OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

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

AGENDA

I. INVOCATION
   Pastor Larry Boudon, Grace Lutheran Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

V. SPECIAL REPORTS
   a. Report to City Council on National Park activities – Kris Kirby, Manhattan National
      Historical Park Superintendent

CONSENT AGENDA
   a. Approval of November 12, 2019 City Council regular meeting minutes
   b. A RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING AN AMENDMENT
      TO THE CONTRACT WITH CLEAN AIR CONCEPTS, CINCINNATI, OHIO, TO PROVIDE
      FOR A DIRECT CAPTURE VEHICLE EXHAUST REMOVAL SYSTEM FOR FIRE STATION
      #4 IN AN AMOUNT NOT TO EXCEED $55,000.00.
   c. A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO $257,932.42 FROM THE
      EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF FOUR
      (4) VEHICLES FOR THE POLICE DEPARTMENT UTILIZING STATE CONTRACT PRICING.

VI. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES
   a. AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF
      THE CITY OF OAK RIDGE, TENNESSEE,” BY AMENDING THE ZONING MAP WHICH IS
      MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF AN
      APPROXIMATE 1.14 ACRE PORTION OF PARCEL 002.00, ANDERSON COUNTY TAX
      MAP 099N, GROUP B, FROM UB-2, UNIFIED GENERAL BUSINESS DISTRICT, TO UB-
      2/PUD, UNIFIED GENERAL BUSINESS DISTRICT WITH A PLANNED UNIT
      DEVELOPMENT OVERLAY, AND APPROVING AN AMENDMENT TO THE ASSOCIATED
      PLANNED UNIT DEVELOPMENT PRELIMINARY MASTER PLAN; SAID PARCEL BEING
      LOCATED AT 300 SOUTH TULANE AVENUE AND ALSO REFERRED TO AS LOT 482.
      (Public hearing will be held on second reading.)

VIII. FINAL ADOPTION 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).
IX. RESOLUTIONS

a. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THE LIBRARY ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $38,000.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO $10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECT.

b. A RESOLUTION ACCEPTING CERTAIN INFRASTRUCTURE AT THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE) PHASE 7, SUBAREA K, FOR PERPETUAL MAINTENANCE.

c. A RESOLUTION AUTHORIZING AN AGREEMENT WITH SECRET CITY FESTIVAL OF OAK RIDGE, TENNESSEE, DBA CELEBRATE OAK RIDGE, TO PROVIDE SERVICES AND ACTIVITY SUPPORT FOR THE UPCOMING 2020 SECRET CITY FESTIVAL IN AN AMOUNT NOT TO EXCEED $50,000.00.

d. A RESOLUTION APPROVING THE RECOMMENDATION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE FOR AN APARTMENT PROJECT TO BE DEVELOPED BY MAINSTREET CAPITAL PARTNERS LLC AND AFFILIATES THEREOF AND DELEGATING TO THE IDB AUTHORITY TO ENTER INTO A PAYMENT IN LIEU OF TAX (PILOT) ABATEMENT FOR THE PROJECT.

e. A RESOLUTION TO ADOPT THE CITY OF OAK RIDGE, TENNESSEE 2020 STATE LEGISLATIVE AGENDA TO INFORM STATE OFFICIALS OF KEY PROJECTS, POLICIES, AND PRIORITIES IN THE CITY OF OAK RIDGE, AND TO HELP SECURE FUNDING FOR AGREED UPON PRIORITIES OF THE COMMUNITY.

f. A RESOLUTION TO GENERALLY ESTABLISH MONTHLY REGULAR CITY COUNCIL MEETINGS AND MONTHLY WORK SESSION MEETINGS FOR CALENDAR YEAR 2020.

X. APPEARANCE OF CITIZENS

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

b. Announcements

c. Scheduling

XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

XIII. SUMMARY OF CURRENT EVENTS

a. CITY MANAGER’S REPORT

b. CITY ATTORNEY’S REPORT

XIV. ADJOURNMENT
CONSENT
AGENDA
OAK RIDGE CITY COUNCIL MEETING  
Municipal Building Courtroom  
November 12, 2019  

Minutes  
The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on November 12, 2019 in the Courtroom of the Municipal Building with Mayor Pro Tem Rick Chinn presiding.  

INVOCATION  
The invocation was given by Pastor Robert May, Oak Ridge Family Bible Church.  

PLEDGE OF ALLEGIANCE  
The Pledge of Allegiance was led by Councilmember Kelly Callison.  

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

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

PROCLAMATIONS AND PUBLIC RECOGNITIONS  
Proclamations  

A proclamation recognizing Mark Mamantov with Bass, Berry & Sims, PLC for his service as Bond Counsel for the City of Oak Ridge.  
Councilmember Dodson moved for approval of the proclamation, and Councilmember Smith seconded. The motion passed unanimously by voice vote. Mayor Gooch was absent.  

A proclamation recognizing Rhoni Basden for her service as Executive Director of Girls Inc. of the Tennessee Valley  
Councilmember Hammond moved for approval of the proclamation, and Councilmember Smith seconded. The motion passed unanimously by voice vote. Mayor Gooch was absent.  

SPECIAL REPORTS  
City Attorney Evaluation Committee Report – Councilmember Jim Dodson, Chair  
Councilmember Dodson gave the report from the committee and recommended approval of the following resolution:  

Resolution No. 11-118-2019  
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.  

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

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

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

Approval of the October 14, 2019 City Council regular meeting minutes

Transmittal of Report on Debt Obligation – State Form CT-0253 on $21,073,179 Water Infrastructure Finance and Innovation Act Loan

2019 Heritage Railroad Authority Annual Report

Resolution No. 11-119-2019
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.

Resolution No. 11-120-2019
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

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

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).

Councilmember Callison moved for approval of the ordinance, and Councilmember Smith seconded. City Attorney Ken Krushenski 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, and Mayor Pro Tem Chinn voting “Aye.” Mayor Gooch was absent.

FINAL ADOPTION OF ORDINANCES

Ordinance No. 23-2019
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 Callison moved for approval of the ordinance, and Councilmember Hammond seconded.

The ordinance was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, and Mayor Pro Tem Chinn voting “Aye.” Mayor Gooch was absent.
Ordinance No. 25-2019
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 Smith moved that the substitute ordinance that incorporates changes discussed at the previous Council meeting be adopted, and Councilmember Hope seconded. Right-of-Way Specialist Lily Seabolt 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, and Mayor Pro Tem Chinn voting "Aye." Mayor Gooch was absent.

RESOLUTIONS

Resolution No. 11-121-2019
A RESOLUTION APPROVING THE AESTHETIC PLAN FOR SMALL CELL WIRELESS INFRASTRUCTURE DEPLOYMENT IN THE PUBLIC RIGHT-OF-WAY.

Councilmember Dodson 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, and Mayor Pro Tem Chinn voting "Aye." Mayor Gooch was absent.

Resolution No. 11-122-2019
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.

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

Resolution No. 11-123-2019
A RESOLUTION TO AMEND RESOLUTION 5-26-2016, 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.

Councilmember Hammond moved for approval of the resolution, and Councilmember Callison seconded. City Engineer Roger Flynn 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, and Mayor Pro Tem Chinn voting "Aye." Mayor Gooch was absent.

Resolution No. 11-124-2019
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.

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

**Resolution No. 11-125-2019**  
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.

Councilmember Dodson 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, and Mayor Pro Tem Chinn voting "Aye." Mayor Gooch was absent.

**Resolution No. 11-126-2019**  
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.

Councilmember Hammond moved for approval of the resolution, and Councilmember Callison seconded. Administrative Services Director Bruce Applegate provided an overview of the resolution and answered questions from Council.

Councilmember Hope stated that he is interested in seeing the data on potential cost savings to the City by implementing this plan.

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

**APPEARANCE OF CITIZENS**

Veda Seay, 104 Maltese Lane, Oak Ridge, addressed Council regarding the benefits and achievements of Atomic City Rowing.

**ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

**Announcements**

Community Development Director Wayne Blasius made a presentation on the development of the Wilson Street Corridor and stated that this item will most likely be on Council’s January meeting agenda.

Councilmember Hammond announced that 2020 will mark the 65th anniversary of the segregation of Oak Ridge Schools and that there will be several activities surrounding this anniversary in the coming year.

**Scheduling**

**COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS**

**SUMMARY OF CURRENT EVENTS**
CITY MANAGER'S REPORT

City Manager Mark Watson informed Council that April 1, 2020 will be the kickoff date for the 2020 Census in Oak Ridge. He has appointed a committee which will include City staff Beth Hickman, Jennifer Williams, and Sarah Self to oversee counting for correctness. Councilmember Hammond suggested that the City hold a conversation with citizens regarding how they can serve and educate others about the process.

CITY ATTORNEY'S REPORT

ADJOURNMENT: 8:35 p.m.
DATE: November 13, 2019

TO: Mark S. Watson, City Manager

FROM: R. Darryl Kerley, Fire Chief

SUBJECT: PURCHASE OF A VEHICLE EXHAUST SYSTEM FOR FIRE STATION 4

Introduction
An item for City Council's consideration is an accompanying resolution authorizing the City to purchase a vehicle exhaust system for Fire Station 4 in an amount not to exceed $55,000.00

Funding
Part of the funding will come from the remaining amount of Capital Improvement plan budget for vehicle exhaust removal systems and the remaining funds will come from the West End Fire Fund Facility Maintenance budget. We are requesting that the sealed bid process be waived in order to award the installation to the same company, Clean Air Concepts, 11449 Deerfield Road, Cincinnati, Ohio who recently installed the systems at Fire Stations 1, 2, and 3.

Review
The City of Oak Ridge approved a Capital expenditure of $158,000 for a vehicle exhaust removal system for the four fire stations. The final bid on all four stations exceeded the approved budget, so fire station 4 was placed on hold and an Assistance to Firefighter Grant (AFG) request was made for station 4. The fire department has now received denial from FEMA on the AFG request. In order to complete the exhaust removal installation, before the K-25 History Center opens on the second floor of the fire station this spring, we are requesting to utilize the remainder of the approved Capital Improvements allotment, which is $32,910.00 in combination with $22,090.00 from the West End Fire Fund - Facility Maintenance budget for a total estimated cost of $55,000.00.

Recommendation
Staff recommends approval of the attached resolution to purchase the Vehicle Exhaust Removal System in an amount not to exceed $55,000.00.

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  Dec 3, 2019

Mark S. Watson  Date
RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CLEAN AIR CONCEPTS, CINCINNATI, OHIO, TO PROVIDE FOR A DIRECT CAPTURE VEHICLE EXHAUST REMOVAL SYSTEM FOR FIRE STATION #4 IN AN AMOUNT NOT TO EXCEED $55,000.00.

WHEREAS, by Resolution 3-22-2019, City Council authorized a contract with Clean Air Concepts, Cincinnati, Ohio, for the purchase and installation of a direct capture vehicle exhaust removal system at Fire Station 1, Fire Station 2, and Fire Station 3; and

WHEREAS, the City was awaiting a response on an Assistance to Firefighter grant to fund a direct capture vehicle exhaust removal system for Fire Station #4 and has now received word the City was not selected for the grant; and

WHEREAS, funds are available for this project in the Capital Improvement Fund and the West End Fire Fund – Facility Maintenance; and

WHEREAS, for consistency in systems among all fire stations, the City Manager requests a waiver of the competitive bid process and authorization to amend the contract with Clean Air Concepts to provide for a direct capture vehicle exhaust removal system for Fire Station 4.

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 amend the contract with Clean Air Concepts, 11449 Deerfield Road, Cincinnati, Ohio 45242, as approved by Resolution 3-22-2019, to provide for the purchase and installation of a direct capture vehicle exhaust removal system for Fire Station 4 in an amount not to exceed $55,000.00.

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

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Kenneth R. Krushenski, City Attorney

[Signature]

Warren L. Gooch, Mayor

[Signature]

Mary Beth Hickman, City Clerk
POLICE DEPARTMENT MEMORANDUM
19-06

DATE: November 10, 2019

TO: Mark S. Watson, City Manager

FROM: Charles R. Smith, Chief of Police

SUBJECT: Police Fleet Purchases

Introduction

An item for City Council’s consideration is a resolution authorizing the purchase and equipping of four (4) 2020 Ford Police Utility all-wheel drive (AWD) vehicles in an amount not to exceed $257,932.42, utilizing the state contract pricing system for the vehicles and required equipment.

Funding

Funding for these vehicles is available in the Equipment Replacement Fund.

Background

The Ford Police Interceptor Utility AWD is a purpose-built, fuel-efficient, and versatile vehicle used by the Police Department and other law enforcement agencies across the state and country. If approved for purchase, two (2) vehicles will be marked for use by patrol officers, while two (2) vehicles will be unmarked for use by patrol supervisors.

The state contract price for four (4) 2020 Ford Police Utility AWD vehicles is $134,224.00. The cost of equipping two (2) marked vehicles with required emergency equipment, radios, cameras, and laptops is $69,568.96. The cost of equipping two (2) unmarked vehicles with required emergency equipment, radios, and laptops is $54,139.46. The total cost to purchase and equip all vehicles is $257,932.42.

Four (4) Police Department vehicles with high mileage or high recurring maintenance costs will be retired once these vehicles are placed into service.

Recommendation

Approval of the attached resolution is recommended.

Attachments: Ford of Murfreesboro Sales Quote
Truckers Lighthouse Quotes (2)
Motorola Solutions Quote
Insight Quotes (2)
Resolution

City Manager’s Comments:

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

Mark S. Watson  12/3/19
TO: OAKRIDGE

2020 FORD PI UTILITIY AWD
AGATE BLACK

Thank you for your inquiry dated: November 7, 2019
We are pleased to quote you the following:

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<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
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<td>TBD</td>
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<td>OPTIONS LISTED ON WINDOW OPTIONS</td>
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TOTAL X 4 $134,224.00

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

John Hamby

November 7, 2019
2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

**Major Equipment**
(Based on selected options, shown at right)

- 4-wheel ABS
- Traction control
- Advance Trac w/Roll Stability Control
- Dual zone electronic automatic temperature control
- AM/FM stereo with seek-scan, external memory control
- Rear child safety locks
- Variable intermittent speed-sensitive wipers
- Dual front airbags
- Airbag occupancy sensor
- Tachometer
- Underseat ducts
- 35-30-35 folding rear split-bench
- Class III hitch

**Exterior:** Agate Black
**Interior:** Charcoal Black

- Brake assistance
- P 255/60R18 BSW AS W-rated tires
- Automatic air conditioning
- Tinted glass
- LED brakelights
- Dual power remote mirrors
- 18 x 8 steel wheels
- Driver and front passenger seat mounted side airbags
- Rear window defroster
- Message Center
- Reclining front bucket seats
- Audio control on steering wheel

**Fuel Economy**

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**As Configured Vehicle**

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<th>Standard Vehicle Price</th>
<th>MSRP</th>
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<td>$40,615.00</td>
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- Order Code 50A
  - N/C
- 3.73 Axle Ratio
  - Included
- GVWR: TBD
  - Included
- Tires: 255/60R18 AS BSW
  - Included
- Wheels: 18” x 8” 5-Spoke Painted Black Steel
  - Included
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
  - Included
- Monotone Paint Application
  - STD
- 119” Wheelbase
  - STD
- Radio: AM/FM/MP3 Capable
  - Included
- 50 State Emission System
  - STD
- Agate Black
  - N/C
- Charcoal Black
  - N/C
- Engine: 3.3L V6 Direct-Injection (FFV)
  - $3,530.00
- Transmission: 10-Speed Automatic (44U)
  - N/C
- Dark Car Feature
  - $25.00
- Driver Only LED Spot Lamp (Unity)
  - $395.00
- Rear-Door Controls Inoperative
  - $75.00
- Remote Keyless Entry Key Fob w/o Key Pad
  - $340.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
### As Configured Vehicle

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
#EST205

Bill To
OAK RIDGE POLICE DEPT
200 S TULANE AVE
Oak Ridge TN 37830-6747
United States

TOTAL
$41,400.40
Expires: 1/30/2020

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<td>(51-902P) MASTER DISCONNECTOR</td>
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<td>GOS344T-4L61</td>
<td>2020FordInterceptor UtilityLR Series Push Bumpers - (STEEL)4-Light - Whelen ION - Not Included - Light Not included - Steel Texture Powdercoat</td>
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<td>$824.00</td>
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Subtotal $41,400.40

Tax (%) $0.00

Total $41,400.40
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**Total**

$36,344.40

Expires: 2/3/2020

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**Subtotal** $36,344.40

**Tax (%)** $0.00

**Total** $36,344.40
09/21/2019

OAK RIDGE, CITY OF
200 S TULANE AVE
OAK RIDGE, TN 37831

RE: Motorola Quote for APX 8500 05 Remote Mount
Dear Matt Johnston,

Motorola Solutions, Inc. is pleased to present OAK RIDGE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide OAK RIDGE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Mark Dorn at mark.dorn@propelops.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mark Dorn

Motorola Solutions Manufacturer's Representative
Billing Address: OAK RIDGE, CITY OF
200 S TULANE AVE
OAK RIDGE, TN 37831
US

Shipping Address: OAK RIDGE, CITY OF
200 S TULANE
OAK RIDGE 37830
OAK RIDGE, TN 37830
US

Quotation: APX 8500 O5 Remote Mount

Customer: OAK RIDGE, CITY OF
Matt Johnston

Contract: 21424 - TENNESSEE
Payment Terms: 30 NET

<table>
<thead>
<tr>
<th>Line #</th>
<th>Item Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Sale Price</th>
<th>Ext. Sale Price</th>
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<td>1</td>
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<td>APX8500 ALL BAND MP MOBILE</td>
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<td>1d</td>
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<td>ADD: AUXILIARY SPKR 7.5 WATT APX</td>
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</tr>
</tbody>
</table>

Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Product.
<table>
<thead>
<tr>
<th>Line #</th>
<th>Item Number</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Sale Price</th>
<th>Ext. Sale Price</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

Grand Total $6,261.28(USD)
# Purchase Order Checklist

- Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
- PO Number/ Contract Number
- PO Date
- Vendor = Motorola Solutions, Inc.
- Payment (Billing) Terms/ State Contract Number
- Bill-To Name on PO must be equal to the *Legal* Bill-To Name
- Bill-To Address
- Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
- Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
- PO Amount must be equal to or greater than Order Total
- Non-Editable Format (Word/ Excel templates cannot be accepted)
- Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
- Ship To Contact Name & Phone #
- Tax Exemption Status
- Signatures (As required)
SOLD-TO PARTY  10386639
CITY OF OAK RIDGE
PO BOX 1
OAK RIDGE TN  37831-0001

SHIP-TO PARTY
CITY OF OAK RIDGE
100 WOODBURY LN
OAK RIDGE TN  37830-7355

We deliver according to the following terms:
Payment Terms  :  Net 30 days
Ship Via        :  Insight Assigned Carrier/Ground
Terms of Delivery:  FOB DESTINATION
Currency        :  USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

<table>
<thead>
<tr>
<th>Material</th>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>900 MHZ WIRELESS MICROPHONE FULL KIT OMNIA PARTNERS IT PRODUCTS &amp; SERVICES(# 4400006644)</td>
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<tr>
<td>ARB-SOFICVOPBUN1</td>
<td>IN-CAR VIDEO UEMS1 ON PREM STORAGE BUNDLE PER DEVICE YEAR 1 (INCLUDES DEVICE L OMNIA PARTNERS IT PRODUCTS &amp; SERVICES(# 4400006644)</td>
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<td>ARB-WV-VC31-C</td>
<td>BACK SEAT CAMERA INCLUDES PERPCABLE OMNIA PARTNERS IT PRODUCTS &amp; SERVICES(# 4400006644)</td>
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<td>ARB-KIT-HD</td>
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</table>

Product Subtotal  5,110.74
Services Subtotal 76.01
TAX 0.00
Total  5,186.75

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
8004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax  4807808991
SOLD-TO PARTY  10386639
CITY OF OAK RIDGE
PO BOX 1
OAK RIDGE TN 37831-0001

SHIP-TO PARTY
CITY OF OAK RIDGE
100 WOODBURY LN
OAK RIDGE TN 37830-7355

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

<table>
<thead>
<tr>
<th>Material</th>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tr>
<td>CF-54J2-07VM</td>
<td>Panasonic Toughbook 54 Elite FP Public Sector Service Package - 14&quot; - Core i5 7300U - 8 GB RAM - 256 GB SSD OMNIA PARTNERS IT PRODUCTS &amp; SERVICES(# 4400006644)</td>
<td>1</td>
<td>2,636.25</td>
<td>2,636.25</td>
</tr>
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</table>

Product Subtotal 2,636.25
TAX 0.00
Total 2,636.25

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight’s complete IT solution offering.

Sincerely,

Ashley McDonald
8004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax 4807608991

James Sullivan
5015054731
JAMES.SULLIVAN@INSIGHT.COM
RESOLUTION

A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO $257,932.42 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF FOUR (4) VEHICLES FOR THE POLICE DEPARTMENT UTILIZING STATE CONTRACT PRICING.

WHEREAS, the Police Department has four (4) vehicles with either high mileage or high recurring maintenance costs that are scheduled for replacement; and

WHEREAS, the Police Department desires to continue to purchase Ford vehicles as it has in the past few years as the vehicles have proven to be purpose-built, fuel efficient, and versatile for law enforcement use; and

WHEREAS, the Police Department desires to purchase four (4) Ford Police Interceptor Utility AWD vehicles for the patrol division; and

WHEREAS, the state contract price for four (4) 2020 Ford Police Interceptor Utility vehicles is $134,224.00, with an additional cost of $123,708.42 for equipping the vehicles with required emergency equipment, in-car video cameras, and computers; and

WHEREAS, the City Manager requests approval to spend up to $257,932.42 from the Equipment Replacement Fund for the purchase and equipping of four (4) vehicles using state contract pricing.

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 spend up to $257,932.42 from the Equipment Replacement Fund for the purchase and equipping of four (4) patrol vehicles (2020 Ford Police Interceptor Utility All-Wheel Drive vehicles) using state contract pricing.

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

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

[Signature]
Mary Beth Hickman, City Clerk
PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES
COMMUNITY DEVELOPMENT MEMORANDUM
PLANNING DIVISION
19-77

DATE: November 22, 2019
TO: Mark S. Watson, City Manager
THROUGH: Wayne E. Blasier, Community Development Director
FROM: Nathalie A. Schmidt, Senior Planner
SUBJECT: REZONING AND PUD AMENDMENT – PORTION OF 300 S TULANE AVE

Introduction

An item for City Council’s consideration is an ordinance to rezone a 1.14-acre portion of property located at 300 S Tulane Avenue, Anderson County Tax Map 099N, Group B, Parcel 002.00, from UB-2, Unified General Business District to UB-2/PUD, Unified General Business District and Planned Unit Development Overlay, and to amend the PUD Master Plan accordingly.

Funding

No funding is necessary to approve this request.

Background

The subject property is adjacent to the Municipal Building and for several decades, up to July 2018, housed the American Museum of Science and Energy. The property was part of a larger parcel that was conveyed to the City from the U.S. Department of Energy in late 2016, for the purpose of economic stimulus opportunities. In February 2019, a 10-acre portion of the subject property was rezoned to UB-2/PUD with a Master Plan for 217 multifamily units (Ord. 04-2019).

Since rezoning in February, Mainstreet Capital Partners has pursued coordination and negotiations involving numerous entities, and has ultimately decided to purchase and develop the full 11.14-acre property. The private developer is requesting to expand the PUD overlay to the entire property, by rezoning a 1.14-acre portion of property from UB-2 to UB-2/PUD, and to amend the associated Master Plan.

Analysis

The amended Master Plan presents very little change to the “alternate” plan approved in February 2019. The physical expansion of the PUD adds the existing driveway at the south end of the property to the project. This private street will provide access to the new development and will continue to connect S Tulane Avenue to Badger Avenue. New sidewalk connections will be added along Badger Avenue and between S Tulane and A.K. Bissell Park.

Other changes include an increase in multifamily units, from 217 to 226 (22.4 units per acre) and the delineation of two acres of Community Oriented Amenity Space, based on one of the City’s stipulations for development of the property. The PUD also has a new name, Main Street Lofts.

The proposed rezoning and amended Master Plan are consistent with the purpose and intent of the original planned development, and remain suitable to the character of the district and consistent with the City’s Comprehensive Plan. In particular, the high-density residential use will support nearby businesses and institutions, and generally increase activity and interest in the city center.
Planning Commission Recommendation

At their November 21, 2019, regular meeting, the Planning Commission voted unanimously to recommend approval to rezone the 1.14-acre portion of the subject property from UB-2 to UB-2/PUD, and to amend the associated Master Plan.

Recommendation

Approval of the attached ordinance is recommended.

Attachments: Application for PUD Master Plan Amendment, dated 10/25/2019
UB-2/PUD Master Plan Amendment, Sheet C3.0 by GBS Engineering, dated 11/06/2019
Building Elevations, Scheme F by PDI Architecture LLC, dated 11/11/2019
Proposed Ordinance

Nathalie Schmidt

Nathalie A. Schmidt, AICP, Senior Planner

City Manager’s Comments:

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

Mark S. Watson  12-3-19
Mark S. Watson  Date
The PUD Final Master Plan is the second step in the PUD approval process. The PUD Final Master Plan is a zoning document that provides greater detail than the Master Plan on a portion of the proposed PUD.

Name of PUD - Lot(s)/Parcel(s) Block No. 28AN-B 202.00

Owner: MAIN STREET CAPITAL PARTNERS, LLC

Address: 1813 TRAIL RIDGE

KNOXVILLE TN 37919

Name of Agent/Engineer/Surveyor: MARK A PIALIK (GPE ENGINEERING)

Telephone No: 511-0185

Address: 1813 KALMIA ROAD

KNOXVILLE TN 37909

General Description of Project: 217 MULTI-FAMILY UNITS ON 87 ACRES

WITH 2 1/2 ACRES LOT FOR FUTURE MULTIFAMILY DEVELOPMENT

Zoning Designation of Property: PUD-0B-2

Fee paid $100.00 + $5.00 per lot. Seven copies for initial review by staff. Eighteen copies of revision for staff and Planning Commission. (Ten folded; seven rolled.) If plan does not include all the items listed on this checklist, the plans will be returned to the applicant to be completed before the deadline of the following month.

Any revisions submitted in response to staff comments must have the revision number on the drawing and each change must be clearly delineated.

Are you requesting approval of any variances?

Yes (Attach letter detailing each, and its justification)

No

I hereby certify that this submission is complete and ready for city staff review.

SIGNATURE OF AGENT: [Signature]

I authorize [Name] to serve as my agent.

SIGNATURE OF OWNER: [Signature]

DATE: 10.25.2019

City of Oak Ridge Community Development Dept. Site Representative:
TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF AN APPROXIMATE 1.14 ACRE PORTION OF PARCEL 002.00, ANDERSON COUNTY TAX MAP 099N, GROUP B, FROM UB-2, UNIFIED GENERAL BUSINESS DISTRICT, TO UB-2/PUD, UNIFIED GENERAL BUSINESS DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY, AND APPROVING AN AMENDMENT TO THE ASSOCIATED PLANNED UNIT DEVELOPMENT PRELIMINARY MASTER PLAN; SAID PARCEL BEING LOCATED AT 300 SOUTH TULANE AVENUE AND ALSO REFERRED TO AS LOT 482.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

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

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

Section 1. The district boundaries of the zoning map attached to and made a part of Ordinance No. 2, as amended, are revised in the following particulars:

<table>
<thead>
<tr>
<th>Property Description</th>
<th>Location</th>
<th>Present Zoning District</th>
<th>New Zoning District</th>
</tr>
</thead>
<tbody>
<tr>
<td>A portion of Parcel 002.00, Map 099N, Group B (Lot 482) (± 1.14 Acres)</td>
<td>300 S. Tulane Avenue</td>
<td>UB-2, Unified Business District</td>
<td>UB-2/PUD, Unified Business District with a Planned Unit Development Overlay</td>
</tr>
</tbody>
</table>

Section 2. The change shall be imposed upon said map and shall be as much a part of Ordinance No. 2 as if fully described therein.

Section 3. The Planned Unit Development Preliminary Master Plan for the development of the parcel as approved by Ordinance 4-2019 is hereby amended as set forth on the attached "UB-2 PUD/ Preliminary and Final Master Plan (Phase 1) Amendment," prepared by GBS Engineering, dated July 23, 2019 and revised September 16, 2019, October 15, 2019, and October 29, 2019, and as submitted by Mainstreet Capital Partners, LLC, and approved by the Oak Ridge Municipal Planning Commission at its November 21, 2019 meeting.

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

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: __________________________
Publication Date: ______________________
Public Hearing: ________________________
Second Reading: ________________________
Publication Date: ______________________
Effective Date: _______________________
FINAL ADOPTION 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
- E-citation fee $ 5.00 — set by City Code and State law

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

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.
ORDINANCE NO. __________

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:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

[Signature]
Mary Beth Hickman, City Clerk

First Reading: 11/12/2019
Publication Date: 11/15/2019
Second Reading: 
Publication Date: 
Effective Date:  

RESOLUTIONS
PUBLIC WORKS DEPARTMENT MEMORANDUM
19-131

DATE: November 25, 2019
TO: Mark S. Watson, City Manager
FROM: Shira A. McWaters, P.E., Public Works Director

SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES – LIBRARY ROOF

Introduction

An item for City Council's consideration is the recommendation of a professional services agreement, in a not to exceed amount of $38,000, with RoofConnect®, National Roofing Services, Sheridan, AR, for design, bid, construction administration and part time resident observation services for the replacement of the Library roof.

Funding

Funding is available in the Capital Projects Fund.

Background/Consideration

A city-wide roofing study was completed by RoofConnect® in December 2017, which recommended a projected $12 million in roof replacement over the next 10 to 12 years. The existing roof on the Library is at the end of its useful life and requires replacement. In addition, several improvements at this facility have been completed as part of the energy savings project. Replacement of this roof will help protect the structure of the building and its interior, which books, computers and important city archives.

The not to exceed fee in the proposal is $38,000 which includes field investigation services, it includes a not to exceed fee of $3,000 for structural engineering costs if needed, preparation of construction documents, bidding services, construction administration, and up to 15 site visits for resident observation services. We recommend an additional allowance, only to be used if needed and approved by the City, of $10,000 for additional professional services and additional observation services that may needed based on the condition of the roof’s underlayment, which is unknown at this time. The additional allowance will allow the City to add additional days for inspections, project meetings, etc., if needed. The proposal cost and allowance, if used represents approximately 10% of the total estimated construction cost of $500,000, which is within industry standards for design and construction services.

Recommendation

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

Attachment(s)
RoofConnect® proposal
Resolution

Shira A. McWaters, P.E.

City Manager's Comments:

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

Mark S. Watson

Date 12-3-19
November 21, 2019

City of Oak Ridge  
Oak Ridge Public Library  
100 Woodbury Lane  
Oak Ridge, TN 37830

ROOFCONNECT is pleased to present this proposal to provide our Professional Roof Consulting Services to assist with the proposed roof work at the school building discussed in this proposal. Our scope of services will include a Visual Roof Survey to provide a physical assessment of the existing roof systems, base flashings, and the building envelope components adjacent to the roofs for the purpose of developing a comprehensive technical report.

This proposal also includes our scope of services and fee schedule for the preparation of the technical specification sections and detail drawings for the proposed roofing activities. Our proposal also includes the scope and fee schedule to assist with Project Bidding, Project Administration Services, and Rooftop Observation during construction activities.

Basis of Understanding and Services Requested

The information in this proposal is based on the information that you provided and the available aerial images. The subject building is reported to be located at 1401 Oak Ridge Turnpike in Oak Ridge, Tennessee (shown in the following image). The roof on the building encompasses approximately 24,750 square feet. The existing roof appears to consist of a BUR adhered to the deck, 3" foam insulation and the ballasted EPDM membrane over the BUR. No information about the roof slopes, ages, or building construction types was known at the time this proposal was prepared.

We understand that you are requesting various roof consulting services of ROOFCONNECT that may be utilized as a part of the proposed work at this building. Our proposed services should include the completion of a visual roof survey to identify the condition of the existing roof components. Our services should also include the preparation of construction documents to support roof replacement work at the building. The specification documents and construction drawings will need to be sealed by an engineer licensed in the State of Tennessee. Engineering costs of seal for specification documents and construction drawings are included in the Development of Construction
Documents price. Finally, our proposed services should include a separate fee to provide project management and roof observation services during construction.

This proposal outlines the services and associated fees that you requested. The information and services outlined above represents our total understanding of this project and the requested services. If any of the information or our proposed services in this proposal are inaccurate, please contact us immediately so that we can modify this proposal.

**Purpose and Scope of Services**

Our services will also include the preparation of construction documents to be used to complete roofing work. The purpose for preparing the documents is to obtain competitive bids from qualified contractors based on an identical scope of work. ROOFCONNECT is proposing to provide the following scope of services.

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

2. Construction Documents; Based on the approved design criteria, the roof survey,
and confirmed budget, ROOFCONNECT will prepare construction documents to use for competitive bidding. The construction documents will be prepared in general accordance with the Construction Specification Institute (CSI) formats, which are the current industry standard. Front end documents including bidding forms, contract conditions, and contract forms will be provided by the Owner. The documents may include the following:

a. Roof plans indicating dimensions, roof equipment, roof drains, slopes, and flashings
b. Project specific detailed scope of work
c. Project specific roofing details indicating roofing system design, metal flashings, miscellaneous carpentry, drain connections, etc.
d. Project technical specifications detailing requirements for roofing materials and methods of construction, warranty and schedule issues

The construction documents shall be prepared by a Registered Roof Consultant (RRC as certified by RCI, Inc.).

3. Bidding Services; ROOFCONNECT will assist with the bidding process. We will invite pre-qualified contractors, attend one pre-bid meeting on behalf of the client, issue meeting minutes, respond to inquiries during the bidding period, review the bids, and make recommendations for award. After Client negotiates and awards the construction contract to the successful bidder, ROOFCONNECT will provide project administration services as outlined below.

4. Project Administration and Closeout Services;
   a. Review Contractor’s construction schedule
   b. Review Contractor’s submittals for compliance with specification documents
   c. Conduct / attend one pre-construction meeting
   d. Review change orders for client approval
   e. Assist Owner with the following close-out items:
      - Punch list inspection at substantial completion of Work
      - Final inspection with manufacturer’s representative to confirm warranty compliance
      - Review Contractor Provided As-Built Drawings

5. Rooftop Quality Assurance Inspection Services; ROOFCONNECT proposes to provide periodic on-site observation services during construction activities. While on site we will observe and document the contractor’s construction activities. The observation will promote quality and verify that the work is completed in compliance with the approved construction documents.

Field reports will be prepared during the site visits and the reports will be reviewed by one of our Registered Roof Consultants (RRC). The information in the reports typically include:

a. Roofing contractor crew size
b. General weather conditions
c. General roof area where work was observed
d. General description of observed work
e. Approximate quantities of roof components installed
f. Documentation of “Unit Price” work items
g. Photographic documentation
h. Open construction items requiring resolution

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

6. Project Close Out Service; ROOFCONNECT will assist Owner in obtaining copies of information pertaining to the project including:
   1. Specifications / Drawings
   2. Reports documenting construction work during site visits
   3. Final Inspection Report
   4. Manufacturer’s and Contractor’s Warranty Documents
   5. Assist Owner with following close-out items:
      □ Punch list inspection at substantial completion of Work
      □ Final inspection with manufacturer’s representative to confirm warranty compliance
      □ Review Contractor Provided As-Built Drawings

---

Project Schedule

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

---

Special Project Conditions

The pricing offered for our services is based upon ROOFCONNECT personnel being able to work continuously without interruption to complete the planned work during one mobilization. Delays due to site shutdowns or work restrictions beyond ROOFCONNECT’s control once at the site will impact pricing. We are proposing to complete the fieldwork with one or two people on site. If the client has site specific work requirements or more restrictive safety protocols that require additional personnel or safety requirements, then these policies must be communicated to us during the proposal phase.
Client will need to arrange for our access to the property and the buildings as required to complete these services. ROOFCONNECT shall not be liable for any delays or additional costs as a result of our inability to access the site during the requested/authorized work hours. The fees shown below do not include any costs for background checks, drug screening, or on-site safety training requirements that may delay the completion of our work.

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

☐ Access to all roofs can be achieved through existing stairs, roof hatches, or outside ladders.
☐ If roof access requires the use of aerial lifts, the Client shall provide the aerial lifts and the lifts will be operated by Client personnel. ROOFCONNECT will provide OSHA approved fall protection harnesses and lanyards.
☐ To ensure that sealed drawings can be provided, existing building drawings (architectural, structural, etc.) shall be provided to us to gather the information necessary to provide an engineer’s seal. If existing building drawings do not exist, ROOFCONNECT may not be able to provide sealed drawings without providing additional services to create the necessary drawings. We will provide a separate proposal with the additional scope of work and fees.
☐ Our services SHALL NOT INCLUDE the preparation of structural drawings to determine the existing load capacities of the structure if the necessary structural drawings are not available.
ROOFCONNECT proposes to provide the outlined scope of services based on the following schedule:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Investigation for Construction Documents</td>
<td>$6,650</td>
</tr>
<tr>
<td>Preparation of Construction Documents</td>
<td>$9,420</td>
</tr>
<tr>
<td>Pre-Bid Meeting and Meeting Minutes</td>
<td>$1,800</td>
</tr>
<tr>
<td>Bid Analysis and Recommendation for Award</td>
<td>$1,560</td>
</tr>
<tr>
<td>Submittal Review</td>
<td>$1,500</td>
</tr>
<tr>
<td>Pre-Construction Meeting and Meeting Minutes</td>
<td>$1,500</td>
</tr>
<tr>
<td>Progress Meetings and Field Observations (15 Site Visits @ $500 / Visit)</td>
<td>$7,500</td>
</tr>
<tr>
<td>Punch List Inspection &amp; Report</td>
<td>$1,830</td>
</tr>
<tr>
<td>Final Inspection &amp; Report</td>
<td>$1,740</td>
</tr>
<tr>
<td>Project Closeout Activities &amp; Report</td>
<td>$1,500</td>
</tr>
<tr>
<td><strong>Total for Construction Document and Project Administration Services</strong></td>
<td><strong>$35,000</strong></td>
</tr>
</tbody>
</table>

Additional Item: There is a cooling unit on small roof section. The unit is very close to the roof surface. It is impossible for a contractor to roof this section properly. Additional investigation and design requirement are needed for to raise the unit high enough for proper roofing. Or discover another option. We estimate a not to exceed cost of $3,000.00 may be needed in structural engineering costs. The HVAC contractor that installed this unit may have a structural evaluation on this roof and unit. The HVAC contractor may be able work with the city to raise this unit to proper height for roofing.

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

Fee Notes:

1. The pricing shown is based on this proposal being used as the contract document for ROOFCONNECT services. Any Terms and Conditions noted on any alternative contracting document will require legal review by ROOFCONNECT prior to acceptance and may affect the pricing. If an AIA document is to be used for contracting, an additional $250 (minimum) legal review fee shall apply.
2. Proposal fee includes all management, labor, equipment, fees and associated expenses. Travel costs are based on 7-10 advanced notice / booking. The pricing offered is based on the Insurance Limits outlined in Section 9 of the Standard Provisions. If additional coverage is required, ROOFCONNECT will amend the pricing to reflect the additional cost.

3. The pricing in this proposal is based on “Net 30” payment terms from the date of invoice. ROOFCONNECT reserves the right to revise our pricing based on other payment terms. If a third-party payment vendor is required for payment, the additional fee to use the service shall be added to the cost.

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

I hereby accept the scope of services quotation and by my signature; I bind the corporation for the costs of these services. Unless agreed to prior to contact execution, ROOFCONNECT shall invoice for Construction Documents at delivery of draft documents to Owner, and then invoice for Project Administration and Roof Observation serves on a monthly basis as completed.

The pricing offered in this proposal was based on the information listed in this proposal and is valid for 90 days from the proposal date. After 90 days, ROOFCONNECT reserves the right to review our pricing and revise our proposed scope and services prior to executing the proposal. The signature below signifies that the party has read and comprehends the above proposal as well as our Standard Provisions which govern our services:

Client Authorization

Authorized Signature

Print Name

Title

Date

ROOFCONNECT

Authorized Signature

Print Name

Title

Date
Standard Provisions

1. SERVICES. The Consultant shall provide professional services in accordance with the terms of the Services Agreement, ("Agreement"). and the terms contained in these Standard Provisions shall be incorporated into a binding part of the Agreement.

2. EFFECTIVE DATE. This agreement shall become effective upon the tangible performance of the services or delivery goods by the consultant, or the signatures of the parties executing this Agreement and shall remain in effect for six months from the date of proposal, unless earlier terminated by either party pursuant to the terms of the Service Agreement and any attachments thereto. The parties may rely on transmittal of the signed Agreement via facsimile or email, and the parties agree that the original of the executed Agreement will be provided to consultant immediately upon signature by the client.

3. INITIATION OF SERVICES. The Consultant is authorized to proceed with services upon receipt of the Agreement evidencing that Client has executed the Agreement. This Agreement shall commence on the date fully executed by the parties and shall remain in effect until project completion, unless terminated in accordance with this Agreement. This Agreement may be terminated by either party without cause by providing thirty (30) days written notice to the other party. In addition, this Agreement may be terminated by either party immediately for cause due to a material breach by the other; provided, however, that the non-breaching party shall have a period of fifteen (15) days from the date of receipt of written notice of breach to cure any breach in that party's performance; provided, however, that client shall have a period of five (5) days to cure any non-payment.

If this Agreement is terminated by Client with or without cause, the Client shall remain responsible for payment of any amounts due for contracts or agreements entered into or purchases made by Consultant for the benefit or on behalf of Client and for which Consultant remains liable to pay or perform. Client will indemnify and hold Consultant harmless for any amounts due or owing to any such third party regarding any such contracts, agreements, or purchases.

4. STANDARD OF CARE. Services provided by the Consultant to Client under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This representation is in lieu of any warranties or other representations either express or implied.

5. INDEPENDENT CONTRACTORS/CONSULTANT. Consultant and Client are and will remain independent contractors and neither is to be construed as an employee or in an employment relationship with the other. Each shall be solely responsible for payment of all taxes, benefits, expenses related to their respective employees and businesses.

6. COLLECTION COSTS AND EXPENSES. In the event legal action is necessary by Consultant to enforce any payment terms or provisions of this Agreement, or if Client fails to make payment within thirty (30) days of the date of any invoice, Client shall be liable for any costs, expenses, expert fees, reasonable attorney fees, and/or any other expense incurred by Consultant in connection with any claim filed or settlement reached with Client in connection with any claims against Client or in defense of any counterclaim by Client.

7. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, programs, manuals, or any other documents including, without limitation, documents on electronic media or in hard copy (hereinafter
collectively referred to as “Drawings”) prepared pursuant to or in anticipation of this Agreement are and shall remain the sole and exclusive property of Consultant. The Consultant will retain all common law, statutory, and other reserved rights including all copyrights obtained by or available to Consultant. The Consultant hereby grants to Customer a revocable right and license to use the drawings during this Agreement. The Consultant may provide Client with copies of such documents, subject to the terms of this Agreement; provided, however, that Consultant does not authorize reuse of or modification to said documents, and Client agrees to indemnify and hold consultant harmless for any such unauthorized reuse or modification of said Drawings.

8. SITE VISITS/OBSERVATION. Full Time Project Management fees or services not included in this proposal. ROOFCONNECT is not responsible for any structural or structure issues of the building. A structural evaluation has not been completed.

9. INSURANCE. The Consultant will maintain the following levels of insurance during the term of this Agreement.

a. Commercial General Liability Insurance, including contractual liability and completed operations/products liability coverage, with minimum limits of not less than $1,000,000 per occurrence and $2,000,000 “General Aggregate”.

b. Automobile Liability “Combined Single Limit” of $1,000,000

c. Umbrella Liability Insurance of $5,000,000 per occurrence and $5,000,000 aggregate. This excludes Professional Errors & Omissions Coverage.

d. Professional Liability (E&O) - $1,000,000.00 each claim and in the aggregate.

10. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its’ sub consultants on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and its sub consultants to all those named shall not exceed the greater of the total fees for services in this proposal or $25,000. Such claims and causes include, but are not limited to professional errors or omissions, strict liability, breach of contract, or warranty. This limitation of liability set forth in this section specifically does not include negligence on the part of the Consultant or any sub consultants.

11. LIMITATION/DISCLAIMER OF WARRANTIES. Any liability of the Consultant and any of its sub-consultants for any claims, losses, costs, demands, or damages of whatsoever kind or nature, or claims or expenses from any cause or causes against Consultant shall be limited to the amount of insurance coverage of the Consultant, and Client waives any claim for liability or damages against Consultant not covered by Consultant’s insurance.

Consultant makes no warranties, express or implied. In addition, Consultant hereby disclaims all warranties, whether express or implied, including, without limitation, any and all implied warranties of quality, performance, merchantability, or fitness for a particular purpose.

The parties agree that Consultant shall not be liable for any structural or related issues of the building or structure upon which Consultant or any sub-consultant performs or otherwise provides any services.
12. **ARBITRATION.** Any action, litigation or claim of either party arising out of, in connection with, or related to this Agreement shall be decided by final and binding arbitration in accordance with the rules of the American Arbitration Association. The action shall be brought and heard in Oak Ridge, TN, and any award of the arbitrators shall be enforced, if necessary, through the Anderson County Court of Common Pleas.

Prior to the initiation of any arbitration claim or action, the parties agree to submit any dispute to mediation, through the mediation procedures of the American Arbitration Association.

13. **CONTROLLING LAW/JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Tennessee and any action to enforce any terms or conditions contained herein shall be brought in the Anderson County Court of Common Pleas in Oak Ridge, TN.

14. **SEVERABILITY AND SURVIVAL.** Any provision of this Agreement held to be unenforceable by a court of competent jurisdiction shall be deemed void and all remaining provisions of this Agreement shall continue in full force and effect. All obligations arising prior to the termination of this Agreement or as otherwise provided for as continuing obligations elsewhere in this Agreement shall survive the completion of the services hereunder and the termination of this Agreement.

15. **CONFIDENTIALITY.** The parties agree and acknowledge that during the term of this Agreement there will be confidential information exchanged or provided by one party to the other (hereinafter defined as “Confidential Information”) and each party agrees that it will refrain from disclosing the Confidential Information of the other to any third party without the prior written consent of the other. The parties further agree that neither will use the Confidential Information of the other or otherwise disclose it to a third party during the term of this Agreement or thereafter. For purposes of this Agreement, “Confidential Information” means the terms and provisions of this Agreement and all information concerning the business, operations, quotes, financial relationship of the parties, or any other information exchanged that is considered confidential to the discloser. Confidential Information shall not include information that (i) is in the public domain at the time of disclosure by the discloser to the recipient or lawfully becomes a part of the public domain thereafter through no improper action or inaction by the recipient, (ii) was rightfully within the recipient’s possession prior to the time of disclosure to the recipient, (iii) was rightfully disclosed to the recipient by another party without restriction, (iv) was independently developed by the recipient without reference to the discloser’s Confidential Information.

16. **“SUBCONSULTANT EXPENSES”** represent the cost of outside sub Consultant technical services and expenses. They include but are not limited to Engineering Services (All disciplines, Field Testing, Technical Consultants, Laboratory Tests, Contractor costs, Estimating Services, Computer Services, and Materials. Consultant reserves all rights to subcontract all or a portion of this agreement.
RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THE LIBRARY ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $38,000.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO $10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECT.

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

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

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

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

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

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

That the recommendation of the City Manager is approved and a Professional Services Agreement with RoofConnect®, P.O. Box 908, 44 Grant 65, Sheridan, Arkansas 72150, to provide field investigation, as-needed structural engineering, construction document preparation, pre-bid and bidding assistance, project administration and closeout, construction observation, and project close documentation services for the Library roof replacement project is hereby approved in an amount not to exceed $38,000.00.

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

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

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
DATE: November 22, 2019

TO: Mark S. Watson, City Manager

THROUGH: Shira A. McWaters, P.E., Public Works Director

FROM: Bryan W. Mills, P.E., Public Works Engineer

SUBJECT: INFRASTRUCTURE ACCEPTANCE - THE PRESERVE AT CLINCH RIVER, PHASE 7, SUBAREA K - PORTION OF PARCEL 2.01, TAX MAP 39, ROANE COUNTY

Introduction

An item for City Council consideration is the recommendation for acceptance of infrastructure within the Preserve at the Clinch River (formerly Rarity Ridge Subdivision) Phase 7, Subarea K; as shown on the attached drawing and listed below.

Funding

No funding is required.

Background/Analysis

RL REGI-TN OAK, LLC has requested the City to formally accept infrastructure for perpetual maintenance purposes. The Subdivision Final Plat was recorded in Roane County on June 20, 2006 in Plat Cabinet D, Pages 143-155.

Infrastructure proposed for acceptance has been inspected by the City and has been completed in accordance with City Subdivision Regulations. The owner has posted a one year warranty bond for materials and workmanship. The cost for the warranty bond is $27,090 which has been based on 5% of the estimated construction cost of the infrastructure ($541,822).

A summary of the infrastructure to be accepted for subarea “K” includes:

- 3,267 linear feet of 20’ wide new roadways
- 900 linear feet of varying width new roadway (31’-40’)
- 5,75 linear feet of 5’ wide concrete sidewalk
- 7,150 linear feet of 8" PVC sanitary sewer lines located in the ROW or dedicated easements;
- 5,170 linear feet of 6" SDR21, PVC water lines located in the ROW or dedicated easements;
- 2,338 linear feet of storm drainage lines located in the ROW or dedicated easements
- Electric easements as show on the recorded plat.

Recommendation

The City of Oak Ridge Planning Commission recommended acceptance of the infrastructure during its November 21, 2019 meeting with the following conditions. Staff recommends acceptance of the subdivision infrastructure and approval of the attached resolution.

1. The owner must post a one-year Warranty Bond for workmanship and materials.
2. Record an easement for the single-phase feed to the West Rarity Ridge Pkwy section of Subarea K, as
well as the three-phase backbone infrastructure that has been installed along side of it.
3. Install infrastructure for the three-phase backbone along West Rarity Ridge Pkwy, and provide any additional recorded easements as necessary.

Attachment(s)
Infrastructure drawing

Bryan W. Mills, P.E.

City Manager's Comments:

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

Mark S. Watson
Date
12-3-19
RESOLUTION

A RESOLUTION ACCEPTING CERTAIN INFRASTRUCTURE AT THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE) PHASE 7, SUBAREA K, FOR PERPETUAL MAINTENANCE.

WHEREAS, RL REGI-TN OAK, LLC, is the owner of the Preserve at Clinch River (formerly Rarity Ridge), Phase 7, Subarea K; and

WHEREAS, the subdivision final plat was filed with the Oak Ridge Municipal Planning Commission, and the Commission approved the same for recording; and

WHEREAS, the Subdivision Final Plat was recorded in Plat Cabinet D, Pages 143-155, June 20, 2006, in the Roane County Register of Deeds Office; and

WHEREAS, RL REGI-TN OAK, LLC, is now ready to deliver over to the City of Oak Ridge certain infrastructure for perpetual maintenance; and

WHEREAS, the Oak Ridge Municipal Planning Commission, at its regular meeting on November 21, 2019, recommended to City Council that certain infrastructure improvements on the referenced plat be accepted for perpetual maintenance subject to three conditions.

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

That the City of Oak Ridge hereby accepts the following infrastructure for perpetual maintenance for the Preserve at Clinch River, Phase 7, Subarea K, all as identified on the Subdivision Final Plat as recorded in the Roane County Register of Deeds Office to be used for public purposes:

- 3,267 linear feet of 20’ wide new roadways;
- 900 linear feet of varying width (31’-40’) new roadway;
- 5,750 linear feet of 5’ wide concrete sidewalk;
- 7,150 linear feet of 8” PVC sanitary sewer lines located in the right-of-way or dedicated easements;
- 5,170 linear feet of 6” SDR21 PVC water lines located in the right-of-way or dedicated easements;
- 2,338 linear feet of storm drainage lines located in the right-of-way or dedicated easements which includes 171 linear feet of 12” HDPE, 1,591 linear feet of 15” HDPE, 226 linear feet of 18” HDPE, 221 linear feet of 30” HDPE, and 129 linear feet of 48” HDPE; and
- electric easements.

BE IT FURTHER RESOLVED that said infrastructure acceptance is subject to the owner’s completion of the following:

- Posting a one-year warranty bond with the City for workmanship and materials;
- Recording an easement for the single-phase feed to the West Rarity Ridge Pkwy section of Subarea K, as well as the three-phase backbone infrastructure that has been installed along side of it; and
- Installation of infrastructure for the three-phase backbone along West Rarity Ridge Pkwy, and providing any additional recorded easements as necessary.

This the 9th day of December 2019.
APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
CITY COUNCIL MEMORANDUM
19-31

DATE: December 13, 2019

TO: Honorable Mayor and Members of City Council

FROM: Mark S. Watson, City Manager

SUBJECT: CELEBRATE OAK RIDGE 2019 SECRET CITY FESTIVAL

Introduction

Annually the City Council considers a resolution authorizing an agreement with Secret City Festival of Oak Ridge, Tennessee, d/b/a Celebrate Oak Ridge, to provide services and activity support for the upcoming 2019 Secret City Festival in an amount not to exceed $50,000.00.

Funding

The proposed award will allow the City to contract for festival services with Celebrate Oak Ridge for entertainment, production support, activities and programs related to the upcoming 2019 Secret City Festival. The City of Oak Ridge has budgeted $65,000 in the FY 2020 budget for these services; however, $15,000.00 will be reserved to pay for internal charges for City electrical and public safety services for the festival.

Background

Celebrate Oak Ridge succeeded in conducting a successful festival in summer, 2019 on one night due to weather. Numerous sponsors and events were held that were highly recognized and appreciated. New logistical arrangements and opportunities to participate were given high consideration. Under this agreement, Celebrate Oak Ridge will be able to expedite the process of contracting, negotiating, providing down payments for necessary festival concerts and services.

As in the past, the City has provided the base sponsorship funding for the festival. It is anticipated that the Celebrate Oak Ridge program will expand its entertainment functions outside of the Secret City Festival window and conduct events year round assuming successful marketing. As it enters its third year, the program is expected to retain and obtain additional sponsors allowing for bigger, better festivals and events in the future.

The City Manager will consider additional funding that may be available for enhancements to the Secret City Festival event assuming accomplishment of community goals and Oak Ridge unique events.

Recommendation

The City Manager and staff recommend approval of the attached resolution.

[Signature]
Mark S. Watson

Attachment
December 2, 2019

Mark Watson,
Oak Ridge City Manager

RE: Request for Release of Funding for Secret City Festival 2020

Mr. Watson,

I am pleased to report that the Celebrate Oak Ridge (COR) Board of Directors is concluding business from the 2019 Secret City Festival (SCF) and has already started making plans for its fourth annual SCF event in 2020. With the recent opening of the new Senior Center and several other expected Bissell Park enhancements, the COR Board along with our community partners and volunteers look forward to hosting another successful celebration of the historical, educational, and scientific contributions of the City of Oak Ridge in 2020. The City of Oak Ridge has been the most significant sponsor of the three previous COR festivals and I wanted to say that your support is not taken lightly or for granted. On behalf of the COR Board, I am honored to make this request for release of specified City funding as allocated by Oak Ridge City Council resolution scheduled for December 9th, 2019. I would also like to request a meeting in the very near future to discuss the appointment of a liaison to work with the festival committees and provide an opportunity for you to share any feedback relative to activities, sponsorship, or goals important to the City.

I plan to be present at the December 9th Council meeting, along with several other COB Board members and would be available to answer any questions.

Thank you,

David Mosby,
Board Chair, Celebrate Oak Ridge
RESOLUTION

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SECRET CITY FESTIVAL OF OAK RIDGE, TENNESSEE, DBA CELEBRATE OAK RIDGE, TO PROVIDE SERVICES AND ACTIVITY SUPPORT FOR THE UPCOMING 2020 SECRET CITY FESTIVAL IN AN AMOUNT NOT TO EXCEED $50,000.00.

WHEREAS, by Resolution 9-96-2015, City Council appointed the inaugural board of directors for the 501(c)(3) non-profit organization whose purpose is to assume the responsibility of implementing the Secret City Festival, and

WHEREAS, said organization, the Secret City Festival of Oak Ridge, Tennessee, dba Celebrate Oak Ridge, has requested sponsorship funding from the City for entertainment, production support, activities, and programs related to the upcoming 2020 Secret City Festival and funding for the organization's actual costs; and

WHEREAS, the City and Celebrate Oak Ridge desire to enter into an agreement to provide such services for the upcoming 2020 Secret City Festival, which agreement the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and an agreement between the City of Oak Ridge and the Secret City Festival of Oak Ridge, Tennessee, dba Celebrate Oak Ridge, P.O. Box 310, Oak Ridge, Tennessee 37831, to provide entertainment, production support, activities, and programs related to the upcoming 2020 Secret City Festival and funding for the organization's actual costs is hereby approved; said agreement in an amount not to exceed $50,000.00.

BE IT FURTHER RESOLVED that the City shall be listed as a sponsor of the event.

BE IT FURTHER RESOLVED that $65,000.00 is budgeted for the festival, however, the remaining $15,000.00 will be reserved to pay for internal charges for City electrical and public safety services for the festival.

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

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Kenneth R. Krushenski, City Attorney

[Signature]

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
DATE: December 2, 2019

TO: Honorable Mayor and Members of Council

FROM: Kenneth R. Krushenski, City Attorney

SUBJECT: A RESOLUTION APPROVING THE RECOMMENDATION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE FOR AN APARTMENT PROJECT TO BE DEVELOPED BY MAINSTREET CAPITAL PARTNERS LLC AND AFFILIATES THEREOF AND DELEGATING TO THE IDB AUTHORITY TO ENTER INTO A PAYMENT IN LIEU OF TAX (PILOT) ABATEMENT FOR THE PROJECT

Introduction

An item for City Council's consideration at its December 9, 2019, meeting is a resolution approving the Industrial Development Board's request for a modification of the original PILOT approved by City Council at its February 11, 2019, meeting for Mainstreet Capital Partners LLC by Resolution 2-13-2019.

Funding

Funding for this project has not changed from the original proposal made by Mainstreet Capital Partners set out by Resolution 2-13-2019, a copy of which is attached to this memo.

Background

The reason for the change in the PILOT lease is set out in the letter attached to this memo dated December 1, 2019, from James P. Moneyhun, Jr. of Bass Berry & Sims; the letter provides a detailed explanation of the reason for the change in the original resolution. The change is based on financial requirements of the U.S. Department of Housing and Urban Development (HUD), which necessitate the original PILOT lease being divided between Mainstreet Capital Partners LLC for the apartment tract consisting of 10.082 acres and the Mainstreet Capital Partners II LLC 1.06-acre outparcel. At its December 2, 2019, meeting the city's Industrial Development Board approved a resolution similar to this one being presented to City Council. A copy of that resolution is attached to this memo.

Recommendation

Approval of the attached resolution is recommended.

[Signature]
Kenneth R. Krushenski

Attachments: Resolution 2-13-2019
Letter dated December 1, 2019
IDB Resolution dated December 2, 2019
Proposed Resolution
City Manager's Comments:

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

Mark S. Watson 12/3/19
Mark S. Watson Date
RESOLUTION

A RESOLUTION APPROVING THE RECOMMENDATION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE (IDB) FOR MAINSTREET CAPITAL PARTNERS, LLC, APARTMENT PROJECT AND DELEGATING TO THE IDB AUTHORITY TO ENTER INTO A PAYMENT IN LIEU OF TAX (PILOT) ABATEMENT FOR THE PROJECT.

WHEREAS, in an effort to generate economic growth within the City of Oak Ridge, Tennessee (the "City"), the City developed economic incentives for use by The Industrial Development Board of the City of Oak Ridge (the "IDB") as a guideline for tax abatements for qualifying entities; and

WHEREAS, by Resolution 11-120-2017, City Council approved the 2017 PILOT (Payment in Lieu of Tax) Reauthorization documents for use by the IDB as a guideline for tax abatements and payments in lieu of taxes for qualifying entities in Oak Ridge for the period of January 1, 2018 through December 31, 2020; and

WHEREAS, Mainstreet Capital Partners, LLC, filed an application with the IDB for a PILOT, which PILOT exceeds the authority of the IDB under the 2017 PILOT Reauthorization documents to give final approval and requires City Council approval; and

WHEREAS, City Council has authority to give approval and delegate to the IDB authority to enter into the recommended PILOT under the terms and conditions set forth below upon finding that such PILOT is deemed to be in furtherance of the public purposes of the IDB; and

WHEREAS, on February 4, 2019, the IDB approved a resolution to recommend approval of a PILOT with Mainstreet Capital Partners, LLC, as set forth below, which PILOT the City Manager recommends be approved by City Council.

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

That the City Council hereby finds that the negotiation and acceptance by the IDB of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the IDB as defined in Tennessee Code Annotated Section 7-53-305, and City Council hereby consents and delegates to the IDB the right to negotiate and accept such payments from Mainstreet Capital Partners, LLC in accordance with the terms of this resolution.

BE IT FURTHER RESOLVED the recommendations of the City Manager and the Industrial Development Board for the City of Oak Ridge (IDB) are approved and a Payment in Lieu of Taxes (PILOT) abatement incentive for Mainstreet Capital Partners, LLC, for a twenty (20) year term plus a reasonable construction period is hereby approved with an annual payment of $20,320.00 during the construction period, an annual payment of $100,000.00 for each of the fifteen (15) years thereafter, a payment of $175,000.00 for the sixteenth (16th) year, a payment of $250,000.00 for the seventeenth (17th) year, a payment of $325,000.00 for the eighteenth (18th) year, a payment of $400,000.00 for the nineteenth (19th) year, and a payment of $475,000.00 for the twentieth (20th) year subject to the following conditions as set forth by the IDB:

Condition #1: Because any changes to the planned development within the TIF District affects the cash flows available to repay the TIF loan, the Main Street Oak Ridge Development TIF lenders agree to a PILOT program for Mainstreet Capital Partners, LLC subject to the agreement of all parties to the following two conditions or other agreed upon terms and conditions:

a. The TIF loan funds originally allocated for development of apartments will not be advanced by the Lenders to the Developer but could be advanced
directly into the Collateral Reserve Account until the final reconciliation requirements (the "true-up") are determined on or before February 28, 2021 as necessitated by the original TIF loan agreements.

b. Upon transfer of the parcel(s) subject to the PILOT contemplated herein, the seller will place sufficient funds into the Collateral Reserve Account to ensure the TIF Loan is repaid no later than TIF Year 20 (as required in the Supplemental Loan Agreement). This amount shall be no less than $750,000 based upon the current estimates of the reconciliation amount that will be required within 30 days of February 28, 2021.

Condition #2: That the Oak Ridge City Council approve amendments to Section 5 of the Agreement for Transfer of Real Property, dated December 29, 2016, between the City of Oak Ridge and TN Oak Ridge Illinois, LLC, to allow for the conveyance of more than thirty-three percent (33%) of the former American Museum of Science and Energy (AMSE) property to Mainstreet Capital Partners, LLC.

Condition #3: That a portion of the former AMSE property (approximately 10+/- acres) is conveyed from TN Oak Ridge Illinois, LLC, (or their successor in interest) to Mainstreet Capital Partners, LLC.

Condition #4: That a portion of the former AMSE property (approximately 10+/- acres) be rezoned to UB-2 with a PUD overlay.

Condition #5: The ability of Mainstreet Capital Partners, LLC to obtain FHA insured mortgage loan financing or guarantee under HUD's Multi-Family Housing Program Section 221(d)(4).

BE IT FURTHER RESOLVED that City Council hereby delegates authority to the IDB to enter into the PILOT abatement for this project as outlined in this resolution.

BE IT FURTHER RESOLVED that the terms of the above-referenced PILOT are reserved for this specific project and approval of the PILOT does not create an expectation for a similar PILOT for any future similar project(s).

BE IT FURTHER RESOLVED that the February 4, 2019 resolution of the IDB is attached hereto as an exhibit.

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

This the 11th day of February 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Goodf, Mayor

Mary Beth Hickman, City Clerk
December 1, 2019

Ken Krushenski
City Attorney
Oak Ridge, Tennessee

Re: Revised Structure for Mainstreet Lofts PILOT

Dear Ken,

Per your request, below is (1) an explanation as to why Mainstreet Capital Partners LLC (the "Developer") is requesting a modification of the PILOT approval and delegation that was previously approved by City Council and (2) an update on the status of the project.

Explanation for Modified Approval and Delegation

In the Developer’s original application for the PILOT, the Developer presented a two-phase development plan. The first phase involved the construction of approximately 226 apartment units. The second phase contemplated an additional building on the remaining 1.06 acres of land.

After further discussion between the Developer and its lender, it has become apparent that the two-phased development plan creates an issue with financing, because HUD requires that the mortgagor entity (in this case, the Developer - Mainstreet Capital Partners LLC) only own one asset: the 226-unit apartment development.

Under the original PILOT application, the mortgagor entity would have leased both the apartment development and the outparcel through one lease agreement. However, HUD will not provide financing to the Developer if it owns these two parcels of real estate.

Therefore, the Developer is requesting that the PILOT be bifurcated into two separate leases: one lease to Mainstreet Capital Partners LLC for the 10.082-acre tract; and a second lease to Mainstreet Capital Partners II LLC for the 1.06-acre tract. The amount of the PILOT payments that were originally approved would be bifurcated pro-rata based on acreage. Ownership of the two separate companies are identical; so, this request to restructure the PILOT lease is done only to satisfy the underwriting requirements of our HUD 221 D4 financing.

If adopted, the new resolution would authorize the IDB to close a PILOT for each tract separately instead of one PILOT for the entire property, as previously approved. However, it is important to note that the total amount of PILOT payments to be made for both tracts would be equal to the PILOT payments that City Council originally approved.

Development Update

The Developer will purchase the 11.138-acre former AMSE property on or before January 10, 2020. The Developer anticipates closing its HUD D4 loan commitment on or around February 20, 2020.
December 1, 2019
Page 2

HUD requires that the Developer mobilize to the site to begin construction within 10 days of the foregoing closing date. Accordingly, we anticipate beginning the demolition on or around February 24, 2020. The construction will last approximately 19 months total. However, the Developer expects to open the leasing office, pool, and first three buildings to tenants by May of 2021, with one additional building to be completed each month thereafter.

Please let us know if you have any questions or want to discuss further.

Very truly yours,

James P. Moneyhun Jr.

Approved:

Mainstreet Capital Partners LLC

By: [Signature]

J. Daniel Smith, President

27431344.1
RESOLUTION REGARDING THE PILOT APPLICATION
FOR MAINSTREET CAPITAL PARTNERS, LLC AND AFFILIATES THEREOF

WHEREAS, Mainstreet Capital Partners LLC (the “Original Developer”), filed an application with The Industrial Development Board of the City of Oak Ridge (the “IDB”) requesting a PILOT for the project described therein (the “Project”), which application was presented and approved by Resolution of the IDB Special Projects Committee on January 31, 2019.

WHEREAS, the IDB approved a resolution on February 4, 2019 recommending that the City of Oak Ridge approve a PILOT for the Project in accordance with the terms set forth therein, and the City of Oak Ridge (the “City”) approved a PILOT for the Project in accordance with the terms set forth in a resolution adopted by City Council on February 11, 2019.

WHEREAS, the lender of the Original Developer has requested certain changes to the legal structure of the Original Project, including the subdivision of the Project and that each subdivided portion be owned by a separate legal entity expected to be Mainstreet Capital Partners LLC, Mainstreet Capital Partners II LLC or affiliates thereof (collectively, the “Developers”); however, as set forth in the revised applications submitted by the Developers to the IDB, no changes are expected to the scope of the Project and the total amount of PILOT payments to be made with respect to the Project.

WHEREAS, the Developers have informed the IDB and the City of such changes and have requested that the IDB and the City confirm such changes are acceptable.

NOW THEREFORE, the foregoing being acceptable to the IDB, the IDB hereby recommends that Oak Ridge City Council approve a PILOT abatement incentive for Mainstreet Capital Partners, LLC, Mainstreet Capital Partners II LLC or affiliates thereof for a twenty (20) year term plus a reasonable construction period with an annual payment of $20,320 during the construction period, an annual payment of $100,000 for each of the fifteen (15) years thereafter, a payment of $175,000 for the sixteenth (16th) year, a payment of $250,000 for the seventeenth (17th) year, a payment of $325,000 for the eighteenth (18th) year, a payment of $400,000 for the nineteenth (19th) year and a payment of $475,000 for the twentieth (20th) year subject to the following terms and conditions:

1. Because any changes to the planned development within the TIF District affects the cash flows available to repay the TIF loan, the Main Street Oak Ridge Development TIF lenders agree to a PILOT program for Mainstreet Capital Partners, LLC subject to the agreement of all parties to the following two conditions or other agreed upon terms and conditions:

   a. The TIF loan funds originally allocated for development of apartments will not be advanced by the Lenders to the Developer but could be advanced directly into the Collateral Reserve Account until the final reconciliation requirements (the “true-up”) are determined on or before February 28, 2021 as necessitated by the original TIF loan agreements.
b. Upon transfer of the parcel(s) subject to the PILOT contemplated herein, the seller will place sufficient funds into the Collateral Reserve Account to ensure the TIF Loan is repaid no later than TIF Year 20 (as required in the Supplemental Loan Agreement). This amount shall be no less than $750,000 based upon the current estimates of the reconciliation amount that will be required within 30 days of February 28, 2021.

2. To the extent not already approved, that the Oak Ridge City Council approve amendments to Section 5 of the Agreement for Transfer of Real Property, dated December 29, 2016, between the City of Oak Ridge and TN Oak Ridge Illinois, LLC, to allow for the conveyance of more than thirty-three percent (33%) of the former AMSE property to Mainstreet Capital Partners, LLC or one or more affiliates thereof.

3. That a portion of the former AMSE property (approximately 10 +/- acres) is conveyed from TN Oak Ridge Illinois, LLC, (or their successor in interest) to Mainstreet Capital Partners, LLC or an affiliate thereof.

4. That a portion of the former AMSE property (approximately 10 +/- acres) be rezoned to UB-2 with a PUD overlay.

5. The ability of the Developers to obtain FHA insured mortgage loan financing or guarantee under HUD's Multi-Family Housing Program Section 221(d)(4) or other financing acceptable to the Developers.

6. So long as there is no reduction as to the total PILOT payments to be made for the Project in the aggregate, the Developers shall have the right to subdivide the Project and enter into separate PILOT leases between the IDB and one or more Developers with respect to such subdivisions and phases of the Project, and the terms of such leases may commence at different times to be consistent with the phasing of the Project. Currently, the expected subdivisions and allocations of PILOT payments are as follows:

<table>
<thead>
<tr>
<th>Projected Developer</th>
<th>Parcel</th>
<th>Total Acreage</th>
</tr>
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<tbody>
<tr>
<td>Mainstreet Capital Partners II LLC</td>
<td>482R1</td>
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<td>Mainstreet Capital Partners LLC</td>
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<p>| Projected Developer - Mainstreet Capital Partners II - Total PILOT Payments |
|-------------------------------|-----------------|-----------------|</p>
<table>
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<tr>
<th>Construction Period</th>
<th>PILOT Payments</th>
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Approved and adopted this 2nd day of December, 2019.

APPROVED:  
Kenneth R. Krushenski, of Counsel to  
The Industrial Development Board

Attested:  
Phillip S. Yager, Secretary to the Board

THE INDUSTRIAL DEVELOPMENT  
BOARD OF THE CITY OF OAK RIDGE  
By:  
David E. Wilson, Chairman

27424325.1
Mainstreet Capital Partners LLC
PO BOX 50124
Knoxville, Tennessee 37950
865-406-0938

David E Wilson, Chairman
Industrial Development Board
of the City of Oak Ridge

11/27/2019

Re: Revised Structure for Mainstreet Lofts PILOT Lease

Dear Mr. Wilson,

Unfortunately, I will not be able to attend Monday’s IDB meeting due to having an out-of-town commitment. However, I would like to provide the Industrial Development Board, via this letter, with (1) an explanation as to why we are requesting that the IDB revise the structure of the PILOT Lease Agreement; and (2) an update on when we will break ground on the apartments.

Explanation for the Revised Application

In our original application for the PILOT, we presented a two-phase development plan. The first phase involved our construction of approximately 226 apartment units. The second phase contemplated an additional building on the remaining 1.06 acres of land.

After further discussion with our lender’s attorneys, it has become apparent that this two-phased development plan creates an issue with financing, because HUD requires that the mortgagor entity (in this case, Mainstreet Capital Partners LLC) only own one asset: the 226-unit apartment development.

Under the original application, the mortgagor entity would have owned both the apartment development and the outparcel through one lease agreement. However, HUD will not provide financing to Mainstreet Capital Partners LLC if the company owns these two parcels of real estate.

Therefore, we are requesting that the IDB bifurcate the original PILOT Lease into two separate leases: one lease to Mainstreet Capital Partners, LLC for the 10.082-acre tract; and a second lease to Mainstreet Capital Partners II, LLC for the 1.06-acre tract. The lease payments would be bifurcated pro-rata based on acreage. Ownership of the two separate companies are identical; so, this request to restructure the PILOT lease is done only to satisfy the underwriting requirements of our HUD 221 D4 financing.

Development Update

We will purchase the 11.138-acre former AMSE property on or before January 10, 2020. We anticipate closing our HUD D4 loan commitment on or around February 20, 2020.

HUD requires that we mobilize to the site to begin construction within 10 days of the foregoing closing date. Accordingly, we anticipate beginning the demolition on or around February 24, 2020. Our construction will last 19 months total. However, we expect to open the leasing office, pool, and first 3 buildings to tenants by May of 2021, with 1 additional building to be completed each month thereafter.

Finally, I would like to again apologize for my absence at the meeting; and appreciate the Industrial Development Board’s consideration regarding our revised application.

Sincerely Yours,

James Smith
J. Daniel Smith, Esq.
President
RESOLUTION

A RESOLUTION APPROVING THE RECOMMENDATION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF OAK RIDGE FOR AN APARTMENT PROJECT TO BE DEVELOPED BY MAINSTREET CAPITAL PARTNERS LLC AND AFFILIATES THEREOF AND DELEGATING TO THE IDB AUTHORITY TO ENTER INTO A PAYMENT IN LIEU OF TAX (PILOT) ABATEMENT FOR THE PROJECT.

WHEREAS, in an effort to generate economic growth within Oak Ridge, the City developed economic incentives for use by The Industrial Development Board of the City of Oak Ridge (the “IDB”) as a guideline for tax abatements for qualifying entities; and

WHEREAS, by Resolution 11-120-2017, City Council approved the 2017 PILOT (Payment in Lieu of Tax) Reauthorization documents for use by the IDB as a guideline for tax abatements and payments in lieu of taxes for qualifying entities in Oak Ridge for the period of January 1, 2018 through December 31, 2020; and

WHEREAS, Mainstreet Capital Partners LLC (the “Original Developer”) filed an application with the IDB for a PILOT with respect to a proposed apartment project (the “Project”), which PILOT exceeded the authority of the IDB under the 2017 PILOT Reauthorization documents to give final approval and required City Council approval, which approval was previously given by City Council in accordance with the terms set forth in a resolution adopted on February 11, 2019; and

WHEREAS, the Original Developer’s lender has requested certain changes to the legal structure of the Project, including the subdivision of the Project and that each subdivided portion be owned by a separate legal entity expected to be Mainstreet Capital Partners LLC, Mainstreet Capital Partners II LLC or affiliates thereof (collectively, the “Developers”); however, no changes are expected to the scope of the Project and no changes are requested as to the total amount of PILOT payments to be made with respect to the Project; and

WHEREAS, the Developers have informed the IDB and the City of such changes and have requested the IDB and the City to confirm that such changes are acceptable; and

WHEREAS, based on the foregoing, on December 2, 2019, the IDB approved a resolution to recommend approval of the PILOT in accordance with the terms set forth herein, which PILOT the City Manager recommends be approved by City Council; and

WHEREAS, City Council has authority to give approval and delegate to the IDB authority to enter into the recommended abatement under the terms and conditions set forth below.

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

That the recommendations of the City Manager and the IDB are approved and a Payment in Lieu of Taxes (PILOT) abatement incentive for the Developers is approved for a twenty (20) year term plus a reasonable construction period is hereby approved with an annual payment of $20,320.00 during the construction period, an annual payment of $100,000.00 for each of the fifteen (15) years thereafter, a payment of $175,000.00 for the sixteenth (16th) year, a payment of $250,000.00 for the seventeenth (17th) year, a payment of $325,000.00 for the eighteenth (18th) year, a payment of $400,000.00 for the nineteenth (19th) year, and a payment of $475,000.00 for the twentieth (20th) year subject to the following terms and conditions:

1. Because any changes to the planned development within the TIF District affects the cash flows available to repay the TIF loan, the Main Street Oak Ridge Development TIF lenders agree to a
PILOT program for the Developers subject to the agreement of all parties to the following two conditions or other agreed upon terms and conditions:

a. The TIF loan funds originally allocated for development of apartments will not be advanced by the Lenders to the Developer but could be advanced directly into the Collateral Reserve Account until the final reconciliation requirements (the “true-up”) are determined on or before February 28, 2021 as necessitated by the original TIF loan agreements.

b. Upon transfer of the parcel(s) subject to the PILOT contemplated herein, the seller will place sufficient funds into the Collateral Reserve Account to ensure the TIF Loan is repaid no later than TIF Year 20 (as required in the Supplemental Loan Agreement). This amount shall be no less than $750,000 based upon the current estimates of the reconciliation amount that will be required within 30 days of February 28, 2021.

2. To the extent not already approved, that the Oak Ridge City Council approve amendments to Section 5 of the Agreement for Transfer of Real Property, dated December 29, 2016, between the City of Oak Ridge and TN Oak Ridge Illinois, LLC, to allow for the conveyance of more than thirty-three percent (33%) of the former American Museum of Science and Energy (AMSE) property to Mainstreet Capital Partners, LLC or one or more affiliates thereof.

3. That a portion of the former AMSE property (approximately 10 +/- acres) is conveyed from TN Oak Ridge Illinois, LLC, (or their successor in interest) to Mainstreet Capital Partners, LLC or one or more affiliates thereof.

4. That a portion of the former AMSE property (approximately 10 +/- acres) be rezoned to UB-2 with a PUD overlay.

5. The ability of the Developers to obtain FHA insured mortgage loan financing or guarantee under HUD’s Multi-Family Housing Program Section 221(d)(4).

6. So long as there is no reduction as to the total PILOT payments to be made for the Project in the aggregate, the Developers shall have the right to subdivide the Project and enter into separate PILOT leases between the IDB and one or more Developers with respect to such subdivisions and phases of the Project, and the terms of such leases may commence at different times to be consistent with the phasing of the Project. Currently, the expected subdivisions and allocations of PILOT payments are as follows:

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<th>Mainstreet Capital Partners - Mainstreet Capital Partners II – Total PILOT Payments</th>
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<td>Year 20</td>
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BE IT FURTHER RESOLVED that City Council hereby delegates authority to the IDB to enter into the PILOT abatement for this project as outlined in this resolution. The IDB's agreements concerning payments in lieu of ad valorem taxes relating to the Project may contain such administrative provisions not inconsistent with this resolution as the IDB deems appropriate.

BE IT FURTHER RESOLVED that the terms of the above-referenced PILOT are reserved for this specific project and approval of the PILOT does not create an expectation for a similar PILOT for any future similar project(s).

BE IT FURTHER RESOLVED that the December 2, 2019 resolution of the IDB is attached hereto as an exhibit.

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

This the 9th day of December, 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
INFORMATION SERVICES MEMORANDUM
19-07

TO: Mark S. Watson
   City Manager

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

DATE: November 25, 2019

SUBJECT: RESOLUTION TO ADOPT THE CITY OF OAK RIDGE, TENNESSEE 2020 STATE LEGISLATIVE AGENDA TO INFORM STATE OFFICIALS OF KEY PROJECTS, POLICIES, AND PRIORITIES IN THE CITY OF OAK RIDGE, AND TO HELP SECURE FUNDING FOR AGREED UPON PRIORITIES OF THE COMMUNITY

Introduction

An item for the December 9th City Council agenda is the approval of the City of Oak Ridge, Tennessee 2020 State Legislative Agenda. The resolution also authorizes transmittal to members of the Tennessee General Assembly as the official 2020 state legislative agenda for the City of Oak Ridge.

Background

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

The draft was developed with an emphasis on current City initiatives, staff input, and a review of agendas of other local governments and key organizations.

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

Recommendation

Staff recommends approval of the resolution.

Amy Fitzgerald

Attachments

City Manager's Comments:

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

Mark S. Watson 12-3-19
Mark S. Watson Date
RESOLUTION

A RESOLUTION TO ADOPT THE CITY OF OAK RIDGE, TENNESSEE 2020 STATE LEGISLATIVE AGENDA TO INFORM STATE OFFICIALS OF KEY PROJECTS, POLICIES, AND PRIORITIES IN THE CITY OF OAK RIDGE, AND TO HELP SECURE FUNDING FOR AGREED UPON PRIORITIES OF THE COMMUNITY.

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

WHEREAS, the City Manager recommends the approval of the City of Oak Ridge, Tennessee 2020 State Legislative Agenda to inform state officials of key projects, policies, and priorities in the City of Oak Ridge, and to help secure funding for agreed upon priorities of the community; and

WHEREAS, while the City of Oak Ridge, Tennessee 2020 State Legislative Agenda is intended to be comprehensive, issues may arise during the course of the year that require further action.

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

That the recommendation of the City Manager is approved and the attached City of Oak Ridge, Tennessee 2020 State Legislative Agenda is hereby adopted to inform state officials of key projects, policies, and priorities in the City of Oak Ridge, and to help secure funding for agreed upon priorities of the community.

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

BE IT FURTHER RESOLVED that the City of Oak Ridge, Tennessee 2020 State Legislative Agenda be transmitted to members of the Tennessee General Assembly as the official 2020 state legislative agenda for the City of Oak Ridge.

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
City of Oak Ridge, Tennessee
2020 State Legislative Agenda

This document describes the 2020 State legislative and policy agenda adopted by the elected officials of the City of Oak Ridge. Described herein are key projects, policies, and priorities that the City urges the Tennessee General Assembly to support. Other issues may arise that require separate action by City Council.

State-Shared Revenues

The City of Oak Ridge continues to absorb approximately $750,000 due to elimination of the Hall Income Tax over six years. New growth continues to be required to offset eliminated revenues, while any changes in current distribution would further erode the base upon which municipal services rely, including the educational system.

The Tennessee Advisory Commission on Intergovernmental Relations (TACIR) has conducted several recent studies that may adversely impact collection and distribution of city-shared revenues.

(1) Effects of Sharing of Resources among School Systems in Counties with More than One School System

- The Commission’s report finds that the state’s sharing requirements for local revenue contribute to funding disparities among school systems in most multisystem counties that appear to favor city school systems and special school districts over county school systems.

- The City of Oak Ridge opposes changes in the state shared formula that would reduce funding to municipal school systems without studying (a) modifications to state requirements such as maintenance of effort; (2) district level taxing authority; and (3) the significant amount of interest paid for sales taxes on public improvements and buildings, which could be eliminated with an exemption of local governments from sales taxes on buildings and structures that are to be leased or owned by a local government.

(2) Local Government Revenue in Tennessee and the Evolving Market for Cable Television, Satellite Television and Streaming Video Services

- Revenue from cable franchise fees will decrease if industry trends continue, the report recommends that local governments should consider no longer using this revenue to fund government services that have maintenance of effort requirements.

- The City of Oak Ridge urges additional review and study of potential impacts to local governments, including possible reductions in public, educational, and governmental
programming (PEG) and loss of compensation such as service to government buildings.

(3) Leveling the Playing Field: Internet Sales Tax in Tennessee...An Interim Report Prepared as the First Installment of TACIR’s Study on Local Government Revenue and Services on Internet Sales Tax Distribution

- Due to the South Dakota vs. Wayfair decision by the Supreme Court, states may require out-of-state sellers with no physical presence in the state to collect sales tax. The City of Oak Ridge urges the Tennessee General Assembly to require distribution of local option sales tax revenue from out-of-state sellers to be based on destination of the sales.

School Vouchers

The impact of school vouchers is still unknown, and many questions remain to be answered. Among these: will the state subsidy follow the student? Does the school have to accept the student? If so, does the cost of maintenance-of-effort change? Does the community have to provide additional facilities? If percentages are realigned between cities and counties for sales taxes on the Internet, what transpires with the reduced entity, particularly if affecting cities?

- Oak Ridge citizens have a long tradition of supporting and investing in public education. The City of Oak Ridge opposes voucher programs and urges the Tennessee General Assembly to limit implementation until impacts are systematically examined and mitigated.

Streamline State Grant Requirements

The City of Oak Ridge urges the Tennessee General Assembly to direct a TACIR study to systematically examine how intergovernmental grant requirements are established and implemented in order to (a) simplify the process; (b) enhance efficiencies; and (c) reduce the amount of staff time required to manage and transfer approved project revenues.

Hazardous Waste Landfills and Impacts on Oak Ridge

The Tennessee Department of Environment and Conservation (TDEC) has jurisdiction over decisions about discharges to Tennessee waterways by the U.S. Department of Energy (DOE) facilities in Oak Ridge. The City of Oak Ridge is not “at the table” and is dependent upon the decisions of TDEC to protect the public health, safety, and the environment. These decisions will affect Oak Ridge and the surrounding region for the next 200 years.

The City of Oak Ridge faces potential Clean Water Act impacts caused by DOE's cleanup and demolition. The City has requested an exemption from demolition impacts along Bear Creek and the East Fork of Poplar Creek. The City believes a waiver of any exceedances/violation caused by demolition should be granted by TDEC. Non-normal substances such as mercury may exceed City wastewater permitting standards, but known as to cause and source.

The Tennessee Valley Authority (TVA) is seeking a permit from TDEC to re-rout a waterway at the Bull Run Fossil Plant in anticipation of constructing a new landfill for coal ash. The City has requested that site environmental studies required by TDEC be completed prior to a decision regarding issuance of a permit.
Additional Requests/Updates

(1) Quick response by the Tennessee Department of Economic and Community Development (ECD) is essential with state incentives to ensure aggressive progress.

(2) The Legislative Delegation is asked to continue to include support and funding for a new airport in Oak Ridge. Approvals have been received at local levels and airport plans have been forwarded to the Federal Aviation Administration (FAA) in Washington, D.C.

(3) The Legislative Delegation is asked to support continued federal funding for the TDEC office located in Oak Ridge. Federal funding passes from TDEC to the Oak Ridge Reservation Communities Alliance (ORRCA) for regional public education and emergency response training related to the federal environmental management program in Oak Ridge.

(4) Edgemoor Road is now in the Transportation Improvement Plan (TIP) at the Transportation Planning Organization (TPO). The City continues to push this project, which is in preliminary planning phases, and urges relief from processes associated with slowing down implementation of the project. It will take additional inquiry on a consistent basis to ensure it is a top priority in the regional plan that competes with Knoxville and Knox County. Ongoing monitoring with Tennessee Department of Transportation (TDOT) is requested.

(5) The City of Oak Ridge received an allocation for a Gateway Project at the entry to Oak Ridge near the Solway Bridge. We are presently coordinating with the State Highway Department on a Request for Quotes (RFQ) to select a design consultant. This is a $500,000 project to provide a noticeable arrival point when entering Oak Ridge, due to the distance to the more built-out commercial centers. The process is following the traditional enhancement project process.

(6) Mandates for Americans with Disabilities Act—the City requests information from the State regarding implementation directives, and urges state funding to help meet mandates.

(7) The City is in the process of establishing a “Complete Count Committee” to help create awareness of the Census 2020.

(8) Assistance with the production/relocation of an “Oak Ridge Business District” sign on SR 62 near the entrance to the City from Solway.

(9) Coordination of information regarding the “Oak Ridge Institute,” in preliminary development by the University of Tennessee.
DATE: November 26, 2019

TO: Honorable Mayor and Members of City Council

FROM: Mark S. Watson, City Manager

SUBJECT: MEETING SCHEDULE FOR CALENDAR YEAR 2020

Introduction

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

Review

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

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

Since 2013, the resolution establishing the meeting schedule has had built-in flexibility. The proposed resolution for the 2020 calendar year continues to provide flexibility to schedule meeting dates of City Council in correlation with city business. A sample calendar has been drafted outlining when the meeting dates/times will typically occur. The historical practice of scheduling the regular City Council meeting on the second Monday of each month has been continued; however, in order to accommodate the request from the Oak Ridge Board of Education, work session meetings have been continued on the third Tuesday of each month. This freely allows City Council and Board of Education attendance at each other's meetings on the fourth Monday. Additionally, it is proposed that regular meetings begin at 7:00 p.m. and work sessions begin at 6:00 p.m. Work sessions are targeted for a duration of two (2) hours. On the attached calendar, locations of monthly work sessions are to be determined, with the goal being to meet at the Central Services Complex with alternate locations to be specified as the need arises.

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

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

In 2019, there is a conflict with the National League of Cities Congressional City Conference, which will be held March 8-11, 2020 in Washington, D.C. The March City Council meeting is scheduled for March 9, 2020, which falls right in the middle of this conference. Should attendance at any conferences affect the regular Council meeting or work session, the meetings can be rescheduled in accordance with the approved resolution. June will also be our budget adoption processes for FY 2021.

The proposed calendar for 2020 will also include dates for upcoming Energy Communities Alliance meetings, Tennessee Municipal League conferences, and Tennessee and International City Managers Association meetings. Many dates are yet to be determined as these organizations have not all published their schedules for 2020 as of yet. The calendar will be revised when those dates are published. In the month of September, the normal date for the work session falls the day after the City Council meeting. It is recommended that the work session be moved to Tuesday, September 22, 2020 so as not to have two meetings in the same week. It is recommended that there not be a work session in December, but one can be added if the need arises.

The month of June includes two scheduled meetings for public hearings and first and second reading on the proposed budget. A special called meeting for the presentation of the budget would be scheduled at a later date after coordinating with the Board of Education. As proposed, Monday, June 1st would be the scheduled meeting for public hearing and first reading of the budget ordinance, and the agenda for Monday, June 8th would include a second public hearing and second reading of the budget ordinance.

Recommendation

Approval of the attached resolution is recommended.

Mark S. Watson

Attachments:
2020 Proposed Meeting Schedule
Resolution
RESOLUTION

A RESOLUTION TO GENERALLY ESTABLISH MONTHLY REGULAR CITY COUNCIL MEETINGS AND MONTHLY WORK SESSION MEETINGS FOR CALENDAR YEAR 2020.

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

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

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

WHEREAS, the City Manager has prepared and recommends adoption of a proposed schedule for Calendar Year 2020.

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

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

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

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

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

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

This the 9th day of December 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

[Signature]
Mary Beth Hickman, City Clerk
COUNCIL CALENDAR - 2020

January

2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30

February

1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28

March

1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

January 1 New Year's Day
January 20 Martin Luther King Day
February 17 President's Day
April 10 Good Friday
May 25 Memorial Day
July 3 Independence Day
September 7 Labor Day
November 26 - 27 Thanksgiving
December 24 - 25 Christmas

April

1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30

May

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

June

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

July

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

August

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

September

1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30

October

1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

November

1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30

December

1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

OBSERVED HOLIDAYS

COUNCIL MEETINGS

7:00 p.m. Court Room - Municipal Building
Second Monday of Each Month
June 1 & 3 Public Hearings, Budget Approval

COUNCIL WORK SESSIONS

6:00 p.m. Location TBD
Third Tuesday of Each Month

ADDITIONAL DATES / CONFERENCES

January 30 -31 ECA Annual Meeting
Washington, DC
March 8 -11 NLC - Congressional City Conference
Washington, DC
March 16 -17 TML 2020 Legislative Conference
Doubletree, Nashville, TN (Date TBD)
April 1 -3 TCMA Spring Conference
Franklin, TN
ECA Meeting
(Date and Location TBD)
June 27 -30 TML 2020 Annual Conference
Chattanooga, TN
September 16 -18 ECA National Cleanup Workshop
Alexandria, VA
September 23 -26 IOMA Annual Conference
Toronto, Canada
October 28 -30 TCMA Fall Conference
Gatlinburg, TN
Intergovernmental Meeting/ECA Board Meeting
(Date and Location TBD)
November 18 -20 NLC - Annual Summit
Tampa, FL