

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

September 9, 2019 - 7:00 p.m.

AGENDA

I. INVOCATION

Chaplain Darrell Cook, Oak Ridge Police Department

II. PLEDGE OF ALLEGIANCE

Glenwood Elementary School Student Leaders Committee

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

Proclamations

- a. A proclamation recognizing the 73rd Annual NAACP State Convention in Oak Ridge September 26-28, 2019
- b. A proclamation designating September 19, 2019 as Contact Care Line Simple Kindness Day
- c. A proclamation designating September 21, 2019 as Historically Black Colleges and Universities Expo Day

V. SPECIAL REPORTS

(NONE)

VI. CONSENT AGENDA

- a. Approval of August 12, 2019 City Council regular meeting minutes
- b. Approval of August 20, 2019 City Council special meeting minutes
- c. 2019-2020 Youth Advisory Board Goals and Objectives

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

- a. AN ORDINANCE TO AMEND SUBAREAS B, F, AND J 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. **(Public hearing is required.)**
- b. AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY UPDATING THE FOLLOWING SECTIONS: ARTICLE 2, TITLED "SCOPE OF CLASSIFIED SERVICE"; SECTION 5.3, TITLED "ENTRY LEVEL SALARY RATES"; SUBSECTIONS B AND C OF SECTION 5.4, TITLED "COMPENSATION PLAN ADMINISTRATION"; SECTION 5.5, TITLED "CITY ATTORNEY AND CITY DEFENSE ATTORNEY"; SECTION 6.5, TITLED "CALL-OUT GUARANTEE"; SUBSECTION 7.2.B, TITLED "NEPOTISM"; SUBSECTION 7.2.D, TITLED

“RE-EMPLOYMENT RIGHTS”; SUBSECTIONS B AND H AND FINAL PAYMENT OF SECTION 9.1, TITLED “TERMINATIONS”; SUBSECTION C OF SECTION 10.3, TITLED “GRIEVANCE PROCEDURE”; SUBSECTION C OF SECTION 11.1, TITLED “GENERAL LEAVE”; AND SUBSECTION A OF SECTION 11.2, TITLED “EMERGENCY LEAVE”; ALL FOR THE PURPOSES OF UPDATING THE PERSONNEL PLAN AS SET FORTH BELOW.

VIII. FINAL ADOPTION OF ORDINANCES

(NONE)

IX. RESOLUTIONS

- a. A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DR. MATT JINKS, MARYVILLE, TENNESSEE, TO PROVIDE VETERINARY SERVICES AT THE OAK RIDGE ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED \$93,300.00.
- b. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FOXPE, LLC, NASHVILLE, TENNESSEE, TO PERFORM A NUTRIENT REDUCTION AND PLANT-WIDE STUDY FOR THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$102,000.00.
- c. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THE CENTRAL SERVICES COMPLEX ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$95,500.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO \$10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECT.
- d. A RESOLUTION AWARDED A CONTRACT (FY2020-006) TO CLASSIC PROTECTIVE COATINGS, INC., MENOMONIE, WISCONSIN, FOR REHABILITATION AND REPAINTING OF THE LOUISIANA AVENUE 100,000 GALLON ELEVATED WATER TANK IN AN AMOUNT NOT TO EXCEED \$366,400.00.
- e. A RESOLUTION AWARDED A CONTRACT (FY2020-030) TO WRIGHT CONTRACTING, INC., KNOXVILLE, TENNESSEE, FOR THE RENOVATION AND INSTALLATION OF SECURITY IMPROVEMENTS FOR THE UTILITY BUSINESS OFFICE IN AN AMOUNT NOT TO EXCEED \$311,525.00.
- f. A RESOLUTION AWARDED A CONTRACT (FY2020-007) TO COPELAND BROTHERS, INC., CLINTON, TENNESSEE, FOR THE LED STREET LIGHTING PROJECT ON MELTON LAKE DRIVE IN AN AMOUNT NOT TO EXCEED \$263,408.00.
- g. A RESOLUTION ESTABLISHING A NEW UTILITY DEPOSIT STRUCTURE FOR UTILITY ACCOUNTS EFFECTIVE OCTOBER 1, 2019.
- h. A RESOLUTION APPROVING A RATE CHANGE AMENDMENT WITH TVA WHICH MODIFIES THE WHOLESALE POWER RATE SCHEDULE TO INTRODUCE A GRID ACCESS CHARGE, EFFECTIVE OCTOBER 2019.
- i. A RESOLUTION APPROVING A RETAIL RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA TO IMPLEMENT A RATE ADJUSTMENT EFFECTIVE OCTOBER 2019.
- j. A RESOLUTION APPROVING A LONG TERM PARTNERSHIP AGREEMENT WITH TVA.

- k. A RESOLUTION AUTHORIZING AGREEMENT OF TERMS FOR A \$20,656,145 LOAN BY THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN PROGRAM THROUGH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. (Resolution will be forwarded once received from bond counsel)

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
19-18

DATE: September 1, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mary Beth Hickman, City Clerk
SUBJECT: PROCLAMATIONS FOR THE SEPTEMBER 9, 2019 CITY COUNCIL MEETING
AGENDA

The following proclamations are presented for the September 9, 2019 City Council meeting for the City Council's consideration:

A proclamation recognizing the 73rd Annual NAACP State Convention in Oak Ridge September 26-28, 2019

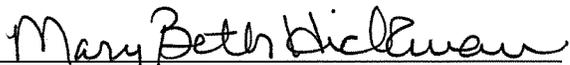
This request was submitted by City Manager Mark Watson to recognize the 73rd Annual NAACP State Convention, which is being held in Oak Ridge September 26-28, 2019.

A proclamation designating September 19, 2019 as CONTACT CARE LINE Simple Kindness Day

This request was submitted by Bruce Marshall with CONTACT CARE LINE as part of Suicide Prevention Awareness Month in September.

A proclamation designating September 21, 2019 as Historically Black Colleges and Universities Expo Day

This request was submitted by Yolanda Childs, President of Deltas of Oak Ridge, Inc. (DOOR) and member of the Oak Ridge Alumnae Chapter of Delta Sigma Theta Sorority, Inc., to designate September 21, 2019 as Historically Black Colleges and Universities Expo Day, in recognition of the 30th annual Expo being held at Roane State Community College in Oak Ridge.


Mary Beth Hickman

Attachments:

A proclamation recognizing the 73rd Annual NAACP State Convention in Oak Ridge September 26-28, 2019

A proclamation designating September 19, 2019 as CONTACT CARE LINE Simple Kindness Day

A proclamation designating September 21, 2019 as Historically Black Colleges and Universities Expo Day

PROCLAMATION

WHEREAS, founded in 1909, the National Association for the Advancement of Colored People (NAACP) is the nation's oldest and largest civil rights organization, whose members tirelessly advocate for social justice, equal opportunity and civil rights in their communities; and

WHEREAS, the Tennessee chapter of the NAACP is holding its 73rd Annual State Convention and Civil Rights Advocacy Training Conference in Oak Ridge; and

WHEREAS, the rich heritage of our city provides a wonderful backdrop to your efforts to educate, organize and mobilize your members to continue your tradition of fostering excellence and equity in legislation through advocacy leadership; and

WHEREAS, the City of Oak Ridge has long been in the forefront for equality and racial justice, as evidenced by Oak Ridge High School being the first integrated high school in the South in 1955, and by providing an interim facility for Clinton High School after it was bombed in 1958; and

WHEREAS, the Oak Ridge community also fosters a continuing dialogue with members of the clergy across denominations, as well as the local chapter of the NAACP, to promote social justice and equality of opportunity; and

WHEREAS, the mission of the NAACP is to eliminate racial prejudice and remove all barriers of racial discrimination through democratic processes; and

WHEREAS, this convention and training conference will empower your members with the tools necessary to influence public policy and civic engagement for generations to come.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the City Council hereby recognizes the

73RD ANNUAL NAACP STATE CONVENTION

in the City of Oak Ridge, Tennessee, and offers best wishes on a successful event.

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 9th day of September in the year 2019.

WARREN L. GOOCH, MAYOR

PROCLAMATION

WHEREAS, September is known throughout the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community; and

WHEREAS, in Tennessee, an average of three people dies by suicide every day; and

WHEREAS, as of 2017, suicide is the second-leading cause of death for young people ages ten to nineteen in Tennessee with one person in this age group lost to suicide every week, and every day at least one person over the age of forty-five is lost to suicide; and

WHEREAS, local organizations like CONTACT CARE LINE are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too much of a forbidden topic about which to speak openly; and

WHEREAS, hope, help, and healing are possible with the assistance of mental health and crisis services that are available in Tennessee, including the National Suicide Prevention Lifeline at 1-800-273-TALK (8255); and

WHEREAS, CONTACT CARE LINE is the only crisis center in our region that is a member ball center of the National Suicide Prevention Lifeline; and

WHEREAS, every member of our community should understand that throughout life's struggles, we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, we encourage all residents to take the time to inquire as to the well-being of their family, friends, and neighbors over the next few days and to remember that a simple phone call, message, handshake or hug can go a long way towards helping someone realize that suicide is not the answer; and

WHEREAS, supportive community connections can go a long way toward building a stronger community.

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

CONTACT CARE LINE SIMPLE KINDNESS DAY

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to support the efforts of the CONTACT CARE LINE and other organizations to address the problem of suicide and to practice simple acts of kindness in our daily lives.

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 9th day of September in the year 2019.

WARREN L. GOOCH, MAYOR

PROCLAMATION

WHEREAS, the Oak Ridge Alumnae Chapter of Delta Sigma Theta Sorority, Inc. and Deltas of Oak Ridge, Inc. (DOOR) will host the 30th Historically Black Colleges and Universities (HBCU) Exposition (HBCU Expo) on Saturday, September 21, 2019 at Roane State Community College in the City of Oak Ridge, Tennessee; and

WHEREAS, the purpose of the HBCU Expo is to increase awareness among students of the unique educational opportunities at HBCU's and to provide institutions with an opportunity to recruit students and to network with other recruiters; and

WHEREAS, the 2019 HBCU Expo will also promote Science, Engineering, Technology, and Mathematics (STEM) majors in an effort to decrease the widening gap between the number of STEM jobs available and the number of qualified workers to fill them; and

WHEREAS, in an area with a limited minority population, counselors are often not exposed to the benefits offered by HBCU's; consequently, recruiters, students, counselors and parents look forward to the Expo; and

WHEREAS, this is the only avenue in the East Tennessee area specifically designed to allow recruiters access to this essentially untapped market of new students to showcase the unique majors available at their college or university; and

WHEREAS, as a result of attending the Expo, many of the students have gone on to attend Historically Black Colleges and Universities.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that September 21, 2019 be designated as

HISTORICALLY BLACK COLLEGES AND UNIVERSITIES EXPO DAY

in the City of Oak Ridge, Tennessee, in recognition of the expanded educational opportunities offered by this worthwhile event.

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 9th day of September in the year 2019.

WARREN L. GOOCH, MAYOR

CONSENT AGENDA

OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

August 12, 2019

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on August 12, 2019 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

INVOCATION

The invocation was given by Reverend Tandy Scheffler, Oak Ridge Unitarian Universalist Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Wesley Alig, student at Jefferson Middle School, and Colton Wright, student at Woodland Elementary School.

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.

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 Recognition

City Manager Mark Watson recognized members of the International Friendship Bell Committee and City staff for receipt of the Sister Cities International Arts and Culture Award.

Proclamations

A proclamation recognizing the Clinton 12 Commemorative Walk

Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Hope seconded. The motion passed unanimously by voice vote with Councilmember Smith being absent.

A proclamation paying tribute to Liane Brauch Russell

Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Callison seconded. The motion was approved unanimously by voice vote with Councilmember Ellen Smith being absent.

A proclamation paying tribute to former Oak Ridge Mayor Roy Pruett

Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Hammond seconded. The motion passed unanimously by voice vote with Councilmember Smith being absent.

SPECIAL REPORTS

(NONE)

CONSENT AGENDA

The following item was removed from the Consent Agenda for discussion:

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STUDIO FOUR DESIGN, INC., KNOXVILLE, TENNESSEE, TO PERFORM ARCHITECTURAL SERVICES RELATED TO DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES OF A COMPUTER ROOM FOR THE ELECTRIC DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$45,385.00.

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

The Consent Agenda was approved unanimously as amended 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 July 8, 2019 City Council regular meeting minutes

Resolution No. 8-84-2019

A RESOLUTION APPROVING A FY2020 GRANT AGREEMENT WITH PREVENT CHILD ABUSE TENNESSEE FOR USE IN THE HEALTHY START OF ANDERSON COUNTY PROGRAM AND AUTHORIZING THE DISBURSEMENT OF BUDGETED FUNDS IN THE AMOUNT OF \$26,850.00 FOR THIS PURPOSE.

Resolution No. 8-85-2019

A RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT.

Resolution No. 8-86-2019

A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN H-GAC, A PURCHASING COOPERATIVE, AND MAKING AN AWARD TO EMERGENCY VEHICLE SPECIALIST, INC., NASHVILLE, TENNESSEE, THROUGH THE PURCHASING COOPERATIVE FOR FURNISHING VEHICLE RESCUE EXTRICATION EQUIPMENT FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$45,000.00.

Resolution No. 8-87-2019

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 FORD EXPLORER FROM RAY VARNER FORD, CLINTON, TENNESSEE, IN THE AMOUNT OF \$39,227.00.

Resolution No. 8-88-2019

A RESOLUTION TO AMEND THE CONTRACT (FY2020-001) WITH SWEEPING CORPORATION OF AMERICA, INC., NASHVILLE, TENNESSEE, TO MODIFY THE SCOPE OF WORK AND INCREASE THE COMPENSATION ACCORDINGLY.

Resolution No. 8-89-2019

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STUDIO FOUR DESIGN, INC., KNOXVILLE, TENNESSEE, TO PERFORM ARCHITECTURAL SERVICES RELATED TO DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES OF A COMPUTER ROOM FOR THE ELECTRIC DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$45,385.00.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Dodson seconded. Electric Department Director Jack Suggs provided an overview of the resolution and answered questions from Council.

The resolution 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.

Mayor Gooch asked for unanimous consent to move the following item up on the meeting agenda:

Elections/Appointments

Elect one (1) applicant to the Oak Ridge Municipal Planning Commission for the balance of an unexpired term ending December 31, 2022.

Phil Yager was elected on the first ballot.

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

(NONE)

FINAL ADOPTION OF ORDINANCES

Ordinance No. 9-2019

AN ORDINANCE TO AMEND TITLE 15, TITLED "MOTOR VEHICLES, TRAFFIC AND PARKING," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 15-301, TITLED "PROHIBITED USE OF HAND-HELD MOBILE TELEPHONE IN MARKED SCHOOL ZONE; PROHIBITED USE OF MOBILE TELEPHONE WITH HANDS-FREE DEVICE BY PERSON UNDER 18," WITHOUT REPLACEMENT, AND BY DELETING SECTION 15-349, TITLED "TEXTING WHILE DRIVING PROHIBITED," AND SUBSTITUTING THEREFOR A NEW SECTION 15-349, TITLED "USE OF WIRELESS COMMUNICATION DEVICE PROHIBITED WHILE DRIVING," TO COMPLY WITH PUBLIC CHAPTER 412, WHICH NEW LAW IS EFFECTIVE JULY 1, 2019.

Councilmember Dodson moved for approval of the ordinance, and Councilmember Hope seconded. City Attorney Ken Krushenski provided an overview of the ordinance, and Police Chief Robin Smith answered questions from Council.

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. 10-2019

AN ORDINANCE TO AMEND TITLE 14, TITLED "ZONING AND LAND USE CONTROL," CHAPTER 5, TITLED "STORMWATER MANAGEMENT," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY AMENDING SECTION 14-509, TITLED "ENFORCEMENT," SUBSECTION (1)(C) TO ADD A CROSS-REFERENCE FOR CIVIL PENALTIES, AND BY AMENDING SECTION 14-510, TITLED "PENALTIES," TO RENUMBER SUBSECTIONS AND CREATE A NEW SUBSECTION ON CIVIL PENALTIES AND AN ENFORCEMENT RESPONSE PLAN, ALL FOR THE PURPOSE OF COMPLIANCE WITH THE CITY'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES.

Mayor Pro Tem Chinn moved for approval of the ordinance, and Councilmember Callison seconded. Amy Snyder, Stormwater Program Coordinator with the Oak Ridge Public Works Department, provided an overview of the ordinance and answered questions from Council.

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 1, TITLED "GENERAL ADMINISTRATION," CHAPTER 2, TITLED "MISCELLANEOUS," SECTION 1-203, TITLED "FEES FOR CITY DOCUMENTS, LABOR AND MATERIAL GENERALLY," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SUBSECTION (2) IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION (2) TO UPDATE THE METHOD OF NOTIFICATION TO THE PUBLIC.

Mayor Pro Tem Chinn moved for approval of the ordinance, and Councilmember Callison seconded. Administrative Services Director Bruce Applegate provided an overview of the ordinance and answered questions from Council.

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. 8-90-2019

A RESOLUTION AWARDDING A CONTRACT (FY2020-016) TO ROGERS GROUP, INC., OAK RIDGE, TENNESSEE, FOR STREET MILLING AND RESURFACING OF DESIGNATED CITY STREETS IN AN AMOUNT NOT TO EXCEED \$1,021,655.50.

Councilmember Dodson moved for approval of the resolution, and Mayor Pro Tem Chinn seconded. Public Works Director Shira McWaters 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. 8-91-2019

A RESOLUTION AWARDDING A CONTRACT (FY2020-017-R) TO PRI OF EAST TN, INC., KNOXVILLE, TENNESSEE, FOR AS-NEEDED PAVEMENT REPAIR AND PATCHING FOR THE PUBLIC WORKS DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$200,000.00.

Councilmember Hammond moved for approval of the resolution, and Mayor Pro Tem Chinn seconded.

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. 8-92-2019

A RESOLUTION TO TRANSFER TEN (10) CITY-OWNED REAL PROPERTIES TO THE OAK RIDGE LAND BANK CORPORATION FOR DISPOSITION AS SET FORTH IN RESOLUTION 11-108-2013.

Councilmember Callison moved for approval of the resolution, and Councilmember Dodson seconded. Community Development Director Wayne Blasius provided an overview of the resolution and answered questions from Council. Charlie Jernigan, Chairman of the Land Bank Board of Directors, was also present to answer 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. 8-93-2019

A RESOLUTION AWARDING A CONTRACT (FY2020-005) TO DESIGN & CONSTRUCTION SERVICES, INC., KNOXVILLE, TENNESSEE, FOR THE WASTEWATER TREATMENT PLANT DISINFECTION SYSTEM IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$797,700.00.

Councilmember Dodson moved for approval of the resolution, and Councilmember Callison seconded. Public Works Director Shira McWaters 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. 8-94-2019

A RESOLUTION AWARDING A CONTRACT (FY2020-018) TO SUPERIOR PAVEMENT MARKING, INC., KNOXVILLE, TENNESSEE, FOR STREET STRIPING OF DESIGNATED CITY STREETS IN AN AMOUNT NOT TO EXCEED \$124,003.50.

Councilmember Dodson moved for approval of the resolution, and Councilmember Hammond seconded. Public Works Director Shira McWaters 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. 8-95-2019

A RESOLUTION TO APPROVE THE CITY'S STORMWATER ENFORCEMENT RESPONSE PLAN FOR COMPLIANCE WITH THE NPDES PERMIT.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Hope seconded. Amy Snyder, Stormwater Program Coordinator with the Oak Ridge Public Works Department

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. 8-96-2019

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE RELATING TO A PROPOSED ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE TO FINANCE THE REHABILITATION OF FRANK CALLAGHAN TOWERS.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Callison 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. 8-97-2019

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF OAK RIDGE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$31,500,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

Councilmember Dodson moved for approval of the resolution, and Councilmember Callison seconded. City Manager Mark Watson provided an overview of the resolution and Finance Director Janice McGinnis answered questions from Council.

The resolution passed 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

Martin McBride, 954 W. Outer Drive, Oak Ridge, addressed Council regarding the property tax increase in Anderson County and Oak Ridge and its significant impact on local businesses, and discussed how it is important to protect the Oak Ridge economy from the actions of the Department of Energy

Jim Rogers, 107 Dover Lane, Oak Ridge, Chairman of the Board of the Oak Ridge Rowing Association, requested a meeting with City Council at an upcoming work session to discuss issues related to rowing in the City.

ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Announcements

Councilmember Hope reminded Council that the Energy Communities Alliance meeting is taking place in Oak Ridge this week, and there is a Wednesday night reception hosted by the City at Calhoun's at 5:30 p.m.

City Manager Mark Watson announced that the NAACP is holding its 73rd Annual State Convention in Oak Ridge September 26-28, 2019.

Scheduling

The City Council Work Session is scheduled for August 20th and it will most likely include a special meeting to take possible action on WIFIA and the Main Street Apartment project. The meeting will take place in the Courtroom instead of at the Central Services Complex.

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

SUMMARY OF CURRENT EVENTS

CITY MANAGER'S REPORT

The City Manager discussed further the plans for the Energy Communities Alliance meeting. He also stated that LaVern Meyers retired on August 9th after 52 years to the City.

The City Manager also stated that construction of the Senior Center is going well and should be able to meet the October 1st completion date. He also recognized Methodist Medical Center for donating exercise equipment for the Center.

CITY ATTORNEY'S REPORT

ADJOURNMENT: 8:36 p.m.

OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

August 20, 2019

Minutes

A special meeting of the City Council of the City of Oak Ridge, Tennessee convened at 6:00 p.m. on August 20, 2019 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

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; Councilmember Charles J. Hope, Jr.; and Councilmember Ellen Smith

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

ITEMS FOR CONSIDERATION

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DR. MATT JINKS, MARYVILLE, TENNESSEE, TO PROVIDE VETERINARY SERVICES AT THE OAK RIDGE ANIMAL SHELTER.

Councilmember Hope moved for adoption of the ordinance, and Mayor Pro Tem Chinn seconded. Police Chief Robin Smith and Animal Shelter Director Julie Armes provided an overview of the resolution and answered questions from Council.

Jeannie Parker, Vice President/Treasurer of Friends of the Oak Ridge Animal Shelter, addressed Council regarding the needs of the shelter and how it would be detrimental if the veterinarian services were cut to two days per week.

Nicole Ferrara, 154 N. Seneca Road, Oak Ridge, addressed Council in opposition to the cutting of hours for the veterinarian at the shelter and addressed the needs of the shelter animals, especially the numerous cats that have been taken in during the summer months.

Councilmember Callison moved to defer action on this resolution until the September 9th City Council meeting with direction to the City Manager to increase the line item in the budget for veterinary services to \$66,000 and submit a re-negotiated veterinary services contract that reflects a minimum of four days of work for the veterinarian or five days if that can be negotiated. Mayor Pro Tem Chinn seconded the motion.

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

Resolution No. 8-98-2019

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CITY'S PUBLIC TRANSPORTATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$170,500.00 AND TO AMEND THE COMPANION CONTRACT WITH THE EAST TENNESSEE HUMAN RESOURCE AGENCY, INC., (ETHRA) TO INCREASE THE COMPENSATION.

Councilmember Hammond moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution and Finance Director Janice McGinnis answered questions from Council. Mike Patterson with the East Tennessee Human Resources Agency

was also present to answer questions from Council.

Mayor Gooch asked the City Attorney to interact with ETHRA regarding transportation of high school students, which he stated is a pervasive need in the city.

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

Resolution No. 8-99-2019

A RESOLUTION AUTHORIZING MODIFICATIONS TO THE PROPERTY TRANSFER AGREEMENT BETWEEN THE CITY AND TN OAK RIDGE ILLINOIS, LLC, WHICH AGREEMENT WAS AUTHORIZED BY RESOLUTION 12-93-2016, TO EXTEND THE FIRST TAX REVENUE CONDITION BY ONE YEAR AND TO REQUIRE A LETTER OF CREDIT FOR THE COMMUNITY ORIENTED AMENITIES.

Councilmember Dodson moved for approval of the resolution, and Councilmember Hammond seconded. Mayor Pro Tem Rick Chinn recused himself from discussion of this issue and left the dais. City Manager Mark Watson provided an overview of the resolution and answered questions from Council.

The resolution was approved by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, and Mayor Gooch voting "Aye." Mayor Pro Tem Chinn recused himself and did not vote.

REVIEW AND UPDATE ON THE WIFIA PROGRAM AND ANY NECESSARY ACTIONS – MARK S. WATSON, CITY MANAGER AND JANICE MCGINNIS, FINANCE DIRECTOR

City Manager Mark Watson and Finance Director Janice McGinnis provided City Council with an update on the status of the City's WIFIA loan application. This item was for information only. No action was taken.

BRIEFING ON UPCOMING ACTIONS TO BE TAKEN BY CITY COUNCIL ON CHANGES TO UTILITY DEPOSITS, TVA RATE CHANGES AND LOCAL RATE ADJUSTMENTS AND ANY NECESSARY STAFF DIRECTION – JACK SUGGS, ELECTRIC DEPARTMENT DIRECTOR

Jack Suggs, Electric Department Director, briefed Council on upcoming items that City Council will be asked to consider pertaining to utility deposit changes, TVA rate changes and local rate adjustments. Mr. Suggs indicated he will be providing a more in-depth presentation at the Budget and Finance Committee meeting on August 21, 2019. This item was for information only. No action was taken.

ADJOURNMENT: 8:51 p.m.



YOUTH ADVISORY BOARD MEMORANDUM

DATE: August 28, 2019

TO: Beth Hickman, City Clerk

THROUGH: Matt Reedy, Advisor to the YAB 

FROM: Maddie Kittrell, YAB Chairwoman

SUBJECT: Youth Advisory Board Approval of Annual Goals

At the August 28, 2019 meeting of the Oak Ridge Youth Advisory Board, YAB members discussed goals and events for the upcoming year. Board members voted unanimously to approve the attached set of goals for the 2019-2020 term of office.

If there are any questions about this statement from the Youth Advisory Board, contact City-Staff Liaison Matt Reedy at 425-3442.

Thank you,



Maddie Kittrell
YAB Chairwoman

2019-2020 YAB Goals and Objectives

Sponsor recreational activities for students

1. Graduation Celebration – May 28, 2020
2. Provide continued support for teen space at the Oak Ridge Public Library/Civic Center
3. Breakfast with Santa – December 7, 2019
4. City Halloween Party – October 24, 2019
5. YAB Field Night/Color War/Dodgeball Event – TBD
6. Movie in the Park with ASAP - October 11, 2019
7. Winter Formal at ORHS - TBD

Sponsor educational events or programs

1. Offer a Jobs Fair for Teens at ORHS
2. Water Awareness for Kids – May 2020
3. YAB Leadership Trip to Nashville
4. Create a new Recycling program in the schools

Offer community volunteer services

1. Provide support to the Holiday Bureau or similar agency
2. Support the City Easter Egg Hunt

Increase communication within Oak Ridge Schools

1. Communicate regularly with Student Affairs and Guidance
2. Promote Graduation Celebration
3. Partner with ORHS Student Council, ORHS Senior Steering, ASAP, Teens for Contact, and Key Club
4. Make regular announcements via Channel 15, school bulletin

Increase public's awareness of YAB programs

1. City website updates
2. Facebook/Instagram/Twitter/Group Me for YAB Events – updated weekly
3. News Releases to local news, school bulletins, and ORHS Twitter

Increase communication and participation within the Board and with City Council

1. Focus on attendance at meetings and events
2. Take action on the 2018-2019 Survey of Students
3. State of the Youth Address - Summer 2020
4. Implement YAB Icebreaker Events to increase board communication

PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES

COMMUNITY DEVELOPMENT MEMORANDUM
19-53

DATE: August 20, 2019

TO: Mark S. Watson, City Manager

THROUGH: Wayne E. Blasius, Community Development Director 

FROM: Jennifer L. Williams, Planner

SUBJECT: TND MASTER PLAN AND AMENDMENT – SUBAREAS B, F, and J – THE PRESERVE AT CLINCH RIVER

Introduction

An item for City Council's consideration is an ordinance that will amend the TND Master Plan for the Preserve at Clinch River. This amendment to Subareas B, F, and J will allow the developer, Smithbilt, to develop the property for both commercial and residential uses.

Funding

No funding is associated with this item.

Background

The existing master plan for the Preserve at Clinch River, then Rarity Ridge, was adopted in April of 2006. The Master Plan was amended in March, 2019 by City Ordinance 7-2019. The March amendment, which only applied to Subarea F, was to allow Smithbilt to construct a 12-hole golf facility, potential amenities like a restaurant and store, and some residential uses on the property. The currently proposed amendment does not significantly alter the previous approval. However, because the amendment reduces the amount of total open space in the development, it requires both Planning Commission and Council approval.

The changes made to the amendment adopted by Ordinance 7-2019 are shown below. Their numbering matches a copy of the amendment, marked up by staff, that is included in the attachments to this memo.

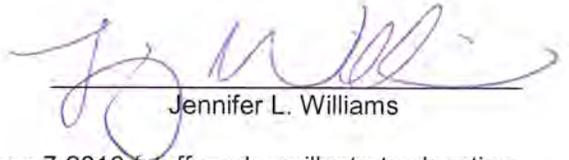
1. Open space adjacent to the golf facility area is decreased from 146 acres to 122 acres. The amended 22 acres are now shown as 'Community Commercial'. Open space still makes up ~52% of the subarea.
2. A 3.75-acre lot currently in Subarea J is included in the boundaries of Subarea F. The lot is currently designated as open space and is owned by the HOA. The proposed amendment shows the lot as 'Neighborhood,' meaning it could be developed as housing.
3. A small portion of Subarea B located under the TVA Wilson-Norris Transmission Line is shown included in the boundaries of Subarea F. This property is shown on the proposal as 'Community Commercial.' Smithbilt has stated their intention to develop this area, which is behind the city's water treatment plant, into a fenced gravel lot for residents to store boat trailers, RVs, etc.
4. The 'Community Commercial' use has been amended to allow the outdoor storage of boats, RVs, trailers, and other vehicles with the following conditions:
 - o Approval from city departments is required.
 - o Approval from TVA is required if any TVA easements or property are affected
 - o All outdoor storage areas should be screened from residential property and public streets using a combination of fencing and landscaping.

The Planning Commission considered this request at their August 15, 2019 meeting. The Planning Commission recommended **approval** of this item with the following conditions:

- Pay the \$200 fee for a TND Master Plan
- Provide proof of ownership of all property, including the property currently owned by the HOA in Subarea J.
- Show all existing electrical utility easements.
- Show all existing electrical plant facilities.

Recommendation

Approval of the attached ordinance is recommended.

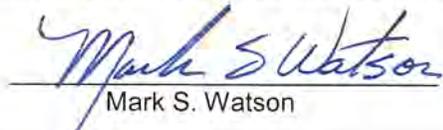


Jennifer L. Williams

Attachments: Master Plan Amendment Adopted by Ordinance 7-2019 (staff mark-up illustrates location of changes in proposed amendment)
Proposed Master Plan Amendment
Proposed Ordinance

City Manager's Comments:

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



Mark S. Watson



9/6/19
Date

PRESERVE
122.74 ACRES

PRESERVE AREAS SHALL PROTECT AND ENHANCE AREAS OF ENVIRONMENTAL AND HISTORIC SIGNIFICANCE AND MAY INCLUDE THE FOLLOWING USES:
 P. CLIPPING SITES
 H. WADING TRAILS
 M. WADING TRAILS
 N. PARKING TO SERVE TRAILS

COMMUNITY COMMERCIAL
92.59 ACRES

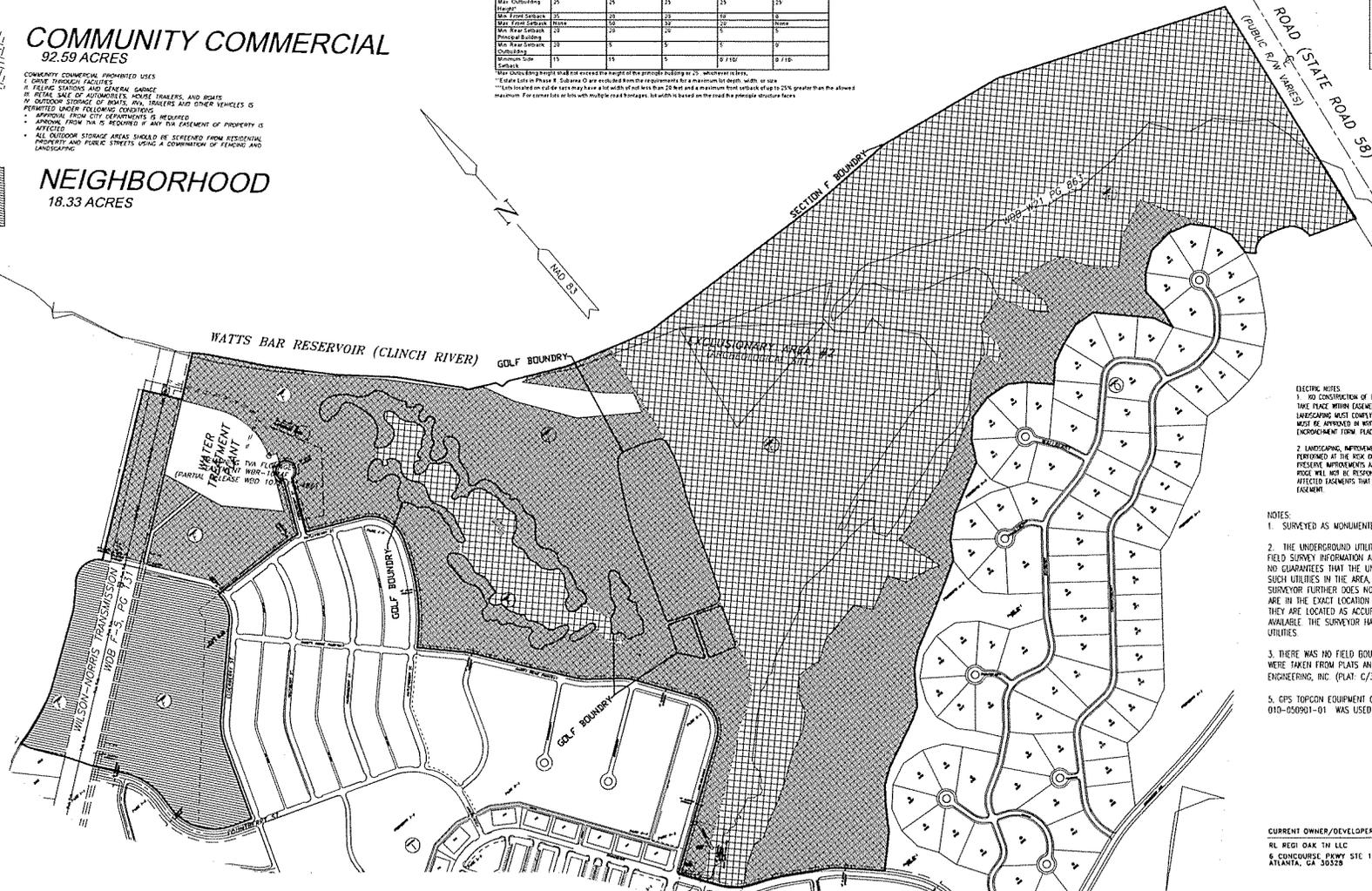
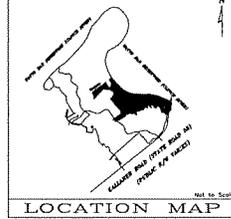
COMMUNITY COMMERCIAL PROMOTED USES:
 1. DRIVE THROUGH FACILITIES
 2. FUELING STATIONS AND GENERAL GARAGE
 3. RETAIL SALE OF AUTOMOBILES, HOUSE TRAILERS, AND BOATS
 4. OUTDOOR STORAGE OF BOATS, RVs, TRAILERS AND OTHER VEHICLES IS PERMITTED UNDER FOLLOWING CONDITIONS:
 - APPROVAL FROM CITY DEPARTMENT IS REQUIRED
 - APPROVAL FROM THIS IS REQUIRED IF ANY THE EASEMENT OF PROPERTY IS AFFECTED
 - ALL OUTDOOR STORAGE AREAS SHOULD BE SCREENED FROM RESIDENTIAL PROPERTY AND PUBLIC STREETS USING A COMBINATION OF FENCING AND LANDSCAPING

NEIGHBORHOOD
18.33 ACRES

Table B.8 adopted by Ordinance 2018-02

Structure	Height	Length	Width	Footprint	Footprint
Max. Lot Coverage	15	50	10	10	10
Max. Lot Coverage	None	250'	100'	100'	100'
Max. Lot Coverage	100'	125'	110'	110'	110'
Max. Lot Coverage	None	500'	125'	125'	125'
Max. Lot Coverage	15,000	4,375'	1,000'	1,000'	1,000'
Max. Lot Coverage	None	10,000'	10,000'	10,000'	10,000'
Max. Principal	15	24	15	15	15
Building Height	42	42	42	42	42
Max. Principal	14	14	14	14	14
Max. Principal	25	25	25	25	25
Max. Principal	25	25	25	25	25
Max. Principal	35	20	20	10	0
Max. Principal	None	0	0	0	None
Max. Principal	20	20	20	20	20
Max. Principal	20	5	5	5	5
Max. Principal	15	15	5	5	5
Max. Principal	15	15	5	5	5

Max. Building Height shall not exceed the height of the principal building in 25' whenever in lots.
 *Estate Lots in Phase B Subarea C are excluded from the requirements for a maximum lot depth, width or size.
 **Lots located on a lot or lots may have a lot width of not less than 20 feet and a maximum front setback of up to 25% greater than the allowed maximum. For corner lots on lots with multiple rear setbacks, lot width is based on the rear the principle structure faces.



ELECTRIC NOTES:
 1. NO CONSTRUCTION OF EGRESS OR SIGNS OR REGULATION OF LANDSCAPING SHALL TAKE PLACE WITHIN EASEMENTS WITHOUT THE CITY OF OAK RIDGE'S WRITTEN APPROVAL. LANDSCAPING MUST COMPLY WITH EROSION CONTROL BEST MANAGEMENT PRACTICES. LANDSCAPING MUST BE APPROVED BY THE CITY OF OAK RIDGE'S WRITTEN APPROVAL. ANY EASEMENT ENCROACHMENT FROM PLACEMENT SHALL BE COORDINATED WITH THE CITY.
 2. LANDSCAPING IMPROVEMENTS AND CONSTRUCTION WITHIN UTILITY EASEMENTS ARE PERFORMED AT THE RISK OF THE OWNER. REASONABLE CARE WILL BE TAKEN BY UTILITIES TO PROTECT IMPROVEMENTS AND LANDSCAPING WITHIN SUBJECT EASEMENTS. THE CITY OF OAK RIDGE WILL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING IMPROVEMENTS WITHIN AFFECTED EASEMENTS THAT MAY BE DAMAGED WHILE PERFORMING WORK WITHIN THE EASEMENT.

- NOTES:**
1. SURVEYED AS MONUMENTED AND POSSESSED.
 2. THE UNDERGROUND UTILITIES SHOWN HAVE NOT BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.
 3. THERE WAS NO FIELD BOUNDARY SURVEY DONE, ALL CALLS AND DISTANCES WERE TAKEN FROM PLATS AND BOUNDARY MAPS DONE BY STERLING ENGINEERING, INC. (PLAT: C/359-362).
 4. GPS TOPCON EQUIPMENT GR-3, SF 388-0328, SF 388-0337, AND P/N 010-050901-01 WAS USED.

CURRENT OWNER/DEVELOPER: RL REGI OAK TN LLC
 8 CONQUEROR PERRY STE 1800
 ATLANTA, GA 30328

FUTURE OWNER/DEVELOPER: PRIMUS LAND COMPANY, LLC
 4800 BARKER RD.
 KNOXVILLE, TN 37931
 PHONE: (865) 634-7356
 FAX: (865) 693-9599

SOUTHLAND ENGINEERING CONSULTANTS, LLC
 GENERAL CIVIL & LAND SURVEYORS
 4909 BALL ROAD
 KNOXVILLE, TENNESSEE 37931
 PHONE: (865) 634-7726
 FAX: (865) 634-9699
 E-MAIL: regis@seengineering.com
 www.southlandengineering.com

DESIGNED: MV
 DRAWN: SHS



DATE	DESCRIPTION	BY
1/24/19	ELECTRIC NOTES	JS
1/24/19	ELECTRIC EASEMENTS	JS
1/24/19	SURVEYOR NOTES	JS
1/24/19	PROPOSED TABLE 2 UPDATED	JS
7/19/19	REALLOCATIONS OF AREA	JS
8/6/19	BOUNDARY LINES NOTED	JS

HORIZONTAL: 1" = 250'
 DATE: 1-24-2018

MASTER PLAN
AMENDMENT SECTION F
SUB AREA COMMERCIAL MIX USE

MASTER PLAN CHANGES
 RECREATIONAL AREA
 RARITY RIDGE SUBDIVISION, PHASE III
 DISTRICT 3, ROANE COUNTY, TENNESSEE
 PARCEL/TAX ID: 039 002.01

COPYRIGHT 2018
 SHS-8-6-19-MASTERPLAN
 SHEET 1 OF 1 SHEET

TITLE

AN ORDINANCE TO AMEND SUBAREAS B, F, AND J 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.

WHEREAS, by Ordinance 4-06, City Council approved a revised Master Plan for Rarity Ridge, as submitted by Rarity Communities, Inc., identified as Drawing 4216-Master Plan prepared by Sterling Engineering, Inc., dated February 2, 2006; and

WHEREAS, Rarity Ridge is now known as The Preserve at Clinch River and is developed by Smithbilt Homes; and

WHEREAS, by Ordinance 7-2019, City Council approved an amendment to Subarea F of the Master Plan to change the lot type to Community Commercial and Neighborhood; and

WHEREAS, Smithbilt Homes has proposed an amendment to Subarea F of the Master Plan, which amendment also impacts Subareas B and J, to change some boundary lines among the subareas to allow for additional residential and commercial developable land; and

WHEREAS, this amendment has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and on August 15, 2019 the Commission approved the same subject to the certain conditions; and

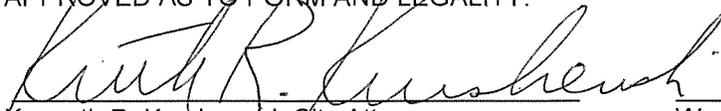
WHEREAS, a public hearing thereon has been held as required by law.

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

Section 1. Subareas B, F, and J of the Master Plan for The Preserve at Clinch River, as originally approved by Ordinance 4-06, and as amended by Ordinance 7-2019, is hereby amended by as shown on the drawing prepared by Southland Engineering Consultants, LLC, dated January 24, 2018, titled "Master Plan Amendment Section F Sub Area Commercial Mix Use," as revised on January 24, 2019, July 10, 2019, and August 6, 2019, subject to the conditions as set forth by the Planning Commission at their August 15, 2019 meeting.

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

Publication Date: 08/22/2019
Public Hearing: _____
First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

PERSONNEL DEPARTMENT MEMORANDUM
18-114

DATE: September 3, 2019
TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate, Director of Administrative Services
SUBJECT: AMENDMENTS TO THE PERSONNEL PLAN/ORDINANCE

Introduction

An item for City Council's consideration is an ordinance to amend provisions of the Personnel Plan Ordinance (Ordinance No. 27-85): Scope of Classified Service (§2), Compensation Plan Administration (§5.4(b & c)), City Attorney and City Defense Attorney (§5.5), Call-Out Guarantee (§6.5), Nepotism (§7.2.B.), Re-Employment Rights (§7.2.D), Terminations (§9.1(b) and (h)), Grievance Procedure (§10.3(c)), General Leave (§11.1(c)), and Emergency Leave (§11.2 (a)).

Funding

No funding is necessary for this item.

Background

The recommended changes are the culmination of a multiyear review of the City's Personnel Ordinances. The majority of changes are housekeeping items including language clarification, section renumbering, and outdated position title removal. The three substantive changes include adjustments to the current process for Employee Grievances, Unscheduled General Leave approval, and the use of Emergency Leave by employees in their initial probationary period.

On July 25, 2019 and August 28, 2019, staff met with the Personnel Advisory Board (PAB) to provide an overview of recommended Personnel Ordinance changes and answered questions by the Board. At these meetings PAB reviewed and voted to recommend amendments to the Personnel Ordinance pursuant to staff suggestions and forward those suggestions to City Council.

A bold strike-through of the proposed changes to the Personnel Plan/Ordinance is attached and includes changes to the following sections: Scope of Classified Service, Compensation Plan Administration, City Attorney and City Defense Attorney, Call-Out Guarantee, Nepotism, Re-Employment Rights, Terminations, Grievance Procedure, General Leave, and Emergency Leave.

Analysis

Proposed ordinance changes have been broken out below for further clarification.

10.3 Grievance Procedures

An amendment to section 10.3.C has been made to ensure employee grievances before the Personnel Advisory Board are heard in a timely manner. The change will set a defined time limit for a grievance hearing before the board to ensure the availability of relevant staff members and materials. The change also initiates the Boards goal of restructuring the appeal hearing from its current format to an appeal based format. Those changes will be brought back before the City Council in an update to PAB bylaws, with the second reading of this ordinance.

11.1(c) Granting General Leave

Section 11.1(c) has been modified to address previous concerns with the open ended use of "Unscheduled General Leave". The section had references to the number of "permitted" unscheduled general leave days removed, and the language now reflects a supervisor's ability to request information on the use of this type of leave. Changes to the wording of this section will increase communication between staff to ensure that the needs of both the staff member and the City are met.

11.2(a) Emergency Leave Minimum Requirement

Section 11.2(a) has been modified to credit the 140 hours of Emergency Leave, given to all regular full time employees, after the completion of the initial six month probationary period. The change will ensure staff provide a reviewable work history prior to the receipt of the Emergency Leave bank.

Housekeeping Amendments:

2 Scope of Classified Service

All references to City Defense Attorney have been removed from this section as the position no longer exists in the City's Classification Plan.

Redundant language was removed, and additional language identifying that Department Heads and the City Manager's assistant serve at his/her discretion. The language as currently written reflects the same intent, but was recommended to be reworded to remove any confusion.

5.3 Entry Salary Rates

Section 5.3 Entry Salary Rates has been renumbered due to the removal of sections in previous Personnel Plan adjustments.

5.4 Compensation Plan Administration

Section 5.4.(b) has been amended to reflect the City's new practice of semi-annual performance reviews.

Section 5.4.(c) has been amended to remove the word "normally" which will ensure that all employees meet the requirement of being at a pay rate for 6 months before becoming eligible for a merit salary increase on July 1. The change ensures that no employee become eligible for a merit increase immediately following a promotion, or new appointment to City staff.

5.5 City Attorney and City Defense Attorney

Reference to the previous position of City Defense Attorney has been removed, and light language modification was added to address the hiring of other attorneys on a contract basis.

6.5 Call-Out Guarantee

Language for section 6.5 has been updated to reflect the removal of the Fire Specialist Program from the City's Classification and Compensation philosophies.

7.2.B. Nepotism

Language was added to remove confusion about the definition of "immediate family member".

7.2.D. Re-Employment Rights

Language was added to clarify the City's application of the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

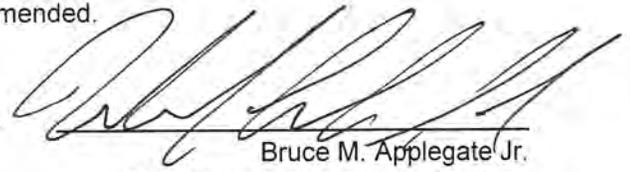
9.1 Terminations

Section 9.1(b) has been amended to update retirement qualification language, and require the submission of a resignation notice by potential retirees.

A subsection of 9.1 (h) was amended to ensure all employees being dismissed from the City shall receive an advance written notice of the cause of their separation. Language concerning the length of time a dismissed employee would remain a member of staff, and final payment reimbursement obligations have also been addressed.

Recommendation

Approval of the proposed ordinance amendments are recommended.

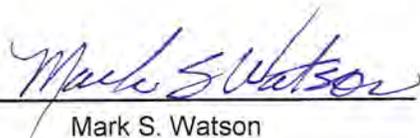


Bruce M. Applegate Jr.
Director of Administrative Services

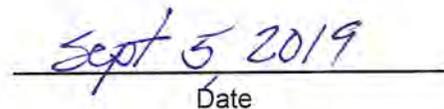
Attachments: ~~Bold-Strikethrough of Proposed Ordinance Changes~~
Proposed Ordinance

City Manager's Comments:

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



Mark S. Watson



Sept 5 2019
Date

BOLD-STRIKETHROUGH
PERSONNEL ORDINANCE UPDATES – SEPTEMBER 2019
(Updated 8/28/19)

ARTICLE 2 – SCOPE OF CLASSIFIED SERVICE

The classified service includes all positions in the public service now existing or hereafter established, except the following:

1. All elective officials;
2. Members of boards and commissions who are not City employees;
3. The City Manager, City Attorney and ~~City Defense Attorney~~ (see Article 5, Section 5.5), Department Heads, and the ~~Secretary to the City Manager's~~ **assistant**;
4. Persons employed to make or conduct a temporary and special inquiry, investigation or examination who are engaged by the City on a contractual or consultant basis;
5. Personnel appointed or volunteering to serve without pay; and
6. Officers and employees of the City school system covered by Article 6, Section II of the City Charter.

~~Although the~~ **The positions of City Manager's Secretary[‡] assistant and Department Heads are excluded from the classified service shall serve at the discretion of the City Manager.** They shall be considered regular employees and are covered by the provisions in the articles pertaining to classification, pay, hours of work, leave, employee development and benefit activities, and conduct.

ARTICLE 5 – PAY PLAN

5.3 ENTRY LEVEL SALARY RATES

- a. The entry-level rate of pay for a class shall normally be offered on initial employment or reemployment. Any exception would require the recommendation of the head of the department, review by the Director of Administrative Services and approval by the City Manager.
- eb. When a regular employee is demoted to a position in a lower pay range, the salary shall be set at:
 - (21) If the action is for cause – the employee will be placed at a step which ensures at least five percent (5%) less than the existing salary or to the lowest pay rate of the pay grade if a five percent (5%) reduction is not possible.
- dc. When an employee is promoted to a classification with a higher pay grade, the employee will be placed at the step which ensures at least five percent (5%) greater than the rate

[‡]The position Secretary to the City Manager has been retitled to Executive Associate as of October 8, 2017.

received immediately prior to such promotion, or too the lowest step of the new pay grade whichever is greater.

- ed. Any employee who is hired, promoted or demoted will be subject to a probationary period as indicated in Section 7.3.B.

5.4 COMPENSATION PLAN ADMINISTRATION

- b. The immediate supervisor shall evaluate each employee in writing at least **semi**-annually.

5.4 COMPENSATION PLAN ADMINISTRATION

- c. Salary increases within the range shall be dependent upon the employee's performance, the recommendation of the head of the department concerned, review by the Director of Administrative Services, and approval by the City Manager. An employee will ~~normally~~ be at a pay level for at least six months before becoming eligible on the following July 1 for a possible merit salary increase within the pay group.

5.5 CITY ATTORNEY AND ~~CITY DEFENSE ATTORNEY~~

The City Council, by resolution, shall fix the salaries ~~y~~ for the City Attorney and the City Defense Attorney. Other attorneys hired for special assistance will be on a contract basis ~~as determined by City Council~~.

ARTICLE 6 – LEAVE

6.5 CALL-OUT GUARANTEE

~~Except for the Fire Specialist program participants,~~ aAny non-exempt employee who, after departing from the regularly scheduled work shift, is officially called to and does report back to work for emergency service, is guaranteed pay for the time actually worked or for a minimum period of two hours whichever is greater. However, under no circumstances shall an employee be compensated more than once for the minimum two hours period.

ARTICLE 7 – RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

7.2 B. NEPOTISM

Employees shall not be placed in positions under the supervision or accountability of any **immediate** family member, **as defined below**.

With the exception of seasonal and temporary Recreation Department employees, applicants will not be considered or hired into a department where a member of the immediate family is currently employed. Current employees will not be promoted or transferred to a department where a member of the immediate family is currently employed. Immediate family is defined as spouse, child or step-child, daughter-in-law, son-in-law, parent, parent-in-law, brother, brother-in-law, sister and sister-in-law. Other relationships may be added by the City Manager.

7.2 D. RE-EMPLOYMENT RIGHTS

Any regular employee who leaves the job, voluntarily or involuntarily, to enter active duty in the **United States** armed forces may return to the job in accordance with the Uniformed Services' Employment and Re-employment Rights Act of 1994 (§ 43) and the provisions of Tennessee Code Annotated 8-33-101 et seq. Once the official orders are received, the employee will be placed on military leave without pay and must apply for reinstatement within ninety (90) days after release from active military duty.

ARTICLE 9 – TERMINATIONS AND DISCIPLINARY ACTIONS

9.1 TERMINATIONS

- b. Retirement. Employees shall be ~~terminated at the close of the bi-weekly pay period in which~~ **eligible for retirement upon meeting the age or years of service provisions prescribed by the Tennessee Consolidated Retirement System.** ~~they meet the age provisions as prescribed by the Tennessee Consolidated Retirement System.~~ **Employees choosing to retire are required to submit a formal resignation notice, providing a minimum of two weeks' notice.**
- h. Dismissal. The City Manager may dismiss an employee for the good of the City with reasons for dismissal including but not limited to:
1. Theft or destruction of City property;
 2. Incompetency, inefficiency or negligence in the performance of duties;
 3. Insubordination that constitutes a serious breach of discipline;
 4. Advocacy of or participation in group tactics which disrupt normal work performance including, but not limited to, walk-outs, slow-downs, and other such activities not authorized by law.
 5. Conviction of a criminal offense;
 6. Unauthorized absences or abuse of leave privileges;
 7. Acceptance of any consideration given with the expectation of influencing the employee in performance of the duties;
 8. Falsification of records;
 9. Use of official position for personal advantage;
 10. Association with subversive groups as defined by appropriate Federal directive.

~~Normally, an~~ **An** employee who is being dismissed shall be provided an advance written notice containing the nature of the action, the reasons therefore and the right to answer the charges orally or in writing. ~~This notice shall be furnished one calendar week prior to the proposed date of dismissal.~~

Final Payment

Employees who terminate shall receive payment for all earned salary and accumulated General Leave as provided in Section 11.1 e of Article 11. However, prior to final payment, all items of City property in the employee's custody shall be returned to the City. Any amount due because of a shortage in the returned items shall be withheld from the employee's final compensation or collected through other appropriate action. **Any outstanding reimbursement agreement debt owed the City shall also be withheld from an employee's final payment.**

ARTICLE 10 GRIEVANCE PROCEDURE

10.3 GRIEVANCE PROCEDURE

C. Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board

If an employee's grievance is not resolved at the City Manager level and said grievance involves a suspension, dismissal, or otherwise adversely affected by a personnel action, the employee may appeal the grievance to the Personnel Advisory Board forwarding to the Director of Administrative Services the original grievance filed with the Department Head along with the Department Head's/designee's response and the City Manager's/designee's response, if any. No additional information may be submitted as part of the appeal nor will additional information be considered. This appeal must be filed in writing within ten (10) business days of the City Manager's/designee's decision. The Personnel Advisory Board will meet ~~as expeditiously as possible in order to hear the set a~~ **hearing date to occur within sixty (60) days of the appeals receipt to conduct a formal hearing on the employee's grievance.**

By City Charter Article V, Section 25, if in the opinion of the board, the procedures established for such personnel action were not complied with, the board shall make decisions that shall be binding on the City citing with specificity how the procedures were complied with by the City. In all other cases, the board shall report its findings and recommendations, which shall be advisory in nature, in writing to the City Manager, and the decision of the City Manager shall be final.

ARTICLE 11 LEAVE

11.1 GENERAL LEAVE

c. Granting General Leave

Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not

expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour after the usual reporting time, if physically able to do so. ~~Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form.~~ Police and fire employees shall notify their supervisors at least one hour before their scheduled duty. **Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form containing documentation identifying an approved reason for the use of unscheduled leave. Any unscheduled leave submitted without documentation or supervisor approval shall be considered as an unauthorized absence.**

~~Employees will be permitted the use of five (5) workdays [three (3) workdays for Fire Department station-based shift employees and four (4) workdays for Police Department shift employees] of unscheduled leave each calendar year. Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as permitted unscheduled workdays~~ **unauthorized absences. Use of more than the unscheduled permitted workdays specified may result in disciplinary action.**

11.2 EMERGENCY LEAVE

All regular employees must maintain a second major category of leave called Emergency Leave. Leave in this bank serves as a short-term disability program and shall be used only for serious illnesses of the employee, family emergencies and funerals for family members.

a. Emergency Leave Minimum Requirement

Regular fulltime employees must have a minimum of four hundred eighty (480) hours (672 hours for Fire Department station-based employees) and a proportionate share for regular part-time employees of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees) and a proportionate amount for regular part-time employees shall be added to Emergency Leave until the minimum number of hours is reached.

New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied. **New regular employees will not be credited the 140 initial hours of Emergency Leave until the end of their initial six (6) month probationary period.**

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY UPDATING THE FOLLOWING SECTIONS: ARTICLE 2, TITLED "SCOPE OF CLASSIFIED SERVICE"; SECTION 5.3, TITLED "ENTRY LEVEL SALARY RATES"; SUBSECTIONS B AND C OF SECTION 5.4, TITLED "COMPENSATION PLAN ADMINISTRATION"; SECTION 5.5, TITLED "CITY ATTORNEY AND CITY DEFENSE ATTORNEY"; SECTION 6.5, TITLED "CALL-OUT GUARANTEE"; SUBSECTION 7.2.B, TITLED "NEPOTISM"; SUBSECTION 7.2.D, TITLED "RE-EMPLOYMENT RIGHTS"; SUBSECTIONS B AND H AND FINAL PAYMENT OF SECTION 9.1, TITLED "TERMINATIONS"; SUBSECTION C OF SECTION 10.3, TITLED "GRIEVANCE PROCEDURE"; SUBSECTION C OF SECTION 11.1, TITLED "GENERAL LEAVE"; AND SUBSECTION A OF SECTION 11.2, TITLED "EMERGENCY LEAVE"; ALL FOR THE PURPOSES OF UPDATING THE PERSONNEL PLAN AS SET FORTH BELOW.

WHEREAS, a multiyear review of the personnel ordinance has resulted in proposed housekeeping amendments to provide greater clarification, section renumbering, and removal of outdated positions; and

WHEREAS, in addition to housekeeping amendments, three substantive amendments are proposed: (1) establishing a schedule for grievance hearings to ensure hearings are held in a timely manner, (2) removing the number of "permitted" unscheduled general leave absences and establishing a communication between the supervisor and employee regarding the use of said leave, and (3) delaying the initial 140-hour emergency leave credit for new hires until completion of probation; and

WHEREAS, at its July 25, 2019 and August 28, 2019 meetings, the Personnel Advisory Board recommended the proposed amendments to the Personnel Plan for Council's approval; and

WHEREAS, the City Manager recommends that the Personnel Plan be amended as set forth below.

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

Section 1. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," is hereby amended by deleting Article 2, titled "Scope of Classified Service," in its entirety and substituting therefor a new Article 2, titled "Scope of Classified Service," which new article shall read as follows:

ARTICLE 2 – SCOPE OF CLASSIFIED SERVICE

The classified service includes all positions in the public service now existing or hereafter established, except the following:

1. All elective officials;
2. Members of boards and commissions who are not City employees;
3. The City Manager, City Attorney (see Article 5, Section 5.5), Department Heads, and the City Manager's assistant;

4. Persons employed to make or conduct a temporary and special inquiry, investigation or examination who are engaged by the City on a contractual or consultant basis;
5. Personnel appointed or volunteering to serve without pay; and
6. Officers and employees of the City school system covered by Article 6, Section II of the City Charter.

The positions of City Manager's assistant and Department Heads shall serve at the discretion of the City Manager. They shall be considered regular employees and are covered by the provisions in the articles pertaining to classification, pay, hours of work, leave, employee development and benefit activities, and conduct.

Although the City Manager is excluded from the classified service, the incumbent shall be considered a regular employee and shall be entitled to leave and employee benefit programs and is covered by the provisions pertaining to conduct. All other conditions of employment are as specified in the City Charter or by City Council.

The City Judge is authorized to appoint, promote, suspend, remove, or take any other established personnel action with respect to the Court Clerk and other Court employees consistent with the provisions of the City Charter.

Section 2. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.3, titled "Entry Level Salary Rates," is hereby amended by renumbering subsections (c), (d), and (e) as subsections (b), (c), and (d), respectively, in response to the deletion of subsection (b) accomplished through Ordinance 17-2018.

Section 3. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.4, titled "Compensation Plan Administration," is hereby amended by deleting Subsection 5.4.b. in its entirety and substituting therefor a new Subsection 5.4.b., which new subsection shall read as follows:

5.4 COMPENSATION PLAN ADMINISTRATION

- b. The immediate supervisor shall evaluate each employee in writing at least semi-annually.

Section 4. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.4, titled "Compensation Plan Administration," is hereby amended by deleting Subsection 5.4.c. in its entirety and substituting therefor a new Subsection 5.4.c., which new subsection shall read as follows:

5.4 COMPENSATION PLAN ADMINISTRATION

- c. Salary increases within the range shall be dependent upon the employee's performance, the recommendation of the head of the department concerned, review by the Director of Administrative Services, and approval by the City Manager. An employee will be at a pay level for at least six months before becoming eligible on the following July 1 for a possible merit salary increase within the pay group.

Section 5. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," is hereby amended by deleting Section 5.5, titled "City Attorney and City Defense Attorney," in its entirety and substituting therefor a new Section 5.5, titled "City

Attorney," which new section shall read as follows:

5.5 CITY ATTORNEY

The City Council, by resolution, shall fix the salary for the City Attorney. Other attorneys hired for special assistance will be on a contract basis.

Section 6. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 6, titled "Hours of Work, Overtime and Premium Compensation," is hereby amended by deleting Section 6.5, titled "Call-Out Guarantee," in its entirety and substituting therefor a new Section 6.5, titled "Call-Out Guarantee," which new section shall read as follows:

6.5 CALL-OUT GUARANTEE

Any non-exempt employee who, after departing from the regularly scheduled work shift, is officially called to and does report back to work for emergency service, is guaranteed pay for the time actually worked or for a minimum period of two hours whichever is greater. However, under no circumstances shall an employee be compensated more than once for the minimum two hours period.

Section 7. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 7, titled "Recruitment, Selection and Appointment of Employees," Section 7.2, titled "Selection Policy," is hereby amended by deleting Subsection 7.2.B, titled "Nepotism," in its entirety and substituting therefor a new Subsection 7.2.B, titled "Nepotism," which new subsection shall read as follows:

7.2 SELECTION POLICY

7.2.B. NEPOTISM

Employees shall not be placed in positions under the supervision or accountability of any immediate family member as defined below.

With the exception of seasonal and temporary Recreation Department employees, applicants will not be considered or hired into a department where a member of the immediate family is currently employed. Current employees will not be promoted or transferred to a department where a member of the immediate family is currently employed. Immediate family is defined as spouse, child or step-child, daughter-in-law, son-in-law, parent, parent-in-law, brother, brother-in-law, sister and sister-in-law. Other relationships may be added by the City Manager.

Section 8. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 7, titled "Recruitment, Selection and Appointment of Employees," Section 7.2, titled "Selection Policy," is hereby amended by deleting Subsection 7.2.D, titled "Re-Employment Rights," in its entirety and substituting therefor a new Subsection 7.2.D, titled "Re-Employment Rights," which new subsection shall read as follows:

7.2 SELECTION POLICY

7.2.D. RE-EMPLOYMENT RIGHTS

Any regular employee who leaves the job, voluntarily or involuntarily, to enter active duty in the United States armed forces may return to the job in accordance with the Uniformed Services' Employment and Re-employment Rights Act of 1994 (§ 43) and the provisions of Tennessee Code Annotated §8-33-101 et seq. Once the official orders are received, the

employee will be placed on military leave without pay and must apply for reinstatement within ninety (90) days after release from active military duty.

Section 9. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 9, titled "Terminations and Disciplinary Actions," Section 9.1, titled "Terminations," is hereby amended by deleting Subsection b, titled "Retirement," in its entirety and substituting therefor a new Subsection b, titled "Retirement," which new subsection shall read as follows:

9.1 TERMINATIONS

- b. Retirement. Employees shall be eligible for retirement upon meeting the age or years of service provisions prescribed by the Tennessee Consolidated Retirement System. Employees choosing to retire are required to submit a formal resignation notice, providing a minimum of two weeks' notice.

Section 10. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 9, titled "Terminations and Disciplinary Actions," Section 9.1, titled "Terminations," is hereby amended by deleting Subsection h, titled "Dismissal," in its entirety and substituting therefor a new Subsection h, titled "Dismissal," which new subsection shall read as follows:

9.1 TERMINATIONS

- h. Dismissal. The City Manager may dismiss an employee for the good of the City with reasons for dismissal including but not limited to:

1. Theft or destruction of City property;
2. Incompetency, inefficiency or negligence in the performance of duties;
3. Insubordination that constitutes a serious breach of discipline;
4. Advocacy of or participation in group tactics which disrupt normal work performance including, but not limited to, walk-outs, slow-downs, and other such activities not authorized by law.
5. Conviction of a criminal offense;
6. Unauthorized absences or abuse of leave privileges;
7. Acceptance of any consideration given with the expectation of influencing the employee in performance of the duties;
8. Falsification of records;
9. Use of official position for personal advantage;
10. Association with subversive groups as defined by appropriate Federal directive.

An employee who is being dismissed shall be provided an advance written notice containing the nature of the action, the reasons therefore and the right to answer the charges orally or in writing.

Section 11. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 9, titled "Terminations and Disciplinary Actions," Section 9.1, titled "Terminations," is hereby amended by deleting the final paragraph of the section, titled "Final Payment," in its entirety and

substituting therefor a new final paragraph, titled "Final Payment," which new paragraph shall read as follows:

9.1 TERMINATIONS

Final Payment

Employees who terminate shall receive payment for all earned salary and accumulated General Leave as provided in Section 11.1 e of Article 11. However, prior to final payment, all items of City property in the employee's custody shall be returned to the City. Any amount due because of a shortage in the returned items shall be withheld from the employee's final compensation or collected through other appropriate action. Any outstanding reimbursement agreement debt owed the City shall also be withheld from an employee's final payment.

Section 12. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 10, titled "Grievance Procedure," Section 10.3, titled "Grievance Procedure," is hereby amended by deleting subsection C, titled "Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board," in its entirety and substituting therefor a new subsection C, titled "Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board," which new subsection shall read as follows:

10.3 GRIEVANCE PROCEDURE

C. Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board

If an employee's grievance is not resolved at the City Manager level and said grievance involves a suspension, dismissal, or otherwise adversely affected by a personnel action, the employee may appeal the grievance to the Personnel Advisory Board forwarding to the Director of Administrative Services the original grievance filed with the Department Head along with the Department Head's/designee's response and the City Manager's/designee's response, if any. No additional information may be submitted as part of the appeal nor will additional information be considered. This appeal must be filed in writing within ten (10) business days of the City Manager's/designee's decision. The Personnel Advisory Board will set a hearing date to occur within sixty (60) days of the appeals receipt to conduct a formal hearing on the employee's grievance.

By City Charter Article V, Section 25, if in the opinion of the board, the procedures established for such personnel action were not complied with, the board shall make decisions that shall be binding on the City citing with specificity how the procedures were complied with by the City. In all other cases, the board shall report its findings and recommendations, which shall be advisory in nature, in writing to the City Manager, and the decision of the City Manager shall be final.

Section 13. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 11, titled "Leave," Section 11.1, titled "General Leave," is hereby amended by deleting subsection c, titled "Granting General Leave," in its entirety and substituting therefor a new subsection c, titled "Granting General Leave," which new subsection shall read as follows:

11.1 GENERAL LEAVE

c. Granting General Leave

Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour after the usual reporting time, if physically able to do so. Police and fire employees shall notify their supervisors at least one hour before their scheduled duty. Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form containing documentation identifying an approved reason for the use of unscheduled leave. Any unscheduled leave submitted without documentation or supervisor approval shall be considered as an unauthorized absence.

Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as unauthorized absences.

Section 14. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 11, titled "Leave," Section 11.2, titled "Emergency Leave," is hereby amended by deleting subsection a, titled "Emergency Leave Minimum Requirement," in its entirety and substituting therefor a new subsection a, titled "Emergency Leave Minimum Requirement," which new subsection shall read as follows:

11.2 EMERGENCY LEAVE

a. Emergency Leave Minimum Requirement

Regular fulltime employees must have a minimum of four hundred eighty (480) hours (672 hours for Fire Department station-based employees) and a proportionate share for regular part-time employees of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees) and a proportionate amount for regular part-time employees shall be added to Emergency Leave until the minimum number of hours is reached.

New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied. New regular employees will not be credited the 140 initial hours of Emergency Leave until the end of their initial six (6) month probationary period.

Section 15. 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: _____

RESOLUTIONS

POLICE DEPARTMENT MEMORANDUM
19-07

DATE: August 30, 2019
TO: Mark S. Watson, City Manager
FROM: Charles R. Smith, Chief of Police
SUBJECT: PROPOSAL FOR VETERINARY SERVICES FOR THE OAK RIDGE ANIMAL SHELTER

Introduction

An item for the agenda, a resolution approving an agreement with Dr. Matt Jinks, DVM, to provide professional veterinary services for the City of Oak Ridge Animal Shelter, in an amount not to exceed \$93,300 per year.

Funding

Funds for the annual base compensation of \$66,000 are assigned to the Professional and Contractual Services line of the Animal Control budget. During the August 20, 2019 meeting, City Council voted to amend the FY20 budget and increase this line from \$30,000 to \$66,000. The source of the additional \$36,000 was to be determined by the Budget and Finance Committee. In addition to a base compensation of \$5,500 per month, Dr. Jinks will receive a supplemental compensation of \$50 per adopted animal spayed or neutered. Total compensation for one (1) fiscal year under this agreement shall not exceed \$93,300 without advance written approval from the city.

Consideration

Dr. Jinks was the sole respondent to the City's Request for Proposals to provide veterinary services. At the direction of City Council, a contract was negotiated with Dr. Jinks, in which he agreed to provide 40 hours of veterinary services per week. In calendar years 2013-2018, Dr. Jinks performed an average of 546 spay/neuter procedures per year – 546 procedures at \$50 each would equal \$27,300. Therefore, compensation from adoption fees is not projected to exceed \$27,300 per year. Base compensation of \$66,000 plus potential supplemental compensation of \$27,300, equals \$93,300.

Recommendation

Approval of the attached resolution is recommended.

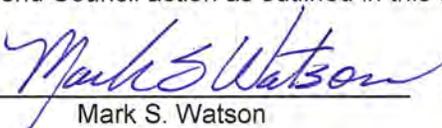


Charles R. Smith, Chief of Police

Attachments: Resolution

City Manager's Comments:

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


Mark S. Watson
Date 9/5/19

RESOLUTION

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DR. MATT JINKS, MARYVILLE, TENNESSEE, TO PROVIDE VETERINARY SERVICES AT THE OAK RIDGE ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED \$93,300.00.

WHEREAS, the City owns and operates the Oak Ridge Animal Shelter and is proud of the Shelter's status as a no-kill facility; and

WHEREAS, the Animal Shelter is in need of veterinary services to provide spay and neuter services and rabies vaccinations for adopted animals and to provide various other services such as animal examinations and inventory maintenance for medical supplies and drugs; and

WHEREAS, Dr. Matt Jinks has provided veterinary services for the Animal Shelter for numerous years and was the sole respondent to the City's Request for Proposals to provide veterinary services at the expiration of the current agreement term (June 30, 2019); and

WHEREAS, due to fiscal concerns, the proposed agreement was removed from the June 10, 2019 City Council meeting and resubmitted on August 20, 2019 at a reduced cost and reduced schedule to meet budgetary constraints; and

WHEREAS, at the August 20, 2019 meeting, City Council authorized the City to negotiate a four or five day schedule with Dr. Jinks with up to \$36,000.00 added to the base compensation amount, which amount will be funded through reallocation of existing budget line items; and

WHEREAS, the City and Dr. Jinks have negotiated a full-time (forty-hour per week) veterinary services agreement to provide the necessary veterinary services at the Animal Shelter; and

WHEREAS, the City Manager recommends approval of the professional services agreement with Dr. Jinks.

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

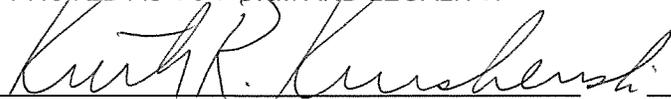
That the recommendation of the City Manager is approved and the professional services agreement with Dr. Matt Jinks, Maryville, Tennessee, to provide veterinary and other related services at the Oak Ridge Animal Shelter for a base compensation of \$5,500.00 per month and supplemental compensation of \$50.00 per adopted animal examined and treated is hereby approved; said agreement for Fiscal Year 2020 with up to five (5) additional one-year renewal options upon mutual consent and in the not to exceed amount of \$93,300.00 per fiscal year.

BE IT FURTHER RESOLVED that the City Manager may authorize renewals of this agreement if budgeted funds allow.

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

This the 9th day of September 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
19-101

DATE: August 16, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director. *SAM*
FROM: Patrick S. Berge, P.E., Utility Manager
SUBJECT: A RESOLUTION AUTHORIZING FOXPE TO PERFORM A NUTRIENT REDUCTION AND PLANT WIDE STUDY AT THE TURTLE PARK WASTEWATER TREATMENT PLANT

Introduction

An item for City Council's consideration is a resolution authorizing the City to award a contract to FOXPE, Nashville, TN, for a nutrient reduction and plant wide study at the Turtle Park Wastewater Treatment Plant for an amount not to exceed \$102,000.

Funding

Funding is available from the Waterworks Fund.

Consideration

The National Pollutant Discharge Elimination System (NPDES) permit requires a nutrient reduction study to be prepared for the Turtle Park Wastewater Treatment Plant. This study targets nitrogen and phosphorous. Reduction may be accomplished by physical, biological or chemical processes. The current facility consists of units constructed in the early 1980s and late 1990s. This study will evaluate the units of the wastewater plant in relation to potential nutrient reduction and will expand to include potential benefits of upgrades to major processes.

FOXPE Engineering has worked with the City on upgrades at the wastewater plant and the Turtle Park Pump Station. A proposal has been provided by FOXPE to further evaluate the facility, both in regards to the requirements of the NPDES permit, and the further evaluation of the current condition of plant processes. The previous evaluation work performed by FOXPE will be incorporated into this study. Opportunities for cost savings exist and will be evaluated, specifically looking at the blower and aeration system. Potential cost savings will be evaluated to offset potential costs incurred to meet potential nutrient reduction requirements. Two (2) reports will be generated, the first specifically addressing the requirements of the NPDES permit, and a second addresses the plant needs for upgrades and replacements of specific processes.

Recommendation

Staff recommends authorizing this contract for FOXPE, Nashville, TN, to perform a nutrient reduction and plant wide study at the Turtle Park Wastewater Treatment Plant.

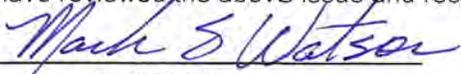
Attachment(s)
Resolution

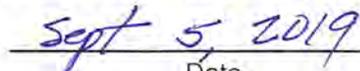


Patrick S. Berge, P.E.

City Manager's Comments:

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


Mark S. Watson


Date

RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FOXPE, LLC, NASHVILLE, TENNESSEE, TO PERFORM A NUTRIENT REDUCTION AND PLANT-WIDE STUDY FOR THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$102,000.00.

WHEREAS, the City owns and maintains the Turtle Park Wastewater Treatment Plant; and

WHEREAS, the City's National Pollutant Discharge Elimination System (NPDES) permit requires a nutrient reduction study to be prepared for the Turtle Park Wastewater Treatment Plant; and

WHEREAS, in addition to the required nutrient reduction study, the City desires to have the current condition of plant processes evaluated; and

WHEREAS, FOXPE, LLC, Nashville, Tennessee, has worked with the City in the past on upgrades at the plant and the pump station, which knowledge will be beneficial in performance of the study; and

WHEREAS, the City Manager recommends approval of a professional services agreement with FOXPE, LLC, 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 FOXPE, LLC, Nashville, Tennessee, to perform a nutrient reduction and plant-wide study for the Turtle Park Wastewater Treatment Plant is hereby approved in an amount not to exceed \$102,000.00.

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

This the 9th day of September 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
19-108

DATE: August 28, 2019
TO: Mark S. Watson, City Manager
FROM: Shira A. McWaters, P.E., Public Works Director
SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES – CENTRAL SERVICE CENTER ROOF

Introduction

An item for City Council's consideration is the recommendation of a professional services agreement, in a not to exceed amount of \$95,500, with RoofConnect®, National Roofing Services, Sheridan, AR, for design, bid, construction administration and part time resident observation services for the replacement of the Central Service Center roof.

Funding

Funding is available in the Capital Projects Fund.

Background/ Consideration

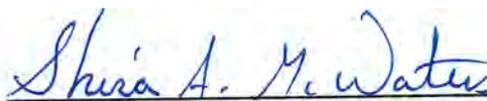
A city-wide roofing study was completed by RoofConnect® in December 2017, which recommended a projected \$12 million in roof replacement over the next 10 to 12 years. The existing roof on the Central Service Center is at the end of its useful life and requires replacement. In addition, several improvements at this facility have been completed as part of the energy savings project. Replacement of this roof will help protect the structure of the building and its interior, which houses the Electrical Department, Warehouse and Materials Management, Public Works Department, School Maintenance and Busing, Equipment/Vehicle Shop, and a shop area for Parks.

The not to exceed fee in the proposal is \$95,500, which includes field investigation services, preparation of construction documents, bidding services, construction administration, and part-time resident observation services. The proposed part-time residential observation services is for two (2) days per week. We recommend an additional allowance, only to be used if needed and approved by the City, of \$10,000 for additional professional services and additional observation services that may be needed based on the condition of the roof's underlayment, which is unknown at this time. The additional allowance will allow the City to add additional days for inspections, project meetings, etc., if needed. The proposal cost and allowance, if used represents approximately 7% of the total estimated construction cost of \$1,500,000, which is within industry standards for design and construction services.

Recommendation

A written proposal was received from RoofConnect® to provide design, bid, construction administration, and part-time resident observation for this project. Based on the review of the scope of work and submitted cost proposal, Staff recommends a Professional Service Agreement with RoofConnect®. Adoption of the attached resolution is recommended.

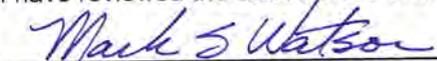
Attachment(s)
RoofConnect® proposal
Resolution



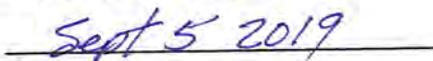
Shira A. McWaters, P.E.

City Manager's Comments:

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



Mark S. Watson



Date

Ms Shira McWaters
Public Works Department Director
City of Oak Ridge
100 Woodbury Lane P.O. Box 1
Oak Ridge, TN 3783-0001

Re: Oak Ridge City Schools; Central Service Center Building Consulting Services

RoofConnect is proposing to provide the following scope of services.

1. Field Investigation Services:

- a. **Interviews** with the key project and site personnel to discuss the site conditions, proposed construction activities, ground level staging, site work restrictions, and other construction related items.
- b. **Collect/Copy** existing building drawings applicable to the planned roofing activities.
- c. **Review** available documents and information including existing construction drawings to assist with the field investigation and preparation of new construction documents.
- d. **Visual Observations** of readily accessible components of the roof and adjoining wall systems to determine as-built construction conditions including:
 - i. Verify type, size, and condition of the drainage components to verify with local code requirements
 - ii. Roof top equipment covers and housings from a perspective of watertight integrity
 - iii. Exterior building walls and conditions; if issues related to the exterior walls are identified, RoofConnect will advise Owner's representative of concerns.
 - iv. Roof deck and supporting structural components to identify visual deficiencies. This will not be a structural evaluation. *If structural issues are identified during the field investigation that require the onsite services of a structural engineer, RoofConnect will provide a proposal for those services separate from this proposal.*
- e. **Destructive Investigation** of field and typical flashing details to verify as-built construction conditions at locations determined by RoofConnect.
 - i. Intensive Destructive Investigation: The need for additional investigation beyond the work identified above. This work is to allow for investigation of existing construction conditions that cannot be seen by standard investigation normal processes. Building component have to be removed and then reassembled. These services and costs will be brought to the owner's attention as a change order to the original contract.
- f. **Roof Cores** will be taken to verify the roof construction condition. If the roofs are reported to be under warranty, then no cores will be taken.
- g. **Sketches** will be prepared in the field to allow for the preparation of a scaled roof plan to show roof perimeters, locations of roof penetrations, and to prepare construction details showing construction conditions at typical roof perimeters and penetrations for the new roof components.
- h. **Sustainability Review** of existing roofing components to determine if components can be reused after construction to reduce project costs. RoofConnect cannot guarantee that any of the components may be reused.
- i. **Code Review Meeting** with local code officials to verify requirements for the roofing products. This will include energy, drainage, and other local code requirements for the work.

- j. **Material Manufacturer Interviews** to review roofing materials and systems as options for the new roofing systems to meet all applicable code and client requirements. Additionally, warranty options and costs will be reviewed for the various roofing systems.
 - k. **Written Recommendations** in a summary letter will be prepared which will include results of our field services and recommendations with more accurate construction estimates.
 2. **Construction Documents;** Based on the approved design criteria, the roof survey, and confirmed budget, RoofConnect will prepare construction documents to use for competitive bidding. The construction documents will be prepared in general accordance with the Construction Specification Institute (CSI) formats, which are the current industry standard. Front end documents including bidding forms, contract conditions, and contract forms may be provided by the Owner. The documents may include the following:
 - a. Roof plans indicating dimensions, roof equipment, roof drains, slopes and flashings
 - b. Project specific detailed scope of work
 - c. Project specific roofing details indicating roofing system design, metal flashings, miscellaneous carpentry, drain connections, etc.
 - d. Project technical specifications detailing requirements for roofing materials and methods of construction, warranty and schedule issues.
- The construction documents shall be prepared by a Registered Roof Consultant (RRC as certified by RCI, Inc.).
3. **Bidding Services;** RoofConnect will assist with the bidding process. We will invite pre-qualified contractors, attend one pre-bid meeting on behalf of the client, issue meeting minutes, respond to inquiries during the bidding period, review the bids, and make recommendations for award. After Client negotiates and awards the construction contract to the successful bidder, RoofConnect will provide project administration services as outlined below.
 4. **Project Administration and Closeout Services;**
 - a. Review Contractor's construction schedule
 - b. Review Contractor's submittals for compliance with specification documents
 - c. Conduct/attend one pre-construction meeting
 - d. Review change orders for client approval
 - e. Assist Owner with the following close-out items:
 - i. Punch list inspection at substantial completion of Work
 - ii. Final inspection with manufacturer's representative to confirm warranty compliance
 - iii. Review Contractor Provided As-Built Drawings
 5. **Rooftop Construction Observation Services:** RoofConnect proposes to provide periodic on-site observation services during construction activities. While on site, RoofConnect will observe and document the contractor's construction activities. The observation will promote quality and verify that the work is completed in compliance with the approved construction documents. Field reports will be prepared during the site visits and the reports will be reviewed by our local site personnel. The information in the reports typically include:
 - a. Roofing contractor crew size
 - b. General weather conditions
 - c. General roof area where work was observed
 - d. General description of observed work
 - e. Approximate quantities of roof components installed
 - f. Documentation of "Unit Price" work items
 - g. Photographic documentation
 - h. Open construction items requiring resolution

Twenty-five (25) site inspections will be included for the project. If project requires more than twenty-five (25) inspections, then a unit cost per inspection will be applied. With periodic observation, RoofConnect will only be able to observe roof construction for some of the construction activities. RoofConnect will not be able to report on the quality or methods of construction for work completed while we are not onsite. With periodic observation, the time and days of the site visits will be scheduled to coincide with the installation of key components or construction milestones. RoofConnect can also provide a scope and fee schedule for full-time observation services.

6. **Project Close Documentation;** RoofConnect will assist Owner in obtaining copies of information pertaining to the project including:
- a. Specifications/Drawings
 - b. Reports documenting construction work during site visits
 - c. Final Inspection Report
 - d. Manufacturer's and Contractor's Warranty Documents
 - e. Assist Owner with following close-out items:
 - i. Punch list inspection at substantial completion of Work
 - ii. Final inspection with manufacturer's representative to confirm warranty compliance.
 - iii. Review Contractor Provided As-Built Drawings

Project Schedule

RoofConnect will provide target completion dates when the project is authorized as outlined in the "Project Authorization" section of this proposal. The completion of our fieldwork will be impacted by weather variables which could impact our completion schedule. The construction documents can generally be completed within two to four weeks after agreement on the final scope of work.

Special Project Conditions

The pricing offered for our services is based upon RoofConnect personnel being able to work continuously without interruption to complete the planned work during one mobilization. Delays due to site shutdowns or work restrictions beyond RoofConnect's control once at the site will impact pricing. We are proposing to complete the fieldwork with one or two people on site. If the client has site specific work requirements or more restrictive safety protocols that require additional personnel or safety requirements, then these policies must be communicated to us during the proposal phase.

Client will need to arrange for our access to the property and the buildings as required to complete these services. RoofConnect shall not be liable for any delays or additional costs as a result of our inability to access the site during the requested/authorized work hours. The fees shown below do not include any costs for background checks, drug screening, or on-site safety training requirements that may delay the completion of our work.

The following other work conditions shall apply to our services and fees for this project:

- Access to all roofs can be achieved through existing stairs, roof hatches, or wall mounted ladders.
- If roof access requires the use of aerial lifts, the Client shall provide the aerial lifts and the lifts will be operated by Client personnel. RoofConnect will provide OSHA approved fall protection harnesses and lanyards.
- To ensure that sealed drawings can be provided, existing building drawings (architectural, structural, etc.) shall be provided to us to gather the information necessary to provide an engineer's seal. If existing building drawings do not exist, RoofConnect may not be able to provide sealed drawings without providing additional services to create the necessary drawings. We will provide a separate proposal with the additional scope of work fees.



- Our services SHALL NOT INCLUDE the preparation of structural drawings to determine the existing load capacities of the structure if the necessary structural drawings are not available.

Scope of Services Pricing

RoofConnect proposes to provide the outlined scope of services based on the following schedule:

Service Description	Fee
1. Field Investigation for Construction Documents	\$14,950
2. Preparation of Construction Documents	\$38,500
3. Pre-Bid Meeting and Meeting Minutes	\$5,900
4. Bid Analysis and Recommendation for Award	\$3,950
5. Submittal Review	\$4,500
6. Pre-Construction Meeting and Meeting Minutes	\$5,500
7. Progress Meetings and Field Observations (25 Site Visits @ \$500 / Visit)	\$10,000
8. Punch List Inspection & Report	\$4,500
9. Final Inspection & Report	\$3,500
10. Project Closeout Activities & Report	\$3,200
Total for Construction Document, and Project Administration Services	\$95,500

The roof observation services will include the site time, report preparation time, travel, and other associated fees to complete the work. If requested, our Roof Observer can attend a Project Meeting with the Owner during our site visits. The roof observation services can be discussed once the project schedule is determined.

Notes

1. The pricing shown is based on this proposal being used as the contract document for RoofConnect services. Any Terms and Conditions noted on any alternative contracting document will require legal review prior to acceptance and may affect the pricing.
2. Proposal includes all management, labor, equipment, fees and associated expenses. The pricing offered in this proposal is based on the Insurance Limits outlined in Section 9 of the Standard Provisions. **If additional coverage is required, RoofConnect will amend the pricing to reflect the additional cost.**
3. The pricing in this proposal is based on "Net 30: payment terms from the date of invoice. RoofConnect reserves the right to revise our pricing based on other payment terms. **If a third party payment vendor is required for payment, the additional fee to use the service shall be added to the cost.**
4. Refer to RoofConnect's terms and conditions for specific items that govern our service.
5. Client is responsible for providing OSHA approved roof access to the roofs.

We appreciate the opportunity to provide a proposal for these services and look forward to the opportunity to continue to serve as your Professional Building Envelope Consultant. The following pages contain the Project Authorization, a Client Project Information sheet, and our Standard Provisions for services. Please review all of the information and feel free to contact us if you have any questions.

Respectfully,

Ralph Velasquez
Federal Business Manager
RoofConnect

P.O. Box 908, 44 Grant 65
Sheridan, AR 72150
P 877-942-5613
F 870-942-2666
E info@roofconnect.com
W roofconnect.com



Project Authorization

I hereby accept the scope of services quotation and by my signature; I bind the corporation for the costs of these services. Unless agreed to prior to contract execution, the invoicing schedule shall be as follows:

- Invoice for Construction Documents at delivery of draft documents to Owner.
- Invoice for Project Administration and Roof Observation services on a monthly basis.

The pricing offered in this proposal was based on the information listed in this proposal and is valid for 90 days from the proposal date. After 90 days, RoofConnect reserves the right to review our pricing and revise our proposed scope and services prior to executing the proposal. The signature below signifies that the party has read and comprehends the above proposal as well as the attached Terms and Conditions documents which governs the specifics of our services:

Initial Authorized Service

Field Investigation for Construction Documents	_____	(\$14,950)
Preparation of Construction Documents	_____	(\$38,500)
Pre-Bid Meeting and Meeting Minutes	_____	(\$5,900)
Bid Analysis and Recommendation for Award	_____	(\$3,950)
Submittal Review	_____	(\$4,500)
Pre-Construction Meeting	_____	(\$5,500)
Progress Meetings & QA Inspections	_____	(\$10,000)
Punch List Inspection & Report	_____	(\$4,500)
Final Inspection & Report	_____	(\$3,500)
Project Closeout Services	_____	(\$3,200)

Client Authorization:

Date:

RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THE CENTRAL SERVICES COMPLEX ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$95,500.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO \$10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECT.

WHEREAS, in late 2017, the City contracted with RoofConnect® of Sheridan, Arkansas, to conduct a roofing study for city and school facilities; and

WHEREAS, said study showed the roof at the Central Services Complex is at the end of its useful life and is in need of replacement; and

WHEREAS, replacement of the Central Services Complex roof will also serve to help protect the structure and its interior; and

WHEREAS, RoofConnect® has submitted a proposal to provide the following services for this project: field investigation, construction document preparation, pre-bid and bidding assistance, project administration and closeout, construction observation, and project close documentation; and

WHEREAS, the City Manager recommends approval of a professional services agreement with RoofConnect® for these services.

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

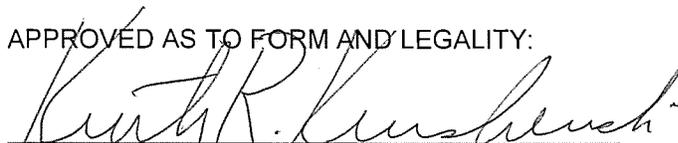
That the recommendation of the City Manager is approved and a Professional Services Agreement with RoofConnect®, P.O. Box 908, 44 Grant 65, Sheridan, Arkansas 72150, to provide field investigation, construction document preparation, pre-bid and bidding assistance, project administration and closeout, construction observation, and project close documentation services for the Central Services Complex roof replacement project is hereby approved in an amount not to exceed \$95,500.00.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute amendments and change orders in an amount up to \$10,000.00 over the contract price for additional services, if needed, which arise during the construction project such as additional professional services and observation services based upon the condition of the roof's underlayment which is unknown at this time.

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

This the 9th day of September 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
19-104

DATE: August 30, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director *SAM*
FROM: Patrick S. Berge, P.E., Utility Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE MODIFICATION AND REPAIR OF THE LOUISIANA AVENUE 100,000-GALLON ELEVATED WATER TANK**

Introduction

An item for City Council's consideration is a resolution authorizing the City to award a bid to Classic Protective Coatings, Menomonie, WI, for the furnishing of labor, materials, equipment and supplies necessary to rehabilitate and repaint the Delaware Avenue elevated water storage tank, in an amount not to exceed \$366,400.

Funding

Funding is available from the Waterworks Fund.

Background

The City of Oak Ridge is required by the Tennessee Department of Environment and Conservation (TDEC), through their Sanitary Survey process, to have all potable water tanks inspected every five (5) years by a qualified engineer, who then provides a written recommendation for the maintenance of the tanks. During the most recent TDEC Sanitary Survey, performed October 2016, the recommendation was made for the rehabilitation of this water storage tank. Failure to comply with the TDEC Sanitary Survey recommendation allows TDEC to impose a fine on the City.

The storage tank requiring rehabilitation and repainting is a 100,000 gallon potable water, elevated storage tank located off West Outer Drive near Louisiana Avenue. The tank is fed by the Louisiana Booster station and provides consistent water and pressure to the portion of the City in the Louisiana Water Region.

The work in general consists of the cleaning, abrasive-blasting, modifying the tank to current OSHA standards, and painting the interior and exterior surfaces, steel accessories, including ladders, handrails, and cage.

Recommendation

Staff recommends awarding this bid to Classic Protective Coatings (Menomonie, WI). Sealed bids were requested with the bid request placed on the City website and Vendor Registry with the bid opening on August 29, 2019. Three (3) bids were received, only two of which were responsive, from which Classic Protective Coatings provided the lowest bid.

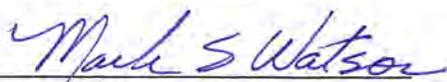
Attachment(s)
Resolution



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

Sept 5, 2019

Date

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

FY2020-006

OPENING DATE: August 29, 2019 2:00 P.M.

FOR --- Rehabilitation & Repainting of Louisiana Avenue 100,000 Gallon Elevated Water Tank			BIDDER: Classic Protective Coatings, Inc. N7670 State Highway 25 Menomonie, WI 54751		BIDDER: Scott I. Enterprises, Inc. 513 Calderwood Hwy Maryville, TN 37801		BIDDER: Tank Pro, Inc. 5500 Watermelon Road Northport, AL 35473		BIDDER:		
DESCRIPTION	ITEM	QUANTITY	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 THE REHABILITATION & REPAINTING OF LOUISIANA AVENUE 100,000 GALLON ELEVATED WATER TANK PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE, PUBLIC WORKS DEPARTMENT	1			\$ 316,950.00		\$ 580,000.00		\$ 505,517.00			
Additive Alternate	2			\$ 49,450.00		\$ 5,000.00		* Incorrect Bid Form was used instead of Bid Form per Addendum No. 1			
TOTAL PRICE				\$ 366,400.00		\$ 585,000.00		\$ 505,517.00			
TERMS				Net 30		Net 30		Net 30			
DELIVERY				Per Contract		Per Contract		Per Contract			
F.O.B.				Oak Ridge		Oak Ridge		Oak Ridge			
VIA				Vendor		Vendor		Vendor			
OTHER BIDDERS CONTACTED: See Bid Process Form								BIDS OPENED AND RECORDED BY---			
								<i>Lyn Majeski</i>			
								Lyn Majeski Purchasing Manager			
REASON FOR AWARD:				RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY---			
ONLY BID RECEIVED <input type="checkbox"/>				Classic Protective Coatings, Inc.				<i>Dallas Dyce</i>			
LOW PRICE <input type="checkbox"/>				N7670 State Highway 25				Dallas Dyce			
BETTER OR REQUIRED DESIGN <input type="checkbox"/>				Menomonie, WI 54751				Accounting Manager			
EARLY DELIVERY <input type="checkbox"/>											
LOWEST TOTAL COST <input checked="" type="checkbox"/>											

BID PROCESS FORM



BID NAME	FY2020-006	DESCRIPTION	Rehabilitation & Repainting of Louisiana Avenue 100,000 Gallon Elevated Water Tank
CITY COUNCIL MEETING	September 9, 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>
Planet, Inc.	Janet Manuel	920 North Front Street	Rockwood, TN 37854	865-354-0605	planetinc@comcast.net	[e-mail]
Tank Pro, Inc.	Phillip Stearman	5500 Watermelon Road	Northport, AL 35473	888-621-8896	phillip@tankproinc.com	[e-mail]
	Angie Cheek				Angie@tankproinc.com	[e-mail]
Preferred Sandblasting & Painting, LLC	Bobby Harris	107 Anthony Lane	Shelbyville, TN 37160	931-685-1009	preferedsandblastingllc@yahoo.com	[e-mail]
Pittsburg Tank & Tower Co., Inc.	Melinda Jones	1 Watertank Place	Henderson, KY 42420	270-826-9000	mjones@pttg.com	[e-mail]
Scott I. Icenhower, LLC	Bill Arts	513 Calderwood Hwy	Maryville, TN 37801	865-805-0299	arts.bill@gmail.com	[e-mail]
	Theresa Arts				arts.theresa@gmail.com	[e-mail]
Horizon Bros.	Terri Lewis	1053 Kendra Lane	Howell, MI 48843	810-632-3362	terri@horizonbros.com	[e-mail]
					office@horizonbros.com	[e-mail]
SpecPro Environmental Services, LLC	Jennifer Little	1006 Floyd Culler Court	Oak Ridge, TN 37830	865-813-2802	jlittle@specproenv.com	[e-mail]
	Jilda Culpepper				jculpepper@specproenv.com	[e-mail]
	Billy Culpepper				BCulpepper@specproenv.com	[e-mail]

BIDDERS WHO CONTACTED THE CITY AFTER ADVERTISED (CONTACT INFORMATION)

Classic Protective Coatings, Inc.	Brittany Dittman	N7670 State Highway 25	Menomonie, WI 54751	715-233-6267	cpcadmin@classicprotectivecoatings.com	[e-mail]
Entropy Coating Solutions	Logan	156 Wagon Wheel Lane	Decherd, TN 37324	865-575-0808	logan@entropycoating.com	[e-mail]
Tim Payne Painting	Joe Berkley	111 Cedar Lane	Chattanooga, TN 37421	423-498-3799	jberkley@timpaynepainters.com	Pre-Bid
	Joel Depas				joeldepas@timpaynepainters.com	Pre-Bid
TNEMEC Company, Inc.	Mark Goulet	123 West 23 Avenue	North Kansas City, MO 64120	816-483-3400	mark@nexgen-cr.com	Pre-Bid

BIDS RECEIVED FROM BIDDERS CONTACTED DIRECTLY BY THE CITY

Scott I. Icenhower, LLC, and Tank Pro, Inc.

BIDS RECEIVED FROM BIDDERS NOT DIRECTLY CONTACTED BY THE CITY

(e.g., City's Website, Vendor Registry, Planrooms, Word of Mouth)

Classic Protective Coatings, Inc.

ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 37 days.

RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2020-006) TO CLASSIC PROTECTIVE COATINGS, INC., MENOMONIE, WISCONSIN, FOR REHABILITATION AND REPAINTING OF THE LOUISIANA AVENUE 100,000 GALLON ELEVATED WATER TANK IN AN AMOUNT NOT TO EXCEED \$366,400.00.

WHEREAS, the City of Oak Ridge has issued an invitation to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for the rehabilitation and repainting of the Louisiana Avenue 100,000 gallon water tank; and

WHEREAS, bids were received and publicly opened on August 29, 2019, with Classic Protective Coatings, Inc., Menomonie, Wisconsin, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

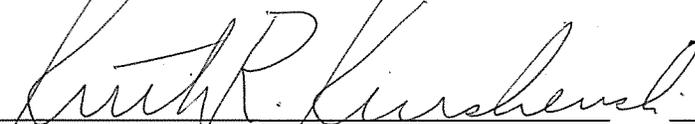
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby Classic Protective Coatings, Inc., N7670 State Highway 25, Menomonie, Wisconsin 54751, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the rehabilitation and repainting of the Louisiana Avenue 100,000 gallon water tank; said award in strict accordance with contract number FY2020-006, the required specifications, and the bid as publicly opened on August 29, 2019, and in an amount not to exceed \$366,400.00.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM

19-47

DATE: August 27, 2019
TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
SUBJECT: UTILITY BUSINESS OFFICE RENOVATION

Introduction

An item for City Council's consideration is a resolution awarding a contract in the amount of \$311,525.00 to Wright Contracting, Inc., Knoxville, Tennessee for the renovation and installation of security improvements for the Utility Business Office at the Municipal Building.

Funding

Funding was provided in the Capital Improvements Budget in the amount of approximately \$228,000. The remainder of the funding will be from the Electric Fund in the amount of \$83,525.

Consideration

The Utility Business Office functions as the "bank" of the City. Employees in the area handle payments for water, wastewater, electric and refuse, as well as for both real and personal property taxes, among others. These functions take place in a fast paced, customer-centric environment.

Staff believes that the current arrangement of partitions, offices and controlled doorways does not provide adequate security to the area. As such, staff contracted with Studio Four Design, Inc. to prepare plans to renovate and remodel the area. The new design includes several enhancements for the security of the employees and City assets.

The redesigned service counter will incorporate physical protections which have been observed in other utility settings to allow free flow of information between customers and employees. Internal offices will be accessed through a multi-layered security system. Most work areas will actually be easier to access for authorized individuals, but access will be more controlled and secured for the cashiering area.

Several offices are being converted into an open office area. This will allow flexibility in the future as technology changes and replaces some of the functions that take place in that area.

The resulting contract package was bid with bids opened on August 15, 2019.

Four bids were received for the work, ranging from a low of \$337,000.00 to \$410,795.00, absent any contingency. Studio Four Design, Inc., working with staff and the low bid contractor, developed several cost saving alternatives which have reduced the bid by \$ 45,855.00, bringing the total contract amount to \$291,145.00.

Because of the nature of the project, staff believes a 7% pre-approved contract amendment is appropriate. This money will not be spent without an authorized and executed change order. The recommended contingency is \$20,380.00. Any non-emergency change orders with a cost above that amount will be brought back before the Council for approval.

Staff believes that since many of the changes being made are to meet the security needs imposed by the volume and value of utility cash transactions, but also to prepare the area to better handle space and

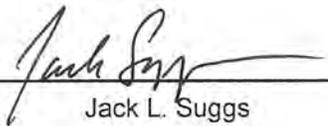
technology needs imposed by future changes to our business model, that it is appropriate that the utility funds pay for a portion of the work to be completed. The contribution of \$83,525 from the Electric Fund both recognizes that impact and facilitates the project.

During construction, staff anticipates relocating the Utility Business Office function to a space in the Oak Ridge Civic Center which is being vacated by the relocation of the Oak Ridge Senior Center. Staff is working on logistics of relocation, including signage, assistance to customers and security.

Although the nature of the work does not permit an open discussion of the specifics of the current or proposed security provisions, I would be more than happy to answer questions on a one on one basis.

Recommendation

Staff recommends approval of the attached resolution.

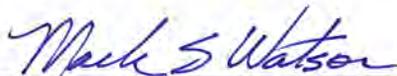


Jack L. Suggs

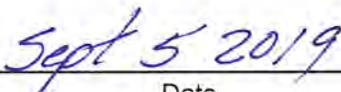
cc: Janice McGinnis, Finance Director
Marlene Bannon, Business Office Manager

City Manager's Comments:

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



Mark S. Watson



Date

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

FY2020-030

OPENING DATE: August 16, 2019 2:00 P.M.

FOR --- Oak Ridge Utility Business Office Renovation			BIDDER: Wright Contracting, Inc. 1116 Farrington Drive Knoxville, TN 37923		BIDDER: Leon Williams Contractors, LLC 337 Whitecrest Drive Maryville, TN 37801		BIDDER: K & F Construction, Inc. 3222 Northwest Park Drive Knoxville, TN 37921		BIDDER: Holston Construction Services, LLC 1719 6th Avenue Knoxville, TN 37917		
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 UTILITY BUSINESS OFFICE RENOVATION PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE				\$ 337,000.00		\$ 356,000.00		\$ 361,200.00		\$ 410,795.00	
VALUE ENGINEERING				\$ (45,855.00)		\$ (45,855.00)		\$ (45,855.00)		\$ (45,855.00)	
CONSTRUCTION CONTINGENCY				\$ 20,380.00		\$ 20,380.00		\$ 20,380.00		\$ 20,380.00	
TOTAL PRICE				\$ 311,525.00		\$ 330,525.00		\$ 335,725.00		\$ 385,320.00	
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---				
							<i>Lyn Majeski</i>				
							Lyn Majeski Purchasing Manager				
REASON FOR AWARD:			RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY---				
ONLY BID RECEIVED <input type="checkbox"/>			Wright Contracting, Inc. 1116 Farrington Drive Knoxville, TN 37923				<i>Dallas Dyce</i>				
LOW PRICE <input type="checkbox"/>											
BETTER OR REQUIRED DESIGN <input type="checkbox"/>											
EARLY DELIVERY <input type="checkbox"/>											
LOWEST TOTAL COST <input checked="" type="checkbox"/>							Dallas Dyce Accounting Manager				

BID PROCESS FORM

BID NAME FY2020-030 **DESCRIPTION** Oak Ridge Utility Business Office Renovation

CITY COUNCIL MEETING September 9, 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>
Tillman Construction	Allen Tillman	117 Center Park Drive #211	Knoxville, TN 37922	865-470-4164	allen@tillmancompanies.com	Engineer/ Advertisements/ Vendor Registry/ Plan Rooms/ Emails
George W. Reagan Company	Garren Burket	1700 Grainger Avenue	Knoxville, TN 37917	865-522-6175	Garren@gwreagan.com	
Christopoulos & Kennedy Construction, Inc.	Christos Christopoulos	2301 Hatcher Drive NW	Knoxville, TN 37921	865-330-3541	cchristopoulos@ckgcinc.com	
North Wind Construction Services, LLC	Katie McAdams	1425 Higham Street	Idaho Falls, ID 83402	615-347-3979	kmcadams@northwindgrp.com	
Service One, Inc.	Mark Bentley	7808 Asheville Hwy	Knoxville, TN 37924	865-932-2003	mbentley@s1inc.co	
Wright Contracting, Inc.	Rachel Gardner	1116 Farrington Drive	Knoxville, TN 37923	865-384-0748	rgardner@wrighttn.com	
K & F Construction, Inc.	Randy Byrd	3222 NW Park Drive	Knoxville, TN 37921	865-859-9249	tim@kfconst.com	
Hickory Construction, Inc.	Ron Dorsey	124 Kent Place	Alcoa, TN 37701	865-983-7856	rdorsey@hickoryconstruction.com	
J.S. Ridenour Construction, Inc.	Jeff Stooksbury	7700 Conner Road	Powell, TN 37849	865-938-1500	jstooksbury@ridenourcompanies.com	
Trinity Contracting Services Co., LLC	Travis Mayton	40 N Jefferson Circle	Oak Ridge, TN 37830	865-425-9700	t.mayton@tcsc-llc.com	
First Place Finish, Inc.	Laurel Patrick	1020 Commerce Park Drive Suite G	Oak Ridge, TN 37830	865-482-1959	lpatrick@firstplacefinish.us	
Wood Brothers Construction Company		219 Young High Pkwy	Knoxville, TN 37920	865-577-5535	paul_foster@woodbrothers.com	
Merit Construction, Inc.	T. Brewster	10435 Dutchtown Road	Knoxville, TN 37932	865-966-4100	tbrewster@meritconstruction.com	
Richardson Turner Construction	Chris Hipshire	10425 Cogdill Road, Suite 100	Knoxville, TN 37932	865-966-8999	chipshire@rtcc.net	
Riikola Construction	Rick Riikola	117 Adelphia	Oak Ridge, TN 37830	865-338-0955	riikola@comcast.net	
Design & Constructions Services, Inc.	Robert Coggins	6020 Industrial Heights Drive	Knoxville, TN 37909	865-523-9730	robert@dcsigc.com	
Southern Constructors, Inc.	Mike Huenefeld	1150 Maryville Pike	Knoxville, TN 37920	865-579-5351	mhuenefeld@southernconstructorsinc.com	
Creative Structures, Inc.		3208 Tazwell Pike	Knoxville, TN 37918	865-688-1335	'bob@creativestructuresinc.com'	
Blaine Construction Corporation	Jason Gibson	6510 Deane Hill Drive	Knoxville, TN 37919	865-693-8900	kgibson@blaineconstruction.com	
	Guy Webb				gwebb@blaineconstruction.com	
					Ljackson@blaineconstruction.com	
					jsutherland@blaineconstruction.com	
Holston Construction Services, LLC	David Decker	1719 6th Avenue	Knoxville, TN 37917	865-622-7597	ddecker@holstonllc.com	
Berkel & Company Contractors, Inc.	Vaughn J. Godet, P.E.	7300 Marks Lane	Austell, GA 30168	770-941-5100	vgodet@berkelapg.com	
Southern Shores Development	Chris B	1001 Spring Hill Road	Knoxville, TN 37914	865-329-3232	chrisb@shoresouth.com	
Johnson & Galyon, Inc.	Andy Broome	1130 Atlantic Avenue	Knoxville, TN 37917	865-688-1111	abroome@johnsongalyon.com	
Pioneer Builders, Inc.	Albert Beasley	2928 E Magnolia Avenue #100	Knoxville, TN 37914	865-216-8138	albertbeasley@msn.com	
Evans-Ailey Construction	Phillip Stiles	107 Brushy Valley Road	Clinton, TN 37716	865-498-0132	phillip@eacinc.net	
Leon Williams Contractors, LLC	Jimmy Hawkins	337 Whitecrest Drive	Maryville, TN 37801	865-982-1734	jhawkins@lwcontractorstn.com	
EDCI (Elite Drywall & Construction, Inc.)	Randall Turman	2918 East Magnolia Avenue #205	Knoxville, TN 37914	865-249-7338	randall@edcitr.com	

BIDS RECEIVED

(e.g., City's Website, Vendor Registry, Planrooms, Word of Mouth)

Wright Contracting, Inc., Leon Williams Contractors, LLC, K & F Construction, Inc. and Holston Construction Services, LLC

ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 24 days.

RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2020-030) TO WRIGHT CONTRACTING, INC., KNOXVILLE, TENNESSEE, FOR THE RENOVATION AND INSTALLATION OF SECURITY IMPROVEMENTS FOR THE UTILITY BUSINESS OFFICE IN AN AMOUNT NOT TO EXCEED \$311,525.00.

WHEREAS, the City's Utility Business Office is in need of renovation and security improvements to address the volume of transactions and to better prepare the space for future technology needs; and

WHEREAS, bids were received and publicly opened on August 15, 2019, with Wright Contracting, Inc., Knoxville, Tennessee, submitting the lowest and best bid; and

WHEREAS, in an effort to reduce the cost of the project while meeting the anticipated needs of the Office, negotiations were conducted between the City, Studio Four Design, Inc. (the City's architect), and Wright Contracting, Inc., to develop cost-saving alternatives; and

WHEREAS, this project will be funded through the Capital Improvements Budget and the Electric Fund; and

WHEREAS, the City Manager recommends the negotiated bid be accepted.

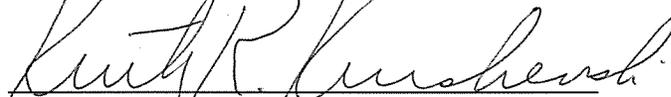
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to Wright Contracting, Inc., 116 Farrington Drive, Knoxville, Tennessee 37923, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the renovation and security improvements for the Utility Business Office; said award in strict accordance with Contract FY2020-030, the required specifications, and the bid as publicly opened on August 15, 2019 and as negotiated between the parties with cost-saving alternatives; said contract in an amount not to exceed \$311,525.00, which amount includes a \$20,380.00 (seven percent (7%)) contingency for unforeseen or changed conditions that may arise during construction.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**ELECTRIC DEPARTMENT MEMORANDUM
19-45**

TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
DATE: August 23, 2019
SUBJECT: AWARD OF CONTRACT FOR MELTON LAKE DRIVE LIGHTING

Introduction

An item for City Council's consideration is a resolution approving a contract in the not to exceed amount of \$263,408.00 to Copeland Brothers, Inc., Clinton, Tennessee for the provisions of labor and materials to provide street lighting on Melton Lake Drive.

Funding

Funding is through the Electric Fund. This project was described in the Capital Improvements Program and the Budget for last year.

Discussion

Street lighting along Melton Lake Drive extends currently from the Oak Ridge Turnpike to near Rivers Run Boulevard. The current lighting is provided by high pressure sodium fixtures fed through direct buried electric cable (no conduit). The approximately one mile section from Rivers Run Blvd to Edgemoor Road has no lighting.

This project will replace the existing high pressure sodium fixtures with LED lights and extend the lighting for the remainder of Melton Lake Drive. Staff believes that it will improve roadway lighting in the area served and safety in the area not currently served.

In preparation for the project, staff installed a variety of LED lights and evaluated their performance in this difficult environment. The LED chosen had a good color for penetration of fog and mist and reduced glare for traffic on the road while providing adequate lighting coverage.

Plans and specifications were prepared and the bid opening for the project was July 16th. There were three bidders. Copeland Brothers of Clinton, Tennessee was the low bidder with a bid of \$238,408.00. The proposed pre-approved budget of \$25,000 (9.5%) for authorized contract amendments brought the total contract amount to \$263,408.00. The amendment funds will not be used unless necessary due to changed conditions during construction.

In addition to the cost accounted for in the contract, the City will provide materials and City crews will provide power extensions and transformers to serve the new lights. This work will be scheduled so as to not conflict with or delay the contractor's work.

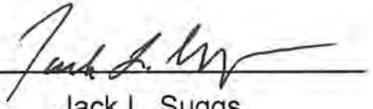
The total value of labor and materials supplied directly by the City is estimated at approximately \$170,000, bringing the total investment to around \$433,000. This is well below the budgeted amount and represents a good value for the community.

As a note of interest but unrelated to this particular project, electric feeds to existing lights in the area are in need of replacement to improve reliability. Staff is developing plans to perform this work through existing resources.

With the project under consideration and underground cable replacement complete, staff believes the Melton Lake Drive street lighting system should be in excellent condition for many years.

Recommendation

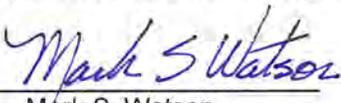
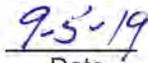
Staff recommends approval of the attached resolution.



Jack L. Suggs

City Manager's Comments:

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

Mark S. Watson Date

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

FY2020-007

OPENING DATE: July 16, 2019 2:00 P.M.

FOR --- Street Lighting Installation Melton Lake Drive		BIDDER: Copeland Brothers, Inc. 1671 Lake City Highway Clinton, TN 37716		BIDDER: Service Electric Co. 1631 East 25th Street Chattanooga, TN 37404		BIDDER: Massey Electric Company 3204 Regal Drive Alcoa, TN 37701		BIDDER:	
DESCRIPTION	ITEM	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES FOR STREET LIGHTING INSTALLATION ON MELTON LAKE DRIVE PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE ELECTRIC DEPARTMENT			\$ 238,408.00		\$ 250,150.00		\$ 730,132.25		
AUTHORIZED CONTRACT ADMENDMENTS			\$ 25,000.00		\$ 25,000.00		\$ 25,000.00		
TOTAL PRICE			\$ 263,408.00		\$ 275,150.00		\$ 755,132.25		\$ -
TERMS			NET 30		NET 30		NET 30		
DELIVERY			PER CONTRACT		PER CONTRACT		PER CONTRACT		
F.O.B.			JOBSITE		JOBSITE		JOBSITE		
VIA			CONTRACTOR		CONTRACTOR		CONTRACTOR		
OTHER BIDDERS CONTACTED: See Bid Process Form						BIDS OPENED AND RECORDED BY---			
						<i>Lyn Majeski</i>			
						Lyn Majeski Purchasing Manager			
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:			BIDS REVIEWED BY---			
ONLY BID RECEIVED <input type="checkbox"/>			Copeland Brothers, Inc. 1671 Lake City Highway Clinton, TN 37716			<i>Dallas Dyce</i>			
LOW PRICE <input type="checkbox"/>						Dallas Dyce Accounting Manager			
BETTER OR REQUIRED DESIGN <input type="checkbox"/>									
EARLY DELIVERY <input type="checkbox"/>									
LOWEST TOTAL COST <input checked="" type="checkbox"/>									

BID PROCESS FORM



BID NAME FY2020-007 **DESCRIPTION** Street Lighting Installation Melton Lake Drive

CITY COUNCIL MEETING September 9, 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>
Davis H. Elliot Co. Inc.	Brain Sarrett	P.O. Box 12108	Lexington, KY 40580	859-685-0504	bsarrett@daviselliott.com	[e-mail]
Marable-Pirkle Services, LLC (MPS)	Dan Dudley	P.O. Box 3178	Cleveland, TN 37320-3178	423-472-1463	drdudley@mps-llc.com	[e-mail]
	Lewis H. Sylar				bsylar@mps-llc.com	[e-mail]
Service Electric Company, Inc.	Chris Froehlich	P.O. Box 339	New Market, TN 37820	865-475-4721	cfroehlich@serviceelectricco.com	[e-mail]
William E. Groves Construction, Inc.	John Morris	3135 Grapevine Road	Madisonville, KY 42431	270-825-1485	dinstead@grovesconstruction.co	[e-mail]
Pike Electric, LLC	Ronnie Gilbert	100 Pike Way	Mount Airy, NC 27030	336-789-7750	rgilbert@pike.com	[e-mail]
					chunter@pike.com	[e-mail]
New River Electric Corporation	Ike Poe	6005 Westerville Road	Westerville, OH 43081	614-370-0043	ipoe@nrec.net	[e-mail]
Massey Electric	Andy Allen	3204 Regal Drive	Alcoa, TN 37701	865-583-8168	aallen@masseyelectric.com'	[e-mail]
					'jrobinson@masseyelectric.com'	[e-mail]
Broadway Electric Service Corporation	Justin Wojciechowski	1800 N. Central Street	Knoxville, TN 37917	865-740-1125	jwojciechowski@besco.com	[e-mail]
Aubrey Silvey	Vann Pelt	371 Hamp Jones Road	Carrollton, GA 30117	800-206-3815	vpelt@silvey.com	[e-mail]
	Jerry Agan				jagan@silvey.com	[e-mail]
LE Meyers Co.	Reed Adcock	401 Chestnut St., Suite 221	Chattanooga, TN 37402	423-265-4441	radcock@myrgroup.com	[e-mail]

BIDDERS WHO CONTACTED THE CITY AFTER ADVERTISED (CONTACT INFORMATION)

Copeland Brothers, Inc.	Keith Copeland	1671 Lake City Highway	Clinton, TN 37718	865-457-4290	keithcope@comcast.net	Pre-Bid
	Kevin McKamey			865-773-3301	kevinmckamey22@comcast.net	Pre-Bid
Stansell Electric Co., Inc.	Tiffany Rullan	860 Visco Drive	Nashville, TN 37210	423-315-6799	trullan@stansellelectric.com	Pre-Bid
BESCO Broadway Electric Service Corp.	Tyler Koontz	1800 N. Central Street	Knoxville, TN 37917	865-524-1851	tkoontz@besco.com	Pre-Bid
	George Bove				gbove@besco.com	Pre-Bid

BIDS RECEIVED FROM BIDDERS CONTACTED DIRECTLY BY THE CITY

Service Electric Company, Inc. and Massey Electric

BIDS RECEIVED FROM BIDDERS NOT DIRECTLY CONTACTED BY THE CITY

(e.g., City's Website, Vendor Registry, Planrooms, Word of Mouth)

Copeland Brothers, Inc.

ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 26 days.

RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2020-007) TO COPELAND BROTHERS, INC., CLINTON, TENNESSEE, FOR THE LED STREET LIGHTING PROJECT ON MELTON LAKE DRIVE IN AN AMOUNT NOT TO EXCEED \$263,408.00.

WHEREAS, as part of the Capital Improvements Program, the City desires to replace the lighting on Melton Lake Drive and to extend street lighting to the approximate one-mile section of roadway that is not currently served; and

WHEREAS, a variety of LED lights were installed and evaluated for performance to provide good color for penetration of fog and mist and reduced glare for traffic while providing adequate lighting coverage to improve roadway lighting in the area and to provide additional safety for the area that is currently not served; and

WHEREAS, bids were received and publicly opened on July 16, 2019, with Copeland Brothers, Inc., Clinton, Tennessee, submitting the lowest and best bid; and

WHEREAS, the City Manager recommends the bid be accepted.

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

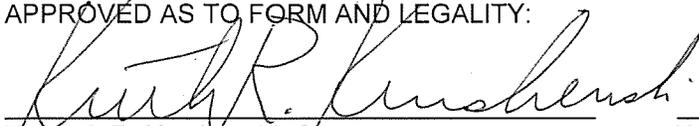
That the recommendation of the City Manager is approved and award is hereby made to Copeland Brothers, Inc., 1671 Lake City Highway, Clinton, Tennessee 37716, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the LED street lighting project along Melton Lake Drive; said award in strict accordance with Contract FY2020-007, the required specifications, and the bid as publicly opened on July 16, 2019, and in an amount not to exceed \$263,408.00, which amount includes a \$25,000.00 contingency for unforeseen or changed conditions that may arise during construction.

BE IT FURTHER RESOLVED that the City will provide materials and labor with city crews for power extensions and transformers to serve the new lights, said labor and materials estimated at a \$170,000.00 value. The total investment of this project is approximately \$433,000.00 which represents a good value for the community and is well below the budgeted amount for this project.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM

19-36

DATE: July 30, 2019
TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
SUBJECT: CHANGES TO UTILITY DEPOSITS

Introduction

An item for City Council's consideration is a resolution establishing required customer deposits for utility accounts and approving the reallocation or refund of deposits on hand.

Funding

The change in deposits will not result in a funding demand. Funding for refunds will be from deposited funds.

Discussion

The City of Oak Ridge collects security deposits from customers for utility accounts. Currently, a residential customer with electric, water and wastewater service will pay a \$320 deposit. This deposit is divided as \$300 for the electric portion and \$20 for the water and wastewater portions. Residential electric deposits can be reduced based a risk evaluation conducted by an independent contractor, currently Online Utility Exchange. Persons with a favorable risk evaluation can see their deposits reduced by 50% or eliminated completely.

Commercial electric customers pay a deposit of 2 months estimated average electric bill, plus \$20 for water service.

It should be clear that the current deposit structure does not represent the actual risk to the City when considered on a fund by fund basis. The new Cayenta Customer Information System (CIS) provides the opportunity to divide the deposits more equitably into the specific utility funds, depending on the services the customers use.

The total deposit for a residential customer with all services will not be increased by this action. (Residential meters are under 1"). Persons with electric only service (e.g. some apartment units) will see a decrease in their utility deposit. The discount program based on risk assessment will be expanded to all utilities.

Commercial customers will see no change in their electric deposit. No discount program is available, however, participation in deposit insurance programs, such as that provided through TVA, will continue to satisfy some customers electric deposit needs.

Water and wastewater deposits are proposed to be based on water meter size. The larger the water meter, the higher the required deposit. The resolution provides that the City Manager may make adjustments to the water and/or wastewater deposits based on actual use or unusual water situations. For example, water used in an evaporative process does not enter the sewer system, so a large water meter might not justify a large sewer deposit in that case.

Specifically, the attached resolution approves the following actions:

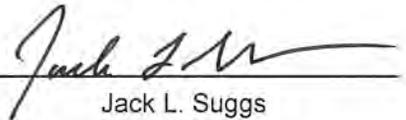
- 1) Sets the residential electric deposit at \$200.
- 2) Establishes the schedule for water and wastewater deposits as shown in the table below.
- 3) Allows discounts to residential water, wastewater and electric accounts based on a risk evaluation.
- 4) Directs staff to redistributed existing utility deposits to the various utility funds in accordance with the new deposit schedule.
- 5) Directs the refund of customers who will owe a lower deposit under the new system than the amount on file.
- 6) Directs that existing deposits will not be evaluated for increase unless the account becomes seriously delinquent, and if increased, will incrementally be increased by no more than 25% of the total calculated new deposit.
- 7) Allows the City Manager to make adjustments to the water and wastewater deposits when the nature of the use of the services by the customer significantly differs from the norm for the purpose of equitable treatment of actual financial risk.

Meter Size	Water Deposit	Wastewater Deposit
Types A,B: Meter < 1"	\$50	\$70
Type C: 1" Meter	\$125	\$175
Type E: 1 ½" Meter	\$275	\$400
Type F: 2" Meter	\$500	\$700
Type G: 3" Meter	\$1,100	\$1,600
Types H and Above: >3" Meter	\$2,000	\$2,800

Changes to the deposits will take place on October 1st. Refunds for excess deposits will appear as credits on customer accounts.

Recommendation

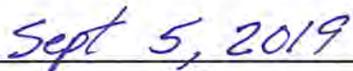
Staff recommends approval of the attached resolution.


 Jack L. Suggs

City Manager's Comments:

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


 Mark S. Watson


 Date

RESOLUTION

A RESOLUTION ESTABLISHING A NEW UTILITY DEPOSIT STRUCTURE FOR UTILITY ACCOUNTS EFFECTIVE OCTOBER 1, 2019.

WHEREAS, the City's Utility Business Office has a utility deposit structure in place for utility accounts; and

WHEREAS, the current structure for residential utility customers requires a deposit of \$320.00, with \$300.00 allocated to electric and \$20.00 allocated to water and wastewater; and

WHEREAS, residential utility customers can reduce or eliminate their deposit amount for electric service based upon a creditworthiness risk evaluation conducted by a third party; and

WHEREAS, the current structure for commercial utility customers requires a deposit of two (2) months estimated average electric bill plus \$20.00 for water; and

WHEREAS, the City's Utility Business Office have developed a new utility deposit structure; and

WHEREAS, the new structure will not result in an increase to residential customers and may result in a deposit reduction for some residential customers such as apartment residents that only have electric service; and

WHEREAS, the new structure expands the creditworthiness risk evaluation to apply to water and wastewater residential deposits as opposed to only residential electric deposits; and

WHEREAS, the new structure, as well as the old structure, does not permit commercial utility customers to participate in a risk evaluation to reduce deposit amounts, however, commercial customers may participate in deposit insurance programs such as that provided through the Tennessee Valley Authority (TVA) to assist with their electric deposit needs; and

WHEREAS, the new structure establishes a schedule for water and wastewater deposits based upon meter size; and

WHEREAS, the City Manager recommends be approval of the new utility rate structure.

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 following new utility rate structure, effective October 1, 2019, is hereby established:

- The residential electric utility deposit amount is \$200.00.
- The commercial electric utility deposit amount remains unchanged at two-months-estimated-average-bill.
- The water and wastewater utility deposit amounts for both residential and commercial customers are based upon meter size as set forth on the chart below:

Meter Size	Water Deposit	Wastewater Deposit
Types A,B: Meter <1"	\$50	\$70
Type C: 1" Meter	\$125	\$175
Type E: 1½" Meter	\$275	\$400
Type F: 2" Meter	\$500	\$700
Type G: 3" Meter	\$1,100	\$1,600
Type H and Above: >3" Meter	\$2,000	\$2,800

- Residential utility customers may continue to avail themselves of a creditworthiness risk evaluation as defined in current ordinance but that such adjustments are extended to include water and wastewater services.

BE IT FURTHER RESOLVED that, effective October 1, 2019, existing utility deposits shall be re-allocated to the various utility funds as established by the new utility deposit structure set forth above.

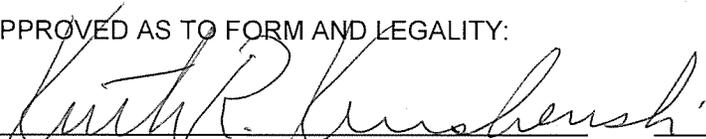
BE IT FURTHER RESOLVED that, for customers whose new deposit amounts will result in a lower amount than currently on file, the City shall issue a refund to the customer as shown by a credit on the customer's subsequent utility bill after October 1, 2019.

BE IT FURTHER RESOLVED that existing customer utility accounts will not be evaluated for an increase in utility deposit amounts under the new structure unless the account becomes delinquent and, in such event, the deposit amounts will be incrementally increased by no more than twenty-five percent (25%) of the total calculated new deposit amount upon the occurrence of each delinquency.

BE IT FURTHER RESOLVED that the City Manager may make adjustments to the water and wastewater deposit amounts when the nature of the use of the services by the utility customer significantly differs from the normal use for the purposes of equitable treatment of actual financial risk. (Example – Water used in an evaporative process does not enter the sewer system, therefore a large water meter may not justify a large sewer deposit.)

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM
19-43
FINANCE MEMORANDUM
19-15

TO: Mark S. Watson, City Manager

FROM: Jack L. Suggs, Electric Director
Janice McGinnis, Finance Director

DATE: August 23, 2019

SUBJECT: TVA RATE CHANGE -GAC

Introduction

An item for City Council's consideration is a resolution authorizing the Mayor to execute a Rate Change Amendment between Oak Ridge, Tennessee (City) and Tennessee Valley Authority (TVA).

Funding

Execution of the attached agreement will have no significant cost.

Discussion

The attached resolution implements a TVA Rate Change Amendment, changing the way that Oak Ridge purchases power at a wholesale level from TVA. In summary, the agreement decreases the amount TVA charges the City for energy by a half cent per kWh, but implements a new charge termed the "Grid Access Charge" (GAC) which increases Oak Ridge's total TVA invoice by an approximately equivalent amount.

City Council action is required since this agreement modifies the City Council approved TVA contract, the latest full version of which was executed in June of 1980. There have been many modifications to that agreement over the years.

TVA developed the concept of a GAC to help it recover the cost of fixed assets required to meet system power demands in a world where energy sales are decreasing due primarily to increased energy efficiency and an increase in Distributed Energy Resources (DER) such as individually owned solar panels, wind turbines and similar.

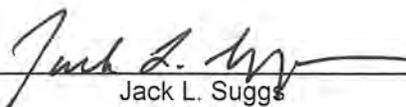
The City's wholesale GAC is based on a rolling five year average of our total energy consumption. Thus, should our energy sales remain flat or increase (because of growth), the GAC may have a slightly positive effect. Should energy sales decrease, the GAC poses a risk of loss to the City. The value of that loss has been evaluated and the rate implementation has been slightly adjusted to include a "risk premium" of 0.16% to help the City remain whole upon implementation.

As discussed with the Budget and Finance Committee on August 21, the City has the ability to implement a retail GAC-type charge for our customers and to decrease the customer's retail energy cost a corresponding amount. Such an action has been contemplated but several complexities have led staff to believe that any such implementation should be delayed.

Should the City choose not to execute the Rate Change agreement, TVA will unilaterally implement the GAC but not make the risk premium adjustment.

Recommendation

Staff recommends approval of the attached resolution.



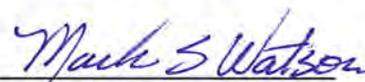
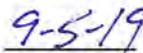
Jack L. Suggs



Janice McGinnis

City Manager's Comments:

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

Mark S. Watson Date

RESOLUTION

A RESOLUTION APPROVING A RATE CHANGE AMENDMENT WITH TVA WHICH MODIFIES THE WHOLESALE POWER RATE SCHEDULE TO INTRODUCE A GRID ACCESS CHARGE, EFFECTIVE OCTOBER 2019.

WHEREAS, the City of Oak Ridge is a distributor of electric power purchased from the Tennessee Valley Authority (TVA) under an agreement known as the Power Contract (TV-54097A); and

WHEREAS, TVA is changing the way the City purchases power from TVA at a wholesale rate level by decreasing the charge for energy by a half cent per kWh; and

WHEREAS, TVA is also introducing a new "Grid Access Charge" (GAC) which increases the City's total TVA invoice by an approximately equivalent amount; and

WHEREAS, the City's GAC is based upon a rolling five-year average of the City's total energy consumption and, should the City's energy sales decrease, the GAC poses a risk of loss to the City; and

WHEREAS, TVA has evaluated the risk of loss to the City and has adjusted the rate implementation to include a "risk premium" of 0.16% to help the City remain whole upon implementation; and

WHEREAS, the City Manager recommends approval of the Rate Change Amendment.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to execute a Rate Change Amendment, which amends the Power Contract (TV-54097A) with the Tennessee Valley Authority (TVA), to incorporate the new wholesale rate structure and Grid Access Charge (GAC) with risk premium adjustment, effective October 2019.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM
19-39
FINANCE MEMORANDUM
19-12

TO: Mark S. Watson, City Manager

FROM: Jack L. Suggs, Electric Director
Janice McGinnis, Finance Director

DATE: August 23, 2019

SUBJECT: ELECTRIC LOCAL RATE ADJUSTMENT

Introduction

An item for City Council's consideration is a resolution authorizing the Mayor to execute a Retail Rate Schedule Substitution Agreement between Oak Ridge, Tennessee (City) and Tennessee Valley Authority (TVA).

Funding

Execution of the attached agreement will have no significant cost, but will result in an increase in revenues as explained in the text of this memorandum.

Discussion

The Retail Rate Schedule Substitution Agreement is a local rate action designed to increase revenue for the Electric Fund. City Council action is required since this agreement modifies the City Council approved TVA contract, the latest full version of which was executed in June of 1980. There have been many modifications to that agreement over the years.

The Retail Rate Schedule Substitution Agreement is a local rate action designed to increase revenue for the Electric Fund.

This rate action was discussed in detail at a recent City Council work session with Chris Mitchell, our electric rate consultant, present. As presented at that time, the rate action was required for both ongoing cost and to financially prepare the Electric Fund for cost associated with the deployment of technology over the next few years.

This action increases overall revenue to the Electric Fund by 1.0%. It is implemented by increasing the customer charge for residential customers by \$3.00 per month. GSA-1 customer charges will also increase by \$3.00. Considering average bills, this represents an average increase of 2.7% for residential and 1.5% for GSA-1 customers. There is no impact to larger customers. The proposal also contains an adjustment for outdoor lighting customers, bringing the customer charge into alignment with GSA-1 customers.

The last Oak Ridge Rate Adjustment was in October 2013 for 1.10%.

When considering this action, it is reasonable to question the total increase in the cost of electric power over the last few years. While it is commonly known that TVA has increased its base rates for several years running, it is sometimes not realized that changes of fuel mix at TVA have resulted in savings to the customer. At the bottom line, energy cost to residential customers in Oak Ridge has risen about 1.7% over the last four years. The average residential bill has increased from \$106.35 to \$107.44 over the same period (actual bills, not weather adjusted). Similar or lower total cost increases can be observed in other rate classes.

As discussed in the August 22 Budget and Finance Committee meeting and briefly at the August 21 special called Council meeting, the decision to implement this rate adjustment is obviously affected by the City's decision concerning TVA's long term partnership proposal. That proposal will yield a positive cash flow for the City and could offset the immediate need for this rate increase.

There are three principal reasons staff recommends approval in light of this new development. First, the shift in revenue away from energy sales and toward the fixed customer charge aids in stabilizing the income of the Electric Fund. As explained in previous meetings, the quantitative nature of energy cost to the retail customer is in conflict with the fixed nature of power generation and, to some extent our own power distribution costs.

This small step taken now will ease anticipated transitions in the future by helping shift revenue requirements away from energy sales.

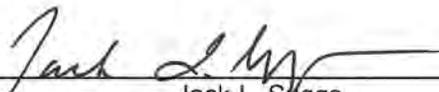
The second reason has to do with the planned capital spending plan of the Electric Department in the implementation of its technology roadmap. As originally proposed, it was likely that within the next two to three years a second rate increase would be required, along with the possibility of debt issuance to match cash availability with anticipated expenditures.

Adopting this rate change in conjunction with the Long Term Partnership Proposal should stabilize rates for the next several years and reduce or eliminate the need for a cash infusion from debt issuance. This would be a positive with respect to our financial health.

Finally, after a reasonable evaluation period, should it appear that the City is over collecting on revenue, as evidenced by a larger than recommended cash balance, the energy rates can be adjusted downward. Following this path would accomplish the goals of balancing revenue requirements while moving toward a more consistent, fixed revenue stream.

Recommendation

Staff recommends approval of the attached resolution.



Jack L. Sigg



Janice McGinnis

City Manager's Comments:

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



Mark S. Watson 9-5-19
Date

RESOLUTION

A RESOLUTION APPROVING A RETAIL RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA TO IMPLEMENT A RATE ADJUSTMENT EFFECTIVE OCTOBER 2019.

WHEREAS, the City of Oak Ridge is a distributor of electric power purchased from the Tennessee Valley Authority (TVA) under an agreement known as the Power Contract (TV-54097A); and

WHEREAS, the City desires to implement a local rate adjustment; and

WHEREAS, the rate increase is necessary for both ongoing costs and to assure the financial integrity of the Electric Fund as the fund prepares for costs associated with the deployment of technology over the next few years; and

WHEREAS, the local rate adjustment increases overall revenue to the Electric Fund by one percent (1%) through implementation of an increase in the customer charge for residential customers and GSA-1 customers by \$3.00 per month; and

WHEREAS, it is important to note that the City's last local rate adjustment was October 2013 for one and one-tenth percent (1.10%); and

WHEREAS, TVA has submitted a substitution agreement to amend the Power Contract to incorporate the new retail rate schedule; and

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

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

That the recommendation of the City Manager is approved and the City is hereby authorized to execute an agreement to amend the Power Contract (TV-54097A) with the Tennessee Valley Authority (TVA) to incorporate the new retail rate structure effective October 2019.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM
19-44

TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
DATE: August 23, 2019
SUBJECT: APPROVAL OF THE LONG-TERM PARTNERSHIP PROPOSAL

Introduction

An item for City Council's consideration is a resolution authorizing the Mayor to execute a contract implementing the Long-Term Partnership Proposal between the City of Oak Ridge, Tennessee (City) and Tennessee Valley Authority (TVA).

Funding

Execution of the attached agreement will have no significant cost.

Discussion

Consumers inside of the Tennessee Valley purchase power through a unique model where the power is provided by TVA at a wholesale level, but sold to consumers through Local Power Companies (LPCs)¹. This public power model has existed over portions of seven states since TVA was founded over eighty-five years ago.

The TVA contract has several provisions that support the current model. These include that it is a "full requirements" contract, where LPCs are not permitted to purchase power from other sources.

Contractual protections are further strengthened by Federal Law. The most important of these is the Federal Power Act which prevents the Federal Energy Regulatory Commission ("FERC") from ordering TVA to provide access to its transmission lines to others for the purpose of delivering power to customers within its defined service area. This anti-cherry-picking provision both helps to minimize the financial exposure of TVA to loss of revenue and protects LPCs from bearing the financial burden of a significantly diminished TVA system, should outside providers "cherry-pick" the more lucrative customers in the Valley.

As LPC's are tied to TVA, so is TVA tied to its customers. Subject to certain minor exceptions, TVA may not, without specific authorization by act of the U.S. Congress, enter into contracts which would have the effect of making it, or the distributor customers of its power, a source of power supply outside the area for which TVA or its distributor customers were the primary source of power supply on July 1, 1957. This statutory provision is referred to as the "fence" because it bounds TVA's sales activities, essentially limiting TVA to power sales within a defined service area.

The arrangements described have allowed LPC's to execute long term contracts with TVA. These contracts contain "notice of termination" periods that range from a minimum of five to fifteen years. The City currently has a ten year notice period, meaning that if notice were given today, Oak Ridge would remain obligated to purchase all power requirements from TVA until 2029.

The long-term nature of the public partnership model has allowed TVA to make capital investments in its generation and transmission assets which have provided excellent service to our retail customers at a relatively low cost.

¹ There are very few exceptions, called "direct served customers" who purchase power directly from TVA. These are limited to very large industrial customers and some United States Government installations.

On August 22, the TVA board approved the “Long-Term Partnership Proposal” designed to strengthen the public power model in the Valley. Although it has several components, the Proposal, in essence, would increase the length of the notice of termination for the Oak Ridge TVA contract from ten years to twenty years. In exchange for this increase, TVA is making several improvements to the relationship, the most immediate of which is a bill incentive.

With a long term commitment from its customers, TVA is willing to reduce its debt pay down targets and slope. The value of this reduction is stated to be 3.1% of stand service wholesale cost, exclusive of fuel cost. For Oak Ridge, this would amount to a bill credit estimated at \$947,000 per year, or \$78,900 per month.

In addition to this substantial savings, there are several other significant commitments by TVA. These are summarized in the attached term sheet.

Among the most important, the agreement provides power rate stability guarantees. TVA will not raise its rates more than 5% in the first 5 years or more than 10% in any subsequent 5 year period. Violation of this commitment allows the termination period to be returned to the current ten years.

The proposal promises the development of contract flexibility, under which TVA will allow Oak Ridge to produce or purchase a portion of its energy needs from sources other than TVA. This could open avenues for Oak Ridge to establish, for example, a community solar project.

The document promises greater input by long term partners into TVA’s planning and operation. Although the specifics are undefined, such early input might well help smooth relationships between TVA and its family of LPCs.

Finally, the contract itself provides that should TVA execute a long term partnership contract with better terms for an LPC than the agreement which they signed, those new terms will be made available to the existing partners.

It is the opinion of the Electric Director that Oak Ridge has, essentially, a “forever” contract with TVA at present. Absent a change in Federal Law, TVA will not only remain the best electric power source for Oak Ridge, but likely, the only feasible one. Changing the notice of termination from ten years to twenty years would seem to have little, if any, practical impact on that situation.

The Electric Director believes that the only likely scenario under which Oak Ridge would end its relationship with TVA would be the sale of TVA or its assets by the Federal Government. The Long-Term Partnership agreement does not end this threat, but provides some protection for Oak Ridge should it occur.

It is obvious that TVA has provided a strong financial incentive for LPCs to execute this agreement. The credit becomes available the month after the execution of the contract. Because of City Council and Board meeting schedules, TVA has agreed that those who execute before September 30, will receive credit for the months of both September and October.

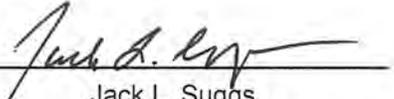
Thus, if the contract is signed before September 30, the City will benefit approximately \$157,800 as opposed to signing in October.

Execution of the agreement will have an impact on Oak Ridge revenues. Such impacts are significant and require thorough analysis. At present, it is the recommendation of staff that the rates, as proposed to be modified at the Council Meeting in September, be held steady. This would allow cash reserves to increase yielding benefits over the next few years.

Although subject to further study, the anticipated financial benefits would allow the implementation of the technology roadmap without an electric rate increase in the next few years and would likely forestall the necessity of debt issuance that might otherwise be required to provide the liquidity needed to finance this project.

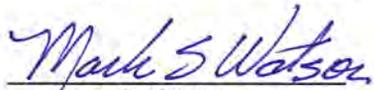
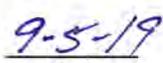
Recommendation

Staff recommends approval of the attached resolution authorizing the Mayor to execute the Long-Term Partnership Proposal. Further, staff recommends that the contact be executed prior to September 30, with the knowledge and assurance that should better terms become available to others, such terms will be offered to the City of Oak Ridge as well.


Jack L. Suggs

City Manager's Comments:

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

 
Mark S. Watson Date

RESOLUTION

A RESOLUTION APPROVING A LONG TERM PARTNERSHIP AGREEMENT WITH TVA.

WHEREAS, at their August meeting, the Tennessee Valley Authority (TVA) board approved the "Long Term Partnership Proposal" designed to strengthen the public power model where power is provided by TVA at a wholesale level and sold to customers through Local Power Companies (LPCs); and

WHEREAS, the City of Oak Ridge is a distributor (an LPC) of electric power purchased from the TVA under an agreement known as the Power Contract (TV-54097A), effective June 1, 1980; and

WHEREAS, the Long Term Partnership Proposal approved by the TVA board will allow LPCs to enter into a longer term commitment with TVA in exchange for several improvements including a bill incentive; and

WHEREAS, for Oak Ridge, the longer term commitment would be a twenty-year notice of termination clause instead of the current ten-year notice of termination clause and the major incentive would be an estimated \$78,900.00 per month bill credit; and

WHEREAS, other significant commitments offered by TVA are power rate stability guarantees, contract flexibility to allow production or purchase of a portion of energy from another source, greater input into TVA's planning and operations, and the requirement that if any LPC enters into a long term partnership agreement with TVA under better terms that those terms will be offered to all LPCs; and

WHEREAS, the City Manager recommends approval of the long term partnership agreement.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to execute an agreement to amend the Power Contract (TV-54097A) with the Tennessee Valley Authority (TVA) to incorporate the new long term partnership agreement.

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

This the 9th day of September 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**CITY COUNCIL MEMORANDUM
19-26**

DATE: September 4, 2019
TO: Mayor and City Council
FROM: Mark S. Watson, City Manager
SUBJECT: FINAL APPROVAL – WIFIA LOAN

Introduction:

An item for City Council's consideration is a resolution for the final approval and authorization for a loan from the Environmental Protection Agency (EPA) WIFIA loan program for construction of new water treatment plant facilities.

Funding:

A WIFIA loan in the principal amount of \$20,656,145 plus capitalized interest in the estimated amount of \$510,000 is to be borrowed for a 35-year amortization period. This funding, representing 49% of the estimated amount for the facility will be combined with Tennessee State Revolving Loan fund amounts for the balance of the project.

Background:

The City's only water treatment plant was constructed during World War II as part of the infrastructure needed to support the federal government reservation that eventually became the City of Oak Ridge. This water treatment plant, intake structures, electrical systems and piping is now over 70 years old and is in danger of catastrophic failure. The plant is located on a small ridge line in the Bear Creek Valley, which has seen erosion and earthquake impacts over its history. Potential collapse on the edge of the hillside and the challenging operations of today's water quality standards have been examined through cost benefit analysis and found that the construction of a new water treatment facility is appropriate.

The total cost of replacement of the plant is to be approximately be \$42,700,000 and the City needs to borrow funds on a long-term basis to finance the construction of a new plant. The replacement water treatment plant is defined as follows: (a) design and construction of a new 16 MGD membrane water treatment plant and associated supporting facilities which includes a re-finished water pump station and finished water pipeline, (b) upgrades to the City's existing raw water intake and pump station and (c) rehabilitation of existing finished water tanks.

Finance Director Janice McGinnis has coordinated financial details with EPA officials, and City Bond Attorney Mark Mamantov has coordinated the intricacies of Tennessee financing law with the national officials to develop an agreement that recognizes the community financial and technical support for this project. Public Works Director Shira McWaters was significantly involved with the technical engineering details of this project. At present, a \$3,288,000 Tennessee Revolving Loan has been received for the Design and Engineering of the project.

The City has achieved a credit rating of Aa2 from Moody's and a AA+ rating from Standard & Poor's indicative of a strong ability to assume this amount of debt and recognizing the pledge of utility revenues toward the retirement of the loan. The City may pay off portions of the loan at any time, but the 35-year

repayment period allows, the City to limit rate shock through a longer term. The balance of the project funds will be paid through a 30-year repayment period with the Tennessee State Revolving Loan fund.

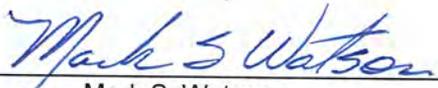
In accordance with Tennessee financing law, the proposed loan has been submitted to the Tennessee Local Development Authority and is subject to its final concurrence.

The WIFIA loan program through EPA was established two years ago for addressing the infrastructure needs of the American cities. The City of Oak Ridge participated in the program for populations of 25,000 or more. In 2017, Oak Ridge was selected as the smallest city in that category, participating with the likes of the Los Angeles Water Authority and the City of Baltimore.

Closure of the loan is expected to be on September 20, 2019. The interest rate under the proposed WIFIA loan is favorable to the City as the interest rate is just slightly more than a United States Treasury obligation with a comparable term.

Recommendation:

Staff recommends the approval of the attached resolution authorizing the Mayor and City Manager to execute necessary documents associated with the national WIFIA loan as required by the Environmental Protection Agency and as favorably reviewed by the Tennessee Local Development Authority.


Mark S. Watson

Attachment:
Resolution

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO FINANCE A WATERWORKS SYSTEM IMPROVEMENT PROJECT; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SUCH BOND; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATERWORKS SYSTEM OF THE MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SUCH BOND AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SUCH BOND

WHEREAS, Title 9, Chapter 21 of the Tennessee Code Annotated, as amended, authorizes the City of Oak Ridge, Tennessee (the "Municipality"), by resolution of its City Council, to issue and sell bonds to finance public works projects; and

WHEREAS, the City Council of the Municipality has determined that it is necessary and advisable to issue a bond for the purpose of financing, in whole or in part, (i) improvements to and the expansion of the waterworks system of the Municipality, which includes the water and wastewater systems of the Municipality; (ii) purchase of equipment for such system; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement of the Municipality for funds previously expended for any of the foregoing; and (v) payment of costs incident to the issuance and sale of the bond authorized herein; and

WHEREAS, the City Council of the City adopted an initial resolution (Resolution No. 7-76-2019) on July 8, 2019, proposing the issuance of not to exceed \$45,000,000 in the aggregate principal amount of general obligation bonds, the proceeds of which shall be used to finance the public works project described above; and

WHEREAS, the initial resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, has been published as required by law, and no petition protesting the issuance of the bonds referenced in the initial resolution has been filed with the City Clerk; and

WHEREAS, pursuant to Section 9-21-204, Tennessee Code Annotated, as amended, the Municipality is authorized to sell any general obligation bond of the Municipality by private negotiated sale to any federal agency without the necessity of any public advertisement of the sale or of the approval of the Comptroller of the Treasury of the State of Tennessee or the Comptroller's designee, and pursuant to Section 9-21-107(12), Tennessee Code Annotated, as amended, the Municipality is authorized to make contracts and execute instruments containing such terms, provisions and conditions as in the discretion of the City Council may be necessary, proper or advisable for the purpose of obtaining a loan from any federal agency; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this Resolution for the purpose of authorizing a general obligation bond in the maximum aggregate principal amount provided herein, providing for the issuance, sale and payment of such bond, establishing the terms thereof and the disposition of proceeds therefrom and providing for the collection, disposition and pledge of

revenues from the City's waterworks system and as necessary, for the levy of a tax for the payment of principal thereof and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Ridge, Tennessee, as follows:

Section 1. Authority. The bond authorized by this resolution is issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law, and such bond shall recite such authorization.

Section 2. Definitions. All capitalized terms used in this resolution and not otherwise defined shall have the meanings given to such terms in the WIFIA Loan Agreement, as defined below, as executed and delivered by the Municipality. Additionally, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) "City Council" means the City Council of the Municipality;
- (b) "Debt Management Policy" means the Debt Policy approved by the City Council on November 14, 2011;
- (c) "Municipality" means the City of Oak Ridge, Tennessee;
- (d) "Registration Agent" shall mean the Finance Director for the Municipality;
- (e) "TLDA Consent and Agreement as to Parity Status" means the agreement to be entered into between the Tennessee Local Development Authority and the City on or before the date of the WIFIA Loan Agreement, substantially in the form attached hereto as Exhibit C, with such changes as are authorized by Section 11 hereof.
- (f) "WIFIA Bond" shall mean the general obligation bond of the Municipality authorized pursuant to this resolution; and
- (g) "WIFIA Loan Agreement" shall mean the WIFIA Loan Agreement to be dated as of the date of the WIFIA Bond between the City and WIFIA Lender, substantially in the form attached hereto as Exhibit A, with such changes as are authorized by Section 11 hereof.
- (h) "WIFIA Term Sheet" shall mean the term sheet between the City and WIFIA Lender in respect of the WIFIA Loan to be dated as of the date of the WIFIA Bond, substantially in the form attached hereto as Exhibit B, with such changes as are authorized by Section 11 hereof.

Section 3. Findings of the City Council; Compliance with Debt Management Policy. In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The City Council hereby finds that the issuance and sale of the WIFIA Bond, as authorized herein, is consistent with the Municipality's Debt Management Policy. The estimated interest expense and costs of issuance of the WIFIA Bond have been made available to the City Council.

Section 4. Authorization and Terms of the WIFIA Bond. (a) For the purpose of providing funds to finance the costs of the Project and to pay all or a portion of the costs of issuance and sale of the WIFIA Bond, there is hereby authorized to be issued a general obligation bond of the Municipality, to be known as the "WIFIA Bond" in the aggregate principal amount of not to exceed \$20,656,145 plus

capitalized interest to be advanced pursuant to the WIFIA Loan Agreement in an amount not to exceed \$3,194,600. The WIFIA Bond shall be issued in fully registered form, without coupons, and shall be dated its date of issuance. The WIFIA Bond shall bear interest at a rate or rates not exceeding the maximum interest rate permitted by applicable law at the time of sale of the WIFIA Bond determined by the WIFIA Lender in accordance its loan program and the WIFIA Term Sheet.

(b) The WIFIA Bond shall be subject to prepayment as provided therein and in the WIFIA Loan Agreement.

(c) The WIFIA Bond shall be payable, both principal and interest, in lawful money of the United States of America in the manner provided in the WIFIA Loan Agreement. The amount of each interest payment on the WIFIA Bond shall be computed as provided in the WIFIA Loan Agreement.

(d) The Registration Agent is hereby authorized to authenticate and deliver the WIFIA Bond to the WIFIA Lender, upon satisfaction of all conditions for delivery as provided in the WIFIA Loan Agreement. The WIFIA Bond shall not be valid for any purpose unless authenticated by the Registration Agent by manual signature on the certificate set forth herein on the Bond form.

(e) The WIFIA Bond may be transferred and assigned as provided in the WIFIA Loan Agreement. Any such transfer and assignment shall be noted by the Registration Agent on the books of the Municipality upon receipt of the WIFIA Bond with the form of assignment contained therein completed in full and signed with the name of the WIFIA Lender or any subsequent holder of the WIFIA Bond accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the transferee. Upon receipt of the WIFIA Bond and the appropriate assignment, the Registration Agent shall issue a new WIFIA Bond to the assignee. No charge shall be made for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name the WIFIA Bond shall be registered on the records of the Registration Agent shall be deemed and regarded as the owner thereof for all purposes, and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the WIFIA Bond shall be overdue, provided, unless transferred as provided herein, the WIFIA Lender shall be deemed and regarded as the owner thereof.

(f) The WIFIA Bond shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor attested by the signature of the City Clerk.

(g) In case the WIFIA Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new WIFIA Bond of like amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated WIFIA Bond, or in lieu of and in substitution for such lost, stolen or destroyed WIFIA Bond, or if any such WIFIA Bond shall have matured or shall be about to mature, instead of issuing a substituted WIFIA Bond the Municipality may pay or authorize payment of such WIFIA Bond without surrender thereof. In every case the holder of the WIFIA Bond shall furnish evidence satisfactory to the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Registration Agent.

Section 5. Source of Payment. The WIFIA Bond shall be payable from and secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the WIFIA Bond, the full faith and credit of the Municipality are hereby irrevocably pledged. The WIFIA Bond shall be additionally payable from and be secured by a pledge of the Net System Revenues as provided in the WIFIA Loan Agreement on a parity

with all other Senior Obligations, subject only to prior pledges of such Net System Revenues in favor of the Prior Lien Obligations.

Section 6. Form of Bond. The WIFIA Bond shall be in substantially the following form, the omissions to be appropriately completed when the WIFIA Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
CITY OF OAK RIDGE, TENNESSEE
OAK RIDGE WATER TREATMENT PLANT PROJECT

(N17130TN)

WIFIA BOND

Maximum Principal Amount: \$20,656,145 (excluding the maximum amount of capitalized interest that has been authorized)

Effective Date: _____

Due: _____

The **CITY OF OAK RIDGE**, a municipal corporation under the laws of the State of Tennessee (the “**Borrower**”), for value received, hereby promises to pay to the order of the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, acting by and through the Administrator of the United States Environmental Protection Agency, or its assigns (the “**WIFIA Lender**”), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the “**Disbursements**”) made by the WIFIA Lender (such lesser amount, together with any interest that is capitalized and added to principal in accordance with the provisions of the WIFIA Loan Agreement (as defined below) (such amount not to exceed \$3,194,600), being hereinafter referred to as the “**Outstanding Principal Sum**”), together with accrued and unpaid interest (including, if applicable, interest at the Default Rate, as defined in the WIFIA Loan Agreement) on the Outstanding Principal Sum and all fees, costs and other amounts payable in connection therewith, all as more fully described in the WIFIA Loan Agreement. The principal hereof shall be payable in the manner and at the place provided in the WIFIA Loan Agreement in accordance with **Exhibit F (WIFIA Debt Service)** to the WIFIA Loan Agreement, as revised from time to time in accordance with the WIFIA Loan Agreement, until paid in full (which **Exhibit F (WIFIA Debt Service)**, as modified from time to time in accordance with the terms of the WIFIA Loan Agreement, is incorporated in and is a part of this WIFIA Bond). The WIFIA Lender is hereby authorized to modify the Loan Amortization Schedule included in **Exhibit F (WIFIA Debt Service)** to the WIFIA Loan Agreement from time to time in accordance with the terms of the WIFIA Loan Agreement to reflect the amount of each disbursement made thereunder and the date and amount of principal or interest paid by the Borrower thereunder. Absent manifest error, the WIFIA Lender’s determination of such matters as set forth on **Exhibit F (WIFIA Debt Service)** to the WIFIA Loan Agreement shall be conclusive evidence thereof; provided, however, that neither the failure to make any such recordation nor any error in such recordation shall affect in any manner the Borrower’s obligations hereunder or under any other WIFIA Loan Document.

The interest rate on this WIFIA Bond shall be [_____] ([_____]%) per annum. Interest will accrue and be computed on the Outstanding Principal Sum (as well as on any past due interest) from time to time on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months; provided, that, in the event of an Event of Default (as defined in the WIFIA Loan Agreement), the Borrower shall pay interest on the Outstanding Principal Sum at the Default Rate (as defined in the WIFIA Loan Agreement) in accordance with Section 6 (*Interest Rate*) of the WIFIA Loan Agreement.

Payments hereon are to be made in accordance with Section 8(d) (*Payment of Principal and Interest – Manner of Payment*) and Section 31 (*Notices*) of the WIFIA Loan Agreement as the same become due. Principal of and interest on this WIFIA Bond shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America that at the date of payment is legal tender for the payment of public and private debts. If the Final Maturity Date is amended in connection with an update to **Exhibit F** pursuant to the terms of the WIFIA Loan Agreement, the due date of this WIFIA Bond shall be deemed to be amended to change the due date to such revised Final Maturity Date without any further action required on the part of the Borrower or the WIFIA Lender and such amendment shall in no way amend, modify or affect the other provisions of this WIFIA Bond without the prior written agreement of the WIFIA Lender.

This WIFIA Bond has been executed under and pursuant to that certain WIFIA Loan Agreement, dated as of the date hereof, between the WIFIA Lender and the Borrower (the “**WIFIA Loan Agreement**”) and is issued to evidence the obligation of the Borrower under the WIFIA Loan Agreement to repay the loan made by the WIFIA Lender and any other payments of any kind required to be paid by the Borrower under the WIFIA Loan Agreement or the other WIFIA Loan Documents referred to therein. Reference is made to the WIFIA Loan Agreement for all details relating to the Borrower’s obligations hereunder. All capitalized terms used in this WIFIA Bond and not defined herein shall have the meanings set forth in the WIFIA Loan Agreement.

This WIFIA Bond may be prepaid at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid are to be determined in accordance with the WIFIA Loan Agreement; provided, however, such prepayments shall be in principal amounts of at least \$1,000,000 or any integral multiple of \$1 in excess thereof), at any time or from time to time,, but not more than annually, without penalty or premium, by paying to the WIFIA Lender all or part of the principal amount of the WIFIA Bond in accordance with the WIFIA Loan Agreement.

This WIFIA Bond shall be subject to mandatory prepayment on the terms and conditions set forth in the WIFIA Loan Agreement.

Payment of the obligations of the Borrower under this WIFIA Bond are secured pursuant to the WIFIA Resolution referred to in the WIFIA Loan Agreement. This WIFIA Bond shall be payable from and secured by unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Borrower. For the prompt payment of principal of and interest on this WIFIA Bond, the full faith and credit of the Borrower are hereby irrevocably pledged. This WIFIA Bond shall be additionally payable from and be secured by a pledge of the Net System Revenues as provided in the WIFIA Loan Agreement on a parity with all other Senior Obligations, subject only to prior pledges of such Net System Revenues in favor of the Prior Lien Obligations.

Any delay on the part of the WIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

All acts, conditions and things required by the Constitution and laws of the State to happen, exist, and be performed precedent to and in the issuance of this WIFIA Bond have happened, exist and have been performed as so required. This WIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State shall govern its construction to the extent such federal laws are not applicable.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

This WIFIA Bond is issued by the Municipality to finance the a portion of the cost of the Project and the issuance costs of this WIFIA Bond, pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on September 9, 2019.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, CITY OF OAK RIDGE has caused this WIFIA Bond to be executed in its name and attested by its Mayor and attested by its City Clerk, all as of the Effective Date set forth above.

CITY OF OAK RIDGE, TENNESSEE

By: _____
Mayor

ATTESTED:

City Clerk

CERTIFICATE OF AUTHENTICATION

This WIFIA Bond is the WIFIA Bond described in the within-mentioned WIFIA Resolution.

FINANCE DIRECTOR, CITY OF OAK
RIDGE, TENNESSEE

By: _____
(Authorized Signer)

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the Undersigned hereby unconditionally sells, assigns and

transfers unto _____

(Please Insert Social Security or other identifying number of Assignee(s)):

the within WIFIA Bond and all rights thereunder.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever.

[End of Bond Form]

Section 7. Pledge of Net Revenues and Levy of Tax. For the prompt payment of the principal of and interest on the WIFIA Bond, there is hereby pledged for such payment the Net System Revenues, on a parity with all other Senior Obligations and subject only to prior pledges of such Net System Revenues in favor of the Prior Lien Obligations, in amounts not exceeding the amounts required to make such payments as they come due. The Municipality, through its City Council, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the WIFIA Bond when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the WIFIA Bond in said year; provided, however, that the tax so levied in any year may be proportionately reduced by the amount of money actually on hand from the Net System Revenues and available for the payment of such principal and interest. Principal and interest falling due at any time when there are insufficient funds from this tax levy or Net System Revenues on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of available Net System Revenues and direct appropriations from the general funds of the Municipality to the payment of the WIFIA Bond. The Municipality furthermore agrees to establish

and fund the WIFIA Debt Service Account from Net System Revenues as a separate account for the benefit of the holder of the WIFIA Bond as provided in the WIFIA Loan Agreement to secure the payment of the WIFIA Bond.

Section 8. Indebtedness Secured by Net System Revenues; Application of System Revenues. The Municipality will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net System Revenues or any portion thereof having priority over the lien securing the WIFIA Bond. Additional bonds and other debt obligations may hereafter be issued on a parity with the WIFIA Bond as to lien on Net System Revenues or on a subordinate basis to the WIFIA Bond as to such lien only pursuant to the terms of the WIFIA Loan Agreement. The Municipality shall collect and apply the System Revenues as provided in the WIFIA Loan Agreement as long as the WIFIA Bond is Outstanding.

Section 9. Sale of WIFIA Bond. (a) The WIFIA Bond shall be sold to the WIFIA Lender pursuant to the terms of the WIFIA Loan Agreement.

(b) The Mayor and the City Clerk are authorized to cause the WIFIA Bond to be authenticated and delivered by the Registration Agent to the WIFIA Lender, and the Mayor, City Clerk, City Manager and Finance Director of the Municipality are authorized to execute, publish, and deliver all certificates and documents, including all certificates and instruments required by the WIFIA Loan Agreement, as they shall deem necessary in connection with the sale and delivery of the WIFIA Bond.

Section 10. Disposition of Bond Proceeds. The proceeds of the sale of the WIFIA Bond shall be disbursed and applied in accordance with the terms of the WIFIA Loan Agreement

Section 11. WIFIA Loan Agreement. The Mayor is hereby authorized and directed to execute and the City Clerk to attest (as necessary) on behalf of the Municipality (a) the WIFIA Loan Agreement in substantially the form attached hereto as Exhibit A, (b) the WIFIA Term Sheet in substantially the form attached hereto as Exhibit B, (c) the TLDA Consent and Agreement as to Parity Status in substantially the form attached hereto as Exhibit C, and (d) any and all other agreements, papers, instruments, opinions, certificates, affidavits and other documents relating to the WIFIA Bond or WIFIA Loan Agreement (collectively, the "Transaction Documents"), and the Mayor and City Clerk are hereby further authorized to do and cause to be done any and all acts necessary or proper, in connection with or for carrying out this resolution and the execution and delivery of the WIFIA Loan Agreement. The terms and provisions in the forms of WIFIA Loan Agreement, the WIFIA Term Sheet, and the TLDA Consent and Agreement as to Parity Status (each as attached hereto) are hereby approved. The City Council hereby authorizes and directs the Mayor to execute and the City Clerk to attest, without further consultation with the City Council, the Transaction Documents on behalf of the Municipality. The Mayor and City Clerk are further authorized and directed to fill in omissions in the Transaction Documents and to make such changes to the Transaction Documents as they shall deem appropriate in the best interests of the Municipality.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the holder of the WIFIA Bond, and after the issuance of the WIFIA Bond, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, without the consent of the holder of the WIFIA Bond, until such time as the WIFIA Bond and all interest due thereon shall have been paid in full.

Section 13. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 14. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on September 9, 2019.

APPROVED AS TO FORM
AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Attested:

Beth Hickman, City Clerk

STATE OF TENNESSEE)

COUNTY OF ANDERSON)

I, Beth Hickman, certify that I am the duly qualified and acting City Clerk of City of Oak Ridge, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a specially called meeting of the governing body of the Municipality held on September 9, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of the Municipality's WIFIA Bond.

WITNESS my official signature and seal of said Municipality on this ____ day of September, 2019.

City Clerk

EXHIBIT A

FORM OF LOAN AGREEMENT
(attached)

EXHIBIT B

FORM OF TERM SHEET
(attached)

EXHIBIT C

FORM OF TLDA CONSENT AND AGREEMENT
AS TO PARITY STATUS
(attached)

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