

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

November 12, 2019 - 7:00 p.m.

AGENDA

I. INVOCATION

Pastor Robert May, Oak Ridge Family Bible Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

Proclamations

- a. A proclamation recognizing Mark Mamantov with Bass, Berry & Sims, PLC for his service as Bond Counsel for the City of Oak Ridge
- b. A proclamation recognizing Rhoni Basden for her service as Executive Director of Girls Inc. of the Tennessee Valley

V. SPECIAL REPORTS

- a. City Attorney Evaluation Committee Report – Councilmember Jim Dodson, Chair
 - i. A RESOLUTION TO AMEND THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT TO PROVIDE FOR A CONTRACT EXTENSION AND SALARY INCREASE, AND TO ESTABLISH AN EVALUATION TIMEFRAME FOR CALENDAR YEAR 2021 AND CALENDAR YEAR 2022.

VI. CONSENT AGENDA

- a. Approval of October 14, 2019 City Council regular meeting minutes
- b. Transmittal of Report on Debt Obligation – State Form CT-0253 – WIFIA Loan
- c. 2019 Heritage Railroad Authority Annual Report
- d. A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO \$148,000.00 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF ONE (1) MULTI-PURPOSE VEHICLE FOR THE FIRE DEPARTMENT UTILIZING THE CITY'S SEALED BID PROCESS.
- e. A RESOLUTION TO EXTEND THE EMPLOYEE MEDICAL INSURANCE CONTRACT BETWEEN THE CITY OF OAK RIDGE AND THE STATE OF TENNESSEE LOCAL GOVERNMENT HEALTH INSURANCE PROGRAM AND TO ADD DENTAL, VISION, AND HEARING INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$4,800,000.00.

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

- a. AN ORDINANCE TO AMEND TITLE 3, TITLED "MUNICIPAL COURT," CHAPTER 4, TITLED "COURT ADMINISTRATION," SECTION 3-406, TITLED "COSTS ESTABLISHED," SUBSECTION (A), TITLED "CITY COURT CLERK FEE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY INCREASING THE CITY COURT CLERK FEE TO EIGHTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$86.25).

VIII. FINAL ADOPTION OF ORDINANCES

- a. AN ORDINANCE TO AMEND TITLE 13, TITLED "PROPERTY MAINTENANCE REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 3, TITLED "JUNKED VEHICLES," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW CHAPTER 3, TITLED "JUNKED VEHICLES," FOR THE PURPOSE OF UPDATING THE PROVISIONS.
- b. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED "COMMUNICATIONS IN THE RIGHTS-OF-WAY," FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018. **(A motion to bring a substitute ordinance to the floor is required.)**

IX. RESOLUTIONS

- a. A RESOLUTION APPROVING THE AESTHETIC PLAN FOR SMALL CELL WIRELESS INFRASTRUCTURE DEPLOYMENT IN THE PUBLIC RIGHT-OF-WAY.
- 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 TO AMEND RESOLUTION 5-28-2016, WHICH RESOLUTION APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH CANNON & CANNON, INC., KNOXVILLE, TENNESSEE, FOR ENGINEERING SERVICES RELATED TO THE OAK RIDGE TURNPIKE INTERSECTION PEDESTRIAN SAFETY IMPROVEMENTS PROJECT, TO INCREASE THE COMPENSATION BY \$19,450.00.
- d. A RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SOUTHERN SALES COMPANY, NASHVILLE, TENNESSEE, FOR EMERGENCY REPAIR SERVICES TO THE A CLARIFIER AT THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$70,000.00.
- e. A RESOLUTION TO DEDICATE A PORTION OF ENRICHMENT STREET AND A PORTION OF HERITAGE CENTER BOULEVARD RIGHTS-OF-WAY TO THE CITY AT THE EAST TENNESSEE TECHNOLOGY PARK (ETTP) NEAR FIRE STATION #4, TO ACCEPT OWNERSHIP OF A PORTION OF ENRICHMENT STREET RIGHT-OF-WAY, AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN AGREEMENT OR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY, THE U.S. DEPARTMENT OF ENERGY, AND HERITAGE CENTER LLC REGARDING NEEDED REPAIRS TO ENRICHMENT STREET AND A PORTION OF HERITAGE CENTER BOULEVARD.
- f. A RESOLUTION APPROVING THE CLASSIFICATION PLAN AND COMPENSATION PLAN UPDATES FOR CALENDAR YEAR 2020, AS RECOMMENDED BY THE CITY MANAGER AND THE PERSONNEL ADVISORY BOARD.

- X. APPEARANCE OF CITIZENS
- XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING
 - a. Elections/Appointments
 - b. Announcements
 - c. Scheduling
 - i. Cancellation of November 19, 2019 City Council Work Session and November 20, 2019 Budget and Finance Committee Meeting
 - ii. December meeting calendar
 - a. December 9, 2019 City Council regular meeting
 - b. December 17, 2019 City Council work session
 - c. December 18, 2019 Budget and Finance Committee meeting
- 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

CITY CLERK MEMORANDUM
19-20

DATE: November 4, 2019
TO: Honorable Mayor and Members of City Council
FROM: Mary Beth Hickman, City Clerk
SUBJECT: PROCLAMATIONS FOR THE NOVEMBER 12, 2019 CITY COUNCIL MEETING
AGENDA

The following proclamations are presented for the November 12, 2019 City Council meeting for the City Council's consideration:

A proclamation recognizing Mark Mamantov with Bass, Berry & Sims, PLC for his service as Bond Counsel for the City of Oak Ridge

This proclamation was requested by City Manager Mark Watson to recognize Mark Mamantov for his service as Bond Counsel for the City of Oak Ridge.

A proclamation recognizing Rhoni Basden for her service as Executive Director of Girls Inc. of the Tennessee Valley

This request was submitted by Councilmember Jim Dodson to honor Rhoni Basden, Executive Director of Girls Inc. of the Tennessee Valley as she prepares to leave her position at the end of November for a similar position in Vermont.


Mary Beth Hickman

Attachments:
Proclamations

PROCLAMATION

WHEREAS, Mark Mamantov has practiced law in the public finance area for nearly thirty years and has developed one of the leading financing and real estate practices in Tennessee; and

WHEREAS, Mr. Mamantov has served as bond counsel for more than \$3 billion of debt issues and has built a reputation nationally for his experience in tax-exempt finance and economic incentives; and

WHEREAS, due to his expansive public finance experience, Mr. Mamantov has had the opportunity to work on many of Tennessee's largest bond financings and public projects, such as convention centers, stadiums and arenas, hospital system financings and public utility systems, through transactions in more than seventy percent of Tennessee's counties; and

WHEREAS, Mr. Mamantov has also developed a robust economic incentives practice, through which he has closed numerous property tax abatement transactions throughout Tennessee and has assisted a number of local governments with developing tax abatement policies and procedures; and

WHEREAS, Mr. Mamantov received his Bachelor of Arts degree from the University of Tennessee in 1981, his J.D. from the University of Virginia School of Law in 1984, and was admitted to the Tennessee Bar in 1985; and

WHEREAS, Mr. Mamantov has received numerous accolades and awards during his illustrious career, including Knoxville Real Estate Law Lawyer of the Year (2011), one of Business Tennessee's Top 150 Best Lawyers in Tennessee and Commercial Real Estate Top 101, and has been listed as one of the Mid-South Super Lawyers; and

WHEREAS, Mr. Mamantov has been instrumental in the success of numerous projects financed by the City of Oak Ridge, most recently the Preschool and Senior Center building projects and the City's application to the Water Infrastructure Finance and Innovation Act (WIFIA) loan program through the Environmental Protection Agency for the building of a new water treatment plant.

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

That in recognition of his dedicated service to the City of Oak Ridge, City Council pays tribute to

MARK MAMANTOV

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed this the 12th day of November in the year 2019.

WARREN L. GOOCH, MAYOR

PROCLAMATION

WHEREAS, Rhoni Basden began serving as Executive Director of Girls Inc. of the Tennessee Valley in the Spring of 2013; and

WHEREAS, during her tenure, Girls, Inc. grew from serving 100 girls per year to 1,100 across three counties and twenty-four school systems; and

WHEREAS, Ms. Basden has overseen the expansion of program offerings at Girls Inc. to include more STEM curricula, trade programs, and economics, as well as sports offerings; and

WHEREAS, under Ms. Basden's leadership, Girls Inc. of the Tennessee Valley was recognized two years in a row as the top Girls Inc. affiliate in the country; and

WHEREAS, one of the organization's elementary school girls was selected as National Girl of the Year for Girls Inc. National and one of the organization's high school girls was selected for the National Teen Advocacy Council for Girls Inc. National; and

WHEREAS, Girls Inc. also provides necessary mentoring, homework help and emotional support to all girls enrolled and administers four different summer and school break camps across the region; and

WHEREAS, in addition to her role as Executive Director, Ms. Basden also serves the community as Vice-President of the OR Computer Science Girls, Scholarship Chair for Altrusa International of Oak Ridge; and as a member of the Alliance for Better Nonprofits, and she recently led a national conference in Dallas on Women in Leadership Management; and

WHEREAS, Ms. Basden is a finalist for the Outstanding Young Professional Impact Award given by the Young Professionals of Knoxville; and

WHEREAS, Ms. Basden is leaving her position at the end of November to develop another similar organization in Vermont where she grew up.

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

That in recognition of her dedicated service to the Oak Ridge community, City Council pays tribute to

RHONI BASDEN

and offer her best wishes in all of her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed this the 12th day of November in the year 2019.

WARREN L. GOOCH, MAYOR

SPECIAL REPORTS

**CITY ATTORNEY EVALUATION COMMITTEE
MEMORANDUM**

DATE: October 30, 2019

TO: Fellow Members of City Council

FROM: City Attorney Evaluation Committee
Councilmember Jim Dodson, Chair
Councilmember Ellen Smith
Councilmember Derrick Hammond

SUBJECT: CITY ATTORNEY EVALUATION COMMITTEE REPORT AND RECOMMENDATIONS
FOR FY2019

The City Attorney Evaluation Committee met on October 16, 2019 to review the Council's completed performance evaluations of the City Attorney and develop its recommendations to the Council regarding a possible change in compensation and contract extension. The three committee members were present along with the City Attorney Kenneth R. Krushenski and City Clerk Mary Beth Hickman.

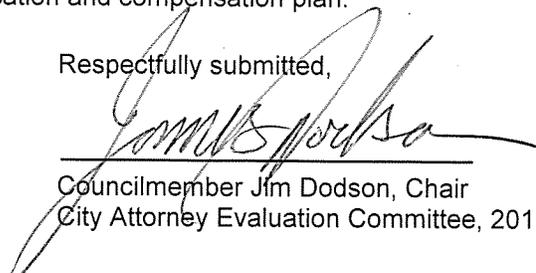
The Committee reviewed the evaluation forms and discussed the Council's ratings and comments with the City Attorney. A summary of the evaluations is attached. The Committee noted that the overall ratings were very positive and no significant issues or areas for improvement were identified. It was discussed that given the City Attorney's eighteen years of service to the City that his compensation should be adjusted to bring him to the midpoint on the City's classification scale. Last year, the committee recommended a 4% increase in order to bring the City Attorney to the halfway point on the City's classification scale and a one-year extension. City Council approved the Committee's recommendations through Resolution 12-95-2018. The Committee also discussed making an effort to get the City Attorney's evaluation back on schedule commensurate with the expiration of his contract, which is in March.

Councilmember Smith moved that the City Attorney's salary be increased by 4% in order to bring the City Attorney to midpoint on the City's classification scale, and that his contract be extended one year to March 1, 2022, with the increase being retroactive to March 1, 2019. Councilmember Hammond seconded, and the motion passed unanimously.

Councilmember Hammond moved that the next evaluation of the City Attorney take place in July, 2020 in an effort to move the evaluation back to meet the March contract deadline in 2021. Councilmember Smith seconded, and the motion passed unanimously.

The attached resolution amends the City Attorney's Employment agreement to provide for the recommended salary increase and contract extension. The Committee recommends its approval as a measure of compensation for the City Attorney's performance as indicated by the evaluations completed by the councilmembers and in line with the City's classification and compensation plan.

Respectfully submitted,



Councilmember Jim Dodson, Chair
City Attorney Evaluation Committee, 2019

Attachments:
Evaluation Summary
City Attorney Employment Agreement with FY2018 Amendment
Resolution

CITY ATTORNEY EVALUATION SUMMARY

COURTESY AND COMMUNICATION SKILLS

Is accessible, responsive, considerate and courteous in interactions with Council

Exceeds Expectations – 5

Fully Meets Expectations – 1

Needs Improvement –

No Observation –

Comments:

I have found Ken to be exceptionally accessible, and he is always responsive and courteous.

I have interacted with the City Attorney in both group and individual settings to discuss city legal matters. In all cases, he has been accessible via an “open door” policy, responsive and considerate.

Our city attorney is always available and provides prompt answers to Council’s questions. He also seeks advice from others when applicable.

Ken is always available to talk.

Ken is always accessible and courteous.

Provides legal opinions and/or advice in a timely manner

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation –

Comments:

I usually receive briefings from our City Attorney promptly.

Ken is very thorough.

He is very diligent.

Creates a sense of trustworthiness

Exceeds Expectations - 6

Fully Meets Expectations –

Needs Improvement –

No Observation –

Comments:

Ken is very honest.

I always feel that I can trust our city attorney particularly with delicate situations needing discretion.

Keeps the Council informed about current issues, legal activities, decisions, and goals

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

The City Attorney has reached out via phone call on several occasions to keep me informed or abreast of current or potential legal matters that the city could face. He stays on the phone as long as need be to ensure I understand the matter fully. He then makes reference to the need for him to call and inform the other council members as individually and personally as he has done with me.

Sometimes he could call instead of putting a note in the mailbox.

He provides substantive updates and memos on all issues affecting the city.

Communicates well with a wide range of persons, including Councilmembers, citizens, staff, and other attorneys

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation –

Comments:

I have observed first hand how well Mr. Krushenski communicates with the public and Council with regards to both legal matters as well as representing the city as a valued citizen of Oak Ridge. He is always polite and conducts himself as a true professional.

Ken is competent and knowledgeable of the law.

List notes or comments that support the overall rating on courtesy and communication skills

Ken always writes clearly. His sense of humor is an asset in a wide range of in-person communication contexts.

KNOWLEDGE AND ADAPTABILITY

Demonstrates a thorough knowledge and understanding of municipal law

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement –

No Observation –

I have found Ken to be very knowledgeable about law affecting Tennessee municipalities.

He is very experienced and maintains his expertise through his interaction with MTAS and the state Comptroller's office.

Is knowledgeable about City issues and about legal trends that may impact the City

Exceeds Expectations – 4

Fully Meets Expectations - 2

Needs Improvement –

No Observation –

Comments:

Ken's "corporate memory" regarding City issues, obtained through his long experience with the City, is an asset whose value continues to grow as other senior City personnel (and Council members) come and go.

Demonstrated in the context of a wide range of conversations in city council meetings and council work sessions.

Because of his extensive history with the City of Oak Ridge, Mr. Krushenski is well-equipped to address both past and current issues in our community.

Has a depth of historical knowledge.

Provides advice on ordinance changes, drafting of new ordinances and amendments

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation –

Comments:

Provides concise, understandable, and helpful legal options and/or advice

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation –

Comments:

Demonstrates openness to alternative approaches

Exceeds Expectations – 3

Fully Meets Expectations – 2

Needs Improvement – 1

No Observation –

Comments:

Ken does not think outside the box. He is black and white.

He has demonstrated that he thoughtfully considers various courses of action.

Adjusts rapidly to changes in plans or procedures

Exceeds Expectations – 1

Fully Meets Expectations – 5

Needs Improvement –

No Observation –

Comments:

The job requires consistency, but he does not shift gears well.

List notes or comments that support the overall rating on courtesy and communication skills

ADMINISTRATIVE SKILLS AND EFFECTIVENESS

Functions effectively under pressure

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation –

Comments:

He does not get distracted.

Demonstrates leadership that contributes to achieving the City's goals and objectives

Exceeds Expectations –

Fully Meets Expectations – 6

Needs Improvement –

No Observation –

Comments:

He could explore new alternatives sometimes.

Effectively evaluates legal problems and alternatives

Exceeds Expectations – 1

Fully Meets Expectations – 5

Needs Improvement –

No Observation –

Comments:

He provides thoughtful and substantive advice on legal issues.

Demonstrates effectiveness in avoiding unnecessary legal controversy

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement –

No Observation –

Comments:

Ken works hard to help the City avoid unnecessary legal controversy and costly litigation, including educating Council members on the cost of litigation. Sometimes I wonder whether he is a bit too dedicated to avoidance of legal controversy; maybe some of our goals would be better served if the City were more aggressive in legal matters.

This is one of his best qualities.

List notes or comments that support the overall rating on courtesy and communication skills

PERSONAL AND PROFESSIONAL QUALITIES

Maintains high standards of ethics, honesty, and integrity in all personal and professional relationships

Exceeds Expectations – 6

Fully Meets Expectations –

Needs Improvement –

No Observation –

Comments:

He is a person who always demonstrates the highest professional and personal standards of ethics. He enjoys a reputation of highest integrity in the legal community.

He is a person who always demonstrates the highest professional and personal standards of ethics. He enjoys a reputation of highest integrity in the legal community.

Retains your confidence when informing you of risks associated with proposed actions or decisions

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement –

No Observation –

Comments:

Works toward gaining and maintaining the respect and support of staff

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement –

No Observation –

Comments:

List notes or comments that support the overall rating on courtesy and communication skills

I have received no internal or external complaints regarding the City Attorney or the quality of his work. Furthermore, there are no discernable indicators of poor judgement that I am aware of (i.e. frequent lawsuits against him or lawsuits that make concerning claims referencing the city attorney's decision or approach on a specific matter."

ADDITIONAL NARRATIVE – LOOKING AHEAD

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

During the year past, Ken has been solid and reliable. He stayed current with a diverse range of legal matters facing the City and provided sensible advice to City Council.

Knowledge of legal trends affecting the City, legal competence, genuine approach to operational excellence, courteous approach to service, positive attitude, proactive commitment to communication and ensuring situational awareness.

Mr. Krushenski continues to serve as our primary representative in all matters requiring legal advice in a proactive manner as the city of Oak Ridge works to resolve any legal issues that present themselves.

His historical knowledge and competency is valuable.

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

None that I am aware of.

I can not identify an area for improvement at this time.

His ability to find new alternatives could be improved.

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

Maybe be present at local public functions when possible. For example, be a guest speaker at Rotary or one of the other many opportunities to shed public light on the legal aspects of city government. This would continue to build trust between the city and the community.

I would advise Mr. Krushenski to continue providing legal advice and performing in an advisory role to city council and staff as he has done so well.

Ken is a great public attorney. He should sometimes, however, look for new ways to achieve a goal that benefits our citizens and the City.

Continue his improvement in concisely and effectively advising Council on the latest issues facing the City. This is an area of emphasis for all attorneys because many legal issues are complicated and do not lend themselves to a quick briefing for decisionmakers and clients.

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

For the benefit of the person who succeeds him at some future time, after he retires, I hope that Ken is continuing to ensure that the City's extensive legal records are well organized and indexed.

Continue to maintain the levels of excellence that council has come to expect.

While it is important to hire experts in certain cases, sometimes I feel we rely too much on outside counsel when Ken could actually do the work himself.

Continue to stay abreast of legal trends and issues facing municipalities.

Please provide recommendations and comments on a possible change in compensation (currently \$125,174.40) and a contract extension beyond the current expiration date of March 1, 2021.

Ken's contributions merit an increase in his salary to the midpoint of the pay range set for this position in the compensation plan the City adopted a couple of years ago. Contract should be extended one year past the current expiration.

I would suggest that Mr. Krushenski's contract be extended by one year and that we bring his compensation up to mid-point on the salary schedule, which is \$129,958.40. This increase in salary is a result of his exemplary performance over the past year as well as over his career with the City of Oak Ridge. The City Attorney's 2018 evaluation committee also discussed the possibility of such an increase last year when we increased his salary at that time by 4%, which was a level half-way between his 2018 salary and mid-point.

COLA equal to other city employees.

One-year extension and 2% salary increase.

**EMPLOYMENT AGREEMENT
City Attorney**

This is an agreement entered into this 22 day of Feb., 2001, between the City of Oak Ridge (the City) by the City Council and Kenneth R. Krushenski (City Attorney) to provide for the employment of Kenneth R. Krushenski as City Attorney of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this Agreement, the City of Oak Ridge and Kenneth R. Krushenski agree as follows:

Section 1. Duties

City Council agrees to employ Kenneth R. Krushenski as City Attorney of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Article III, Section 13 of the Charter of the City of Oak Ridge specifies as follows:

The City Attorney shall be responsible for representing and defending the City in all litigation in which the City is a party, shall be the prosecuting officer in the City Court, shall advise the Council, City Manager, and other officers and employees of the City concerning legal aspects of the City's affairs, shall approve as to form and legality all contracts, deeds, bonds, ordinances, resolutions, motions, and other official documents and shall perform such other duties as may be prescribed by the Council or the City Manager.

The City Attorney shall also be responsible for representing all boards and commissions sanctioned by or established by the City Council. The City Attorney shall be responsible for defending all boards and commissions in all litigation in which the respective board or commission is a party and shall attend meetings of the various boards and commissions if in the discretion of the City Attorney his attendance is necessary.

The City Attorney shall also serve as tax attorney for the City of Oak Ridge. All revenue paid to the City Attorney in his capacity as tax attorney shall be paid into the general fund of the City of Oak Ridge, Tennessee.

Section 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Attorney at any time, subject only to the provisions set forth in Section 5, Paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Attorney to resign at any time.

C. Except as otherwise herein stated, this Agreement shall become effective as of March 1, 2001, and shall continue in effect until March 1, 2003, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this Agreement, City Council shall take action by November 18, 2002. However, upon the request of the City Attorney during this same period, City Council shall make a decision as to whether it desires to extend said Agreement.

Section 3. Performance Evaluation

A. No later than June 1, 2001, City Council and the City Attorney shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Attorney. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided. Thereafter, City Council and the City Attorney may modify the performance criteria and the goals and objectives during the annual evaluation process.

B. The first formal evaluation of the City Attorney's performance shall be completed by May 30, 2002. Thereafter, evaluations shall be conducted on an annual basis by May 30th of each year.

Section 4. Code of Ethics

The City Attorney agrees to adhere to the standards of the American Bar Association Code of Professional Responsibility and to conduct himself accordingly.

Section 5. Termination and Severance Pay

A. In the event the City Attorney's employment is terminated by the Council at its will and pleasure during such time that the City Attorney is willing and able to perform his duties under this Agreement, then in that event the City agrees to pay the City Attorney a lump sum cash payment equal to six (6) months' aggregate salary plus any accrued leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Attorney's matching portion of benefits provided for and during said six (6) months' severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Attorney then in effect. Provided, however, that in the event the City Attorney is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Attorney of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Attorney in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Attorney may at his option be deemed to be "terminated" at the date of such reduction under the terms of Section 5A, with the City Attorney being entitled to the lump sum cash payment as described.

Section 6. Disability

If the City Attorney becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of six (6) successive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement.

Section 7. Salary

A. City agrees to pay the City Attorney for his services rendered pursuant hereto an annual base salary of \$80,017.60, payable in installments at the same time as other City employees are paid.

B. In addition, City agrees to increase said base salary and/or other benefits of the City Attorney in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance evaluation developed as required by Section 3 of this Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Attorney.

Section 8. Hours of Work

A. The City of Oak Ridge requires the full-time service of its City Attorney and, therefore, in the event the City Attorney is not available for his duties, he shall designate an Assistant City Attorney as his representative to be responsible in his place, and so inform members of City Council when appropriate.

B. The City Attorney is leaving an active private law practice to undertake this position with the City of Oak Ridge. Both parties to this agreement recognize that it will take the City Attorney some time to close his existing practice and in that regard the parties agree that the City Attorney will have three (3) months from the effective day of this agreement to terminate all attorney-client relationships with persons and entities other than the City of Oak Ridge. During this three (3) month period, the City Attorney agrees to avoid using regular office hours to conduct business with other clients and will make every effort to close out his attorney-client relationships with all such clients as soon as possible, but in no event will he represent persons or entities other than the City of Oak Ridge after May 30, 2001 without the express consent of the City (through the City Manager).

Section 9. Communications Equipment

The City agrees to reimburse the City Attorney up to Thirty Dollars (\$30) per month to maintain a cellular or digital telephone. Except for this reimbursement, the cellular or digital telephone service shall be maintained by the City Attorney at his cost. The City shall be provided the number for this telephone to allow ease of communication with the City Attorney.

Section 10. Dues and Subscriptions

A. The City agrees to budget and pay the professional dues and subscriptions of the City Attorney for his continuance and full participation in national, regional, state and local

associations and organizations as necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

B. The City agrees to budget and pay the Tennessee Professional Privilege Tax and Tennessee Board of Professional Responsibility fees on behalf of the City Attorney.

Section 11. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of the City Attorney for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Attorney and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the Tennessee Bar Association, the Tennessee Municipal League, and such other national, regional, state, and local governmental groups and committees thereof which the City Attorney serves as a member.

B. The City also agrees to budget and pay for the travel and subsistence expenses of the City Attorney for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12. Annual and Sick Leave

A. The City Attorney shall accrue annual and sick leave in the same manner as other City employees and as specified in Article 11 of the Personnel Ordinance.

B. As of the date of commencement of the term of employment, the City Attorney shall have credited to his account ten (10) days of sick leave and one hundred twenty (120) hours of annual leave. Thereafter, the City Attorney shall accrue, and have credited to his personal account annual leave and sick leave at the same rate as other employees of the City. The City Attorney shall be entitled to all leave and employee benefit programs granted to all general employees of the City.

Section 13. Health, Dental, Disability and Life Insurance Benefits

The City agrees to provide health, dental, disability, long-term care and life insurance benefits to the City Attorney and to pay the premiums thereon equal to that which is provided all other general employees of the City.

Section 14. Retirement

The City Attorney shall be immediately covered by the Tennessee Consolidated Retirement System in the same manner as is provided all other general employees of the City.

Section 15. Liability Protection

The City shall provide the same liability protection for the City Attorney as provided for all general employees of the City, as specified in Section 13.4 of the Personnel Ordinance.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Attorney under any law, ordinance or regulation.

Section 17. Residence

The City requires and the City Attorney agrees to maintain his principal residence inside the corporate limits of the City during the term of this Agreement, including any renewals and extensions.

Section 18. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

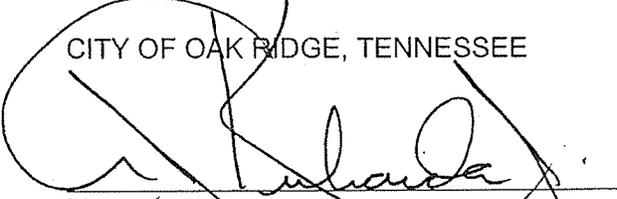
B. If any provisions contained in this Agreement, or portion thereof, are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

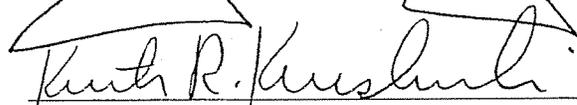
CITY OF OAK RIDGE, TENNESSEE



City Attorney



Mayor



Keith R. Kushurki
City Attorney

ATTEST:



Jacquelyn J. Bernard
City Clerk

AMENDMENT NO. 17
(Employment Agreement – Kenneth R. Krushenski, City Attorney)

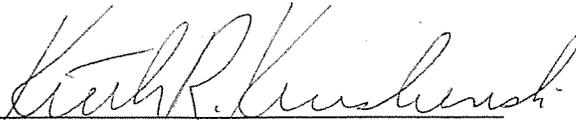
This Amendment No. 17 entered into this the 10th day of December, 2018, amends the Employment Agreement dated February 22, 2001, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Kenneth R. Krushenski, hereinafter referred to as the "City Attorney."

NOW, THEREFORE, the parties hereto agree as follows:

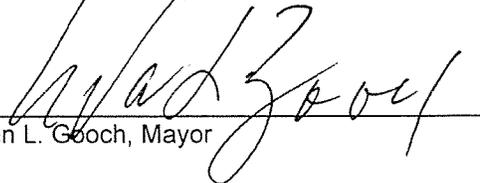
1. Section 2, Term, Subsection C, of the Employment Agreement is hereby amended by extending the term of the agreement by one year, which changes the effective ending date of the agreement to March 1, 2021; and
2. Section 7, Salary, Subsection A, of the Employment Agreement is hereby amended by increasing the City Attorney's base salary to \$125,174.40 effective March 1, 2018, which is the equivalent of a four percent (4%) salary increase.
3. All other terms, conditions and provisions of the Employment Agreement, dated February 22, 2011, as amended, not in conflict with this Amendment No. 17 shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

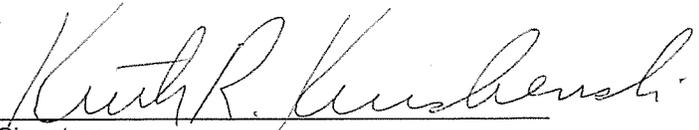


Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor

KENNETH R. KRUSHENSKI



Signature

Approved by Resolution 12-95-2018

RESOLUTION

A RESOLUTION TO AMEND THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT TO PROVIDE FOR A CONTRACT EXTENSION AND SALARY INCREASE, AND TO ESTABLISH AN EVALUATION TIMEFRAME FOR CALENDAR YEAR 2021 AND CALENDAR YEAR 2022.

WHEREAS, Article III, Section 13, of the City Charter provides that City Council shall appoint a City Attorney; and

WHEREAS, on February 22, 2001, City Council entered into an employment agreement in which City Council agreed to employ Kenneth R. Krushenski as the City Attorney; and

WHEREAS, said employment agreement provides that formal evaluations of the City Attorney shall be conducted on an annual basis by May 30th of each year, and to this end City Council appointed a City Attorney Evaluation Committee (the Committee) to develop an evaluation procedure; and

WHEREAS, the Committee has completed its work and based upon the evaluation results recommends the City Attorney's employment agreement be extended by one year and the City Attorney receive a four percent (4%) raise retroactive to March 1, 2019 to bring his salary near midpoint on the Compensation Plan to reflect his years of service; and

WHEREAS, the Committee also recommends the next City Attorney evaluation process take place in July 2020 in an effort to get the evaluation process back on track by Calendar Year 2021 to comply with the evaluation timing requirements of the employment agreement.

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

That the Employment Agreement between the City of Oak Ridge and Kenneth R. Krushenski as City Attorney is hereby amended as follows:

- Section 2, Term, Subsection C, be amended to provide that the Employment Agreement shall continue in effect until March 1, 2022; and
- Section 7, Salary, Subsection A, be amended to provide for a new annual base salary amount of \$130,187.20 (the equivalent of a four percent (4%) raise), which shall become effective retroactive to March 1, 2019.

BE IT FURTHER RESOLVED that the next evaluation of the City Attorney shall commence in July 2020 and the subsequent evaluation of the City Attorney shall commence in March 2021 to place the evaluation process back in accordance with the timing requirements set forth in the Employment Agreement.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute all necessary legal documents to accomplish the same.

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:



 Kenneth R. Krushenski, City Attorney

 Warren L. Gooch, Mayor

 Mary Beth Hickman, City Clerk

CONSENT AGENDA

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

October 14, 2019

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on October 14, 2019 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

INVOCATION

The invocation was given by Elder Henry Watson, Mt. Zion Baptist Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Elizabeth O'Toole, Oak Ridge High School Naval JROTC.

ROLL CALL

Upon roll call the following Councilmembers were present: Councilmember Kelly Callison; Mayor Pro Tem Rick Chinn, Jr.; Councilmember Jim Dodson; Mayor Warren L. Gooch; Councilmember Derrick Hammond; Councilmember Charles J. Hope, Jr.; and Councilmember Ellen Smith.

Also present were Mark S. Watson, City Manager, Mary Beth Hickman, City Clerk; and Janice McGinnis, Finance Director. City Attorney Ken Krushenski was absent due to a family illness.

PROCLAMATIONS AND PUBLIC RECOGNITIONS

Public Recognitions

City Manager Mark Watson recognized the Oak Ridge Senior Center for its October 15, 2019 Grand Opening.

The City Manager also recognized Bruce Applegate and Amy Fitzgerald for receiving the Community Participation Award from the International City Managers Association and City Clerk Beth Hickman for receiving the President's Award from the Tennessee Association of Municipal Clerks and Recorders.

Proclamations

A proclamation honoring Bill Capshaw as the recipient of the 2019 ADFAC Bill Wilcox Bow Tie Award
Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Hope seconded. The motion passed unanimously by voice vote.

A proclamation recognizing the 75th Anniversary of the Oak Ridge Civic Music Association
Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Smith seconded. The motion passed unanimously by voice vote.

A proclamation recognizing the American Museum of Science and Energy for receiving The Leading Edge Overcomer Award from the Association of Science and Technology Centers
Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Callison seconded. The motion passed unanimously by voice vote.

A proclamation designating October, 2019 as Fire Prevention Month
Councilmember Smith moved for approval of the proclamation, and Councilmember Callison seconded.

The motion passed unanimously by voice vote.

A proclamation designating October, 2019 as Domestic Violence Awareness Month

Councilmember Dodson moved for approval of the proclamation, and Councilmember Hammond seconded. The motion passed unanimously by voice vote.

A proclamation designating October 23-31, 2019 as Red Ribbon Week

Councilmember Hammond moved for approval of the proclamation, and Councilmember Smith seconded. The motion passed unanimously by voice vote.

SPECIAL REPORTS

City Manager Mark Watson gave a report on the City's closing on a loan for \$22.5 million through the Water Infrastructure Finance and Innovation Act (WIFIA) program through the United States Environmental Protection Agency.

Electric Department Director Jack Suggs gave a presentation on the Tennessee Valley Authority Long-term Partnership Proposal that was approved at the September City Council meeting.

CONSENT AGENDA

Councilmember Smith requested that the following item be removed from the Consent Agenda for discussion:

A RESOLUTION APPROVING THE PURCHASE OF A PRECAST RESTROOM FOR BLANKENSHIP FIELD FROM CTX, INC., THROUGH THE PURCHASING COOPERATIVE SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$40,000.00, SUBJECT TO ACCEPTANCE OF THE BID FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

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

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

Approval of the September 9, 2019 City Council regular meeting minutes

Transmittal of Report on Debt Obligation – State Form CT-0253 on \$28,295,000 in General Obligation Refunding Bonds, Series 2019

Resolution No. 10-110-2019

A RESOLUTION ACCEPTING AN ASSISTANCE TO FIREFIGHTER GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$184,545.45, WITH A LOCAL MATCH REQUIREMENT \$18,454.55.

Resolution No. 10-111-2019

A RESOLUTION ACCEPTING A LIBRARY SERVICES AND TECHNOLOGY GRANT FROM THE STATE OF TENNESSEE FOR THE OAK RIDGE PUBLIC LIBRARY IN THE AMOUNT OF \$5,022.00, WITH A LOCAL MATCH REQUIREMENT OF \$5,022.00.

Resolution No. 10-112-2019

A RESOLUTION ACCEPTING TWO (2) GRANTS FROM THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE POLICE DEPARTMENT IN THE AMOUNTS OF \$20,000.00 AND \$22,000.00, WITH NO LOCAL MATCH REQUIREMENT.

City Council then took up consideration of the item that was removed from the Consent Agenda:

Resolution No. 10-113-2019

A RESOLUTION APPROVING THE PURCHASE OF A PRECAST RESTROOM FOR BLANKENSHIP FIELD FROM CTX, INC., THROUGH THE PURCHASING COOPERATIVE SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$40,000.00, SUBJECT TO ACCEPTANCE OF THE BID FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Callison seconded. Recreation and Parks Director Jon Hetrick 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, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

AN ORDINANCE TO AMEND TITLE 13, TITLED "PROPERTY MAINTENANCE REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 3, TITLED "JUNKED VEHICLES," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW CHAPTER 3, TITLED "JUNKED VEHICLES," FOR THE PURPOSE OF UPDATING THE PROVISIONS.

Councilmember Dodson moved for approval of the ordinance, and Councilmember Callison seconded. Community Development Director Wayne Blasius and Police Chief Robin Smith provided an overview of the ordinance and answered questions from Council.

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

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED "COMMUNICATIONS IN THE RIGHTS-OF-WAY," FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018.

Councilmember Hammond moved for approval of the ordinance, and Councilmember Smith seconded. Lily Seabolt, Right-of-Way Specialist with the Oak Ridge Electric Department, provided an overview of the ordinance and answered questions from Council.

During discussion, there was a request to include in the ordinance on second reading language referencing requirements under MS-4.

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

FINAL ADOPTION OF ORDINANCES

Ordinance No. 22-2019

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.

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

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

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.

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

RESOLUTIONS

Resolution No. 10-114-2019

A RESOLUTION APPROVING REVISED BYLAWS OF THE PERSONNEL ADVISORY BOARD.

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

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. 10-115-2019

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 TO \$97,772.40, AND TO RESCIND RESOLUTION 8-88-2019.

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, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

Resolution No. 10-116-2019

A RESOLUTION TO APPROVE A MASTER AGREEMENT WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) TO ALLOW THE CITY TO BECOME A PARTICIPATING MEMBER IN THE PURCHASING COOPERATIVE, AND AUTHORIZING THE EXPENDITURE OF UP TO \$372,478.30 FOR FURNITURE FOR THE NEW PRESCHOOL BUILDING, WHICH AMOUNT INCLUDES \$10,000.00 FOR TARIFFS AND CONTINGENCIES.

Councilmember Hammond moved for approval of the resolution, and Councilmember Callison seconded.

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. 10-117-2019

A RESOLUTION RATIFYING THE AUTHORIZATION OF THE ISSUANCE OF A BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO FINANCE A WATERWORKS SYSTEM IMPROVEMENT PROJECT.

Councilmember Smith moved for approval of the resolution, and Mayor Pro Tem Chinn seconded. City Manager Mark Watson 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, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

APPEARANCE OF CITIZENS

Stacey Pratt with ASAP of Anderson invited Councilmembers to an upcoming Tobacco Free Movie Night.

ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Announcements

Councilmember Dodson congratulated the Oak Ridge Public Library on receipt of a \$5,000 technology grant, and he announced a street painting event on October 20th sponsored by Roane State and Rotary.

Scheduling

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

Councilmember Hope requested information about an incident involving a contractor in the right-of-way on Monticello Road.

Councilmember Hammond requested that conversations need to be held with telecom companies as to what they can and can not do with respect to any small cell installation.

SUMMARY OF CURRENT EVENTS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

ADJOURNMENT: 9:16 p.m.

FINANCE DEPARTMENT MEMORANDUM
19-17

DATE: November 6, 2019
TO: Mark S. Watson, City Manager *MSW*
FROM: Janice E. McGinnis, Finance Director
SUBJECT: Transmittal of Report on Debt Obligation – \$21,073,179 Water Infrastructure Finance and Innovation Act (WIFIA) Loan

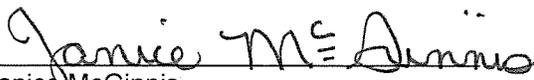
Attached is State Form CT-0253 Report on Debt Obligation for transmittal to City Council for the City's \$21,073,179 Water Infrastructure Finance and Innovation Act (WIFIA) Loan through the US Environmental Protection Agency (EPA). The \$21,073,179 loan amount is comprised of the maximum loan amount of \$20,656,145 plus \$417,034 in estimated capitalized interest. The WIFIA Loan will be utilized to fund approximately 49% of the costs for the construction of a new water treatment plant and related infrastructure. A \$3,288,000 State Revolving Fund Loan will finance the design and engineering costs for the new water treatment plant and related infrastructure. The remaining costs for the approximate \$42.2 million project will be funded through the State Revolving Loan Fund. Resolution number 10-117-2019 authorizing the WIFIA loan was approved by City Council at its September 4, 2019 meeting. For all city debt issuances, the State requires Form CT-0253 to be completed and provided to the governing body at a public meeting and filed with the Office of State and Local Finance.

The loan was approved by the Tennessee Local Development Authority at its September 19, 2019 meeting. The interest rate on the loan is 2.08%. This is a draw loan, whereby, loan proceeds are drawn as work progresses to reimburse the City for applicable expenditures. Interest on the loan amounts drawn will be capitalized during the construction period. Principal and interest payments are scheduled to begin May 1, 2023 and end May 1, 2057. The principal amortization schedule, shown as an attachment to the CT-0253 report, is based on the amortization and anticipated payment schedule of the full \$20,073,179.

Issuance costs for the loan were \$327,114. As part of the credit review process, the City was required to obtain a public Investment Grade Rating on the City's WIFIA loan from at least two Nationally Recognized Rating Agencies. To save overall costs to the City, the rating reviews were performed by Standard and Poor's and Moody's on both the City's Series 2019 Bond Issuance in September 2019 and the WIFIA loan. The costs for these two rating reviews was \$63,350 and was funded through the 2019 Bond Issuance proceeds and shown as a cost of issuance on the CT-0253 regarding debt disclosure for the 2019 Bonds.

City staff will be available to answer questions regarding the information contained on the CT-0253 forms at the November 12, 2019 City Council meeting. The information provided is for transparency regarding debt transactions; no action is required by City Council.

Attachment


Janice McGinnis

cc: Honorable Mayor and Members of City Council

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: City of Oak Ridge, TN
 Address: 200 South Tulane Ave P.O Box1
Oak Rdige, TN 37831
 Debt Issue Name: WIFIA Loan Agreement For Oak Ridge Water Treatment Plant Project (WIFIA N17130TN)
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required

2. Face Amount: \$ 21,073,179
 Premium/Discount: \$ _____

3. Interest Cost: 2.0800000 % Tax-exempt Taxable
 TIC NIC
 Variable: Index _____ plus _____ basis points; or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 BOND Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Official State and Local Finance ("OSFL")

5. Ratings:
 Unrated
 Moody's Aa2 Standard & Poor's AA+ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input type="checkbox"/>	General Government	_____ %
<input type="checkbox"/>	Education	_____ %
<input checked="" type="checkbox"/>	Utilities	100% Construct Water Treatment Plant & Related Infrastructure
<input type="checkbox"/>	Other	_____ %
<input type="checkbox"/>	Refunding/Renewal	_____ %

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan
 Negotiated Sale Loan Program EPA WIFIA Loan Program
 Informal Bid

9. Date:
 Dated Date: 10/17/2019 Issue/Closing Date: 10/17/2019

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:
 No Recurring Costs

	AMOUNT (Basis points/\$)	FIRM NAME (if different from #11)
Remarketing Agent	_____	_____
Paying Agent/Registrar	_____	_____
Trustee	_____	_____
Liquidity/Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship/Program/Admin	\$ 10,410.00	Annual Fee During Construction Period
Other: <u>Admin Fee</u>	\$ 7,810.00	Annual Fee + CPI - Substantial Completion to Maturity

13. Disclosure Document/Official Statement:
 None Prepared
 EMMA Link _____ or
 Copy Attached

14. Continuing Disclosure Obligations:
 Is there an existing continuing disclosure obligation related to the security for this debt? Yes No
 Is there a continuing disclosure obligation agreement related to this debt? Yes No
 If yes to either question, date that disclosure is due _____
 Name and title of person responsible for compliance _____

15. Written Debt Management Policy:
 Governing Body's approval date of the current version of the written debt management policy 11/14/2011
 Is the Debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:
 No Derivative
 Governing Body's approval date of the current version of the written derivative management policy _____
 Date of Letter of Compliance for derivative _____
 Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:
 To the Governing Body: on 11/7/2019 and presented at the public meeting held on 11/12/2019
 Copy to Director of OSLF: on 11/13/2019 either by:
 Mail to: _____ Email to: _____
 Cordell Hull Building
 425 Fifth Avenue North
 Nashville, TN 37243-3400
SLF.PublicDebtForm@cot.tn.gov

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	_____	Janice McGinnis
Title	Mayor	Finance Director
Firm	City of Oak Ridge, Tennessee	City of Oak Ridge, TN
Email	JMcGinnis@oakridgetn.gov	JMcGinnis@oakridgetn.gov
Date	11/12/2019	11/6/2019

Report on Debt Obligation WIFIA N17130TN Attachment
WIFIA Loan Agreement For Oak Ridge Water Treatment Plant Project

Year	This Issue			Total Debt Outstanding	
	Cum. Principal Redeemed	% Total		Cum. Principal Redeemed	% Total
1	\$0.00	0.00%		\$9,474,126.82	5.29%
5	\$839,165.18	3.98%		\$49,402,306.79	27.61%
10	\$3,094,654.69	14.69%		\$99,335,484.15	55.51%
15	\$5,594,678.34	26.55%		\$145,099,298.30	81.08%
20	\$8,365,747.87	39.70%		\$162,952,834.52	91.06%
25	\$11,437,249.38	54.27%		\$169,324,336.03	94.62%
30	\$14,841,754.86	70.43%		\$172,728,841.51	96.52%
35	\$18,615,367.73	88.34%		\$176,502,454.38	98.63%
40	\$21,073,178.96	100.00%		\$178,960,265.61	100.00%

10. Maturity Dates, Amounts and Interest Rates*:

Year	Amount	% Total
2023	\$415,263.85	2.08%
2024	\$423,901.33	2.08%
2025	\$432,718.48	2.08%
2026	\$441,719.03	2.08%
2027	\$450,906.78	2.08%
2028	\$460,285.64	2.08%
2029	\$469,859.58	2.08%
2030	\$479,632.66	2.08%
2031	\$489,609.02	2.08%
2032	\$499,792.89	2.08%
2033	\$510,188.58	2.08%
2034	\$520,800.50	2.08%
2035	\$531,633.15	2.08%
2036	\$542,691.12	2.08%
2037	\$553,979.10	2.08%
2038	\$565,501.86	2.08%
2039	\$577,264.30	2.08%
2040	\$589,271.40	2.08%
2041	\$601,528.25	2.08%
2042	\$614,040.03	2.08%
2043	\$626,812.07	2.08%
2044	\$639,849.76	2.08%
2045	\$653,158.63	2.08%
2046	\$666,744.33	2.08%
2047	\$680,612.61	2.08%
2048	\$694,769.35	2.08%
2049	\$709,220.56	2.08%
2050	\$723,972.34	2.08%
2051	\$739,030.97	2.08%
2052	\$754,402.81	2.08%
2053	\$770,094.39	2.08%
2054	\$786,112.36	2.08%
2055	\$802,463.49	2.08%
2056	\$819,154.73	2.08%
2057	\$836,193.01	2.08%



Oak Ridge-Heritage Railroad Authority
P. O. Box 5163
Oak Ridge, TN 37831-5163
Phone: 865.220.1413
Fax: 865.220-1561

Authority Members
Gordon G. Fee, Chairman
Mike Magill, Secretary/Treasurer

October 24, 2019

Mayor City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831-0001

Subject: Oak Ridge – Heritage Railroad Authority Annual Report 2019
(Covers from October 1, 2018 to September 30, 2019)

Dear Mayor:

The Oak Ridge – Heritage Railroad Authority is pleased to submit its 2018/2019 Annual Report to City Council in accordance with Council's resolution and State Law. The Oak Ridge – Heritage Railroad Authority was established by the Oak Ridge City Council on August 20, 2001. By State Law Railroad Authorities are chartered to assist cities and counties to maintain adequate and safe railroad service. The Oak Ridge Railroad Authority, by State Regulation, has two Board Members. Gordon Fee serves as Chairman and Mike Magill serves as Secretary/Treasurer.

The Heritage Railroad, which the Authority supports, provides the only railroad service to the City of Oak Ridge. It runs from the East Tennessee Technology Park (i.e. K-25) to the Blair Interchange on the Norfolk Southern main line, a distance of a little over 11.5 miles. Within the ETTP site the Heritage Railroad main line serves the intermodal transfer area operated by EnergySolutions, Inc. and a rail car repair area operated by East Tennessee Railroad Car Company. An additional spur serves the S-50 area which is approximately 1.6 rail miles from the main site. The railroad is owned by Heritage Railroad Corporation, a wholly owned subsidiary of EnergySolutions, Inc. and operates on an easement leased from the Department of Energy.

During the fiscal year, the rail traffic increased from 89 cars in 2017/2018 to 160 cars in 2018/2019. (See Exhibit A for a summary of traffic counts since 2012). Two business decisions by EnergySolutions have drastically reduced the rail traffic into and out of ETTP. First in May of 2016 EnergySolutions directed the Southern Appalachian Railroad Museum to stop operations of their excursion trains on the Heritage Railroad Line due to liability concerns in case of an accident. Secondly up until mid-June of 2018

the company with whom EnergySolutions contracts with to operate the railroad had been allowed to bring both empty and sometimes full rail cars onto the site for short term storage rentals. Because of both real and sometimes perceived safety concerns this practice has been stopped and is no longer allowed. On site today are (a) cars being used by EnergySolutions to transfer waste to and from their processing plant, (b) cars or engines being repaired or awaiting repair by East Tennessee Rail Company, and (c) historic rail cars or engines belonging to SARM. A small number of the Energy Systems cars are slightly radioactive and must be stored on the permitted area located on the S-50 spur.

In addition to directing SARM to stop all passenger excursion train operations, EnergySolutions in May of 2016 further directed SARM to remove all of their historic cars and equipment from the site by the end of that calendar year. Due to the high cost of moving the cars and the fact that no new location could be found this was not accomplished and in fact today 36 cars and engines are still on the site. SARM continues to be allowed to utilize their volunteer members to restore the cars on site and to get them road ready while they continue to seek a new home somewhere in the State of Tennessee. Several of their restored cars have been leased out to other excursion trains.

One of the primary goals of the Railroad Authority is to participate in the State's programs to help fund the maintenance and upgrades needed by the 18 short line railroads which operate in the State. From 2002 until 2013, the Oak Ridge-Heritage Railroad Authority received \$2,282,796.04 in State funding. (See Exhibit B) These funds helped pay for maintenance of bridges and crossings as well as major upgrades to 5 miles of the main line to be able to carry freight cars weighing as much as 286,000 pounds, the current standard for Class I railroads. State funding was not available from 2013 through 2017 as a result of several law suits filed by the Class I railroads where they argued that the funding source for the short line maintenance program was unconstitutional. However in 2018 and 2019 the State Legislature appropriated new funding and as a result Heritage Railroad has received an additional \$132,718 to continue upgrading the line in 2019 and is slated to receive another \$296,720 in 2020. With this new funding it should be possible to finish upgrading the main line to the 286,000 standard. It is important to note that all of the State grants require at least 10% matching funds and these must be provided by the Railroad owner i.e. EnergySolutions and not the Authority or the City of Oak Ridge. It is also noted that EnergySolutions has had to invest significant dollars to maintain the line well above what the State provided.

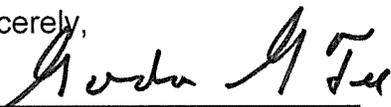
There are five bridges along the Heritage Railroad main line which must be maintained.

All bridges must be inspected each year by a qualified engineering firm. Crouch Engineering completed this annual inspection in March of 2019 and their final report was submitted to TDOT soon thereafter. The Inspection Summary statement was, "In general, all the five bridges on the Heritage Railroad were found to be in fair condition. At the time of the inspection, there were no repairs noted that would warrant the bridge be put out of service." However the inspection did show that bridge #5 needed attention and significant repairs costing ~\$48,000 are scheduled to be completed by the end of this calendar year.

As is known, the Knoxville Airport Authority has been working with a number of parties to build an airport at the East Tennessee Technology Park. The current proposed runway location would result in a portion of the S-50 railroad spur to lie within the runway protection area and as we understand it the FAA has said this is nonacceptable. Recently discussions have begun between the Airport Authority and EnergySolutions to examine the options available to deal with this conflict including, (1) relocate the spur by moving it west, (2) relocating the runway, or (3) discontinuing rail service to the power house/S-50 area. The latter option could result in that area being less attractive to any industry that might locate there and require rail service. This spur also has the potential to serve as the gateway to providing rail service to future customers outside of the ETPP site e.g. the small reactor TVA site or the Bear Creek industrial area. Since DOE still owns the land the railroad operates on, any decision to abandon this spur would also have to be approved by them. AS OF THE DATE OF THE ISSUING OF THIS REPORT THE PARTIES HAVE NOT REACHED A DECISION.

We would be happy to provide any additional information needed by the City of Oak Ridge.

Sincerely,



Gordon Fee, Chairman

cc: Michael Magill, Secretary/Treasurer Oak Ridge-Heritage Railroad Authority
Joe Heckman, EnergySolutions
Ken Krushenski, Oak Ridge City Attorney
Mark Watson, Oak Ridge City Manager
Byron Head, TDOT Byron.Head@tn.gov
TDOT.MultimodalAdmin@tn.gov

EXHIBIT A

Traffic Count: A summary of the traffic carried over last several years is shown below.

<u>Year</u>	<u>Rail Cars*</u>	<u>Passengers Carried</u>
2012	1,491	6,209
2013	282	3,278
2014	398	3,826
2015	1362	3,029
2016	992	Terminated May 28, 2016
2017	300	0
2018	89	0
2019	160	0

- Rail Car numbers do not include the passenger cars from the excursion train.

Exhibit B
 Annual Funding Received From State of Tennessee

Fiscal Year	Engineering	Bridge Upgrade	Track Upgrade	Total Allocation
2002/2003	\$ 44,981.00	\$ 54,942.00	\$ 191,004.00	\$ 290,927.00
2003/2004	\$ 25,915.00	\$ 60,896.00	\$ 191,004.00	\$ 277,815.00
2004/2005	\$ 24,293.00	\$ 48,464.00	\$ 197,721.00	\$ 270,468.00
2005/2006	\$ 19,328.00	\$ 50,661.00	\$ 97,788.00	\$ 167,777.00
2006/2007	\$ 20,197.00	\$ 49,374.00	\$ 119,635.00	\$ 189,207.00
2007/2008	\$ 20,197.00	\$ 49,374.00	\$ 119,635.00	\$ 189,206.00
2008/2009	\$ 20,197.00	\$ 49,374.00	\$ 119,635.00	\$ 189,206.00
2009/2010	\$ 19,576.00	\$ 52,291.84	\$ 103,176.20	\$ 175,044.04
2010/2011	\$ 25,842.00	\$ 37,368.00	\$ 105,084.00	\$ 168,294.00
2011/2012	\$ 17,743.00	\$ 37,368.00	\$ 107,981.00	\$ 163,092.00
2012/2013	\$ 20,481.00	\$ 46,427.00	\$ 134,852.00	\$ 201,760.00
2013/2014	\$0	\$0	\$0	\$0
2014/2015	\$0	\$0	\$0	\$0
2015/2016	\$0	\$0	\$0	\$0
2016/2017	\$0	\$0	\$0	\$0
2017/2018	\$0	\$0	\$0	\$0
2018/2019	\$13,272.00	\$0	\$116,446.00	\$132,718.00
Total	\$ 272,022.00	\$ 536,529.84	\$ 1,603,961.20	\$ 2,415,514.04

FIRE DEPARTMENT MEMORANDUM

HQ-19-24

DATE: October 18, 2019
TO: Mark S. Watson, City Manager
FROM: R. Darryl Kerley, Fire Chief
SUBJECT: PURCHASE OF A BRUSH FIRE VEHICLE

Introduction

An item for City Council's consideration is an accompanying resolution authorizing the City to purchase a multi-purpose utility vehicle for the Fire Department in an amount not to exceed \$148,000.00.

Funding

The funding will come from the equipment replacement fund and will be partial paid for by monies placed in the equipment replacement fund through our MOA with the Department of Energy, West End Fire Fund (Station 4).

Review

The City of Oak Ridge has a large wildland urban-interface environment and a significant amount of forested properties owned by the Department of Energy, TVA, and the City. In the past, the fire department has relied heavily on the volunteer fire agencies to provide wildland fire brush trucks for these events. However, the volunteer departments continue to experience staffing problems, especially during business hours. This vehicle would provide first response capabilities with Oak Ridge firefighters to the wildland and forested properties for fire suppression.

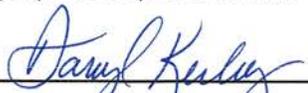
In addition to wildland capabilities, the vehicle would support fire suppression at our remote housing areas. There are several areas of the community which are situated in remote areas without a water supply for firefighting operations, and limited access for standard fire apparatus. This vehicle would be deployed into these areas for fire suppression, with the water supply provided by our standard fire engines.

Finally, the vehicle would be used to tow our support trailers, such as the HazMat decon trailer and support decontamination operations. Previously, this task was performed utilizing a Ford F-450 support vehicle provided by the County Emergency Management Agency (EMA). The County EMA has recalled the vehicle back to Clinton for use by the County EMA response team and is no longer available for the Oak Ridge Mission.

If the purchase is approved, the vehicle will be bid out through our sealed bid process and would arrive in Oak Ridge in approximately six months (next May).

Recommendation

Staff recommends approval of the attached resolution to purchase the multi-purpose response vehicle in an amount not to exceed \$148,000.00.


Darryl Kerley, Fire Chief

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 THE EXPENDITURE OF UP TO \$148,000.00 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF ONE (1) MULTI-PURPOSE VEHICLE FOR THE FIRE DEPARTMENT UTILIZING THE CITY'S SEALED BID PROCESS.

WHEREAS, the Fire Department desires to add a new multi-purpose vehicle which will be used for fire suppression for wildland and forested properties and remote housing areas, as well as to tow support trailers and support decontamination operations; and

WHEREAS, the Fire Department currently utilizes volunteer fire agencies to provide wildland fire brush trucks, however, said agencies experience staffing problems that hinder the City's ability to rely on this as an option; and

WHEREAS, a City-owned vehicle would provide first response capabilities to wildland and forested properties, such as those owned by the City, the U.S. Department of Energy (DOE), and the Tennessee Valley Authority (TVA); and

WHEREAS, funds are available in the Equipment Replacement Fund; and

WHEREAS, the sealed bid process will be commenced after approval of the purchase is given, with an anticipated arrival date of May 2020; and

WHEREAS, the City Manager recommends authorization to expend up to \$148,000.00 from the Equipment Replacement Fund for said vehicle utilizing the City's sealed bid process.

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 expend up to \$148,000.00 from the Equipment Replacement Fund for a multi-purpose vehicle for the Fire Department utilizing the City's sealed bid process.

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

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**PERSONNEL DEPARTMENT
19-140**

November 5, 2019

TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate Jr., Director of Administrative Services
SUBJECT: ANNUAL STATE MEDICAL INSURANCE RENEWAL

Introduction

The attached resolution extends the contract with the State of Tennessee Local Government Health Insurance Program to purchase employee medical, dental, hearing, and vision insurance for calendar year 2020 in an amount not to exceed \$4,800,000.

Funding

Funds are available from employee deductions and in the FY2020 Budget for the City's portion of premiums. On April 11, 2019 the State informed the City that there will be no increase in health Insurance rates for calendar year 2020.

Changes to the annual insurance allocation total is the result of combining existing funds set aside for the City's dental, vision, and hearing program with the allocation for health insurance premiums.

Background

The City of Oak Ridge has engaged the State of Tennessee Local Government Health Insurance Program for the provision of health insurance since 1999. The Council on April 8, 2019 approved Resolution 4-24-2019 committing the City to the transition from a self-run dental, vision, and hearing program to the addition of a traditional insurance offering of dental, vision, and hearing services through the State of Tennessee.

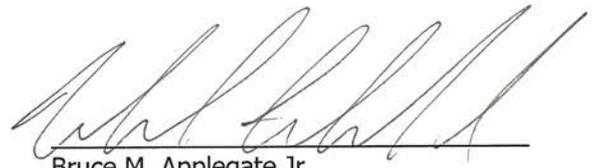
Current health insurance offerings to employees include a choice of Premier PPO, Standard PPO, Limited PPO, or the Local CDHP/HSA. All four of these options are offered by both Blue Cross Blue Shield, CIGNA LocalPlus, or CIGNA Open Access healthcare providers.

Current dental, vision, and hearing insurance offerings to employees include a choice of a Cigna prepaid plan(dental), Metlife PPO(dental), DavisVision-Basic Plan(vision & hearing), and DavisVision-Expanded Plan(vision & hearing).

Employees were advised that the annual enrollment transfer period began September 30, 2019 and ran through October 25, 2019. During that time employees were able to change plans, medical providers, enroll dependents without a qualifying event, join the newly offered dental and vision insurance offerings, or cancel health insurance coverage.

Recommendation

Sufficient funds are included in the FY 2020 Budget for medical insurance premiums. Therefore, Staff recommends adoption of the attached resolution. If additional information is required, please let me know.


Bruce M. Applegate Jr.

Attachments: 2020 Medical Payroll Rates
2020 Dental-Vision Payroll Rates

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
Medical Insurance Premiums – Employee Payroll Deductions
Effective January 1, 2020

Blue Cross Blue Shield

	Employee	+Child(ren)	+Spouse	+Spouse/Child(ren)	Dual Employees
Standard PPO	\$ 42.92	\$ 133.20	\$ 184.71	\$ 232.06	\$ 176.12
Premier PPO	\$ 62.31	\$ 163.20	\$ 226.25	\$ 284.22	\$ 225.51
Limited PPO	\$ 11.10	\$ 17.24	\$ 23.91	\$ 30.05	\$ 28.34
CDHP-HSA	\$ 10.02	\$ 15.48	\$ 21.48	\$ 27.00	\$ 25.50

CIGNA LocalPlus

	Employee	+Child(ren)	+Spouse	+Spouse/Child(ren)	Dual Employees
Standard PPO	\$ 42.92	\$ 133.20	\$ 184.71	\$ 232.06	\$ 176.12
Premier PPO	\$ 62.31	\$ 163.20	\$ 226.25	\$ 284.22	\$ 225.51
Limited PPO	\$ 11.10	\$ 17.24	\$ 23.91	\$ 30.05	\$ 28.34
CDHP-HSA	\$ 10.02	\$ 15.48	\$ 21.48	\$ 27.00	\$ 25.50

CIGNA Open Access

	Employee	+Child(ren)	+Spouse	+Spouse/Child(ren)	Dual Employees
Standard PPO	\$ 45.69	\$ 138.74	\$ 195.78	\$ 243.14	\$ 184.42
Premier PPO	\$ 65.08	\$ 168.74	\$ 237.32	\$ 295.29	\$ 233.82
Limited PPO	\$ 12.02	\$ 18.16	\$ 25.75	\$ 31.89	\$ 30.18
CDHP-HSA	\$ 10.94	\$ 16.41	\$ 23.33	\$ 28.85	\$ 27.35

Premier PPO – Primary Care/Specialist office visits \$25/\$45 copay; \$500/\$1,250 deductible; 10% coinsurance; maximum out-of-pocket \$3,600/\$9,000

Standard PPO – Primary Care/Specialist office visits \$30/\$50 copay; \$1,000/\$2,500 deductible; 20% coinsurance; maximum out-of-pocket \$4,000/\$10,000

Limited PPO – Primary Care/Specialist office visits \$35/\$55 copay; \$1,800/\$3,600 deductible; 30% coinsurance; maximum out-of-pocket \$6,800/\$13,600 (Medical and RX combined)

CDHP-HSA – Primary Care/Specialist office visits must pay 100% until deductible is met, \$2,000/\$4,000 deductible; 30% coinsurance; maximum out-of-pocket \$5,000/\$10,000

Dual Employees – both spouses are City employees under one family plan contract

CITY OF OAK RIDGE
Dental and Vision Insurance Premiums – Employee Payroll Deductions
Effective January 1, 2020

The City will provide an \$18.00 contribution per pay period toward your dental and/or vision premium. The employee will be responsible for paying the difference.

DENTAL INSURANCE

	Employee	+Child(ren)	+Spouse	+Spouse/Child(ren)
CIGNA PREPAID PLAN	\$ 6.20	\$ 12.88	\$ 11.00	\$ 15.12
METLIFE PPO PLAN	\$ 10.91	\$ 25.09	\$ 20.64	\$ 40.38

CIGNA PREPAID PLAN – Must select and use a general dentist from the prepaid dental plan list for each covered family member. The network is a select number of dentists in CIGNA Dental HMO. Referrals to specialists are required. No Maximum benefit levels, except orthodontics. No deductibles. No charge for oral exams, routine semi-annual cleanings, most x-rays and fluoride treatments; however, an office visit copay will apply.

METLIFE DPPO PLAN – Use any dentist, but you receive maximum benefits when visiting an in-network MetLife DPPO provider – the network is PDP. Maximum benefit per calendar year, per person is \$1,500. Referrals to specialists are not required. Benefits for covered services paid at the lesser of the dentist charge or the scheduled amount. Some services require waiting periods of up to one year and limitations and exclusions apply. Lifetime benefit maximum of \$1,250 for orthodontia.

VISION INSURANCE

	Employee	+Child(ren)	+Spouse	+Spouse/Child(ren)
DAVIS VISION – BASIC PLAN	\$ 1.42	\$ 2.83	\$ 2.69	\$ 4.16
DAVIS VISION – EXPANDED PLAN	\$ 2.57	\$ 5.13	\$ 4.88	\$ 7.55

Both plans offer routine eye exam once every calendar year. Frames once every two calendar years. Choice of eyeglass lenses or contact lenses once every calendar year. Discount on LASIK/Refractive surgery.

BASIC PLAN – you pay a discounted rate or the plan pays a fixed-dollar allowance for services and materials. 30% discount off retail for an additional pair of eyeglasses, except at Walmart, Sam’s Club or Costco Locations.

EXPANDED PLAN – Provides services with a combination of copays, allowances and discounted rates. 40% discount off retail for an additional pair of eyeglasses, except at Walmart, Sam’s Club or Costco Locations.

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

RESOLUTION

A RESOLUTION TO EXTEND THE EMPLOYEE MEDICAL INSURANCE CONTRACT BETWEEN THE CITY OF OAK RIDGE AND THE STATE OF TENNESSEE LOCAL GOVERNMENT HEALTH INSURANCE PROGRAM AND TO ADD DENTAL, VISION, AND HEARING INSURANCE FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, IN AN AMOUNT NOT TO EXCEED \$4,800,000.00.

WHEREAS, it is appropriate for the City to ensure that its employees have affordable medical insurance coverage for themselves and their families; and

WHEREAS, by Resolution 9-148-98, City Council approved a contract with the State of Tennessee for the purchase of employee medical insurance, which contract has been annually extended; and

WHEREAS, the health insurance plan options/structure for Calendar Year 2020 have not changed, with employees and retirees still able to choose from four plans (Premier, Standard, Limited, and CDHP/HSA) from three provider networks (BlueCross BlueShield, CIGNA LocalPlus, and CIGNA Open Access); and

WHEREAS, by Resolution 4-24-2019, City Council authorized the City Manager to opt-in to the State's dental and vision (which includes coverage for hearing) insurance plan effective January 1, 2010; and

WHEREAS, the City of Oak Ridge has the option to extend said contract for Calendar Year 2020, which contract the City Manager recommends be extended and will include medical, dental, vision, and hearing insurance.

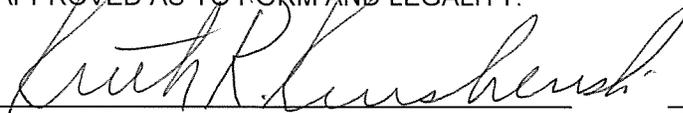
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the contract between the City of Oak Ridge and the State of Tennessee Local Government Health Insurance Program, Nashville, Tennessee, to provide employee medical insurance is hereby extended for Calendar Year 2020 (January 1, 2020 through December 31, 2020) in an amount not to exceed \$4,800,000.00; said insurance to also include the State's plans for dental, vision, and hearing.

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

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES

**LEGAL DEPARTMENT MEMORANDUM
19-22**

DATE: October 28, 2019
TO: Honorable Mayor and Members of City Council
FROM: Tammy M. Dunn, Senior Staff Attorney
Kenneth R. Krushenski, City Attorney
SUBJECT: AMENDMENT TO CITY CODE §3-406(A) TO INCREASE CITY COURT CLERK FEE

Introduction

An item for the agenda is an ordinance to delete amendment City Code §3-406(a) to increase the city court clerk fee from \$81.25 to \$86.25.

Background

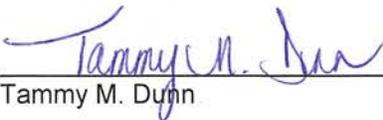
In 2011, City Code §3-406(a) was amended to increase the city court clerk fee from \$59.00 to \$81.25 to be more in line with other cities' court costs. The Honorable Robert A. McNees, III, City Judge, recently reviewed the City's current costs and has requested a \$5.00 increase in the city court clerk fee. Rather than implement the increase now, Judge McNees has requested an effective date of February 1, 2020. This delay will allow sufficient time for processing new Bill of Costs forms for City Court and will avoid impacting individuals during the holiday season.

For information purposes, the current Bill of Costs is as follows:

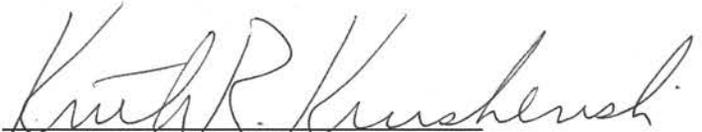
Clerk fee	\$81.25 – set by City Code
City litigation	\$13.75 – set by State law
State litigation	\$13.75 – set by State law ¹
E-citation fee	\$ 5.00 – set by City Code and State law ^{1,2}

Recommendation

Approval of the attached ordinance is recommended.



Tammy M. Dunn



Kenneth R. Krushenski

Attachment: Proposed Ordinance

City Manager's Comments:

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



Mark S. Watson

11/6/19
Date

¹ Applicable to guilty pleas/findings and failures to appear. Not applicable if case is dismissed (ex. upon completion of driver education course).

² Fee was adopted by the City through Ordinance 3-2015. It will sunset prior to the effective date of the proposed ordinance.

TITLE

AN ORDINANCE TO AMEND TITLE 3, TITLED "MUNICIPAL COURT," CHAPTER 4, TITLED "COURT ADMINISTRATION," SECTION 3-406, TITLED "COSTS ESTABLISHED," SUBSECTION (A), TITLED "CITY COURT CLERK FEE," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY INCREASING THE CITY COURT CLERK FEE TO EIGHTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$86.25).

WHEREAS, the City of Oak Ridge currently charges \$81.25 for the city court clerk fee; and

WHEREAS, the City has not raised the city court clerk fee since 2011; and

WHEREAS, the City desires to raise the city court clerk fee to \$86.25 to be more in line with the amount charged by other municipalities, with the new fee effective February 1, 2020.

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

Section 1. Title 3, titled, "Municipal Court," Chapter 4, titled "Court Administration," Section 3-406, titled "Costs established," Subsection (a), titled "City court clerk fee," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting the phrase eighty-one dollars and twenty-five cents (\$81.25) and substituting therefor the phrase "eighty-six dollars and twenty-five cents (\$86.25)" beginning February 1, 2020.

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

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

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

**FINAL ADOPTION
OF
ORDINANCES**

DEPARTMENT OF COMMUNITY DEVELOPMENT MEMORANDUM

19-64

DATE: September 23, 2019
TO: Mark S. Watson, City Manager *MSW*
THROUGH: Robin Smith, Police Chief; Wayne Blasius, Community Development Director *RS WB*
FROM: Matthew Widner, Community Development Specialist *MW*
SUBJECT: JUNK VEHICLE ORDINANCE

Introduction

The City of Oak Ridge Police and Community Development Departments have worked together to better address deficiencies in our current codes (Chapter 3 Section 13 of the Municipal Code) with respect to junk or abandoned vehicles. The attached proposed amendments to the City's Junk Vehicle Ordinance addresses the identified obstacles to effective enforcement of the code.

Funding

There are no additional funds required to enforce the provisions of this code.

Background/Analysis/Review/Consideration

Both the City of Oak Ridge Police and Community Development Departments are primarily responsible for enforcement of this code. Currently, the ordinance does not clearly identify what is considered to be an unlawful vehicle. The current ordinance also allows owners ten (10) days to remediate identified violations and does not grant authority to the City for removal from private property without the owner's permission.

The proposed, jointly-developed, amendments include the following: (1) Clearly defines what is considered an unlawful vehicle; (2) Reduces the time for compliance from ten days to seven days on private property; (3.) Reduces the time for compliance from ten days to three days for on-street parking violations and forty-eight hours on other public property; (4) Authorizes the City Police Department, Community Development/Code Department and Oak Ridge Fire Department to tow junk, inoperable and abandoned vehicles at the owner's expense; (5) Clarifies what constitutes obstructing and unsafe vehicles, allowing for immediate removal by the City; (6) Authorizes the City Administrative Hearing Officer to assign penalty for violations.

Proposed draft amendments are attached.

Recommendation

Staff recommends approval of the attached proposed ordinance which will greatly improve the effectiveness of reducing blighted conditions and improving quality of life in neighborhoods.

Attachment(s)

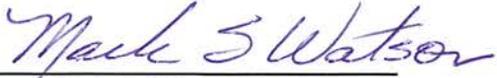
Proposed Junk Vehicle Ordinance (Title 13 Section 3 of the Municipal Code).



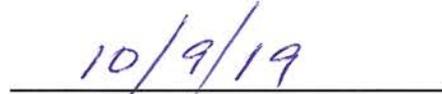
Matthew Widner

City Manager's Comments:

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



Mark S. Watson



Date

TITLE

AN ORDINANCE TO AMEND TITLE 13, TITLED "PROPERTY MAINTENANCE REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 3, TITLED "JUNKED VEHICLES," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW CHAPTER 3, TITLED "JUNKED VEHICLES," FOR THE PURPOSE OF UPDATING THE PROVISIONS.

WHEREAS, the Community Development and Police Departments are responsible for enforcement of the junked vehicle provisions in the City Code (Title 13, Chapter 3); and

WHEREAS, the City desires to amend the junked vehicle provisions to provide greater clarity, improve effectiveness of reducing blighted conditions, improve quality of life in neighborhoods, and enhance effective enforcement.

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

Section 1. Title 13, titled "Property Maintenance Regulations," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby deleting Chapter 3, titled "Junked Vehicles," in its entirety and substituting therefor a new Chapter 3, titled "Junked Vehicles," which new chapter shall read as follows:

**CHAPTER 3
JUNKED VEHICLES**

Section 13-301. Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings given herein:

- (1) "City Manager." "City Manager" shall mean the City Manager or the City Manager's duly authorized designee.
- (2) "Junked vehicle." Any motorized or non-motorized vehicle, including but not limited to campers, trailers, boats and semi-trailers, the condition of which is one or more of the following: wrecked; abandoned; discarded; in a state of disrepair; lacking vital component parts; economically impractical to restore to operating condition; poses a safety hazard; or declared a public nuisance.
- (3) "Inoperable, obsolete or in a state of disrepair." Any vehicle or device in, upon or by which a person or property may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and shall include, but not be limited to, motor vehicle, automobile, truck, trailer, motorcycle, tractor, buggy, wagon, camper, boat trailer or any combination thereof, which exhibits any one of the following characteristics is considered a public nuisance:
 - (A) Any vehicle or part of a vehicle with a broken windshield beyond minor crack(s) or any other broken glass that constitutes a safety hazard;
 - (B) Any vehicle or part of a vehicle with a broken or loose fender, door, bumper, hood, wheel, steering wheel, hood/trunk top or exhaust system;
 - (C) Any vehicle lacking an engine, one or more wheels or other structural parts which renders such vehicle unsafe to operate;

- (D) Any vehicle or part of a vehicle which is a habitat for rats, mice or snakes or any other vermin or insects;
 - (E) Any vehicle or part of a vehicle which, because of its defective or obsolete condition, constitutes a threat to the public health and safety;
 - (F) Any vehicle that is not capable of moving by its own intended power source in both forward and reverse directions;
 - (G) Any vehicle that is being used for excessive storage thereby causing unsafe operation or nuisance;
 - (H) Any vehicle that cannot be driven legally on public streets under city ordinance and/or state law.
- (4) "Abandoned Vehicle." A vehicle is classified as abandoned when the vehicle:
- (A) Is otherwise in good working condition left unattended on public property or right-of-way for more than fifteen (15) calendar days; or
 - (B) Has remained illegally placed on public property for a period of more than forty-eight (48) hours; or
 - (C) Has remained on private property without the consent of the owner or person in control of the property for forty-eight (48) hours or more.

Section 13-302. Declared public nuisance.

The location or presence of any junked, inoperable vehicle or otherwise in violation of other city ordinance(s) relating to parking on any street, roadway, right-of-way, lot, tract, or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, shall be deemed a public nuisance. It shall be unlawful for any person to cause or maintain such public nuisance on the property of another, or to suffer, permit or allow the same to be placed, located, and maintained or to exist upon his or her own real property.

Section 13-303. Correction Process.

- (1) Private Property. Whenever any declared public nuisance, junked or inoperable vehicle not deemed an imminent danger to property occupants or natural environment is found to be in violation of city ordinances, the City Manager shall issue a notice of violation to the vehicle owner or to the property occupant or owner which the vehicle is located to either remediate or remove such vehicle within seven (7) calendar days after service of such notice. It shall be unlawful for the owner or occupant of the premises, or owner of the vehicle to fail, neglect, or refuse to obey such notice with seven (7) calendar days after service of the same.
- (2) Public Property. Whenever any declared public nuisance, junked or inoperable vehicle located on a public right-of-way, sidewalk, roadway, on-street parking, or other public space is found to be in violation of city ordinances, the City Manager shall place a notice of violation on the vehicle to remediate or remove such vehicle within seventy-two (72) hours.

Section 13-304. Removal by the City.

- (1) Private Property. If the owner of the declared public nuisance, junk, inoperable or abandoned vehicle or owner of the property upon which such vehicle is located shall fail

to abate the nuisance as prescribed in this chapter, the City Manager shall abate such public nuisance by having said vehicle towed/impounded by whatever means necessary to abate the violation.

- (2) Public Property. If any declared public nuisance, junked or inoperable vehicle is located on a roadway or public right-of-way and has not been removed within seventy-two (72) hours of the notice, the City Manager shall abate such public nuisance by towing/impounding the vehicle. If any junked or inoperable vehicle is located on a roadway or public right-of-way causing a safety hazard, the City Manager may immediately remove said vehicle for safety purposes, the general welfare requiring it. Such impoundment and disposition shall not relieve any person from liability for penalty upon conviction for violating other provisions of this chapter, but is in addition to any other penalty.
- (3) Disposal of "Abandoned Motor Vehicles" as Defined by Statute. "Abandoned motor vehicles," as defined by Tennessee Code Annotated §55-16-103, shall be impounded and disposed of by the Police Department in accordance with the provisions of Tennessee Code Annotated §55-16-101 et seq.

Section 13-305. Right of Entry.

The City Manager, and the person, firm or corporation designated to abate violations pursuant to the City Code, are hereby authorized to access any property upon which a public nuisance, junk or inoperable vehicle is located for the purposes of carrying out any and all actions required by this chapter. The City's Community Development Department, Police Department, and Fire Department shall have the right to be shown that the suspect vehicle is capable of being operated under its own power in accordance with this chapter.

Section 13-306. Exemptions from Chapter.

This chapter, as well as the motor vehicle provisions contained in chapter 2 of this title, shall not apply to:

- (1) Any vehicle that is confined within a completely enclosed structure that is an approved structure within the zoning district it is located upon, such as a garage (not including carports).
- (2) Any vehicle in an appropriate storage place maintained in an officially designated place and manner by the City.
- (3) Any vehicle that is legally parked and stored in a clean and safe condition on private property, to include carports, and not used for salvage; unless said vehicle constitutes a hazard or otherwise is deemed a public nuisance.
- (4) Vehicles stored on private property by a member of the armed forces of the United States who is on active duty assignment and stored with the permission of the private property owner.

Section 13-307. Penalty for Violation.

Any person violating this chapter may be cited to City Court or to the City's Administrative Hearing Officer where fines and penalties not to exceed authorized limits may be imposed.

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

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 10/14/2019
Publication Date: 10/17/2019
Second Reading: _____
Publication Date: _____
Effective Date: _____

ELECTRIC DEPARTMENT MEMORANDUM

19-61

DATE: October 25, 2019
TO: Mark S. Watson, City Manager
THROUGH: Jack L. Suggs, Electric Director 
FROM: Lily I. Seabolt, Right of Way Specialist
SUBJECT: SUBSTITUTE ORDINANCE FOR PROPOSED TITLE 22: COMMUNICATIONS IN THE RIGHTS-OF-WAY

Consideration

On October 14, 2019, City Council heard the first reading of a new Title 22: Communications in the Rights-of-Way. During that meeting, Council raised concerns about specific provisions in the ordinance, and it has been revised to address those concerns.

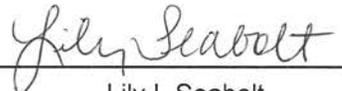
The changes include:

- Section 22-103 now addresses all applicable requirements for regulatory compliance, including but not limited to all Federal, State, and Local laws pertaining to deployment of communications in the right-of-way.
- Section 22-206, regarding restoration of streets, was deleted and moved to Section 22-106 to address restoration of streets for both buried facilities and small cell wireless facilities. Should any right-of-way damages affect the maintenance of stormwater systems, this section refers to existing ordinance, Section 14-508, to remediate effects causing the damages to be repaired.
- Sections in Chapter 1 were re-numbered to accommodate the insertion of Section 22-106 above. In Section 22-107, the ordinance now specifically addresses if a company damages something in the right-of-way that insurance will cover the damage caused by the company at fault.

Recommendation

Staff recommends that the Council adopt the substitute ordinance to address Council's concerns expressed during first reading.

Attachment: Substitute ordinance



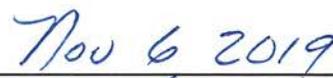
Lily I. Seabolt

City Manager's Comments:

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



Mark S. Watson



Date

SUBSTITUTE

ORDINANCE NO. _____

TITLE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED "COMMUNICATIONS IN THE RIGHTS-OF-WAY," FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018.

WHEREAS, the City desires to amend the City Code to regulate communications within the rights-of-way, which includes provisions for compliance with the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 (Tennessee Code Annotated §13-24-401 et seq.

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

Section 1. The Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by creating a new Title 22, titled "Communications," which new title shall read as follows:

TITLE 22
COMMUNICATIONS IN THE RIGHTS-OF-WAY

CHAPTER 1
GENERALLY

Section 22-101. Purpose.

The purpose of this chapter is to establish general requirements and procedures for permitting the installation of communications facilities in City rights-of-way.

Section 22-102. Definitions.

For the purpose of this title the following definitions shall apply, except where the context clearly indicates a different meaning:

"Aesthetic plan" means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the authority or designated area within the authority. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan.

"Applicant" means any person who submits an application.

"Application" means a written request submitted by an applicant to an authority.

"Authority" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"Authority-owned potential support structure," "Authority-owned PSS," or "City-owned PSS" means a PSS owned by the City in the rights-of-way, including (i) a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for traffic cameras or signage; and (ii) a pole or similar structure owned/leased by the City in the rights-of-way that supports only wireless facilities, but does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned, or government-owned. In Oak Ridge, utility poles, street light poles, and traffic signal poles are owned by the City, and are not mandated as PSS under state law.

"City" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"City Engineer" means the City Engineer, or the City Engineer's duly authorized designee.

"City Manager" means the City Manager, or the City Manager's duly authorized designee.

"Colocate," "colocating", and "colocation" mean, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS.

"Communications facility" means, collectively, the equipment at a fixed location or locations within the public right-of-way that enables Communications Services, including: (i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), Wireless Facilities, and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole/PSS, Tower, or Support Structure to which the equipment is attached.

"Communications service" means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service.

"Communications service provider" means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7-59-303, or a wireless provider.

"Emergency" means an unplanned event which requires immediate action to restore service to existing customers, or events which, unaddressed, represent a significant danger to persons or property.

"Fee" means a one-time, nonrecurring charge.

"Micro wireless facility" means a small wireless facility that:

- (a) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
- (b) The exterior antenna, if any, does not exceed eleven inches (11") in length.

"Permit" means a written authorization (in electronic or hard copy format) to install, at a specified location(s) in the public right-of-way, a communications facility, tower, or a pole to support a communication facility.

"Permittee" means an Applicant that has received a Permit under this title.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Potential support structure for a small wireless facility" or "PSS" means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to colocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this title.

"Rate" means a recurring charge.

"Residential neighborhood" means an area within a local authority's geographic boundary that is zoned or otherwise designated by the local authority for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas.

"Right-of-way" means the space, in, upon, above, along, across, and over property that has been designated for use as or is used for public roadways, streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, or similar purpose under the control of the authority, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the authority. Use of public utility easements is permitted only to the extent the authority has the ability to permit use of the area or utility easement for communications facilities or poles.

"Small wireless facility" means a wireless facility with:

- (a) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and
- (b) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision, "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services.

"Small wireless facility" includes a micro wireless facility.

"Wireline backhaul facility" means a communications facility used to transport communications services by wire from a wireless facility to a network.

"Wireless facility" means any staffed or unstaffed facility used for the transmission and/or reception of wireless communications or data transmission, usually consisting of an antenna or group of antennas, radio transceivers, coaxial or fiber-optic cable, regular and backup power supplies, transmission lines, ancillary appurtenances, and equipment enclosures. The following structures or combinations of structures are considered to be wireless communications facilities: antenna-supporting structures (including replacements and broadcast), colocated antennas, roof-mounted structures, surface-mounted antennas, and stealth wireless communications facilities, but not including amateur radio facilities.

"Wireless facility" does not include:

- (a) The structure or improvements on, under, or within which the equipment is colocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

"Wireless facility" includes small wireless facilities.

"Wireless provider" means a person who provides wireless service.

"Wireless services" means any service using licensed or unlicensed spectrum, including the use of WiFi, whether at a fixed location or mobile, provided to the public.

Section 22-103. Permit required.

- (1) Permit Required. It shall be unlawful for any person, firm, corporation, association or others, to construct any new communications facilities within the City rights-of-way, or to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing communication facilities without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other facilities may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City's Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.
- (2) Rules and Regulations. The City Manager from time to time will promulgate rules and regulations regarding work in the rights-of-way. Such rules and regulations may require that applicants provide bonds for projects of a given size and scope, operate vehicles that are clearly marked with the company's name and contact information and such other requirements as are beneficial to the City and within the scope of common practice and law. The applicant's certification of compliance with rules requiring maintenance of infrastructure deployed in right-of-way; rules requiring relocation or timely removal of infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the right-of-way. Applicants shall comply with all applicable federal, state, and local statutes, ordinances, rules, regulations, and policies.

Section 22-104. Applications and renewals.

- (1) Permit Application. Applications for such permits shall be made to the City Manager, or such person as the City Manager may designate to receive such applications, and shall state thereon the location of the intended communications facilities, including small cell wireless antennas or excavation or tunnel, the person, firm, corporation, association, or others doing the actual installation, the name of the person, firm, corporation, association, or others for whom the work is being done, plans in as great as detail as is required by the City Engineer showing the exact location, type and scope of all work to be performed, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved by the City Manager.
- (2) Applications for Subsurface Structures. All applications for mains, conduits, manholes and other subsurface structures shall be accompanied by a construction plan and typical cross sections showing as nearly as possible the existing underground structures and the location of the proposed structure.
- (3) Copy of Permit at Work Site, Available for Inspection. A copy of the permit must be maintained at the work site at all times during construction. Upon request, it shall be available for inspection by the City.
- (4) Work Without Permit, Fees. A person who begins work within the right-of-way or performs any work so closely adjacent as to create a hazardous roadway condition, or to restrict pedestrian or vehicle flow within the right-of-way without having first received a permit and/or temporary traffic control permit, may be subject to additional fees. This shall not apply to emergency situations.

- (5) No City-Provided Existing Conduit for Use. The City does not provide existing conduit for telecommunications companies for use.
- (6) Renewal of Permit. A permittee desiring to renew a permit prior to the expiration of the permit shall file an application with the City for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the City Engineer.
 - (a) The City shall make a determination accepting or denying the renewal application in writing to the permittee.
 - (b) The City shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the permit, and this chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.

Section 22-105. Compliance with permitting requirements.

- (1) Duty to Provide Information. Within ten (10) days of a written request from the City, a permittee shall furnish the City with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the City in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee's obligations pursuant to this chapter.
- (2) No Substitute for Other Required Permissions. No permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.
- (3) No Waiver. The failure of the City to insist on timely performance or compliance by any permittee holding a permit shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that permittee or any other permittee holding such permit. The failure of the City to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.
- (4) Transitional provisions.
 - (a) Any wireless provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding permit pursuant to this chapter within ninety (90) days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain wireless facilities in the right-of-way until such permit becomes effective.

- (b) Any person that owns or operates any facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a permit, or other authorization required under other provisions of this chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any communications facilities installed in violation of this chapter or City ordinances or regulations.

Section 22-106. Restoration of Streets, Etc.

Any person, firm, corporation, association, or others making any installation of small cell wireless facilities or excavation or tunnel in or under any street, alley, sidewalks, public place, or City right-of-way in the City shall restore said street, alley, sidewalks, public place, or City right-of-way to its original condition promptly upon the completion of the work for which the installation, excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, public way, or City right-of-way, the City Manager shall give notice to the person, firm, corporation, association, or others that unless the installation, excavation or tunnel is refilled or restored properly within a specified reasonable period of time, the City will cause the work to be done and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the City will cause the work to be done and the total cost, including administrative costs shall be charged to the person, firm, corporation, association, or others who made the installation, excavation or tunnel. Should any right-of-way damages affect the maintenance of stormwater systems, the provisions of City Code §14-508 shall apply to remediate effects caused by the damages to be repaired.

Section 22-107. Insurance and Bonding Requirements.

- (1) Insurance. Each permittee shall, at all times during the entire term of the permit, maintain insurance, and require each contractor and subcontractor to maintain insurance, with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. Said insurance shall cover any and all damages to the City caused by the permittee or the permittee's contractor or subcontractors. The amounts of such coverage shall be not less than the following:
- (a) Workers' compensation and employer's liability insurance. Tennessee statutory requirements.
 - (b) Comprehensive general liability. Commercial general liability with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and including products, completed operations, contractual liability, independent contractor's protective liability, and personal injury liability protection. If such insurance contains a general aggregate limit, it shall apply separately to the work/location or be no less than \$2,000,000.00.
 - (c) Commercial automobile liability. Commercial automobile liability including all owned, non-owned, and hired vehicles with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for loading and unloading hazards.
 - (d) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

- (2) Additional Insured. The City, its officials, officers, employees, and volunteers shall be designated or endorsed as additional insureds on the insurance policies required by this section (except worker's compensation and employer's liability insurance) with respect to liability arising out of work or operations performed by or on behalf of the permittee under this title. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.
- (3) Contractors' and Subcontractors' Insurance. Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.
- (4) Bonds. Each permittee shall provide to the City a surety bond in the amount of \$500,000.00 to secure the permittee's performance of its obligations and adherence to all requirements.

Section 22-108. Indemnification.

Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the permittee's construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.

Section 22-109. As-built maps.

As the City controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the City to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a permittee shall submit to the City Engineer (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing communications facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the City Engineer. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having communications facilities in the right-of-way shall update such maps as required under this chapter upon written request by the City.

Section 22-110. Inspection of work.

With just and reasonable cause, the City shall have the right to inspect all of the communications facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

Section 22-111. Proprietary information.

If a person considers information it is obligated to provide to the City under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City's notice, then the City may disclose the information without further written notice to the person.

Section 22-112. Rights of the City.

- (1) Policies and Procedures. The City Manager is authorized to establish such written policies and procedures consistent with this chapter as reasonably deemed necessary for the implementation of this chapter.
- (2) Police Powers. The City, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.
- (3) Severability. If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

CHAPTER 2
RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS

Section 22-201. Purpose and Scope.

This chapter seeks to address concerns related to right-of-way buried facilities within the City. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-202. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

"Curb" means that construction parallel to and adjoining the edge of the paving or roadway surface of the street definitely marking the limits of that portion of the street to be used by vehicular traffic.

"Driveway" means that portion of the street lying between the curblines of the street and the property line of the street used for ingress and egress to property adjoining a street, by vehicles.

"Excavation" means the digging of any ditch, drain, trench, hole, or similar activity; whether permanent or temporary.

"Obstruction" means any structure, embankment, device, item or thing placed or existing within the right-of-way of the City government which hinders, impedes or affects the flow of traffic, whether such obstruction is permanent or temporary.

"Sidewalk" means that portion of the street generally reserved for pedestrians' use. Unless otherwise permitted, it shall be laid so that the property side of the walk shall be parallel to and identical with the property line of the street.

"Specification" means the standard specifications and plans for construction procedures and materials on file in the office of the City Engineer, and their subsequent revisions.

"Street" means all public thoroughfares within the corporate limits of the City, such as alleys, avenues, highways, boulevards, streets and the like, and shall include all that portion of the public way from property line to property line dedicated to the public use, and includes sidewalks, driveways, grass plots, curbs and that portion of the street used by vehicles.

Section 22-203. Permit Required.

It shall be unlawful for any person, firm, corporation, association or others, to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing telecommunication facilities without having first obtained a right-of-way use permit as herein required, and without complying with the provisions of this chapter. Such permit shall specifically state the method of excavation, none of which will include open trenching of roadways unless specifically approved by the City Engineer. It shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City's Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.

Section 22-204. Fees.

The fee for a permit to excavate in, or across streets, roads, allies, sidewalks, or other public ways within the City, shall be established by the City Manager and published in accordance with City Policy, and shall cover the administrative costs of review and inspection by the City. If in the opinion of the City Engineer, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any re-inspection of the same work is required, then a fee as specified, per re-inspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work per shall continue without first paying the re-inspection fee.

Section 22-205. Manner of Excavating—Barricades and Lights—Temporary Sidewalks.

Any person, firm, corporation, association, or others making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, and/or flagman, shall be maintained to protect persons and property from injury by or because of the excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Section 22-206. Time Limits.

Each application for a right-of-way use permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or pavement, or until the refill is made ready for the pavement to be put on by the City if the City restores such surface pavement. It is a violation of the permit to fail to comply with this time limitation unless permission for an extension of time is granted by the City Manager.

Section 22-207. Supervision.

All excavations and other construction must be inspected the City Engineer. Notice must be given before any work commences except in case of emergency. In the case of an emergency, notice must be given as soon as practical.

CHAPTER 3
SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Section 22-301. Purpose and Scope.

- (1) Purpose. In accordance with Tennessee Code Annotated § 13-24-401 et seq., known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City's rights-of-way and to the City as a whole.
- (2) Scope. In enacting this chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (a) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (b) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (c) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (d) Protect against environmental damage, including damage to trees;
 - (e) Preserve the character of the neighborhoods in which facilities are installed; and
 - (f) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.
- (3) Conflicts. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-302. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

"Administrative review" means review of an Application by the Authority relating to the review of issuance of a Permit, including review by the appropriate City's Administration, Public Works Department staff, Electric Department staff, and Community Development staff to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

"Ancillary appurtenances" means equipment associated with a wireless communications facility including, but not limited to: antennas, attaching devices, transmission lines, and all other equipment mounted on or associated with a wireless communications facility. Ancillary appurtenances do not include equipment enclosures.

"Antenna" means any apparatus, or group of apparatus, designed for the transmitting and/or receiving of electromagnetic waves that includes, but is not limited to, telephonic, radio or television communications. An "antenna" includes any omni-directional (whip) antenna, sectorized (panel) antenna, microwave dish antenna, multi or single bay (FM & TV) antenna, yagi antenna, or parabolic (dish) antenna. An "antenna" does not include a satellite earth station.

"Applicable codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

"Batch application" means applications for multiple facilities submitted simultaneously by a single Provider.

"Decorative pole" means a Pole that is specially designed and placed for aesthetic purposes.

"Discretionary review" means review of an Application by the Authority relating to the review and issuance of a Permit that is other than an Administrative Review.

"Eligible facilities request" means any request for modification of an existing wireless tower that involves:

- (a) Colocation of new transmission equipment;
- (b) Removal of transmission equipment; or
- (c) Replacement of transmission equipment that does not substantially change the physical dimensions of such tower or base station.

"Equipment enclosure" means an enclosed structure, cabinet, or shelter used to contain radio or other equipment necessary for the transmission or reception of wireless communications signals, but not primarily to store equipment or to use as habitable space.

"Height" means the height of a wireless communications facility, measured as the vertical distance from the base to the highest point of the wireless communications facility. Height includes all antennas and any other ancillary appurtenances.

"Ordinary maintenance and repair" means inspections, testing, and/or repair that maintain functional capacity, aesthetic, and structural integrity of a Communications Facility and/or the associated Support Structure or Pole/PSS that does not require blocking, damaging, or disturbing any portion of the public right-of-way.

"Provider" means any person who owns, leases, operates, installs, purchases capacity in or maintains any network or equipment within the City of Oak Ridge for Communications Services containing communication cables, wires, lines, towers, wave guides, fiber, microwave, laser beams or conduit and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing, by audio, video or other forms of electronic signals to or from subscribers or locations within the City of Oak Ridge, (hereinafter collectively referred to as "Provider's System" or "System") in, on, under or over the public rights-of-way of the City of Oak Ridge, or its successors, assigns, or transferees.

"Public utility" means any person, firm, corporation, municipal department or board duly authorized to furnish and furnishing under state or municipal regulations, to the public, electricity, gas, steam, communication, telegraph, transportation, or water; but this definition shall not include persons, firms or corporations, which, by reasons incidental to the intended uses of any generation device, sells or causes energy to be transferred to any grid of a public utility as herein defined.

"Public utility easement" means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public utility easement does not include an easement dedicated solely for Authority use or where the proposed use by the Provider is inconsistent with the terms of any easement granted to the Authority.

"Replace" or "replacement" means, in connection with an existing Pole, Support Structure, to replace (or the replacement of) same with a new structure, substantially similar in design, size, and scale to the existing structure and in conformance with this chapter and any other applicable

Authority code, in order to address limitations of the existing structure to structurally support Colocation of a Communications Facility.

"Staff" means employees of the City of Oak Ridge, Tennessee, responsible for the administration of requests associated with this ordinance.

"Stealth" means Systems, components and materials used in the construction of a wireless communications facility that mask, camouflage, or conceal the wireless communications facility to make it less visually intrusive to the surrounding property. "Stealth" includes construction techniques that disguise the wireless communications facility so that it appears as another natural or artificial object that exists in the surrounding environment or which is architecturally integrated into a building or other structure. They may include, but is not limited to, architecturally screened roof mounted antennae, facade-mounted antenna as design features, clock towers, flagpoles, church towers, or "tree" poles (e.g., monopines).

"Tower" means any vertical structure which is designed and constructed primarily for the purpose of supporting one or more antennae, including self-supporting lattice towers, or monopole towers. This general term includes radio, television, microwave, common carrier, PCS, analog, digital, cellular telephone, alternative tower structures, paging, and the like.

Section 22-303. Permitted Use; Application and Fees.

- (1) Permitted use. Colocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or new PSS for the colocation of a small wireless facility in the right-of-way shall be a permitted use, subject to the restrictions in this title, including conformity with all standards including the City's aesthetic plan.
- (2) Permit required. No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first filing an Application and obtaining a Permit from the City. Any permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.
- (3) Permit applications. All applications for permits filed pursuant to this chapter shall be submitted to the City. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Information marked proprietary will be handled in compliance with Chapter 1 of this Title.
- (4) Application requirements. The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - (a) The applicant's name, address, telephone number, and e-mail address;
 - (b) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;
 - (c) A site drawing for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including but not limited to the requirements of the Manual on Uniform Traffic Control Devices;
 - (d) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;

- (e) Identification of any third party upon whose PSS the applicant intends to colocate and certification by the applicant that it has obtained approval from the third party;
 - (f) The applicant's identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner that such person agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable right-of-way requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;
 - (g) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer with a Tennessee license; and
 - (h) A statement that all wireless facilities shall comply with all applicable codes.
- (5) City Response Timeframe. The City responds to the applications for permit per the timelines prescribed in Tennessee Code Annotated, § 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of Tennessee Code Annotated, § 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in Tennessee Code Annotated § 13-24-409(b)(7)(F)(i) for high-volume applicants.
- (6) Deployment Timeframe. An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection, then the City may require that the applicant complete a new application and pay an application fee.
- (7) Multiple Applications at Same Location. If the City receives multiple applications seeking to deploy or colocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "same location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSSs within fifty (50) feet of each other.
- (8) Bridges and Overpasses. If the applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the applicant's construction is complete, the applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the applicant shall provide notice of the evidence to the safety contact.
- (9) Amendments. Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.

- (10) Fees. Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by the maximum fee established by Tennessee Code Annotated § 13-24-407 as may be amended from time to time.

Section 22-304. Facilities in the Right-of-Way; Maximum Height; Other Requirements.

- (1) Aesthetic Plan. Applicants shall follow the City's aesthetic plan. Unless otherwise determined by City staff, in an attempt to blend into the built environment, all small wireless facilities, new or modified utility poles, PSSes for the colocation of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:
- (a) Colocation is recommended, when possible. Should the wireless provider not be able to colocate, the wireless provider shall provide justification in the application.
 - (b) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSes shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed sixteen (16) inches in diameter. The City reserves the right to require a street light on the utility pole.
 - (c) When an applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the applicant must deploy the facility in the right-of-way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.
 - (d) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community.
- (2) No Colocation on Mast Arms Routinely Removed. Unless otherwise determined by City staff, an applicant shall not colocate on City-owned PSSes which have mast arms routinely removed to accommodate frequent events.
- (3) Replacing a PSS. City-owned PSS may be replaced for the colocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.
- (a) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to Tennessee Code Annotated, § 13-24-408(g).
 - (b) The City reserves the right to require a street light to meet City specifications.
- (4) Maximum Height. A new PSS installed or an existing PSS replaced in the right-of-way shall not exceed the greater of:
- (a) Ten (10) feet in height above the tallest existing PSS in place that is located within 500 feet of the new PSS in the right-of-way and, in residential neighborhoods, the tallest existing PSS that is located within 500 feet of the new PSS and is also located within the same residential neighborhood as the new PSS in the right-of-way;
 - (b) Fifty (50) feet above ground level; or

- (c) For a PSS installed in a residential neighborhood, forty (40) feet above ground level.
- (5) **Maximum Height for Small Wireless Facilities.** Small wireless facilities shall not extend:
 - (a) More than ten (10) feet above an existing PSS in place as of the effective date of this part; or
 - (b) On a new PSS, ten (10) feet above the height permitted for a new PSS under this section.
- (6) **Construction in Right-of-Way.** All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, the National Electrical Safety Code, and all others that may apply.
- (7) **City Approval.** Unless otherwise provided in this chapter, City approval shall be required for:
 - (a) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections above.
 - (b) New utility poles or PSSes shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSes exist at the time of application without prior approval by the City.
- (8) **Additional Criteria.** From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for thirty (30) days and compiled into the City's aesthetic plan. In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

Section 22-305. Effect of permit.

- (1) **No Property Right Created.** A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (2) **Duration.** No permit issued under this chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the permit expires.
- (3) **Termination.** In all other circumstances, the permit expires in twelve (12) months.

Section 22-306. Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the Right-of-Way.

- (1) **Notice.** Within ninety (90) days following written notice from the City, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.

- (2) Maintenance. With respect to each wireless facility installed pursuant to a permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the right-of-way. If required by the City, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the right-of-way. However, no excavation or work of any kind may be performed without a right-of-way use permit, except in the event of an emergency. In the event of an emergency, permittee shall attempt to provide advance written or oral notice to the City Engineer.
- (3) Removal. If the permittee removes any wireless facilities, it shall notify the City of such change within sixty (60) days.
- (4) Damage. A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (5) Emergency Removal/Relocation by City. The City retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless provider's sole cost. Should the wireless facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.
- (6) Abandonment. Upon abandonment of a small wireless facility within the rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small wireless facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.
- (7) Failure to Remove. Failure to remove wireless facilities pursuant to this chapter will result in no future permits being granted.

Section 22-307. Attachment to City-Owned/Leased Utility Poles and New Utility Poles Installed Within the Public Right-of-Way or City-Owned/Leased Property.

- (1) Annual Rate for Attachment to City-Owned/Leased Pole. The rate to place a small wireless facility on a City-owned or leased pole in the right-of-way shall be in the maximum amount established by State Law. All equipment owned by a single permittee attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the City for that initial year's use of the PSS. This rate will be due January 1 of each year of the permit.

- (2) Annual Rate for New Pole on City-Owned/Leased Property. A wireless provider authorized to place a new utility pole within public right-of-way or on City-owned or leased property shall pay to the City for use of the right-of-way or property in the maximum amount established by State law. This rate will be due January 1 of each year of the permit.
- (3) Make-Ready Work Necessary for Support. For City-owned or leased utility poles in the rights-of-way, the City shall negotiate in good faith with the applicant for any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, and the applicant shall be responsible for payment for said work.

Section 22-308. Remedies; Violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

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

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

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

ELECTRIC DEPARTMENT MEMORANDUM

19-58

DATE: September 26, 2019
TO: Mark S. Watson, City Manager 
THROUGH: Jack L. Suggs, Electric Director 
FROM: Lily I. Seabolt, Right of Way Specialist
SUBJECT: CITY CODE AMENDMENT – CREATION OF A NEW (TITLE 22) TO ADDRESS COMMUNICATIONS IN THE RIGHTS-OF-WAY

Introduction

An item for City Council's consideration is the adoption of an ordinance to regulate telecommunications in public rights-of-way.

Funding

Reviewing permit requests for telecommunications in the City rights-of-way will require valuable time and resources. The City enacted a fee schedule for review of these requests that intends to be self-supporting.

Background

In 2018, the State of Tennessee authorized the "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," which was enacted as Public Chapter 819. This act created a framework by which wireless providers would be able to deploy small wireless facilities, also known as small cells, throughout the state. Small cells generally serve to increase telecommunications companies' capacity within a localized area.

The state law is broad in allowing telecommunications companies to deploy their facilities in various locations, and the City is limited in what it can include in its Code. The purpose of adopting this new Title is to establish general provisions regulating the use of City rights-of-way by telecommunications companies in compliance with state statute. In addition, the new Title seeks to formalize the City's current processes for permitting buried underground facilities, as well as to establish a new process for permitting deployment of small cell wireless antennas. This new Title was developed by comparing existing ordinances in neighboring Tennessee cities, as well as consulting with the Municipal Technical Advisory Service.

The statute provides that small cells may be deployed on "Potential Support Structures," with the City's approval. Per the new law, small cells may be collocated to an existing pole, incorporated into the design of a new pole that replaces an existing pole, or installed on a new pole in a location where there is not currently a pole. While state law allows the City to deny collocation onto utility poles, the City of Oak Ridge would best be served by working with telecommunications companies to minimize clutter in public rights-of-way by allowing collocation of small cell antennas where practical. In addition to the aforementioned purposes, Title 22 sets the maximum fees for use allowed by state law.

The ordinance refers to a City design aesthetic plan, which is a separate document that will be presented during the second reading of this ordinance. The design aesthetic plan is currently in the process of being written and will be approved by the City Manager. The plan addresses concerns related to site selection of small cells as well as the design standards that Oak Ridge seeks to employ. The City has contracted

with Tish Spalding of SEsite, LLC, who has written both Nashville and Knoxville's small cell aesthetic plans, to develop a plan for Oak Ridge.

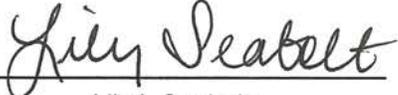
Small cell wireless facilities are widespread in larger cities throughout the United States. While the new state statute grants significant and broad access to public rights-of-way, adopting this new Title will provide guidance to the telecommunications companies that aim to serve the citizens of Oak Ridge.

Recommendation

Approval of the attached ordinance is recommended.

Attachment(s)

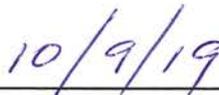
Proposed Ordinance


Lily I. Seabolt

City Manager's Comments:

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


Mark S. Watson


Date

TITLE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED "COMMUNICATIONS IN THE RIGHTS-OF-WAY," FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018.

WHEREAS, the City desires to amend the City Code to regulate communications within the rights-of-way, which includes provisions for compliance with the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 (Tennessee Code Annotated §13-24-401 et seq.

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

Section 1. The Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by creating a new Title 22, titled "Communications," which new title shall read as follows:

TITLE 22
COMMUNICATIONS IN THE RIGHTS-OF-WAY

CHAPTER 1
GENERALLY

Section 22-101. Purpose.

The purpose of this chapter is to establish general requirements and procedures for permitting the installation of communications facilities in City rights-of-way.

Section 22-102. Definitions.

For the purpose of this title the following definitions shall apply, except where the context clearly indicates a different meaning:

"Aesthetic plan" means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the authority or designated area within the authority. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan.

"Applicant" means any person who submits an application.

"Application" means a written request submitted by an applicant to an authority.

"Authority" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"Authority-owned potential support structure," "Authority-owned PSS," or "City-owned PSS" means a PSS owned by the City in the rights-of-way, including (i) a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for traffic cameras or signage; and (ii) a pole or similar structure owned/leased by the City in the rights-of-way that supports only wireless facilities, but does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned, or government-owned. In Oak Ridge, utility poles, street light poles, and traffic signal poles are owned by the City, and are not mandated as PSS under state law.

"City" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"City Engineer" means the City Engineer, or the City Engineer's duly authorized designee.

"City Manager" means the City Manager, or the City Manager's duly authorized designee.

"Colocate," "colocating", and "colocation" mean, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS.

"Communications facility" means, collectively, the equipment at a fixed location or locations within the public right-of-way that enables Communications Services, including: (i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), Wireless Facilities, and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole/PSS, Tower, or Support Structure to which the equipment is attached.

"Communications service" means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service.

"Communications service provider" means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7-59-303, or a wireless provider.

"Emergency" means an unplanned event which requires immediate action to restore service to existing customers, or events which, unaddressed, represent a significant danger to persons or property.

"Fee" means a one-time, nonrecurring charge.

"Micro wireless facility" means a small wireless facility that:

- (a) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
- (b) The exterior antenna, if any, does not exceed eleven inches (11") in length.

"Permit" means a written authorization (in electronic or hard copy format) to install, at a specified location(s) in the public right-of-way, a communications facility, tower, or a pole to support a communication facility.

"Permittee" means an Applicant that has received a Permit under this title.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Potential support structure for a small wireless facility" or "PSS" means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to colocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this title.

"Rate" means a recurring charge.

"Residential neighborhood" means an area within a local authority's geographic boundary that is zoned or otherwise designated by the local authority for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas.

"Right-of-way" means the space, in, upon, above, along, across, and over property that has been designated for use as or is used for public roadways, streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, or similar purpose under the control of the authority, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the authority. Use of public utility easements is permitted only to the extent the authority has the ability to permit use of the area or utility easement for communications facilities or poles.

"Small wireless facility" means a wireless facility with:

- (a) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and
- (b) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision, "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services.

"Small wireless facility" includes a micro wireless facility.

"Wireline backhaul facility" means a communications facility used to transport communications services by wire from a wireless facility to a network.

"Wireless facility" means any staffed or unstaffed facility used for the transmission and/or reception of wireless communications or data transmission, usually consisting of an antenna or group of antennas, radio transceivers, coaxial or fiber-optic cable, regular and backup power supplies, transmission lines, ancillary appurtenances, and equipment enclosures. The following structures or combinations of structures are considered to be wireless communications facilities: antenna-supporting structures (including replacements and broadcast), colocated antennas, roof-mounted structures, surface-mounted antennas, and stealth wireless communications facilities, but not including amateur radio facilities.

"Wireless facility" does not include:

- (a) The structure or improvements on, under, or within which the equipment is colocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

"Wireless facility" includes small wireless facilities.

"Wireless provider" means a person who provides wireless service.

"Wireless services" means any service using licensed or unlicensed spectrum, including the use of WiFi, whether at a fixed location or mobile, provided to the public.

Section 22-103. Permit required.

- (1) Permit Required. It shall be unlawful for any person, firm, corporation, association or others, to construct any new communications facilities within the City rights-of-way, or to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing communication facilities without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other facilities may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City's Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.
- (2) Rules and Regulations. The City Manager from time to time will promulgate rules and regulations regarding work in the rights-of-way. Such rules and regulations may require that applicants provide bonds for projects of a given size and scope, operate vehicles that are clearly marked with the company's name and contact information and such other requirements as are beneficial to the City and within the scope of common practice and law. The applicant's certification of compliance with rules requiring maintenance of infrastructure deployed in right-of-way; rules requiring relocation or timely removal of infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the right-of-way.

Section 22-104. Applications and renewals.

- (1) Permit Application. Applications for such permits shall be made to the City Manager, or such person as the City Manager may designate to receive such applications, and shall state thereon the location of the intended communications facilities, including small cell wireless antennas or excavation or tunnel, the person, firm, corporation, association, or others doing the actual installation, the name of the person, firm, corporation, association, or others for whom the work is being done, plans in as great as detail as is required by the City Engineer showing the exact location, type and scope of all work to be performed, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved by the City Manager.
- (2) Applications for Subsurface Structures. All applications for mains, conduits, manholes and other subsurface structures shall be accompanied by a construction plan and typical cross sections showing as nearly as possible the existing underground structures and the location of the proposed structure.
- (3) Copy of Permit at Work Site, Available for Inspection. A copy of the permit must be maintained at the work site at all times during construction. Upon request, it shall be available for inspection by the City.
- (4) Work Without Permit, Fees. A person who begins work within the right-of-way or performs any work so closely adjacent as to create a hazardous roadway condition, or to restrict pedestrian or vehicle flow within the right-of-way without having first received a permit and/or temporary traffic control permit, may be subject to additional fees. This shall not apply to emergency situations.

- (5) No City-Provided Existing Conduit for Use. The City does not provide existing conduit for telecommunications companies for use.
- (6) Renewal of Permit. A permittee desiring to renew a permit prior to the expiration of the permit shall file an application with the City for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the City Engineer.
 - (a) The City shall make a determination accepting or denying the renewal application in writing to the permittee.
 - (b) The City shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the permit, and this chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.

Section 22-105. Compliance with permitting requirements.

- (1) Duty to Provide Information. Within ten (10) days of a written request from the City, a permittee shall furnish the City with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the City in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee's obligations pursuant to this chapter.
- (2) No Substitute for Other Required Permissions. No permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.
- (3) No Waiver. The failure of the City to insist on timely performance or compliance by any permittee holding a permit shall not constitute a waiver of the City's right to later insist on timely performance or compliance by that permittee or any other permittee holding such permit. The failure of the City to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.
- (4) Transitional provisions.
 - (a) Any wireless provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding permit pursuant to this chapter within ninety (90) days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain wireless facilities in the right-of-way until such permit becomes effective.

- (b) Any person that owns or operates any facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a permit, or other authorization required under other provisions of this chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any communications facilities installed in violation of this chapter or City ordinances or regulations.

Section 22-106. Insurance and Bonding Requirements.

- (1) Insurance. Each permittee shall, at all times during the entire term of the permit, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. The amounts of such coverage shall be not less than the following:
 - (a) Workers' compensation and employer's liability insurance. Tennessee statutory requirements.
 - (b) Comprehensive general liability. Commercial general liability with a limit of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and including products, completed operations, contractual liability, independent contractor's protective liability, and personal injury liability protection. If such insurance contains a general aggregate limit, it shall apply separately to the work/location or be no less than \$2,000,000.00.
 - (c) Commercial automobile liability. Commercial automobile liability including all owned, non-owned, and hired vehicles with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for loading and unloading hazards.
 - (d) Commercial excess or umbrella liability. Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.
- (2) Additional Insured. The City, its officials, officers, employees, and volunteers shall be designated or endorsed as additional insureds on the insurance policies required by this section (except worker's compensation and employer's liability insurance) with respect to liability arising out of work or operations performed by or on behalf of the permittee under this title. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.
- (3) Contractors' and Subcontractors' Insurance. Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.
- (4) Bonds. Each permittee shall provide to the City a surety bond in the amount of \$500,000.00 to secure the permittee's performance of its obligations and adherence to all requirements.

Section 22-107. Indemnification.

Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the permittee's construction, installation, operation, maintenance or removal of permittee's wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.

Section 22-108. As-built maps.

As the City controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the City to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a permittee shall submit to the City Engineer (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing communications facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the City Engineer. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having communications facilities in the right-of-way shall update such maps as required under this chapter upon written request by the City.

Section 22-109. Inspection of work.

With just and reasonable cause, the City shall have the right to inspect all of the communications facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

Section 22-110. Proprietary information.

If a person considers information it is obligated to provide to the City under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City's notice, then the City may disclose the information without further written notice to the person.

Section 22-111. Rights of the City.

- (1) Policies and Procedures. The City Manager is authorized to establish such written policies and procedures consistent with this chapter as reasonably deemed necessary for the implementation of this chapter.
- (2) Police Powers. The City, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.
- (3) Severability. If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

CHAPTER 2
RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS

Section 22-201. Purpose and Scope.

This chapter seeks to address concerns related to right-of-way buried facilities within the City. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-202. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

"Curb" means that construction parallel to and adjoining the edge of the paving or roadway surface of the street definitely marking the limits of that portion of the street to be used by vehicular traffic.

"Driveway" means that portion of the street lying between the curblines of the street and the property line of the street used for ingress and egress to property adjoining a street, by vehicles.

"Excavation" means the digging of any ditch, drain, trench, hole, or similar activity; whether permanent or temporary.

"Obstruction" means any structure, embankment, device, item or thing placed or existing within the right-of-way of the City government which hinders, impedes or affects the flow of traffic, whether such obstruction is permanent or temporary.

"Sidewalk" means that portion of the street generally reserved for pedestrians' use. Unless otherwise permitted, it shall be laid so that the property side of the walk shall be parallel to and identical with the property line of the street.

"Specification" means the standard specifications and plans for construction procedures and materials on file in the office of the City Engineer, and their subsequent revisions.

"Street" means all public thoroughfares within the corporate limits of the City, such as alleys, avenues, highways, boulevards, streets and the like, and shall include all that portion of the public way from property line to property line dedicated to the public use, and includes sidewalks, driveways, grass plots, curbs and that portion of the street used by vehicles.

Section 22-203. Permit Required.

It shall be unlawful for any person, firm, corporation, association or others, to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing telecommunication facilities without having first obtained a right-of-way use permit as herein required, and without complying with the provisions of this chapter.

Such permit shall specifically state the method of excavation, none of which will include open trenching of roadways unless specifically approved by the City Engineer. It shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City's Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.

Section 22-204. Fees.

The fee for a permit to excavate in, or across streets, roads, allies, sidewalks, or other public ways within the City, shall be established by the City Manager and published in accordance with City Policy, and shall cover the administrative costs of review and inspection by the City. If in the opinion of the City Engineer, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any re-inspection of the same work is required, then a fee as specified, per re-inspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work per shall continue without first paying the re-inspection fee.

Section 22-205. Manner of Excavating—Barricades and Lights—Temporary Sidewalks.

Any person, firm, corporation, association, or others making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, and/or flagman, shall be maintained to protect persons and property from injury by or because of the excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Section 22-206. Restoration of Streets, Etc.

Any person, firm, corporation, association, or others making any excavation or tunnel in or under any street, alley, sidewalks, public place, or City right-of-way in the City shall restore said street, alley, sidewalks, public place, or City right-of-way to its original condition promptly upon the completion of the work for which the excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, public way, or City right-of-way, the City Manager shall give notice to the person, firm, corporation, association, or others that unless the excavation or tunnel is refilled properly within a specified reasonable period of time, the City will cause the work to be done and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the City will cause the work to be done and the total cost, including administrative costs shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

Section 22-207. Time Limits.

Each application for a right-of-way use permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or pavement, or until the refill is made ready for the pavement to be put on by the City if the City restores such surface pavement. It is a violation of the permit to fail to comply with this time limitation unless permission for an extension of time is granted by the City Manager.

Section 22-208. Supervision.

All excavations and other construction must be inspected the City Engineer. Notice must be given before any work commences except in case of emergency. In the case of an emergency, notice must be given as soon as practical.

CHAPTER 3
SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Section 22-301. Purpose and Scope.

- (1) Purpose. In accordance with Tennessee Code Annotated § 13-24-401 et seq., known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City's rights-of-way and to the City as a whole.
- (2) Scope. In enacting this chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:
 - (a) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
 - (b) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
 - (c) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;
 - (d) Protect against environmental damage, including damage to trees;
 - (e) Preserve the character of the neighborhoods in which facilities are installed; and
 - (f) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.
- (3) Conflicts. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-302. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

"Administrative review" means review of an Application by the Authority relating to the review of issuance of a Permit, including review by the appropriate City's Administration, Public Works Department staff, Electric Department staff, and Community Development staff to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

"Ancillary appurtenances" means equipment associated with a wireless communications facility including, but not limited to: antennas, attaching devices, transmission lines, and all other equipment mounted on or associated with a wireless communications facility. Ancillary appurtenances do not include equipment enclosures.

"Antenna" means any apparatus, or group of apparatus, designed for the transmitting and/or receiving of electromagnetic waves that includes, but is not limited to, telephonic, radio or television communications. An "antenna" includes any omni-directional (whip) antenna, sectorized (panel) antenna, microwave dish antenna, multi or single bay (FM & TV) antenna, yagi antenna, or parabolic (dish) antenna. An "antenna" does not include a satellite earth station.

"Applicable codes" means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.

"Batch application" means applications for multiple facilities submitted simultaneously by a single Provider.

"Decorative pole" means a Pole that is specially designed and placed for aesthetic purposes.

"Discretionary review" means review of an Application by the Authority relating to the review and issuance of a Permit that is other than an Administrative Review.

"Eligible facilities request" means any request for modification of an existing wireless tower that involves:

- (a) Colocation of new transmission equipment;
- (b) Removal of transmission equipment; or
- (c) Replacement of transmission equipment that does not substantially Change the physical dimensions of such tower or base station.

"Equipment enclosure" means an enclosed structure, cabinet, or shelter used to contain radio or other equipment necessary for the transmission or reception of wireless communications signals, but not primarily to store equipment or to use as habitable space.

"Height" means the height of a wireless communications facility, measured as the vertical distance from the base to the highest point of the wireless communications facility. Height includes all antennas and any other ancillary appurtenances.

"Ordinary maintenance and repair" means inspections, testing, and/or repair that maintain functional capacity, aesthetic, and structural integrity of a Communications Facility and/or the associated Support Structure or Pole/PSS that does not require blocking, damaging, or disturbing any portion of the public right-of-way.

"Provider" means any person who owns, leases, operates, installs, purchases capacity in or maintains any network or equipment within the City of Oak Ridge for Communications Services containing communication cables, wires, lines, towers, wave guides, fiber, microwave, laser beams or conduit and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing, by audio, video or other forms of electronic signals to or from subscribers or locations within the City of Oak Ridge, (hereinafter collectively referred to as "Provider's System" or "System") in, on, under or over the public rights-of-way of the City of Oak Ridge, or its successors, assigns, or transferees.

"Public utility" means any person, firm, corporation, municipal department or board duly authorized to furnish and furnishing under state or municipal regulations, to the public, electricity, gas, steam, communication, telegraph, transportation, or water; but this definition shall not include persons, firms or corporations, which, by reasons incidental to the intended uses of any generation device, sells or causes energy to be transferred to any grid of a public utility as herein defined.

"Public utility easement" means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public utility easement does not include an easement dedicated solely for Authority use or where the proposed use by the Provider is inconsistent with the terms of any easement granted to the Authority.

"Replace" or "replacement" means, in connection with an existing Pole, Support Structure, to replace (or the replacement of) same with a new structure, substantially similar in design, size, and scale to the existing structure and in conformance with this chapter and any other applicable Authority code, in order to address limitations of the existing structure to structurally support Colocation of a Communications Facility.

"Staff" means employees of the City of Oak Ridge, Tennessee, responsible for the administration of requests associated with this ordinance.

"Stealth" means Systems, components and materials used in the construction of a wireless communications facility that mask, camouflage, or conceal the wireless communications facility to make it less visually intrusive to the surrounding property. "Stealth" includes construction techniques that disguise the wireless communications facility so that it appears as another natural or artificial object that exists in the surrounding environment or which is architecturally integrated into a building or other structure. They may include, but is not limited to, architecturally screened roof mounted antennae, facade-mounted antenna as design features, clock towers, flagpoles, church towers, or "tree" poles (e.g., monopines).

"Tower" means any vertical structure which is designed and constructed primarily for the purpose of supporting one or more antennae, including self-supporting lattice towers, or monopole towers. This general term includes radio, television, microwave, common carrier, PCS, analog, digital, cellular telephone, alternative tower structures, paging, and the like.

Section 22-303. Permitted Use; Application and Fees.

- (1) Permitted use. Colocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or new PSS for the colocation of a small wireless facility in the right-of-way shall be a permitted use, subject to the restrictions in this title, including conformity with all standards including the City's aesthetic plan.
- (2) Permit required. No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first filing an Application and obtaining a Permit from the City. Any permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.
- (3) Permit applications. All applications for permits filed pursuant to this chapter shall be submitted to the City. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Information marked proprietary will be handled in compliance with Chapter 1 of this Title.
- (4) Application requirements. The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:
 - (a) The applicant's name, address, telephone number, and e-mail address;
 - (b) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;
 - (c) A site drawing for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including but not limited to the requirements of the Manual on Uniform Traffic Control Devices;
 - (d) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;
 - (e) Identification of any third party upon whose PSS the applicant intends to collocate and certification by the applicant that it has obtained approval from the third party;
 - (f) The applicant's identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner

that such person agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable right-of-way requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;

- (g) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer with a Tennessee license; and
 - (h) A statement that all wireless facilities shall comply with all applicable codes.
- (5) City Response Timeframe. The City responds to the applications for permit per the timelines prescribed in Tennessee Code Annotated, § 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of Tennessee Code Annotated, § 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in Tennessee Code Annotated § 13-24-409(b)(7)(F)(i) for high-volume applicants.
 - (6) Deployment Timeframe. An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection, then the City may require that the applicant complete a new application and pay an application fee.
 - (7) Multiple Applications at Same Location. If the City receives multiple applications seeking to deploy or colocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "same location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSSs within fifty (50) feet of each other.
 - (8) Bridges and Overpasses. If the applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the applicant's construction is complete, the applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the applicant shall provide notice of the evidence to the safety contact.
 - (9) Amendments. Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.
 - (10) Fees. Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by the maximum fee established by Tennessee Code Annotated § 13-24-407 as may be amended from time to time.

Section 22-304. Facilities in the Right-of-Way; Maximum Height; Other Requirements.

- (1) Aesthetic Plan. Applicants shall follow the City's aesthetic plan. Unless otherwise determined by City staff, in an attempt to blend into the built environment, all small

wireless facilities, new or modified utility poles, PSSes for the colocation of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:

- (a) Colocation is recommended, when possible. Should the wireless provider not be able to collocate, the wireless provider shall provide justification in the application.
 - (b) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSes shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed sixteen (16) inches in diameter. The City reserves the right to require a street light on the utility pole.
 - (c) When an applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the applicant must deploy the facility in the right-of-way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.
 - (d) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community.
- (2) No Colocation on Mast Arms Routinely Removed. Unless otherwise determined by City staff, an applicant shall not collocate on City-owned PSSes which have mast arms routinely removed to accommodate frequent events.
- (3) Replacing a PSS. City-owned PSS may be replaced for the colocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.
- (a) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to Tennessee Code Annotated, § 13-24-408(g).
 - (b) The City reserves the right to require a street light to meet City specifications.
- (4) Maximum Height. A new PSS installed or an existing PSS replaced in the right-of-way shall not exceed the greater of:
- (a) Ten (10) feet in height above the tallest existing PSS in place that is located within 500 feet of the new PSS in the right-of-way and, in residential neighborhoods, the tallest existing PSS that is located within 500 feet of the new PSS and is also located within the same residential neighborhood as the new PSS in the right-of-way;
 - (b) Fifty (50) feet above ground level; or
 - (c) For a PSS installed in a residential neighborhood, forty (40) feet above ground level.
- (5) Maximum Height for Small Wireless Facilities. Small wireless facilities shall not extend:
- (a) More than ten (10) feet above an existing PSS in place as of the effective date of this part; or

- (b) On a new PSS, ten (10) feet above the height permitted for a new PSS under this section.
- (6) Construction in Right-of-Way. All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, the National Electrical Safety Code, and all others that may apply.
- (7) City Approval. Unless otherwise provided in this chapter, City approval shall be required for:
 - (a) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections above.
 - (b) New utility poles or PSSes shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSes exist at the time of application without prior approval by the City.
- (8) Additional Criteria. From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for thirty (30) days and compiled into the City's aesthetic plan. In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

Section 22-305. Effect of permit.

- (1) No Property Right Created. A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.
- (2) Duration. No permit issued under this chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the permit expires.
- (3) Termination. In all other circumstances, the permit expires in twelve (12) months.

Section 22-306. Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the Right-of-Way.

- (1) Notice. Within ninety (90) days following written notice from the City, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.
- (2) Maintenance. With respect to each wireless facility installed pursuant to a permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the right-of-way. If required by the City, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the

right-of-way. However, no excavation or work of any kind may be performed without a right-of-way use permit, except in the event of an emergency. In the event of an emergency, permittee shall attempt to provide advance written or oral notice to the City Engineer.

- (3) Removal. If the permittee removes any wireless facilities, it shall notify the City of such change within sixty (60) days.
- (4) Damage. A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.
- (5) Emergency Removal/Relocation by City. The City retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless provider's sole cost. Should the wireless facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.
- (6) Abandonment. Upon abandonment of a small wireless facility within the rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small wireless facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be collocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.
- (7) Failure to Remove. Failure to remove wireless facilities pursuant to this chapter will result in no future permits being granted.

Section 22-307. Attachment to City-Owned/Leased Utility Poles and New Utility Poles Installed Within the Public Right-of-Way or City-Owned/Leased Property.

- (1) Annual Rate for Attachment to City-Owned/Leased Pole. The rate to place a small wireless facility on a City-owned or leased pole in the right-of-way shall be in the maximum amount established by State Law. All equipment owned by a single permittee attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the City for that initial year's use of the PSS. This rate will be due January 1 of each year of the permit.
- (2) Annual Rate for New Pole on City-Owned/Leased Property. A wireless provider authorized to place a new utility pole within public right-of-way or on City-owned or leased property shall pay to the City for use of the right-of-way or property in the maximum amount established by State law. This rate will be due January 1 of each year of the permit.
- (3) Make-Ready Work Necessary for Support. For City-owned or leased utility poles in the rights-of-way, the City shall negotiate in good faith with the applicant for any make-ready

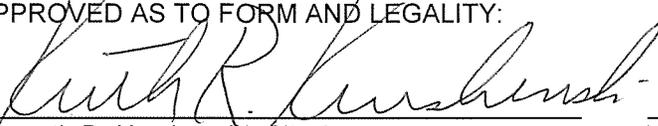
work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, and the applicant shall be responsible for payment for said work.

Section 22-308. Remedies; Violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

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

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 10/14/2019
Publication Date: 10/17/2019
Second Reading: _____
Publication Date: _____
Effective Date: _____

RESOLUTIONS

ELECTRIC DEPARTMENT MEMORANDUM

19-62

DATE: October 25, 2019
TO: Mark S. Watson, City Manager
THROUGH: Jack L. Suggs, Electric Director 
FROM: Lily I. Seabolt, Right of Way Specialist
SUBJECT: RESOLUTION TO ADOPT THE AESTHETIC PLAN FOR SMALL CELL WIRELESS INFRASTRUCTURE DEPLOYMENT IN THE RIGHT-OF-WAY

Introduction

An item for City Council's consideration is a resolution to adopt the Aesthetic Plan for Small Cell Wireless Infrastructure Deployment in the Public Right-of-Way.

Consideration

City Council recently approved the first reading of an ordinance regulating communications in the City's public right-of-way. The ordinance refers to the adoption of a design aesthetic plan for small cell wireless antennas. While the City is limited in its authority to regulate the actual deployment of these facilities, State Law does allow for the adoption of an aesthetic plan to set certain design standards for small cell antennas in the City right-of-way.

Under the City Manager's contract authority, the City entered into a contract with Tish Spalding of SESite, LLC to write the proposed aesthetic plan. Ms. Spalding has written aesthetic plans for small cell wireless antenna deployment for both the City of Nashville and the City of Knoxville. As part of her plan, Ms. Spalding spent time in the Oak Ridge, photographing infrastructure and reviewing the City Code to incorporate unique elements that specifically pertain to the City of Oak Ridge.

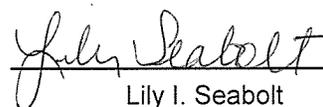
Without the implementation of an aesthetic plan, the City has very little authority to control how small cell wireless antennas will look or where they will be located. The adoption of this plan enables the City to exercise maximum control afforded to it within the parameters of State Law. The aesthetic plan is intended to be a living document that will adapt to changing circumstances as technology evolves.

This enforcement of the plan is authorized and required by the final adoption of the ordinance for Title 22: Communications in the Rights-of-Way.

Recommendation

Approval of the attached resolution is recommended.

Attachment: City of Oak Ridge Small Cell Design Aesthetic Plan


Lily I. Seabolt

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 THE AESTHETIC PLAN FOR SMALL CELL WIRELESS INFRASTRUCTURE DEPLOYMENT IN THE PUBLIC RIGHT-OF-WAY.

WHEREAS, City Code Title 22, Communications in the Rights-of-Way, is a new title adopted by City Council which title includes provisions for compliance with the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 (Tennessee Code Annotated §13-24-401 et seq.); and

WHEREAS, said title refers to the adoption of a design aesthetic plan establishing general applicable aesthetic requirements to require small cell wireless antennas to conform as much as possible to the look and aesthetic qualities of the surrounding poles; and

WHEREAS, without the implementation of an aesthetic plan, the City has very little authority to control how small cell wireless antennas will look; and

WHEREAS, under the City Manager's contract authority, SEsite, LLC, Hendersonville, Tennessee, has developed a plan for the City of Oak Ridge incorporating unique elements to Oak Ridge as well as enabling the City to exercise maximum control afforded to it within the parameters of state law; and

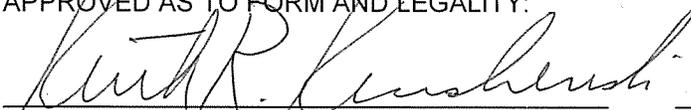
WHEREAS, the City Manager recommends approval of the attached Aesthetic Plan.

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

That the recommendation of the City Manager is approved and the attached Aesthetic Plan for Small Cell Wireless Infrastructure Deployment in the Public Right-of-Way is hereby approved and adopted for use by the City.

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk



Aesthetic Plan for Small Cell Wireless Infrastructure Deployment in the Right-of-Way



November 2019

Section 1. Purpose and Goals

Tennessee Code Annotated Section 13-24-411(2) of the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 (“Act”), allows for municipalities to adopt non-discriminatory aesthetic plans that are generally applicable to all entities entitled to install in the Public Right-of-Way (“PROW” or “Public ROW”). The following is the text of § 13-24-411(2):

“An Authority might require an applicant to...Follow an aesthetic plan established by the authority for a defined area, neighborhood, or zone by complying with generally applicable and nondiscriminatory standards on all entities entitled to deploy infrastructure in a ROW, except that an authority shall not apply standards in a manner that precludes all deployment of small wireless facilities or precludes deployment of small wireless facilities as a permitted use pursuant to zoning requirements and an Authority shall provide detailed explanation of any denial based on the failure of the design to conform to the aesthetic plan.”

Accordingly, this Aesthetic Plan applies to all entities that are entitled to deploy infrastructure in the Public ROW, including, but not limited to, Utilities and Wireless or Wireline Communication Facilities in the Public ROW.

Part 1. Purpose

- A. The purpose of this Aesthetic Plan is to establish general nondiscriminatory aesthetic standards for Utilities and Wireless and Wireline Telecommunication Facility providers in the Public ROW within the City of Oak Ridge’s boundaries.
- B. This Aesthetic Plan takes into account available technology, products, and objectives of those using the Public ROW. In addition to the aesthetic standards set forth in this plan, Applicants must follow all applicable local, state, and federal laws and regulations.

Part 2. Goals

- A. Preserve the Aesthetic character of neighborhoods, corridors, and districts.
- B. Preserve the Public ROW to ensure unimpeded vehicular and pedestrian traffic, including ADA pedestrian traffic while accommodating all users of the Public ROW, including electric, water, sewer, wireline telecommunications (i.e. telephone, cable, and fiber), traffic signage and signaling, commercial signage, Wireless Telecommunication Facilities and any other lawful use.
- C. Provide common non-discriminatory standards for the siting, construction, installation, colocation, modification, operation, and removal of infrastructure in the City of Oak Ridge’s Public ROW.
- D. Establish basic criteria for applications to site infrastructure in the Public ROW and provide clear guidance to applicants.
- E. Ensure that Users of the Public ROW will conform to all applicable health and safety regulations and will blend into their environment to the greatest extent possible.

- F. Enhance the ability of Users of the Public ROW to deploy infrastructure quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust services in an aesthetically pleasing environment.
- G. Comply with, and not conflict with all applicable state and federal laws, such as those associated with street signage and traffic control, Utilities, Wireline, and Wireless facilities

Section 2. General Definitions

This document is to read in conjunction with the City of Oak Ridge Ordinance Title 22. The following words and phrases used in these guidelines shall have the meanings ascribed to them, regardless of whether the words and phrases are capitalized.

A. Aesthetic

means the same as defined by commonly available dictionaries as an adjective: being concerned with beauty or designed to give pleasure through beauty; of pleasing appearance.

B. Aesthetic Plan

means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the Authority or designated area within The City of Oak Ridge. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the Aesthetic Plan (which this one does; see Section 7). Such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of entity constructing or deploying, is subject to the Aesthetic Plan.

C. Antenna

means any apparatus designed for the transmission and/or reception of radio frequency ("RF") radiation, to be operated or operating from a fixed location to facilitate wireless communications services including but not limited to the transmission of writings, signs, signals, data, images, pictures, and sounds of all kinds.

D. Applicant

means any entity that submits an application to the City/County to site, install, construct, modify, and/or operate facilities or infrastructure in the right-of-way.

E. Application

means a request submitted by an Applicant to an Authority for a permit to deploy or collocate infrastructure in the ROW; or to approve an installation or modification of a PSS associated with deployment or collocation of infrastructure in the ROW.

F. Authority

means the City of Oak Ridge within its municipal boundaries. Authority does not include a government-owned electric, gas, water or wastewater utility that is a division of, or affiliated with, a municipality, the City of Oak Ridge government, or county for any purpose of this part, and the decision of the utility regarding a request to attach to or modify the plant facilities or equipment-owned by the utility shall not be governed by this part;

G. Authority-owned PSS

Means a PSS owned by an authority that does not include PSS but does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned government, or government-owned;

H. Colocate, collocating and colocation

in their respective noun and verb forms, to install, mount, maintain, modify, operate, or replace facilities on or adjacent to, or related to a PSS. Colocation does not include the installation of a new PSS or replacement of authority-owned PSS.

I. Communication Cable

means any physical cable to transit material whether it is metal, fiber optic, coaxial, or other physical medium other than wireless for transmitting information, data, voice, video or other media.

J. Communication Facility

means the set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide communications service.

K. Communications Service

means cable service as defined in 47 U.S.C. Section 522(6), telecommunications service as defined in 47 U.S.C. Section 153(53), information service as defined in 47 U.S.C. Section 153(24) or wireless service.

L. Communication Service Provider

means a cable operator as defined in 47 U.S.C. Section 522(5), a telecommunications carrier as defined in 47 U.S.C. Section 153(51), a provider of information service as defined in 47 U.S.C. Sections 153(24), a video service provider as defined in Section 7-59-303, or a wireless provider.

M. Decorative Pole or Decorative PSS

Any lighting or support that is not made of wood and has distinguishing features that are considered aesthetic or architectural in nature such as round, square or fluted designs that may or may not be tapered and have either color or texture meant either blend into the surroundings or be generally appealing.

N. Fee

means a one-time, nonrecurring charge.

O. Historic District

means a property or area zoned as a historic district or zone pursuant to TCA § 13-7-404.

P. Historic Structures

means structures listed or eligible for listing in the National Register of Historic Places either individually or as a contributing historic structure within a National Register District, or is located within in a local historic preservation district or a local neighborhood conservation district .

Q. “City of Oak Ridge-owned” PSS

means a PSS owned by the City of Oak Ridge but does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned or government owned.

R. Micro Wireless Facility

means a small wireless facility that:

- Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and
- The exterior antenna, if any, does not exceed eleven inches (11") in length.

S. Other Associated Equipment

means any equipment that facilitates transmission of any FCC licensed or authorized wireless communications service, including but not limited to radio transceivers, and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supply, as more specifically defined by the FCC in 47 C.F.R. § 1.40001(b)(8). This definition includes equipment in any technological configuration associated with any FCC authorized wireless transmission, licensed or unlicensed, commercial mobile, private mobile, fixed wireless microwave backhaul, and fixed broadband.

T. Person

means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an Authority.

U. Potential Support Structure ("PSS")

means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including s installed solely for the colocation of a small wireless facility. When PSS is modified by the term: "new", then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing . The fact that a structure is a PSS does not alone authorize an applicant to colocate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to This Aesthetic Plan.

V. Property

means a parcel that is delineated by metes and bounds or some other means outside the Public ROW either owned by an Authority or Person.

W. Public Right-of-Way or Public ROW or PROW

means the space, in, upon, above, along, across, and over all public streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, skywalks under the control of the City of Oak Ridge, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the City of Oak Ridge, but excluding lands other than streets that are owned by the City of Oak Ridge.

X. Rate

means a recurring charge.

Y. Residential Neighborhood

means an area within the City of Oak Ridge's geographic boundary that is zoned or otherwise designated by the local authority for general purposes as an area primarily used for single-family or multifamily

residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas.

Z. Small Wireless Facility

means a wireless facility with:

- An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume; and
- Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or -mounted. Other wireless equipment does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services; and
- Includes a micro wireless facility

AA. Tower

means any above ground structure used to support any FCC-licensed or authorized antennas and their associated facilities, that are constructed for Wireless Communications Services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site, as more specifically defined by the FCC in 47 C.F.R. § 1.40001(b)(9), as may be amended or superseded.

BB. User

means any Person or Utility that uses the Public Right-of-Way for pedestrian or vehicular traffic, or to distribute or deliver services to the Public with installed facilities on PSS or underground.

CC. Utility

Means an organization that maintains the infrastructure for a public service (often also providing a service using that infrastructure). Public utilities are subject to forms of public control and regulation ranging from local community-based groups to statewide government monopolies.

The term Utilities can also refer to the set of services provided by these organizations consumed by the public: electricity, natural gas, water, sewage, communications or similar associated services.

DD. Utility Equipment

means towers, supports, wires, conductors, conduit, guys, stubs, cross-arms, braces, transformers, insulators, cut-outs, switches, communication circuits, used or useful in supplying electricity, natural gas, water, communication or similar or associated services to the residential areas of the City of Oak Ridge.

EE. Wireless Telecommunications Facility

means equipment at a fixed location that enables wireless communications between user equipment and a communications network including;

- Equipment associated with wireless communication; and
- Radio transceivers, antennas, coaxial or fiber optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration;

- Includes small wireless facilities.
- It does not include the structure or improvements on, under, or within which the equipment is colocated;

Wireline backhaul facilities; or coaxial or fiber optic cable that is between wireless structures or utility poles that is otherwise not immediately adjacent to or directly associated with a particular antenna

FF. Wireless Infrastructure Provider

means any Person, including a Person authorized to provide telecommunications service in this state, who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures, but who is not a Wireless Service Provider

GG. Wireless Service Provider

means a person who provides wireless service

HH. Wireless Service

means any service using a licensed or unlicensed spectrum, including the use of WiFi, whether at a fixed location or mobile, provided to the public

II. Wireline

means cable or other medium that transmits data, voice, video, communications via any other method than wirelessly. Including telephone, cable, fiber optic, coaxial or other method requiring a physical medium of transmission

Section 3. Categories and Districts

Establishment of Districts is determined by the District closest to the Public ROW where the PSS is located. If the PSS lies within multiple districts the more stringent district shall apply. If the PSS lies on the border between two districts then the more stringent district shall apply. In order to implement an Aesthetic Plan for development of all infrastructure in the Public ROW, the City of Oak Ridge is divided into the following Right-of Way-Aesthetic Plan Districts as follows:

Part 1. Residential

For the purposes of this Aesthetic Plan, Residential Districts include any Public ROW that are adjacent to properties that have the following current zoning designations. For a more detailed description of each area listed below, please refer to the City of Oak Ridge Article V of the Zoning Ordinance:

- A. RG-1, Residential, Open Space and Reserved Districts
- B. Cluster Provisions
- C. R-1-A, R-1-B, R-1-C Single Family Residential Districts
- D. R-2, Low Density Residential District

- E. R-3- Medium Density Residential District
- F. R-4 High Density Residential District
- G. One-Family Residential District, R-1-A/B
- H. Multiple-Family Residential Districts, R-4-A, R-4-B, and R-4-C

Part 2. Office Districts

For the purposes of this Aesthetic Plan, Office Districts include any Public ROW that are adjacent to properties that have the following current zoning designations. For a more detailed description of each area listed below, please refer to the City of Oak Ridge Article VI of the Zoning Ordinance:

- A. O-1 Office District
- B. O-2 Office District

Part 3. Parking and Business Districts

For the purposes of this Aesthetic Plan, Parking and Business Districts include any Public ROW that are adjacent to properties that have the following current zoning designations. For a more detailed description of each area listed below, please refer to the City of Oak Ridge Article VII of the Zoning Ordinance:

- A. P-Parking District
- B. B-1, Neighborhood Business Districts
- C. B-2, General Business District
- D. UB-2, Unified General Business District
- E. B-3, Roadside Business District

Part 4. Special Districts

For the purposes of this Aesthetic Plan, Special Districts include any Public ROW that are adjacent to properties that have the following current zoning designations. For a more detailed description of each area listed below, please refer to the City of Oak Ridge Article IX of the Zoning Ordinance:

- A. G, Greenbelt District
- B. E, Education and Research District
- C. MH-1, Mobile Home District
- D. TND, Traditional Neighborhood Development District
- E. TND, Traditional Neighborhood Development District
- F. PUD, Planned Unit Development District
- G. FIR, Federal Industry and Research
- H. Floodplain Regulations
- I. F, Floodway Districts; Floodway Fringe Area
- J. Manhattan District Overlay (MDO)
- K. IND-2 Industrial Manhattan District Overlay (INDO)

Section 4. Design Guidelines

Part 1. General Design and Construction Standards

Promote an aesthetic environment using the smallest and least obtrusive means available to provide general Utility, Wireline and Wireless services to the community.

- A. Colocation.** Colocation on a PSS is encouraged whenever there are other PSS available. A local authority may prohibit colocation on local authority-owned PSS that are identified as PSSs the mast arms of which are routinely removed to accommodate frequent events, including, but not limited to, regularly scheduled street festivals or parades. A local authority may grant a waiver to allow colocation on an otherwise prohibited PSS if an applicant demonstrates that its design for colocation will not interfere with the operation of the PSS.

- B. Antennas on Existing or Replaced PSS.** The antenna(s) associated with installation on existing or replaced PSS must have concealed cable connections, antenna mount and other hardware. An antenna must be able to fit within an enclosure if no more than six (6) cubic feet in volume.

Pole top Canister

Preferred antennas shall be canister type mounted to the top of PSS, shrouding shall be used to conceal cable connections and transition to the pole creating an aesthetic uniform look. Pole top canisters shall not exceed 18" in Diameter and 36" in height.

Panel

Not Preferred but where necessary panel antennas may be approved at the sole discretion of the City of Oak Ridge. Panel antennas shall be either cylindrical in shape or shrouded in a common cylinder or three-sided banner to conceal connections and cabling. Panel antennas shall not measurably interfere with street or sidewalk lighting. Panel antennas shall be mounted as close to the Pole or Tower as possible to minimize visual impact and be aesthetic. Panel Antennas shall not exceed 36" in height and 12" in Width and 6" in Depth.

C. Height Limits

A new PSS installed or an existing PSS replaced in the ROW shall not exceed the greater of ten feet (10') in height above the tallest existing PSS that is located within five hundred feet (500') of the new PSS in the ROW and in residential neighborhoods, the tallest existing PSS that is located within five hundred feet (500') of the new PSS and is also located within the same residential neighborhood as the new PSS in the ROW. Notwithstanding the foregoing, in no circumstance shall the height exceed Fifty feet (50') above ground level in non-residential Districts; or forty feet (40') above ground level in Residential Districts.

An electric distributor, its agent, or designated party has the right to change the height of a utility pole that is used for electric distribution.

D. Equipment Mounting on Existing or Replaced PSS.

All equipment mounted on a PSS- must be installed as flush to the pole as possible. All pole mounted equipment shall be located as close together and if possible, on the same side of the pole. Standard color for all equipment shall be grey, but other colors may be required when installing on a Decorative Pole. Equipment such as transformers, insulators, disconnects, and cables used for Electrical Distribution shall be mounted and located in accordance with electrical Utility standards. All pull boxes to be traffic rated.

E. Pole-Mounted Equipment Shrouds.

When pole-mounted Utility Equipment is either permitted or required, all Utility Equipment other than the antenna(s), electric meter and disconnect switch must be concealed within an equipment shroud. Equipment shrouds may not extend more than 24 inches from the face of the pole. The equipment shroud must be non-reflective and be colored grey or painted to match the existing pole. Equipment shrouds should be mounted flush to the pole. All pole-mounted Utility Equipment must be installed as flush to the pole as possible. Any standoff mount for the equipment shroud may not exceed 4 inches. Shroud or shroud material should be weather resistant such that rust or other signs of visible oxidation should not occur.

F. Underground Equipment Vaults.

City of Oak Ridge may require an applicant to comply with the City of Oak Ridge's nondiscriminatory requirements for placing all electric, cable and communications facilities underground in a designated area of the ROW if the City of Oak Ridge:

- Has required all electric, communications, and cable facilities, other than PSS and attachments to be placed underground prior to the date on which the applicant's application is submitted.
- Does not prohibit the replacement of City of Oak Ridge-owned PSS's in the designated area when the design for the new PSS meets the City of Oak Ridge's design aesthetic plan for the area and all other applicable criteria provided for in this section;
- Permits applicants to seek a waiver of the underground requirements for the placement of a new PSS to support small wireless facilities.
- The waivers referenced above shall be sought from a panel consisting of the Director of Public Works, the Director of Planning, and the Director of Information Technology Services or their designees. This panel shall allow the applicant a noticed opportunity to be heard on the waiver request before deciding whether or not to grant the waiver. The approval or rejection of the waivers by the panel shall be decided in a nondiscriminatory manner and applicant shall be notified of this decision in writing.

G. Ground-Mounted Equipment.

New ground-mounted Utility Equipment is not permitted, unless the applicant shows clear and convincing evidence that the Utility Equipment cannot be feasibly installed (i) as a pole-mounted installation, (ii) in an environmentally controlled underground vault, or (iii) on an adjacent Property that the equipment may serve exclusively or non-exclusively, or (iv) within an existing street feature (e.g.: bus stop shelter, bench, rubbish disposal bin) for a valid technical reason. Increased costs shall not be considered a valid evidence. If ground-mounted Utility Equipment is used, the applicant must conform to the following requirements:

Self-Contained Cabinet or Shroud.

The Utility Equipment shroud or cabinet must contain all the Utility Equipment associated with the facility other than specific equipment that by the nature of its technology is required to be above ground such as cameras, antennas, lighting, and traffic signaling. The equipment must be concealed from view, cables shall route internally through a tubular pole or be concealed in conduit on a wood pole and run underground between the pole and the ground-mounted cabinet.

Concealment.

The Ground-Mounted Utility Equipment shall incorporate concealment elements into the proposed design to better align itself with surrounding aesthetic, architecture, similar structures or public safety elements. Concealment may include, but shall not be limited to, public art displayed on the cabinet, strategic placement in less obtrusive locations, placement within existing or replacement of street furniture, or screening with vegetation.

H. Utility Equipment Lines and Cabling.

Distribution and service lines must be underground whenever feasible to avoid additional overhead lines. For new or replacement metal poles, underground cables and wires, to the extent possible and practicable, must transition directly into the pole base without any external junction box. For existing PSS, cables and wires shall transition neatly into the pole, and transitions shall be shrouded or otherwise concealed. External lines and Cables on wood poles shall transition at grade vertically directly adjacent to the PSS. All construction techniques must comply with federal, state and local laws and regulations, utility standards, industry standards, and inspection requirements.

I. Electric Meter.

Any use on a PSS that consumes electricity shall be metered. Site operators shall use the smallest and least intrusive electric meter available and approved by CORED. Whenever permitted by the electric service provider, the electric meter base should be painted to match the PSS. All pull boxes shall be or exceed TIER 22 traffic rated.

J. Telephone/ Fiber Optic / Utility Equipment

Demarcation facilities for Communication Cables shall be vaulted underground when those services are existing underground. When Communication Cables are overhead, cabinets for demarcation of Communication Cables may not extend more than 8 inches from the face of the PSS, and must be painted, wrapped or otherwise colored to match the pole.

K. Spools and Coils.

To reduce clutter and deter vandalism, excess Communication Cables shall not be spooled, coiled or otherwise stored on the PSS. Communication cables may be temporarily coiled and stored on a PSS, subject to approval of City of Oak Ridge, otherwise excess cabling shall be stored underground in a vault.

L. Underground Conduit and Pipe.

All underground conduit for electrical and Communication Cables placed behind the curb face and underneath the sidewalk or as directed by the City of Oak Ridge Public Works, must be SCH 80 PVC encased in concrete. All underground conduit shall be SCH 80 PVC or HDPE when placed: (1) underneath driveway aprons, (2) within tree wells or (3) in front of the curb face and beneath the street. Additional spare conduit can be installed to reduce the need for additional excavations. Public Works does not place rigid conduit underground. We do always encase in concrete. Conduit and trenches should be repaired per City of Oak Ridge Public Works standard specifications or as directed by City of Oak Ridge Public Works inspector.

All Sewer, Water, and Gas Utility Main and Distribution networks shall be placed underground in pipe in accordance with each Utility standard or as directed by City of Oak Ridge Public Works. Connections to facilities shall be directly adjacent to the served facility and not exceed three (3) feet above grade

M. Above Ground Conduit.

On wood poles, all above-ground wires, cables and connections shall be encased in the smallest section or smallest diameter RGS, PVC channel, conduit, u-guard, or shroud feasible, with a maximum dimension of 4" diameter, and similar in color to, or painted to match the PSS.

N. Ground Rods.

All ground rods shall be 3/4 inch in diameter and 10 feet in length made from copper-clad steel (high strength) as required in ASTM A325. If attaching to existing utility poles, wireless communication facilities shall be bonded (connected) to the existing pole ground.

O. Lights.

Unless otherwise required for compliance with FAA or FCC regulations, development in the PROW shall not include any permanently installed lights. Any lights associated with electronic equipment shall be appropriately shielded from public view. The provisions in this subsection shall not be interpreted to prohibit installations on streetlight poles or the installation of luminaires on new poles when required.

P. Restoration Requirements:

Streets and Alleys: Upon completion of the new work, the contractor shall restore the street and/or alley pavement to its original condition consistent with City of Oak Ridge Public Works specs and the conditions on their excavation permit. City of Oak Ridge prefers that no street cuts be made in the downtown area. If such a street cut needs to be made, City of Oak Ridge may require that a portion of that street be completely paved as new instead of a pavement patched area, consistent with City of Oak Ridge Public Works specs and conditions on their excavation permit (which is required for any pavement cuts).

Sidewalks: Immediately after installation of new Utility Equipment or Wireless Telecommunications Facility, the Contractor shall restore all concrete, tree wells and/or sod strips to a “like new” condition, consistent with City of Oak Ridge Public Works specs and conditions on their excavation permit.

Q. Repair or Replacement of Damaged PSS:

At any time when a PSS is damaged or needs replacement or repair, the actions required by the PSS owner will take priority over that of any other Users. Upon conclusion of the corrective action by PSS owner, Users shall be notified that corrective actions can be commenced at the sole expense of the Users for their respective facilities. The PSS owner has the right to de-energize any equipment that is located on a PSS, any energized equipment located on a PSS shall have a disconnect located on that PSS. In the event of damage to a PSS that has been knocked down, it is the responsibility of the carrier to immediately provide a safety cap to prevent public exposure to electric supply.

A PSS pole base must be designed with a base plate so that a replacement can be installed in the event of a PSS gets knocked down. The plate will remain until the PSS owner can repair or replace the pole or the local jurisdiction can replace the pole, depending on whether the owner of the wireless transmission facility on a Mero-owned PSS has elected to be responsible for PSS replacement as contemplated in Tennessee Code Annotated Section 13-14-408(g).

Part 2. Pole/Attachment Guidelines

Prior to submitting a permit application, the Applicant or PSS owner, at PSS owner’s option, shall ensure the supporting PSS is appropriately sized and have sufficient structural integrity to accommodate the additional equipment loads.

Where allowed, all Utility Equipment located within the public ROW shall be located such that the ROW meets ADA requirements as it may be applicable and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or site distance. In certain areas where pedestrian traffic is considered by City of Oak Ridge to be significant on a regular basis or during regularly scheduled events or Holidays (“Peak Pedestrian Traffic”) City of Oak Ridge may require that Utility Equipment be either integrated into the PSS design, placed underground in a Vault, or located off of the Public ROW so as to not impede Peak Pedestrian Traffic.

All Utility, Wireline, and Wireless Service Provider equipment shall be removed and relocated at no cost if City of Oak Ridge decides to remove any City of Oak Ridge-owned PSS in the future. The equipment must be removed within a reasonable time frame as determined by City of Oak Ridge. A reasonable time frame refers to a duration of time that does not delay the removal of the utility PSS and lines.

If, at any time, the PSS becomes abandoned, it is the responsibility of the PSS owner to replace the pole with a similar pole that matches the height and dimensions of existing poles within that area, or to remove the pole if it is not needed for other purposes.

The PSS owner is required to supply a 24-hour contact for any issue relating to the PSS after the installation. If that contact changes, the PSS must notify the jurisdiction of the new contact.

The jurisdiction would prefer that a 120-volt receptacle be installed at the top and bottom of each new PSS installed. Receptacles must be concealed on the pole.

Deviations from this guide shall be approved on a case-by-case basis by Authority prior to installation.

Part. 3 Permits

City of Oak Ridge Public Works Right-of-Way permits are required for maintenance and repair of all PSS facilities.

A. Type 1: Attachment to Existing PSS

If any existing PSS that additional Utility or Small Wireless Facility equipment is proposed upon requires replacement the applicant shall be required to replace said Pole with a Type 2 installation, unless that Pole is a wood pole in line with other wood poles, then a sufficient wood pole may be used.

Utility Wood Pole Strand Mounted

Aerial Communication Cable strand installations of Micro Wireless Facilities are allowed; however, coiling of excess fiber or other cables is not allowed unless the coiling is temporary. All lines shall be neatly trained and secured. See Figure 1 for a schematic example.

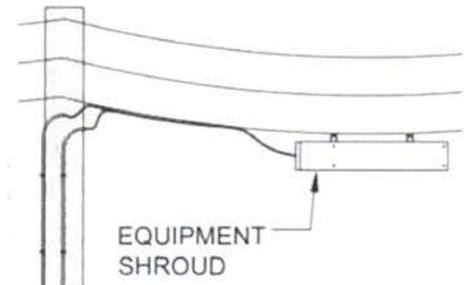


Figure 1 Schematic of Strand Mounted equipment

Wood Pole With Lighting Mast(s)

All equipment shall be mounted behind a shroud. Only two shrouds, including the disconnect and antenna, shall be installed at each location. No ground mounted equipment, including backup power supply, shall be allowed unless in the City of Oak Ridge’s discretion such equipment does not impede vehicular or pedestrian traffic. No equipment shall be installed without confirming that the intended installation has no impact on the streetlight’s operational performance.

The lighting design shall meet the luminaire specifications and design requirements set forth in the City of Oak Ridge’s Lighting System Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The network provider shall provide all documentation required by the permitting process. See Figure 2 for a schematic example.

Decorative Pole With Luminaire

All Utility, Wireline, or Wireless Service Provider equipment shall be mounted behind a shroud. Only two shrouds, including the disconnect and antenna, shall be installed at each location. No ground mounted equipment, including backup power supply, shall be allowed. No Small Wireless Facility devices shall be installed without confirming that the intended installation has no impact on the streetlight’s operational performance.

The lighting design shall meet the luminaire specifications and design requirements set forth in the City of Oak Ridge’s Lighting System Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The Wireless Provider shall provide all documentation required by the Lighting System Design Guidelines to City of Oak Ridge during the permitting process.

Traffic Pole With or Without Luminaire

All Utility, Wireline, and Wireless Service Provider equipment shall be mounted behind a shroud. Only two shrouds, including the equipment, appurtenances, and antenna, shall be installed at each location. No additional ground mounted equipment other than that which already exists, shall be allowed (although underground vaults are acceptable where possible). No development of infrastructure in the PROW shall be installed without confirming that the intended installation has no impact on the streetlight’s operational or electrical performance.

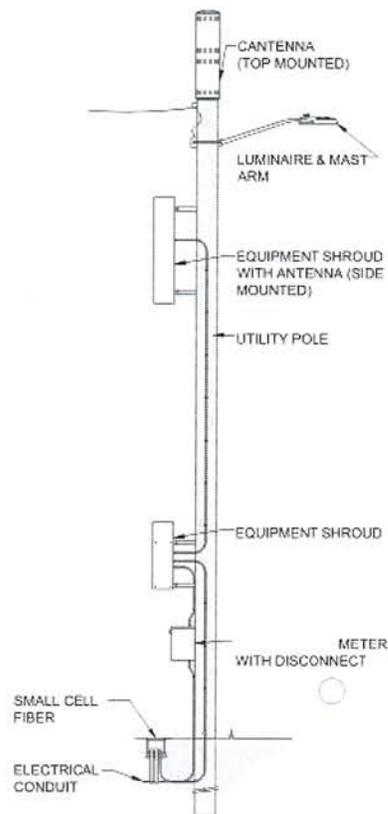


Figure 2 Schematic of Small Cell on Wood Pole with Luminaire

The lighting design shall meet the luminaire specifications and design requirements set forth in the City of Oak Ridge’s Lighting System Design Guidelines. These guidelines provide information about luminaire aesthetics, lighting criteria, typical streetlight spacing, specifications and details. The network provider shall provide all documentation required by the Lighting System Design Guidelines to Authority during the permitting process.

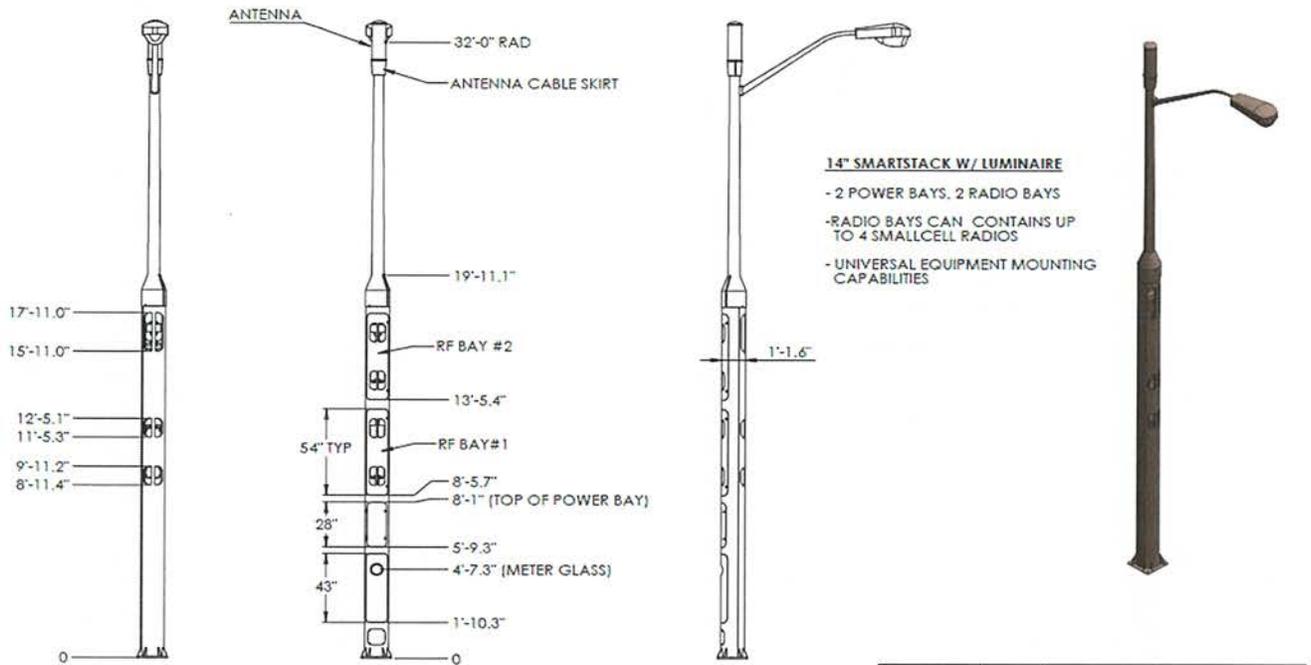


Figure 3 Schematic of Integrated Lighting Pole Design

B. Type 2: Integrated PSS

In cases where the existing PSS is insufficient, or other criteria dictate replacement of an existing PSS to accommodate additional development of infrastructure in the PROW, the equipment, upper pole, luminaire, mast arm, luminaire if applicable, antenna enclosure, and all hardware and electrical equipment necessary for a complete assembly shall be integrated into a single Pole. Mast Arm and Luminaire must be same make and model as unit(s) being replaced. Pole shall be of similar aesthetic and architectural features (i.e. square, round, fluted) as of the PSS being replaced. If the existing pole being replaced is blocking the ADA accessible path of travel, the replacement pole shall be installed in a location that’s does not do so.

Integrated PSS with Luminaire

A Type 2 Integrated Right-of-Way PSS should only be located where an existing PSS can be removed and replaced, or at a new location where it has been identified that a streetlight is necessary. See Figure 3 for a schematic Example. Type 2 Poles shall be owned by Authority and maintained by the Applicant during the term of occupancy, although applicant will remain responsible for their replacement in the event they are knocked down assuming applicant has elected to do so pursuant to T.C.A. Section 13-24-408(g).

When submitting to Authority, the Pole design and configuration shall be per Authority Standards. In no case shall these Poles exceed 14 inches in diameter

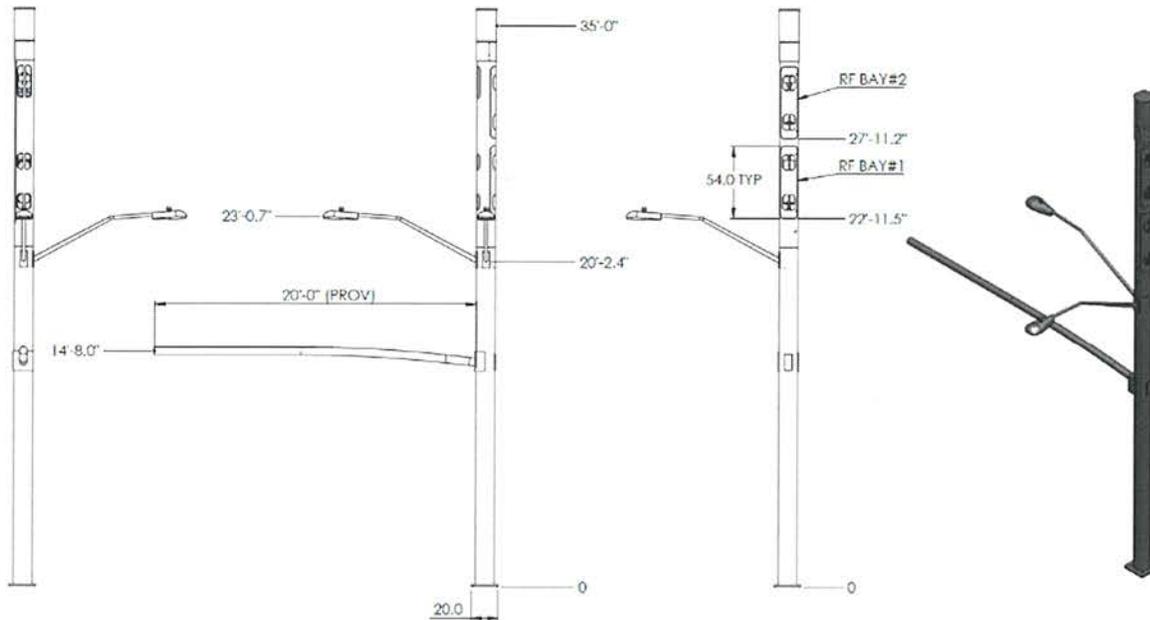




Figure 4 Schematic of Integrated Decorative Metal Pole Design



Figure 5 Schematic of Integrated Decorative Metal Pole with luminaire

Integrated Traffic Pole with or without Luminaire

In cases where the existing structural integrity or other conditions prevent a Type 1 attachment to a traffic standard, an Integrated Pole must be used. In no case shall these Poles exceed 20 inches in diameter unless the existing Pole being replaced has a greater diameter. Reinforcement of an existing Pole is not permitted. See Figure 4 for a schematic example.

C .Type 3: New Freestanding Single Purpose Poles

New poles are strongly discouraged. New poles shall match and not exceed the aesthetics of existing streetlights installed adjacent to the proposed pole. The Applicant shall perform a visual inspection (Online street images are considered sufficient unless the PSS were updated after the images were published) prior to submitting a permitting application to determine existing aesthetics.

New Metal Pole

New metal poles are strongly discouraged where PSS are existing.

New metal poles shall be fully integrated to include the equipment cabinet, upper pole, antenna enclosure, and all hardware and electrical equipment necessary for a complete assembly shall be integrated into a single structure, or installed in an underground vault. Pole shall be of similar

architectural features (ie Square, round, fluted) as the nearest Decorative Pole in the vicinity as determined by the City of Oak Ridge.

New Wood Pole

New wood poles are discouraged over an integrated PSS or other type of PSS. Wood poles may only be used in specific Districts where no other structure is available within a 50 feet radius of the proposed location and the nearest Poles are made of wood.

All equipment shall be mounted behind a shroud. Only two shrouds shall be installed at each location. No ground mounted equipment, including backup power supply, shall be allowed except in District Categories where it is allowed.

D. Type 4: Pedestrian Overpasses

Any installation on a pedestrian overpass shall not impede pedestrian traffic, impinge of the free space below the overpass, nor require structural improvements to the Pedestrian Overpass. Equipment, cables, and antennas shall be screened and designed to appear as aesthetic architectural features. All architectural features shall be balanced on the Span of the overpass.

Section 5. Aesthetic Plan Applied to Aesthetic Districts

A summary of the Aesthetic Plan applied to Districts is in Table 1.

Districts	Guidelines			
	Use of Replacement of Existing Structure within 300'	Type of Structure Allowed	Height Limit	
Residential	300 ft	1,2,3	10 ft above existing; Never exceed 40 ft	
Office	300 ft	1,2,3	10 ft above existing; Never exceed 50 ft	
Parking and Business	300 ft	1,2,3	10 ft above existing; Never exceed 50 ft	
Special	300 ft	1,2,3,4	10 ft above existing; Never exceed 50 ft	

Part 1. Residential

A. Pole type allowed

Type 1 wood poles, Type 2 integrated Poles and Type 3 new poles are allowed in Residential Districts. All integrated PSS shall match the first installation under these guidelines in a given District of contiguous zone or zones. Regardless of equipment location the integrated Poles in a contiguous

residential District Poles shall all be of identical height, material, and manufacture. Maximum pole diameter shall be 14 inches.

All electric, communications and cable facilities equipment other than authority-owned PSS and attachments shall be located underground in a designated ROW area. Permit applicants can seek a waiver of the underground requirements for the placement of a new PSS to support small wireless facilities and the approval or non-approval of the waivers will be decided in a nondiscriminatory manner by the Panel described above in Section "F".

Part 2. Office District.

A. Pole type allowed

Type 1 wood poles, Type 2 integrated Poles and Type 3 new poles are allowed in this District. When there are no PSS within 500 feet of a given location Type 3 Towers are allowed.

B. Equipment:

Equipment may not be located in the Public ROW unless vaulted. Equipment may be located on private property subject to review and approval by applicable authorities including the City of Oak Ridge Planning and Codes Departments or mounted to the Pole with appropriate shrouding.

Part 3. Parking and Business District

A. Pole or Tower type allowed

Type 1 wood poles, Type 2 integrated Poles and Type 3 new poles are allowed in this District; however, Type 1 Poles are preferred when existing Type 1 Poles are present. When there are no PSS within 500 feet of a given location Type 3 poles are allowed.

B. Equipment:

Equipment may be located in the Public ROW if sufficient space is present and does not obstruct paved Public ROW paths for vehicle or pedestrian traffic. In cases where paved paths are present equipment shall be vaulted, located on private property or mounted to the Pole

Part 4: Special District

A. Pole type allowed

Type 1 wood pole, Type 2 integrated poles and Type 3 new poles are allowed in Special Districts. All integrated Poles shall match the first installation under these guidelines in a given District of contiguous zone or zones. Regardless of equipment location the integrated Poles in a contiguous Special Overlay District shall all be of identical height, diameter, material, and manufacture.

Except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section 1.1307(a)(4) or any subsequently enacted similar regulations, City of Oak Ridge imposes the following reasonable, nondiscriminatory, and technology neutral design or concealment measures in a historic district if:

These design or concealment measures do not have the effect of prohibiting any applicant's technology or sustainably reducing the functionality of the small wireless facility. City of Oak Ridge permits alternative design or concealment measures that are reasonable similar and the design or concealment measures are not considered a part of the small wireless facility for purposes of the size conditions contained in the definition of "small wireless facility".

B. Equipment:

Equipment shall be integrated into the base of the Pole or be located off the Public ROW subject to review and approval of applicable authorities including the City of Oak Ridge Planning and Codes Department, be vaulted or be concealed in a shroud.

Section 6. Illustrations

Telecommunication Facilities Located Within the Public Right-of-Way:

Applicants seeking to install a Wireless or Wireline Telecommunications Facility in the Public ROW preferably shall first seek options to colocate on an existing utility pole, street light, or traffic signal (note: traffic pole usage will be an individual consideration). Any telecommunications facility installation within the Public ROW shall conform to antenna and equipment volume or dimensional limitations set forth in the definition of small cell in the Telecommunications Ordinance Title 22 and this Aesthetic Plan.

Additionally, applicants must conform to the design guidelines and all other requirements established by City of Oak Ridge Electrical Department if attaching to a structure owned by City of Oak Ridge Electric Department.

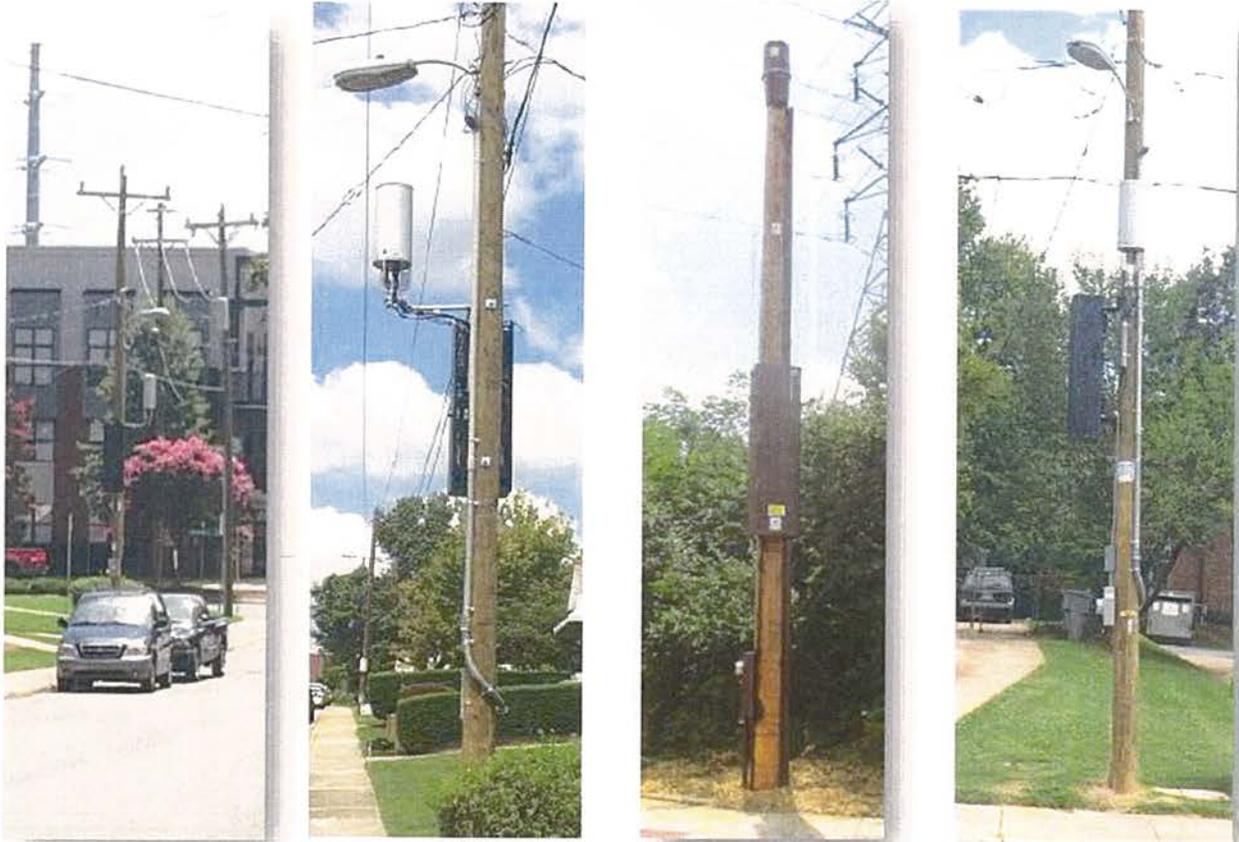
The following pictures and tower profile drawings in this Section represent appropriate installation designs for Telecommunications Facility installations on existing poles, new poles, and pole replacements in the right-of-way. These examples are not to be construed as the only installation configurations the City of Oak Ridge will accept nor that the use of one of these configuration types is automatically approved. Applicants must consider surrounding pole installations, architectural or historical signage, building types, and prior Telecommunication Facility installations as useful guides in submitting appropriate facility designs. In addition, it is not the intention of the City of Oak Ridge to force applicants to utilize specific pole manufacturers by the display of the below examples. The applicant is free to choose their own pole manufacturer that can deliver the required safety, aesthetic, and performance criteria required for each specific Telecommunications Facility.

Example 1: Colocation on Existing Traffic Utility Pole: Photos reflect two different traffic utility pole solutions each using a top mounted antenna. However, The City of Oak Ridge Public Works Department may request that a side-arm antenna mount be used. The example to the right utilizes a decorative stealth smart pole incorporated into the traffic light. Note, that the equipment and antenna are all enclosed within the new pole installation with no exposed wires or cables. The example below shows before and after photos of a replacement pole. Equipment is vaulted nearby the pole as well as some is incorporated into the base module of the pole. As much of the original pole hardware will be utilized as deemed appropriate by the City of Oak Ridge Department of Public Works and any other City of Oak Ridge departments with reviewing authority.



Example 2:

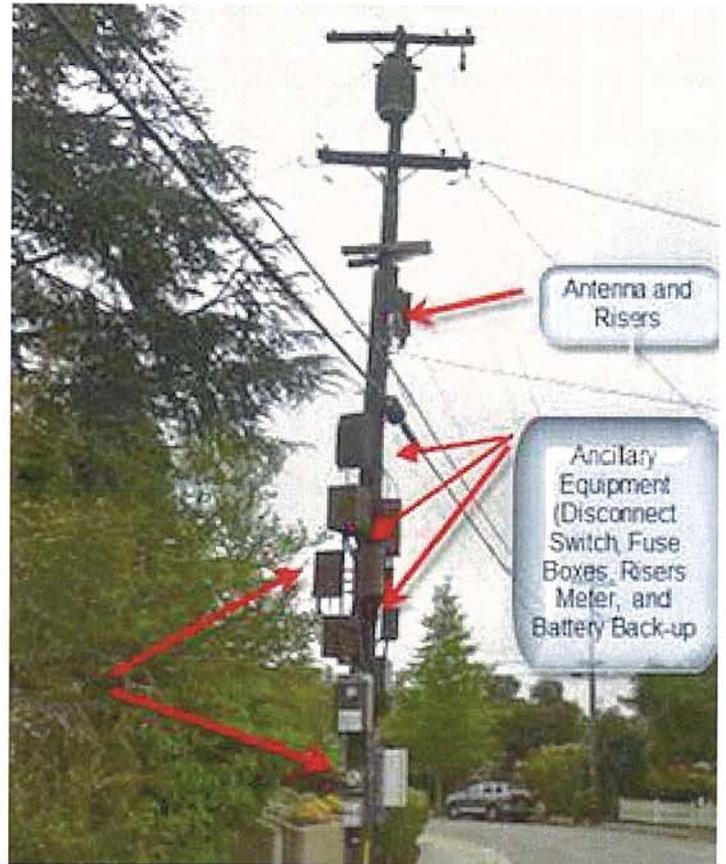
Colocation on an Existing Wooden Utility Pole: Error! Reference source not found. Photos below shows multiple examples of a Telecommunications Facility with Utilities on an existing, or the replacement of an existing, wooden utility pole in the right-of-way. City of Oak Ridge requires the incorporation of slimline designs with a top mounted antenna canister and the avoidance of bulky equipment



installations.

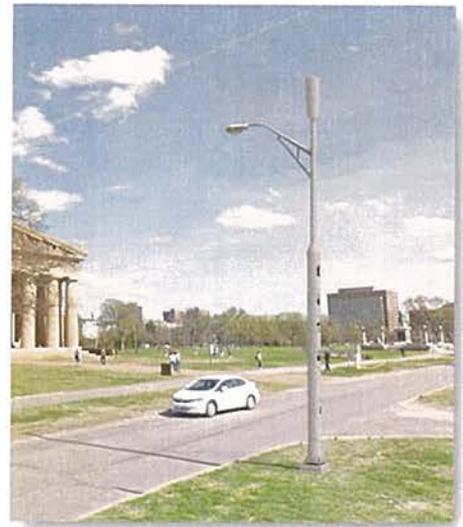
Example 3:

Photo to the right shows a Telecommunications Facility installed on a wooden utility pole in an unacceptable fashion. The pole is cluttered with multiple cabinets, cables, and boxes leading to a lack of aesthetics.



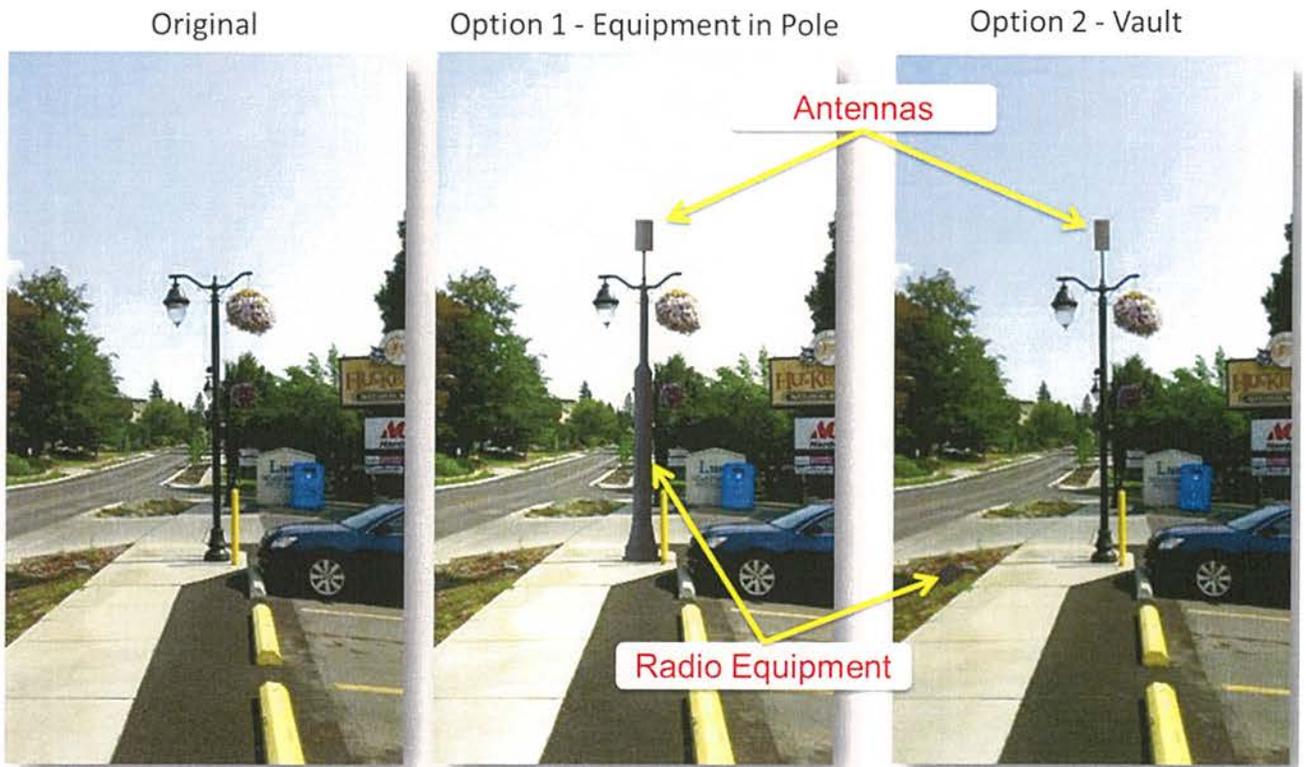
Example 4:

Colocation on Existing Street Light or Metal Utility Pole: In most cases for safety, structural, and serviceability reasons, an existing metal pole will likely be replaced with one that as close as possible matches the original it replaces. However, in some cases, the foundation and construction of an existing pole is sufficient to allow for colocated equipment. In those cases, equipment shrouds shall be utilized on Telecommunication Facility installations on existing PSS. Top mounting of antennas or antenna canisters are desired for the first installation on an existing streetlight or metal utility pole



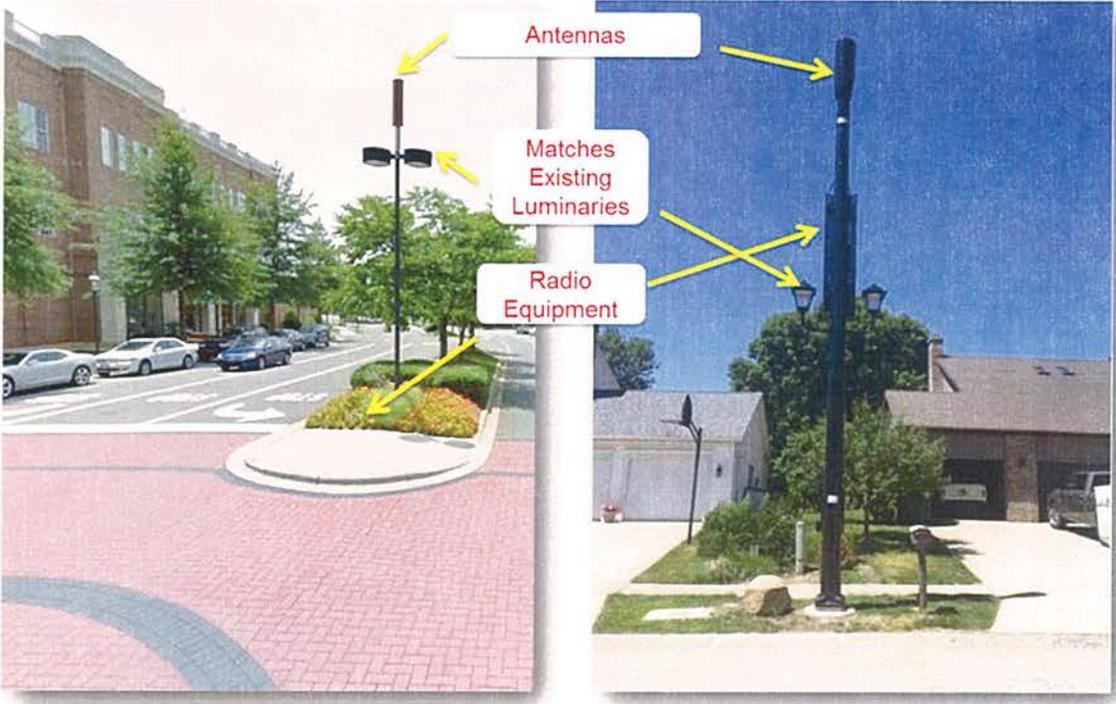
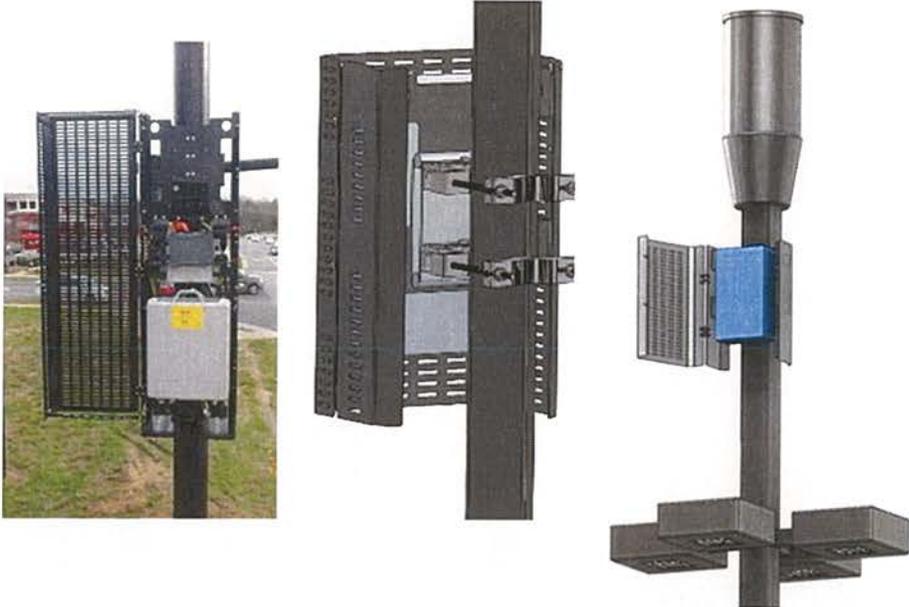
Example 5:

Existing Pole Replacement: Existing poles in the right-of-way, including light, traffic, or Decorative may be replaced with a pole of compatible style when and where applicable. Applicants are encouraged to work with utility pole fabricators and Oak Ridge staff to design and develop a pole that will be able to internally house the required antenna(s) and electronics, which shall be integrated into the design of the replacement pole. If the newly designed pole cannot accommodate the electronic equipment internally, an underground vault or a shrouded equipment configuration shall be utilized.



Example 6:

External caged/shroud equipment configurations allowing for an aesthetic look. In some cases, surrounding aesthetics may dictate this type of design to be utilized.



Example 7:

PSS that incorporates a multitude of technologies to suit the specific needs for such a location. Integrated technologies include new LED high output lighting, public safety cameras and public Wi-Fi radios, in addition to being structurally suitable for banner or flower basket hanger installations, as well as room for other wireless municipal radio needs, such as automatic meter wireless mesh networks.



Section 7. Application and Effective Date

This Aesthetic Plan applies to only construction or deployment of facilities and Utility equipment that occurs after the effective date of the adoption of this Aesthetic Plan.

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.

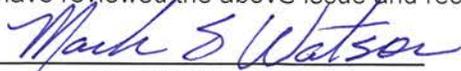
Attachment(s)
Resolution



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

Sept 5, 2019

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 12th day of November 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

19-124

DATE: November 11, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira McWaters, P.E., Public Works Director *SAM*
FROM: Roger Flynn, P.E., City Engineer
SUBJECT: CONTRACT SUPPLEMENT #2 FOR CANNON & CANNON, INC. FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES (CEI)

Introduction

An item for City Council's consideration is a resolution to amend contract FY2016-175 with Cannon & Cannon, Inc. (C&C) in the amount of \$19,450.

Funding

Funding is available from a Tennessee Department of Transportation (TDOT) Transportation Alternative Program (TAP) grant using an 80/20 split, with the City funding 20% of the cost.

Background

At its December 14, 2015 meeting, City Council approved resolution 12-134-2015 accepting a Transportation Alternatives Program (TAP) Grant administered by the Tennessee Department of Transportation (TDOT) local programs office to fund engineering and construction of improvements at the intersections of Oak Ridge Turnpike (ORTP) at Tulane Avenue and at East Division/Tennyson Road. These improvements were originally included in a 2013 project with nine (9) other locations that City Council chose not to fund. The grant amount of \$432,960, which was for both engineering and construction, was based on the 2013 cost for the two (2) intersection and required a 20% local match of \$108,240, for total estimated cost of \$541,200.

Cannon & Cannon Engineers, Inc. (C&C) prepared the plans for the 2013 project, and since they were familiar with the project and staff was pleased with their work, staff chose to use them for the Intersection Improvements project. At its April 2016 meeting, City Council approved resolution 5-28-2016, authorizing a contract with C&C.

One of the services included in C & C's proposal was Construction Engineering and Inspection (CEI). Public Works does not attempt to self-perform CEI duties on grant funded projects. Providing CEI requires the services of three (3) persons; a field inspector, an administrative person and a manager who is normally also an engineer. C & C's estimated fee in their original proposal, dated March 15, 2016 for task 3.2, CEI services was \$65,000. At the time, in an effort to negotiate a lower fee, staff looked at the potential cost of CEI as a percentage of the 2013 construction estimate as opposed to a level of effort (i.e. hours per week). Staff asked that the fee be reduced to \$40,000. C&C provided an amended contract dated March 31, 2016 that was approved by City Council at its April 2016 meeting by resolution 5-28-2016.

The construction project was let for bid on April 17, 2018, with Southern Constructors, Inc. (SCI), submitting the successful bid of \$528,355. TDOT agreed to fund 80% of the additional cost and the SCI contract was approved by City Council at its May 7, 2018 meeting by resolution 5-33-18. The notice to proceed was issued to SCI in July 2018 and provided 180 days to finish. About half way through the project, C&C reviewed the number of hours per week being used for CEI and realized the CEI cost would exceed the contract amount. On September 24, 2018, they submitted a request for a contract supplement to increase funding for task 3.2 by \$31,500, bringing it to \$71,500 or just over the March 15, 2018 estimate. At the time of the request, it was anticipated the project would run through April. TDOT agreed to fund 80% of the request and City Council approved it at its November 12, 2018 meeting by resolution 11-92-2018.

Also about half way through the project, Southern Lighting & Traffic Systems of Cumming, GA, the traffic signal

pole vendor, contacted SCI and advised they had received a letter from Millerbernd Manufacturing, the signal pole manufacturer, explaining delivery of the signal pole and mast arms would be delayed until March 15, 2019. TDOT and the City both agreed to provide SCI an extension of time past the original February completion date, and in exchange, SCI agreed to complete as much of the work as possible and then demobilize.

The signal pole and mast arms were actually delivered in late April, and Progression Electric, the traffic signal subcontractor, installed them, completed work on the pedestrian signals and switched the signal operations from the old controllers to new controllers in new cabinets in May.

It should be noted that even during periods when the contractor is off site and no work is taking place, CEI costs still accumulated because TDOT requires all monthly reports be submitted.

SCI did final restoration and clean-up in early June and then requested the first inspection. The project lingered into July until a 2nd and 3rd inspection confirmed all punch list items were corrected and the project was accepted. Project close out, which takes a minimum of 90 days, began in August. The final pay request from SCI for the project was received on August 26, in the amount of \$515,163.72, meaning the contract underran by \$13,163.72, saving the City \$2,632.74.

Consideration

It should be known that a common rule of thumb for estimating engineering cost is to assume 15% to 18% of the estimated construction cost. Tasks 1.1 thru 2.2 of the C&C contract, which was for the NEPA and design portion, totaled \$50,000, which was less than 10% of the construction contract. The TDOT Local Programs grants regulations require CEI services during construction, which adds an additional layer of oversight. These services typically add an additional 15% to 18% to the cost. Total CEI services, including both supplements, are 17.3%.

Construction and close out of the project has lingered about six (6) months past the original anticipated date of April. C&C has continued to provide services as needed during this period. Both TDOT and staff feel this supplemental request, which represents an additional 156 hours of work from May to present, is justified. TDOT has agreed to honor the 80/20 split, making the cost to the City \$3,890.

Recommendation

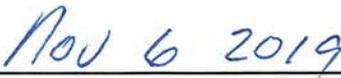
The City has a long standing relationship with C&C and has always been pleased with the work received at a reasonable fee. Staff observed the project and feels the fee billed has been earned and believes the request for the supplement is reasonable. Staff recommends approval of the attached resolution as submitted.

Attachment(s)

Resolution
Request letter from C&C



Roger Flynn, P.E.

<p>City Manager's Comments:</p> <p>I have reviewed the above issue and recommend Council action as outlined in this document.</p> <p> _____ Mark S. Watson</p> <p> _____ Date</p>

September 25, 2019

Mr. Roger Flynn, P.E.
City Engineer
Engineering Division
City of Oak Ridge Public Works Department
100 Woodbury Lane
Oak Ridge, Tennessee 37830

RE: FY 2016-175
Contract Supplement No. 2 for Construction Engineering & Inspection Services (CEI)
Oak Ridge Turnpike Intersection Pedestrian Safety Improvements Projects
(S. Tulane Avenue and East Division Road/Tennyson Road), FY2016-175
TDOT PIN 122976.00
TIP No. 17-2014-081, Rev. 2 (Originally 2014-081, Rev. 0)
CCI #368-0027

Dear Mr. Flynn:

Cannon & Cannon, Inc. (CCI) appreciates your consideration of this Contract Supplement for the referenced project. The original agreement for this project was executed by the City of Oak Ridge on May 12, 2016.

This Supplement is for additional Construction Engineering & Inspection (CEI) services incurred. The additional services were per the TDOT Local Programs guidelines.

The amount of this Supplement is \$19,450.00 which TDOT confirmed qualifies for the 80/20 match. (\$15,560 Federal, \$3,890 Local Agency)

The services include inspection and TDOT Local Programs monthly reporting due in part to extra time related to delays with a vendor supplying a traffic signal mast arm and pole. This delay was industry wide and unforeseen. A letter is attached from the vendor explaining the delay. The additional inspector time of 62 hours and project manager time of 94 hours is represented with this supplement.

For your understanding, the CEI total cost in terms of percentage of construction still finished at 17.3% of the construction contract, which TDOT recognizes is typical for this size project. All other terms and conditions of this effort was in accordance with the original contract document.

We certainly appreciated the opportunity to work with the City of Oak Ridge on this project. Assuming the above outlined terms of this Contract Supplement are acceptable, please have this document signed in the space provided below and return one copy for our records.

AUTHORIZATION TO INCREASE TASK 3.2 CEI BUDGET FROM \$71,500.00 to \$90,950.00:

By: _____ Date: _____
Signature

Printed

Please give me a call if you have questions or require additional information.

Sincerely,



David A. Sparks, PE
CEI Project Manager

Copy: Brain Haas, CCI

RESOLUTION

A RESOLUTION TO AMEND RESOLUTION 5-28-2016, WHICH RESOLUTION APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH CANNON & CANNON, INC., KNOXVILLE, TENNESSEE, FOR ENGINEERING SERVICES RELATED TO THE OAK RIDGE TURNPIKE INTERSECTION PEDESTRIAN SAFETY IMPROVEMENTS PROJECT, TO INCREASE THE COMPENSATION BY \$19,450.00.

WHEREAS, by Resolution 5-28-2016, City Council authorized a professional services agreement with Cannon & Cannon, Inc., Knoxville, Tennessee, for engineering services related to the Oak Ridge Turnpike Intersection Pedestrian Safety Improvements Project in the estimated amount of \$96,000.00; and

WHEREAS, by Resolution 11-92-2018, City Council authorized an amendment to the resolution and resulting agreement to increase the compensation by \$31,500.00 for a new total not to exceed amount of \$127,500.00; and

WHEREAS, due to a delivery delay by the manufacturer, final completion of the construction project was delayed, however, construction engineering and inspection (CEI) costs by Cannon & Cannon, Inc., still accumulated due to a requirement by the Tennessee Department of Transportation for monthly reports; and

WHEREAS, the additional cost by Cannon & Cannon, Inc., for the services is \$19,450.00; and

WHEREAS, this project is funded through an Transportation Alternative Program (TAP) grant from TDOT using an 80/20 split (approved through Resolution 12-134-2015), and TDOT has agreed to fund eighty percent (80%) of this request with the City's portion being twenty percent (20%) or \$3,890.00; and

WHEREAS, the City Manager recommends an amendment to Resolution 5-28-2016 and the resulting agreement to authorize additional compensation for the CEI 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 Resolution 5-28-2016, as amended by Resolution 11-92-2018, which resolution authorized a Professional Services Agreement with Cannon & Cannon, Inc., Knoxville, Tennessee, for engineering services related to the Oak Ridge Turnpike Intersection Pedestrian Safety Improvements Project, is hereby amended to increase the compensation by \$19,450.00 for a new total not-to-exceed amount of \$146,950.00.

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

This the 12th day of November 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
19-126

DATE: November 5, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director *SAW*
FROM: Patrick S. Berge, P.E., Utility Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE EMERGENCY REPAIR OF THE H-40 DRIVE FOR THE CLARIFIERS 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 Southern Sales/Evoqua Water Technologies, Nashville, TN, for the furnishing of labor, materials, equipment and supplies necessary to perform emergency repairs to the H-40 drive for one (1) clarifier at the Turtle Park Wastewater Treatment Plant, in an amount not to exceed \$70,000.

Funding

Funding is available from the Waterworks Fund.

Analysis

The City of Oak Ridge is required to treat wastewater received from the City at the Turtle Park Wastewater Treatment Plant to the standards set by TDEC through the plant's NPDES permit. The main drive on one (1) clarifier at the Turtle Park Wastewater Treatment Plant failed at the beginning of October. This drive is approximately 25 years old and has served its useful life. The City contacted the regional representative of the provider of the drive equipment to determine what would be necessary to repair the drive. A temporary repair was made, which allowed the City to maintain compliance under dry conditions, but a new drive is needed. The manufacturer can provide a new drive in November, which will allow the City to bring the plant back up to full treatment capacity, prior to entering a season with higher chances of precipitation and subsequent flows. Failure to do so would leave the plant vulnerable to failure during wet weather and place the repair at a date to be determined by the availability of equipment from the manufacturer. The inability to treat high flows could result in a violation of our NPDES Permit.

Due to the above issues, Public Works consulted with the Legal Department and chose to make emergency repairs to the drive at the wastewater plant.

The sole sourcing of this project is necessary due to the constraints of placing this drive in service using the existing clarifier and equipment in place provided by Evoqua Water Technologies. The City contacted Evoqua to determine if alternatives existed to this source and have been provided with a letter indicating that Southern Sales is the sole source available.

Recommendation

Staff recommends awarding this bid to Southern Sales/Evoqua Water Technologies, Nashville, TN. This is a sole source emergency repair and has been evaluated by Public Works staff and determined to be an appropriate and necessary repair.

Attachment(s)
Evoqua Sole Source Letter and Quotation
Resolution

Shira McWaters for Patrick Berge
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
Mark S. Watson

Nov 6 2019
Date



City Of Oak Ridge, Tennessee

To whom it may concern:

This is to confirm that Evoqua Water Technologies is the sole source for Envirex™ Jet-Tech™, and Aqua-Lator™ systems.

Our Installation Services Department is made up of Evoqua Employees whom have been specifically trained to install Evoqua equipment. Our Field Foreman are certified to, in writing, commission our equipment and thus activating the warranty on both materials and service. All members of the Evoqua installation team are trained in not only Evoqua Equipment installation, but Evoqua's robust safety program the Evoqua Loss Prevention system. (ELPS)

Southern Sales is our Sales Representative in this area.

No one else is authorized to sell, solicit or manufacture our products and services in your area.

If you should have any questions regarding this matter, please feel free to contact me.

Randy Sowell

ASR

EVOQUA WATER TECHNOLOGIES

Office 229-227-8711

Mobile 229-403-0445

Randy.Sowell@evoqua.com

Evoqua Water Technologies LLC proposes to sell and ship F.O.B. Evoqua shipping point with freight allowed to the jobsite, the following equipment in accordance with the Conditions of Sale shown on the following page.

ITEM NO.	QUANTITY	DESCRIPTION	PRICE
1	1	New H40AHT Drive 603-81657-80	\$32,000
2	1	Construction Services to install new drive	\$38,000

New H40 ALT shall be provided fully factory assembled and painted. Construction services to install and commission the machine.

Evoqua will not supply any O & M Manual information in a format that can be changed by the customer or end user. In like manner, the drawings that accompany our O & M Manual can be sent in an electronic format, but they will be in a secure unchangeable format.

QUOTATION VALID: This quotation is valid for a period of Ninety (90) days unless extended in writing by Evoqua.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

PAYMENT AND PRICE TERMS: The terms of payment are Net 30 after completed installation.

Price does not include:

- Concrete work or modifications.
- Any Electrical work.

SCHEDULE: Construction is an estimated 5-6 days' time on site. The lead time for the equipment is 1 week.

CLARIFICATIONS: The Clarifier shall be drained, and washed down in a reasonable manor prior to the start of construction by the client. Evoqua shall be responsible for crane costs. Evoqua shall be responsible for removal of all scrap, however if the client wishes to salvage any of existing material, Evoqua will lay it in an area designated by the client so that the client has first refusal rights to any recycling monies. Client is responsible to lock out the electrical to the equipment. Client is to have the tank drained and allow Evoqua access to them.

MANUALS: Evoqua will provide a PDF for an H drive replacement manual.

WARRENTY: Evoqua shall warrant all materials and labor for one year after successful installation

Quotation Submitted by Evoqua Water Technologies LLC: Douglas Pimlott

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Company Name

Acknowledged by Seller:

Evoqua Water Technologies LLC

By: _____

Date: _____

by: _____

Date: _____

.....

SITE BUILT ERECTION PROPOSAL

Evoqua Water Technologies (EWT) proposes to furnish labor, and expendable materials to erect the equipment purchased on EWT's Proposal Number 2019-329786.

The scope of work and responsibilities for the work is as defined below:

- 1 ES EWT is responsible for offloading the equipment supplied by EWT.
- 2 ES EWT erection responsibility begins at the point of flow into the erected equipment and ends at the point of flow from the erected equipment. Connections to and from the erected equipment is not by EWT.
- 3 ES EWT is responsible for installing supplied accessories and/or equipment mounted on the Clarifier or attached to the exterior of the plant by normal fabrication and welding procedures.**
- 4 ES EWT is responsible for providing the necessary construction equipment for erection (welding machines, cutting equipment, cranes etc.).**
- 5 ES EWT is responsible for setting the Drive.
- 6 ES EWT is responsible for mounting electrical units or accessories supplied by EWT on the erected equipment.**
- 7 ES EWT standard field welding is in the flat, horizontal and vertical down positions.
- 8 ES EWT is responsible for surface preparation or coating of field welds as a part of the equipment erection.
- 9 ES EWT is not responsible for any excavation and backfilling necessary for erection of the equipment.

10 ES EWT is not responsible for any field concrete work associated with this job.

11 ES The Purchaser shall assume full responsibility for the foundation and soil on which the tank rests to properly support the weight of the tank and contents.

12 ES The Purchaser shall be responsible for providing a lay down area suitable for equipment storage

13 ES EWT shall not be responsible for filling and testing tanks for leakage.

GENERAL TERMS AND CONDITIONS FOR FIELD ERECTION WORK

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.
2. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. EWT shall be responsible for the clean up and removal of trash, scrap materials, etc., left from EWT' erection work.
3. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow EWT's erection crew to perform work during all weather conditions. Should EWT have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate EWT for cost incurred and agrees EWT shall be indemnified and held harmless from all loss or

damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

4. EWT' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by EWT, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to EWT acceptance of the erection job, EWT shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by EWT due to such conflict the Purchaser hereby agrees to reimburse EWT for the additional costs incurred.

EWT is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by EWT at the site shall be as determined by EWT. The purchaser shall not define working hours, number of work days per week or prohibit EWT from working evenings, weekends, holidays, etc., when deemed to be advisable by EWT.

5. INSURANCE

During the period of erection of the equipment contemplated herein, EWT will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

6. UNLOADING OF EQUIPMENT

EWT is responsible for unloading of equipment which is to be erected by EWT. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

7. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion EWT shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with EWT' erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that EWT is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided-and stored until EWT installation is scheduled.

8. PREPARATION FOR START-UP OF ERECTED EQUIPMENT

Upon completion of erection, EWT shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by EWT are discovered by the Purchaser while

performing this work, the Purchaser shall immediately notify EWT so that corrective action can be taken.

EWT is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

9. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of EWT crews to begin erection; and for any backordered material delivered to Purchaser after departure of EWT's erection crews. EWT shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

10. BACKCHARGES

EWT will accept no backcharges for any reason, which have not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact EWT and receive written authorization prior to incurring any costs related to backcharges.

11. LICENSES AND PERMITS

Unless specifically stated in EWT' erection proposal, EWT is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

12. (a) EWT shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event EWT is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, EWT shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

13. EWT reserves the right to subcontract any of the work to one or more subcontractors.

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

- Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
- Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
- Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in

connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SOUTHERN SALES COMPANY, NASHVILLE, TENNESSEE, FOR EMERGENCY REPAIR SERVICES TO THE A CLARIFIER AT THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$70,000.00.

WHEREAS, the City is the owner and operator of the Turtle Park Wastewater Treatment Plant; and

WHEREAS, the main drive on one of the clarifiers at the plant has failed and is in need of an emergency replacement; and

WHEREAS, the City has obtained a temporary repair to while a replacement drive is ordered; and

WHEREAS, due to the existing clarifier and equipment being provided by Evoqua Water Technologies, Southern Sales Company, Nashville, Tennessee, is the sole provider in the area for the replacement drive; and

WHEREAS, due to the emergency nature of the needed repair, the City Manager recommends the competitive bid process be waived and City Council authorize a contract with Southern Sales Company as the sole source provider for labor, materials, equipment and supplies necessary to install a new replacement drive for the clarifier.

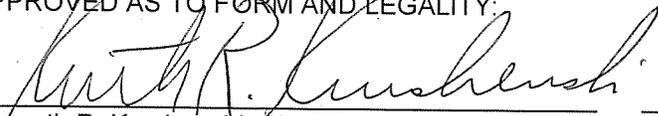
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager to waive competitive bids is approved and the City is hereby authorized to enter into a contract with Southern Sales Company, Nashville, Tennessee, as the sole source provider for Evoqua Water Technologies products; said contract for labor, materials, equipment, and supplies to install a new replacement drive to the clarifier at the Turtle Park Wastewater Treatment Plant in an amount not to exceed \$70,000.00.

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

This the 12th day of November 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
19-115

DATE: November 5, 2019

TO: Mark S. Watson, City Manager

THROUGH: Shira A. McWaters, P.E., Public Works Director *SAM*

FROM: Roger Flynn, P.E., City Engineer

SUBJECT: ROW ACCEPTANCE AND DEEDING OF PROPERTY: A PORTION OF ENRICHMENT STREET AND HERITAGE CENTER BOULEVARD

Introduction

An item for City Council's consideration is a resolution dedicating a portion of Enrichment Street and Heritage Center Boulevard rights-of-way and accepting ownership of a portion of Enrichment Street rights-of-way. The resolution will also authorize the City Manager to negotiate a Memorandum of Understanding (MOU) or agreement whereby the US Department of Energy (DOE) and Heritage Center, LLC will fund and complete repairs and improvements needed on these street sections.

Funding

No City funding is associated with this item.

Consideration

Public right-of-way for Heritage Center Boulevard at East Tennessee Technology Park (ETTP) ends near portal four (4) just south of the intersection of Heritage Center Boulevard and Enrichment streets. At present access to building K-1652 which houses fire station 4 and the future K-25 History Center that will be part of the Manhattan Project National Historical Park is via privately owned roadways. DOE owns two portions of the roadway and Heritage Center, LLC owns the remaining section, which is the section, located in front of the city's fire hall and future K-25 History Center. The City, DOE and Heritage Center, LLC agree these facilities should be located on a public street.

The proposed MOU or agreement serves as the general roadmap for the transition of portions of Enrichment Street and Heritage Center Boulevard to the City, and the City's intent to accept responsibility of the sections of road within the boundaries of ETTP. A punch list specifying repairs and improvements needed to make these roadways acceptable for public ownership has been generated by Public Works and will become an attachment to any MOU or agreement.

DOE has requested the City formally accept the portions of Heritage Center Boulevard and Enrichment Street shown on the attached drawings for perpetual maintenance purposes upon completion of activities to be specified in the MOU or agreement and associated punch list.

Heritage LLC has requested the City to accept their portion of the Enrichment Street shown on the attached drawings for fee-simple ownership, also upon completion of activities identified in the MOU or agreement and associated punch list.

Upon approval of the resolution, the following must occur prior to the city acceptance, maintenance, and/or ownership of the Enrichment Street and Heritage Center rights-of-way:

- Outstanding work items, as outlined in the MOU or agreement and associated punch list, must be completed by the responsible party(s).
- Heritage LLC must deed the portion of Enrichment Street they own to the City.
- A Final Plat that identifies publicly dedicated/deeded roadways must be filed in the Roane County Register of Deeds Office.

The Planning Commission considered the aforementioned final plat and the proposed acceptance of infrastructure at their September 19, 2019 meeting and took the following action:

Recommended Council **approval** of the acceptance of infrastructure subject to the following conditions:

- An agreement is finalized between the City of Oak Ridge, DOE, and Heritage LLC, which includes a punch list generated by Public Works, and a timetable for completion of all punch list items.

The Planning Commission recommended **approval** of the plat subject to the following conditions:

- The infrastructure shown for acceptance, and the portion of property shown to be deeded to the City, are both approved by City Council.
- All staff comments on the plat must be addressed.

Recommendation

Approval of the attached resolution is recommended.



Roger Flynn, P.E., City Engineer

Attachments: Final Plat – Enrichment Street
Punch List
Survey for Heritage Center, LLC transfer
Project Layout
Survey for DOE transfer
Resolution

City Manager's Comments:

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

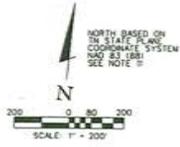


Mark S. Watson

Nov 6, 2019
Date

ATTACHMENT A, TRANSITION ACTIVITIES

Road Name		Description	Responsibility
	1	1 ½" Mill and overlay existing roadway from RR track west along Enrichment Street for approximately 1,120 feet. 1 ½" Mill and overlay 130' north of existing ROW for Heritage Center Blvd plus approximately 300 feet of paving east of RR Tracks along Enrichment Street up to Heritage Center Blvd.	DOE
	2	After overlay, add original striping (4" solid double yellow line for centerline of road, 4" solid white line along both edges of roadway).	DOE
	3	Install 6 crosswalks where pedestrians cross two side streets, in front of history, east of railroad track across entrance to parking, and at intersection with Heritage Center Center Blvd. Black out one existing crosswalk near Portal 4 east of RR tracks.	DOE
	4	Install proper signage for all crosswalks.	DOE
	5	Install paint striping for on-street parallel parking and at both ends of parallel parking at two cross streets.	DOE
	6	Adjust area drain or paving so on street water can get to existing DI near existing guard building to remain (corner with Heritage Ctr Blvd).	DOE
	7	Provide HC ramps as needed at all street crossings where crosswalks are to be painted.	DOE
	8	Remove overhang at small guard shack so that it is not in right-of-way	DOE
Enrichment Street	9	Verify that no utility easements are need across proposed right-of-way	DOE
	10	Provide appropriate stripping at short term parking area across from bus drop-off	DOE
	11	Provide 4" diagonal markings on either side of railroad track.	DOE
	12	Verify sidewalks meet ADA requirements or make change so that they do meet ADA requirements.	DOE
	13	Install railroad spike at each end of Enrichment Street as shown on Plat.	DOE

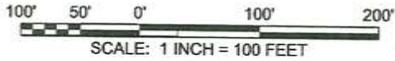


LEGEND

	CATCH BASIN		AREA DRAIN
	16.3 PIPE		PARAPET
	12.5 PIPE		ELECTRIC POWER LINE
	8.0 PIPE		SEWER
	CONTROL PIPE		WATER
	REINFORCED CONCRETE PIPE		SEWER
	CORRUGATED METAL PIPE		SEWER
	STEEL STRIP PIPE		SEWER
	12.5 PIPE		SEWER
	8.0 PIPE		SEWER
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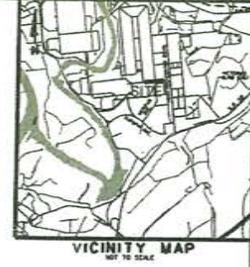


NORTH BASED ON
TN STATE PLANE
COORDINATE SYSTEM
NAD 83 (88)
SEE NOTE 4

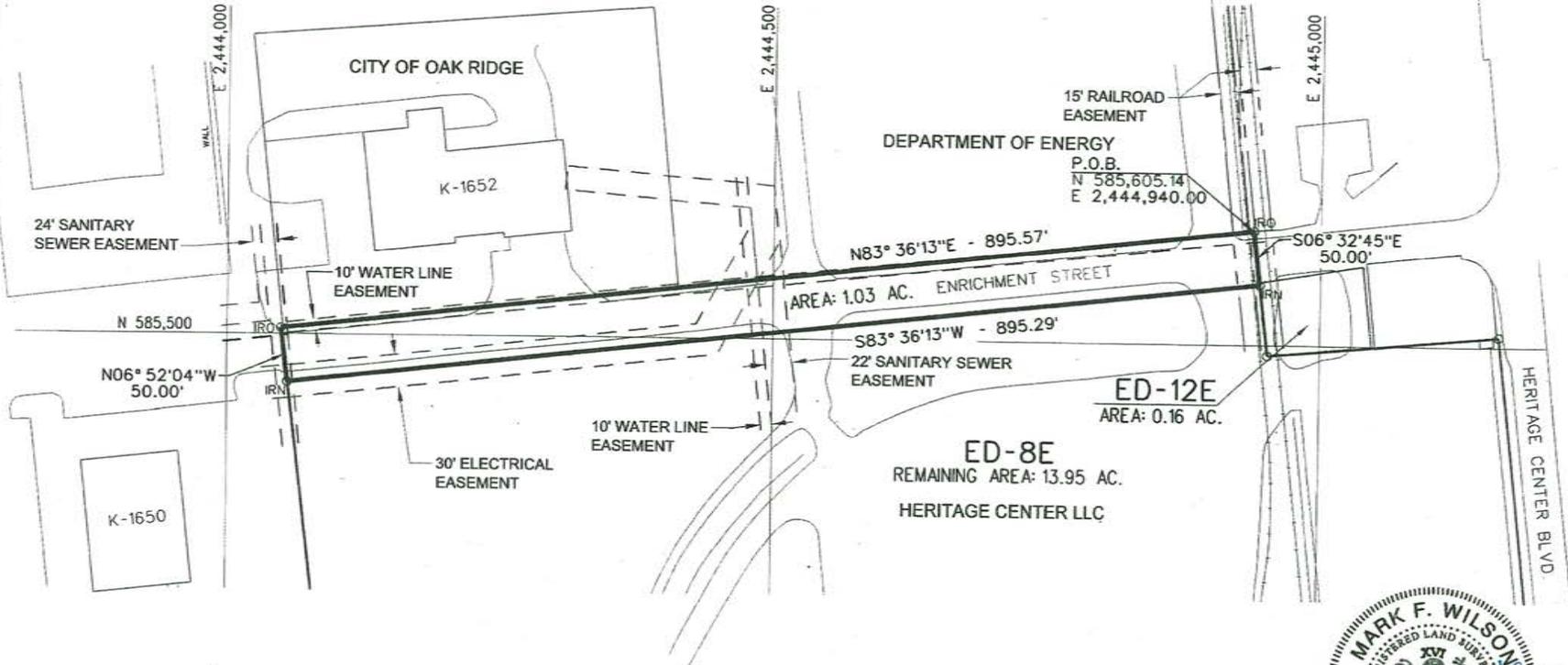


NOTES:

1. TAX MAP 30, PART OF PARCEL 1.16
2. DEED REFERENCE DB 1365, PG. 36
3. IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED UNLESS OTHER MONUMENTATION IS NOTED ON DRAWING.
4. ALL COORDINATES, BEARINGS AND DISTANCES ARE BASED ON TN STATE PLANE COORDINATES SYSTEM AND NAD 83 (88). NO DATUM ADJUSTMENT (SCALE FACTOR) IS APPLIED TO REFLECT THE DISTANCES AT GROUND LEVEL. (88) REFERS TO THE YEAR IN WHICH MARTIN MARIETTA ENERGY SYSTEM (MMES) ESTABLISHED G.P.S. MONUMENTS ON THE OAK RIDGE RESERVATION USING VALUES PUBLISHED IN 1986 BY THE TN DEPARTMENT OF TRANSPORTATION WHICH TIED THE MMES GPS MONUMENTS TO THE TN GEODETIC REFERENCE NETWORK SYSTEM.



BARGE
DESIGN SOLUTIONS
520 West Burnside Hill Drive # 504 • Suite 1100 • Knoxville, Tennessee 37903
PHONE (615) 837-5115 • FAX (615) 873-8584



Certificate of Survey
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:15000 as shown hereon. This survey has been prepared in accordance with The Standards of Practice for Land Surveys in the State of Tennessee.

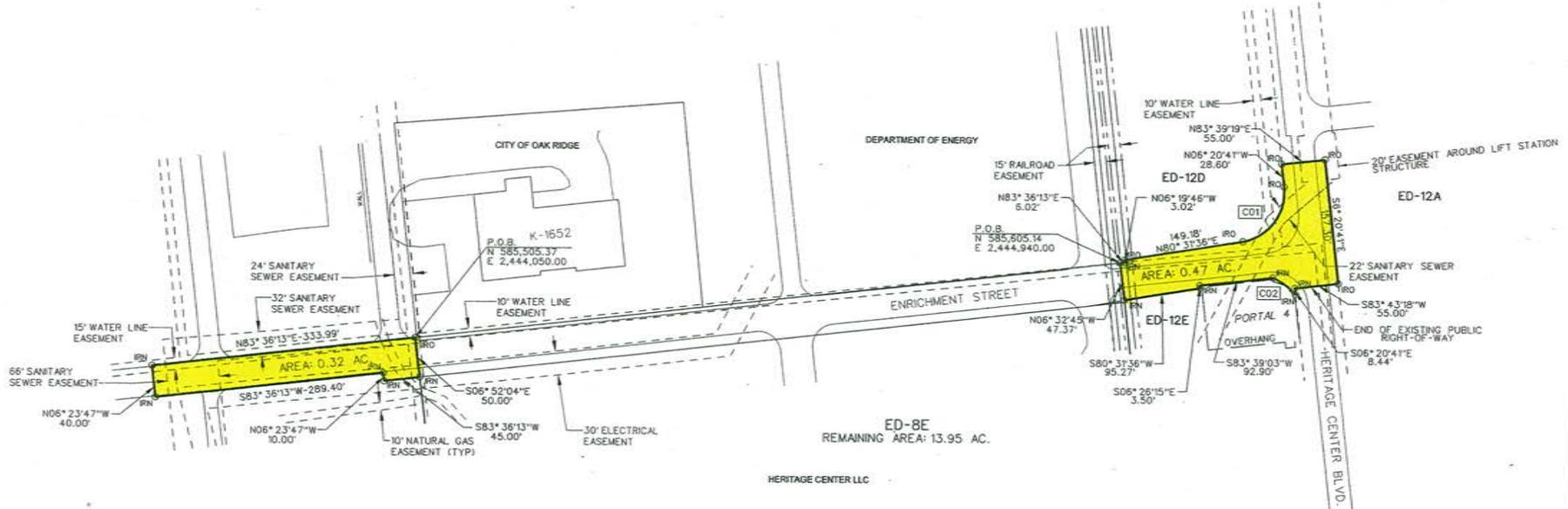
Mark F. Wilson
Date: 10-3-19
Tenn. Reg. No. 1733



EXHIBIT "D"
PORTION OF ED-8E
FOR CONVEYANCE TO
CITY OF OAK RIDGE



VICINITY MAP

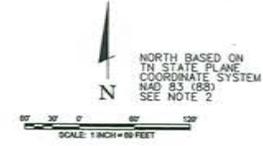


Certificate of Survey
I hereby certify that this is a category 1 survey and the ratio of precision of the unadjusted survey is 1:10000 as shown herein. This survey has been prepared in accordance with The Standards of Practice for Land Surveys in the State of Tennessee.
Date: 8-15-17
Mark F. Wilson
Tenn. Reg. No. 1733

NOTES:

- IRON RODS WITH CAPS SET AT ALL CORNERS NOT RECOVERED UNLESS OTHER MONUMENTATION IS NOTED ON DRAWING.
- ALL COORDINATES, BEARINGS AND DISTANCES ARE BASED ON TN STATE PLANE COORDINATES SYSTEM AND NAD 83 (88). NO DATUM ADJUSTMENT (SCALE FACTOR) IS APPLIED TO REFLECT THE DISTANCES AT GROUND LEVEL. (88) REFERS TO THE YEAR IN WHICH MARTIN MARIETTA ENERGY SYSTEM (MMES) ESTABLISHED G.P.S. MONUMENTS ON THE OAK RIDGE RESERVATION USING VALUES PUBLISHED IN 1999 BY THE TN DEPARTMENT OF TRANSPORTATION WHICH TIED THE MMES GPS MONUMENTS TO THE TN GEODETIC REFERENCE NETWORK SYSTEM.

CURVE NO.	RADIUS	LENGTH	CHORD BEARING & DISTANCE.
C01	63.00'	95.52'	N37° 05' 27" E 86.63'
C02	72.00'	36.26'	N53° 36' 49" W 35.88'



DEPARTMENT OF ENERGY
OAK RIDGE RESERVATION, TN
R.O.W. EASEMENT
FOR PORTION OF 7TH STREET
at
HERITAGE CENTER
AUGUST 2019

RESOLUTION

A RESOLUTION TO DEDICATE A PORTION OF ENRICHMENT STREET AND A PORTION OF HERITAGE CENTER BOULEVARD RIGHTS-OF-WAY TO THE CITY AT THE EAST TENNESSEE TECHNOLOGY PARK (ETTP) NEAR FIRE STATION #4, TO ACCEPT OWNERSHIP OF A PORTION OF ENRICHMENT STREET RIGHT-OF-WAY, AND TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AN AGREEMENT OR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY, THE U.S. DEPARTMENT OF ENERGY, AND HERITAGE CENTER LLC REGARDING NEEDED REPAIRS TO ENRICHMENT STREET AND A PORTION OF HERITAGE CENTER BOULEVARD.

WHEREAS, the City is the owner and operator of Fire Station #4 located in the East Tennessee Technology Park (ETTP), which station is adjacent to Enrichment Street; and

WHEREAS, either end of Enrichment Street is owned by the U.S. Department of Energy (DOE) and the middle of the street is owned by Heritage Center LLC, which street is accessed from Heritage Center Boulevard; and

WHEREAS, the City, DOE, and Heritage Center LLC are in the process of developing a Memorandum of Understanding (MOU) or other legal agreement(s) to serve as a roadmap for the transition of a portion of Enrichment Street and a portion of Heritage Center Boulevard to the City and the City's intent to accept responsibility for said roadways; and

WHEREAS, the MOU or other agreement(s) will set forth certain repair items that must be completed to make these roadways acceptable for public ownership; and

WHEREAS, DOE will dedicate to the City the rights-of-way for the DOE-owned portion of Enrichment Street and the portion of Heritage Center Boulevard; and

WHEREAS, Heritage Center LLC will dedicate the right-of-way for the Heritage-owned portion of Enrichment Street and deed the underlying property to the City; and

WHEREAS, at its regular meeting on September 19, 2019, the Oak Ridge Municipal Planning Commission recommended to City Council acceptance of the roadway and sidewalk infrastructure for perpetual maintenance subject to finalization of an agreement or MOU which includes a punch list of items to be completed and a timetable for completion of said items, and approved the plat subject to addressing all staff comments on the plat and acceptance by City Council of the infrastructure; and

WHEREAS, the City Manager recommends acceptance of right-of-way from DOE and Heritage Center LLC for Enrichment Street and a portion of Heritage Center Boulevard, as well as acceptance of the deed from Heritage Center LLC, and requests authorization to negotiate the MOU or other legal agreement(s) needed to address the punch list items and timetable for completion.

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

That the recommendations of the City Manager are approved and the City Manager is hereby authorized to negotiate a Memorandum of Understanding (MOU) or other legal agreement(s) with the U.S. Department of Energy (DOE) and Heritage Center LLC regarding the acceptance of Enrichment Street and a portion of Heritage Center Boulevard located at the East Tennessee Technology Park (ETTP) setting forth the punch list of work items to be completed and the timetable for such completion in order to make the roadways acceptable for public ownership.

BE IT FURTHER RESOLVED that, subject to completion of the terms of the MOU or other legal agreement(s) as negotiated by the City Manager, the City hereby accepts the rights-of-way for Enrichment Street and a portion of Heritage Center Boulevard for the roadway and sidewalk, as well as a deed from Heritage Center LLC for their portion of Enrichment Street.

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**PERSONNEL DEPARTMENT MEMORANDUM
19-145**

DATE: October 31, 2019
TO: Mark Watson, City Manager
FROM: Bruce M. Applegate, Director of Administrative Services
SUBJECT: 2020 ANNUAL CLASSIFICATION PLAN AND COMPENSATION PLAN UPDATE(S)

Introduction

An item for the agenda is a resolution approving annual Calendar Year 2020 Classification Plan updates and 2020 Compensation Plan updates. The Classification Plan and Compensation Plan are both adopted by resolution and reflect all changes that have been brought before the City Manager and Personnel Advisory Board during the fiscal year.

Funding

Funding for this item has been allocated in the City Council adopted Fiscal Year 2020 Budget (Ord.18-2019).

Review

City staff routinely present the Personnel Advisory Board proposed adjustments to both the City's Classification Plan and City's Compensation Plan throughout the year. Article 4.2 of the Personnel Plan requires the proposed changes are to be officially approved by City Council through resolution.

Adjustments to the Classification Plan represent a reallocation of current personnel, and do not indicate a change in current staffing practices.

Classification Plan Update

New positions added to the Classification Plan include: Executive Intern (1009, Grade L), Assistant to the City Manager (1102, Pay Grade N), Public Safety Dispatcher Trainee (3032, Grade H), and Personnel Director (1807, Pay Grade U)

The following position had a change in exempt status: Utility Operations & Maintenance Field Supervisor (6010, Grade N) has been changed from exempt to non-exempt.

The following positions had a change in Pay Grade: Public Safety Dispatcher (3033, Grade H) to Public Safety Dispatcher (3033, Grade I), and Sr. Communications Specialist (1708, Grade M) to Sr. Communications Specialist (1708, Grade N).

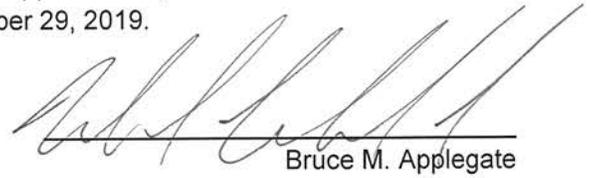
Compensation Plan Update

The attached Compensation Plan has been amended to incorporate the above listed Classification Plan position changes, as well as the mid-year one-percent (1%) adjustment to the salary scale. The 1% salary scale adjustment will not apply to the current Fire Department Pay Scale as the changes made in July incorporated cost of living adjustments.

Recommendation

The Personnel Advisory Board met on November 6, 2019 to review all recommended updates to the attached 2020 Classification and Compensation Plans. The Board voted during the November 6, 2019 meeting to 1.) Approve the consolidated plans reflecting all changes made to the Calendar Year 2019 Classification and Compensation Plans and 2.) Formally submit the documents to City Council for adoption. The motions to approve updates to both the 2020 Classification Plan and 2020 Compensation Plan, and submit to City Council were unanimously approved

Staff recommends adoption of the attached resolution that will approve an updated Classification and Compensation Plan for Calendar Year 2020, effective December 29, 2019.



Bruce M. Applegate
Director of Administrative Services

Attachments: Calendar Year 2020 Classification Plan
Compensation Plan Update
Resolution

City Manager's Comments:

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


Mark S. Watson
Date

CLASSIFICATION PLAN - FY 2020							
CLASS CODE	SALARY RANGE	CLASS TITLE	FLSA	CLASS CODE	SALARY RANGE	CLASS TITLE	FLSA
1000		ADMINISTRATIVE SERIES				PERSONNEL SERVICES	
1003	N	City Clerk	E	1801	V	Director of Administrative Services	E
1004	I	Deputy City Clerk II	N	1807	U	Personnel Director	E
1005	G	Deputy City Clerk I	N	1802	Q	Human Resources Manager	E
1009	L	Executive Intern	N	1803	O	Human Resources/Risk Program Administrator	E
1006	D	Administrative Intern III	N	1805	O	Human Resources Benefits Administrator	E
1007	C	Administrative Intern II	N	1806	K	Human Resources Associate	N
1008	B	Administrative Intern I	N				
				2000		LIBRARY SERIES	
		OFFICE & ADMINISTRATIVE SERVICES					
1102	N	Assistant to the City Manager	E	2001	U	Library Director	E
1105	M	Court Clerk	N	2002	O	Library Operations Manager	E
1107	G	Deputy Court Clerk	N	2004	M	Librarian	N
1108	I	Printing Services Specialist	N	2005	H	Library Assistant	N
1110	K	Administrative Associate IV	N	2008	E	Library Clerk	N
1109	J	Administrative Associate III	N	2009	A	Library Page	N
1104	I	Administrative Associate II	N				
1103	G	Administrative Associate I	N	3000		PUBLIC SAFETY SERIES	
		FINANCE & ACCOUNTING				FIRE OPERATIONS	
				3001	W	Fire Chief	E
1201	V	Finance Director	E	3003	T	Assistant Chief of Operations	E
1215	T	Accounting Manager	E	3002	T	Fire Marshal	E
1202	P	Purchasing Manager	E	3005	G1	Battalion Chief	N
1204	P	Utility Business Manager	E	3012	E1	Fire Projects Officer	N
1304	M	Purchasing & Inventory Specialist	N	3006	F1	Fire Captain-EMT	N
1212	N	Grants and Compliance Coordinator	N	3009	F2	Fire Captain-Paramedic	N
1209	O	Accountant III	E	3006	F1A	Fire Captain-EMT(2080)	N
1206	N	Accountant II	N	3009	F2A	Fire Captain-Paramedic(2080)	N
1203	M	Accountant I	N	3007	B1	Fire Fighter I/Engineer	N
1207	K	Utility Account Analyst II	N	3013	B2	Fire Fighter II/Engineer	N
1210	J	Utility Account Analyst I	N	3014	C1	Fire Fighter I/Engineer - EMT	N
1208	I	Utility Service Technician	N	3015	C2	Fire Fighter II/Engineer -EMT	N
1211	G	Customer Service Representative	N	3016	D1	Fire Fighter I/Engineer - Paramedic	N
1306	F	Warehouse Specialist	N	3017	D2	Fire Fighter II/Engineer -Paramedic	N
1305	J	Fiscal Associate III	N	3008	A1	Fire Fighter - Trainee(no exp)	N
1307	I	Fiscal Associate II	N	3018	A2	Fire Fighter EMT Trainee	N
1308	G	Fiscal Associate I	N	3019	A3	Fire Fighter Paramedic Trainee	N
				3020	M	Fire Inspector	N
		LEGAL SERVICES				POLICE OPERATIONS	
1401	U	Senior Staff Attorney	E			Police Chief	E
1402	R	Staff Attorney	E	3021	W	Deputy Police Chief	E
1403	M	Paralegal	N	3022	T	Police Captain	E
		COMMUNITY DEVELOPMENT		3024	Q	Police Lieutenant	N
				3025	N	Police Sergeant	N
1503	U	Community Development Director	E	3027	J	Police Officer	N
1503	Q	Community Development Specialist	E	3028	I	Police Officer Trainee	N
1505	P	Senior Planner	E				
1507	O	Code Enforcement Supervisor	E			POLICE ADMINISTRATION	
1506	M	Planner	N	3031	K	Crime Analyst	N
1508	M	Senior Code Enforcement Inspector	N	3032	H	Public Safety Dispatcher - Trainee	N
1509	K	Code Enforcement Inspector	N	3033	I	Public Safety Dispatcher	N
1510	I	Mapping Technician	N	3035	L	Records Specialist Quality Control Supervisor	N
1511	I	Permit Associate	N	3036	G	Records Specialist	N
1512	K	GIS Technician	N	3038	B	School Crossing Guard	N
		INFORMATION SERVICES				ANIMAL CONTROL	
				3041	J	Animal Control Supervisor	N
1701	V	Govt' Affairs & Information Services Director	E	3042	H	Animal Control Officer	N
1702	T	IS Systems Manager	E	3043	D	Animal Shelter Attendant	N
1703	R	Systems Development Administrator	E				
1711	P	System Administrator	E				
1704	N	Public Safety System Administrator	E				
1706	N	Network Server Technician	E				
1712	P	GIS Coordinator	E				
1705	N	GIS Analyst	E				
1707	I	IS Specialist I	N				
1710	K	IS Specialist II	E				
1712	L	Web & Database Developer	E				
1708	N	Sr. Communications Specialist	E				
1709	L	Communications Specialist	E				

CLASSIFICATION PLAN -FY 2020 (Continued)							
CLASS CODE	SALARY RANGE	CLASS TITLE	FLSA	CLASS CODE	SALARY RANGE	CLASS TITLE	FLSA
4000		RECREATION & PARKS SERIES		6000		PUBLIC WORKS OPERATIONS SERIES	
		RECREATION PROGRAM OPERATIONS				ENGINEERING	
4001	U	Recreation & Parks Director	E	6011	T	City Engineer	E
4103	O	Recreation Manager II	E	6012	R	Senior Civil Engineer	E
4003	N	Recreation Manager I	E	6013	Q	Civil Engineer	E
4004	L	Recreation Program Supervisor	N	6014	O	Civil Project Manager	E
4012	L	Recreation Program Specialist	N	6015	K	Civil Project Specialist	N
4005	J	Recreation Program Coordinator	N	6016	K	Engineer Project Inspector	N
4008	F	Recreation Assistant II	N	6017	M	Stormwater Program Coordinator	E
4011	E	Recreation Assitant I	N	6018	L	Planning Technician	N
4006	B	Senior Recreation Leader	N				
4010	A	Recreation Leader	N			TREATMENT PLANT OPERATIONS	
				6022	Q	Water Works Plant Maintenance Supervisor	E
		PARK MAINTENANCE OPERATIONS	N	6023	O	Treatment Plant Operations Supervisor	N
4021	O	Parks Maintenance Manager	N	6024	J	Senior Treatment Plant Operator	N
4020	J	Parks Maintenance Crew Chief	N	6025	I	Treatment Plant Operator	N
4022	I	Park Technician III	N	6026	H	Treatment Plant Apprentice II (WW)	N
4023	H	Park Technician II	N	6028	G	Treatment Plant Operator Technician	N
4024	E	Park Technician I	N	6027	G	Treatment Plant Maintenance Apprentice I (WW)	N
						TREATMENT PLANT MAINTENANCE	
4012	D	Pool Supervisor	N	6032	M	Treatment Plant Maintenance Foreman	N
4013	B	Senior Lifeguard	N	6036	L	Treatment Plant Control Specialist	N
4014	A	Lifeguard	N	6033	K	Treatment Plant Machinist	N
		AQUATICS PROGRAM OPERATIONS		6035	I	Treatment Plant Maintenance Technician	N
5000		ELECTRIC OPERATIONS SERIES		6038	H	Treatment Plant Maintenance Apprentice II	N
				6037	G	Treatment Plant Maintenance Apprentice I	N
		ELECTRIC DEPARTMENT ADMINISTRATION		6041	O	Environmental Compliance Specialist	E
5001	W	Electric Director	E	6043	L	Laboratory Technician II	N
5011	T	Electric Engineer Manager	E	6042	J	Laboratory Technician I	N
5021	T1	Electric Operations Manager	E			UTILITY MAINTENANCE	
5028	P	Senior Engineering Technician	E	6011	Q	Utilities O & M Manager	E
5029	O	Engineering Technician	E	6010	N	Utility O & M Field Supervisor	N
5034	R	Electric Operations Technology Specialist	E	6052	K	Utility Maintenance Foreman	N
				6053	K	Street Maintenance Foreman	N
		ELECTRICAL ENGINEERING		6054	J	Maintenance Specialist - Utility	N
5013	R	Electric Engineer	E	6154	J	Maintenance Specialist - Streets	N
5014	Q	Electric Project Manager	E	6254	J	Maintenance Specialist - Water	N
5015	N	Electric Project Specialist	N	6354	J	Maintenance Specialist - WW	N
				6454	J	Maintenance Specialist - General	N
		ELECTRIC LINE MAINTENANCE OPERATIONS		6055	H	Equipment Operator II (Streets)	N
5022	S1	Electric Operations Supervisor	N	6155	H	Equipment Operator II (Water)	N
5023	R1	Electric Line Supervisor	N	6255	H	Equipment Operator II (WW)	N
5024	CC	Electric Line Technician	N	6059	G	Equipment Operator I (Streets)	N
5025	BB	Electric Line Technician - Apprentice	N	6159	G	Equipment Operator I (Water)	N
5026	AA	Electric Line Technician - Trainee	N	6157	F	Utility Line Locator Technician	N
				6056	F	Utility Maintenance Tech III	N
		TECHNICAL SERVICES		6057	E	Utility Maintenance Tech II	N
5031	S1	Technical Services Supervisor	N	6058	D	Utility Maintenance Tech I	N
5032	R1	Substation Maintenance Supervisor	N			FACILITIES MAINTENANCE	
5035	R1	Power Utility Program Supervisor	N	6071	K	General Maintenance Foreman	N
5036	M	Power System GIS Analyst	N	6072	L	HVAC Technician	N
5037	L	Right of Way Specialist	N	6074	L	Plumber	N
				6075	F	Facilities Maintenance Technician III	N
		TRAFFIC SIGNAL MAINTENANCE		6076	E	Facilities Maintenance Technician II	N
5052	O	Senior Traffic Signal Technician	N	6077	D	Facilities Maintenance Technician I	N
5053	L	Traffic Signal Technician	N	6073	J	Maintenance Specialist - Facilities	N
				6076	J	Maintenance Specialist - Signs & Marking	N
6000		PUBLIC WORKS OPERATIONS SERIES					
						PUBLIC WORKS ADMINISTRATION	
6001	W	Public Works Director	E			FLEET MAINTENANCE	
6003	T	Public Works Utility Manager	E	6081	Q	Street and Fleet Maintenance Manager	E
6002	T	Public Works Operations & Division Manager	E	6082	M	Fleet Maintenance Foreman	N
				6087	L	Fleet Mechanic III	N
				6086	K	Fleet Mechanic II	N
				6083	J	Fleet Mechanic I	N
				6084	I	Fleet Technician II	N
				6085	F	Fleet Technician I	N

Pay Grade	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Range	Final
A	LIBRARY PAGE	\$9.15	\$9.34	\$9.52	\$9.71	\$9.90	\$10.10	\$10.31		\$12.36
A	LIFEGUARD	\$19,032.00	\$19,427.20	\$19,801.60	\$20,196.80	\$20,592.00	\$21,008.00	\$21,444.80		\$25,708.80
A	RECREATION LEADER									
B	ADMINISTRATIVE INTERN I	\$10.06	\$10.27	\$10.48	\$10.68	\$10.89	\$11.11	\$11.34		\$13.59
B	SCHOOL CROSSING GUARD	\$20,924.80	\$21,361.60	\$21,798.40	\$22,214.40	\$22,651.20	\$23,108.80	\$23,587.20		\$28,267.20
B	SENIOR LIFEGUARD									
B	SENIOR RECREATION LEADER									
C	ADMINISTRATIVE INTERN II	\$11.07	\$11.30	\$11.52	\$11.75	\$11.98	\$12.23	\$12.47		\$14.95
		\$23,025.60	\$23,504.00	\$23,961.60	\$24,440.00	\$24,918.40	\$25,438.40	\$25,937.60		\$31,096.00
D	ADMINISTRATIVE INTERN III	\$12.18	\$12.43	\$12.67	\$12.92	\$13.18	\$13.45	\$13.72		\$16.44
D	ANIMAL SHELTER ATTENDANT	\$25,334.40	\$25,854.40	\$26,353.60	\$26,873.60	\$27,414.40	\$27,976.00	\$28,537.60		\$34,195.20
D	FACILITIES MAINTENANCE TECHNICIAN I									
D	POOL SUPERVISOR									
D	UTILITY MAINTENANCE TECH I									
E	FACILITIES MAINTENANCE TECHNICIAN II	\$13.03	\$13.30	\$13.56	\$13.83	\$14.10	\$14.39	\$14.68		\$17.59
E	LIBRARY CLERK	\$27,102.40	\$27,664.00	\$28,204.80	\$28,766.40	\$29,328.00	\$29,931.20	\$30,534.40		\$36,587.20
E	PARKS TECHNICIAN I									
E	RECREATION ASSISTANT I									
E	UTILITY MAINTENANCE TECH II									
F	FACILITIES MAINTENANCE TECHNICIAN III	\$13.94	\$14.22	\$14.51	\$14.80	\$15.09	\$15.40	\$15.70		\$18.82
F	FLEET TECHNICIAN I	\$28,995.20	\$29,577.60	\$30,180.80	\$30,784.00	\$31,387.20	\$32,032.00	\$32,656.00		\$39,145.60
F	RECREATION ASSISTANT II									
F	UTILITY LINE LOCATOR TECHNICIAN									
F	UTILITY MAINTENANCE TECH III									
F	WAREHOUSE SPECIALIST									
G	ADMINISTRATIVE ASSOCIATE I	\$14.92	\$15.21	\$15.52	\$15.83	\$16.15	\$16.48	\$16.80		\$20.14
G	CUSTOMER SERVICE REPRESENTATIVE	\$31,033.60	\$31,636.80	\$32,281.60	\$32,926.40	\$33,592.00	\$34,278.40	\$34,944.00		\$41,891.20
G	DEPUTY CITY CLERK I									
G	DEPUTY COURT CLERK									
G	EQUIPMENT OPERATOR I									
G	FISCAL ASSOCIATE I									
G	RECORDS SPECIALIST									
G	TREATMENT PLANT MAINTENANCE APPRENTICE I									
G	TREATMENT PLANT OPERATOR TECHNICIAN									
H	ANIMAL CONTROL OFFICER	\$16.11	\$16.44	\$16.76	\$17.10	\$17.44	\$17.79	\$18.14		\$21.75
H	EQUIPMENT OPERATOR II	\$33,508.80	\$34,195.20	\$34,860.80	\$35,568.00	\$36,275.20	\$37,003.20	\$37,731.20		\$45,240.00

K	STREET MAINTENANCE FOREMAN									
K	TREATMENT PLANT MACHINIST									
K	UTILITY ACCOUNT ANALYST II									
K	UTILITY MAINTENANCE FOREMAN									
L	COMMUNICATIONS SPECIALIST	\$21.71	\$22.14	\$22.59	\$23.04	\$23.51	\$23.97	\$24.46	\$29.31	
L	EXECUTIVE INTERN	\$45,156.80	\$46,051.20	\$46,987.20	\$47,923.20	\$48,900.80	\$49,857.60	\$50,876.80	\$60,964.80	
L	FLEET MECHANIC III									
L	HVAC TECHNICIAN									
L	LABORATORY TECHNICIAN II									
L	PLANNING TECHNICIAN									
L	PLUMBER									
L	RECORD SPECIALIST QUALITY CONTROL SUPERVISOR									
L	RECREATION PROGRAM SPECIALIST									
L	RECREATION PROGRAM SUPERVISOR									
L	RIGHT OF WAY SPECIALIST									
L	TRAFFIC SIGNAL TECHNICIAN									
L	TREATMENT PLANT CONTROL SPECIALIST									
L	WEB & DATABASE DEVELOPER									
M	ACCOUNTANT I	\$23.01	\$23.48	\$23.94	\$24.43	\$24.91	\$25.42	\$25.92	\$31.07	
M	POWER SYSTEM GIS ANALYST	\$47,860.80	\$48,838.40	\$49,795.20	\$50,814.40	\$51,812.80	\$52,873.60	\$53,913.60	\$64,625.60	
M	COURT CLERK									
M	FIRE INSPECTOR									
M	FLEET MAINTENANCE FOREMAN									
M	LIBRARIAN									
M	PARALEGAL									
M	PLANNER									
M	PURCHASING & INVENTORY SPECIALIST									
M	SR CODE ENFORCEMENT INSPECTOR									
M	STORMWATER PROGRAM COORDINATOR									
M	TREATMENT PLANT MAINTENANCE FOREMAN									
N	ACCOUNTANT II	\$24.86	\$25.36	\$25.86	\$26.38	\$26.91	\$27.42	\$27.99	\$33.56	
N	ASSISTANT TO THE CITY MANAGER	\$51,708.80	\$52,748.80	\$53,788.80	\$54,870.40	\$55,972.80	\$57,033.60	\$58,219.20	\$69,804.80	
N	CITY CLERK									
N	ELECTRIC PROJECT SPECIALIST									
N	GIS ANALYST									
N	GRANTS AND COMPLIANCE COORDINATOR									
N	NETWORK/SERVER TECHNICIAN									
N	POLICE SERGEANT									
N	PUBLIC SAFETY SYSTEM ADMINISTRATOR									
N	RECREATION MANAGER I									
N	SR. COMMUNICATIONS SPECIALIST									
N	UTILITY O & M FIELD SUPERVISOR									
O	ACCOUNTANT III	\$26.85	\$27.39	\$27.93	\$28.49	\$29.06	\$29.64	\$30.23	\$36.24	
O	CIVIL PROJECT MANAGER	\$55,848.00	\$56,971.20	\$58,094.40	\$59,259.20	\$60,444.80	\$61,651.20	\$62,878.40	\$75,379.20	

U	COMMUNITY DEVELOPMENT DIRECTOR		\$42.18	\$43.03	\$43.89	\$44.77	\$45.63	\$46.58	\$47.50		\$54.84
U	PERSONNEL DIRECTOR		\$87,734.40	\$89,502.40	\$91,291.20	\$93,121.60	\$94,910.40	\$96,886.40	\$98,800.00		\$114,067.20
U	LIBRARY DIRECTOR										
U	RECREATION & PARKS DIRECTOR										
U	SR STAFF ATTORNEY										
V	DIRECTOR OF ADMINISTRATIVE SERVICES		\$46.40	\$47.32	\$48.27	\$49.24	\$50.22	\$51.23	\$52.25		\$60.32
V	FINANCE DIRECTOR		\$96,512.00	\$98,425.60	\$100,401.60	\$102,419.20	\$104,457.60	\$106,558.40	\$108,680.00		\$125,465.60
V	IS & GOVT AFFAIRS DIRECTOR										
W	ELECTRIC DIRECTOR		\$51.97	\$53.01	\$54.07	\$55.15	\$56.25	\$57.37	\$58.52		\$67.55
W	FIRE CHIEF		\$108,097.60	\$110,260.80	\$112,465.60	\$114,712.00	\$117,000.00	\$119,329.60	\$121,721.60		\$140,504.00
W	POLICE CHIEF										
W	PUBLIC WORKS DIRECTOR										
AAA	CITY ATTORNEY		\$58.44					\$63.11			\$70.13
			\$121,555.20					\$131,268.80			\$145,870.40
BBB	CITY MANAGER		\$71.88					\$77.62			\$86.24
			\$149,510.40					\$161,449.60			\$179,379.20

Fire Department

New Pay Grade	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Range	Final
A1	FireFighter Trainee(No Exp)	\$12.01	\$12.25							
		\$34,973.12	\$35,672.00							
A2	FireFighter EMT Trainee	\$12.37	\$12.62							
		\$36,021.44	\$36,749.44							
A3	FireFighter Paramedic Trainee	\$12.74	\$13.00							
		\$37,098.88	\$37,856.00							
B1	FIREFIGHTER I-ENGINEER	\$12.36	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92		\$16.69
		\$35,992.32	\$36,720.32	\$37,448.32	\$38,205.44	\$38,962.56	\$39,748.80	\$40,535.04		\$48,601.28
B2	FIREFIGHTER II/ENGINEER	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92	\$14.20		\$16.79
		\$36,720.32	\$37,448.32	\$38,205.44	\$38,962.56	\$39,748.80	\$40,535.04	\$41,350.40		\$48,892.48
C1	FIREFIGHTER I-EMT/ENGINEER	\$13.63	\$13.90	\$14.18	\$14.46	\$14.75	\$15.05	\$15.35		\$18.40
		\$39,690.56	\$40,476.80	\$41,292.16	\$42,107.52	\$42,952.00	\$43,825.60	\$44,699.20		\$53,580.80
C2	FIREFIGHTER II-EMT/ENGINEER	\$13.90	\$14.18	\$14.46	\$14.75	\$15.05	\$15.35	\$15.66		\$18.76
		\$40,476.80	\$41,292.16	\$42,107.52	\$42,952.00	\$43,825.60	\$44,699.20	\$45,601.92		\$54,629.12
D1	FIREFIGHTER I-PARAMEDIC/ENGINEER	\$14.99	\$15.29	\$15.60	\$15.91	\$16.23	\$16.55	\$16.89		\$20.99
		\$43,650.88	\$44,524.48	\$45,427.20	\$46,329.92	\$47,261.76	\$48,193.60	\$49,183.68		\$61,122.88
D2	FIREFIGHTER II-PARAMEDIC/ENGINEER	\$15.29	\$15.60	\$15.91	\$16.23	\$16.55	\$16.89	\$17.22		\$22.28
		\$44,524.48	\$45,427.20	\$46,329.92	\$47,261.76	\$48,193.60	\$49,183.68	\$50,144.64		\$64,879.36
E1	FIRE PROJECTS OFFICER	\$15.74	\$16.06	\$16.38	\$16.71	\$17.04	\$17.38	\$17.73		\$22.04
		\$45,834.88	\$46,766.72	\$47,698.56	\$48,659.52	\$49,620.48	\$50,610.56	\$51,629.76		\$64,180.48
F1	FIRE CAPTAIN-EMT	\$18.97	\$19.35	\$19.74	\$20.13	\$20.53	\$20.94	\$21.36		\$25.61
		\$55,240.64	\$56,347.20	\$57,482.88	\$58,618.56	\$59,783.36	\$60,977.28	\$62,200.32		\$74,576.32
F2	FIRE CAPTAIN-PARAMEDIC	\$19.84	\$20.23	\$20.64	\$21.05	\$21.47	\$21.90	\$22.34		\$26.78
		\$57,774.08	\$58,909.76	\$60,103.68	\$61,297.60	\$62,520.64	\$63,772.80	\$65,054.08		\$77,983.36
F1A	FIRE CAPTAIN-EMT	\$25.19	\$25.69	\$26.21	\$26.73	\$27.27	\$27.81	\$28.37		\$34.01
2080		\$52,395.20	\$53,435.20	\$54,516.80	\$55,598.40	\$56,721.60	\$57,844.80	\$59,009.60		\$70,740.80
F2A	FIRE CAPTAIN-PARAMEDIC	\$26.70	\$27.23	\$27.78	\$28.33	\$28.90	\$29.48	\$30.07		\$36.05
2080		\$55,536.00	\$56,638.40	\$57,782.40	\$58,926.40	\$60,112.00	\$61,318.40	\$62,545.60		\$74,984.00
G1	BATTALION CHIEF-PARAMEDIC	\$23.80	\$24.28	\$24.77	\$25.26	\$25.77	\$26.28	\$26.81		\$32.13
		\$69,305.60	\$70,703.36	\$72,130.24	\$73,557.12	\$75,042.24	\$76,527.36	\$78,070.72		\$93,562.56

FY2020 Compensation Plan

Effective Date: December 29, 2019

New Pay Grade	Recommended Title	Hire1/Step 1	Hire 2/ Step 2	Year 2/Step 3	Range
AA	Electric Line Tech Trainee	\$17.57	\$19.68	\$21.79	
		\$36,545.60	\$40,934.40	\$45,323.20	
BB	Electric Line Tech Apprentice	\$26.00	\$28.21	\$30.21	
		\$54,080.00	\$58,676.80	\$62,836.80	
CC	Electric Line Technician	\$34.42	\$36.60	\$38.65	\$46.38
		\$71,593.60	\$76,128.00	\$80,392.00	\$96,470.40

New Pay Grade	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Range	Final
R1	ELECTRIC LINE SUPERVISOR	\$40.59	\$41.40	\$42.23	\$43.08	\$43.95	\$44.84	\$45.74		\$49.32
R1	POWER UTILITY PROGRAM SUPERVISOR	\$84,427.20	\$86,112.00	\$87,838.40	\$89,606.40	\$91,416.00	\$93,267.20	\$95,139.20		\$102,585.60
R1	SUBSTATION MAINTENANCE SUPERVISOR									
S1	TECHNICAL SERVICES SUPERVISOR	\$42.62	\$43.47	\$44.34	\$45.23	\$46.14	\$47.07	\$48.02		\$51.78
S1	ELECTRIC OPERATIONS SUPERVISOR	\$88,649.60	\$90,417.60	\$92,227.20	\$94,078.40	\$95,971.20	\$97,905.60	\$99,881.60		\$107,702.40
S1										
S1										
T1	ELECTRIC OPERATIONS MANAGER	\$44.75	\$45.65	\$46.57	\$47.50	\$48.45	\$49.42	\$50.41		\$54.37
		\$93,080.00	\$94,952.00	\$96,865.60	\$98,800.00	\$100,776.00	\$102,793.60	\$104,852.80		\$113,089.60

New Pay Grade	Recommended Title	Hire1/Step 1	Hire 2/ Step 2	Year 2/Step 3	Range
AA	Electric Line Tech Trainee	\$17.57	\$19.68	\$21.79	
		\$36,545.60	\$40,934.40	\$45,323.20	
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		\$54,080.00	\$58,676.80	\$62,836.80	
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		\$71,593.60	\$76,128.00	\$80,392.00	\$96,470.40

New Pay Grade	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M	Step 7	Range	Final
R1	ELECTRIC LINE SUPERVISOR	\$40.59	\$41.40	\$42.23	\$43.08	\$43.95	\$44.84	\$45.74		\$49.32
R1	POWER UTILITY PROGRAM SUPERVISOR	\$84,427.20	\$86,112.00	\$87,838.40	\$89,606.40	\$91,416.00	\$93,267.20	\$95,139.20		\$102,585.60
R1	SUBSTATION MAINTENANCE SUPERVISOR									
S1	TECHNICAL SERVICES SUPERVISOR	\$42.62	\$43.47	\$44.34	\$45.23	\$46.14	\$47.07	\$48.02		\$51.78
S1	ELECTRIC OPERATIONS SUPERVISOR	\$88,649.60	\$90,417.60	\$92,227.20	\$94,078.40	\$95,971.20	\$97,905.60	\$99,881.60		\$107,702.40
S1										
S1										
T1	ELECTRIC OPERATIONS MANAGER	\$44.75	\$45.65	\$46.57	\$47.50	\$48.45	\$49.42	\$50.41		\$54.37
		\$93,080.00	\$94,952.00	\$96,865.60	\$98,800.00	\$100,776.00	\$102,793.60	\$104,852.80		\$113,089.60

RESOLUTION

A RESOLUTION APPROVING THE CLASSIFICATION PLAN AND COMPENSATION PLAN UPDATES FOR CALENDAR YEAR 2020, AS RECOMMENDED BY THE CITY MANAGER AND THE PERSONNEL ADVISORY BOARD.

WHEREAS, the City periodically needs to make modifications in its Classification Plan because of key staffing changes, increased responsibilities of some employees, and new positions that are necessary to better carry out the functions of various departments in providing services to Oak Ridge citizens; and

WHEREAS, Article 4, Subsection 4.2 of the Personnel Plan for Employees of the City of Oak Ridge, Tennessee (Ordinance No. 27-85) specifies that the Classification Plan of City employees shall consist of classes submitted by the City Manager, recommended by the Personnel Advisory Board, and adopted by City Council by resolution; and

WHEREAS, on November 6, 2019, the Personnel Advisory Board unanimously recommended approval of the Classification Plan and Compensation Plan updates for Calendar Year 2020 for City Council adoption; and

WHEREAS, the City Manager recommends approval of the Classification Plan and Compensation Plan updates for Calendar Year 2020.

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

That the recommendations of the City Manager are approved and the attached Classification Plan update and Compensation Plan update for Calendar Year 2020, effective December 29, 2019, are hereby adopted.

This the 12th day of November 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk