

OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

April 8, 2019 - 7:00 p.m.

AGENDA

I. INVOCATION

Pastor Bobby McCoy, Oak Ridge Baptist Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

Public Recognitions

- a. Recognition of Road Superintendent Gary Long and the Anderson County Highway Department for assisting with the Blankenship Field project
- b. Recognition of Oak Ridge Police Department Captain Brad Jenkins

Proclamations

- a. A proclamation paying tribute to Ed Westcott for his contributions to Oak Ridge and the nation
- b. A proclamation designating May 5, 2019 as Holocaust Remembrance Day
- c. A proclamation designating April 7-13, 2019 as Library Week
- d. A proclamation designating April 15-19, 2019 as the Week of the Young Child
- e. A proclamation designating April, 2019 as Fair Housing Month
- f. A proclamation designating April 22-26, 2019 as Community Development Week
- g. A proclamation designating May 8, 2019 as Oak Ridge Wellness Day

V. SPECIAL REPORTS

- a. Transmittal and Acceptance of Blueprint Report – Steve Whitson, Chair, Oak Ridge Municipal Planning Commission

VI. CONSENT AGENDA

- a. Approval of March 11, 2019 City Council regular meeting minutes
- b. A RESOLUTION TO AUTHORIZE THE SUBMITTAL OF AN OPT-IN LETTER TO THE STATE OF TENNESSEE LOCAL GOVERNMENT HEALTH INSURANCE PROGRAM FOR THE CITY TO ELECT TO PROVIDE DENTAL AND VISION INSURANCE FOR EMPLOYEES BEGINNING JANUARY 1, 2020.

- c. A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO THE HARTFORD FOR EMPLOYEE BASIC LIFE INSURANCE, DEPENDENT LIFE INSURANCE, SUPPLEMENTAL LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE FOR FISCAL YEAR 2020 IN THE ESTIMATED AMOUNT OF \$90,373.46 WITH ONE RENEWAL OPTION AT THE SAME RATES.
- d. A RESOLUTION EXTENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES AT THE EAST TENNESSEE TECHNOLOGY PARK, WITH SAID EXTENSION THROUGH SEPTEMBER 30, 2020.
- e. A RESOLUTION TO APPROVE A THREE-YEAR EXTENSION TO THE CONTRACT WITH COULTER AND JUSTUS, P.C., KNOXVILLE, TENNESSEE, TO CONDUCT AN AUDIT OF THE CITY'S ACCOUNTS AND FUNDS IN THE AMOUNT OF \$69,000.00 FOR FISCAL YEAR 2019.

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

- a. AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 12, TITLED "ENERGY CONSERVATION CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-1201, TITLED "ENERGY CONSERVATION CODE ADOPTED," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-1201, TITLED "ENERGY CONSERVATION CODE ADOPTED," AND BY CREATING A NEW SECTION 12-1202, TITLED "AMENDMENTS," ALL FOR THE PURPOSE OF ADOPTING THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE FOR COMPLIANCE WITH TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE, DIVISION OF FIRE PREVENTION, REQUIREMENTS. **(No public hearing is required.)**

VIII. FINAL ADOPTION OF ORDINANCES

- a. AN ORDINANCE TO AMEND TITLE 8, TITLED "ALCOHOLIC BEVERAGES," CHAPTER 8, TITLED "BEER AND OTHER LIGHT BEVERAGES – PROHIBITIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO DELETE SECTION 8-806, TITLED "CURB SERVICE PROHIBITED."
- b. AN ORDINANCE TO AMEND TITLE 11, TITLED "MUNICIPAL OFFENSES," CHAPTER 2, TITLED "ALCOHOL, DRUGS, ETC.," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO AMEND SECTION 11-201, TITLED "CUSTOMER'S ABILITY TO BRING ALCOHOLIC BEVERAGES INTO A PLACE OF BUSINESS FOR PERSONAL CONSUMPTION," TO LESSEN THE RESTRICTIONS FOR SUCH ACTIVITY.

IX. RESOLUTIONS

- a. A RESOLUTION TO ACCEPT A GRANT FROM THE EAST TENNESSEE HUMAN RESOURCE AGENCY, INC., (ETHRA) AND/OR THE EAST TENNESSEE AREA AGENCY ON AGING AND DISABILITY (ETAAD) FOR THE CITY'S SENIOR VOLUNTEER TRANSPORTATION PROGRAM, SAID GRANT IN THE AMOUNT OF \$30,000.00 PER TERM YEAR AND ANTICIPATED TO OCCUR OVER THREE GRANT TERM YEARS.
- b. A RESOLUTION DEDICATING FIRE STATION #4 AND NAMING IT IN HONOR OF THOMAS HOWARD SCOTT, OAK RIDGE FIRE DEPARTMENT PHOTOGRAPHER AND HISTORIAN.

- c. A RESOLUTION AWARDING A CONTRACT (FY2019-100) TO DESIGN & CONSTRUCTION SERVICES, INC., KNOXVILLE, TENNESSEE, FOR THE PURCHASE AND INSTALLATION OF A SAMPLING PLATFORM AT THE DIGESTERS AT THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$49,481.00.
- d. A RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.
- e. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., KNOXVILLE, TENNESSEE, FOR THE DESIGN OF THE PROPOSED NEW WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$3,133,00.00.

X. APPEARANCE OF CITIZENS

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

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
19-05

DATE: March 28, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mary Beth Hickman, City Clerk
SUBJECT: PROCLAMATIONS FOR THE APRIL 8, 2019 CITY COUNCIL MEETING AGENDA

The following proclamations are presented for the April 8, 2019 City Council meeting for the City Council's consideration:

A proclamation paying tribute to Ed Westcott for his contributions to Oak Ridge and the nation

This request was submitted by City Manager Mark Watson to honor Ed Westcott, who passed away on March 29, 2019. The proclamation pays tribute to Mr. Westcott for his contributions to Oak Ridge and the nation, including his iconic photographs that brought to life the early history of the Secret City.

A proclamation designating May 5, 2019 as Holocaust Remembrance Day

This request was submitted by Rhonda Bogard with the Jewish Congregation of Oak Ridge and Patsy Stacy with the Unitarian Universalist Church. A Holocaust Remembrance service will be held on Sunday, May 5, 2019 at 3:30 p.m. in the sanctuary of the Jewish Congregation of Oak Ridge.

A proclamation designating April 7-13, 2019 as Library Week.

This request was submitted by Virginia Spence, Technology Specialist with the Oak Ridge Public Library to designate April 7-13, 2019 as Library Week to coincide with National Library Week.

A proclamation designating April 15-19, 2019 as the Week of the Young Child

This request was submitted by Tribby Kelly, Family and Community Engagement Compliance Monitor with the Oak Ridge Preschool in honor of *The Week of the Young Child*. *The Week of the Young Child* is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association.

A proclamation designating April 22-26, 2019 as Community Development Week

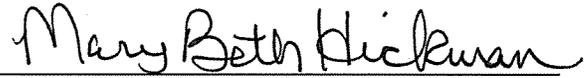
This request was submitted by Community Development Director Wayne Blasius to commemorate National Community Development Week, which pays tribute to the Community Development Block Grant and HOME Grant Programs.

A proclamation designating April, 2019 as Fair Housing Month

This request was submitted by Community Development Director Wayne Blasius to designate April, 2019 as Fair Housing Month. Approval of the proclamation is encouraged by the U.S. Department of Housing and Urban Development as part of the City's participation in the Community Development Block Grant Program.

A proclamation designating May 8, 2019 as Oak Ridge Wellness Day

This request was submitted by the Wellness Committee to designate May 8, 2019 as Oak Ridge Wellness Day to coincide with the 11th Annual Wellness Fair which is scheduled for May 8, 2019 from Noon to 4:00 p.m. in the Oak Ridge Civic Center gymnasium.



Mary Beth Hickman

Attachment:

Proclamation paying tribute to Ed Westcott

Proclamation designating May 5, 2019 as Holocaust Remembrance Day

Proclamation designating April 7-13, 2019 as Library Week

Proclamation designating April 15-19, 2019 as The Week of the Young Child

Proclamation designating April 22-26 as Community Development Week

Proclamation designating April, 2019 as Fair Housing Month

Proclamation designating May 8, 2019 as Oak Ridge Wellness Day

PROCLAMATION

WHEREAS, Ed Westcott was born in Chattanooga, Tennessee on January 20, 1922 and moved to Nashville, Tennessee with his parents before he was a teenager; and

WHEREAS, while still a teenager, Mr. Westcott began working for the Army Corps of Engineers headquartered in Nashville photographing site selection and construction of military camps, airports, hydroelectric plants and dams in Tennessee and Kentucky; and

WHEREAS, after being dispatched on a secret mission to photograph a classified location in Middle Tennessee that was intended to become a prison of war camp, Mr. Westcott alone was selected to photograph construction of the Manhattan Project; and

WHEREAS, after World War II ended and Oak Ridge was opened to the public, Mr. Westcott continued as photographer for the Atomic Energy Commission (AEC) in Oak Ridge and also covered assignments in Kentucky, Ohio, Missouri, New Jersey, Puerto Rico and AEC headquarters in Washington, DC; and

WHEREAS, Mr. Westcott transferred to AEC headquarters in Germantown, Maryland in 1966, where he photographed twenty-three nuclear reactors and accompanied AEC commissioners to the White House to photograph meetings with seven United States Presidents from John F. Kennedy to George H. Bush; and

WHEREAS, over five thousand of the early historical negatives by Mr. Westcott are now archived at the National Archives in Washington, DC and are recognized as THE record of the Manhattan Project and early AEC efforts in Oak Ridge and other locations; and

WHEREAS, in 1977, Mr. Westcott retired from the Department of Energy in Germantown, Maryland and returned to Oak Ridge, where he continued to work as a special project consultant and photographer to the Department of Energy's various missions in Oak Ridge; and

WHEREAS, without Mr. Westcott's iconic photographs, the early history of the secret city of Oak Ridge would be lost to the ages; and

WHEREAS, Ed Westcott has been honored as one of our most revered citizens, interacting with citizens and visitors to our city and encouraging our young students as they use his photography for their art classes; and

WHEREAS, Mr. Westcott passed away on March 29, 2019, leaving behind an indelible legacy that will live on in the hearts and minds of our citizens.

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

That in recognition of his distinguished service and contributions the Oak Ridge community and our great nation, the Oak Ridge City Council pays tribute to

ED WESTCOTT

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 8th day of April in the year 2019.

WARREN L. GOOCH, MAYOR

PROCLAMATION

WHEREAS, the United States Congress established the Days of Remembrance as the Nation's annual commemoration of the Holocaust, which this year is observed from Sunday, April 28 to Sunday, May 5, 2019; and

WHEREAS, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies, and governments to ensure that lessons of tolerance and respect for all people are taught into perpetuity; and

WHEREAS, we the citizens of the City of Oak Ridge should always remember the tragic events of the Holocaust and remain vigilant against hatred, persecution, and tyranny; and

WHEREAS, the Jewish Congregation of Oak Ridge (JCOR) and the Oak Ridge Unitarian Universalist Church have partnered together for an Interfaith Study of the Holocaust led by Oak Ridge teachers Steve Reddick and Julie Kinder-McMillan and for a Holocaust Remembrance Service on May 5th at 3:30 p.m. at the JCOR sanctuary, which is open to the public; and

WHEREAS, the Holocaust Remembrance Service honors not only those who died but also those who were liberated, and serves to educate future generations so that the many sacrifices will not be forgotten.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that May 5, 2019 be proclaimed

HOLOCAUST REMEMBRANCE DAY

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to remember those whose lives were lost or forever affected during this time in our world's history.

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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, the Oak Ridge Public Library works to serve every member of the Oak Ridge community and strives to fulfill the city's goal of being an exceptional place to live, work and visit; and

WHEREAS, libraries create potential and possibilities in their communities; and

WHEREAS, libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming; and

WHEREAS, libraries have long served as trusted and treasured institutions where people of all backgrounds can come together and connect; and

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training to help people of all ages and backgrounds find and interpret the information they need to live, learn and work; and

WHEREAS, libraries and librarians look beyond their traditional roles and provide life-changing opportunities for education, employment, entrepreneurship, empowerment and engagement, as well as new services that connect closely with patrons' needs; and

WHEREAS, librarians design and offer programs, facilities, and resources to meet their community's needs, providing residents with access to computers, internet, Wi-Fi, job seeking tools, homework help, electronic databases, story times, periodicals, E-Books, senior book deliveries, local history archives, and genealogy resources; and

WHEREAS, libraries continuously grow and evolve in how they provide for the needs of every member of their communities, offering places for education, opportunity and lifelong learning.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that the week of April 7-13, 2019 be proclaimed

LIBRARY WEEK

in the City of Oak Ridge, Tennessee, and that all residents be encouraged to visit the library this week to take advantage of the wonderful resources available to them.

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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, *The Week of the Young Child* is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood educational association, with nearly 60,000 members and a network of 50 local, state and regional affiliates; and

WHEREAS, the purpose of *The Week of the Young Child* is to focus public attention on the needs of young children and their families as well as to recognize the early childhood programs and services that meet those needs; and

WHEREAS, *The Week of the Young Child* was first established in 1971 in recognition that the early childhood years (birth through age 8) lay the foundation for children's success in school and later life; and

WHEREAS, all young children and their families across the nation, and in Oak Ridge, deserve access to high-quality early education and care; and

WHEREAS, high quality early childhood services represent a worthy commitment to our children's future; and

WHEREAS, public policies that support early learning for all young children are crucial to ensuring the quality of life for our future leaders and citizens; and

WHEREAS, *The Week of the Young Child* is a time to recognize that children's opportunities are our responsibilities and to ensure that each and every child experiences the type of environment – at home, at child care, at school and in the community – that will promote their early learning.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that April 15-19, 2019 be proclaimed

THE WEEK OF THE YOUNG CHILD

in the City of Oak Ridge, Tennessee, and that all citizens be urged to support the needs of young children in our community and to recognize teachers, organizations and others who make a difference in the lives of our young children.

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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, each year since the enactment of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, the Federal Government designates April, the anniversary month of said law, as "Fair Housing Month"; and

WHEREAS, because fair housing is consistent with the principle of equality and justice for all – a principle upon which our nation was founded – all of us should share in the fight to ensure that fair housing is a reality for all Americans; and

WHEREAS, fair housing is the policy of the City of Oak Ridge. On April 21, 1969, the Oak Ridge City Council adopted a Fair Housing Ordinance, which was one of the first of its kind in the State of Tennessee; and

WHEREAS, implementation of that policy requires the continuing positive commitment, involvement, and support of each one of our citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that the month of April, 2019 be proclaimed

FAIR HOUSING MONTH

in the City of Oak Ridge, Tennessee, and that all Oak Ridgers be urged to join in reaffirming the obligation and commitment to fair housing opportunities for all.

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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, National Community Development Week was created in 1986 to bring national attention to the Community Development Block Grant (CDBG) Program and later expanded to include the HOME Investment Partnerships (HOME) Program; and

WHEREAS, National Community Development Week provides the opportunity for communities to promote, educate and advocate on behalf of both programs; and

WHEREAS, since 1975, the CDBG Program has provided annual funding and flexibility to local communities to provide affordable housing, a suitable living environment and economic opportunities; and

WHEREAS, since 1992, the HOME Program has created and preserved affordable housing for countless low-income families; and

WHEREAS, National Community Development Week is designed to focus local as well as national attention on these vital programs and provides a united voice of support and education on the successes of the programs and their value to local communities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that April 22-26, 2019 be proclaimed

COMMUNITY DEVELOPMENT WEEK

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to support these valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services and the economic vitality of 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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

PROCLAMATION

WHEREAS, in 2008 the City organized an employee Wellness Committee with a goal of educating employees on important information critical to total wellness in the areas of emotional, physical, social, occupational, environmental, and intellectual wellbeing; and

WHEREAS, in an effort to achieve this goal, the Wellness Committee has organized lunch and learn events on matters such as sleep, anger management, nutrition, back and joint health, exercise physiology, and relaxation; hikes and walks on city-owned greenways and trails which stretch over 60 miles; and competitive weight-loss events which have resulted in a total weight loss of 1,053 pounds during the last three events; and

WHEREAS, in 2008 the Wellness Committee organized its first Wellness Fair for employees and retirees; and

WHEREAS, in 2014, Oak Ridge Schools Coordinated School Health joined the Wellness Committee to add teacher and student wellness, and together the Wellness Fair has grown into an annual community-wide event; and

WHEREAS, this year's Wellness Fair is scheduled for Wednesday, May 8, 2019, in the Civic Center Gymnasium from Noon to 4:00 p.m., and offers an array of information on health, safety, and wellness; and

WHEREAS, as part of the Wellness Fair, the Police Department and Fire Department will be onsite to provide valuable information and services such as child ID/fingerprinting, car seat checks, smoke alarm safety, and Code Red alert system;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that May 8, 2019 be proclaimed

OAK RIDGE WELLNESS DAY

in the City of Oak Ridge, Tennessee, and encourage all citizens to participate in health activities in the interest of better health and quality of life for all.

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 8th day of April in the year 2019.

WARREN L. GOOCH
MAYOR

SPECIAL REPORTS

CITY OF OAK RIDGE



OAK RIDGE MUNICIPAL PLANNING COMMISSION

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

March 22, 2019

Honorable Mayor and
Members of City Council
City of Oak Ridge
Oak Ridge, Tennessee

Re: Transmittal of City Blueprint

Dear Members of City Council:

At its regular meeting on March 21, 2019, the Oak Ridge Municipal Planning Commission held a public hearing regarding the City Blueprint Plan and voted unanimously to approve the Plan and transmit it to City Council for recognition.

City Blueprint presents a citizen-supported, visionary plan for future growth and development in Oak Ridge. The Plan identifies community values, goals and objectives, and a strategy for action. An important, related next step will be to update the City's Comprehensive Plan, adopted by City Council in 1988. The Comprehensive Plan guides quality community growth and development through strong policy statements and proposed actions supported by data and analysis.

The two-year Blueprint effort has emphasized public participation and feedback. After the initial kickoff meeting, attended by approximately 500 people, the Planning Commission and Staff prepared subarea reports and hosted eleven community open houses for 26 defined subareas. Common themes and proposed ideas from those meetings helped to form the citywide Blueprint Plan, and over the last three months additional public comments were generated through display stations, surveys, two open houses, and updates shared on the City website.

In short, the Plan promotes ideas to push Oak Ridge to an even better tomorrow. I have highlighted a glimpse of this vision below.

Oak Ridge Values

During the Blueprint process, we routinely heard several themes, which provide a picture of what Oak Ridgers hold dear. We've dubbed these as the "VALUES" upon which the Blueprint plan is built. These include:

- Natural Assets
- Technology, Innovation, and Science
- Education
- Being 'Uniquely Oak Ridge'

The Plan suggests that growing Oak Ridge by attracting workers and others to live in the city is critical for our future. Not headlong sprawl, careless or haphazard growth; but directed, high quality and catalytic growth. Growth broadens and deepens our tax base, allowing community improvement without increasing taxes. New minds, new personalities, and new energy mean more neighbors working together to improve quality of life, find solutions to community challenges, and bring new creative energy to Oak Ridge.

City Blueprint is part of an on-going, multi-faceted process to guide public projects and private development to complement the spirit and values that are important to the community. The Planning Commission will regularly review progress and effectiveness, and continue to engage citizens when preparing updates. Blueprint and supporting information will be accessible online, to communicate progress and promote interest. **WEBSITE: oakridgetn.gov/online/blueprint**

Planning Commission members would be pleased to review the content and related next steps presented in this document with the City Council at a work session as soon as possible. After this review, the Planning Commission requests that it be adopted by City Council as a resolution. Please do not hesitate to call on me, or other commissioners, if you have questions prior to the work session.

Respectfully submitted,



H. Stephen Whitson, Chair
Oak Ridge Municipal Planning Commission

C: Mark Watson, City Manager

CONSENT AGENDA

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

March 11, 2019

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on March 11, 2019 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

INVOCATION

The invocation was given by Councilmember Derrick Hammond.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Thomas McWaters, cadet with the Oak Ridge High School Naval JROTC.

ROLL CALL

Upon roll call the following Councilmembers were present: Councilmember Kelly Callison; Mayor Pro Tem Rick Chinn, Jr.; Councilmember Jim Dodson; Mayor Warren L. Gooch; Councilmember Derrick Hammond; and Councilmember Charles J. Hope, Jr.; Councilmember Ellen Smith was absent due to attending the National League of Cities Conference as Oak Ridge's representative.

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney, Mary Beth Hickman, City Clerk; and Janice McGinnis, Finance Director.

PROCLAMATIONS AND PUBLIC RECOGNITIONS

Public Recognitions

Recognition of the Anderson County Highway Department and Road Superintendent Gary Long was postponed one month due to a scheduling conflict with county government meetings.

Proclamations

A proclamation designating March 19, 2019 as American Museum of Science and Energy and the Opening of the Gates 70th Anniversary Day.

Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Dodson seconded. The proclamation was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

A proclamation designating March 23, 2019 as Oak Ridge History Museum Day.

Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Dodson seconded. The proclamation was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

SPECIAL REPORTS

Capital Improvements Program Transmittal – Steve Whitson, Chair, Oak Ridge Municipal Planning Commission

Mayor Pro Tem Chinn moved to receive the report for the record, and Councilmember Dodson seconded. The motion was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

CONSENT AGENDA

Mayor Pro Tem Chinn moved for approval of the Consent Agenda, and Councilmember Callison seconded.

The Consent Agenda was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Approval of the February 11, 2019 City Council regular meeting minutes

Resolution No. 3-14-2019

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT AMONG THE U.S. DEPARTMENT OF ENERGY OAK RIDGE OFFICE OF ENVIRONMENTAL MANAGEMENT, DEPARTMENT OF ENERGY FEDERAL PRESERVATION OFFICER, THE TENNESSEE STATE HISTORIC PRESERVATION OFFICE, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE CITY OF OAK RIDGE, TENNESSEE, AND THE EAST TENNESSEE PRESERVATION ALLIANCE, PURSUANT TO 36 CFR PART 800.6(b)(2) FOR DECOMMISSIONING AND DEMOLITION OF THE K-25 SITE AND INTERPRETATION OF THE EAST TENNESSEE TECHNOLOGY PARK, ON THE OAK RIDGE RESERVATION, ROANE COUNTY, TENNESSEE.

Resolution No. 3-15-2019

A RESOLUTION GRANTING RENEWAL PERMITS TO PERSONS ENGAGED IN THE RETAIL SALE OF ALCOHOLIC BEVERAGES IN THE CITY FOR ONE YEAR.

Resolution No. 3-16-2019

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND ISSUE CERTIFICATES OF COMPLIANCE FOR PERSONS GRANTED PERMITS TO ENGAGE IN THE RETAIL SALE OF ALCOHOLIC BEVERAGES FOR TWO YEARS.

Resolution No. 3-17-2019

A RESOLUTION AUTHORIZING THE TRANSFER OF A SURPLUS DUMP TRUCK (#379) TO ROCKY TOP, TENNESSEE, AT NO COST.

Resolution No. 3-18-2019

A RESOLUTION AUTHORIZING THE TRANSFER OF A SURPLUS BACKHOE TO THE OAK RIDGE SCHOOLS AT NO COST.

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

AN ORDINANCE TO AMEND TITLE 8, TITLED "ALCOHOLIC BEVERAGES," CHAPTER 8, TITLED "BEER AND OTHER LIGHT BEVERAGES – PROHIBITIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO DELETE SECTION 8-806, TITLED "CURB SERVICE PROHIBITED."

Councilmember Dodson moved for approval of the ordinance, and Councilmember Callison seconded. City Attorney Ken Krushenski provided an overview of the ordinance.

The ordinance was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

AN ORDINANCE TO AMEND TITLE 11, TITLED "MUNICIPAL OFFENSES," CHAPTER 2, TITLED "ALCOHOL, DRUGS, ETC.," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO AMEND SECTION 11-201, TITLED "CUSTOMER'S ABILITY TO BRING ALCOHOLIC BEVERAGES INTO A PLACE OF BUSINESS FOR PERSONAL CONSUMPTION," TO LESSEN THE RESTRICTIONS FOR SUCH ACTIVITY.

Mayor Pro Tem Chinn moved for approval of the ordinance, and Councilmember Callison seconded. City Attorney Ken Krushenski stated that there had been a substitute ordinance prepared which incorporated change requests from the Oak Ridge Beer Permit Board, which met after the posting of the meeting agenda.

Mayor Pro Tem Chinn moved to bring the substitute ordinance to the floor, and Councilmember Callison seconded. The motion was approved unanimously by board vote with Councilmember Smith being absent.

The ordinance was approved as amended by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

FINAL ADOPTION OF ORDINANCES

Ordinance No. 7-2019

AN ORDINANCE TO AMEND SUBAREA F OF THE MASTER PLAN FOR THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE); SAID AMENDMENTS DO NOT CHANGE THE ZONING DESIGNATION OF THE DEVELOPMENT WHICH REMAINS TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT.

Mayor Pro Tem Chinn moved for adoption of the ordinance, and Councilmember Callison seconded. Councilmember Dodson moved to open the public hearing, and Councilmember Hammond seconded. The motion was approved unanimously by voice vote with Councilmember Smith absent. Seeing no citizen wishing to address Council, Councilmember Callison moved to close the public hearing, and Councilmember Hammond seconded. The motion was approved unanimously by voice vote with Councilmember Smith absent.

The ordinance was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Ordinance No. 8-2019

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 2, TITLED "BUILDING CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-201, TITLED "BUILDING CODE ADOPTED," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-201, TITLED "BUILDING CODE ADOPTED," TO ADOPT THE 2018 EDITION INTERNATIONAL BUILDING CODE; AND TO AMEND SECTION 12-202, TITLED "AMENDMENTS," SUBSECTION (12), TITLED "SECTION 903, AUTOMATIC SPRINKLER SYSTEMS," TO CHANGE THE SQUARE FOOTAGE REQUIREMENTS.

Mayor Pro Tem Chinn moved for approval of the ordinance, and Councilmember Hammond seconded. Community Development Director Wayne Blasius and Codes Enforcement Manager Arnold Blackwell provided an overview of the ordinance and answered questions from Council.

Mayor Pro Tem Chinn moved to amend the ordinance to change the sprinkler installation threshold from 5,000 square feet to 7,500 square feet, and Councilmember Hope seconded.

The amendment passed by board vote with Councilmembers Hope, Hammond, Mayor Gooch and Mayor

Pro Tem Chinn voting "Aye" and Councilmembers Callison and Dodson voting "No." Councilmember Smith was absent.

The ordinance was adopted unanimously as amended by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Ordinance No. 9-2019

AN ORDINANCE TO AMEND TITLE 7, TITLED "FIRE PROTECTION AND FIREWORKS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 7-101, TITLED "INTERNATIONAL FIRE CODE ADOPTED," AND SUBSTITUTING THEREFOR A NEW SECTION 7-101, TITLED "INTERNATIONAL FIRE CODE ADOPTED," TO ADOPT THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND TO AMEND THE FOLLOWING SECTIONS TO PROVIDE FOR THE NECESSARY AMENDMENTS: SECTION 7-104, TITLED "REVISIONS"; SECTION 7-105, TITLED "REPLACEMENTS"; SECTION 7-107, TITLED "GEOGRAPHIC LIMITS," SUBSECTION (1); SECTION 7-109, TITLED "FIREWORKS – DISCHARGE PROHIBITED WITHOUT PERMIT"; AND SECTION 7-110, TITLED "VIOLATIONS."

Councilmember Dodson moved for approval of the ordinance, and Councilmember Hammond seconded.

Mayor Pro Tem Chinn moved to amend the ordinance to increase the sprinkler installation threshold from 5,000 to 7,500 in line with the previously adopted ordinance, and Mayor Gooch seconded. The amendment was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

The ordinance was adopted as amended unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Ordinance No. 10-2019

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 4, TITLED "ELECTRICAL CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-405, TITLED "ELECTRICAL CODE ADOPTED," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-405, TITLED "ELECTRICAL CODE ADOPTED; AMENDMENTS," IN ORDER TO ADOPT THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE AND ANY NECESSARY AMENDMENTS THERETO.

Councilmember Callison moved for adoption of the ordinance, and Councilmember Hope seconded.

The ordinance was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Ordinance No. 11-2019

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 13, TITLED "MECHANICAL CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-1301, TITLED "MECHANICAL CODE ADOPTED," AND SUBSTITUTING THEREFOR A NEW SECTION 12-1301, TITLED "MECHANICAL CODE ADOPTED," TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

Councilmember Callison moved for adoption of the ordinance, and Councilmember Hope seconded.

The ordinance was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was

absent.

Ordinance No. 12-2019

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 7, TITLED "PLUMBING CODE - GENERALLY," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-705, TITLED "PLUMBING CODE ADOPTED," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-705, TITLED "PLUMBING CODE ADOPTED," IN ORDER TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL PLUMBING CODE.

Councilmember Callison moved for adoption of the ordinance, and Councilmember Hope seconded.

The ordinance was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Ordinance No. 13-2019

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 11, TITLED "RESIDENTIAL CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-1101, TITLED "RESIDENTIAL CODE," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-1101, TITLED "RESIDENTIAL CODE," TO ADOPT THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE; AND TO AMEND SECTION 12-1102, TITLED "AMENDMENTS," TO UPDATE THE NECESSARY AMENDMENTS THERETO BY DELETING THE SUBSECTIONS ON TOWNHOUSES AND ILLUMINATION, AND BY CORRECTED THE SECTION REFERENCE PERTAINING TO SEWER DEPTH.

Councilmember Callison moved for adoption of the ordinance, and Councilmember Hope seconded.

The ordinance was adopted unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

RESOLUTIONS

Resolution No. 3-19-2019

A RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE NEGOTIATING AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF OAK RIDGE, TENNESSEE AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305.

Councilmember Dodson moved for approval of the resolution, and Councilmember Callison seconded. Alvin Nance with LHP Capital in Knoxville, Tennessee, answered questions from Council.

The resolution was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Resolution No. 3-20-2019

A RESOLUTION AUTHORIZING AN AMENDMENT IN THE AMOUNT OF \$50,000 TO THE PROFESSIONAL SERVICES AGREEMENT (FY2019-078) WITH BURR & FORMAN, LLP, FOR LEGAL SERVICES RELATED TO THE TENNESSEE RIVERKEEPER LAWSUIT.

Councilmember Hammond moved for approval of the resolution, and Mayor Gooch seconded. City Attorney Ken Krushenski provided an overview of the resolution and answered questions from Council.

The resolution was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Resolution No. 3-21-2019

A RESOLUTION APPROVING AN AGREEMENT WITH THE OAK RIDGE HOUSING AUTHORITY DEVELOPMENT CORPORATION TO ADMINISTER THE CITY'S TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA) HOME GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,000.00.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Callison seconded. Community Development Director Wayne Blasius provided an overview of the resolution and answered questions from Council.

The resolution was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Resolution No. 3-22-2019

A RESOLUTION APPROVING A CONTRACT (FY2019-116) WITH CLEAN AIR CONCEPTS, CINCINNATI, OHIO, FOR A DIRECT CAPTURE VEHICLE EXHAUST REMOVAL SYSTEM FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$130,000.00.

Councilmember Dodson moved for approval of the resolution, and Councilmember Hope seconded. Fire Chief Darryl Kerley provided an overview of the resolution and answered questions from Council.

The resolution was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

Resolution No. 3-23-2019

A RESOLUTION AUTHORIZING THE EXPENDITURE OF \$407,948.24 FROM THE EQUIPMENT REPLACEMENT FUND AND WATERWORKS FUND FOR THE PURCHASE OF SEVEN (7) VEHICLES FOR THE PUBLIC WORKS DEPARTMENT UTILIZING STATE CONTRACT PRICING.

Councilmember Callison moved for approval of the resolution, and Councilmember Dodson seconded. Public Works Director Shira McWaters provided an overview of the resolution.

The resolution was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye." Councilmember Smith was absent.

APPEARANCE OF CITIZENS

Sharon Crane, 587 West Outer Drive, Oak Ridge, invited City Council to attend a citizens' cleanup of the Emery Road Bridge area on March 30, 2019 from 9:00 a.m. until 3:00 p.m.

Martin McBride, 954 West Outer Drive, Oak Ridge, acknowledged the efforts of Councilmembers and the City Manager to invite Vice-President Pence to attend the anniversary of the opening of the gates.

Sherry Burchfield, 109 Forestberry Street, Oak Ridge, addressed Council regarding her idea to upgrade the Scarboro playground to an all-inclusive and intergenerational playground.

ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Announcements

Scheduling

City Manager Mark Watson announced that the Budget and Finance Committee would meet on March 20, 2019 but that there would be no work session on March 19th.

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

SUMMARY OF CURRENT EVENTS

CITY MANAGER'S REPORT

City Manager Mark Watson informed Council that he represented the City of Oak Ridge at the South by Southwest Conference in Austin, Texas.

The City Manager also reported that Public Works Director Shira McWaters will be hosting an Asian fellow from Cambodia in the coming months as part of the Young Southeast Asian Leaders program through the International City Managers Association. He also reported that Administrative Services Director Bruce Applegate would be traveling to Romania to represent the City of Oak Ridge at a gathering of international City Managers.

CITY ATTORNEY'S REPORT

ADJOURNMENT: 8:38 p.m.

PERSONNEL DEPARTMENT
19-057

March 25, 2019

TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate Jr., Director of Administrative Services
SUBJECT: DENTAL-VISION INSURANCE ADOPTION

Introduction

The attached resolution establishes the City's intent to expand insurance services provided by the State of Tennessee's Local Government Health Insurance Program to include employee dental and vision coverage for calendar year 2020.

Funding

Funds are available from employee deductions and in the FY2020 Budget for the City's portion of premiums.

Background

The City has utilized a Dental, Vision, and Hearing Contribution Plan dating back to July 1, 1987. The plan provides employees eligible for employee group medical insurance the benefit of a contribution to out-of-pocket dental, vision, and hearing expenses pursuant to policy F-270 guidelines.

The current policy states, "The City will contribute 80 percent of up to \$1,500 of the out-of-pocket costs for dental services, vision services and/or hearing devices per employee family, per fiscal year, or a maximum contribution of \$1,200 per employee family, per fiscal year." Staff ensure adherence to the current policy through weekly review of medical documentation, and biweekly payment processing.

Review of the current system's processes and usage by staff indicate several areas for improvement through the adoption of a traditional Dental – Vision Insurance Offering, including:

- Limit on upfront costs experienced by staff.
- Reduction of out-of-pocket costs for dental and vision services.
- Increase in annual maximum benefits.
- Potential to increase usage by staff, through minimum upfront payment.
- Elimination of staff exposure to sensitive medical documentation.
- Elimination of claims processing, and payment processing.

The City verified through third party analysis by Mark III Employee Benefits that among the providers in our area, the State of Tennessee's plan offerings were the most competitive. Vision premiums offered by the State have remained stable or decreased over the last three years, while dental insurance has seen a modest 2% increase.

Participation in the State of Tennessee's dental and vision programs require a letter opting in to their 2020 program offerings no later than July 1, 2019.

Recommendation

Sufficient funds are included in the FY 2020 Budget and from employee deductions for dental and vision insurance premiums. Therefore, Staff recommends adoption of the attached resolution, allowing the City to submit the required opt-in letter to the State of Tennessee by July 1, 2019. Staff will amend policy F-270 effective July 1, 2019 through December 31, 2019, which will prorate the maximum contribution per employee family through the initiation of the State Insurance.

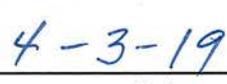
Staff will also bring another resolution before City Council for final approval of the consolidated State of Tennessee Health, Dental, and Vision Insurance allocations upon receipt of the State's 2020 Insurance offerings.

If additional information is needed, please let me know.



Bruce M. Applegate Jr.

Attachment(s): Mark III Review
Administrative Policy F-270: Dental, Vision, and Hearing Contribution
Resolution

<p>City Manager's Comments:</p> <p>I have reviewed the above issue and recommend Council action as outlined in this document.</p> <p> Mark S. Watson</p> <p> Date</p>
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City of Oak Ridge - Vision Plan Comparison - Page 1
Prepared by: Mark III Employee Benefits - February 2019

Plan Design	Ameritas/EyeMed Dual Option Plan		Ameritas/VSP Dual Option Plan		Humana	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam Frequency	every 12 months	every 12 months	every 12 months	every 12 months	every 12 months	every 12 months
Co-payment for eye exam	\$0.00	Reimbursed up to \$35	\$0.00	Reimbursed up to \$45	\$10.00	Reimbursed up to \$30
Co-payment for material	\$10.00	N/A	\$10.00	N/A	\$10.00	\$10.00
Frame frequency	every 24 months	every 24 months	every 24 months	every 24 months	every 24 months	every 24 months
Frame allowance	Up to \$150 retail	up to \$75	Up to \$150 retail Costco allowance = Wholesale Equivalent	up to \$70	Up to \$160 retail	up to \$80
Lens Frequency	every 12 months	every 12 months	every 12 months	every 12 months	every 12 months	every 12 months
Lens Allowance						
Single Vision	Covered in Full	Up to \$25	Covered in Full	Up to \$30	Covered in Full	Up to \$25
Bifocal	Covered in Full	Up to \$40	Covered in Full	Up to \$50	Covered in Full	Up to \$40
Trifocal	Covered in Full	Up to \$55	Covered in Full	Up to \$65	Covered in Full	Up to \$60
Progressive	Standard - Copay + \$65 Premium - Lens cost -20% discount - \$120 + Standard Progressive Cost	Not Covered	Up to provider's contracted fee for Lined Bifocal Lenses. Patient responsible for the difference.	Up to lined bifocal allowance	Standard - \$10 Premium Tier 1 - \$45 Tier 2 - \$55 Tier 3 - 70 Tier 4 - \$25 + 80% of charge less than \$120 allowance	Standard - Up to \$40 Premium Tier 1, 2, 3 and 4 - Up to \$40
Optional "Add-Ons" Maximum Charge	Polycarbonate - \$40 Scratch Coating - \$15 Anti-Reflective - \$45 UV Coating - \$15	No Benefit	Polycarbonate - \$33 Scratch Coating-\$17-\$33 Anti-Reflective-\$43-\$85 UV Coating - \$16	No Benefit	Polycarbonate - \$40 Scratch Coating - \$15 Anti-Reflective-\$10-\$33 UV Coating - \$15	No Benefit
Contact lens allowance	Every 12 months, elective - up to \$150 (in lieu of glasses)	Every 12 months - elective - up to \$120	Every 12 months, elective - up to \$150 (in lieu of glasses)	Every 12 months - elective - up to \$120	Every 12 months, elective - up to \$160 (in lieu of glasses)	Every 12 months - elective - up to \$128
Contact Lens Fitting Fee	Cost up to \$55	Not Covered	Cost up to \$60	Not Covered	10% off retail, less \$55	Not Covered
Refractive Eye Surgery	Discount at Network Providers	Not Covered	Discount at Network Providers	Not Covered	Discount at Network Providers	Not Covered
Providers	Visit www.ameritasgroup.com for a complete listing of EyeMed providers. Access Network		Visit www.ameritasgroup.com for a complete listing of VSP providers. Choice Network		Visit www.myhumanavcp.com for a complete listing of providers	
Participation Requirement	None		None		None	
Employee	\$8.68		\$8.68		\$11.55	
Employee/Spouse	\$17.28		\$17.28		\$23.09	
Employee/Child(ren)	\$16.08		\$16.08		\$21.94	
Employee/Family	\$24.68		\$24.68		\$34.48	
	Employee chooses between the EyeMed and VSP plan at each annual enrollment.					
Rate Guarantee	2 years		2 years		3 years	

City of Oak Ridge - Vision Plan Comparison - Page 2
Prepared by: Mark III Employee Benefits - February 2019

	Davis Vision		Superior Vision	
Plan Design	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam Frequency	every 12 months	every 12 months	every 12 months	every 12 months
Co-payment for eye exam	\$10.00	Reimbursed up to \$40	\$0.00	Reimbursed up to \$34/\$26
Co-payment for material	\$0.00	\$10.00	\$10.00	\$10.00
Frame frequency	every 24 months	every 24 months	every 24 months	every 24 months
Frame allowance	Up to \$150 retail	up to \$50	Up to \$150 retail	up to \$77
Lens Frequency	every 12 months	every 12 months	every 12 months	every 12 months
Lens Allowance				
Single Vision	Covered in Full	Up to \$40	Covered in Full	Up to \$32
Bifocal	Covered in Full	Up to \$60	Covered in Full	Up to \$46
Trifocal	Covered in Full	Up to \$80	Covered in Full	Up to \$57
Progressive	Standard - \$50 Premium - \$90 Ultra - \$140	Up to \$60	Covered as Lined Trifocal	Up to \$57
Optional "Add-Ons" Maximum Charge	Polycarbonate - \$30 Scratch Coating - \$3 Anti-Reflective-\$35-\$60 UV Coating - \$12	No Benefit	Polycarbonate - \$40 Scratch Coating - \$13 Anti-Reflective - \$50 UV Coating - \$15	No Benefit
Contact lens allowance	Every 12 months, elective - up to \$150 (in lieu of glasses)	Every 12 months - elective - up to \$105	Every 12 months, elective - up to \$150 (in lieu of glasses)	Every 12 months - elective - up to \$100
Contact Lens Fitting Fee	Up to \$60	Not Covered	\$30.00	Not Covered
Refractive Eye Surgery	Discount at Network Providers	Not Covered	Discount at Network Providers	Not Covered
Providers	Visit www.davisvision.com for a complete listing of providers		Visit www.superiorvision.com for a complete listing of providers	
Participation Requirement	None		10 enrolled employees	
Employee	\$7.25		\$8.17	
Employee/Spouse	\$14.50		\$16.34	
Employee/Child(ren)	\$15.23		\$19.39	
Employee/Family	\$21.21		\$29.66	
Rate Guarantee	4 years		4 years	

This information is for comparison purposes only. Please refer to the carrier certificate/policy for a complete list of benefits, limitations and exclusions.

City of Oak Ridge - Dental Plan Comparisons - Voluntary/No Ortho - Page 1
Prepared by: Mark III Employee Benefits - March 2019

	Ameritas	Humana	Guardian	TruAssure	Delta Dental
	Preventive	Preventive	Preventive	Preventive	Preventive
Exams	100%	100%	100%	100%	100%
Cleaning	100%	100%	100%	100%	100%
X-Rays	100%	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%	100%
Sealants	100%	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%	100%
	Basic	Basic	Basic	Basic	Basic
Amalgam/Composite Fillings	80%	80%	80%	80%	80%
Periodontics	80%	80%	80%	80%	80%
Endodontics	80%	80%	80%	80%	80%
Denture Repair	80%	80%	80%	80%	80%
Simple Extractions	80%	80%	80%	80%	80%
Surgical Extractions	80%	80%	80%	50%	80%
	Major	Major	Major	Major	Major
Crown Repair	50%	50%	50%	50%	50%
Partials and Dentures	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%
Bridges/Pontics	50%	50%	50%	50%	50%
	Orthodontia	Orthodontia	Orthodontia	Orthodontia	Orthodontia
	Not Included				
Annual Deductible (Does not apply to preventive services)	\$50 - 3 X Fam	\$50 - 3 X Fam	In - \$0 Out - \$50 - 3 X Fam	\$50 - 3 X Fam	\$50 - 3 X Fam
Annual Maximum	\$1,000(\$2,000)**	\$1,000***	\$1,000(\$2,000)**	\$1,000	\$1,000
UCR Percentage	In - Contracted Rate Out - 90th UCR				
Waiting Periods for Timely Enrollees	None	None	None	None	None
Rate Guarantee	1 year	2 years	1 year	2 years	1 year
Premium Stabilization Reserve	Yes	No	No	No	No
Employer Contribution	0%	0%	0%	0%	0%
Participation Requirement	20% of eligible	25% of eligible	50% of eligible	25% of eligible	35% of eligible
Employee Only	\$28.24	\$27.24	\$23.18	\$30.67	\$31.84
Employee/Spouse	\$57.68	\$54.48	\$47.06	\$63.43	\$64.96
Employee/Child(ren)	\$68.88	\$69.46	\$56.78	\$70.57	\$77.43
Employee/Family	\$92.80	\$96.70	\$85.82	\$107.82	\$123.93

** If an insured visits the dentist during the calendar year, submits claims on a timely basis and total benefits paid for that calendar year are less than \$500, the insured will have any additional \$250 (\$350 - In-network) available in Annual Dental Maximum for the following calendar year. As long as the insured continues to visit the dentist each year the carryover amount will be available to a maximum accumulation of \$1,000, in addition to the Annual Maximum.

*** Once an insured reaches their \$1,000 annual maximum, they will receive 30% coinsurance on preventive, basic and major services for the rest of the calendar year.

City of Oak Ridge - Dental Plan Comparisons - Voluntary/With Ortho - Page 2
Prepared by: Mark III Employee Benefits - March 2019

	Ameritas	Humana	Guardian	TruAssure	Delta Dental
	Preventive	Preventive	Preventive	Preventive	Preventive
Exams	100%	100%	100%	100%	100%
Cleaning	100%	100%	100%	100%	100%
X-Rays	100%	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%	100%
Sealants	100%	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%	100%
	Basic	Basic	Basic	Basic	Basic
Amalgam/Composite Fillings	80%	80%	80%	80%	80%
Periodontics	80%	80%	80%	80%	80%
Endodontics	80%	80%	80%	80%	80%
Denture Repair	80%	80%	80%	80%	80%
Simple Extractions	80%	80%	80%	80%	80%
Surgical Extractions	80%	80%	80%	50%	80%
	Major	Major	Major	Major	Major
Crown Repair	50%	50%	50%	50%	50%
Partials and Dentures	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%
Bridges/Pontics	50%	50%	50%	50%	50%
	Orthodontia	Orthodontia	Orthodontia	Orthodontia	Orthodontia
	50% to \$1,000 Lifetime Adult/Child	50% to \$1,000 Lifetime Adult/Child	50% to \$1,000 Lifetime Adult/Child	50% to \$1,000 Lifetime Child Only	50% to \$1,000 Lifetime Child Only
Annual Deductible (Does not apply to preventive services)	\$50 - 3 X Fam	\$50 - 3 X Fam	In - \$0 Out - \$50 - 3 X Fam	\$50 - 3 X Fam	\$50 - 3 X Fam
Annual Maximum	\$1,000(\$2,000)**	\$1,000***	\$1,000(\$2,000)**	\$1,000	\$1,000
UCR Percentage	In - Contracted Rate Out - 90th UCR				
Waiting Periods for Timely Enrollees	Ortho - 12 months	Ortho - 12 months	None	None	None
Rate Guarantee	1 year	2 years	1 year	2 years	1 year
Premium Stabilization Reserve	Yes	No	No	No	No
Employer Contribution	0%	0%	0%	0%	0%
Participation Requirement	20% of eligible	25% of eligible	50% of eligible	25% of eligible	35% of eligible
Employee Only	\$28.84	\$27.76	\$23.70	\$30.88	\$31.84
Employee/Spouse	\$58.92	\$55.54	\$48.11	\$63.86	\$64.96
Employee/Child(ren)	\$74.16	\$76.44	\$63.53	\$74.48	\$84.43
Employee/Family	\$104.24	\$105.74	\$94.07	\$113.70	\$132.82

** If an insured visits the dentist during the calendar year, submits claims on a timely basis and total benefits paid for that calendar year are less than \$500, the insured will have any additional \$250 (\$350 - In-network) available in Annual Dental Maximum for the following calendar year. As long as the insured continues to visit the dentist each year the carryover amount will be available to a maximum accumulation of \$1,000, in addition to the Annual Maximum.

*** Once an insured reaches their \$1,000 annual maximum, they will receive 30% coinsurance on preventive, basic and major services for the rest of the calendar year.

City of Oak Ridge - Dental Plan Comparisons - Employer Contribution/No Ortho - Page 3
Prepared by: Mark III Employee Benefits - March 2019

	Ameritas	Humana	Guardian	TruAssure	Delta Dental
	Preventive	Preventive	Preventive	Preventive	Preventive
Exams	100%	100%	100%	100%	100%
Cleaning	100%	100%	100%	100%	100%
X-Rays	100%	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%	100%
Sealants	100%	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%	100%
	Basic	Basic	Basic	Basic	Basic
Amalgam/Composite Fillings	80%	80%	80%	80%	80%
Periodontics	80%	80%	80%	80%	80%
Endodontics	80%	80%	80%	80%	80%
Denture Repair	80%	80%	80%	80%	80%
Simple Extractions	80%	80%	80%	80%	80%
Surgical Extractions	80%	80%	80%	50%	80%
	Major	Major	Major	Major	Major
Crown Repair	50%	50%	50%	50%	50%
Partials and Dentures	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%
Bridges/Pontics	50%	50%	50%	50%	50%
	Orthodontia	Orthodontia	Orthodontia	Orthodontia	Orthodontia
	Not Included				
Annual Deductible (Does not apply to preventive services)	\$50 - 3 X Fam	\$50 - 3 X Fam	In - \$0 Out - \$50 - 3 X Fam	\$50 - 3 X Fam	\$50 - 3 X Fam
Annual Maximum	\$1,000(\$2,000)**	\$1,000***	\$1,000(\$2,000)**	\$1,000	\$1,000
UCR Percentage	In - Contracted Rate Out - 90th UCR				
Waiting Periods for Timely Enrollees	None	None	None	None	None
Rate Guarantee	1 year	2 years	1 year	2 years	1 year
Premium Stabilization Reserve	Yes	No	No	No	No
Employer Contribution	Yes	Yes	Yes	Yes	at least 50%
Participation Requirement	60% of eligible	50% of eligible	75% of eligible	75% of eligible	35% of eligible
Employee Only	\$25.32	\$24.74	\$21.97	\$28.65	\$29.14
Employee/Spouse	\$51.72	\$49.48	\$44.59	\$59.25	\$62.26
Employee/Child(ren)	\$61.76	\$63.09	\$53.76	\$65.92	\$74.73
Employee/Family	\$88.12	\$87.82	\$81.27	\$100.72	\$121.24

** If an insured visits the dentist during the calendar year, submits claims on a timely basis and total benefits paid for that calendar year are less than \$500, the insured will have any additional \$250 (\$350 - In-network) available in Annual Dental Maximum for the following calendar year. As long as the insured continues to visit the dentist each year the carryover amount will be available to a maximum accumulation of \$1,000, in addition to the Annual Maximum.

*** Once an insured reaches their \$1,000 annual maximum, they will receive 30% coinsurance on preventive, basic and major services for the rest of the calendar year.

City of Oak Ridge - Dental Plan Comparisons - Employer Contribution/With Ortho - Page 4
Prepared by: Mark III Employee Benefits - March 2019

	Ameritas	Humana	Guardian	TruAssure	Delta Dental
	Preventive	Preventive	Preventive	Preventive	Preventive
Exams	100%	100%	100%	100%	100%
Cleaning	100%	100%	100%	100%	100%
X-Rays	100%	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%	100%
Sealants	100%	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%	100%
	Basic	Basic	Basic	Basic	Basic
Amalgam/Composite Fillings	80%	80%	80%	80%	80%
Periodontics	80%	80%	80%	80%	80%
Endodontics	80%	80%	80%	80%	80%
Denture Repair	80%	80%	80%	80%	80%
Simple Extractions	80%	80%	80%	80%	80%
Surgical Extractions	80%	80%	80%	50%	80%
	Major	Major	Major	Major	Major
Crown Repair	50%	50%	50%	50%	50%
Partials and Dentures	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%
Bridges/Pontics	50%	50%	50%	50%	50%
	Orthodontia	Orthodontia	Orthodontia	Orthodontia	Orthodontia
	50% to \$1,000 Lifetime				
	Adult/Child	Adult/Child	Adult/Child	Child Only	Child Only
Annual Deductible (Does not apply to preventive services)	\$50 - 3 X Fam	\$50 - 3 X Fam	In - \$0 Out - \$50 - 3 X Fam	\$50 - 3 X Fam	\$50 - 3 X Fam
Annual Maximum	\$1,000(\$2,000)**	\$1,000***	\$1,000(\$2,000)**	\$1,000	\$1,000
UCR Percentage	In - Contracted Rate Out - 90th UCR				
Waiting Periods for Timely Enrollees	Ortho - 12 months	Ortho - 12 months	None	None	None
Rate Guarantee	1 year	2 years	1 year	2 years	1 year
Premium Stabilization Reserve	Yes	Yes	No	No	No
Employer Contribution	Yes	Yes	Yes	Yes	at least 50%
Participation Requirement	60% of eligible	50% of eligible	75% of eligible	75% of eligible	35% of eligible
Employee Only	\$25.84	\$25.27	\$22.44	\$28.84	\$29.14
Employee/Spouse	\$52.80	\$50.54	\$45.54	\$59.65	\$62.26
Employee/Child(ren)	\$66.16	\$70.06	\$59.82	\$69.54	\$81.73
Employee/Family	\$93.04	\$96.86	\$88.67	\$106.14	\$130.13

** If an insured visits the dentist during the calendar year, submits claims on a timely basis and total benefits paid for that calendar year are less than \$500, the insured will have any additional \$250 (\$350 - In-network) available in Annual Dental Maximum for the following calendar year. As long as the insured continues to visit the dentist each year the carryover amount will be available to a maximum accumulation of \$1,000, in addition to the Annual Maximum.

*** Once an insured reaches their \$1,000 annual maximum, they will receive 30% coinsurance on preventive, basic and major services for the rest of the calendar year.

PARTNERS
FOR HEALTH

Your 2019
Eligibility & Enrollment
Guide

State and Higher Education Employees

Tennessee State Group Insurance Program

Dental Insurance

Voluntary dental coverage is available to all state and higher education employees and their dependents. You must pay 100 percent of the premium if you elect this coverage. Two dental insurance plans are available—a prepaid plan and a dental preferred provider organization (DPPO) plan.

In the prepaid plan, you must select from a specific group of dentists. Under the DPPO plan, you may visit the dentist of your choice; however, members get maximum savings when visiting a network provider. Both dental options have specific rules for benefits such as exams and major procedures and have a four-tier premium structure just like health insurance.

You can enroll in dental coverage as a new employee or during the annual enrollment period. You may also enroll if you have a special qualifying event. You do not have to be enrolled in health coverage to be eligible for dental insurance.

Prepaid Plan (Cigna)

- Must select and use a general dentist from the prepaid dental plan list for each covered family member — the network is a select number of dentists in Cigna Dental HMO (DHMO)
- Copays for dental treatments, including adult and child orthodontia for up to 24 months
- No claim forms
- Preexisting conditions are covered if they are listed in the Patient Charge Schedule, unless treatment starts before coverage begins
- Referrals to specialists are required
- No maximum benefit levels
- No deductibles
- No charge for oral exams, routine semiannual cleanings, most x-rays and fluoride treatments; however, an office visit copay will apply

DPPO Plan (MetLife)

- Use any dentist, but you receive maximum benefits when visiting an in-network MetLife DPPO provider — the network is PDP
- \$1,500 calendar year benefit maximum per person
- Deductible applies for basic and major dental care. Coinsurance for basic, major, orthodontic and out-of-network covered services
- You or your dentist will file claims for covered services
- Referrals to specialists are not required
- Benefits for covered services paid at the lesser of the dentist charge or the scheduled amount
- Some services require waiting periods of up to one year and limitations and exclusions apply
- Lifetime benefit maximum of \$1,250 for orthodontia

2019 Monthly Premiums for Dental

	CIGNA PREPAID PLAN	METLIFE DPPO PLAN
ACTIVE MEMBERS		
Employee Only	\$13.44	\$23.64
Employee + Child(ren)	\$27.91	\$54.36
Employee + Spouse	\$23.83	\$44.72
Employee + Spouse + Child(ren)	\$32.76	\$87.50

Dental Insurance Benefits at a Glance

Here is a comparison of deductibles, copays and your share of coinsurance under the dental options. Costs represent what the member pays.

COVERED SERVICES	CIGNA PREPAID OPTION		METLIFE DPPO OPTION	
	GENERAL DENTIST	SPECIALIST DENTIST	IN-NETWORK	OUT-OF-NETWORK
Annual Deductible	none		\$25 single; \$75 family, per policy year ^[1]	\$100 single; \$300 family, per policy year ^[1]
Annual Maximum Benefit	none		\$1,500 per person, per policy year	
Pre-existing Conditions	covered		some exclusions	
Office Visit	\$10 copay ^[2]		no charge	20% of MAC
Periodic Oral Evaluation	no charge		no charge	20% of MAC
Routine Cleaning – Adult	no charge		no charge	20% of MAC
Routine Cleaning – Child	no charge	\$15 copay	no charge	20% of MAC
X-ray — Intraoral, Complete Series	no charge	\$5 copay	no charge	20% of MAC
Amalgam (silver) Filling Permanent teeth	\$8 copay	\$10 copay	20% of MAC	40% of MAC
Endodontics — Root Canal Therapy Molar (excluding final restoration)	\$125 copay	\$600 copay	20% of MAC	40% of MAC
Major Restorations — Crowns	\$200 copay, plus lab fees ^[3]		50% of MAC ^[4]	
Extraction of Erupted Tooth (minor oral surgery)	\$15 copay	\$70 copay	20% of MAC	40% of MAC
Removal of Impacted Tooth — Complete Bony (complex oral surgery)	\$100 copay	\$120 copay	50% of MAC	
Dentures — Complete Upper	\$310 copay, plus lab fees ^[3]		50% of MAC ^[4]	
Orthodontics	\$140 monthly copay for treatment equal or less than 24 months. Then, full charge. ^[6]		50% of MAC	
• Annual Deductible	none		none	
• Lifetime Maximum	\$3,360 copay (\$140 x 24 months) for treatment fee only. Then, member pays full charge after initial 24 months. ^[6]		\$1,250 ^[5]	
• Waiting Period	none		12 months	
• Age Limit	none		up to age 19	

MAC—Maximum Allowable Charge is the lesser of the amount charged by the dentist or the maximum payment amount that in-network dentists have agreed to accept in full for the dental service. When a participant receives dental services from an out-of-network provider, MetLife will reimburse a percentage of the MAC. The participant is then responsible for everything over the percentage of MAC reimbursed up to the charge submitted by the out-of-network dentist.

The benefits listed are a sample of the most frequently utilized dental treatments. Refer to vendor materials for complete information on coverage, limitations and exclusions.

[1] Does not apply to diagnostic and preventive benefits such as periodic oral evaluation, cleaning and x-ray.

[2] A charge may apply for a missed appointment when the member does not cancel at least 24 hours prior to the scheduled appointment.

[3] Members are responsible for additional lab fees for these services.

[4] A six-month waiting period applies.

[5] The orthodontics lifetime maximum is for a dependent member enrolled in the state group dental insurance program even if the member has been covered under different employing agencies.

[6] Additional copays apply for specific orthodontic procedures. Orthodontic treatment after a member's effective date will not be covered under the Cigna plan if it began prior to the member's effective date.

Vision Insurance

Voluntary vision coverage is available to all state and higher education employees and dependents. You must pay 100 percent of the premium for this coverage. Two options are available: a Basic and an Expanded plan. Both plans offer:

- Routine eye exam once every calendar year
- Frames once every two calendar years
- Choice of eyeglasses or contact lenses once every calendar year
- Discount on LASIK/Refractive surgery

What you pay for services depends on the plan you choose. With the Basic plan, you pay a discounted rate or the plan pays a fixed-dollar allowance for services and materials. The Expanded plan provides services with a combination of copays, allowances and discounted rates. See the benefit chart on the following page to compare benefits in both plans.

The Basic and Expanded plans are both administered by Davis Vision. You will receive the maximum benefit when visiting a provider in their network. However, out-of-network benefits are also available.

General Limitations and Exclusions

The following services are not covered under the vision plan:

- Treatment of injury or illness covered by workers' compensation or employer's liability laws
- Cosmetic surgery and procedures
- Services received without cost from any federal, state or local agency
- Charges by any hospital or other surgical or treatment facility and any additional fees charged for treatment in any such facility
- Services by a vision provider beyond the scope of his/her license
- Vision services for which the patient incurs no charge
- Vision services where charges exceed the amount that would be collected if no vision coverage existed

Note: If you receive vision services and materials that exceed the covered benefit, you will be responsible for paying the difference for the actual services and materials you receive.

Davis Vision offers some value-added services which include:

- Zero copay for single vision, bifocal, trifocal or lenticular lenses purchased at an in-network location
- Free pair of eyeglass frames from "The Exclusive Collection" under the in-network Expanded plan
- Free pair of "Fashion Selection" eyeglass frames from "The Exclusive Collection" under the in-network Basic plan
- Free pair of frames at Visionworks retail locations
- 40% discount off retail under the in-network Expanded plan and 30% discount off retail under the in-network Basic plan for an additional pair of eyeglasses, except at Walmart, Sam's Club or Costco locations
- 20% discount off retail cost of additional pair of conventional or disposable contact lenses under in-network Expanded plan
- One year warranty for breakage of most eyeglasses
- 30% to 60% off the cost of brand name hearing aids through EPIC Hearing Healthcare

219 Monthly Premiums for Vision

	BASIC PLAN	EXPANDED PLAN
ACTIVE MEMBERS		
Employee Only	\$3.07	\$5.56
Employee + Child(ren)	\$6.13	\$11.12
Employee + Spouse	\$5.82	\$10.57
Employee + Spouse + Child(ren)	\$9.01	\$16.35

Vision Insurance Benefits at a Glance

Here is a comparison of discounts, copays and allowed amounts under the vision options. Copays represent what the member pays. Allowance and percentage discounts represent the cost the carrier will cover.

	BASIC PLAN	EXPANDED PLAN
Routine Eye Exam	\$0 copay	\$10 copay
Retinal Imaging Benefit	\$39 copay	\$39 copay
Frames	\$55 allowance; 20% discount off balance above the allowance	\$150 allowance; 20% discount off balance above the allowance
Eyeglass Lenses (includes plastic or glass) <ul style="list-style-type: none"> • Single • Bifocal, trifocal, lenticular • Standard progressive Lens • Premium progressive Lens 	\$0 copay \$0 copay \$55 allowance; 20% off balance over \$55; not to exceed \$65 out-of-pocket \$55 allowance; 20% off balance over \$55; not to exceed \$105 out-of-pocket	\$0 copay \$0 copay \$50 copay \$50-140 copay ^[1]
Eyeglass Lens Options (upgrades) <ul style="list-style-type: none"> • Anti-reflective • Polycarbonate • Photochromic • Scratch resistance coating • UV coating • Tints • Polarized • Premium anti-reflective • Scratch protection plan: single vision/multifocal lenses • All other eyeglass lens options 	20% discount off all options with out-of-pocket not to exceed amount shown below Up to \$40 Adults \$35; Children \$0 Up to \$70 \$0 Up to \$15 Up to \$15 Up to \$75 Up to \$55 \$20 copay/\$40 copay	\$40 copay Adults \$30; Children \$0 20% off retail price; not to exceed \$70 out-of-pocket \$0 copay \$10 copay \$15 copay 20% off retail; not to exceed \$75 out-of-pocket \$40-69 copay ^[1] \$20 copay/\$40 copay 20% discount
Exam for Contact Lenses (fitting and evaluation)	20% discount off retail price	\$50-60 copay
Contact Lenses ^[2] <ul style="list-style-type: none"> • Elective Conventional or disposable • Medically necessary ^[3] 	\$55 allowance; 20% off balance over \$55 \$155 allowance; 20% off balance over \$155	\$140 allowance; 20% off balance over \$140 covered at 100%
LASIK/Refractive Surgery (for select providers)	15% discount off retail price or 5% off promotional price	15% discount off retail price or 5% off promotional price
Out-of-Network Benefits <ul style="list-style-type: none"> • All eye exams • Frames • Eyeglass lenses <ul style="list-style-type: none"> • Single vision • Lined bifocal • Lined trifocal • Elective contacts (conventional or disposable) • Medically necessary contacts ^[3] • Lens options-UV, polycarbonate, photochromic/transitions plastic 	\$35 allowance up to \$55 allowance (frames and lenses combined) \$30 allowance \$80 allowance	up to \$50 allowance up to \$75 allowance up to \$35 allowance up to \$55 allowance up to \$70 allowance up to \$55 allowance up to \$200 allowance up to \$10 allowance
Frequency <ul style="list-style-type: none"> • Eye exam • Eyeglass lenses and contacts • Frames 	once every calendar year per person once every calendar year per person once every two calendar years per person	once every calendar year per person once every calendar year per person once every two calendar years per person

[1] Copays for premium progressive lens and premium anti-reflective coating are subject to change

[2] Instead of eyeglass lenses

[3] If medically necessary as first contact lenses following cataract surgery or multiple pairs of rigid contact lenses for treatment of keratoconus

CITY OF OAK RIDGE, TENNESSEE

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

Policy: Dental, Vision, and Hearing Contribution

Number #: F-270

Effective Date: December 28, 2018

Revision #: 5



- 1.0 **POLICY STATEMENT:** The City of Oak Ridge provides as an employee benefit a contribution to out-of-pocket dental, vision, and hearing expenses incurred by employees and their families pursuant to the guidelines below. The City of Oak Ridge is responsible for funding and administering this program according to the applicable procedures, policies and ordinances of the City.
- 2.0 **DEFINITIONS:**
 - 2.1 Employee - Any employee who is eligible for employee group medical insurance.
 - 2.2 Dependent - Any person who would be eligible under the City's group medical insurance if the employee carried family medical coverage. However, neither the employee nor the dependent has to be covered under the group medical insurance to meet this definition.
 - 2.3 Employee Family - An employee, as defined above, plus all dependents of the employee, as defined above.
 - 2.4 Out-Of-Pocket Cost - The total expense incurred by the employee or a dependent after the liability of any applicable insurance and/or other third party obligations that may be payable (other than benefits paid under Section 125 of the Internal Revenue Code) have been subtracted.
 - 2.5 Dental Services - Any necessary and usual services, including orthodontics performed by a licensed dentist, dental hygienist, orthodontist, or dental surgeon. Services covered by any medical insurance or services that the City determines to be primarily cosmetic will not be covered.
 - 2.6 Vision Services - Medical examinations not covered by group medical insurance and prescription eyewear as prescribed by a licensed optometrist or ophthalmologist for correction of vision problems.
 - 2.7 Hearing Device - An electronic device prescribed by a licensed physician to help correct hearing loss or distortion.
- 3.0 **PROCEDURES:** The City will contribute 80 percent of up to \$1,500 of the out-of-pocket costs for dental services, vision services and/or hearing devices per employee family, per fiscal year, or a maximum contribution of \$1,200 per employee family, per fiscal year.
 - 3.1 To be eligible, the out-of-pocket costs must occur during date(s) of active employment with the City. The only exception is a former employee who is continuing this benefit under COBRA (Consolidated Omnibus Budget Reconciliation Act). A Dental, Vision and

Hearing Contribution Claim Form (Form 2-2-6) must have been properly submitted within six (6) months of the date of service.

- 3.2 In order to receive the contribution, the employee must submit to the Personnel Department a Dental, Vision and Hearing Contribution Claim Form with an original detailed bill or invoice from the service provider clearly listing the patient(s) name(s), service(s) provided, and date(s) of service. An explanation of benefits for any applicable insurance and/or other applicable third-party obligations payable for the service(s), other than benefits payable under Section 125 of the Internal Revenue Code, must also accompany the Dental, Vision and Hearing Contribution Claim Form.
- 3.3 The Personnel Department will review each Dental, Vision, and Hearing Contribution Claim Form, determine the City's contribution, execute the request for employee reimbursement, and provide a written explanation of benefits to the employee.
- 4.0 RESPONSIBILITY: The Personnel Department is responsible for overseeing administration of the Dental, Vision and Hearing Contribution program. The Finance Department is responsible for payment of the reimbursement to employees as approved by the Personnel Department. The employee is responsible for submitting true, accurate and complete information. Anyone who knowingly submits false information will be subject to legal and disciplinary actions. Changes to this procedure must be submitted by the Personnel Department and approved by the City Manager.

APPROVED:



Mark S. Watson

City Manager

Original: 7/1/1987

Revisions: 8/29/1988; 4/1/1993; 7/1/1999; 2/2/2011; 12/28/2018

Attachment Dental/Vision/Hearing Contribution Claim Form

CITY OF OAK RIDGE

DENTAL, VISION & HEARING CONTRIBUTION CLAIM FORM

EMPLOYEE NAME: _____ DEPARTMENT: _____

EMPLOYEE NUMBER: _____

LIST THE NAME, RELATIONSHIP, AND BIRTH DATE OF ALL DEPENDENTS WHO RECEIVED SERVICES					
NAME	RELATIONSHIP	BIRTH DATE	NAME	RELATIONSHIP	BIRTH DATE

List the information below for each claim and attach a document from the physician's office listing the patient(s), service(s) and date(s) of services rendered.

PATIENT	PHYSICIAN	TYPE OF SERVICE Dental - Vision - Hearing	DATE	OUT-OF-POCKET COST

Do have insurance coverage under another plan that would cover above services? Yes () No ()

If yes, please attach an explanation of benefits for any applicable insurance and/or other third party obligations that may be payable.

Are you participating in the Medical Flexible Spending Account (125 Plan)? Yes () No ()

I certify that the out-of-pocket costs submitted have been incurred by me or a dependent after the liability of any applicable insurance and/or other third party obligations that may be payable have been subtracted. I hereby authorize any provider to release any information requested with respect to this claim and any attached items. I understand that providing false information on this form constitutes fraud and will be subject to legal and disciplinary actions.

Employee Signature

Date

Date Received in Personnel _____

Date Processed in Personnel _____

DENTAL – VISION – HEARING
CONTRIBUTION INFORMATION AND INSTRUCTIONS

The program will contribute 80% of \$ 1,500.00 (maximum of \$1,200.00 per fiscal year, per household, i.e. employee, spouse, dependent children) toward the out-of-pocket cost for necessary dental care as well as eye exams, prescription eyewear and hearing aid devices. (Fiscal year period is July 1 – June 30.)

For the out-of-pocket cost to be eligible, the service(s) must be received while the employee is still actively employed by the City (the only exception is a former employee who has continued the benefits under COBRA (Consolidated Omnibus Budget Recovery Act).

To receive the City contribution, a Contribution Claim Form must be submitted to the Personnel Department within six (6) months of the date of service along with the original detailed bill or invoice from the service provider clearly listing the patient(s), service(s) provided and date(s) provided. An explanation of benefits for any applicable insurance and /or other applicable third party obligations payable for the service(s) must also accompany the Contribution Claim Form (other than benefits payable under Internal Revenue Code Section 125).

RESOLUTION

A RESOLUTION TO AUTHORIZE THE SUBMITTAL OF AN OPT-IN LETTER TO THE STATE OF TENNESSEE LOCAL GOVERNMENT HEALTH INSURANCE PROGRAM FOR THE CITY TO ELECT TO PROVIDE DENTAL AND VISION INSURANCE FOR EMPLOYEES BEGINNING JANUARY 1, 2020.

WHEREAS, the City does not provide dental or vision insurance to employees, but instead has provided a reimbursement program where eligible employees are reimbursed eighty percent (80%) of their costs for certain dental and vision services up to a maximum reimbursement of \$1,200.00 per fiscal year; and

WHEREAS, the City has evaluated the reimbursement program and researched the possibility of providing an improved system for employees through the offering of dental-vision insurance plan; and

WHEREAS, a third party analysis was used to evaluate the providers in our area, with the State of Tennessee's plan offerings being the most competitive; and

WHEREAS, participation in the State of Tennessee's dental and vision programs for Calendar Year 2020 require an opt-in letter no later than July 1, 2019; and

WHEREAS, an additional resolution of City Council will be required later this calendar year when the City has received the State's 2020 offerings for insurance; and

WHEREAS, the City Manager recommends moving toward a dental and vision insurance option effective January 1, 2020 for employees instead of the current reimbursement program.

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 Manager is hereby authorized to submit an opt-in letter to the State of Tennessee for the City to opt-in to dental and vision insurance effective January 1, 2020.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**PERSONNEL DEPARTMENT
19-058**

March 26, 2019

TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate Jr., Director of Administrative Services
SUBJECT: EMPLOYEE LIFE AND LONG TERM DISABILITY INSURANCE

Introduction

The attached resolution provides for the purchase of life insurance, dependent life insurance, supplemental life insurance and long term disability insurance for City employees during Fiscal Year 2020 with a one-year renewal option, through The Hartford.

Funding

Current projections based on previous experience have employer paid contributions estimated at \$90,373.46. There will be no changes to employee contribution rates.

Background

Long Term Disability insurance pays 60% of the employee's base salary after a 120 days waiting period. This insurance is provided as long as the employee is disabled or until age 65 and the benefit is reduced by any other disability benefits the employee receives. Long term disability insurance is not effective for disabilities as a result of on-the-job injuries that are covered by workers' compensation.

The City used analyst, Tom Cheswick, Senior Benefits Consultant with Mark III Employee Benefits in the Charlotte, North Carolina Office, to compare rate structures and costs of prospective providers for basic life insurance, supplemental life insurance, dependent life insurance and long term disability for City employees. In addition to The Hartford, the City's current provider, Mr. Cheswick also contacted Standard, Unum, Guardian, CIGNA, and AUL/One America.

Prior to researching additional options for renewal City staff engaged directly with The Hartford to determine what competitive rates could be offered to the City if Mercer was removed as our contracting representative. The Hartford responded by removing commissions from our current lines of coverage, and presented the City with a new set of base rates for fiscal year 2020 with a one year option to renew at the same rate structure. The removal of commissions keeps total program costs projected at or slightly below our annual costs from Fiscal Year 2019.

The directly contracted rates were used as the baseline for soliciting information from the providers mentioned above. Due to the competitive quote used as a baseline for soliciting other quotes Standard, Unum, Guardian, and CIGNA opted out due to inability to compete. Only AUL/One America was able to provide a competitive quote, matching the rates provided by The Hartford. Under The Hartford proposal the rates that employees pay for dependent and supplemental life insurance remain the same as our current rates.

Recommendation

The City has previously held insurance with The Hartford and there have been no issues. It is also significant that these rates are guaranteed to remain the same for 2 years. The included rates and experience working with The Hartford make it the City's best option among all responding providers.

Approval of the attached resolution is recommended.


Bruce M. Applegate Jr.

Attachment

2019 Mark III Life Insurance / Long Term Disability Renewal Exhibit

City Manager's Comments:

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


Mark S. Watson

4-3-19
Date

City of Oak Ridge Long Term Disability

Prepared by Mark III Employee Benefits - Marche - 2019

Policy Provisions	The Hartford Current	AUL/One America
Rate per \$100/Covered Payroll	\$0.372	\$0.372
Rate Guarantee	N/A	3 years
Volume	\$1,485,843	\$1,485,843
Monthly Cost	\$5,527.34	\$5,527.34
Annual Cost	\$66,328.03	\$66,328.03
Change in Annual Cost	N/A	\$0
Plan Design Highlights		
Benefit Percentage	60.00%	60.00%
Monthly Maximum	\$5,000	\$6,500
Elimination Period	120 days	180 Days
Partial Disability count towards EP	Yes	Yes
Definition of Own Occupation	24 months	24 months
Maximum Benefit Duration	to SSNRA/Graded	To SSNRA/Graded
Minimum Benefit	\$100 or 10% whichever is greater	\$100 or 10% whichever is greater
Survivor Benefit	3 months	3 months
Integration Method	Full Family	Full Family
Mental and Nervous Disorder	24 months	24 months
Alcohol and Drug Abuse	24 months	24 months
Pre-existing Condition Limitation	3/12	3/12
Waiver of Premium	Included	Included
A.M. Best Rating	A+	A+

- While no two contracts are exact word for word, OneAmerica/AUL's intent is to provide the same rates, benefits and policy provisions as allowed by their filed contract language.

City of Oak Ridge - Group Life Plan

Prepared by: Mark III Employee Benefits - March 2019

		The Hartford	Current Plan	OneAmerica/AUL
	Volume	Monthly Rate per \$1,000		Monthly Rate per \$1,000
Basic Life	\$10,769,400	\$0.13	\$ 1,400.02	\$0.13 \$ 1,400.02
Basic AD&D	\$10,769,400	\$0.03	\$ 301.54	\$0.03 \$ 301.54
Total Monthly Cost			\$ 1,701.57	\$ 1,701.57
Total Annual Cost			\$20,418.78	\$20,418.78
Difference in Cost			\$20,418.78	\$0.00
Basic Life Benefit		\$30,000		\$30,000
Basic Dependent Life Benefit		\$12,000 Spouse/\$7,500 ch - \$3.41		\$12,000 Spouse/\$7,500 ch - \$3.41
Basic Life Reductions		Reduced by 35% at ages 65, 70 and 75, then 25% at ages 80, 85, 90 and 95		Reduce to 65% at age 65, 42% at 70, 27% at age 75, 20% at age 80, 15% age 85 and 12% at age 90
Disability Provision		Waiver to SSNRA		Waiver to SSNRA
Employee Optional Life Amounts		Increments of \$10,000 up to a \$300,000 maximum		Increments of \$10,000 up to a \$300,000 maximum
Voluntary Life Reductions		Reduced by 35% at ages 65, 70 and 75, then 25% at ages 80, 85, 90 and 95		Reduce to 65% at age 65, 42% at 70, 27% at age 75, 20% at age 80, 15% age 85 and 12% at age 90
Voluntary Ee Life Guaranteed Issue		\$100,000		\$100,000
Disability Provision		Waiver to SSNRA		Waiver to SSNRA
Grandfather current amounts		N/A		Yes
Participation Requirement		N/A		Will accept current
Monthly Supplemental Rates				
	Under 30	\$0.045		\$0.045
	30-34	\$0.055		\$0.055
	35-39	\$0.080		\$0.080
	40-44	\$0.125		\$0.125
	45-49	\$0.205		\$0.205
	50-54	\$0.350		\$0.350
	55-59	\$0.550		\$0.550
	60-64	\$0.820		\$0.820
	65-69	\$1.180		\$1.180
	70-74	\$2.100		\$2.100
	75+	\$3.590		\$3.590
Rate Guarantee		N/A		N/A
A.M. Best Rating		A+		A+

- While no two contracts are exact word for word, OneAmerica/AUL's intent is to provide the same rates, benefits and policy provisions as allowed by their filed contract language.

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO THE HARTFORD FOR EMPLOYEE BASIC LIFE INSURANCE, DEPENDENT LIFE INSURANCE, SUPPLEMENTAL LIFE INSURANCE, AND LONG TERM DISABILITY INSURANCE FOR FISCAL YEAR 2020 IN THE ESTIMATED AMOUNT OF \$90,373.46 WITH ONE RENEWAL OPTION AT THE SAME RATES.

WHEREAS, the City of Oak Ridge has a need for certain routine materials, equipment, and services during Fiscal Year 2020 (July 1, 2019 through June 30, 2020) that do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, the City used analyst Tom Cheswick, Senior Benefits Consultant with Mark III Employee Benefits, to compare rate structures and costs of prospective providers for basic life insurance, dependent life insurance, supplemental life insurance, and long-term disability insurance for City employees; and

WHEREAS, six (6) providers were contacted with only two (2) proposals submitted as the remaining four (4) providers indicated they could not provide a quote competitive with the City's current provider, The Hartford; and

WHEREAS, the remaining provider, AUL/One America, provided a proposal matching the rates provided by The Hartford; and

WHEREAS, City Staff reviewed the results of the research and determined it was in the City's and employees' best interest to award a contract to The Hartford and The Hartford has agreed to guarantee their rates for two years; and

WHEREAS, the City Manager recommends that competitive bids be waived and award be made to The Hartford for life insurance and long-term disability insurance.

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

That the recommendation of the City Manager that competitive bids be waived is approved and award is hereby made to The Hartford for employee basic life insurance, dependent life insurance, supplemental life insurance, and long-term disability insurance for FY2020 (July 1, 2019 through June 30, 2020) in the estimated amount of \$90,373.46, which amount is based upon current projections using previous experience.

BE IT FURTHER RESOLVED that the City is hereby authorized to exercise the one-year renewal option at the same rates should services be satisfactory and sufficient funds are budgeted.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

FIRE DEPARTMENT MEMORANDUM
HQ-19-008

DATE: March 21, 2019
TO: Mark S. Watson, City Manager
FROM: R. Darryl Kerley, Fire Chief
SUBJECT: **Extension of the Memorandum of Agreement (MOA-17-165) between the City of Oak Ridge and the United States Department of Energy to Provide Fire Protection and Emergency Response Services at the East Tennessee Technology Park**

Introduction

An item for City Council's consideration is an accompanying resolution approving the extension of the Memorandum of Agreement between the City of Oak Ridge and the United States Department of Energy (DOE) to continue the provision of fire, rescue, hazardous materials and ambulance transport emergency response services at the East Tennessee Technology Park (ETTP) for an additional twelve months.

Funding

The funds to operate and maintain the fire department services will come through monthly payments from the DOE prime contractor UCOR for the ETTP site in the same amount as set forth in the MOA for Fiscal Year 2019. The amount totals \$ 2,868,899 or \$ 239,075 to bill monthly to UCOR.

Review

In September of 2015, by resolution, the City entered into a Memorandum of Agreement with the DOE to extend fire protection services at ETTP for an additional four years. That agreement expires on September 30, 2019; therefore, DOE has prepared a letter to request the extension of the Memorandum of Agreement to continue fire protection and emergency response services at ETTP through September 30, 2020. The letter of request for extension also request the funding for the operation of Fire Station 4 (West End Fire Fund) located on the ETTP site be at the same amount as funded in 2019.

Recommendation

Staff recommends approval of the attached resolution.



R. Darryl Kerley, Fire Chief

City Manager's Comments:

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



Mark S. Watson

4-3-19

Date

RESOLUTION

A RESOLUTION EXTENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES AT THE EAST TENNESSEE TECHNOLOGY PARK, WITH SAID EXTENSION THROUGH SEPTEMBER 30, 2020.

WHEREAS, by Resolution 8-91-2015, City Council authorized a memorandum of agreement with the U.S. Department of Energy (DOE) to continue the provision fire protection and emergency response services at the East Tennessee Technology Park (ETTP) through September 30, 2019; and

WHEREAS, the parties to extend the memorandum of agreement through September 30, 2020; and

WHEREAS, funding under the memorandum of agreement will remain at the same level during the extension; and

WHEREAS, the City Manager recommends approval of the extension.

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 memorandum of agreement between the City and the U.S. Department of Energy (DOE) to continue fire protection and emergency response services at the East Tennessee Technology Park (ETTP) through September 30, 2019, as approved by Resolution 8-91-2015, is hereby extended through September 30, 2020 at the same funding level.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

CITY COUNCIL MEMORANDUM
19-09

DATE: March 26, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: AUDIT CONTRACT EXTENSION

Introduction

An item for City Council's consideration is a resolution approving a three-year contract extension with Coulter and Justus, P.C. to perform a financial and compliance audit for the City's fiscal years ending June 30, 2019 through June 30, 2021.

Funding

This contract will be funded from the General Fund, specifically City Council's budget for contractual and professional services. Funds were budgeted for Fiscal Year 2019.

Background

In 2013, City staff prepared a Request for Proposal (RFP) for interested auditors to perform a financial and compliance audit of the City of Oak Ridge, including its City Court operations, the Oak Ridge Land Bank Corporation, and the Oak Ridge Convention and Visitors Bureau for a five-year period. Eight (8) proposals were received for consideration.

The audit selection review team consisted of a former Councilmember, Electric Department Director Jack Suggs, Information Services and Government Affairs Director Amy Fitzgerald along with myself, Finance Director Janice McGinnis, and then City Clerk Diana Stanley.

City Staff first met to discuss the eight (8) proposals received and selected four (4) of the best overall proposals to schedule interviews with the firms to learn more about the proposals and the firm's processes. Following those scheduled interviews, City Staff concluded that Coulter and Justus, P.C. provided the best overall proposal, as well as conducted a professional interview.

To note, Coulter and Justus had extensive audit experiences with municipalities, school systems, and utility distributors in the State of Tennessee. Additionally, they have represented firms who have received the Government Finance Office of Achievement (GFOA) Certificate of Achievement that the City has consecutively received since its incorporation. The firm also met all of the requirements of the RFP, and City Staff was most pleased with their efficient audit approach and timeframes.

Review

The attached fee proposal was obtained from Coulter and Justus, P.C. for a three-year extension of the current auditing services contract. The audit fees are proposed at \$66,500 for fiscal 2019, \$68,400 for fiscal 2020 and \$70,300 for fiscal 2021. The original scope of work in the RFP did not include preparation of the footnotes in the Comprehensive Annual Financial Report by the auditors. This was subsequently

added to the scope of work performed by the auditors at an annual cost of \$2,500. The proposal includes the continuation of that work by the auditors at a cost of \$2,500 in fiscal 2019 and \$2,600 in fiscal 2020 and \$2,700 in 2021.

Recommendation

The City is currently undergoing a major transition in the City's financial and utility billing software, along with a new document management system, community development software and an online payment processing system, a process that is expected to continue into 2021. Finance and other departmental staff workloads will be heavily impacted during this process. Business processes and procedures will need to be review and changed accordingly while incorporating the enhanced functionality of the new software. Coulter and Justus is familiar with the City's current accounting structure, business practices and procedures and would be better able to assist the City with any transitional support that might be required.

City staff discussed the three-year contract extension with Coulter and Justus, P.C., with the Budget and Finance Committee who unanimously approved a recommendation for the contract extension.



Mark S. Watson

Attachments:

Coulter & Justus, P.C., Fee Proposal
Resolution



January 23, 2019

City Mayor, City Manager, Finance Director,
and the Members of the City Council
City of Oak Ridge, Tennessee
200 South Tulane Avenue
Oak Ridge, Tennessee 37830

Fee Proposal

We appreciate the opportunity to continue our role serving the City of Oak Ridge, Tennessee as your independent public accountants. As requested, we have prepared the following fee proposal for the years ending June 30, 2019, 2020, and 2021.

Scope of Services

- An audit of the City's financial statements for the years ending June 30, 2019, 2020, and 2021; and
- Preparation of the comprehensive annual financial report (CAFR) for the years ending June 30, 2019, 2020, and 2021 including the notes to the CAFR.

Fees

Our fees will only include an annual inflationary increase from 2018. Our proposed fees are as follows:

	2019	2020	2021
Audit Fees	\$66,500	\$68,400	\$70,300
Preparation of the CAFR	2,500	2,600	2,700
Total Fees	\$69,000	\$71,000	\$73,000

Thank you for the opportunity to serve the City of Oak Ridge, Tennessee. If you have any questions, please feel free to contact me or Julie Hayes at your convenience.

Very truly yours,

Conor O'Donoghue
Principal

RESOLUTION

A RESOLUTION TO APPROVE A THREE-YEAR EXTENSION TO THE CONTRACT WITH COULTER AND JUSTUS, P.C., KNOXVILLE, TENNESSEE, TO CONDUCT AN AUDIT OF THE CITY'S ACCOUNTS AND FUNDS IN THE AMOUNT OF \$69,000.00 FOR FISCAL YEAR 2019.

WHEREAS, Article V, Section 19, of the Charter provides that an audit shall be made of the accounts and funds of the City, covering the operations of the past fiscal year, by a certified public accountant selected by City Council; and

WHEREAS, by Resolution 5-34-2014, City Council approved a contract with Coulter and Justus, P.C., Knoxville, Tennessee, to conduct an audit of the City's accounts and funds for the current fiscal year and for up to four additional fiscal years; and

WHEREAS, the City is currently undergoing a major transition in the City's financial and utility billing software, along with a new document management system, community development software, and online payment processing system, which process is expected to continue into 2021; and

WHEREAS, due to Coulter and Justus' familiarity with the City's current accounting structure, business practices, and procedures, the firm is best able to assist the City with any transitional support that may be required during this time and, therefore, the City Manager recommends a three-year extension to their contract.

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

That the recommendation of the City Manager is approved and the contract between the City and Coulter and Justus, P.C., Knoxville, Tennessee, to perform a financial and compliance audit of the accounts and funds of the City of Oak Ridge, Tennessee, is extended for Fiscal Year 2019 at a cost of \$69,000.00, which includes \$2,500.00 for work associated with preparation of the Comprehensive Annual Financial Report (CAFR).

BE IT FURTHER RESOLVED that said contract is renewable by the City Manager for Fiscal Year 2020 at a cost of \$71,000.00 and for Fiscal Year 2021 at a cost of \$73,000.00, as set forth in the Fee Proposal submitted by Coulter and Justus, P.C.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES

**COMMUNITY DEVELOPMENT MEMORANDUM
CODE ENFORCEMENT DIVISION
19-19**

DATE: April 3, 2019
TO: Mark S. Watson, City Manager
THROUGH: Wayne E. Blasius, Community Development Director
FROM: Arnold A. Blackwell, Code Enforcement Supervisor
RE: **ORDINANCE TO AMEND THE 2018 ENERGY CODE (2018 IECC)**

Introduction

Items for the agenda is one (1) ordinance amendment to the City Code to continue to maintain compliance with the requirements of the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention.

Funding

No funding is associated with this item.

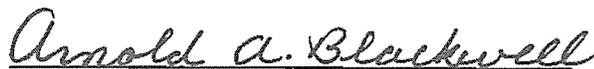
Background

The proposed amendment is to change the maximum U-factor requirement for glazing installed in windows, doors and skylights listed in tables 402.1.2 and 402.1.4 of the 2018 (IECC). Amending these tables will allow installed glazing to carry a higher U-factor rating and still maintain compliance with the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention.

Recommendation

City Staff is recommending the adoption of the 2018 International Energy Conservation Code amendment.

Approval of the attached ordinance is recommended.


Arnold A. Blackwell

Attachments: Proposed Ordinance

City Manager's Comments:

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

Mark S. Watson 4-3-19

Mark S. Watson

Date

TITLE

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," CHAPTER 12, TITLED "ENERGY CONSERVATION CODE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 12-1201, TITLED "ENERGY CONSERVATION CODE ADOPTED," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 12-1201, TITLED "ENERGY CONSERVATION CODE ADOPTED," AND BY CREATING A NEW SECTION 12-1202, TITLED "AMENDMENTS," ALL FOR THE PURPOSE OF ADOPTING THE 2018 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE FOR COMPLIANCE WITH TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE, DIVISION OF FIRE PREVENTION, REQUIREMENTS.

WHEREAS, the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention, allows cities to be up to seven (7) years behind the most current edition of available building and fire codes; and

WHEREAS, the City's currently adopted energy code is the 2009 International Energy Conversation Code; and

WHEREAS, the City desires to adopt the 2018 edition of the International Energy Conservation Code to be in compliance with State requirements.

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

Section 1. Title 12, titled "Building, Utility, Etc. Codes," Chapter 12, titled "Energy Conservation Code," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Section 12-1201, titled "Energy Conservation Code Adopted," in its entirety and substituting therefor a new Section 12-1201, titled "Energy Conversation Code Adopted," which new section shall read as follows:

Sec. 12-1201. Energy Conservation Code Adopted.

The International Energy Conservation Code, 2018 edition, is hereby adopted by reference and shall become a part of this chapter as if copied herein verbatim, and shall be known as the "Energy Conservation Code."

Section 2. Title 12, titled "Building, Utility, Etc. Codes," Chapter 12, titled "Energy Conservation Code," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by creating a new Section 12-1202, titled "Amendments," which new section shall read as follows:

Sec. 12-1202. Amendments.

(1) Table R402.1.2 Insulation and Fenestration Requirements by Component.

In the row for Climate Zone 4 except Marine, change the following: Ceiling R-Value from "49" to "38"; Wood Frame Wall R-Value from "20 or 13+5" to "13"; and Mass Wall R-Value "8/13" to "5/10." Fenestration U-Factor from "0.32" to "0.35"; Skylight U-Factor from "0.55" to "0.60"; Glazed Fenestration SHGC from "0.40" to "NR".

(2) Table R402.1.4 Equivalent U-Factors.

In the row for Climate Zone 4 except Marine, change the following: Ceiling U-Factor from "0.026" to "0.030"; Frame Wall U-Factor from "0.060" to "0.082"; and

Mass Wall U-Factor from "0.098" to "0.141." Fenestration U-Factor from "0.32" to "0.35"; Skylight U-Factor from "0.55" to "0.60".

- (3) Section R402.4.1.2 Testing.

Delete in its entirety without replacement.

- (4) Section R403.3.3 Duct Testing (Mandatory).

Delete in its entirety without replacement.

Section 3. There shall be a ninety (90) day grace period from the effective date of the ordinance to allow City Staff time to educate the development community and local contractors on the changes.

Section 4. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

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

FINAL ADOPTION
OF
ORDINANCES

LEGAL DEPARTMENT MEMORANDUM
19-06

DATE: February 22, 2019

TO: Honorable Mayor and Members of City Council

FROM: Tammy M. Dunn, Senior Staff Attorney
Kenneth R. Krushenski, City Attorney

SUBJECT: CITY CODE AMENDMENT – DELETION OF CITY CODE §8-806

Introduction

An item for the agenda is an ordinance to delete City Code §8-806 relative to curbside beer sales.

Background

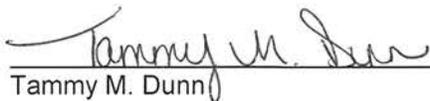
City Code §8-806 prohibits a beer permit holder from selling beer to any person while such person is occupying a motor vehicle. This provision prohibits grocery stores from selling beer through their online grocery service for parking lot pickup as those sales occur while the person is occupying a motor vehicle.

With the recent addition of wine in grocery stores, the Legal Department contacted the State of Tennessee Alcoholic Beverage Commission's Knoxville office to find out whether wine sales can occur through online grocery service for parking lot pickup. The Legal Department was informed that wine sales could occur through a grocery store's online service for parking lot pickup, but (1) the purchaser must indicate during the order that the purchaser is twenty-one years of age or older and (2) the purchaser's identification must be checked when the order is picked up.

Now that wine is sold in grocery stores, it would be prudent for the City to remove the prohibition on curb service so all alcoholic beverages sold in grocery stores can be treated similarly. The removal of the prohibition does not remove the requirement of a beer permit holder to follow all applicable laws and ordinances pertaining to identification of the age of the purchaser.

Recommendation

Approval of the attached ordinance is recommended. This ordinance is scheduled for the Oak Ridge Beer Permit Board's review and recommendation on March 6, 2019. The Board's recommendation will be forwarded to City Council for information purposes.



Tammy M. Dunn

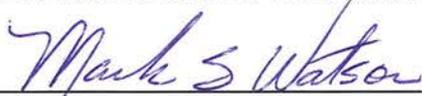


Kenneth R. Krushenski

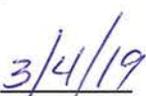
Attachments: City Code §8-806
Proposed Ordinance

City Manager's Comments:

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



Mark S. Watson



Date

OAK RIDGE CITY CODE §8-806
(Proposed for Deletion)

§8-806. Curb service prohibited.

- (1) It shall be unlawful for any person holding a permit under chapters 6, 7, and 8 of this title to sell, distribute, or permit to be sold or distributed beer to any person while such person is occupying any motor vehicle. This section prohibits sales or distribution of beer where the actual transaction occurs at the vehicle and does not prohibit an employee from transporting beer to a person's vehicle when the sale occurred inside the establishment.

- (2) This section does not prohibit the sale of beer at or within a golf cart while a golf cart is being operated on a golf course when such golf course is the holder of a valid beer permit under chapters 6, 7, and 8 of this title unless the board has restricted the sale of beer on the course itself under § 8-701(4)(b).

TITLE

AN ORDINANCE TO AMEND TITLE 8, TITLED "ALCOHOLIC BEVERAGES," CHAPTER 8, TITLED "BEER AND OTHER LIGHT BEVERAGES – PROHIBITIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO DELETE SECTION 8-806, TITLED "CURB SERVICE PROHIBITED."

WHEREAS, City Code §8-806 prohibits a beer permit holder from selling beer to any person while such person is occupying a motor vehicle; and

WHEREAS, as written, City Code §8-806 disallows beer sales from occurring through online grocery orders for parking lot pickup as those sales occur while the person is occupying a motor vehicle; and

WHEREAS, the State of Tennessee, which regulates wine sales in grocery stores, does not prohibit wine from being sold through online grocery orders for parking lot pickup; and

WHEREAS, now that wine is sold in grocery stores, it would be prudent for the City to remove the prohibition on curb service so all alcoholic beverages sold in grocery stores can be treated similarly; and

WHEREAS, the removal of the prohibition does not in any way remove the requirement of a beer permit holder to follow all applicable laws and ordinances pertaining to identification of the age of the purchaser.

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

Section 1. Title 8, titled "Alcoholic Beverages," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Section 8-806, titled "Curb Service Prohibited," in its entirety without replacement.

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

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 03/11/2019
Publication Date: 03/14/2019
Second Reading: _____
Publication Date: _____
Effective Date: _____

LEGAL DEPARTMENT MEMORANDUM
19-07

DATE: February 22, 2019

TO: Honorable Mayor and Members of City Council

FROM: Tammy M. Dunn, Senior Staff Attorney
Kenneth R. Krushenski, City Attorney

SUBJECT: CITY CODE AMENDMENT – BROWN-BAGGING (CITY CODE §11-201)

Introduction

An item for the agenda is an ordinance to amend City Code §11-201 relative to “brown-bagging” of alcoholic beverages into a place of business for personal consumption.

Background

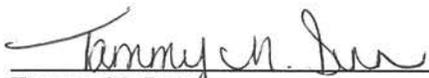
City Code §11-201 allows patrons to bring beer and/or wine for personal consumption into food service establishments with the permission of the owner provided the business either possesses a valid on-premises beer permit or the management of the business possess a valid server permit from the Tennessee Alcoholic Beverage Commission. This practice is typically referred to as brown-bagging.

As written, City Code §11-201 prohibits brown-bagging in businesses that are not “food service establishments” as that term is defined in the ordinance. This section limits certain businesses—business that were not prevalent years ago when this section was enacted—from being able to come into the City Limits and offer the same services as they do in nearby cities such as Knoxville. One example of such business would be the “paint and sip” businesses that offer art studios and allow patrons to bring wine or other alcoholic beverages on the premises to consume while they paint.

The City desires to amend City Code §11-201 to be less restrictive as to not prohibit these new types of businesses from being able to open locally. This change is also more in line with the City of Knoxville, which allow brown-bagging without restriction during the hours of 6:00 a.m. to 1:00 a.m.

Recommendation

Approval of the attached ordinance is recommended. This ordinance is scheduled for the Oak Ridge Beer Permit Board’s review and recommendation on March 6, 2019. The Board’s recommendation will be forwarded to City Council for information purposes.



Tammy M. Dunn

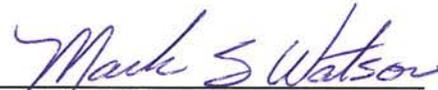


Kenneth R. Krushenski

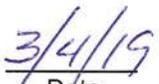
Attachments: Bold-Strikethrough of City Code §11-201
Proposed Ordinance

City Manager’s Comments:

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



Mark S. Watson


Date

**OAK RIDGE CITY CODE §11-201
(~~Bold-Strikethrough of Proposed Changes~~)**

§11-201. Customer's Ability to Bring Alcoholic Beverages into a Place of Business for Personal Consumption (**Brown-bagging**).

- (1) Customers may bring alcoholic beverages (**brown-bagging**) into a place of business for their personal consumption ~~only as specified herein~~ **conditioned upon the following:**

~~With the consent of the business owner, customers may bring beer or wine for consumption by themselves and their personal guests into a food service establishment that possesses a valid permanent on-premises beer permit or whose management possesses a valid server permit from the Tennessee Alcoholic Beverage Commission. This section shall not be interpreted to provide additional allowances or restrictions on establishments with a Tennessee license for liquor by the drink.~~

~~For the purposes of this section, the term "food service establishment" means any public place kept, used, maintained, advertised, and held out to the public as a place where meals are served and where meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining room equipment and tables, having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its patrons and customers; and providing that more than fifty percent (50%) of the gross revenue of the establishment is generated from the serving of food/meals.~~

- (a) **The business owner (who must possess a valid Oak Ridge business license) has given written consent for such beverages to be brought into the business for customers' personal consumption and/or the consumption of the customer's personal guests; and**
- (b) **Such alcoholic beverages are not prohibited by state law or the Tennessee Alcoholic Beverage Commission from being brought into the premises.**
- (2) **This provision does not negate the customers' responsibilities nor the business owner's responsibilities regarding safe and responsible alcohol consumption.**
- (3) **The owner's written consent as set forth in this section shall be evidenced by a posted notice signed by the owner displayed inside the business for public view. Said notice will enable law enforcement to know whether brown-bagging is permissible within the establishment.**

Notes:

- The proposed changes keep the requirement for the owner's consent for brown-bagging.
- The proposed changes no longer specify wine and beer but rather allow any alcoholic beverage so long as the State does not prohibit the beverage from being "brown-bagged" which will allow the higher concentrations of alcoholic beverages to remain regulated by the State.
- The proposed changes remove the food service requirement and the beer permit/server permit requirement to be less restrictive on businesses and to be more in line with nearby cities like Knoxville.
- The proposed changes include a posting requirement which will assist law enforcement in knowing whether brown-bagging is permitted in an establishment.

**LEGAL DEPARTMENT MEMORANDUM
19-12**

DATE: March 7, 2019

TO: Honorable Mayor and Members of City Council

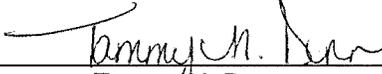
FROM: Tammy M. Dunn, Senior Staff Attorney
Kenneth R. Krushenski, City Attorney

SUBJECT: BEER BOARD RECOMMENDATION ON CITY CODE AMENDMENT TO MODIFY CITY CODE §11-201 (BROWN BAGGING) – SCHEDULED FOR FIRST READING ON MARCH 11, 2018 AGENDA

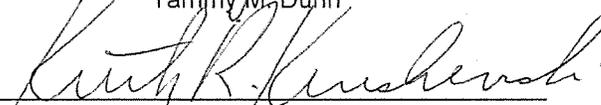
Attached is a copy of the Oak Ridge Beer Permit Board's recommendation regarding the upcoming agenda item to modify City Code §11-201. The Board voted unanimously to recommend City Council approval of the ordinance as proposed with two modifications:

- Require the owner's posted notice to be a City-provided notice form; and
- Require management to ensure any and all consumers of alcohol on the premises are twenty-one or older.

The requested modifications by the Board are acceptable to the Legal Department. Attached is a Substitute Ordinance incorporating the modifications for City Council's consideration.



Tammy M. Dunn



Kenneth R. Krushenski

Attachments: Beer Board's Recommendation
Bold-strikethrough of Proposed Modifications
Substitute Ordinance



March 6, 2019

RE: PROPOSED MODIFICATION TO CITY CODE §11-201, BROWN BAGGING

To Mark Watson, Honorable Mayor, and Members of City Council:

The Oak Ridge Beer Permit Board met today to discuss the proposed modification of City Code §11-201 pertaining to brown bagging. This item is current pending City Council's consideration on first reading at the March 11, 2019 meeting.

The Board unanimously voted to recommend City Council approval of the proposed ordinance with two modifications:

1. Require the owner's posted notice to be a City-provided notice form; and
2. Require management to ensure any and all consumers of alcohol on the premises are twenty-one or older.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Bailey", is written over a faint, larger signature.

William Barton Bailey
Chairman

Attachments: None

**BOLD-STRIKETHROUGH OF PROPOSED MODIFICATION
(BEER BOARD RECOMMENDATIONS)**

Section 11-201. Customer's Ability to Bring Alcoholic Beverages into a Place of Business for Personal Consumption (Brown-bagging)

- (1) Customers may bring alcoholic beverages (brown-bagging) into a place of business for personal consumption conditioned upon the following:
 - (a) The business owner (who must possess a valid Oak Ridge business license) has given written consent for such beverages to be brought into the business for customers' personal consumption and/or the consumption of the customer's personal guests; and
 - (b) Such alcoholic beverages are not prohibited by state law or the Tennessee Alcoholic Beverage Commission from being brought into the premises.
- (2) This provision does not negate the customers' responsibilities nor the business owner's responsibilities regarding safe and responsible alcohol consumption. **Management of the business must ensure any and all consumers of alcohol on the premises are twenty-one or older.**
- (3) The owner's written consent as set forth in this section shall be evidenced by a posted notice signed by the owner displayed inside the business for public view. **The City will provide owners with a notice form for use.** Said notice will enable law enforcement to know whether brown-bagging is permissible within the establishment.

TITLE

AN ORDINANCE TO AMEND TITLE 11, TITLED "MUNICIPAL OFFENSES," CHAPTER 2, TITLED "ALCOHOL, DRUGS, ETC.," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TO AMEND SECTION 11-201, TITLED "CUSTOMER'S ABILITY TO BRING ALCOHOLIC BEVERAGES INTO A PLACE OF BUSINESS FOR PERSONAL CONSUMPTION," TO LESSEN THE RESTRICTIONS FOR SUCH ACTIVITY.

WHEREAS, City Code §11-201 allows patrons to bring beer and/or wine for personal consumption into food service establishments with the permission of the owner provided that the business either possesses a valid on-premises beer permit or the management of the business possess a valid server permit from the Tennessee Alcoholic Beverage Commission; and

WHEREAS, this practice is typically referred to as "brown-bagging"; and

WHEREAS, as written, City Code §11-201 prohibits brown-bagging in businesses that are not "food service establishments"; and

WHEREAS, this provision limits certain businesses—business that were not prevalent years ago when this provision was enacted—from being able to come into the city limits and offer the same services as they do in nearby cities such as Knoxville; and

WHEREAS, one example of such business would be the "paint and sip" businesses that offer art studios and allow patrons to bring wine or other alcoholic beverages on the premises; and

WHEREAS, the City desires to amend §11-201 so as to not prohibit these new types of businesses from being able to come into the city limits.

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

Section 1. Title 11, titled "Municipal Offenses," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Section 11-201, titled "Customer's Ability to Bring Alcoholic Beverages into a Place of Business for Personal Consumption," and substituting therefor a new Section 11-201, titled, "Customer's Ability to Bring Alcoholic Beverages into a Place of Business for Personal Consumption (Brown-bagging)," which new section shall read as follows:

Section 11-201. Customer's Ability to Bring Alcoholic Beverages into a Place of Business for Personal Consumption (Brown-bagging).

- (1) Customers may bring alcoholic beverages (brown-bagging) into a place of business for personal consumption conditioned upon the following:
 - (a) The business owner (who must possess a valid Oak Ridge business license) has given written consent for such beverages to be brought into the business for customers' personal consumption and/or the consumption of the customer's personal guests; and
 - (b) Such alcoholic beverages are not prohibited by state law or the Tennessee Alcoholic Beverage Commission from being brought into the premises.
- (2) This provision does not negate the customers' responsibilities nor the business owner's responsibilities regarding safe and responsible alcohol consumption. Management of the

business must ensure any and all consumers of alcohol on the premises are twenty-one or older.

- (3) The owner's written consent as set forth in this section shall be evidenced by a posted notice signed by the owner displayed inside the business for public view. The City will provide owners with a notice form for use. Said notice will enable law enforcement to know whether brown-bagging is permissible within the establishment.

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

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 03/11/2019
Publication Date: 03/14/2019
Second Reading: _____
Publication Date: _____
Effective Date: _____

RESOLUTIONS

RECREATION & PARKS DEPARTMENT MEMORANDUM
19-03

DATE: March 22, 2019
TO: Mark S. Watson, City Manager
FROM: Jonathan W. Hetrick, Recreation & Parks Director
SUBJECT: GRANT ACCEPTANCE – SENIOR VOLUNTEER TRANSIT NETWORK

Introduction

An item for City Council's consideration is the acceptance of a grant in the amount of thirty-thousand dollars (\$30,000) from the East Tennessee Human Resource Agency, Inc. (ETHRA) and the East Tennessee Area Agency On Aging and Disability (ETAAAD) to provide funding for a new Senior Volunteer Transit Network to be managed by the Oak Ridge Senior Center. This grant is a part of a three-year grant program, with additional funding of thirty-thousand dollars (\$30,000) anticipated in each of the next two grant cycles.

Funding

No local match is required for this grant.

Consideration

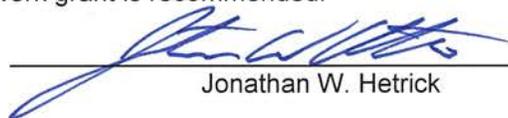
The City currently provides a grant-funded taxi coupon program for reduced-rate taxi service to senior citizens in the community. Due to more stringent reporting requirements, the program is no longer eligible for that grant.

City staff and the Senior Advisory Board have developed a volunteer-assisted transportation program to replace the taxi coupon program. The program is modeled on similar programs in surrounding communities, including Knoxville/Knox County and Blount County. Grant funding will be used to offset costs associated with starting the new program, including the purchase of software and hiring of an additional staff person to manage the program.

The grant program provides thirty-thousand dollars (\$30,000) per year for three years; staff recommends that the City Manager be authorized to accept the grant funding in this grant cycle and that he be authorized to accept the additional funding, if awarded, in the two subsequent grant cycles.

Recommendation

Acceptance of the Senior Volunteer Transit Network grant is recommended.


Jonathan W. Hetrick

Attachments:
Resolution

City Manager's Comments:

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


Mark S. Watson 4-3-19
Date

RESOLUTION

A RESOLUTION TO ACCEPT A GRANT FROM THE EAST TENNESSEE HUMAN RESOURCE AGENCY, INC., (ETHRA) AND/OR THE EAST TENNESSEE AREA AGENCY ON AGING AND DISABILITY (ETAAAD) FOR THE CITY'S SENIOR VOLUNTEER TRANSPORTATION PROGRAM, SAID GRANT IN THE AMOUNT OF \$30,000.00 PER TERM YEAR AND ANTICIPATED TO OCCUR OVER THREE GRANT TERM YEARS.

WHEREAS, the City currently provides a grant-funded taxi coupon program for reduced-rate taxi service to senior citizens; however, said grant is no longer available for use with this program; and

WHEREAS, City Staff and the Senior Advisory Board have researched alternative options to replace the taxi coupon program and have developed a volunteer-assisted transportation program modeled on similar programs in the surrounding areas including Knoxville/Knox County and Blount County; and

WHEREAS, grant funds are available from the East Tennessee Human Resource Agency, Inc., (ETHRA) and the East Tennessee Area Agency on Aging and Disability (ETAAAD) to provide this program, which will be managed by the Oak Ridge Senior Center; and

WHEREAS, the City has been awarded grant funds in the amount of \$30,000.00 for the current grant term which expires on April 30, 2019, with an intent to award an additional \$30,000.00 to the City over each of the next two grant terms; and

WHEREAS, with the current grant year quickly coming to an end, ETHRA has confirmed the ability to carry over funds from this grant term to the next; and

WHEREAS, the City Manager recommends moving forward with this program and acceptance of the grant.

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

The City is hereby authorized to accept grant funds in the amount of \$30,000.00 from the East Tennessee Human Resource Agency, Inc., (ETHRA) and/or the East Tennessee Area Agency on Aging and Disability (ETAAAD) for the City's senior volunteer transportation program for the current grant term expiring on April 30, 2019 and, if awarded, for the next two (2) grant terms for a total grant amount of up to \$90,000.00.

BE IT FURTHER RESOLVED that the City Manager is authorized to finalize any documents associated with completion and implementation of the senior volunteer transportation program.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

INTER-DEPARTMENTAL MEMORANDUM
FIRE DEPARTMENT HEADQUARTERS
HQ-19-0007

DATE: March 21, 2019
TO: Mark S. Watson, City Manager
FROM: R. Darryl Kerley, Fire Chief
SUBJECT: DEDICATION OF FIRE STATION NUMBER 4

Introduction

Attached for City Council's consideration is a resolution dedicating Fire Station 4 in honor of Thomas Howard Scott, Oak Ridge Fire Department Photographer and Historian.

Funding

No cost involved.

Background

Dr. Tom H. Scott began his fire service career in 1950 while attending Auburn University. Upon graduating with a degree in Chemical Engineering, he served his three-year active duty obligation on a destroyer which made a round the world cruise in 1954-1955 plus other deployments giving him an opportunity to visit many international fire departments such as Honolulu, Tokyo 'Hiroshima. Hong Kong, Manila, Rio de Janeiro, Havana, and Cape Town while most of the ship's crew was engaged in other activities.

For the last 69-years he has served as a part-time paid or volunteer firefighter while working for the United States Department of Energy (DOE). After receiving his PhD in Nuclear Engineering, Dr. Scott was transferred to Oak Ridge to work on the development of the Centrifuge Enrichment process until he retired. Upon retirement from the DOE he began working as a professor of Nuclear Engineering at the University of Tennessee.

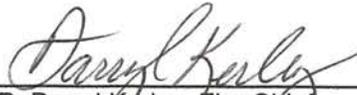
Simultaneously to his professional careers in research, development, and teaching, Tom Scott became the only volunteer for the City of Oak Ridge Fire Department. Through a Memorandum of Agreement with Tom Scott, he has served as the Fire Department Photographer and Historian since 1990 and owns a private fire history museum located at his home in Oak Ridge.

With the transition of Fire Station 4 and emergency response capabilities from the Department of Energy to the City of Oak Ridge at the East Tennessee Technology Park (ETTP) and the fact that Fire Station 4 will be used to preserve the history of the ETTP site, members of the Oak Ridge Fire Department are asking the Fire Station be named in honor of Dr. Scott. His service to the United States in the development of Centrifuge technology, his 70 year career as a firefighter and historian, and his service to the City of Oak Ridge by documenting with photography events of the Oak Ridge Fire Department has made Tom Scott a well-known icon throughout United States fire service.

Dr. Scott is donating several pieces of his historical collection (equipment and publications) to be displayed in the Fire Station 4 training, public education, and history rooms located within the fire station.

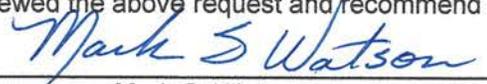
Recommendation

Staff recommends approval of the resolution.


R. Darryl Kerley, Fire Chief

City Manager's Comments:

I have reviewed the above request and recommend council approval.


Mark S. Watson


Date

NUMBER _____

RESOLUTION

A RESOLUTION DEDICATING FIRE STATION #4 AND NAMING IT IN HONOR OF THOMAS HOWARD SCOTT, OAK RIDGE FIRE DEPARTMENT PHOTOGRAPHER AND HISTORIAN.

WHEREAS, by Resolution 2-9-07, City Council established guidelines for the naming of public facilities in the City in honor of distinguished individuals; and

WHEREAS, the Fire Department has requested the dedication of Fire Station #4 in honor of Dr. Thomas Howard Scott, Oak Ridge Fire Department photographer and historian; and

WHEREAS, in addition to providing fire and emergency response, Fire Station #4 is also used to preserve the history of the East Tennessee Technology Park; and

WHEREAS, Dr. Scott is donating several pieces of his private historical collection to be displayed in Fire Station #4 in the training, public education, and history rooms; and

WHEREAS, due to Dr. Scott's service to the United States in the development of centrifuge technology at the U.S. Department of Energy, his 70-year career as a firefighter and historian, and his service the Oak Ridge Fire Department by documenting events, the Fire Department respectfully requests that Fire Station #4 be named for Dr. Scott; and

WHEREAS, this request is in line with City Council's adopted guidelines and is recommended by the City Manager.

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 Fire Station #4 is hereby dedicated and named in honor of Dr. Thomas Howard Scott for his significant and substantial contribution to the City, specifically the Fire Department.

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**PUBLIC WORKS DEPARTMENT MEMORANDUM
19-19**

DATE: March 14, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director *SAM*
FROM: Patrick Berge, P.E., Utility Manager
SUBJECT: **REQUEST FOR THE PURCHASE AND INSTALLATION OF A DIGESTER SAMPLING PLATFORM AT THE WASTEWATER TREATMENT PLANT**

Introduction

An item for City Council's consideration is a resolution authorizing the City to award a bid to Design & Construction Services, Inc. for the purchase and installation of a sampling platform at the digesters at the Turtle Park Wastewater Treatment Plant for a total not to exceed of \$49,481.

Funding

Funding is available from the waterworks fund.

Background

Sampling is required daily at the digesters located at the treatment plant as part of the process controls and to maintain compliance with the plant's requirements for the disposal of digested sludge. Access for sampling is through a roof hatch in the building and across the building roof. This can create a potentially hazardous situation when the roof is wet or icy. Additionally, the roof is not designed for frequent foot traffic and this reduces the lifespan. The sampling point on the roof does not have required railing and may constitute a violation of TOSHA regulations. CTI Engineering worked with City staff to determine the best remedy for this situation. Based on the access and sampling needs, the simplest solution was determined to be installing steps and a sampling platform to avoid excessive foot traffic on the roof and to provide a proper railing while performing sampling.

Recommendation

Staff recommends awarding this bid to Design & Construction Services, Inc. Sealed bids were requested with the bid request placed on the City website and Vendor Registry, with a bid opening on March 12, 2019. Seven (7) bids were received from which Design & Construction Services, Inc., Knoxville, Tennessee, proved the lowest responsive bid. A lower bid was received from HL Management Service, LLC; however, it did not comply with bid bond requirements and is considered nonresponsive after consultation with the Legal Department.

Attachment(s)
Bid tabulation
Resolution



Patrick S. Berge, P.E.

City Manager's Comments:

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



Mark S. Watson

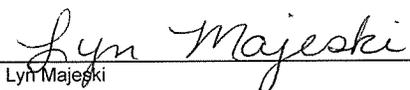
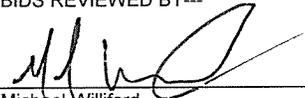
4-3-19

Date

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

FY2019-100

OPENING DATE: March 12, 2019 2:00 P.M.

FOR --- Wastewater Treatment Plant Platform and Stairs at Digester Tanks			BIDDER: Design & Constructions Services, Inc. 6020 Industrial Heights Drive Knoxville, TN 37909		BIDDER: W & O Construction Company, Inc. 150 Construction Drive Livingston, TN 38570		BIDDER: Southern Constructors, Inc. 1150 Maryville Pike Knoxville, TN 37920		BIDDER: Wright Contracting, Inc. 1116 Farrington Drive Knoxville, TN 37923		
DESCRIPTION	ITEM	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF ALL LABOR, MATERIALS, SUPPLIES, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES NECESSARY FOR WASTEWATER TREATMENT PLANT PLATFORM AND STAIRS AT DIGESTER TANKS PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE, PUBLIC WORKS DEPARTMENT				\$ 49,481.00		\$ 53,950.00		\$ 54,000.00		\$ 58,350.00	
TOTAL PRICE			\$ 49,481.00		\$ 53,950.00		\$ 54,000.00		\$ 58,350.00		
TERMS			Net 30		Net 30		Net 30		Net 30		
DELIVERY			Per Contract		Per Contract		Per Contract		Per Contract		
F.O.B.			Oak Ridge		Oak Ridge		Oak Ridge		Oak Ridge		
VIA			Vendor		Vendor		Vendor		Vendor		
OTHER BIDDERS CONTACTED: See Bid Process Form							BIDS OPENED AND RECORDED BY---				
											
							Lyn Majeski Purchasing Manager				
REASON FOR AWARD:			RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY---				
ONLY BID RECEIVED <input type="checkbox"/>			Design & Constructions Services, Inc.								
LOW PRICE <input type="checkbox"/>			6020 Industrial Heights Drive				Michael Williford				
BETTER OR REQUIRED DESIGN <input type="checkbox"/>			Knoxville, TN 37909				Accounting Manager				
EARLY DELIVERY <input type="checkbox"/>											
LOWEST TOTAL COST <input checked="" type="checkbox"/>											

BID PROCESS FORM

BID NAME FY2019-100 **DESCRIPTION** Wastewater Treatment Plant Platform and Stairs at Digester Tanks

CITY COUNCIL MEETING April 8, 2019

BIDDERS CONTACTED (CONTACT INFORMATION)

<u>Company</u>	<u>Name</u>	<u>Address</u>	<u>City, State ZIP</u>	<u>Phone</u>	<u>Email</u>	<u>Contacted Via</u>
Southern Constructors, Inc.	Mike Huenefeld	1150 Maryville Pike	Knoxville, TN 37920	865-579-5351	mhuenefeld@southernconstructorsinc.com	[e-mail]
Haren Construction Company, Inc.	Cindy Osborne	1715 US-411	Etowah, TN 37331	423-263-5561	cosborne@harenconstruction.com	[e-mail]
First Place Finish, Inc.	Laurel Patrick	1020 Commerce Park Drive Suite G	Oak Ridge, TN 37830	865-482-1959	lpatrik@firstplacefinish.us	[e-mail]
C. R. Barger & Sons, Inc.	Travis	123 Pawnook Farm Road	Lenoir City, TN 37771	865-270-8080	travis@bargerandsons.com	[e-mail]
Design & Constructions Services, Inc.	Robert	6020 Industrial Heights Drive	Knoxville, TN 37909	865-523-9730	robert@dcsig.com	[e-mail]
W & O Construction Company, Inc.	Brandy Garrett	150 Construction Drive	Livingston, TN 38570	931-403-1000	bids@wocc.com	[e-mail]

BIDDERS WHO CONTACTED THE CITY AFTER ADVERTISED (CONTACT INFORMATION)

HL Management Service LLC	Jennifer Harris	260 9th Street, SE	Cleveland, TN 37311	423-464-4506	jennifer.harris@hlconstructionsite.com	[e-mail]
Adams Contracting, LLC	Jason Rogers	131 Prosperous Place, Suite 12A	Lexington, KY 40509	859-707-1420	jrogers@adamscontractingky.com	Pre-Bid Conferenc

BIDS RECEIVED

Design & Constructions Services, Inc., W & O Construction Company, Inc., Southern Constructors, Inc., Wright Contracting, Inc., First Place Finish, Inc., Adams Contracting, LLC, and HL Management, LLC (non-responsive bid)

ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 33 days.

RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2019-100) TO DESIGN & CONSTRUCTION SERVICES, INC., KNOXVILLE, TENNESSEE, FOR THE PURCHASE AND INSTALLATION OF A SAMPLING PLATFORM AT THE DIGESTERS AT THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$49,481.00.

WHEREAS, the City issued an invitation to bid for the furnishing of all labor, tools, materials, equipment, and supplies necessary for the installation of a sampling platform at the digesters at the Turtle Park Wastewater Treatment Plant; and

WHEREAS, bids were received and publicly opened on March 12, 2019, with Design & Construction Services, Inc., Knoxville, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and award is hereby made to Design & Construction Services, Inc., 6020 Industrial Heights Drive, Knoxville, Tennessee 37909, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the installation of a sampling platform at the digesters at the Turtle Park Wastewater Treatment Plant; said award in strict accordance with FY2019-100, the required specifications, and the bid as publicly opened on March 12, 2019, and in an amount not to exceed \$49,481.00.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**FINANCE DEPARTMENT MEMORANDUM
19-03**

DATE: March 4, 2019
TO: Mark S. Watson, City Manager
FROM: Janice E. McGinnis, Finance Director
SUBJECT: \$3,288,000 State Revolving Fund Loan (SRF) Loan

Introduction

An item for City Council's consideration is a resolution authorizing a \$3,288,000 loan from the State Revolving Fund (SRF) program to finance the design and engineering cost for the new water treatment plant and related infrastructure.

Funding

The annual principal and interest payment of the loan is estimated at \$675,811. The .08% administrative fee would add an additional \$1,362 annually to that amount for a total of \$677,173. Funding would be provided from water rates, including the rate paid by the U.S. Department of Energy. The last water rate increase approved by City Council was a 4% increase effective January 2019. This completes the rate time frame reviewed under the last rate study. A new rate study will be conducted to established recommend future water rate increases. Capital from both the construction of the new water plant and replacement of aging water lines and related distribution infrastructure will continue to drive future rate increases.

Consideration

Attached is the Revolving Fund Loan Agreement to be executed by the City and State which outlines the terms and conditions of the loan. The SRF Loan Program is administered by the State of Tennessee Department of Environment and Conservation (TDEC). Key points related to the loan are as outlined below.

Term:	5-year principal payment amortization begins with the earlier of (1) within 2 years of loan approval or (2) within 120 days after 90% after the Project Loan has been disbursed.
Issuance Costs:	No loan issuance costs
Interest Rate:	The fixed interest rate will be set by the State at the meeting the loan is approved by the State. The loan application rate is 1.08%.
Other Fees:	Administrative Fee of .08% annually of the outstanding loan balance.
Payment:	Monthly Interest and fees on the outstanding loan balance once loan draws occur. Monthly principal payments once the principal payments begin as outlined in the loan terms above.
Pre-Payment:	Can prepay all or part of the loan.

The advantages of this loan program are very low fixed interest rate, interest/fee payments only during spend down period of the loan and no loan issuance costs. Loan proceeds are drawn as work progresses and interest/fee are applicable only on the outstanding loan amount. At closure of the loan to additional draws, the loan principal payment amortization is restructured based on the actual principal borrowed.

As part of the SRF loan process, the water rate structure is reviewed by the State who can require that rate increases be adopted prior to issuance of the SRF loan. In an initial review, the State has determined that the water rate structures already approved by City Council are sufficient to repay the proposed loan.

Recommendation

Staff recommends approval of the attached resolution. Once the loan application packet is submitted to TDEC it must be reviewed and then submitted to the Tennessee Local Development Authority (TLDA) Board for approval at their next meeting.



Janice McGinnis

Attachments(s)
Authorizing Resolution
Revolving Loan Agreement
General Loan Conditions

City Manager's Comments:

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



Mark S. Watson



Date

AUTHORIZING RESOLUTION _____

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of Oak Ridge is a public and governmental body in Oak Ridge, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a water facilities project, Department of Environment and Conservation Number DWF 2019-216 (the "Project"), in and for the Local Government; and

WHEREAS, Drinking Water Revolving Loan Fund Act of 1997, Tennessee Code Annotated, Sections 68-221-1201 et seq., provide for the lending of moneys in the water facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of THREE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND Dollars (\$3,288,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of THREE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND Dollars (\$3,288,000) Dollars for the purpose of funding all or a portion of the total estimated cost of the Project THREE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND Dollars (\$3,288,000), by Warren L. Gooch, The Honorable Mayor of Oak Ridge of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The

Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2019.

Warren L. Gooch, The Honorable Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

CHECK ONE
CW/CG _____
DW/DG X

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR PROJECT LOAN**

Tennessee Department of Environment and Conservation
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243-1102
Telephone (615) 532-0445

TO BE FILLED IN BY SRFLP OFFICE:

DWF 2019-216

Project Number

\$3,288,000

Loan Amount

5

Term of Loan in Years

**1.66% As of February 04,
2019**

Bond Buyer Index Rate and Date

(1.66 X 80%)-(0.25%) = 1.08%

Loan Interest Rate

Date Loan Approved by Department

COMMISSIONER,
DEPARTMENT OF ENVIRONMENT & CONSERVATION

City of Oak Ridge

LEGAL NAME OF APPLICANT

P.O. Box 1

Address

Oak Ridge, TN 37831

City / State and Zip Code

hereby makes application for a Project Loan to fund the following described activities or tasks concerning a facility (the "Project").

PROJECT DESCRIPTION: GREEN - New Water Treatment Plant (Construction of a 16MGD WTP) Planning and Design Loan

The entire scope of the Project is estimated to cost: \$ 3,288,000
Amount of State Revolving Fund Loan Requested: \$ 3,288,000
Requested Term of Loan (not to exceed 5 years): 5

PROGRAM LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS:

\$ 0

PROJECT LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded)

\$ 20,237,030.50

MUNICIPALITY: STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

AMOUNT OF STATE-SHARED TAXES RECEIVED IN PRIOR FISCAL YEAR OF THE STATE \$
4,416,870.

UTILITY DISTRICT/AUTHORITY: A SECURITY DESPOSIT WILL BE REQUIRED IN AN AMOUNT EQUAL TO MADS.

ANTICIPATED MADS:
\$ **675,811**.

The Honorable Warren L. Gooch, Mayor

Name and Title of Authorized Representative

Signature

Date

**REVOLVING FUND LOAN AGREEMENT
FOR TAX REVENUE ENTITIES
(i.e. TOWNS/CITIES/COUNTIES)**

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the City of Oak Ridge (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage facilities. The purpose of this Agreement is to provide for the financing of all or a portion of a water facility by the Local Government. The Local Government submitted an application for the financing dated _____ which is hereby incorporated into this Agreement.

1. DEFINITIONS. Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:

- (a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. Sections 68-221-1004(a) and 68-221-1204(a), both as amended;
- (b) **"Agreement"** means this agreement providing financing for the Project from the Fund;
- (c) **"Facility"** means either a wastewater facility or a water system;
- (d) **"Fund"** means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. Sections 68-221-1001, et seq., as amended, and rules and regulations promulgated thereunder; or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. Sections 68-221-1201, et seq., as amended, and rules and regulations promulgated thereunder;
- (e) **"Initiation of Operation"** means the date when all but minor components of the Project have been built, all treatment equipment is operational and the Project is capable of functioning as designed and constructed;
- (f) **"Local Government"** means the governmental entity borrowing under this Agreement described in (1) Tenn. Code Ann. Section 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. Section 68-221-1203(6), as amended, if a water system;
- (g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;
- (h) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Agreement;

- (i) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- (j) **"Project Loan"** means the moneys loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Agreement;
- (k) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- (l) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- (n) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2. PROJECT.

(a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

(b) **Funding Sources.**

The Local Government estimates the Project Cost to be \$3,288,000 which is expected to be funded as follows:

(1) Project Loan (less principal forgiveness, if applicable)	\$ 3,288,000
(2) Principal Forgiveness (if applicable)	\$ -0-
(3) Local Funds	\$ -0-
(4) Other Funds	\$ -0-

TOTAL	\$ 3,288,000
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3. LOAN.

(a) **Loan and use of proceeds.**

The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed THREE MILLION TWO HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$ 3,288,000) to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Agreement. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Agreement.

(b) **Interest rate.**

The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Agreement.

(c) **Administrative fee.**

The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

(d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

(a) Payments.

(1) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(A) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(B) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

(2) Notwithstanding Section 4(a) (1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

(b) Reduction.

The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

- (1) Funding not listed in Section 2(b) which subsequently becomes available; or
- (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.

If any of the conditions set out in Section 4(b)(1) or (b)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

(c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the Project Loan.

(d) **Principal Forgiven.**

A portion of the original principal amount of the Project Loan may be forgiven by the State. The principal forgiven shall be Zero percent (0%) of the original principal amount of the Project Loan, or if the full original amount of the Project Loan is not used, then Zero percent (0%) of the amount of the Project Loan actually disbursed. Notwithstanding Section 3, no interest shall accrue on the amount of principal forgiven pursuant to this Section 4(d).

5. DISBURSEMENT OF PROJECT LOAN.

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time: 1) the construction of the Project has been completed, 2) the facilities constituting the Project are in the opinion of the Department in proper operation, and 3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction

of the Project for the full amount of costs associated with the planning or planning and design.

6. AMENDMENT.

(a) Increase in Project Loan.

If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties to this Agreement (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:

- (1) Amounts in the Fund are authorized and available for such increase;
- (2) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government.

(b) Other Amendments and Modifications.

Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties to this Agreement.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- (a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with:
 - (i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - (ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, and as may be amended or revised from time to time, the terms and conditions of which are adopted by reference as if fully set forth herein;
- (c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;

- (e) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (f) To advise the Department before applying for federal or other state assistance for the Project;
- (g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- (h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to insure that the construction conforms with the engineering plans and specifications approved by the Department;
- (i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- (j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- (k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- (l) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Agreement;
- (m) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Agreement;
- (n) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; and
- (o) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. Section 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. Section 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under

this Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Agreement.

8. SECURITY AND DEFAULT.

- (a) As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Agreement.

As further security for payments due under this Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure and the Authority shall suspend making disbursements as provided in Section 5 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

If the Local Government breaches any other provision of this Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Agreement.

- (b) Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

9. CONDITIONS PRECEDENT.

This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- (b) An opinion of the attorney or special counsel to the Local Government to the effect that:
 - (1) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts, resolutions or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government;
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 7(k) above;
- (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
- (e) A representation of the Local Government as to loans and State-Shared Taxes.

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal

courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

11. SEVERABILITY.

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.

12. NOTICES.

Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Fifth Avenue North
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: City of Oak Ridge
ATTN: Mr. Warren L. Gooch, The Honorable Mayor
P.O. Box 1,
City of Oak Ridge, TN 37831

12. SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE.

The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

**TENNESSEE
AUTHORITY**

LOCAL

DEVELOPMENT

Name: City Of Oak Ridge
(City/Town/County)

Signature: Warren L. Gooch, Honorable Mayor

Date: _____

Signature: _____

Date: _____

Meeting Approval
Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

Signature: _____

Signature: _____

Date: _____

Date: _____

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Copy of the Local Government's Application for Project Loan

Loan Conditions

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges and Cost and Completion

Representation as to Loans and State-Shared Taxes

Legal Opinion of Attorney or Special Counsel to Local Government

**EXHIBIT A
FEDERAL LAWS AND EXECUTIVE ORDERS**

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Intergovernmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of Clean Air Act, 42 U.S.C. § 7606, and Section 508 of Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1) (K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L. 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 (30 Fed. Reg. 12319, 12935 (1965)), Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

LOAN CONDITIONS GENERAL LOAN CONDITIONS

The Local Government hereby agrees to comply with the General Loan Conditions and Special Loan Conditions attached to, and made a part of, this Loan Agreement.

1. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) are solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.
- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
- h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.

- i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
2. The Local Government will comply with the following:
 - a. The Local Government must adhere with the most current Wage Rate (Davis Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a [WH-1321 - Davis-Bacon Poster English](#) and a [WH-1321 - Davis Bacon Poster Spanish](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at www.wdol.gov/.
 3. The Local Government will comply with the following new American Iron and Steel requirements:

H.R.3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted on January 17, 2014. This law provides appropriations for both Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) for Fiscal Year of 2014, while adding a American Iron and Steel requirement to these already existing programs. H.R. 3547 provides that none of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by Section 1452 of the Safe Drinking water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (EPA) finds that:

- a. applying the American Iron and Steel requirements would be inconsistent with the public interest;
- b. iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Administrator receives a request for a waiver under this section, the Administrator shall make a copy of the request and information concerning the request available to the public and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and other information available on the official EPA Internet Web site and by other electronic means.

4. The local government will comply with the following OMB Circular A-133 audit requirements:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Drinking Water State Revolving Funds

CFDA #: 66.468

Research and Development Award: Number

Grant Number: FS984272XX

Federal Awarding Agency: Environmental Protection Agency

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website at <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

OMB Circular A-133 Audit Requirements

Section 200 states, "Non-federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year..."

Section 320 states, "The audit shall be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section shall be submitted within . . . nine months after the end of the audit period . . ."

Section 225 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with these requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as (a) Withholding a percentage of Federal awards until the audit is completed satisfactorily; (b) Withholding or disallowing overhead costs; (c) Suspending Federal awards until the audit is conducted; or (d) Terminating the Federal award."

5. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL LOAN CONDITIONS

The following project schedule is established:

- a. Submission of engineering plans and specifications on or before _____.
- b. Start construction on or before _____.
- c. Initiate operation on or before _____.
- d. Complete construction on or before _____.

The State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

Failure to adhere to the project schedule established above, or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract pursuant to Division Rule 0400-46-06-.07(10) and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

GENERAL CERTIFICATE
City of Oak Ridge
DWF 2019-216

The undersigned, Warren L. Gooch, The Honorable Mayor of City of Oak Ridge, Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on _____(date), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project under the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on _____(date), a copy of which is attached, establishing the rate and fee structure for the water system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2019.

S-E-A-L

Warren L. Gooch, The Honorable Mayor

ATTEST:

Name: _____

Title: _____

(PLEASE TYPE ON CITY ATTORNEY'S LETTERHEAD)

Date (MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Oak Ridge
Loan # DWF 2019-216

Dear Madam/Sir:

I am the City Attorney for Oak Ridge, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$ 3,288,000 .

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of Oak Ridge furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of Oak Ridge Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of Oak Ridge, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of Oak Ridge, Tennessee, a municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of Oak Ridge, Tennessee, a municipality.

Sincerely,

Name, Title
Firm

(PLEASE TYPE ON ENGINEER'S LETTERHEAD)

Date (MUST BE SIGNED ON OR AFTER THE DATE OF THE LOAN AGREEMENT SIGNATURE)

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: City of Oak Ridge
Loan # DWF 2019-216

Dear Madam/Sir:

We are the consulting engineers for the City of Oak Ridge, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$ 3,288,000 to finance the above referenced project, you have requested that the City of Oak Ridge furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City are sufficient based on a Rate Study dated _____ to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be _____.

Sincerely,

Name, Title
Firm

REPRESENTATION OF LOANS AND STATE-SHARED TAXES FOR TAX REVENUE ENTITIES

As security for payments due under a SRF loan agreement, a local government pledges user fees and charges and ad valorem taxes as necessary to meet its obligations under a SRF loan agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$ 4,416,870

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer	CW1 2013-324	\$3,590,032	\$398,892	\$201,024
SRF/Sewer	SRF 2013-325	\$12,683,578	\$0	\$708,504
SRF/Sewer	SRF 2014-337	\$2,691,716	\$0	\$158,832
SRF/Sewer	CG4 2017-356	\$1,860,000	\$140,000	\$111,756
SRF/Sewer	SRF 2017-396	\$3,100,000	\$0	\$182,772

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$ 1,362,888.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB	2004 Z16	\$7,049,360	\$0	\$440,585
QZAB/QSCB	2005 Z20	\$1,320,500	\$0	\$68,833
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$ 509,418.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$ 1,872,306.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated	Base Loan	Principal	Anticipated

		Interest Rate		Forgiveness	MADS
SRF/Water	DWF 2019-216	1.08%	\$3,288,000	\$0	\$675,811

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$ 675,811.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$ 1,868,753.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this _____ day of _____, 2019.

This is the Comptroller's certificate as required by TCA 4-31-108.

LOCAL GOVERNMENT

**BY: _____
The Honorable Warren Gooch, Mayor**

**PUBLIC WORKS DEPARTMENT MEMORANDUM
19-21**

DATE: March 21, 2019
TO: Mark S. Watson, City Manager
FROM: Shira A. McWaters, P.E., Public Works Director
SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES – 16 MGD WTP DESIGN

Introduction

An item for City Council consideration is the recommendation of a professional services agreement with Jacobs Engineering Group, Inc., Knoxville, TN for professional services in connection with the design, permitting and bidding services for a new 16 million gallon per day water treatment facility in a fix fee amount of \$3,133,000.

Funding

Funding for professional engineering services is available from the TDEC State Revolving Fund (SRF) loan DWF 2019-216 in the amount of \$3,288,000.

Background

A study was completed by Jacobs Engineering Group, Inc. (Jacobs) in 2016 that evaluated needed improvements at the existing WTP versus the construction of a new plant to meet potable drinking water needs for the City and Y-12 complex. The recommendation from this study and selected alternative was to build a new 16 mgd WTP at the existing river intake site.

A Facilities Plan and Preliminary Engineering Study was completed by Jacobs in July 2018 that outlined future water demands, existing water quality parameters, and WTP components needed for the design and construction of the new WTP. A new ultra-filtration membrane plant is proposed with a design capacity of 16 mgd. The new plant will be located at the existing river intake site and will include the construction of the plant, a new electrical system, mechanical and electrical upgrades to the existing raw water intake, a new 1.0 million gallon finished water tank located on site, high lift pumps, and approximately 2.75 miles of new transmission main. The conceptual engineering design and construction estimate for the new plant is \$41.81 million.

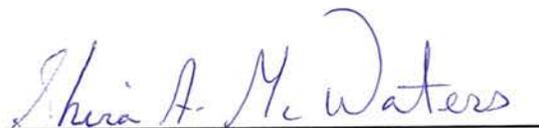
The City has been selected to receive Drinking Water State Revolving Fund (DWSRF) loan money (DWF 2019-216) for the design of the new plant in the amount of \$3,288,00 million. The required public meeting regarding the DWSRF loan was held during the February 11, 2019 City Council Meeting. The professional service contract provided herein is a continuation of the prior two studies completed by Jacobs and will allow the City to engage Jacobs for the design, permitting and bidding of the new plant.

Recommendation

A written proposal was received from Jacobs to provide design, permitting and bidding services for this project. Based on the review of the scope of work and submitted cost proposal, Staff recommends a Professional Service Agreement with Jacobs. Adoption of the attached resolution is recommended.

Attachment(s)

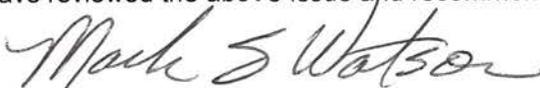
Jacobs Engineering Group Inc. Proposal
TDEC Financial Sufficiency Approval



Shira A. McWaters, P.E.

City Manager's Comments:

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


Mark S. Watson

4-3-19
Date



Jacobs Engineering Group, Inc.
2095 Lakeside Centre Way, Suite 200
Knoxville, Tennessee 37922 USA
865.560.2801 / Fax 865.560.2802

March 19, 2019

Mrs. Shira McWaters, Director
Public Works Department
City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831-001

Subject: Detailed Design, Permitting, and Bidding Services for the new City of Oak Ridge Water Treatment Plant

Dear Mrs. McWaters,

Jacobs is pleased to provide this proposal for Professional Engineering Services in connection with the new Water Treatment Plant. We understand that the City of Oak Ridge desires assistance with the preparation of detailed design documents, permitting, bidding and construction contract award assistance for the proposed new Water Treatment Plant, Finished Water Transmission Main, and Finished Water Storage Tanks as detailed in the July 2018 Water Treatment Plant Facilities Plan/Preliminary Engineering Report.

Based on our understanding of the project, we offer the attached Scope of Services (Exhibit A) and Compensation (Exhibit B) proposals to be appended to the City's Professional Services Agreement.

Please let Ben Simerl or Bob Frear know if you have any questions or need additional information.

Thank you for this opportunity to serve you on this important project.

Sincerely,

Chrissy Thom
Operations Lead, Southeast

Project Description and Understanding

The City of Oak Ridge operates a publicly owned water treatment and distribution system. As detailed in the July 2018 Water Treatment Plant Facilities Plan and Preliminary Engineering Report, the City needs to construct a new 16-MGD Water Treatment Plant at the existing Raw Water Intake Site. To replace aging facilities, improve treatment, and provide capacity for future growth, the proposed improvements generally include upgrades to the existing raw water pump station screens and pumps, a new 16-MGD membrane filtration system, new chemical storage and feed systems, a 1.0 MG Clearwell, a new high-service pump station, a new finished water transmission line and rehabilitation of the existing 4 MG and 3 MG finished water storage tanks.

Specific design features for the project, based on recommendations in the PER, consist of the following:

Raw Water Intake, Pump Station, and Pipeline

- Replace Existing Traveling Screens
- Replace Existing Vertical Turbine Pumps with New Pumps, Motors, VFDs
- Replace Pump Station Valves and Piping
- Lighting, Power, Instrumentation and Controls Replacement
- New 24-inch Water Line between the Raw Water PS and the WTP
- Maintain existing Raw Water Line for Redundancy
- New Raw Water Chemical Storage and Feed Systems (peroxide oxidation and coagulant)

Membrane Filtration Plant

- Coagulant Addition and Mixing; Single-stage Flocculation
- Strainers
- Ultrafiltration Membrane Filtration
- Chemical Storage and Feed Systems (disinfection- on-site sodium hypochlorite, fluoridation, and corrosion control)
- 1 MG Clearwell Storage Tank
- Membrane Backwash Handling, Dewatering, Disposal, Discharge
- Clean-in-place (CIP) System
- Backup Engine Generator
- Transformer and 460V Motor Control Center
- Instrumentation and Control System Laboratory and Control Rooms
- Operator and Superintendent Offices and Maintenance Rooms
- Finished Water Pump Station with VFDs

Finished Water Pipeline

- New 36-inch Water Transmission Line between the new WTP and existing Finished Water Storage Tanks.
- Maintain one of the two existing 24-inch Water Lines for Redundancy

Finished Water Storage Reservoirs

- Rehabilitation of the existing 4 MG and 3 MG Finished Water Storage Tanks

Jacobs proposes the following Scope of Services for the new WTP:

Work Approach

The project design work will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The four phases, as described below, will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the City's personnel, key individuals from the Jacobs project team and others as needed; the design review workshops will be conducted at critical design milestones as identified in the following section.

Task PM – Project Management

Objective

Provide project-level management oversight, coordination and permitting. This task provides centralized project controls and performance tracking.

Approach

The project management approach will have a Project Manager, responsible for day to day coordination with the City for design coordination, and the primary point of contact. The Project Manager (PM) will have a Design Manager reporting to him who in turn, is responsible for the day-to-day management of the design tasks. In addition to formal workshops, the PM will participate in project review conference calls with the City to review overall Jacobs progress on the design engineering task and will prepare monthly project status reports.

Subtasks

1. Project Management Plan - prepare the detailed project management plan that will be used during the execution of this project work. Specific elements of the plan will include:
 - Project Instructions: Define City of Oak Ridge and Jacobs project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
 - CAD/CAE Standards: Define CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
 - Quality Management Plan: Jacobs will use its standard continuous quality control process. The QMP will define the quality control process as customized for this project.
 - Project Health and Safety Plan: Jacobs will develop a health and safety plan to apply to all employees working on this project. It will address safety in the office and during site visits and include any requirements by the City.
2. Project Management – Day to day coordination of activities of all tasks; including project delivery performance management and reporting.
3. Project Controls, reporting and invoicing.
4. Scheduling – develop and maintain an integrated project schedule.
5. Procurement – execute and manage subcontracts and purchase orders to support project activities. Specific procurement support is budgeted in the respective tasks.
 - a. Site Survey
 - b. Geotechnical Investigation
 - c. Membrane Manufacturer – Early Engineering Package
6. Document Controls – Maintain internal/external project collaboration websites and manage storage/archiving of official documentation

Deliverables

- Project Instructions
- Monthly Project Report
- Health and Safety plan for field activities

- Baseline Task Schedule
- Baseline Task Budget

Assumptions/Clarifications

Jacobs has assumed a 52-week project schedule for project management for Tasks 1-4 (Preliminary and Detailed Design).

Task 1: Project Definition Phase

The primary purpose of the project definition phase is to firmly establish the project design criteria. Work of this project definition phase as defined below will culminate in the preparation of the Project Definition Report. The report will contain the following information:

Subtask 1.1: Define Client Objectives, Standards and Preferences

The purpose of this task is to define the Owner's objectives and success factors for the project and to document the City's institutional standards as they pertain to this work. Jacobs will conduct a one-day chartering and kick-off workshop with key City's personnel and other stakeholders to obtain the pertinent information. Project objectives and standards in the following areas will be considered:

- Project objectives: Discussion of the overall purpose for this project to ensure that all participants have the same understanding. The City will define for the project team what will make this a successful project from their perspective.
- Communications procedures: Joint definition of the verbal and written communications practices and procedures.
- City design criteria standards and preferences: Identify any City standards for design criteria or standard products. Discuss any City preferred equipment types, suppliers and vendors.
- Graphic standards: Standard drawing size/border, standard symbols/legends, CAD software standards (including software versions), requirements for electronic deliverables, standards/preferences for P&IDs, process flow stream IDs etc.
- Procurement policies: Bidding/procurement requirements, sole source restrictions, any existing master agreement for the purchase of materials, and equipment.
- Labor standards and policies: Design provisions for staff/visitors with accessibility limitations, any existing noise restrictions, any existing labor union restrictions, site security requirements, parking requirements etc.
- Water Quality and Benchscale Testing: Establish raw and finished water quality parameters for the project design and assist the City with benchscale performance testing to verify proposed membrane system performance. Jacobs will develop a benchscale testing protocol to guide the work, offer assistance during testing and develop a report. Jacobs will also obtain and summarize operational experience of WTPs that use the same source water as the new membrane plant.
- Equipment and materials: Preferences on indoor versus outdoor locations for equipment, HVAC preferences (natural gas vs. electric heat, A/C requirements, etc.), preferred equipment types and suppliers, local control/local disconnect preferences (lockable MCCs versus local disconnect switches), preferences regarding the use of adjustable frequency drives etc.

Chartering and Kick-Off Workshop

Objective

Conduct a Chartering and Kick-off Workshop at the project site to facilitate project scope and delivery alignment between the City and Jacobs team. Discussion will include the overall purpose for this project to ensure that all participants have the same understanding. The City will define for the project team what will make this a successful project from their perspective.

- Communications procedures: Joint definition of the verbal and written communications practices and procedures.

- City design criteria standards and preferences: Identify any City standards for design criteria or standard products. Discuss any City preferred equipment types, suppliers and vendors.

Subtasks

1. Jacobs will prepare a Needs List of information required for preliminary engineering and will submit to the City Project Manager 1-week prior to the workshop; this needs list will be reviewed and updated throughout the project.
2. Jacobs will prepare a draft project agenda within 2-days before the planned workshop for review/input from the City. A tentative agenda will include:
 - i. Safety (City)
 - ii. Objectives and scope overview (Jacobs)
 - iii. Basis of design review (Jacobs)
 - iv. Detailed work plan and schedule review (Jacobs)
 - v. Data needs (Jacobs)
 - vi. Project administration/Reporting (Jacobs)
 - vii. Review preferences, objectives, critical success factors (City)
 - viii. Project change management (Jacobs)
 - ix. Follow-up Actions (Jacobs)
 - x. Site walk (Jacobs)
3. Jacobs key project team members will travel to and participate in the workshop.
4. Jacobs will publish meeting minutes from the workshop.

Deliverables

- Needs list of additional items for preliminary engineering.
- Draft and Final Chartering and kick-off workshop agenda.
- Chartering and kick-off workshop minutes.

Assumptions/Clarifications

1. Meeting will be held at the project site and will last 1 day.
2. Jacobs has included an allowance for 10 staff to participate in the kick-off in person.

Subtask 1.2: Define External Constraints and Standards

The purpose of this task is to define the external standards and criteria that influence the project design work. The standards and criteria in the following areas will be considered:

- Regulatory Agencies: Define the regulatory agencies with jurisdiction for this project and specific contact people. List all known permits required for construction and operation.
- Civil: Identify local stormwater control agency, document restrictions as they pertain to the proposed project, define permitting requirements; identify any local public work standards as they pertain to roads, stormwater, sewer etc.; any local restriction regarding dust control, demolition, construction traffic/noise, excess earthwork disposal, any existing floodplain restrictions, etc.
- Structural/Architectural/Mechanical: Identify local permitting agency, obtain current local design codes and standards that are in effect, define permitting requirements.
- Electrical/I&C: Define redundancy requirements, identify primary contact at local utility.
- Geotechnical and Site Surveying:

Task 2: Schematic Design Phase

The purpose of this task is to use the data and guidelines developed in the Project Definition Report, develop and evaluate alternative design concepts, and agree upon a single design concept. The end products from this task will include sketches and preliminary drawings which will provide sufficient information for City and agency review and design team coordination and review. Jacobs will conduct two one-day interactive

workshops with the City's personnel) prior to the conclusion of this task. Specific work activities and deliverables from this task are as identified below.

Subtask 2.1: Civil and Site Development

Schematic design work will include the following activities.

- Confirm adequacy of topographical and boundary mapping. Evaluate legal, ownership, permitting and zoning constraints. Identify environmentally sensitive areas such as wetlands, flood plains, known hazardous waste areas, etc.
- Develop two alternative plant site layouts. This will include activities such as: (1) determine structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) size and locate parking lots for employees and visitors to the facility; (4) determine emergency vehicle access requirements. (4) evaluate flood plain impacts and constraints; (5) locate storm water management facilities. (6) locate utility and piping corridors (horizontal and vertical).
- Coordinate with surveyors; define surveyors' scope of work; coordinate with geotechnical engineer on boring locations; record boring locations on site drawings.
- Develop preliminary erosion control plan for project. Determine if erosion control ponds are required; locate ponds on site plan drawings as required. Prepare preliminary storm water calculations suitable for submission to local site permitting authorities. Develop preliminary storm water control concepts (swales, curb, and gutter). Meet with local storm water and erosion and sediment control agency to determine permitting requirements for site plans, and impact of requirements on preparation of contract documents. Document findings.
- Set preliminary finished floor levels for new structures. Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.2: Architectural

Schematic design work for architectural will include the following activities:

- Perform a code review of existing facilities that require retrofit/rehabilitation to identify areas where the facilities do not meet current codes. Develop a plan to bring existing facilities into code compliance where necessary.
- Establish preliminary room sizes. Identify the adjacencies and functional requirements of each space. Establish architectural theme for exterior of building. Select interior and exterior construction materials for each building. Select roof type, slope, and roof support system for each building.
- Assign code classification to each building. Meet with local code official to review code classifications.
- Compile list of chemicals and amounts to be used. Coordinate with other disciplines (mechanical and electrical) to resolve code compliance issues specific to these disciplines (e.g., National Electrical Code and National Fire Protection Association 820 issues).
- Prepare preliminary building layouts (hand sketches including plans, sections, and elevations).
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.3: Structural

Schematic design for structural will include the following activities.

- Coordinate with architectural discipline on the selection of building concepts. Consult with lead process engineer on building/structure layouts.

- Develop building foundation and structure concepts based on schematic building layouts.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.4: Geotechnical

Schematic design for geotechnical will include the following:

- Determine site specific geotechnical conditions for each facility and structure. Develop specific foundation requirements.
- Verify constructability (shoring and bracing requirements, dewatering issues).
- Using existing geotechnical data and results of investigations, prepare foundation and corrosion control recommendations.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.5: Process

Schematic design for process will include the following:

- Determine size/capacity of all unit treatment processes and ancillary systems.
- Review capacity of all existing processes and equipment to remain in service where appropriate. Assign capacity to existing processes.
- Prepare process flow diagrams (PFDs).
- Prepare preliminary solids balance.
- Develop process narratives.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.6: Mechanical

Schematic design for mechanical will include the following:

- Select and size all major process equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for all process equipment.
- Prepare equipment list with sizing for major equipment. Coordinate with the owner on preferences of equipment manufacturer and processes.
- Prepare preliminary hand sketches for equipment arrangements.
- Prepare preliminary hydraulic profile.
- Review capacity and condition of all existing equipment to remain in service where appropriate. Assign capacity to existing equipment.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.7: HVAC/Plumbing

Schematic design for HVAC and plumbing will include the following.

- Select type of ventilation system to be used in process buildings (inlet air tempered with both inlet and outlet fans, simple exhaust fan system).
- Select type of heating system to be used (hot water boiler, hot air furnace, space heaters). Identify fuel (gas, oil, or other fuel) for heating buildings and identify local fuel storage requirements.
- Select type of air conditioning system to be used in personnel spaces (variable air volume system, zoned constant air volume system).
- Coordinate with the architectural discipline to establish design R-values for all exterior walls.

- Coordinate with local fire marshal and Architect to determine requirements for sprinklers and fire protection.
- Determine overall potable water requirements for the project. Confirm adequate quantity and pressure can be obtained from the local potable water supply utility.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.8: Instrumentation and Control Systems (I&CS)

Schematic design work for the instrumentation and control will include the following activities.

- Coordinate with the process engineer(s) to prepare a process flow drawing (PFD) for each treatment process. Information to be included on each PFD includes at a minimum: Process configuration, flow streams, valve and gate locations (manual and powered), chemical additions points/types, process equipment location/type including packaged control panels and adjustable-speed drives, flow meters and other process control devices.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Work with Process Engineer to prepare written operational description of each major process.
- Develop overall control philosophy including local control approach, control system, level of automation, supervisory control.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.9: Electrical

Schematic design work for electrical will include the following.

- Prepare preliminary overall one-line diagram for proposed facilities.
- Prepare preliminary load calculations.
- Size electrical rooms.
- Determine number of electrical feeds to be provided to facility. Coordinate with local power utility to determine locations of power feeds, voltage, billing details (peak usage rates), requirements for reduced voltage starters, substation requirements
- Determine redundancy requirements for power supplies and power distribution.
- Establish preferred voltages for power distribution and utilization equipment.
- Coordinate with other disciplines (architectural, mechanical) to resolve code compliance issues specific to these disciplines. Develop preliminary schedule of hazardous and corrosive locations.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 2.10: Preliminary Engineering (30%): Opinion of Probable Construction Cost

Jacobs will prepare an opinion of probable construction cost at the complete of the schematic design phase to provide a benchmark on the expected project cost and provide an opportunity for review of project scope to ensure compliance with the project's funding limitations.

Subtask 2.11: Schematic Design Workshop

Jacobs will conduct a one-day with the City's personnel to review the work products from subtasks 2.1 through 2.10 as defined above. The workshop will be held in the City's office. Final minutes from the workshop, and the work products as defined above will be assembled in the Schematic design report and submitted to the City electronically.

Task 3: Design Development Phase

The purpose of this task is to utilize the conceptual decisions of the project that were made in the previous phase and to complete and finalize the preliminary calculations of the previous phase, develop the project design to achieve a true “design freeze” at the conclusion of this phase. Structures, equipment, major plant piping, process, site plan are all finalized during this phase to allow final detailing of the same in the next phase of design. Drawings and other materials that may be required exhibits for environmental permit applications will be available at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase. Specific activities, and work products from this phase are described in the following subtasks:

Subtask 3.1: Design Management

- Update work plan.
- Conduct initial constructability review.
- Conduct initial operability review.

Subtask 3.2: Civil and Site Development

- Freeze civil design concept. Structures, road, and major site element horizontal locations are finalized. Structure floor/control levels, and finished grades are finalized.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site grading drawings.
- Download survey data to create site-drawing files for final design.
- Set final building and structure elevations.
- Develop preliminary yard piping (18-inches and larger) and plant drain layouts. Identify corridors for smaller piping and other utilities. Pipes 4-inches and smaller in diameter will be field routed.
- Show storm water control concepts (swales, curb, and gutter) on the design development drawings.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures. Coordinate handicap requirements with architectural discipline and local site plan regulations.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.3: Architectural

- Develop 3-D electronic models or building floor plans and elevations for all buildings.
- Coordinate with I&C and electrical disciplines to size and locate electrical and control rooms.
- Coordinate with the mechanical discipline to select the type of HVAC equipment, locate HVAC equipment rooms, determine space requirements and routing for ductwork if required, and establish design R-values for all exterior walls.
- Coordinate with structural engineer to define the structural design concepts for the facilities.
- Establish applicable codes for all buildings/structures with local code officials and fire marshal. Complete building and fire code analysis. Meet with local code official to review floor plans.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.4: Structural

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities. Review geotechnical report and discuss foundation design approach with geotechnical engineer and senior structural reviewer
- Document structural design concept for each building (room by room) and structure. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc.).
- Preliminary framing plan for buildings and other structures.
- Prepare 3-D electronic models or preliminary floor plan for all major structures.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.5: Process

- Final major equipment sizing calculations.
- Coordinate with I&CS on completion of P&IDs.
- Coordinate with I&CS on development of process control narratives.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.6: Mechanical

- Calculate the hydraulic profile for all-major gravity process pipelines and hydraulic structures. Establish maximum and minimum water surface elevations for all process tanks.
- Prepare 3-D electronic models or building and structure layouts (plans and major section(s)).
- Assemble catalog cuts for all major process equipment. Complete equipment data sheets or equipment list on all major equipment items.
- Coordinate with I&CS in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.7: HVAC/Plumbing

- Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials. Prepare HVAC equipment data sheets and cut sheets.
- Create ventilation concept drawing (louver locations, fan locations, type of equipment, air flows).
- Identify routing or right-of-way for major duct runs. Locate major air handling equipment. Confirm size of mechanical equipment rooms.
- Prepare HVAC system block diagrams. Define HVAC system control philosophy.
- Coordinate with civil engineer for potable water and fire water supply and distribution, as well as plant drain system.
- Prepare first draft of technical specifications including performance specifications for HVAC and plumbing design by the contractor.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.8: Instrumentation and Control

- Finalize hand annotated internal reference P&IDs for internal coordination use.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS). Coordinate I/O rack room sizing with electrical and architectural disciplines.
- Summarize I&C system design philosophy for each major process in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.
- Coordinate with HVAC engineer regarding control system requirements.
- Define control interfaces for all package systems with local controls, including adjustable frequency drives.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.9: Electrical

- Determine number of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered out of each MCC. Prepare preliminary one-line diagrams for proposed facilities. Coordinate with lead process engineers to size equipment motors.
- Prepare detailed electrical load calculations.
- Size electrical rooms and prepare a preliminary layout of the major electrical equipment located in each electrical room. Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Define/document requirements and concepts for special systems: Telephone (including incoming service location, scope of supply, etc.), Data highway (control system), Data highway (LAN, office automation) and Fire alarm system.
- Submit load calculations and one-lines to electric utility for review. Identify rights-of-way and routing methods for electrical conduit and tray. Lay out duct bank system (major runs/manholes). Locate incoming power service and primary power transformers. Coordinate with civil yard piping. Locate manholes and hand holes.
- Provide a new self-contained generator and integral fuel storage system for backup power for the new facilities, systems and components.
- Prepare preliminary site lighting layout.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and document.
- Prepare first draft of technical specifications including performance specifications for interior lighting design by the contractor.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 3.10: Design Development Workshop

Jacobs will conduct one 1-day design workshop to review the work products with the City's personnel and other key project staff. The workshop will be held in the City's office. The review drawings provided to the City will be extractions from 3-D models with limited annotation. The level of annotation will be similar to the sample previously provided to the City. Final workshop minutes, documenting the key

decisions, and the work products produced through subtasks above will be submitted to the City electronically.

Task 4: Construction Document Preparation

The purpose of this task is to develop the final contract drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

Subtask 4.1: Design Management

- Update work plan.
- Conduct final constructability review.
- Conduct final operability review.
- Purge project files of irrelevant and extraneous material. File all relevant information.
- Update schematic design opinion of probable construction cost. Estimate will be a Definitive Level estimate (Class 2 – AACE). Estimate will have an accuracy of +15%/-15%.

Subtask 4.2: Contract Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. City input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with City on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.

Subtask 4.3: Final Review Workshop

Jacobs will conduct one 1-day workshop to conduct a final review of the work products with the City's personnel and other key project staff. The City will prepare one set of collated comments and submit them to Jacobs. The workshop will be held in the City's office. Final workshop minutes, documenting the key decisions and responses to the City's comments will be submitted to the City.

Subtask 4.4.: Incorporation of Final Review Comments

Jacobs will modify the contract documents to reflect all agreed upon final review comments from the City, applicable regulatory agencies and Jacobs' quality control review team. The final documents will then be submitted to the City.

Task 5: Permitting and Funding Agency Coordination

Permitting services and funding agency coordination will include:

- Submit the Client approved design documents for TDEC State Revolving Loan Program and Division of Water Resources review.
- Develop and submit a SWPPP to TDEC for the construction stormwater permit.
- Develop for the City's submittal to TDEC an NPDES Permit for General Discharges from the WTP.
- Coordinate with Funding Agencies (TDEC SRF and EPA WIFIA) on project progress, meetings, program compliance, loan budgeting, and loan disbursement requests during construction.
- Coordinate with US Army Corps of Engineers on any stream or wetland impact associated with project.

- Coordinate with TVA an encroachment agreement for a pipeline crossing beneath a TVA power transmission line.

Task 6: Bid and Award Phase Services

Bid and award phase services shall include:

- Assist City in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
- Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- Prepare additional Bidding Documents or Contract Documents for alternate bids or prices requested by City for the Work or a portion thereof.
- If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions below regarding additional compensation for an excessive number of such substitute or "or equal" submittals.
- The Engineer will conduct a pre-bid conference and facility walkthrough with interested bidders.
- Attend the bid opening, prepare bid tabulation sheets, and assist City in evaluating bids or proposals and in assembling and awarding contracts for the Work.
- Assist City with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- The Engineer will make a recommendation for award to the Client, provide a tabulation of bids received, and conform the contract documents for execution incorporating any addenda issued.
- The Engineer shall provide services for one bid process covering a maximum of three (3) construction contracts. Separate construction contracts are anticipated for the Water Treatment Plant, Water Transmission Lines, and Finished Water Storage Tank Rehabilitation. Services for any rebids will be considered additional services.

The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

Exclusions and Services Not Included in Fee Proposal

The following is a list of exclusions for specific items that are not part of the Engineer's Scope of Services. The City may elect to request the following services from Jacobs during the project. The scope, schedule and fee for each additional service will be negotiated and approved by the City prior to Jacobs beginning the associated work.

- Sprinkler systems for any of the proposed structures other than the Membrane Filtration Building. Sprinklers are not required by the City for buildings less than 10,000 sf.
- Deep foundation system design (piles) is excluded. Estimate of hours for structural design based on spread footings/mat slabs.
- Permitting fees to regulatory agencies.
- Historical, cultural, or environmental permitting.
- Upgrade or modifications of any existing building or structures including a feasibility study to make sure the proposed modifications can be implemented cost-effectively.
- Power system analyses for existing facilities.

- Modification or expansion of the I&C system for the existing facilities.
- Installation of sprinkler systems in any existing buildings.
- Multiple construction phases or schedules. The work is planned around a maximum of three (3) construction contracts.
- Studies including comparison of unit treatment process and major equipment alternatives based on project-specific criteria, constraints or costs, wetlands mitigation, archaeological investigations, site history investigations, hazardous wastes, corrosion of existing piping, asbestos presence and similar study efforts.
- Design criteria summary published with the contract drawings.
- Legal, easement or plat surveys.
- Additional alternative plant site layouts.
- Addition of ADA compliant features to facilities other than the Administration/Operations Building.
- Evaluation of any structural problems associated with any existing plant facilities.
- Electrical and building code review of existing facilities to identify areas where the facilities do not meet current codes.
- Provisions for plant expansion other than spare equipment pads, plugged piping connections, or stub walls.
- Alternative designs to accommodate the products of more than one vendor or supplier.
- Pre-purchase of selected equipment.
- Pre-negotiation of prices for selected equipment.
- Location/verification of existing below ground utilities.
- Provision of pile foundations, over excavation, preload, or underdrain systems.
- Instrumentation and control to match the existing system and components.
- Additional control system features including:
 - Communications and paging systems
 - Security systems
 - Closed circuit television systems
 - Cable TV systems
 - Preventive maintenance software
 - Process management reporting
 - Laboratory information systems
 - Information Technology needs such as LANs, WANs and Intranets.
- Monitoring of plant facilities from a remote site.
- Remote control other than by PLC of any existing or new components.
- A new secondary source of power from the local electric utility.
- A project delivery analysis, which will include consideration of the following elements:
 - Identification of alternative contract packaging strategy, including the number of packages as well as scope of each package.
 - A project delivery workshop with the City's personnel to present the alternatives, and the relative merits/demerits of each.
 - A CPM schedule for the selected delivery plan.
 - Development of contract interface restrictions and milestones based on the schedule.
 - A review of the existing plant operating facilities that are impacted by the proposed construction.
- Use of City provided legal sections or technical specifications.
- 3-D renderings and services to support local public interest efforts.
- Earthwork balance.
- Landscaping or irrigation drawings other than identification of areas to receive seed or sod.

- Site work, including road repaving, in areas outside those needed for the new facilities.
- Specific routing and location of exterior pipes 3-inches in diameter and smaller.
- I&C or electrical control or wiring diagrams.
- Rebar presentations in lieu of rebar schedule or abbreviated rebar presentation.
- Detailed HVAC duct routing drawings and technical specifications.
- Standard details bound with drawings in lieu of 8-1/2 x 11 separate volume.
- Tables and schedules bound with the drawings instead of the specifications.
- Corrosion control systems other than materials selection and coating.
- Point-to-point wiring diagrams.
- Routing and location of interior electrical conduits.
- Buried electrical duct bank sections and profiles.
- Salvaging or relocation of materials and equipment.
- Partial demolition of existing structures, buildings and underground utilities.
- Relocation of utilities except for reasons of avoiding conflicts or allowing needed construction.
- Construction cost estimates other than those provided at the end of the Schematic Design and Contract Document phases.
- Process control system software development.
- Additional Jacobs representatives at one or more workshops.
- Adjudication of and response to more than one set of City review comments per deliverable.

Client's Responsibilities

The Client shall provide the Engineer with the relevant data necessary to develop the detailed design documents. This includes:

- Existing WTP drawings and geotechnical reports;
- Access to WTP for site visits, as needed;
- Review design drawings, details, and specifications. Provide comments to Engineer no later than two weeks after receipt of documents.

Times for Rendering Services

Engineer proposes to provide the services necessary to complete the work in a timely manner. The proposed schedule is based on the orderly and continuous progression of the work through completion. In the event that issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly. The anticipated schedule of events is listed below:

	<u>Estimated Date</u>
Notice to Proceed	May 2019
Basis of Design and Equipment Visits	May - June 2019
Project Definition Phase (15%) Complete	July 2019
Schematic Design Phase (30%) Complete	October 2019
Design Development Phase (60%) Complete	January 2020
Construction Document Phase (90%) Complete	April 2020
TDEC Review / Loan Process	April - June 2020
Bid Process	June - July 2020
Award	August - September 2020
Begin Construction	October 2020
Complete Construction	April 2022

Cost Estimate Disclaimer

Any cost estimates provided by Consultant will be on a basis of experience and judgment. Since Consultant has no control over market conditions or bidding procedures, Consultant does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

Environmental Disclaimer

City shall be responsible for all Hazardous Materials at the Site (known or unknown), which shall include any Hazardous Materials existing on the Site as of the Effective Date of the Agreement, whether or not detected by Consultant or otherwise, and any Hazardous Materials brought to the Site by any other party other than Consultant, anyone employed by the them, or anyone for whose acts Consultant may be liable, including, at City's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation, and disposal from the Site of all such Hazardous Materials, and (ii) for any environmental condition caused by such Hazardous Materials. City's obligations shall include obligations with respect to a release or discovery of Hazardous Materials by Consultant or its Subcontractors that have been or are brought to the foregoing areas by third parties other than the Consultant, a Subcontractor, anyone employed by them, or anyone for whose acts Consultant or Subcontractor may be liable.

Indemnification

Paragraph 13 of the Professional Services Agreement shall be modified as follows:

To the fullest extent permitted by all applicable laws and regulations , Jacobs hereby agrees to protect , indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims , loss, expense, damage, charges and costs ~~direct, indirect or consequential~~ (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of ~~persons~~ third parties and injury to or destruction of property of third parties ~~suffered or alleged to have been suffered as a result of~~ to the extent caused by any negligent act or omission on the part of Jacobs, any of Jacobs's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by Jacobs or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in this Agreement , except such injury, destruction or death as may be caused by the acts, omissions, ~~sole negligence~~ or fault of the City.

~~When the City submits notice, Jacobs shall promptly defend any aforementioned action.~~ In any and all claims against the City or any of their consultants, agents or employees by any employee of Jacobs, any of Jacobs's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by Jacobs or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in this Agreement. the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Jacobs or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit Jacobs's obligations under this section. The terms of this section shall survive the termination or suspension of this Agreement.

Limitation of Liability

Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth herein shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of the parties, their respective employees, or subconsultants.

Limited Agency – Bid and Procurement Services

If this Agreement authorizes CONSULTANT to perform bid and/or procurement services, the following terms will apply:

1. CLIENT appoints CONSULTANT as its Agent, and CONSULTANT accepts such appointment to perform bid/procurement services on CLIENT's behalf in connection with the project.
2. Such services shall be performed under CLIENT's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as CLIENT may in its sole discretion at any time instruct CONSULTANT to use. All services shall be carried out in accordance with the procedures mutually agreed upon by CLIENT and CONSULTANT.
3. CONSULTANT shall not have authority to accept or bind CLIENT in any way to changes, modifications, revisions, alterations, amendments, or supplemental, additional, or different terms and conditions (hereinafter referred to as "deviations") which may be submitted or requested by a

vendor or contractor. CONSULTANT shall immediately submit any deviations from CLIENT's standard terms and conditions to CLIENT for review by CLIENT's Purchasing Manager or his representative and such deviations shall not be accepted by CONSULTANT unless CONSULTANT receives express written approval thereof from CLIENT's Purchasing Manager or his representative.

4. All documents issued by CONSULTANT hereunder shall be signed by CONSULTANT for CLIENT if so directed. The ownership and title of all items purchased hereunder shall pass directly from the selling party to CLIENT, and CONSULTANT shall at no time be a party to such transaction other than as agent of CLIENT. CLIENT shall have the unilateral right to have the commitment authority of CONSULTANT, its employee or this limited agency authorization in its entirety revoked and cancelled at any time, with or without cause. CLIENT shall be obligated directly to the selling party for all payments for materials, equipment, supplies and services procured hereunder.
5. CLIENT shall hold CONSULTANT and its employees harmless from any claims, suits or liabilities arising out of any breach or other failure of performance by any contractor, vendor or supplier under any contract or purchase order issued by CONSULTANT hereunder.

Exhibit B - Compensation
New 16-MGD Membrane WTP
City of Oak Ridge, TN
March 19, 2019

Compensation

For the services described in Exhibit A, Tasks 1 through 6, the Client agrees to pay the Engineer monthly, for work completed.

Payment for services of Tasks 1 through 6 will be on a fixed fee basis according to the budgets noted below. These budgets are based on the estimated labor effort and expenses according to the Schedule requirements provided in Exhibit A. The Engineer proposes to complete the Scope of Services for the Total Budget established below:

	Budget
Task 1: Project Definition Phase	\$324,000
Task 1A: Geotechnical Subconsultant Allowance	\$65,000
Task 1B: Surveying Subconsultant Allowance	\$25,000
Task 2: Schematic Design Phase	\$424,530
Task 2A: Wigen Water Technologies Engineering Allowance	\$79,770
Task 3: Design Development Phase	\$642,700
Task 4: Construction Document Preparation	\$1,412,800
Task 5: Permitting and Funding Agency Coordination	\$86,600
Task 6: Bid and Award Phase Services	\$72,600
TOTAL, Tasks 1-6	\$ 3,133,000

Subconsultants

An allowance for the base geotechnical report is included above in the Project Definition Phase. If additional geotechnical investigations, such as void mapping or open trench excavations, are warranted due to unforeseen subsurface conditions, those investigations will be considered additional services and will be discussed with the City prior to initiation.

Subconsultants are included above for surveying and membrane manufacturer design engineering subconsultant services.

Additional Services

Should the Client require additional services beyond the Scope of Services defined in Exhibit A, the Engineer will provide the extra services and invoice Client according to the Time & Materials provisions established.



Department of
**Environment &
Conservation**

January 3, 2019

The Honorable Warren Gooch, Mayor
City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831

RE: Financial Sufficiency Approval
City of Oak Ridge (Anderson and Roane Counties), TN
DWF 2019-216: GREEN – New Water Treatment Plant (Construction of a 16MGD WTP) –
Planning and Design Loan

Dear Mayor Gooch,

The State Revolving Fund Loan Program has determined that the City of Oak Ridge's current user rate structure as adopted in the Ordinance No. 9-2017 effective date July 20, 2017 for the Waterworks Fund is sufficient to repay the proposed \$3,288,000 Drinking Water SRF loan. This is based on a review of audited financial statements for fiscal years 2015 through 2017; projections of revenue and expenses through June 30, 2024, and user rates. DWF 2019-216 is for \$3,288,000 without Principal Forgiveness.

The SRF Loan Program reserves the right to conduct new or additional financial evaluation at any time prior to the actual loan being awarded if, in the opinion of the SRF program, circumstances warrant such re-evaluation. Thank you for your interest in the SRF program. You can proceed with scheduling your public meeting at this time.

Please contact me at (615) 253-7318 or Dustin.M.Green@tn.gov if you have any questions or need additional assistance.

Sincerely,

A handwritten signature in black ink that reads "Dustin M. Green".

Dustin M. Green, CPA
State Revolving Fund Loan Program, Admin and Financial Section

cc: Shira McWaters, City of Oak Ridge
Benjamin Simerl, Jacobs Engineering Group, Inc.
SRF Loan Program Managers and Staff
User Charge System File

RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC., KNOXVILLE, TENNESSEE, FOR THE DESIGN OF THE PROPOSED NEW WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$3,133,00.00.

WHEREAS, by Resolution 4-24-2016, City Council authorized a professional services agreement with Jacobs Engineering Group, Inc., for an evaluation of the Water Treatment Plant; and

WHEREAS, by Resolution 2-14-2017, City Council adopted the Oak Ridge Water Treatment Plant Evaluation Report, dated November 18, 2016, prepared by Jacobs Engineering Group, which report recommended construction of a new water plant at the existing raw water intake as a cost effective alternative to upgrading the existing plant; and

WHEREAS, by Resolution 8-93-2017, City Council authorized a professional services agreement with Jacobs Engineering Group, Inc., for a preliminary engineering report for the proposed new water treatment plant; and

WHEREAS, Jacobs Engineering Group has submitted a proposal to design the proposed new water treatment plant, as well as for permitting and bidding services; and

WHEREAS, the City Manager recommends approval of a professional services agreement with Jacobs Engineering Group for these services.

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 a Professional Services Agreement with Jacobs Engineering Group, Inc., Knoxville, Tennessee, for design the proposed new water treatment plant, as well as for permitting and bidding services, is hereby approved in an amount not to exceed \$3,133,000.00.

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

This the 8th day of April 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk