this Agreement, and Owner shall provide sufficient funds for the Operating Account to allow BCGM to operate Centennial in a generally-accepted, business-like manner consistent with both parties' objective of operating a high-quality golf facility available to the golfing public; provided further that, upon cancellation or termination of this Agreement for any reason or upon the occurrence of a material default by BCGM, the delegation of control over such Operating Account to BCGM shall be immediately revoked, and all funds in the Operating Account shall be immediately paid over to Owner by BCGM.

BCGM shall provide Six Thousand Dollars (\$6,000) per year in years two (2) through five (5) and Ten Thousand Dollars (\$10,000) per year in years six (6) through ten (10) to the capital expenditure program then in effect during the term of this Agreement. Payments shall be made in lump-sum annual amounts to the Operating Account and shall be utilized for capital expenditures pursuant to the Annual Budget and Program then in effect.

IV. **INSURANCE.** Owner shall maintain appropriate property damage insurance on Centennial property. BCGM shall secure and at all times maintain liability and other appropriate insurance for Centennial in such amounts and through agents and with underwriters acceptable to Owner. Owner shall be liable for the payment of the premiums of said insurance for so long as Owner shall own Centennial during the term of this Agreement. Liability policies shall name BCGM and Owner as co-insureds under such policies. Liability insurance policies required hereunder shall be broad form on an ISO occurrence basis and shall contain a provision requiring the insurer to notify BCGM and Owner at least ninety (90) days in advance of any cancellation or termination of such policies and satisfactory waiver of subrogation provisions. The liability policy must also contain language specifying that the insureds do not waive tort limits and protection under the Tennessee government tort

liability act. BCGM shall obtain competitive bids for the liability coverages every three (3) years. If BCGM secures such insurance as a part of any blanket policy, the premiums attributable to Centennial shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for Centennial to the total policy amount. The liability insurance must have a minimum limit of Five Million Dollars (\$5,000,000) and be placed with insurers with a rating of at least "A" according to A.M. Best. The premiums for any such policies shall be paid from the Operating Account funds to be provided by Owner pursuant to Paragraph III hereof and in accordance with the Annual Budget and Program or by Owner in the event there is insufficient Operating Account funds available.

V. COMPENSATION AND FEES

- A. For its services hereunder, BCGM shall be entitled to a monthly fee equal to Five Thousand Dollars (\$5,000.00) (the "Base Fee") with respect to each month during the term of this Agreement, provided however, the Base Fee shall increase by Five Percent (5%) each year during the term of the Agreement, with the first increase commencing on January 1, 2002.
- B. In addition to the Base Fee, BCGM shall be entitled to a Facility Utilization Fee with respect to each twelve (12) month period during the term of this Agreement effective with the twelve month period commencing July 1, 2001, according to the following schedule:

<u>Total 18-hole Rounds Played (July 1-June 30)</u>	<u>Facility Utilization Fee</u>
Less than 35,000	\$0
35,000 to 37,500	\$5,000
Above 37,501	\$10,000

The fee shall be calculated within thirty (30) days after June 30 each year, and the fee shall prepaid to BCGM within fifteen (15) days thereafter.

- C. Upon reasonable notice (which may be verbal), representatives of Owner shall have the right to, at any time during normal business hours, review all of BCGM's books and records, including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to Centennial, including, without limitation, BCGM's work papers related to BCGM's preparation of operating statements and calculation of any Incentive Fees. All Owner-related expenses related to any such review shall be exclusively borne by Owner for purposes of this Agreement unless such review reveals an overpayment of any fees or other amounts, in which case BCGM shall pay for the review. Owner's exercise of its right of review or to dispute any fee or expense reimbursement claimed by BCGM shall not delay payment of the undisputed portion thereof by Owner within the time frames set forth

herein. However, payment by Owner of a fee or other amount hereunder shall not constitute a waiver of Owner's right to subsequently dispute the amount thereof. If Owner and BCGM determine that any portion of its fees was improperly paid to BCGM, BCGM shall refund such improperly paid fee, together with interest thereon from the time when such fee was paid to BCGM within five (5) business days after receipt of notice from Owner to BCGM. If there is any dispute between the parties regarding payment of its fees, such disputes may be resolved by arbitration.

- D. Gross Revenues from Centennial. The term "Gross Revenues from Centennial" as used herein shall include the total aggregate amount of revenue for the business done, sales made, and services performed in, on, or from Centennial both for cash and on credit (net of credit card discounts), including, without limitation, all charges for greens fees, annual passes, cart rentals, and other rentals; the gross amount charged for merchandise and food and beverage; and the gross amount received from all other sources and income derived from activities in, on, or from Centennial less any and all actual refunds or credits for returned merchandise, exchanges, and allowances, including allowances for bad debts (provided the purchase price of the merchandise was previously included in Centennial's gross sales), and less all sums collected by Centennial from Centennial's customers and paid by Centennial for all sales, use, value-included, and excise taxes on sales and rentals where such taxes are both added to or included in the selling price or charge, and paid by Centennial directly to the taxing authorities.

As used herein, Gross Revenues from Centennial shall be exclusive of all insurance and condemnation proceeds, and proceeds and sales of equipment and property, other than inventory in the ordinary course of business.

- E. Any interest due to either BCGM or Owner pursuant to this Agreement shall accrue at a rate equal to the prime rate publicly announced by Citibank, N.A. on the date such interest began to accrue which shall be thirty (30) days after the date due. Except as otherwise specifically provided herein, interest on any payment due by either party to the other hereunder shall be payable from and after the date upon which such payment was due if such payment is not timely made.

VI. CAPITAL EXPENDITURES

- A. Capital improvements shall be deemed to include any item purchased in connection with the operation of Centennial which:
1. has an economic useful life in excess of one (1) year; and
 2. costs in excess of Five Thousand Dollars (\$5,000).

Except as provided in Section III, all costs for capital improvements shall be the responsibility of Owner, and all decisions as to whether or not to undertake any capital improvement projects or otherwise, in respect of any capital improvements, shall be made by Owner in consultation with BCGM.

B. BCGM shall (except in the case of supervision of repair and replacements made in the normal course, which shall be a part of BCGM's regular duties under this Agreement) upon the request of Owner, perform any of the following services on behalf of Owner provided, however, that prior to performing such services, the parties shall have agreed to the amount of additional compensation to be paid to BCGM for said services as well as the scope of the additional services:

1. golf course design or construction services, including supervisory duties overseeing the performance of others performing such design or construction services; and
2. construction supervision over any capital development or capital improvement to Centennial, its related facilities or the land upon which they are erected.

Notwithstanding the foregoing, BCGM shall, as a part of its regular duties, but without the obligation to supervise the capital improvement project in question, review with Owner, solely in its capacity as manager of Centennial, the design and construction of such capital improvement projects and alert Owner to any problems or defects of which it becomes aware.

VII. DEFAULT AND REMEDIES

A. The following shall constitute an event of default ("Event of Default") by Owner under this Agreement:

1. Failure to timely pay BCGM any fees, compensation, or reimbursement due BCGM pursuant to this Agreement, unless said amounts are under legitimate dispute;
2. Failure to timely provide funds for the Operating Account in accordance with Section III hereof;
3. Breach by Owner of any other provision of this Agreement, such as but not limited to, failing to consult with BCGM regarding budgets or capital improvements; or

4. Owner makes an assignment for the benefit of its creditors, or becomes a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.
- B. The following shall constitute an event of default ("Event of Default") by BCGM under this Agreement, provided that Owner has fulfilled its obligations hereunder:
1. Committing waste upon Centennial or failure to maintain in good working order any material improvement or component of Centennial;
 2. Failure to maintain the amenities of Centennial in reasonably good condition, subject to abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCGM;
 3. Breach by BCGM of any other provisions of this Agreement or failure to provide customary management services to operate Centennial or utilize its best efforts to maintain and maximize profitability; or
 4. BCGM makes an assignment for the benefit of its creditors, or becomes a party for more than thirty (30) days' to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.
- C. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days in the event of a payment default or such longer period (not to exceed a period of thirty (30) days unless the Defaulting Party has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting Party, within which to cure the default.
- D. If the Defaulting Party does not cure the default within the grace period provided in Section VII(C) above, the other party may terminate this Agreement on sixty (60) days' written notice to the Defaulting Party and pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to Section V hereof, subject to legitimate offsets. Notwithstanding any contrary provisions hereof, BCGM's rights to recover damages from Owner shall be limited to collection of accrued and unpaid Management Fees and the payment of the Cancellation Fee (or the Termination Fee if applicable) provided in Section VIII below as liquidated damages (it being agreed by the parties that BCGM's damages would be extremely difficult to measure and that the Cancellation Fee (or Termination Fee if applicable) has been agreed upon after negotiations as a reasonable estimate of such damages.) The parties also agree that notwithstanding any contrary provision hereof, the Owner's damages shall be limited as provided in Section XII(C)(3).

VIII. TERMINATION AND CANCELLATION

- A. This Agreement shall automatically terminate upon expiration of the term of this Agreement and any automatic renewals.
- B. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party after giving notice as provided in Section VII above.
- C. In the event BCGM terminates this Agreement due to the Default of Owner, BCGM shall receive within ten (10) days of termination from Owner a cancellation fee ("the Cancellation Fee") **equal to the lesser of:** the total compensation and fees (pursuant to Section V hereof) earned by BCGM for the immediately preceding calendar year multiplied times two (2) full years, plus all capital contributed to golf course under Section III of this Agreement or the balance of fees remaining on the contract, plus all capital contributed to golf course under Section III of this Agreement.
- D. Owner may terminate this Agreement on thirty (30) days' written notice to BCGM, without the payment of a Cancellation or Termination Fee in the event that Centennial fails to exceed an Annual Net Operating Income of Eighty Percent (80%) of the amount set forth in the Annual Budget and Program for six (6) consecutive calendar quarters during the term hereof.
- E. Owner shall have the right to terminate this Agreement at any time on thirty (30) days' written notice, and this Agreement shall automatically terminate upon the closing of a sale, lease, or transfer of Centennial. In the event of such unilateral termination or termination due to the transfer of Centennial (other than to BCGM or its affiliate, in which event no Termination Fee shall be payable), the Owner shall pay to BCGM within ten (10) days of such termination a termination fee ("Termination Fee") **equal to the lesser of:** the total compensation and fees (pursuant to Section V hereof) earned by BCGM for the immediately preceding calendar year multiplied times two (2) full years, plus all capital contributed to golf course under Section III of this Agreement or the balance of fees remaining on the contract, plus all capital contributed to golf course under Section III of this Agreement. The Termination Fee can equal, but not exceed, the amount of capital contributed by BCGM and fees still owed on the contract.

IX. USE OF CENTENNIAL. During the term of this Agreement, Centennial shall be open to the public and operated on a daily-fee basis.

X. LIQUOR LICENSE AND BEER PERMIT. Subject to any relevant Tennessee Alcoholic Beverage Control ("ABC") licensing requirements and local laws, Owner shall use its best efforts to maintain at all times a valid liquor license and beer permit on the premises, and

BCGM shall comply with all relevant ABC laws and local laws regarding the use of such liquor license and beer permit.

XI. FORCE MAJEURE; FIRE AND OTHER CASUALTY. If all or any portion of Centennial is destroyed by fire or other casualty, such damage or destruction shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of Centennial being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, the Owner shall decide not to rebuild the damaged portion of Centennial; then in either such event, this Agreement shall terminate on notice from Owner to BCGM of such termination, and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if:

- A. as a result of any damage or destruction to any part of Centennial; or
- B. otherwise due to causes (other than strikes within BCGM's control) beyond BCGM's reasonable control (and so long as BCGM uses all reasonable diligence to cure such inability), BCGM shall be unable to perform its obligations hereunder in respect of the operation of Centennial, Owner and BCGM shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the Operating Account provisions thereof, to allow payment of necessary Centennial expenses (including, without limitation, Centennial employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after BCGM shall have given Owner notice of the occurrence of such event, BCGM shall have the right to terminate this Agreement by notice to Owner of such termination, and neither party shall have any further rights or obligations hereunder. In the event of a force majeure, there is no Cancellation or Termination Fee due to BCGM.

XII. INDEMNIFICATION AND LIABILITY

- A. Legal Actions. Legal counsel for BCGM and Owner shall cooperate in the defense or prosecution of any action affecting Centennial. BCGM shall not institute or defend any legal action or retain counsel affecting Centennial without Owner's consent. BCGM shall immediately forward all legal notices to Owner or notices of a financial nature which relate to Centennial, at the address listed under Section XIII. BCGM shall advise and assist Owner in instituting or defending, as the case may be, in the name of Centennial, Owner and/or BCGM, but in any event as a Centennial expense, all actions arising out of the operation of Centennial and not attributable to the negligence or willful acts of BCGM, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BCGM, Owner, or Centennial, or to lawfully evict or dispossess tenants or other persons in possession thereunder, or to lawfully cancel, modify, or terminate any lease, license

or concession agreement as contained in the Annual Budget and Program in Section III, herein in the event of breach of default thereof, or to defend any action brought against Owner, unless otherwise directed by the Owner. BCGM shall assist Owner to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum as a Centennial expense, and any violation, order, rule, or regulation affecting Centennial.

- B. Choice of Law and Venue. Whereas BCGM's principal place of business is in the Commonwealth of Virginia, and Centennial is located in the State of Tennessee, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of Tennessee, which shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.
- C. Liability of BCGM and Owner.
1. Other Persons. BCGM shall not be responsible for the acts or omissions of any of Owner's other contractors or any subcontractor, or any employees of Owner other than those under supervision of BCGM, or any persons representing Owner performing any services for or in connection with Centennial, or any consultants or other persons engaged by Owner with respect thereto, unless and only to the extent BCGM is supervising, or should be supervising the same, and BCGM shall be responsible only for the performance of BCGM's obligations hereunder in accordance with the terms hereof.
 2. Non-recourse. In the event that BCGM makes any claim against Centennial and Owner, BCGM's recourse shall be limited to the provisions of this Agreement. BCGM shall have no recourse to members, managers, or employees of the Owner, except for acts or omissions which are outside the scope of their rights or responsibilities as members, managers or employees.
 3. Notwithstanding any other provisions of this Agreement, the maximum liability of BCGM to Owner for any breach of this Agreement or for any claims arising hereunder shall be limited to the amount of the Management Fees under Section V paid as of the date of such breach or claim plus proceeds available from BCGM's insurance. BCGM will maintain in full force and effect insurance in a minimum amount of One Million Dollars (\$1,000,000). Owner's liability will not exceed the amount of money owed to BCGM for unpaid management fees for the remaining term of this Agreement and Cancellation or Termination Fees, if any. Owner will maintain in full force and effect insurance in a minimum amount of Five Million Dollars (\$5,000,000) as set forth in Section IV herein.

- D. Indemnity. BCGM will defend, indemnify and hold Owner harmless from and against any and all claims, losses, expenses, costs, suits, actions, proceedings, demands or liabilities that are asserted against or sustained or incurred by Owner because of BCGM's breach of this Agreement or because of legal actions or regulatory violations arising from BCGM's negligence, fraud, or willful misconduct. Further, BCGM will defend, at its own expense, any actions brought directly against BCGM as a result of its negligence in managing and/or operating Centennial. Recovery upon an indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by either Owner or BCGM. The scope of the foregoing indemnity includes any and all costs and expenses properly incurred in connection with any proceedings to defend any indemnified claim or to enforce the indemnity, or both, provided, however, that BCGM's liability under all indemnities shall be limited as set forth in Section XII(C)(3). The obligations under this Section XII(D) shall survive the termination of this Agreement.

XIII. GENERAL PROVISIONS

- A. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.
- B. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.
- C. The parties hereby agree from time to time to execute and deliver such further and other instruments and documents and do all such other acts and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.
- D. BCGM shall at all times operate, use, and conduct the business of Centennial in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules, and regulations and maintain all licenses and permits relating to Centennial, with Owner's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement and required in connection with the management, use and operation of Centennial.
- E. This Agreement may not be assigned by BCGM without the prior written consent of the Owner. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party. Furthermore, the purchaser and/or assignee of Owner shall be bound by the provisions hereof, in which event (excluding the lease of Centennial) Owner shall be released from all liability hereunder except for obligations accruing

prior to said sale, lease, or transfer and payment of accrued fees and Section XII hereof.

F. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given:

1. when delivered, if hand delivered; or
2. one (1) business day after deposit with a reputable overnight courier marked for "next business day" delivery; or
3. upon receipt, if sent by facsimile, provided that an original thereof is thereafter sent in the manner provided above and shall be addressed as follows:

In the case of BCGM:

Billy Casper Golf Management, Inc.
8221 Old Courthouse Road, Suite 350
Vienna, Virginia 22182
Attention: Robert Morris
Telephone: (703) 761-1444
Facsimile: (703) 893-3504

In the case of Owner:

The City of Oak Ridge, Tennessee
P.O. Box 1
Oak Ridge, Tennessee 37831
Attention: City Manager
Telephone: (865) 425-3550
Facsimile: (865) 425-3420

or to such other address as either party may designate by notice complying with the terms of this subparagraph.

G. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

H. If any provision of this Agreement or any other agreement entered into pursuant hereto, is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the

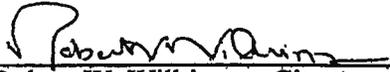
remainder of such provision and this Agreement shall not be invalidated or rendered unenforceable thereby and shall be given full force and effect so far as possible.

- I. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- J. This Agreement and all transactions contemplated hereunder shall be governed by, construed, and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflicts of law provisions.
- K. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of BCGM to Owner is that of an independent contractor.
- L. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- M. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement and that it is not restricted by contract or otherwise from entering into and performing this Agreement.
- N. BCGM, in performing the work or furnishing the services covered by this Agreement, shall not discriminate against any person seeking employment with or by BCGM because of race, creed, color, or national origin.

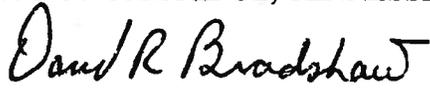
IN WITNESS WHEREOF, the parties executed this Agreement as of the date first above written.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE:



Robert W. Wilkinson, City Attorney



A. J. Kuhnida, Jr., Mayor
David R. Bradshaw, Mayor Pro Tem

BILLY CASPER GOLF MANAGEMENT,
INC:



Peter M. Hill, Chief Executive Officer

Tennessee Centennial Golf Course

January-November 2015 Rounds Impacted by Weather

January			February			March			April						
1	44	Overcast	44	1	48	Rain PM	9	1	48	Snow	0	1	73	Sunny	129
2	44	Overcast	21	2	45	Cold	1	2	48	Overcast	1	2	70	Overcast	37
3	56	Overcast	50	3	44	Cold	11	3	46	Rain All Day	4	3	77	Rain PM	147
4	61	Rain AM	12	4	50	Sunny	70	4	69	Rain PM	8	4	62	Overcast	128
5	40	Sunny	5	5	44	Windy	6	5	32	Snow	0	5	68	Sunny	78
6	42	Sunny	27	6	47	Sunny	34	6	41	Cold	5	6	64	Rain PM	39
7	30	Cold	0	7	58	Windy	115	7	57	Sunny	78	7	64	Rain All Day	13
8	30	Cold	0	8	62	Windy	90	8	63	Sunny	85	8	82	Rain AM	66
9	32	Cold	5	9	59	Rain AM	15	9	59	Rain AM	49	9	84	Sunny	120
10	36	Cold	10	10	41	Cold	14	10	58	Overcast	6	10	75	Rain AM	74
11	42	Overcast	22	11	56	Sunny	112	11	63	Rain AM	6	11	72	Sunny	184
12	41	Rain All Day	0	12	42	Cold	1	12	65	Sunny	67	12	82	Sunny	141
13	39	Overcast	3	13	38	Cold	13	13	61	Rain All Day	0	13	77	Overcast	109
14	41	Overcast	6	14	48	Windy	38	14	59	Rain All Day	11	14	74	Rain All Day	19
15	41	Overcast	5	15	29	Cold	0	15	71	Sunny	106	15	69	Rain All Day	10
16	46	Sunny	43	16	32	Snow	0	16	75	Sunny	103	16	65	Rain PM	54
17	57	Sunny	109	17	26	Snow	0	17	79	Sunny	154	17	72	Overcast	191

18	54	Sunny	31	18	24	Snow	0	18	55	Overcast	96	18	82	Sunny	167
19	62	Sunny	63	19	17	Snow	0	19	54	Rain All Day	0	19	73	Rain All Day	20
20	64	Sunny	64	20	26	Snow	0	20	55	Rain AM	30	20	73	Overcast	36
21	56	Sunny	31	21	40	Snow	0	21	67	Sunny	135	21	68	Sunny	153
22	47	Overcast	54	22	45	Snow	0	22	67	Overcast	107	22	73	Sunny	120
23	42	Rain All Day	0	23	33	Snow	0	23	73	Sunny	77	23	68	Sunny	127
24	42	Rain AM	21	24	34	Snow	0	24	75	Sunny	86	24	73	Sunny	208
25	50	Overcast	48	25	36	Snow	0	25	78	Overcast	83	25	70	Overcast	123
26	37	Cold	5	26	41	Snow	0	26	76	Rain All Day	23	26	66	Overcast	140
27	37	Cold	3	27	36	Cold	0	27	51	Cold	27	27	68	Sunny	110
28	44	Overcast	20	28	49	Snow	0	28	48	Sunny	47	28	73	Sunny	170
29	54	Windy	27					29	59	Sunny	87	29	71	Overcast	33
30	40	Windy	14					30	73	Rain AM	73	30	68	Overcast	79
31	46	Overcast	29					31	77	Sunny	147				
May				June				July				August			
1	68	Sunny	169	1	81	Rain PM	73	1	80	Overcast	87	1	90	Sunny	168
2	75	Sunny	193	2	78	Overcast	106	2	80	Rain All Day	36	2	90	Hot	163
3	78	Sunny	163	3	82	Overcast	125	3	79	Rain All Day	147	3	90	Hot	99
4	80	Sunny	110	4	86	Sunny	183	4	80	Overcast	91	4	94	Hot	130
5	85	Sunny	135	5	87	Sunny	153	5	79	Rain AM	58	5	94	Hot	107
6	87	Sunny	133	6	90	Sunny	131	6	85	Sunny	127	6	80	Rain All Day	56

7	86	Sunny	121	7	90	Hot	157	7	89	Overcast	116	7	90	Hot	160
8	88	Sunny	194	8	88	Rain PM	87	8	90	Overcast	97	8	92	Hot	171
9	88	Sunny	164	9	88	Sunny	108	9	92	Sunny	183	9	94	Hot	183
10	87	Sunny	86	10	90	Hot	107	10	93	Sunny	191	10	90	Overcast	62
11	89	Sunny	78	11	91	Hot	134	11	91	Sunny	191	11	86	Overcast	91
12	80	Sunny	138	12	86	Hot	156	12	85	Overcast	152	12	90	Sunny	190
13	80	Sunny	163	13	90	Hot	159	13	93	Hot	210	13	80	Sunny	149
14	84	Sunny	115	14	93	Hot	163	14	80	Rain All Day	42	14	85	Rain PM	216
15	82	Sunny	165	15	94	Hot	105	15	89	Sunny	98	15	90	Rain All Day	152
16	81	Overcast	171	16	94	Hot	98	16	89	Sunny	174	16	85	Hot	147
17	80	Overcast	132	17	95	Hot	164	17	91	Sunny	180	17	79	Rain PM	81
18	85	Overcast	84	18	91	Hot	116	18	88	Rain PM	146	18	80	Rain All Day	88
19	87	Sunny	176	19	87	Hot	174	19	93	Sunny	171	19	82	Rain All Day	38
20	86	Sunny	117	20	87	Hot	160	20	92	Overcast	92	20	82	Rain All Day	38
21	68	Sunny	119	21	94	Hot	120	21	91	Sunny	113	21	85	Sunny	150
22	74	Sunny	157	22	94	Hot	118	22	88	Sunny	132	22	86	Sunny	192
23	82	Sunny	163	23	91	Hot	141	23	76	Rain All Day	33	23	81	Overcast	119
24	84	Sunny	155	24	96	Hot	92	24	88	Sunny	277	24	88	Overcast	117
25	86	Sunny	163	25	90	Hot	159	25	90	Sunny	163	25	82	Sunny	166
26	84	Rain PM	85	26	94	Hot	176	26	92	Sunny	185	26	81	Sunny	131
27	83	Sunny	84	27	94	Rain PM	94	27	91	Rain PM	84	27	84	Sunny	164
28	83	Overcast	121	28	82	Sunny	236	28	91	Rain PM	94	28	86	Sunny	176
29	86	Sunny	160	29	83	Sunny	98	29	93	Rain PM	105	29	87	Sunny	190

30	87	Sunny	174	30	80	Rain PM	90	30	93	Hot	96	30	81	Overcast	169
31	79	Rain PM	103					31	90	Sunny	174	31	86	Sunny	103
September				October				November				December			
1	90	Hot	134	1	70	Rain PM	31	1	67	Overcast	68	1			
2	91	Hot	102	2	62	Rain All Day	30	2	67	Rain All Day	13	2			
3	91	Hot	131	3	62	Rain All Day	18	3	77	Overcast	94	3			
4	93	Sunny	156	4	81	Sunny	81	4	78	Sunny	80	4			
5	89	Rain PM	138	5	83	Sunny	64	5	73	Overcast	78	5			
6	89	Hot	141	6	82	Sunny	86	6	72	Overcast	44	6			
7	89	Hot	190	7	83	Sunny	103	7	65	Rain AM	23	7			
8	88	Hot	124	8	82	Sunny	119	8	62	Sunny	113	8			
9	79	Overcast	62	9	80	Rain PM	101	9	57	Rain AM	3	9			
10	79	Rain All Day	37	10	66	Rain AM	42	10	67	Sunny	58	10			
11	82	Sunny	181	11	71	Sunny	167	11	68	Sunny	90	11			
12	75	Sunny	77	12	55	Sunny	113	12	72	Rain AM	29	12			
13	70	Sunny	146	13	70	Sunny	92	13	62	Sunny	71	13			
14	76	Sunny	100	14	72	Sunny	88	14	60	Sunny	57	14			
15	81	Sunny	146	15	74	Sunny	122	15	57	Sunny	74	15			
16	80	Sunny	129	16	70	Sunny	145	16	57	Sunny	37	16			
17	83	Sunny	104	17	65	Sunny	129	17	64	Sunny	57	17			
18	84	Sunny	193	18	60	Sunny	120	18	71	Rain PM	21	18			

19	86	Sunny	166	19	65	Sunny	49	19	68	Sunny	56	19						
20	80	Sunny	119	20	67	Sunny	89	20	58	Sunny	65	20						
21	78	Sunny	83	21	73	Sunny	102	21	64	Sunny	49	21						
22	82	Sunny	133	22	75	Sunny	78	22	42	Cold	21	22						
23	75	Sunny	144	23	77	Sunny	119	23	49	Cold	9	23						
24	84	Sunny	143	24	70	Sunny	87	24	56	Sunny	65	24						
25	70	Rain All Day	30	25	71	Overcast	101	25	61	Sunny	84	25						
26	85	Rain AM	95	26	64	Rain All Day	13	26	67	Sunny	27	26						
27	83	Sunny	130	27	59	Rain All Day	8	27	68	Sunny	170	27						
28	83	Sunny	90	28	71	Overcast	57	28	66	Overcast	75	28						
29	74	Rain All Day	8	29	71	Overcast	65	29	60	Rain All Day	7	29						
30	78	Overcast	45	30	62	Sunny	101	30	53	Rain All Day	0	30						
				31	62	Overcast	103					31						

Rounds by the Week								
					Rounds	Days Weather Impacted Rds.	Cart Path Only	Days Closed Due to Weather
Jan 1-5	1	132		January	772	12	10	4
Jan 6-12	2	64		February	529	9	9	14
Jan 13-19	3	260		March	1701	10	12	5
Jan 20-26	4	223		April	3025	11	12	0
Jan 27-Feb 2	5	103		May	4291	3	0	0
Feb 3-9	6	341		June	3983	9	0	0
Feb 10-16	7	178		July	4045	12	10	0
Feb 17-23	8	0		August	4166	9	6	0
Feb 24-Mar 2	9	1		September	3477	13	5	0
Mar 3-9	10	229		October	2623	7	9	0
Mar 10-16	11	299		November	1638	12	8	1
Mar 17-23	12	599		December				
Mar 24-30	13	426						
Mar 31-Apr 6	14	705						
Apr 7-13	15	707						
Apr 14-20	16	497						
Apr 21-27	17	981						

Apr 28-May 4	18	917						
May 5-11	19	911						
May 12-18	20	968						
May 19-25	21	1050						
May 26-June 1	22	800						
Jun 2 - 8	23	942						
Jun 9-15	24	932						
Jun 16-22	25	950						
Jun 23-29	26	996						
Jun 30-Jul 6	27	636						
Jul 7-13	28	1140						
Jul 14-20	29	903						
Jul 21-27	30	987						
Jul 28-Aug 3	31	899						
Aug 4-10	32	869						
Aug 11-17	33	1026						
Aug 18-24	34	742						
Aug 25-31	35	1099						
Sep 1-7	36	992						
Sep 8-14	37	727						
Sep 15-21	38	940						
Sep 22-28	39	765						
Sep 29-Oct 5	40	277						

RESOLUTION

A RESOLUTION AUTHORIZING A TRANSFER OF \$325,000.00 FROM THE GENERAL FUND TO THE GOLF COURSE FUND TO PROVIDE OPERATIONAL FUNDING FOR TENNESSEE CENTENNIAL GOLF COURSE.

WHEREAS, City Council approved a Management Agreement with Billy Casper Golf Management, Inc., dated December 4, 2000, to manage the City's golf course and club house known as Tennessee Centennial Golf Course; and

WHEREAS, the Management Agreement expires on December 3, 2020; and

WHEREAS, Section III, Operating Assistance, of the Management Agreement requires the City to provide sufficient funds for the Operating Account to allow Billy Casper Golf Management to operate Centennial in a generally-accepted, business-like manner consistent with the parties' objective of operating a high-quality public golf facility; and

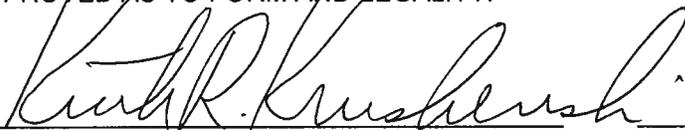
WHEREAS, the City Manager recommends a cash infusion of \$325,000.00 from the General Fund to the Golf Course Fund of which \$225,000.00 will be used to pay off outstanding account payables and \$100,000.00 for operational funding through winter.

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

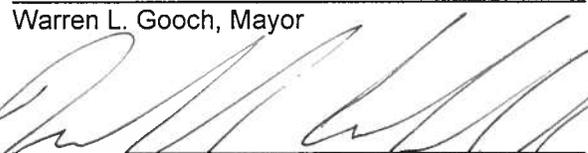
That the recommendation of the City Manager is approved and the Finance Director is hereby authorized to transfer \$325,000.00 from the General Fund to the Golf Course Fund.

This the 14th day of December 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Bruce M. Applegate, Jr. Acting City Clerk

CITY CLERK MEMORANDUM

15-74

DATE: December 7, 2015

TO: Mark S. Watson, City Manager

FROM: Charlie Hensley, Councilmember

SUBJECT: A RESOLUTION DESIGNATING DR. D. RAY SMITH AS "HONORARY CITY HISTORIAN" FOR THE CITY OF OAK RIDGE, TENNESSEE, AND IN SUCH CAPACITY SHALL PROVIDE RECOMMENDATIONS TO CITY LEADERSHIP ON HISTORICAL ACCURACY OF PUBLIC INFORMATION.

I am requesting a resolution be crafted and acted on by Council to reestablish our City Historian.

As we all know, Mr. Bill Wilcox served in that position for many years either officially or unofficially. Mr. Wilcox provided a valuable perspective from a veteran of the Manhattan Project and also as a Cold War Patriot. Often Mr. Wilcox provided a different opinion than some who were not as involved in our City's heritage and this served us well in establishing such features as the K-25 Interpretation Center that is now going to be a part of our new National Park.

No one currently in our community is better suited to serve as our City Historian than Mr. D. Ray Smith who tirelessly covers ongoing events, keeps us informed through the weekly "Historically Speaking" columns in the Official City Newspaper. Mr. Smith also is a leader in the Oak Ridge Historical Preservation Association and will provide a direct link to this valuable organization's service to the community. In addition, several long-time residents and current notable Cold War Patriots have requested we consider Mr. Smith for this position.

So with this letter I am requesting a resolution be prepared based on the earlier draft sent to you along with Mr. Smith's resume, and that this resolution be included in our agenda for the December 14 meeting of City Council.

Thank you for your attention,
Charlie Hensley

Attachments:

Resolution



Bruce M. Applegate Jr.

City Manager's Comments:

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



Mark S. Watson



Dec. 8 2015

Date

RESOLUTION

A RESOLUTION DESIGNATING DR. D. RAY SMITH AS "HONORARY CITY HISTORIAN" FOR THE CITY OF OAK RIDGE, TENNESSEE, AND IN SUCH CAPACITY SHALL PROVIDE RECOMMENDATIONS TO CITY LEADERSHIP ON HISTORICAL ACCURACY OF PUBLIC INFORMATION.

WHEREAS, Oak Ridge is a community unique in being the first and primary Manhattan Project site, yet is often only briefly mentioned in historical accounts of the Manhattan Project; and

WHEREAS, since the Manhattan Project, Oak Ridge has continued to have an important imprint on history in many areas, including education, science, technology, national defense, and environmental stewardship; and

WHEREAS, our past, when presented in proper perspective, can provide context for the present and guidance for the future, but only if we make an effort to understand fully and promote the significance of Oak Ridge's unique beginnings and follow-on history in all of their depth and complexity; and

WHEREAS, by Resolution 5-38-06, City Council designated William J. Wilcox, Jr., as City Historian to help provide that understanding and to serve as a resource for elected officials, city staff, students, and the public; and

WHEREAS, Mr. Wilcox passed away September 2, 2013 and it is now time to name an honorary City Historian to take his place; and

WHEREAS, due to historical interests and background of the City of Oak Ridge and commentaries are required from time to time in the role of the City Historian in an honorary capacity and to support City officials in responses to grant applications, official correspondences, and community information; and

WHEREAS, said City Historian position shall be considered an honorary post and shall not be construed as an official agent of the City of Oak Ridge unless authorized; and

WHEREAS, Dr. D. Ray Smith has an extensive understanding and appreciation of the heritage of Oak Ridge, especially the Manhattan Project era, and has been writing the "Historically Speaking" weekly column in *The Oak Ridger* for nine years; and

WHEREAS, Dr. Smith has been a featured speaker on the heritage of Oak Ridge at numerous universities, colleges, high schools, and at U.S. Department of Energy sites across the nation; and

WHEREAS, Dr. Smith was central to the creation of the New Hope Center's History Center in 2007 and, most recently, serves in a support role for implementation of the Manhattan Project National Historical Park.

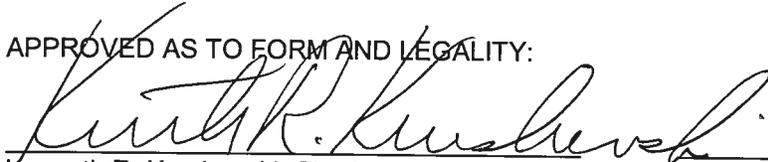
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

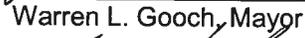
That in recognition of his knowledge of Oak Ridge's history and his active role in preserving and sharing that history for future generations, Dr. D. Ray Smith is hereby designated as "Honorary City Historian" for the City of Oak Ridge, Tennessee, and in such capacity shall provide recommendations to City leadership on historical accuracy of public information.

BE IT FURTHER RESOLVED that this is an honorary position and Dr. Smith shall not be construed as an official agent of the City unless authorized.

This the 14th day of December 2015.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney


Warren L. Gooch, Mayor


Bruce M. Applegate, Jr., Acting City Clerk

CITY COUNCIL MEMORANDUM

15-48

DATE: December 7, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: MEETING SCHEDULE FOR CALENDAR YEAR 2016

Introduction

An item for City Council's consideration is a resolution establishing a time and location of all regular Council meetings, which includes provisions to adjust meeting dates, times, and locations as needed.

Review

In reviewing Article II, Section 1, of the City Charter, it states:

The council shall hold regular meetings in Oak Ridge at least once monthly. Increased frequency, time of day, and place of its meetings shall be established by resolution.

Since 2013, the resolution establishing the meeting schedule has had built-in flexibility. The proposed resolution for the 2016 calendar year continues to provide flexibility to schedule meeting dates of City Council in correlation with city business. A sample calendar has been drafted outlining when the meeting dates/times will typically occur. The historical practice of scheduling the regular City Council meeting on the second Monday of each month has been continued; however, in order to accommodate the request from the Oak Ridge Board of Education, work session meetings have been continued on the third Tuesday of each month. This freely allows City Council and Board of Education attendance at each other's meetings on the fourth Monday. Additionally, it is proposed that regular meetings begin at 7:00 p.m. and work sessions begin at 6:00 p.m. Work sessions are targeted for a duration of two (2) hours.

As before, the resolution contains a provision allowing the City Manager to reschedule regular meetings upon ample notification to Council and the public in the event of a needed change. There are several advantages of allowing the rescheduling of regular meetings including the ability to conduct city business in time sensitive cases, completing complex items/projects requiring close calendar coordination, allowing for presence of a quorum, and saving money on advertising costs on ads that merely note a date, time, or location change.

The resolution does not impact special meetings of Council. Per Article 11, Section 2, of the City Charter, special meetings may be called upon the written request of the City Manager, the Mayor, or any two (2) councilmembers upon twenty-four (24) hours' written notice. Business transacted at special meetings is limited to the subject(s) specified in the meeting notice. In such instances, a request may be made through the City Clerk's Office.

Items for Future Consideration

In 2016, there are a few potential conflicts with the proposed calendar that may require adjustment as the meeting date approaches. The first is two conflicts with conferences that City Council may wish to

attend — TML's Legislative Conference March 14-15, 2016 in Nashville, and TML's Annual Conference in Nashville, June 11-14, 2016. Should attendance at these conferences affect the regular Council meeting, the regular meeting can be rescheduled in accordance with the approved resolution. June will also be our budget adoption processes for FY 2017. Any work session items can be incorporated into that calendar. It is suggested that there be no work session in June.

The second conflict is the work sessions in March and November which fall on the day after a regular Council meeting. If needed, the work session can also be changed to a different date by the City Manager without any formal action required. The March work session will be proposed for March 22, 2016 and the November work session for November 8, 2016.

It is anticipated that budget meetings in the month of June will be scheduled as special meetings to focus on approval of budget with no other action items scheduled. While these meetings have typically been set with the meeting schedule, the proposed meeting schedule only contains the regular meeting for June and no work session and no special meetings for first and second readings of the budget. This will be done so the schedule can be developed later in the spring of 2016 and be coordinated with the Board of Education.

Recommendation

Approval of the attached resolution is recommended.


Mark S. Watson

Attachments:
2016 Proposed Meeting Schedule
Resolution

2016

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**7:00 p.m. – Council Meetings – Municipal Building Courtroom
(Shown in Blue – Second Monday of each month)**

**6:00 p.m. – Council Work Sessions – Central Services
(Shown in Red – Third Tuesday of each month)**

Holidays – Offices Closed (Shown in Gray)

January 1 - New Year's Day

January 18 - Martin Luther King, Jr. Day

February 15 - President's Day

Good Friday (March 25)

Memorial Day (May 30)

Independence Day (July 4)

Labor Day (September 5)

Thanksgiving Day (November 24-25)

Christmas (December 23 and 26)

March 5-9 - NLC – Congressional City Conference, Washington, DC

March 14-15 – TML 2016 Legislative Conference, Doubletree, Nashville, TN

June 11-14 – TML 2016 Annual Conference, Gatlinburg, TN

RESOLUTION

A RESOLUTION TO GENERALLY ESTABLISH MONTHLY REGULAR CITY COUNCIL MEETINGS AND MONTHLY WORK SESSION MEETINGS FOR CALENDAR YEAR 2016.

WHEREAS, Article II, Section 1, of the Charter of the City of Oak Ridge, Tennessee, provides that City Council shall hold regular meetings at least once monthly, and that increased frequency, time of day, and place of its meetings shall be established by resolution; and

WHEREAS, City Council meetings have traditionally been held on the second Monday of each month in the Municipal Building Courtroom and work session meetings are scheduled for the third Tuesday of each month in order to not conflict with Oak Ridge Board of Education (BOE) meetings; and

WHEREAS, the City Manager desires to not commit City Council to a rigid monthly meeting schedule, but to allow for some flexibility to address matters such as emergency situations and time sensitive business; and

WHEREAS, the City Manager has prepared and recommends adoption of a proposed schedule for Calendar Year 2016.

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 meetings of City Council are hereby established as follows: as required by Article II, Section 1, of the City Charter, City Council will hold a regular meeting once a month. These regular meetings will typically occur on the second Monday of each month in the Municipal Building Courtroom beginning at 7:00 p.m.

BE IT FURTHER RESOLVED that the City Manager may alter the date of a regular City Council meeting fourteen (14) days in advance of a proposed change to verify scheduling with City Council and coordination, if applicable, with the audio/visual crew.

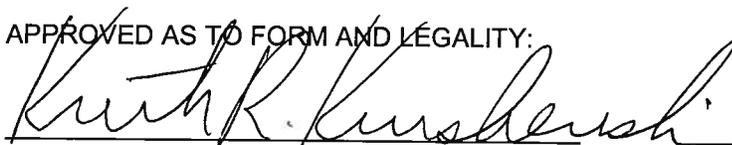
BE IT FURTHER RESOLVED that the City Manager may alter the time or location of a regular City Council meeting with forty-eight (48) hours' advance notice to City Council and the media due to special needs or an emergency situation.

BE IT FURTHER RESOLVED that the City Manager may schedule work sessions with City Council and other meetings at which no formal action can be taken by City at his discretion, with those meetings typically occurring on the third Tuesday of each month in the Central Services Complex Multipurpose Room at 6:00 p.m., provided however, said meetings can be cancelled, altered, or rescheduled as needed without any formal action.

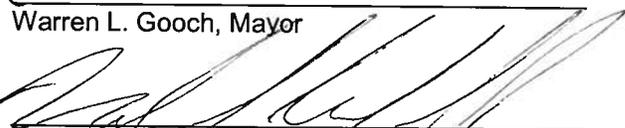
BE IT FURTHER RESOLVED that this resolution does not alter in any way the process for calling a special meeting of City Council per Article II, Section 2, of the City Charter.

This the 14th day of December 2015.

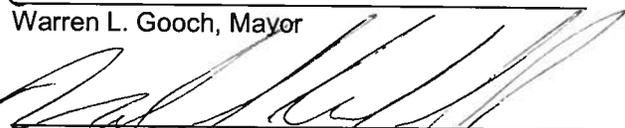
APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Bruce M. Applegate, Jr., Acting City Clerk

CITY COUNCIL MEMORANDUM
15-49

DATE: December 8, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson
SUBJECT: DEPARTMENT OF ENERGY WATER SERVICES CONTRACT MODIFICATIONS

Introduction

The accompanying resolution modifies the current water services contract between the City and the United States Department of Energy (DOE) to set forth a new annual potable water rate and other necessary modifications.

Background

At the November 2015 City Council meeting, the expiration of the current contract between the City and DOE was extended from December 31, 2015 to March 31, 2016. It was indicated at that time that further negotiations were ongoing and the extension would provide sufficient time to bring those negotiations to a close. This item proposes modifications to the recently extended contract.

On April 30, 2014, DOE ended their use of raw river water to supplement East Fork Polar Creek. The flow augmentation was ended as part of the State NPDES discharge permit renewal in 2014. DOE had been paying a fixed rate for this raw water, and with the end of their use, they sought to end payment of the agreed amount. While it was acknowledged that much of the raw water rate paid was for a service DOE no longer needed or used, there was a small component of the raw water rate that was intended to cover approximately 3.5% of the potable (or finished) water cost included in the contract. This equated to \$206,079 annually and DOE has continued to pay this in their monthly bill.

The proposed contract modification adjusts the current rate for potable water to DOE to reflect this additional amount resulting in a new annual potable water rate of \$2,281,079 through the remaining duration of the current contract. It also eliminates the raw water component of the contract back-dated starting May 1, 2014 primarily for contract completeness and accuracy.

As currently worded, the contract with DOE provides for the pro-rata payment by DOE of any major capital improvements at the plant. This equates to 53.5% of any improvements and was determined based on their historical percentage use of the potable water produced at the plant.

With the end of the raw water flow and subsequent revenue loss to the City, DOE recognized this as such and offered to compensate the City for its losses. In order to stay within numerous federal contracting regulations and guidelines it was mutually agreed this compensation should be in the area of an increased contribution by DOE toward an important capital improvement. There is language proposed in this contract modification to reflect a 100% contribution toward a specific project, discussed below.

The project mentioned above is known as the Chemical Feed Building. Presently, the City uses gaseous chlorine to disinfect the drinking water. While safe and proper handling can greatly reduce the hazards, there are ever increasing regulations regarding the handling and storage of gaseous chlorine. Several years ago the city began a design to construct a new building and install equipment to store, handle, and feed liquid sodium hypochlorite thus eliminating the hazards and regulations associated with gaseous chlorine. Funding constraints caused the staff to stop the design short of completion.

It is this project that DOE has offered to assist the City in seeing to completion. The proposed modification provides for an immediate payment of \$25,000 to the City to complete the project design and prepare a final cost estimate prior to soliciting bids. Once construction bids have been received a follow-up modification will be developed approving the payment to the City of the bid amount along with any additional engineering and inspection fees associated with the construction. At this time, the estimated construction cost is \$925,000. As with any contract, the construction contract and the accompany DOE contract modification will be presented for City Council approval at a later date.

It is important to note that negotiations are ongoing for yet another modification to the contract, that being the development of a new potable water rate and long-term extension. These negotiations are continuing and staff expects to bring a modification document forward for Council consideration and approval prior to the expiration of the current contract, March 31, 2016.

Recommendation

Staff recommends approval of the accompany resolution.


Mark S. Watson

Attachments

RESOLUTION

A RESOLUTION TO MODIFY THE CURRENT WATER SERVICES CONTRACT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE) TO SET FORTH A NEW ANNUAL POTABLE WATER RATE AND OTHER NECESSARY MODIFICATIONS.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City, and the transfer documents included a water services contract whereby DOE purchases water from the City; and

WHEREAS, the water services contract had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months, which extension DOE exercised; and

WHEREAS, by Resolutions 10-98-10, 6-46-11, 5-34-2012, 9-69-2012, and 11-132-2015, City Council amended the water services contract to provide for additional extensions through March 31, 2016; and

WHEREAS, the City and DOE desire to modify the existing water services contract to set forth a new annual potable water rate of \$2,281,079 through the end of the current contract term and to remove the raw water component of contract retroactive to May 1, 2014; and

WHEREAS, additionally, the parties desire to modify the contract to set forth a requirement for DOE to provide a 100% contribution toward a specific improvement project (Chemical Feed Building) instead of continuing the pro-rata payment by DOE (equating to 53.5%) for any improvements; and

WHEREAS, DOE has agreed to provide an immediate \$25,000.00 payment for completion of the design of the Chemical Feed Building, with the intent to pay for the construction costs of the project (which will be part of a future contract modification once bids are received); and

WHEREAS, the City Manager recommends approval of the water services contract modification.

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

That the City is hereby authorized to enter into the necessary legal documents to modify the water services contract between the City and the United States Department of Energy (DOE) as set forth above.

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

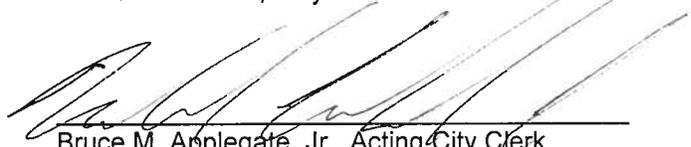
This the 14th day of December 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor



Bruce M. Applegate, Jr., Acting City Clerk

ELECTIONS

SEE ADDITIONAL PACKET