

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

January 13, 2020 - 6:00 p.m.

AGENDA

I. INVOCATION

Pastor Sharon Youngs, First Presbyterian Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

Public Recognition

Recognition of the American Council of Engineering Companies Award for the Turtle Park Pump Station

V. SPECIAL REPORTS

a. City Manager Evaluation Committee Report – Mayor Warren Gooch, Chair

- i. A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT TO EXTEND THE TERM BY ONE YEAR AND TO PROVIDE FOR A NEW ANNUAL BASE SALARY AMOUNT OF \$176,508.80.

VI. CONSENT AGENDA

- a. Approval of December 9, 2019 City Council regular meeting minutes
- b. A RESOLUTION APPROVING ANNUAL MAINTENANCE FEES FOR CUSTOMER INFORMATION SYSTEM, UTILITY BILLING, AND RELATED THIRD PARTY SOFTWARE WITH CAYENTA COMPANY, A DIVISION OF HARRIS CORPORATION IN THE AMOUNT OF \$117,395.88.
- c. A RESOLUTION TO AMEND RESOLUTION 6-49-2019 TO INCLUDE FLEXIBLE STAFFING SERVICES OF TENNESSEE, INC., KNOXVILLE, TENNESSEE, TO THE LIST OF QUALIFIED COMPANIES AUTHORIZED TO FURNISH AS NEEDED TEMPORARY EMPLOYMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2020 IN AN AMOUNT NOT TO EXCEED \$100,000.00.
- d. A RESOLUTION AUTHORIZING THE EXPENDITURE OF \$301,270.24 FROM THE EQUIPMENT REPLACEMENT FUND AND WATERWORKS FUND FOR THE PURCHASE OF FOUR (4) VEHICLES AND ONE (1) EQUIPMENT ITEM FOR THE PUBLIC WORKS DEPARTMENT UTILIZING STATE CONTRACT PRICING.

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

(NONE)

VIII. RESOLUTIONS

- a. A RESOLUTION AMENDING THE CONTRACT (FY2020-006) WITH CLASSIC PROTECTIVE COATINGS, INC., MENOMONIE, WISCONSIN, FOR REHABILITATION AND REPAINTING OF THE LOUISIANA AVENUE WATER TANK TO INCREASE THE COMPENSATION BY \$38,985.00 FOR LEAD PAINT ABATEMENT.
- b. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FOXPE, LLC, NASHVILLE, TENNESSEE, FOR THE DESIGN PHASE OF THE TURTLE PARK WASTEWATER TREATMENT PLANT SCREENING FACILITIES PROJECT IN AN AMOUNT NOT TO EXCEED \$81,270.00.
- c. A RESOLUTION ENDORSING THE VISION FOR THE WILSON STREET CORRIDOR, KNOWN AS "DOWNTOWN OAK RIDGE," AS A GUIDELINE FOR THE CITY.

IX. FINAL ADOPTION 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 is required.)**

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

**PUBLIC
RECOGNITIONS**

PUBLIC WORKS DEPARTMENT MEMORANDUM
19-150

DATE: December 31, 2019

TO: Mark S. Watson, City Manager

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

FROM: Patrick S. Berge, P.E., Utility Manager *PSB*

SUBJECT: RECOGNITION FOR THE AMERICAN COUNCIL OF ENGINEERING COMPANIES AWARD FOR THE TURTLE PARK PUMP STATION

The Tennessee Chapter of the American Council of Engineering Companies held their Engineering Excellence Awards Gala on November 21, 2019. The City of Oak Ridge and FOXPE received the Grand Award for Waste and Storm Water Small Projects, the highest award in its class.

The project began in the Fall of 2017 to replace the primary influent pump station for the City. Challenges overcome included adding additional pumps to an existing compact drywell without excavation; accommodating flows ranging from 1 to 30 million gallons per day; and providing bypass pumping without loss of capacity to the wastewater system. Advanced design tools including AutoCAD Plant 3D were utilized to model the piping network in the existing space. Single size pumps were replaced with 5 MGD and 10 MGD pumps capable of handling a large range of flows at high efficiency. Bypass was achieved without loss of wastewater to the environment despite historic wet weather.

The improvements have resulted in a 7% reduction in energy usage and have resulted in an increased firm capacity of 32 MGD. The result is an efficient, resilient, and maintainable pump station.

SPECIAL REPORTS

**CITY MANAGER EVALUATION COMMITTEE
MEMORANDUM**

DATE: December 30, 2019

TO: Fellow Members of City Council

FROM: City Manager Evaluation Committee
Mayor Warren Gooch, Chair
Councilmember Kelly Callison
Councilmember Chuck Hope

SUBJECT: CITY MANAGER EVALUATION COMMITTEE REPORT AND RECOMMENDATIONS
FOR FY2020

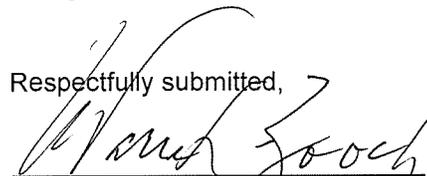
The City Manager Evaluation Committee met on October 15, 2019 to set the protocol for evaluations and again on December 18, 2019 to review the Council's completed performance evaluations of the City Manager and develop its recommendations to the Council regarding a possible change in compensation and contract extension. The three committee members were present along with City Manager Mark Watson and Deputy City Clerk Sandy Johnson.

In the second meeting the Committee reviewed the evaluation forms and discussed the Council's ratings and comments with the City Manager. A summary of the evaluations is attached. The Committee noted that the overall ratings were very positive and that the areas of relative strength and opportunities for improvement were very similar to those identified in the previous year's evaluations.

The Committee voted unanimously to recommend that the City Manager's salary be increased by 3.75 percent, retroactive to the pay period beginning July 28, 2019. This would increase his annual salary to approximately \$176,508.80, which is within the range for this position identified in the City personnel compensation. Additionally, the Committee agreed by unanimous consent to recommend that the Manager's employment agreement be extended by one year, to August 8, 2022.

The attached resolution amends the City Manager's Employment agreement to provide for the recommended salary increase and contract extension.

Respectfully submitted,



Mayor Warren Gooch, Chair
City Manager Evaluation Committee, 2019

Attachments:
Evaluation Summary
City Manager Employment Agreement with FY2019 Amendment
Resolution

2019 CITY MANAGER EVALUATION SUMMARY

LEADERSHIP

Takes a proactive approach to issues

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Provides overall guidance with a clear vision of the future of the city.

Offers new motivation, ideas, processes, and procedure to council, staff and the public

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement – 0

No Observation – 0

Comments:

Provides mentoring and coaching to key staff

Exceeds Expectations - 4

Fully Meets Expectations – 1

Needs Improvement – 1

No Observation – 0

Comments:

With several department heads who are relatively new to their current positions, coaching and mentoring of key staff is an important function that needs increased attention.

Understands his staff's strengths and shapes programs around those.

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement –

No Observation – 0

Comments:

FISCAL MANAGEMENT AND BUDGETING

Ensures purchasing policies are followed and informs council when revisions are needed

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Does an excellent job working with our finance director to present a clear picture of what the issues are for the city.

Prepares realistic and understandable budget documents

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Operates the City's finances in compliance with generally accepted accounting principles

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Manages the budget within the confines of what the council adopted

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

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

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

SERVICE DELIVERY AND ADMINISTRATION

Ensures the public receives city services efficiently and effectively

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement – 0

No Observation – 0

Comments:

Enforces laws and policies adopted by the council and the state

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Manages resources appropriately to assist staff in performing their duties

Exceeds Expectations – 3

Fully Meets Expectations – 3

Needs Improvement – 0

No Observation – 0

Comments:

Responds appropriately to citizen and employee suggestions and/or concerns

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement – 0

No Observation – 0

Comments:

CITIZEN AND COMMUNITY RELATIONS

Responsive in completion of duties

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

Gives attention to concerns and opinions of community groups and individuals

Exceeds Expectations –

Fully Meets Expectations – 6

Needs Improvement – 0

No Observation – 0

Comments:

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

Exceeds Expectations –

Fully Meets Expectations – 6

Needs Improvement – 0

No Observation – 0

Comments:

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

Exceeds Expectations – 5

Fully Meets Expectations – 1

Needs Improvement – 0

No Observation – 0

Comments:

Demonstrates openness, receptiveness, and approachability in both formal and informal situations

Exceeds Expectations – 1

Fully Meets Expectations – 5

Needs Improvement – 0

No Observation – 0

Comments:

Deals effectively with the media

Exceeds Expectations – 1

Fully Meets Expectations – 5

Needs Improvement – 0

No Observation – 0

Comments:

The addition of a full-time communications officer, filled by a well-qualified individual, was a good decision that has benefited the city's media relations over the past couple of years.

PERSONAL AND PROFESSIONAL

Projects a positive personal and professional image

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

Has complete professional integrity and adheres by the ICMA Code of Ethics

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

Demonstrates continued professional development

Exceeds Expectations – 5

Fully Meets Expectations – 1

Needs Improvement – 0

No Observation – 0

Comments:

Works toward gaining and maintaining the respect and support of staff.

Exceeds Expectations – 3

Fully Meets Expectations – 2

Needs Improvement – 1

No observation - 0

Comments:

I've observed some staff members are nervous about "where they stand" with the City Manager, suggesting that they are more fearful than respectful.

CITY COUNCIL RELATIONS

Progress toward accomplishing established goals set by the City Manager and the City Council

Exceeds Expectations – 4

Fully Meets Expectations – 2

Needs Improvement – 0

No Observation – 0

Comments:

Over the past year, we've seen great progress toward achieving City goals.

Assists by facilitating decision making without overstepping authority

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement – 0

No Observation – 0

Comments:

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

Exceeds Expectations – 1

Fully Meets Expectations - 5

Needs Improvement –

No observation - 0

Comments:

Appropriately responds to requests, advice, and constructive criticism

Exceeds Expectations – 1

Fully Meets Expectations – 5

Needs Improvement –

No Observation – 0

Comments:

Presents multiple options for Council to consider

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement – 0

No Observation – 0

Comments:

Keeps the council informed of administrative developments

Exceeds Expectations – 2

Fully Meets Expectations – 4

Needs Improvement –

No Observation – 0

Comments:

ADDITIONAL NARRATIVE

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

The manager has had a very successful year. Some of the successes that are key to the city's future are: Putting together the plan, obtaining funding and then moving ahead with the design of the new water plant; Implementation of the new accounting system; Completing the senior center and soon the completion of the preschool.

Mark has done an impressive job of "keeping many balls in the air" during this period. His ability to stay on top of a diverse variety of ongoing initiatives and challenges has been impressive.

Our City Manager effectively manages finances and leadership within each department and is very responsive to the ideas and concerns voiced by City Council. More recently he has worked well with our public works and finance directors to secure loans to assist in building a new water plant and treatment facility.

His experience across a wide range of subjects allows our city to be run very smoothly and continues to be able to handle the challenges before it.

Understanding the unique aspects of Oak Ridge operations in a way that enables him to navigate its unique challenges.

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

City staff leadership/personnel management needs greater attention.

Possible improvement with regards to empathy with some of our citizens. I understand that this can prove very difficult given the amount of ideas, complaints and concerns he receives.

Managing public perception of his level of concern for the “every day” citizen.

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

Continue doing the exemplary job with regards to effectively managing the departments he oversees as well as working closely with our City Council and the city’s boards and commissions.

The City Manager continues to work towards improvements of his abilities as a manager as well as making sure his department heads continue to develop their set of skills.

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

Continue working closely with DOE for the benefit of both the City and the agency.

The development of a new water plant should be a major priority. Evaluation of the City’s options for a center-city conference center should be another major priority over the coming year. In the context of this and other aspects of the development of center-city property, the City needs to ensure that long-term value to the community is not sacrificed for short-term expediency. The City’s relationship with the federal government is an area of growing concern that should receive significant attention. Oak Ridge may need a new “lobbyist” relationship in Washington, DC.

During the coming year I would appreciate continued emphasis being placed on our downtown area with regards to both commercial retailers, as well as mixed –use and housing. I also would ask that we continue to place an emphasis on the supporting ideas presented within our newly adopted city blueprint.

Overall, he does an excellent job given the city’s unique challenges and how he has successfully navigated them.

Please provide recommendations and comments on a possible change in compensation and a contract extension beyond the current expiration date of August 8, 2021.

I recommend a salary of \$180,000 for next year and an extension of his contract through 2022.

A raise commensurate with the overall average percentage increase provided to other city employees would be appropriate, coupled with a one-year contract extension.

I recommend a contract extension of one year past the current expiration date of 2021. Contract would continue until August 8, 2022. Also, I recommend a 3% salary increase.

2% raise and one-year contract extension

I would recommend a 4.75% pay increase and a one-year extension of current contract.

EMPLOYMENT AGREEMENT
Mark S. Watson, City Manager

This is an agreement entered into this 15th day of July, 2010 between the City of Oak Ridge (the City) by the City Council and Mark S. Watson (City Manager) to provide for the employment of Mark S. Watson as City Manager of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this agreement, the City of Oak Ridge and Mark S. Watson agree as follows:

Section 1. Duties

City Council agrees to employ Mark S. Watson as City Manager of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

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

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

C. Except as otherwise herein stated, this agreement shall become effective as of August 9, 2010 and shall continue in effect until August 8, 2013, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this agreement, City Council shall take action by February 1, 2013. However, upon the request of the City Manager during this same period, City Council shall make a decision as to whether it desires to extend said agreement.

Section 3. Performance Evaluation

A. No later than the last business day of June of each year, City Council and the City Manager shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Manager for the following fiscal year. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided.

B. The first formal evaluation of the City Manager's performance shall be completed by July 31, 2011. Thereafter, evaluations shall be conducted on an annual basis by July 31 of each year for the previous fiscal year.

Section 4. Code of Ethics

Inasmuch as the City Manager is an active member of ICMA, the "Code of Ethics" promulgated by ICMA is incorporated herein and attached hereto, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern the City Manager's conduct and actions as the City Manager of the City.

Section 5. Termination and Severance Pay

A. In the event the City Manager is terminated by the Council at its will and pleasure, during such time that the City Manager is willing and able to perform his duties under this agreement, then in that event the City agrees to pay the City Manager a lump sum cash payment equal to six (6) months' aggregate salary plus one (1) additional month's aggregate salary for each year of service for the first six years, not to exceed a total of 12 months, plus any accrued general leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Manager then in effect. Provided, however, that in the event the City Manager is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Manager of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Manager may at his option be deemed to be "terminated" at the date of such reduction within the meaning and context of the herein severance pay provision.

Section 6. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section 5, Paragraphs A and B.

Section 7. Salary

A. City agrees to pay the City Manager for his services rendered pursuant hereto an annual base salary of \$131,996.80, payable in installments at the same time as other City employees are paid.

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

Section 8. Hours of Work

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

Section 9. Automobile and Communications Equipment

A. The City Manager requires that he shall have for business and personal use during his employment with the City an automobile provided to him by the City. City shall be responsible for paying liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

B. The City agrees to provide a mobile or portable radio compatible with the City's radio system for the City Manager's exclusive use.

C. The City agrees to provide a cellular or digital telephone for the exclusive business and personal use of the City Manager.

Section 10. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of the City Manager for his continuation and full participation in national, regional, state, and local associations, organizations, and service clubs as necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 11. Professional Development

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

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

Section 12. Retirement

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

B. The City may contribute to the City Manager's Deferred Compensation Plan with the International City Management Association Retirement Corporation, on behalf of the City Manager, a sum equal to the annual contribution to such plan by the City Manager. Such annual contribution by the City shall not exceed three (3) percent of the City Manager's annual salary.

Section 13. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is encouraged to participate in these organizations in order to maintain a continuing awareness of our community attitudes and ideas.

Section 14. Leave

The City Manager shall be credited 120 hours of general leave and 140 hours of emergency leave upon the effective date of his employment with the City and shall thereafter accrue leave in the same manner as other City employees and as specified in Article 11 of the City of Oak Ridge Personnel Plan.

Section 15. Medical, Dental, Disability, Long-Term Care, and Life Insurance Benefits

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

Section 16. Liability Protection

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

Section 17. Bonding

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

Section 18. Residence

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

Section 19. Moving and Relocation Expenses

A. The City agrees to pay for the expenses of moving the City Manager, his family and personal property from Yuma, Arizona, to the City of Oak Ridge, with said moving expenses to include packing, moving, storage costs, unpacking, and insurance charges. The City Manager agrees to secure at least three bids from reputable moving companies for such services, and shall use the lowest responsible bidder.

B. The City shall assume the reasonable costs for one visit to Oak Ridge by the City Manager and his wife which shall be for the purpose of locating a principal residence within the City limits.

C. The City shall pay for up to one month's temporary housing costs if necessary.

Section 20. General Provisions

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

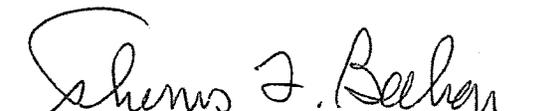
B. If any provisions contained in this agreement, or portion thereof, are held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

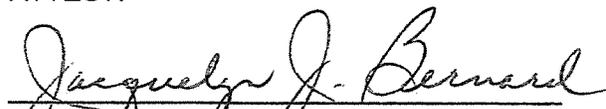


Mayor



City Manager

ATTEST:



City Clerk

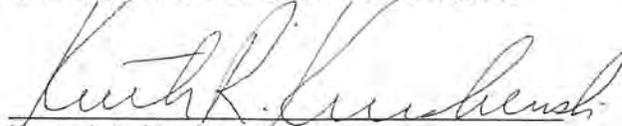
AMENDMENT NO. 8
(Employment Agreement – Mark S. Watson, City Manager)

This Amendment No. 8 entered into this the 10th day of December 2018, amends the Employment Agreement dated July 15, 2010, as amended, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Mark S. Watson, hereinafter referred to as the "City Manager."

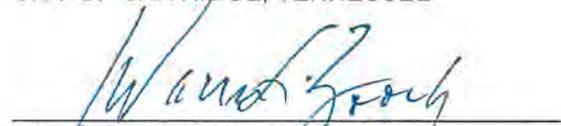
NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2, Term, Subsection C, of the Employment Agreement is hereby amended by extending the term of the agreement by one year, which changes the effective ending date of the agreement to August 8, 2021.
2. Section 7, Salary, Subsection A, of the Employment Agreement is hereby amended by increasing the City Manager's base salary to \$170,123.20 effective July 29, 2018, which is the equivalent of a two and one-half percent (2.5%) salary increase.
3. All other terms, conditions and provisions of the Employment Agreement, dated July 15, 2010, as amended, not in conflict with this Amendment No. 8 shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney

CITY OF OAK RIDGE, TENNESSEE


Warren L. Gooch, Mayor

MARK S. WATSON


Signature

Approved by Resolution 12-96-2018,
as amended by Resolution 12-111-2018

RESOLUTION

A RESOLUTION TO AMEND THE CITY MANAGER'S EMPLOYMENT AGREEMENT TO EXTEND THE TERM BY ONE YEAR AND TO PROVIDE FOR A NEW ANNUAL BASE SALARY AMOUNT OF \$176,508.80.

WHEREAS, Article V, Section 1, of the City Charter provides that City Council shall appoint a chief administrative officer of the City who shall be entitled City Manager and who shall serve at the pleasure of City Council; and

WHEREAS, on July 15, 2010, City Council entered into an employment agreement in which City Council agreed to employ Mark S. Watson as the City Manager; and

WHEREAS, said employment agreement provides that formal evaluations of the City Manager shall be conducted on an annual basis by July 31st of each year, and to this end City Council appointed a City Manager Evaluation Committee (the Committee) to develop an evaluation procedure; and

WHEREAS, the Committee has completed its work and based upon the evaluation results recommends that the City Manager's term of office be extended by one year and that he receive a three and three-fourths percent (3.75%) salary increase.

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

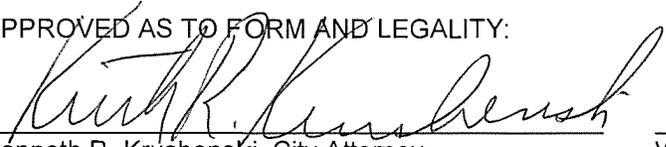
That the Employment Agreement between the City of Oak Ridge and Mark S. Watson as City Manager is hereby amended as follows:

- Section 2, Term, Subsection C, be amended to provide that the Employment Agreement shall continue in effect until August 8, 2022; and
- Section 7, Salary, Subsection A, be amended to provide for a new base salary amount of \$176,508.80, which is the equivalent of a three and three-fourths percent (3.75%) salary increase and shall be effective retroactive to the pay period beginning July 28, 2019.

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

This the 13th day of January 2020.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

CONSENT AGENDA

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

December 9, 2019

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on December 9, 2019 in the Courtroom of the Municipal Building with Mayor Warren Gooch presiding.

INVOCATION

The invocation was given by Pastor Larry Boudon, Grace Lutheran Church.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Rick Chinn.

ROLL CALL

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

Also present were Dr. Amy Fitzgerald, Acting City Manager; Ken Krushenski, City Attorney; Mary Beth Hickman, City Clerk; and Janice McGinnis, Finance Director.

PROCLAMATIONS AND PUBLIC RECOGNITIONS

(NONE)

SPECIAL REPORTS

Kris Kirby, Manhattan Project National Historical Park Superintendent, presented a report to City Council on National Park activities. Nikki Nicholas, Program Manager for the Manhattan Project National Historical Park, was also in attendance.

CONSENT AGENDA

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

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.

Councilmember Dodson moved for approval of the Consent Agenda as amended, and Councilmember Callison seconded.

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

Approval of the November 12, 2019 City Council regular meeting minutes

Resolution No. 12-127-2019

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.

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

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.

Councilmember Smith moved for approval of the ordinance, and Councilmember Dodson seconded. Mayor Pro Tem Rick Chinn recused himself from discussion of the ordinance and left the dais. Community Development Director Wayne Blasius provided an overview of the ordinance, and developer Daniel Smith answered questions from Council.

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

FINAL ADOPTION OF ORDINANCES

Ordinance No. 26-2019

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

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

RESOLUTIONS

Resolution No. 12-128-2019

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.

Councilmember Hope moved for approval of the resolution, and Councilmember Callison seconded. Police Chief Robin Smith provided an overview of the resolution and answered questions from Council.

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

Resolution No. 12-129-2019

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.

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

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

On a motion by Mayor Pro Tem Chinn and seconded by Councilmember Hammond, the following item was deferred until the January meeting:

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

Resolution No. 12-130-2019

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.

Councilmember Dodson moved for approval of the resolution, and Councilmember Callison seconded. Celebrate Oak Ridge Chairman David Mosby answered questions from Council.

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

Resolution No. 12-131-2019

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.

Mayor Gooch moved for approval of the resolution, and Councilmember Smith seconded. Mayor Pro Tem Rick Chinn recused himself from the discussion and left the dais. City Attorney Ken Krushenski provided an overview of the resolution and answered questions from Council.

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

Resolution No. 12-132-2019

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.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Smith seconded. Dr. Amy Fitzgerald provided an overview of the resolution and answered questions from Council.

Councilmember Smith suggested changing the wording of the section pertaining to Clean Water Act requirements to reflect the City being held harmless from Department of Energy violations but not exempt from these requirements.

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

Resolution No. 12-133-2019

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

Councilmember Hammond 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, Mayor Gooch and Mayor Pro Tem Chinn voting “Aye.”

APPEARANCE OF CITIZENS

Martin McBride, 954 West Outer Drive, Oak Ridge, addressed Council regarding plans for the upcoming 65th Anniversary of Oak Ridge Schools desegregation. There will be two natural time periods for discussing the anniversary – January, which is the date of the original desegregation order from the Department of Energy Headquarters in 1955, and September, when the main activities of desegregation took place. He also encouraged efforts to gain Department of Energy participation, and asked if Council would be willing to write a letter to Congressman Fleischmann emphasizing the need for the Department of Energy to focus on national publicity for the anniversary and the importance of preservation of this history for the future. Mayor Gooch stated that in addition to the Department of Energy, a letter should also be written to the Secretary of Education. He also stated that the opening of the Pre-school in March would be an opportunity for highlighting the anniversary. Councilmember Smith added that the Nuclear Regulatory Commission is another entity that should be engaged with.

ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

Announcements

City Clerk Beth Hickman stated that applications for vacancies on City Boards and Commissions are now open, and the deadline is January 24, 2020 at 5:00 p.m. Elections will take place at the February City Council meeting.

Mayor Pro Tem Chinn discussed the Wilson Street Corridor Study and the value of this project to the future of the downtown.

Councilmember Hammond stated that he had an opportunity to attend the National League of Cities City Summit in San Antonio, Texas along with Councilmember Ellen Smith. At that conference, he attended a seminar on how to encourage diversity of thought throughout the city.

Councilmember Smith also commented on the National League of Cities meeting and stated that there was an emphasis placed at the meeting on equity and understanding the inequities that exist in communities.

Mayor Gooch recognized Ross King, acting Personnel Director for the City of Oak Ridge.

Scheduling

Councilmember Hammond asked Chief Robin Smith if there is another event scheduled in the community similar to the one that Investigator Marvell Moore recently organized. Chief Smith stated that one has not been scheduled but that there is a possibility that similar events will be held next year.

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

SUMMARY OF CURRENT EVENTS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

ADJOURNMENT: 8:21 p.m.

INFORMATION SERVICES MEMORANDUM
19-08

DATE: December 20, 2019

TO: Mark S. Watson, Ph.D.
City Manager

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

SUBJECT: A RESOLUTION APPROVING ANNUAL MAINTENANCE FEES FOR CUSTOMER INFORMATION SYSTEM, UTILITY BILLING, AND RELATED THIRD PARTY SOFTWARE WITH CAYENTA COMPANY, A DIVISION OF HARRIS CORPORATION, IN THE AMOUNT OF \$117,395.88.

Introduction

An item for the January 13th City Council agenda is a resolution authorizing payment to Harris Computer Corporation, parent company of Cayenta, in the amount of \$117,395.88 for annual maintenance fees for the period January 1 through December 31, 2020.

Background

City Council Resolution 8-91-2017 authorized the City Manager to proceed with the purchase of financial management, utility billing, and enterprise management software and implementation services to replace the City's JD Edwards financial software, as well as the utility billing system developed in-house during the 1980s. The replacement of the software is needed to modernize business operations, improve efficiencies, enhance customer service, and support compliance with Tennessee Valley Authority (TVA) and other financial and legal requirements.

Among the set of contracts signed with the vendor in July 2018 is a Support and Maintenance Agreement that includes a five-year schedule for annual support and maintenance fees. The first-year maintenance service fees were included in the initial purchase price; subsequent years will be billed annually. The project is now in Year Two, so the second year of support and maintenance is due.

During contract negotiations, staff successfully included two significant cost-saving measures in the Support and Maintenance Agreement. First, the average annual increase between Years Two and Five was negotiated at an approximately 2.88 percent annually, with the annual support and maintenance fees beyond Year Five capped at four percent annually. Second, the project is being implemented in two phases, and staff negotiated the phasing of the software based on the when it would be utilized. Therefore, the City is currently being billed only for software utilized in Phase One.

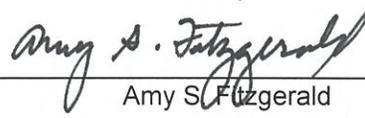
A steering committee meets on a weekly basis to help ensure project goals and schedule are being met, and costs align with projections. The project is on track to complete conversion and testing, which is currently focusing on property tax, early next year. Phase one is on track to "go live" in late spring with utility billing. The steering committee appreciates the continued involvement and expertise of Councilman Kelly Callison in the project.

Funding

Funding for this project is divided among the Electric Fund, Waterworks Fund (Water and Wastewater), General Fund, Equipment Replacement Rental Fund, and Capital Projects Fund based on proportional usage allocation.

Recommendation

Staff recommends approval of the attached resolution.



Amy S. Fitzgerald

Attachment

City Manager's Comments:

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

 1/7/20

Mark S. Watson Date

RESOLUTION

A RESOLUTION APPROVING ANNUAL MAINTENANCE FEES FOR CUSTOMER INFORMATION SYSTEM, UTILITY BILLING, AND RELATED THIRD PARTY SOFTWARE WITH CAYENTA COMPANY, A DIVISION OF HARRIS CORPORATION IN THE AMOUNT OF \$117,395.88.

WHEREAS, City Council Resolution 8-91-2017 authorized the City Manager to proceed with the purchase of financial management, utility billing, and enterprise management software and implementation services to replace the City's JD Edwards financial software, as well as the utility billing system developed in-house during the 1980s; and

WHEREAS, the replacement of the software is needed to modernize business operations, improve efficiencies, enhance customer service, and support compliance with Tennessee Valley Authority (TVA) and other financial and legal requirements; and

WHEREAS, Cayenta Company, a division of Harris Corporation, was selected as the company that best meets the City's overall needs; and

WHEREAS, this project is an intensive multi-year effort that will require significant staff resources over several phases; and

WHEREAS, the first-year maintenance fees for the software were included in the initial purchase price; and

WHEREAS, the second-year maintenance fees in the amount of \$117,395.88 are due for the term January 1 through December 31, 2020; and

WHEREAS, the City Manager recommends payment of the maintenance fees associated with the software project.

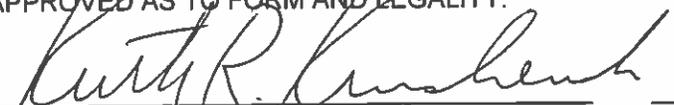
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and City Council hereby authorizes payment of \$117,395.88 to Cayenta Company, a division of Harris Corporation, for annual support and maintenance fees for the term January 1 through December 31, 2020.

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

This the 13th day of January 2019.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

PUBLIC WORKS DEPARTMENT MEMORANDUM

19-146

DATE: December 23, 2019
TO: Mark S. Watson, City Manager
FROM: Shira McWaters, P.E., Public Works Director
SUBJECT: Transfer of Temporary Staffing Contract from Alternate Staffing to Flexible Staffing

Introduction

An item for City Council's consideration is the recommendation for approval to amend Resolution 6-49-2019 which awarded the city's temporary staffing contract to Alternate Staffing for Fiscal Year 2020 and to transfer the service to Flexible staffing until June 30, 2020. The FY20 budget for temporary staffing services is a not to exceed amount of \$100,000.

Funding

No changes in funding are required for this resolution.

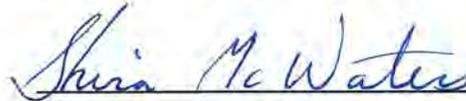
Background/Consideration

The PWD uses temporary staffing at different points throughout the year to fill in vacancies on work crews or for administrative staff until permanent employees are hired. We currently use Alternate Staffing for this service.

We received notification that Alternate Staffing is closing its business effective December 31, 2019 and that our point of contact, Ms. Angie Tanner will be working for Flexible Staffing at the start of the New Year. Ms. Tanner is the owner/operator of Alternate Staffing. Ms. Tanner has been working with Flexible staffing in the transfer our service to Flexible Staffing so there is no loss in service to the City. As of December 20, 2019 we have a balance of approximately \$86,000 remaining in the budget for temporary staffing services until the end of the fiscal year. The transfer of services to Flexible staff will allow city staff to evaluate this service for rebidding purposes for FY2021.

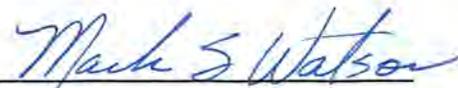
Recommendation

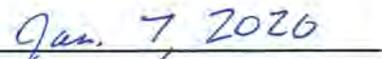
Staff recommends approval of the resolution and transfer of the contract to Flexible Staffing, effective January 1, 2020.


Name

City Manager's Comments:

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


Mark S. Watson


Date

RESOLUTION

A RESOLUTION MAKING AWARDS TO ALTERNATE STAFFING, INC., AND OTHER QUALIFIED COMPANIES FOR FURNISHING AS NEEDED TEMPORARY EMPLOYMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2020 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, the City issued a Request for Proposals (RFP) for as needed temporary employment services for clerical/office and general labor positions for Fiscal Year 2017; and

WHEREAS, by Resolution 7-44-2016 and Resolution 7-60-2017, City Council authorized an award to Alternate Staffing, Inc., Knoxville, Tennessee, who submitted the best proposal for as-needed temporary general labor employment services for the Public Works Department; and

WHEREAS, these resolutions also authorized awards to other qualified companies when more technical skill sets are needed for temporary workers;

WHEREAS, Alternate Staffing, Inc., has provided temporary workers for several years affording the Public Works Department with continuity and excellent service; and

WHEREAS, the City Manager recommends award be made to Alternate Staffing, Inc., for as needed temporary general labor employment services for FY2020, and to allow awards to other qualified companies when more technical skill sets are needed for temporary workers for the Public Works Department.

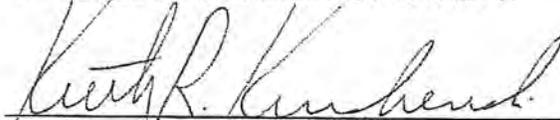
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendations of the City Manager are approved and award is hereby made to Alternate Staffing, Inc., Knoxville, Tennessee, for furnishing as needed general labor temporary workers and to other qualified companies that participated in the City's Request for Proposals process for furnishing as needed temporary workers when more technical skill sets are needed; said services for the Public Works Department for Fiscal Year 2020 (July 1, 2019 through June 30, 2020) in an amount not to exceed \$100,000.00.

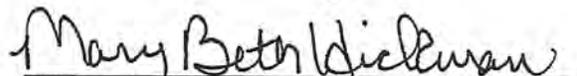
BE IT FURTHER RESOLVED the City Manager is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 10th day of June 2019.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney


Warren L. Gooch, Mayor


Mary Beth Hickman, City Clerk

430301

Open Order Inquiry

Branch/Plant . *

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.....
: 43030W          Order Detail Information
Orde : Order Number . 163709 OP   Item:
Orig : Line Number . 1.000      Acct:      21941.5236.18
Supp : Branch/Plant . 21941     Desc: FY20 TEMP HELP-WORK POOL
Buye  :
Item  :
Acco  :
      : Ordered. . . . .
      : On Budget Hold
      : Open . . . . .
      : Received . . .
      : In Routing . .
      : Dispositioned.
      : Not Vouchered.
      : Vouchered. . .
      :
      : Original Order 163709 OR 1.000 Tax Rate/Area.
      : Related Order. Last/Next Sts. 400 400
      : F6=Address Numbers F8=Dates F24=More Keys
5
.....
Opt: 5=Details 2=PO Entry 3=WO Entry F15=Amount/Quantity F24=More Keys

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Alternate Staffing Inc

PO Box 11749

Knoxville TN 37939

865-300-6405

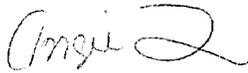
alternatestaff@bellsouth.net

To Whom it may concern:

Per my conversation with Cindy Will I am forwarding this letter to advise you that effective December 31 2019 Alternate Staffing Inc. will be ceasing operation and I will become a part of Flexible Staffing located at 5537 Clinton Hwy, Knoxville, TN 37912 it is my hope that we can continue the long standing relationship in the staffing needs with City of Oak Ridge.

Please do not hesitate to contact me if you have any further concerns or questions at 865-300-6405 and once again thank you for your business.

Angie Tanner

A handwritten signature in cursive script that reads "Angie" followed by a stylized flourish.



TENNESSEE SERVICE AGREEMENT

This is an agreement between ("Customer") and Flexible Staffing Services of Tennessee, Inc. and all its affiliates regarding the provision of temporary staffing and related services by Flexible to ("Customer").

- 1. Flexible Guarantee.** Flexible guarantees that the temporary employees it assigns to Customer will satisfactorily perform the services ordered by Customer. If such services are not performed satisfactorily, Flexible will, upon reasonable notice from Customer, cancel charges for unsatisfactory services and furnish a replacement as soon as possible. Pursuant to Tennessee law, for all light industrial assignments, Flexible will pay its temporary employees and bill Customer for four (4) hours when a temporary employee shows up for work and is sent home at Customer's request. If Flexible finds an alternate assignment for the temporary employee that day, Flexible will pay the employee and bill Customer for two (2) hours.
- 2. Assignment of Flexible Temporary Employees.** Customer will place orders with Flexible describing the type of work requested, specific duties to be performed, skills required, and any other requirements. Flexible will assign temporary employees to perform services that Customer requests under Customer's operational supervision at the location(s) and at the rates agreed to in this agreement.
- 3. Employment Relationship with Flexible Temporary Employees.** As the provider of staffing services, Flexible will be the employer of Flexible Temporary Employees, and will be responsible for the staffing services listed below. As the recipient of such staffing services, Customer will be responsible for controlling the environment in which temporary employees perform their work, the details of their work, and their work product, and for the business-related responsibilities listed below.

A. Flexible's Responsibilities. Flexible will:

1. Recruit, select, and hire Flexible Temporary Employees that best fit the Customer's job order;
2. Assign Flexible Temporary Employees according to Customer's requirements;
3. Pay Flexible Temporary Employees the wages and provide the benefits that Flexible offers to them as its employees;
4. Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
5. Provide workers' compensation benefits and coverage for Flexible Temporary Employees;
6. Maintain Flexible Temporary Employees' personnel and payroll records related to their employment by Flexible;
7. Comply with laws, rules or regulations applicable to providers of staffing services;
8. Make legally required employment law disclosures to Flexible Temporary Employees; and,
9. Provide Flexible Temporary Employees of diverse race, gender, ethnicity, and background;
10. Conduct new-hire orientation as well as general safety and health training.

Customer may arrange to review Flexible's records as necessary to confirm that Flexible is performing these services. Customer agrees to maintain the confidentiality of records it reviews.

B. Customer's Responsibilities. Customer will:

1. Perform a hazard assessment of the worksite to determine what conditions exist at the worksite, and how best to ensure protection for Flexible Temporary employees;
2. Provide detailed job descriptions so Flexible may recruit the most appropriate candidate for the job;
3. Provide Flexible temporary employees with a safe and suitable workplace;
4. Conduct new-hire orientation as well as general safety and health training for the new-hire and refresher training throughout the year.

5. Provide site-specific safety training to Flexible Employees upon inception of assignment, at the time there is changes in the procedure, and/or annually. The safety training will include but not limited to site specific hazard communication including location and use of MSDS sheets, notification of any specific hazardous chemical exposure; and accident reporting procedures as it relates to hazardous substance, proper use of required personal protective equipment including but not limited to: safety glasses, hearing conservation devices, work shoes, gloves, aprons, and the like;
6. Develop, implement, and provide an emergency action plan. Provide training to Flexible Employees, upon inception of assignment, at the time there is changes to the plan, and/or annually. The emergency action plan should include, but is not limited to: Evacuation procedures, emergency response procedures, location of emergency exits, assembly points, location and use of common emergency equipment, notification, warning, and communications procedures.
7. Must obey all laws pertaining to the appropriate state-specific workers' compensation act.
8. Be diligent in preventing accidents or injuries from occurring or recurring by identifying hazards;
9. Provide Flexible with prompt notice of any accident or injury suffered by a Flexible temporary employee;
10. Only use temporary employees in assignments that match the job descriptions that have been agreed upon in this agreement;
11. Customer is not allowed to make changes in the job duties or functions of a Flexible temporary employee , unless done so in writing, and agreed upon by signature/date of a Flexible Corporate Officer;
12. Customer shall not assign Flexible temporary employees to a facility or location other than the Customer's premises agreed upon in his agreement, without prior written consent from a Flexible Corporate Officer.
13. Provide adequate internal controls, supervision, and instructions for temporary employees, and be responsible for their conduct when they are required to handle, trade secrets, valuables, or similar property;
14. Be responsible for the use of any vehicle, powered mobile equipment or any other machinery operated by temporary employees;
15. Be responsible for the conduct of its own officers, employees, and agents;
16. Comply with duties imposed on it by law, rule, or regulation;
17. Notify Flexible of any exposures to blood borne pathogens that may exist at Customer site;
18. Notify Flexible prior to inception of any chemical hazards, physical hazards, biological hazards, or ergonomic hazards that Flexible Employees may be exposed to; and,
19. Provide Flexible Temporary Employees with First Aid at the scene when needed;
20. Provide modified or light duty work for any Flexible Employee able to return to work with restrictions, in the event an employee is injured;
21. Agree to cooperate with all aspects of Flexible's on-site or off-site investigation activity surrounding a work-related injury or illness, including but not limited to:
 - a. Provide Flexible with facts and detailed information pertaining to the accident and/or injury;
 - b. Provide Flexible with videotape footage of the accident when applicable;
 - c. Preservation of any and all evidence;
 - d. Preservation of the integrity of the accident scene;
 - e. Complete or submit documentation when necessary;
 - f. Allowing Flexible access to your facility or phone communication to supervisors so we may complete documentation pertaining to facts of the accident; investigation forms; conduct witness interviews; document the scene of the accident by taking photos, video recordings, or drawing sketches.
22. Be responsible for recordkeeping and reporting of work-related accidents/injuries with regard to completion of OSHA 300 logs.

4. Insurance Including Workers' Compensation Coverage. Flexible will maintain during the term of this Agreement at least the following types and limits of insurance or other coverage:

- A. Workers' compensation on the Flexible Temporary Employees, in amounts no less than required by law;
- B. Employer's liability insurance with a limit of \$1,000,000;
- C. Flexible has the right to invoice for any Workers Compensation claim that arises out of normal scope of employment not listed in this agreement;

At Customer's request, Flexible will provide Customer with certificates of this insurance coverage.

5. Billing

- D. **Invoices.** Flexible will invoice Customer on a weekly basis for hours worked by temporary employees at agreed-upon hourly bill rates. The rates, at which Flexible will invoice Customer, and reimbursable expenses, if any, are listed in Pricing Exhibit A.
- E. Customer agrees that they accept invoices as is unless they notify the Corporate Office within 20 Days after invoice date.
- F. **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- G. **Adjustments.** Customer agrees that Flexible may adjust pricing annually and, additionally, to reflect periodic increases in wage and/or related tax, benefit and other costs as the result of any determination, order or action by or under any applicable governmental authority, collective bargaining agreement or insurance or benefit program (e.g., annual SUTA adjustments).
- H. **Overtime.** Flexible Temporary Employees are presumed to be "nonexempt" employees, which means that they are paid overtime if Flexible determines overtime pay is legally required (or when Customer has requested payment of overtime). Flexible will charge Customer overtime rates. Unless listed in Pricing Exhibit A, overtime rates will be calculated by applying to Flexible's bill rate the same overtime multiple as Flexible is required to apply to the Flexible Temporary Employee's pay rate.
- I. **Record Of Time Worked.** Customer agrees to review and approve, by signature or electronically or any other means, a record of time worked by Flexible's employees and the transmission by any means of such hours are considered final. Customer will also designate one or more representatives of Customer to approve the record on its behalf. If a Customer representative is unavailable, Flexible's representative responsible for the Customer assignment, or other Flexible representative authorized by Customer, may approve the record on Customer's behalf.

6. Payment Terms. Payment for services is due 15 Days upon Receipt. After 30 Days interest, Legal Fees, Collection Agency fees and court cost will be assessed to the payment terms. If credit is granted, I understand that the terms Flexible Staffing Services, Inc., an Tennessee Corporation, and each of its parents, divisions and or subsidiaries (collectively hereinafter, "FSS") are Net Due upon Receipt. FSS may charge interest at the highest legal rate or 18 percent whichever is less, on any past due balance with said interest being calculated from date of default. All Invoices are not disputable after 20 days of the invoice date. FSS will not audit any account after 180 days of the invoice date. In consideration of FSS extending credit to the above-referenced business, I hereby guarantee, jointly and individually, to pay for all labor and services supplied to me or to any of us at the above-referenced business. In the event that any account is placed for collection, I agree to pay all costs, including attorney fees, (whether in house or otherwise), court costs and finance charges. This Agreement will be governed by the internal laws of the State of Tennessee, without regard to its conflicts of laws rules. All disputes arising under this Agreement and between the parties shall be conducted in the Courts located in Cook County, Illinois.

7. Conversion and Transition of Flexible Temporary Employees. Customer acknowledges that Flexible incurs substantial expenses for recruiting, testing, training and retaining its employees, and Customer agrees to obtain the services of each Flexible Temporary Employee only through an order with Flexible. If Customer wishes to obtain the services of a Flexible Temporary Employee by hiring them (known as a "conversion"), or by assignment, arrangement, or contract from another source (known as a "transition"), Customer agrees to compensate Flexible at the conversion rates set forth in the Attached Proposal.

8. Indemnification by Flexible. Except and to the extent that the claim or liability is the result of the recklessness, gross negligence, simple negligence, intentional misconduct, including but not limited to the failure to comply with any applicable common, local, state or federal law, ordinance, regulation, or order, which is solely attributable to the Customer,

its shareholders, directors, officers, employees, successors, assigns and/or insurers, Flexible hereby agrees to indemnify, defend and hold Customer harmless of and from any and all liabilities, damages, losses, costs or expenses, including reasonable attorney's fees and court costs (collectively "Losses") arising out of, relating to or resulting from: (a) any all workers' compensation claims, and related actions or proceedings brought by a Flexible Temporary Employee; (b) any and all claims, actions or proceedings of any nature by any person or entity relating to, resulting from, or arising out of the negligence, gross negligence or recklessness by Flexible, a Flexible Temporary Employee and/or Flexible's representatives, employees, subcontractors, suppliers, shareholders, directors, officers, successors, assigns and insurers, and/or; (c) any and all actions, claims or proceedings arising out of, resulting from or relating to the failure by Flexible, a Flexible Temporary Employee, and/or Flexible's representatives, employees, subcontractors, suppliers, shareholders, directors, officers, successors, assigns and insurers to comply with this agreement; or any applicable common, local, state, or federal law, ordinance, regulation or order. The term "Losses", as defined herein, includes only actual damages, and shall not include punitive damages, or speculative damages, including projected lost profits, projected lost revenues, or speculated diminution in value of Customer's business or products.

9. Indemnification by Customer. Customer agrees to indemnify, defend and hold harmless Flexible from any and all Losses which arise out of, relate to, or result from: (a) the recklessness, gross negligence, intentional misconduct, or simple negligence solely attributable to Customer, its shareholders, directors, officers, employees, successors, assigns and/or insurers; (b) injuries or other Losses resulting from an improperly maintained or the defective condition of a motor vehicle or any other motorized mobile equipment owned, leased, used or rented by Customer in its business, and/or (c) any and all actions, claims, proceedings or Losses arising out of, resulting from or relating to the failure by Customer, Customer's representatives, employees subcontractors, suppliers, shareholders, directors, officers, successors, assigns and insurers to comply with this Agreement, or any applicable common, local, state, or federal law, ordinance, regulation or order.

10. Indemnification Procedure. In the event that any Indemnified Party asserts its right to indemnification under this Agreement, the Indemnified Party shall immediately provide the Indemnifying Party with written notice of the claim at issue, together with a summary of any available information regarding the claim (the "Notice of Claims"). Within ten (10) days of receiving the Notice of Claims, the Indemnifying Party will provide written notice to the Indemnified Party of whether it will accept tender of indemnification based on the clauses and definitions in this Agreement (the "Defense Notice").

If necessary, the Indemnifying Party will, at its expense, undertake the defense of the claim as described in the Notice of Claims in the name of the Indemnified Party, assisted by counsel of the Indemnifying Party's choice. The Indemnified Party may, at its own expense, participate in the defense of the claim with counsel of its own.

If the Indemnifying Party timely conducts the defense of the claim as described in the Notice of Claims, the Indemnified Party will cooperate and make available such assistance, records, and materials as the Indemnifying Party may reasonably request.

If the Indemnifying Party elects not undertake the defense of the claim as described in the Notice of Claims and the Indemnifying Party is responsible under this Agreement for doing so. The Indemnified Party shall have the right to conduct its own defense of the claim at issue, in good faith, and represented by counsel of its choice at the expense of the Indemnifying Party. If it is adjudged that the Indemnifying Party should have assumed the defense of the claim as described in the Notice of Claims, the Indemnifying Party shall be responsible for all costs and fees incurred by the Indemnified Party in bringing the claim to enforce this indemnification provision, including, without limitation, costs and reasonable attorney's fees.

The Parties agree that written consent from Flexible is required prior to the entry of Customer into a settlement of any claim, irrespective of whether the Indemnified Party has chosen to be assisted by its own counsel that affects Flexible. The Indemnifying Party is bound and obligated to pay any settlement or any judgment rendered against the Indemnified Party within ten (10) days of the entry of judgment or settlement.

11. LIMITATION OF LIABILITY. AS COMMERCIAL PARTIES INTENDING TO ESTABLISH A MUTUALLY BENEFICIAL TEMPORARY STAFFING RELATIONSHIP, FLEXIBLE AND CUSTOMER EACH ACKNOWLEDGES THAT THE FOLLOWING LIMITATIONS FORM AN ESSENTIAL PART OF THEIR AGREEMENT. FLEXIBLE WILL BE RESPONSIBLE FOR DAMAGES TO THIRD PARTIES FOR WHICH FLEXIBLE IS OBLIGATED UNDER SECTION 8. FOR OTHER DAMAGES, FLEXIBLE'S ENTIRE LIABILITY TO CUSTOMER WILL NOT EXCEED PROVEN DIRECT DAMAGES OR \$10,000 PER OCCURRENCE, WHICHEVER IS LESS. NEITHER FLEXIBLE NOR CUSTOMER WILL BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUES, OR GOODWILL ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.

12. Term. This Agreement will continue in force unless one party gives the other party at least fifteen (15) days' written notice of termination. Flexible may terminate this Agreement immediately for non-payment of services. Termination of

this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of temporary employees. Upon any termination by either party, Customer is not allowed to transfer any Flexible employees to any other Staffing Agency or their own payroll without express written consent from a Corporate Officer.

- 13. Notices.** Any notices, consents or other communications required by this Agreement must be in writing and delivered, faxed, or sent by customary commercial electronic transmission to the Corporate Office, Attn: Gerald S. Modlinski.
- 14. Independent Contractor.** Nothing in this Agreement makes Flexible an agent, partner or joint venture of Customer.
- 15. Governing Law and Venue.** This Agreement will be governed by the internal laws of the State of Tennessee, without regard to its conflicts of laws rules. All disputes arising under this Agreement and between the parties shall be conducted in the Courts located in Cook County, Illinois.
- 16. Force Majeure.** Flexible will not be responsible for failure or delay under this Agreement if the failure or delay is due to labor disputes or strikes, fire, riot, war, acts of terrorism, acts of God or any other causes beyond the control of Flexible.
- 17. Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- 18. Entire Agreement.** This Agreement (including any attachments) contains all of the terms between Customer and Flexible on the subject of temporary staffing services for the jobs and a location specified, and replaces all prior agreements and representations on the subject. This Agreement may be modified or supplemented only by a signed and dated written amendment referring to it. Forms that may be used by the parties in their staffing relationship such as purchase orders, time cards, and invoice recitals will not supersede, supplement, modify, or control this Agreement.

Job Description	Pay Rate	Bill Rate	Mark-Up
General Labor	10.58	15.13	43
General Labor with CDL	11.22	16.04	43
Parks Dept	10.27	14.69	43
Warehouse	8.88	13.14	48
Clerical	12.00	16.80	40

The undersigned authorizes FSS to investigate our credit history, bank references, workers' compensation history, and any other information deemed necessary to extend credit. The undersigned hereby consents to the use of a consumer credit report by FSS; in order to evaluate the credit worthiness of the undersigned as principal, proprietor, and/or guarantor in connection with the extension of credit as contemplated by this application. The undersigned hereby authorizes FSS to utilize a consumer credit report on the undersigned periodically in connection with the extension or continuation of the business credit represented by this application. The undersigned as an individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §§ 1681 et. Seq. I agree to immediately notify FSS of any change in ownership or address or form of said business. This agreement shall remain in force until written notice of revocation is received by FSS from the applicant.

CUSTOMER
Address for Notices:



Flexible Staffing Services of Tennessee, Inc.
Address for Notices:
870 E. Oak Street
Lake in the Hills, IL 60156
Attn: General Counsel

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed

RESOLUTION

A RESOLUTION TO AMEND RESOLUTION 6-49-2019 TO INCLUDE FLEXIBLE STAFFING SERVICES OF TENNESSEE, INC., KNOXVILLE, TENNESSEE, TO THE LIST OF QUALIFIED COMPANIES AUTHORIZED TO FURNISH AS NEEDED TEMPORARY EMPLOYMENT SERVICES FOR THE PUBLIC WORKS DEPARTMENT FOR FISCAL YEAR 2020 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, by Resolution 6-49-2019, City Council authorized the City to use Alternate Staffing, Inc., Knoxville, Tennessee, for the furnishing of as-needed general labor temporary employment services for the Public Works Department for Fiscal Year 2020; and

WHEREAS, Alternate Staffing, Inc., has provided temporary workers to the Public Works Department for several years affording the City with continuity and excellent service; and

WHEREAS, Alternate Staffing, Inc. has closed its business effective December 31, 2019, and the owner/operator of the company is now working with Flexible Staffing Services of Tennessee, Inc., Knoxville, Tennessee, to transfer clients; and

WHEREAS, over \$80,000.00 remains in the budget for temporary workers in the Public Works Department for FY2020 and the department would like to continue receiving services from the same point of contact to maintain continuity and excellent service; and

WHEREAS, the City Manager recommends an amendment to the resolution to allow the City to utilize the services of Flexible Staffing Services of Tennessee, Inc.

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

That the recommendation of the City Manager is approved and Resolution 6-49-2019 is hereby amended to include Flexible Staffing Services of Tennessee, Inc., Knoxville, Tennessee, as the company for furnishing as needed temporary workers; said services for the Public Works Department for Fiscal Year 2020 (July 1, 2019 through June 30, 2020) in an amount not to exceed \$100,000.00.

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

This the 13th day of January 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**PUBLIC WORKS DEPARTMENT MEMORANDUM
19-143**

DATE: December 20, 2019
TO: Mark S. Watson, City Manager
FROM: Shira A. McWaters, P.E., Public Works Director
SUBJECT: FY20 PURCHASE OF VEHICLES/EQUIPMENT FOR PUBLIC WORKS DEPARTMENT

Introduction

An item for City Council's consideration is a resolution approving the purchase of five (5) vehicles for the Public Works Department through State of Tennessee contract pricing. The resolution makes awards to Ford of Murfreesboro, Tennessee in the amount of \$198,406.00 for the furnishing of one (1) Ford F-450 Super Cab 4WD, one (1) Ford F-350 Super Cab 4WD, one (1) Ford F-250 Regular Cab 2WD, and one (1) Ford F-250 Super Cab 4WD; and to Stowers Machinery Corporation, Knoxville in the amount of \$103,742.24 for the furnishing of a backhoe for a total combined amount of \$302,148.24.

Funding

Funding for all items are through the Waterworks fund with the exception of the new Ford F-250 Regular Cab and Ford F-350 Super Cab that are funded through the Equipment Replacement fund. All items with the exception of the Ford F-250 Super Cab are identified in the FY20 budget.

Review

The Public Works Department uses a variety of trucks and equipment in its daily operations. The vehicles were assessed based on condition, current use and if they should be replaced in-kind or downsized. The purchases are recommended for replacement equipment.

The equipment shop has evaluated the existing equipment and recommends that it be replaced based on its condition and maintenance requirements. All items are recommended to be purchased from the State of Tennessee purchasing contracts.

The first item is for the purchase of a 2020 Ford F250 Super Cab 4WD to replace Vehicle 212 used by the wastewater treatment plant operations crew. This vehicle is not on the FY20 budget but is currently dead-lined for replacement and is no longer used due to maintenance issues. This vehicle is used in the daily maintenance of the two wastewater treatment plants and at times is used to carry heavy equipment and pumps as needed for the plants. Unit 212 is approximately 17 years old and has over 134K miles. Due to its age and condition, it is no longer usable unless significant repairs are made, this vehicle is recommended for replacement. Unit 212 will be auctioned. The bid received from Ford of Murfreesboro is \$29,122.00.

The second item is for the purchase of a 2020 Ford F-250 Regular Cab 2WD to replace Vehicle 230 used by the city plumber. This vehicle is used in the daily maintenance of the different city buildings' plumbing needs. Unit 230 is approximately 19 years old and has over 142K miles. Although the vehicle is in overall fair condition, the maintenance costs over the past five years are approximately \$14,000. Unit 230 will be auctioned. The bid from Ford of Murfreesboro is \$42,925.00.

The third item is for the purchase of a 2020 Ford F-350 Super Cab 4WD to replace Vehicle 256 used by the asphalt crew. This vehicle is used to haul equipment and tools throughout the city to repair asphalt streets and sidewalks. Unit 256 is approximately 14 years old and has over 129K miles. Although this vehicle is in overall fair condition, the maintenance costs over the past five years are approximately \$19,700. Unit 256 will be auctioned. The bid from Ford of Murfreesboro is \$49,021.00.

The fourth item is for the purchase of a 2020 Ford F-450 Super Cab 4WD to replace Vehicle 400 used by the water crew. This vehicle is was used in the daily maintenance of the water distribution and storage systems, until it was totaled in an accident. This vehicle was on the FY19 budget for replacement and the replacement vehicle purchased was provided to the general maintenance crew to replace vehicle 324 since it better met their needs.

However, this left the water crew down a vehicle which the requested 2020 Ford F-450 will fill. The bid from Ford of Murfreesboro is \$76,460.00.

The last item is for the purchase of a new backhoe to replace backhoe 461 which is used by the sewer crew. Unit 461 is approximately 8 years old and has 5000 hours at last service. Maintenance costs for the last five years are approximately \$47,500 which is approximately 45% of the cost of a new backhoe. The bid received from Stowers Machinery Corp. is \$103,742.24

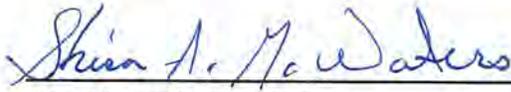
The total cost for all equipment and vehicle purchase is \$302,148.24.

All vehicles and equipment to be replaced have been evaluated by the equipment shop who recommends replacements of the units listed.

Recommendation

Staff recommends approval of the attached resolution.

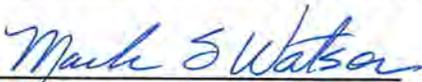
Attachment(s)
Equipment Shop Evaluations
State Contract Bid Quotes



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 Jan. 7, 2020

WV

**PUBLIC WORKS DEPARTMENT
INTRAOFFICE MEMORANDUM
19-141**

DATE: December 16, 2019

TO: Shira A. McWaters, Public Works Director

FROM:  Mike Miller, Streets and Fleet Manager

SUBJECT: EVALUATION OF VEHICLE 212

- 2003 Ford F250
- Assigned to the WWTP
- In service since March 2003
- Over 134,000 miles at last service.
- Overall condition – Poor
- Last five (5) years maintenance costs in parts and labor total \$3111.01
- It is the opinion of the Fleet Maintenance Division that this vehicle has served its useful life with the City and it is no longer cost effective because of age and mileage to continue investing money in maintenance and repair. At this age and mileage more expensive repairs would be expected.
- Recommend replacement.
- Approximate replacement cost – \$30,000.

cc: Michael Smith, Operations and Division Manager

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000064470

*To Replace 212
 WWTP*

TO:	OAKRIDGE	PICKUP
	2020 FORD F-250 SUPER CAB XL 4WD 148 WB	
	OXFORD WHITE	6.5 FT BED

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: December 18, 2019
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1				
2	1	2020 FORD F-250 SUPER CAB 4WD PICKUP	\$27,677.00	
3		6.2 LITER V-8 GAS, 6 SPEED TRANSMISSION		
4		EXTERIOR OXFORD WHITE		
5		INTERIOR - MEDIUM GRAY VINYL		
6		OPTIONS LISTED ON WINDOW	\$1,445.00	TBD
7				
8				
9				
10				
11				
12		TOTAL	\$29,122.00	

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

PER

Budget 30,000

December 18, 2019

DATE



Prepared by: JOHN HAMBY
12/18/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 25

Major Equipment

(Based on selected options, shown at right)

- | | |
|--|--|
| 6.2L V-8 SOHC w/SMPI 385hp | Exterior: Oxford White |
| TorqShift-G 6 speed automatic w/OD | Interior: Medium Earth Gray |
| * 4-wheel ABS | * Brake assistance |
| * Traction control | * LT 245/75R17 E BSW AS S-rated tires |
| * Battery with run down protection | * Firm suspension |
| * Advance Trac w/Roll Stability Control | * Air conditioning |
| * Tinted glass | * AM/FM stereo with seek-scan, external memory control |
| * Streaming audio | * Daytime running |
| * Dual power remote heated mirrors | * Variable intermittent wipers |
| * 17 x 7.5 steel wheels | * Dual front airbags w/passenger cancel |
| * Driver and front passenger seat mounted side airbags | * SecuriLock immobilizer |
| * Tachometer | * Message Center |
| * Underseat ducts | * Reclining front split-bench seats |
| * 60-40 folding rear split-bench | * Running boards |
| * Audio control on steering wheel | * Class V hitch |
| * Front axle capacity: 6000 lbs. | * Rear axle capacity: 6200 lbs. |
| * Front spring rating: 4800 lbs. | * Rear spring rating: 6340 lbs. |
| * Frame section modulus: 10.7 cu.in. | * Frame Yield Strength 50000 psi |
| * Cab to axle: 39.9" | |

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$38,830.00
Order Code 600A	N/C
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
3.73 Axle Ratio	Included
GVWR: 10,000 lb Payload Package	Included
Tires: LT245/75Rx17E BSW A/S (4)	Included
Wheels: 17" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
148" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/MP3 Player	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
Oxford White	N/C
Medium Earth Gray	N/C
XL Value Package	\$395.00
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included

Fuel Economy

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.



Prepared by: JOHN HAMBY
12/18/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2020 F-250 4x4 SD Super Cab 6.75' box 148" WB SRW XL (X2B)

Price Level: 25

City
N/A



Hwy
N/A

As Configured Vehicle

MSRP

Chrome Rear Step Bumper	Included
Steering Wheel-Mounted Cruise Control	Included
Power Equipment Group	\$915.00
Accessory Delay	Included
Manual Telescoping/Folding Trailer Tow Mirrors	Included
Advanced Security Pack	Included
Power Locks	Included
Power Tailgate Lock	Included
Power Front & Rear Seat Windows	Included
Remote Keyless Entry	Included
Trailer Brake Controller	\$270.00
Platform Running Boards	\$445.00
Upfitter Switches (6)	\$165.00
200 Amp Alternator	Included

SUBTOTAL \$41,020.00

Destination Charge \$1,595.00

TOTAL \$42,615.00

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.

**PUBLIC WORKS DEPARTMENT
INTRAOFFICE MEMORANDUM
19-138**

DATE: December 17, 2019
TO: Shira A. McWaters, Public Works Director
FROM:  **Mike Miller, Streets and Fleet Manager**
SUBJECT: Evaluation of truck 230

- 2001 Dodge 2500 with utility bed
- Assigned to Plumber
- In Service December 2000
- Over 142,000 miles at last service
- Overall condition- Fair
- Last five years maintenance cost – \$13,977.34
- It is the opinion of the Fleet Maintenance Division that this vehicle has served its useful life and is no longer cost effective to keep. Because of age and mileage more expensive repairs should be expected.
- Recommend replacement.
- Approximate replacement cost – \$30,000.00

cc: Michael Smith Operations Division

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000064470

TO:	OAKRIDGE	TRUCK #230
	2020 FORD F-250 REGULAR CAB XL 2WD	
	OXFORD WHITE	SERVICE BODY

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: *December 18, 2019*
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE	
1	1	2020 FORD F-250 REG CAB 2WD	\$23,780.00	TBD	
2		6.2 LITER V-8 GAS, 6 SPEED TRANSMISSION			
3		EXTERIOR OXFORD WHITE			
4		INTERIOR - MEDIUM GRAY VINYL			
5		OPTIONS LISTED ON WINDOW	OPTIONS		\$1,820.00
6					
7					
8		READING US98ASW W/ MASTER LOCKING SERVICE BODY			<u>\$17,325.00</u>
9		MAXON LIFTGATE			
10		LISTED BELOW			
11			TOTAL		\$42,925.00
12					

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.

December 18, 2019
 DATE

PER

- F-250 regular cab with service body and liftgate. TRUCK # 230
- Reading U98ASW
- Master locking
- Maxon lift gate model C2-45-1342TP38
- 3,000 w inverter and battery rode side front
- G.F.I. road side rear
- Compartment lights
- Line-X Cargo top of sides bumper
- (4) holder tool curb side
- Side mount angel ladder rack curb side
- 4 drawer unit curb front
- Powder coat white
- L.E.D. stop-tail-turn lights

C

**PUBLIC WORKS DEPARTMENT
INTRAOFFICE MEMORANDUM
19-139**

DATE: December 17, 2019

TO: Shira A. McWaters, Public Works Director

FROM: *MM* **Mike Miller, Streets and Fleet Manager**

SUBJECT: Evaluation of truck 256

- 2006 Ford F250 with utility bed
- Assigned to Asphalt Crew Chief
- In Service August 2006
- Over 129,000 miles at last service
- Overall condition- Fair
- Last five years maintenance cost – \$19,683.29
- It is the opinion of the Fleet Maintenance Division that this vehicle has served its useful life and is no longer cost effective to keep. Because of age and mileage more expensive repairs should be expected.
- Recommend replacement.
- Approximate replacement cost – \$55,000.00

cc: Michael Smith Operations Division Manager

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000064470

Replace #256

TO:	OAKRIDGE	TRUCK #256
	2020 FORD F-350 SUPER CAB XL 4WD SRW	
	OXFORD WHITE	SERVICE BODY

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: *December 18, 2019*
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2020 FORD F-350 SUPER CAB 4WD	\$30,196.00	TBD
2		6.2 LITER V-8 GAS, 6 SPEED TRANSMISSION		
3		EXTERIOR OXFORD WHITE		
4		INTERIOR - MEDIUM GRAY VINYL		
5		OPTIONS LISTED ON WINDOW OPTIONS	\$1,950.00	
6				
7				
8		READING U98ASW W/ MATER LOCKING SERVICE BODY	\$14,875.00	
9				
10		LISTED BELOW		
11				
12			TOTAL	

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
 PER

December 18, 2019
 DATE

- F-350 Super Cab Chassis SRW 56"
- Reading U98ASW
- Master locking
- 3,000 w inverter and battery rode side front
- G.F.I. road side rear
- Compartment lights
- Line-X Cargo top of sides bumper
- (4) holder tool curb side
- 4 drawer unit curb front
- Powder coat white
- L.E.D. stop-tail-turn lights

**PUBLIC WORKS DEPARTMENT
INTRAOFFICE MEMORANDUM
19-140**

DATE: December 16, 2019
TO: Shira A. McWaters, Public Works Director
FROM: Mike Miller, Streets and Fleet Manager
SUBJECT: EVALUATION OF VEHICLE 400

- 2008 Ford F-450
- Assigned to Public Works Water Crew
- In service since 2008
- Over 156,000 miles at last service.
- Overall condition – Totaled in accident
- Last five (5) years maintenance costs - NA.
- Recommend replacement.
- Approximate replacement Cost- \$ 75,000.00
- This vehicle was originally scheduled to be replaced in FY2018/2019. In agreement with Rick Irwin the truck that was ordered was better suited for General Maintenance which was scheduled for replacement on this budget. This truck will need to be replaced on this current budget. FY 2019/2020

cc: Michael Smith, Operations and Division Manager

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000064470

Replace #400

TO:	OAKRIDGE	TRUCK #400
	2020 FORD F-450 SUPER CAB XL 4WD CHASSIS	
	OXFORD WHITE	SERVICE BODY

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: *December 18, 2019*
 We are pleased to quote you the following:

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE	
1	1	2020 FORD F-450 SUPER CAB 4WD CHASSIS	\$36,740.00	TBD	
2		7.3 LITER V-8 GAS, 10 SPEED TRANSMISSION			
3		EXTERIOR OXFORD WHITE			
4		INTERIOR - MEDIUM GRAY VINYL			
5		OPTIONS LISTED ON WINDOW	OPTIONS		\$2,120.00
6					
7					
8		READING US108ADW W/ MATER LOCKING SERVICE BODY			\$37,600.00
9		FLIP TOP LIDS			
10		LISTED BELOW			
11					
12			TOTAL		\$76,460.00

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
 PER

December 18, 2019
 DATE

- F-450 super Cab Chassis 4x4 6.2 gas truck # 400
- Reading model US108ADW
- Flip top lids
- Master locking
- 7 draw unit curb front (1)7"-(2)5"-(4)3"
- Compartment lights
- 3,000 w inverter and battery rode side front
- G.F.I. road side rear
- Ranch hand with 15,000 ramsey winch
- Side mount angel ladder rack curb side
- Rear hitch with 7 blade plug
- (4) holder tool rack road
- Vmack VR140 under hood
- Air tank in curb front cargo with cover line-x
- Line-X Cargo top of sides bumper
- Powder coat white
- L.E.D. stop-tail-turn lights



Prepared by: JOHN HAMBY
12/18/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2020 F-450 Chassis 4x4 SD Super Cab 168" WB DRW XL (X4H)

Price Level: 25

City		Hwy	<i>As Configured Vehicle</i>	MSRP
N/A		N/A	Trailer Brake Controller	\$270.00
			Power Equipment Group	\$915.00
			Accessory Delay	Included
			Advanced Security Pack	Included
			Trailer Tow Mirrors w/Power Heated Glass	Included
			MyKey	Included
			Power Front & Rear Side Windows	Included
			Power Locks	Included
			Remote Keyless Entry	Included
			Heavy-Service Front Suspension Package	\$125.00
			Platform Running Boards	\$445.00
			Rear View Camera & Prep Kit	\$415.00
			Steering Wheel-Mounted Cruise Control (LPO)	\$235.00
			SUBTOTAL	\$48,090.00
			Destination Charge	\$1,595.00
			TOTAL	\$49,685.00

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.



Prepared by: JOHN HAMBY
12/18/2019

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2020 F-450 Chassis 4x4 SD Super Cab 168" WB DRW XL (X4H)

Price Level: 25

Major Equipment

(Based on selected options, shown at right)

7.3L V-8 OHV w/SMPI 350hp
TorqShift 10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecuriLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 13660 lbs.
- * Rear spring rating: 12880 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

- Exterior: Oxford White
Interior: Medium Earth Gray
- * Brake assistance
 - * LT 225/70R19.5 G BSW AS S-rated tires
 - * Firm suspension
 - * Tinted glass
 - * Bluetooth streaming audio
 - * Dual power remote heated mirrors
 - * 19.5 x 6 steel wheels
 - * Driver and front passenger seat mounted side airbags
 - * Tachometer
 - * Underseat ducts
 - * 60-40 folding rear split-bench
 - * Side steps
 - * Front axle capacity: 7000 lbs.
 - * Front spring rating: 5600 lbs.
 - * Frame section modulus: 12.7 cu.in.
 - * Cab to axle: 60"
 - * Transmission PTO Provision

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$45,055.00
Order Code 650A	N/C
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift 10-Speed Automatic	Included
4.88 Axle Ratio	Included
GVWR: 16,500 lb Payload Package	Included
Tires: 225/70Rx19.5G BSW A/P	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
168" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
Oxford White	N/C
Medium Earth Gray	N/C
Spare Tire, Wheel & Jack	\$350.00
6-Ton Hydraulic Jack	Included
Transmission Power Take-Off Provision	\$280.00

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.

**PUBLIC WORKS DEPARTMENT
INTRAOFFICE MEMORANDUM
19-142**

DATE: December 16, 2019
TO: Shira A. McWaters, Public Works Director
FROM: Mike Miller, Streets and Fleet Manager 

SUBJECT: EVALUATION OF Backhoe 461

- 2012 John Deere 310J
- Assigned to Public Works Water Crew
- In service since May 2012
- Over 5000 hours at last service.
- Overall condition – Fair
- Last five (5) years maintenance costs - \$47,500.00
- Recommend replacement.
- Approximate replacement Cost- \$ 104,000.00
- This backhoe is currently in need of a major repair estimated in excess of \$3000.00. Because of hours and condition it would be better to replace this machine at this time.

cc: Michael Smith, Operations and Division Manager

BFE00614 WORKSHEET



VENDOR ID: 00000916
 CONTRACT#: 48446
 UNIT ID: 1000171676 BACKHOE - HEAVY EQUIPMENT

Quote for: CITY OF OAK RIDGE
 DATE: 12/3/2019

Respond to:
 TONY PARKERSON
 Phone (865) 546-1414
 Fax (865) 595-1030

SERIAL # HWD03945

DESCRIPTION	PRICE
450-8450 420F2 BACKHOE LOADER	\$ 97,288.00
450-8757 TIER 4 FINAL ENGINE	\$ 7,070.00
533-0488 340 80-18/500 70-24 MICHELIN RADIAL TIRES	\$ 1,645.00
491-6734 WORKLIGHTS (8) HALOGEN LAMPS	\$ -
430-9944 ANSI INSTRUCTIONS	\$ -
206-1747 2" SEAT BELT	\$ -
9R-6007 FLIP OVER STABILIZER PADS	\$ 336.00
219-3387 24" HEAVY DUTY BUCKET	\$ 1,717.00
421-8926 SERIALIZED TECHNICAL MEDIA KIT	\$ -
398-2681 RIDE CONTROL	\$ 1,490.00
450-8730 EXTENDIBLE STICK	\$ 4,825.00
450-8683 DELUXE CAB	\$ 8,390.00
450-8715 AIR CONDITIONER	\$ 2,400.00
395-2942 DELUXE HEATED SEAT	\$ 1,435.00
450-8533 6 FUNCTION/8 BANK HYDRAULICS	\$ 2,760.00
450-8616 4 WHEEL DRIVE AUTOSHIFT TRANSMISSION	\$ 13,330.00
398-2882 COLD WEATHER PACKAGE	\$ 780.00
447-0049 PL6411 PRODUCT LINK	\$ -
398-2853 E STICK LINES	\$ 3,500.00
540-2298 RADIO	\$ 550.00
337-9696 1,015 POUND COUNTERWEIGHT	\$ 1,765.00
216-8810 1.3 CYD IT LOADER BUCKET	\$ 7,136.00
9R-5321 CUTTING EDGE	\$ 331.00
SUBTOTAL \$ 156,748.00	
DISCOUNT 37.00%	\$ (57,996.76)
461-6839 SHIPPING/STORAGE PROTECTION	\$ 203.00
462-1033 RUST PREVENTION	\$ 108.00
DELIVERY DELIVERY TO SITE	FREIGHT \$ 250.00
PREP	PREP \$ 512.00
211-4292 MAGNETIC MOUNT BEACON	\$ 206.00
353-1389 STABILIZER GUARD	\$ 747.00
423-7607 BOOM WEAR PLATE GROUP	\$ 193.00
444-7500 MANUAL QUICK COUPLER	\$ 1,881.00
178-3593 COUPLER PINS	\$ 151.00
1575392555808 STD WARRANTY	\$ 740.00
TOTAL PRICE	\$ 103,742.24
OPTIONS:	
485-5303 CAT HYDRAULIC PIN GRABBER COUPLER	\$ 7,226.00
282-5409 HYDRAULIC THUMB WITH TINES	\$ 5,917.00
PT-07 HELAC POWER-TILT COUPLER	\$ 9,532.00
FREIGHT HELAC COUPLER FREIGHT	\$ 224.00

WARRANTY OPTIONS:

7 YEAR/7,500 HOUR POWERTRAIN + HYDRAULICS	\$ 6,750.00
7 YEAR.7,500 HOUR PREMIER TOTAL MACHINE	\$ 16,610.00

Price quote is good for 2017 deliveries
 This quotation is submitted subject to the prices, terms and governmental regulations in effect at date of delivery, for all machines, parts and service. Stowers Machinery Corporation reserves the right to correct clerical errors. Shipping costs and state and local taxes are not included unless specified.
 TERMS OF SALE: FINANCING AVAILABLE
 Approx. Ship Date: 90 days from order

Submitted by _____
 Sales Representative

RESOLUTION

A RESOLUTION AUTHORIZING THE EXPENDITURE OF \$301,270.24 FROM THE EQUIPMENT REPLACEMENT FUND AND WATERWORKS FUND FOR THE PURCHASE OF FOUR (4) VEHICLES AND ONE (1) EQUIPMENT ITEM FOR THE PUBLIC WORKS DEPARTMENT UTILIZING STATE CONTRACT PRICING.

WHEREAS, the Public Works Department has identified a number of vehicles that are scheduled for replacement based upon condition and maintenance requirements; and

WHEREAS, the Public Works Department desires to purchase four (4) replacement vehicles and one (1) replacement equipment item utilizing state contract pricing; and

WHEREAS, funds are available in the Equipment Replacement Fund and the Waterworks Fund for these purchases; and

WHEREAS, the City Manager requests approval to spend \$301,270.24 for the purchases set forth herein for the Public Works Department 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 awards are hereby made as follows: the City is hereby authorized to purchase the following vehicles using state contract pricing:

- To Ford of Murfreesboro, 1550 NW Broad St, Murfreesboro, Tennessee 37129, for the furnishing of one (1) 2020 Ford F-250 Super Cab 4WD, to replace Vehicle #212 used by the wastewater treatment plant operations crew, in the amount of \$29,122.00.
- To Ford of Murfreesboro, 1550 NW Broad St, Murfreesboro, Tennessee 37129, for the furnishing of one (1) 2020 Ford F-250 Regular Cab 2WD, to replace Vehicle #230 used by the city plumber, in the amount of \$42,925.00.
- To Ford of Murfreesboro, 1550 NW Broad St, Murfreesboro, Tennessee 37129, for the furnishing of one (1) 2020 Ford F-350 Super Cab 4WD, to replace Vehicle #256 used by the asphalt crew, in the amount of \$49,021.00.
- To Ford of Murfreesboro, 1550 NW Broad St, Murfreesboro, Tennessee 37129, for the furnishing of one (1) 2020 Ford F-450 Super Cab 4WD, to replace Vehicle #400 used by the water crew, in the amount of \$76,460.00.
- To Stowers Machinery Corporation, 10644 Lexington Drive, Knoxville, Tennessee 37932, for the furnishing of a backhoe to replace backhoe #461 used by the sewer crew, in the amount of \$103,742.24.

Said awards in the grand total of \$301,270.24.

BE IT FURTHER RESOLVED that the following Public Works Department vehicles and equipment are surplus to the City's needs and will be taken out of service and sold: Vehicle #212, 2003 Ford F-250; Vehicle #230, 2001 Dodge 2500 with utility bed; Vehicle #256, 2006 Ford F-250 with utility bed; and Equipment #461, 2012 John Deer 310J backhoe. The remaining replaced vehicle (Vehicle #400, 2008 Ford F-450) was totaled in an accident.

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

This the 13th day of January 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

RESOLUTIONS

PUBLIC WORKS DEPARTMENT MEMORANDUM
19-144

DATE: December 20, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director SAM
FROM: Patrick S. Berge, P.E., Utility Manager
SUBJECT: A RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT FY2020-006 FOR THE ADDITION OF LEAD ABATEMENT TO THE LOUISIANA TANK REHABILITATION AND REPAINTING

Introduction

An item for City Council's consideration is a resolution authorizing the City to amend contract FY2020-006 with Classic Protective Coatings, Inc. (Menomonie, Wisconsin), to include lead abatement in the Louisiana Tank Rehabilitation and Repainting project in an amount not to exceed \$38,985.

Funding

Funding is available from the Waterworks Fund.

Background

Prior to bidding this project, the City contracted with CTI Engineers, Inc., to evaluate the tank rehabilitation requirements and perform bidding phase services. As part of this process, the engineering firm performed testing on paint samples from the legs, railing, and body of the tank. The results of these tests were negative for lead based paint and the previous records for the tank indicated that the tank had previously had lead paint removed. Once Classic Protective Coatings arrived on site and began removing work, lead based paint was discovered on elevated cross members. This result was discussed with John King, with CTI, who believes the previous contractor may have painted over this area due to difficulty in accessing the cross members. When records indicate that the tank has been previously rehabilitated, the paint sampling performed prior to bid is done on accessible portions of the tank, and if all come back negative, the tank is assumed to be free from lead paint.

The tank rehabilitation project cannot be abandoned, and the removal of the lead-based paint must be done in accordance with TDEC, EPA, and OSHA requirements. This requires additional containment, proper disposal, and monitoring of workers at the site. The contractor has agreed to perform this service at a cost of \$38,985. Even with this additional cost, the bid provided by this contractor is still more than \$60,000 less than the next lowest received bid for the project. Rebidding the project or this aspect of the project at this time would likely result in a substantially higher cost to the City.

Recommendation

Staff recommends amending contract FY2020-006 with Classic Protective Coatings, Menomonie, WI, for an amount not to exceed \$38,985 for the abatement of lead-based paint on the Louisiana Tank. The work to be performed is required by TDEC and the quoted price for the work has been evaluated by City staff and CTI engineers, and deemed to be fair and appropriate for the additional work necessary for abatement of lead-based paint.

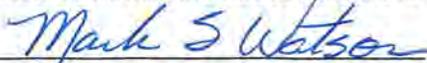
Attachment(s)

FY2020-006 Change in Contract Price #1
Resolution


Patrick S. Berge, P.E.

City Manager's Comments:

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


Mark S. Watson


Date



Classic
Protective Coatings
Wisconsin | Texas | Florida

December 12, 2019

John L. King, PE, PCS
Senior Project Manager
CTI Engineers, Inc.
112 Durwood Road, Suite A
Knoxville, TN 37922
865.246.2750 (p)

RE: FY2020-006 Change in Contract Price #1

The exterior of the tank was tested for lead prior to blasting operations. It has been discovered that the exterior paint system is considered lead based according to the EPA's guidelines. Additional measures will be required to safely remove the lead based paint found on the exterior of the Louisiana avenue tank.

Total Labor Material and Equipment installed\$38,985

If you have any questions or comments, please call me at 715-233-6267 or at kyle@classicprotectivecoatings.com.

Owners Representative Signature to proceed with the work listed above _____

Above Signers Printed Name: _____, Title: _____, Date: _____

Respectfully,



Kyle Nelsen
Project Manager



N7670 State Highway 25 | Menomonie Wisconsin 54751-5928
Telephone 715-233-6267 | Facsimile 715-233-6268
www.classicprotectivecoatings.com



RESOLUTION

A RESOLUTION AMENDING THE CONTRACT (FY2020-006) WITH CLASSIC PROTECTIVE COATINGS, INC., MENOMONIE, WISCONSIN, FOR REHABILITATION AND REPAINTING OF THE LOUISIANA AVENUE WATER TANK TO INCREASE THE COMPENSATION BY \$38,985.00 FOR LEAD PAINT ABATEMENT.

WHEREAS, by Resolution 9-103-2019, City Council awarded a contract to Classic Protective Coatings, Inc., Menomonie, Wisconsin, for rehabilitation and repainting of the Louisiana Avenue 100,000 gallon elevated water tank in an amount not to exceed \$366,400.00; and

WHEREAS, this project was evaluated prior to bidding for lead based paint by taking samples from the legs, railing, and body of the tank, which tests were negative, and prior city records also indicated the lead based paint on the tank had been previously removed so the tank was presumed to be free from lead paint; and

WHEREAS, while Classic Protective Coatings, Inc., was performing work under the contract, lead based paint was discovered on the elevated cross members of the tank; and

WHEREAS, the lead paint must be abated as part of the rehabilitation project using statutory requirements for containment, proper disposal, and monitoring; and

WHEREAS, the additional cost to perform lead paint abatement is \$38,985.00 which still places this bid more than \$60,000.00 less than the next lowest bid received for this project; and

WHEREAS, the City Manager recommends the contract be amended to include the additional cost for lead paint abatement.

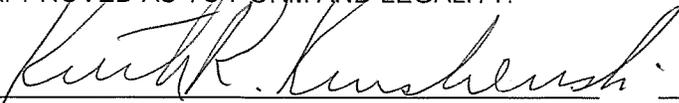
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the contract (FY2020-006) with Classic Protective Coatings, Inc., N7670 State Highway 25, Menomonie, Wisconsin 54751, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the rehabilitation and repainting of the Louisiana Avenue 100,000 gallon water tank is hereby amended to increase the compensation by \$38,985.00 for lead paint abatement for a new not to exceed amount of \$405,385.00.

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

This the 13th day of January 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

PUBLIC WORKS DEPARTMENT MEMORANDUM
19-145

DATE: December 23, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira A. McWaters, P.E., Public Works Director *SKM*
FROM: Patrick S. Berge, P.E., Utility Manager
SUBJECT: **A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH FOXPE FOR THE DESIGN OF INFLUENT SCREENS AT THE TURTLE PARK WASTEWATER TREATMENT PLANT**

Introduction

An item for City Council's consideration is a resolution authorizing the City to award a contract to FOXPE for the design of new influent screens at the Turtle Park Wastewater Treatment Plant in an amount not to exceed \$81,270.

Funding

Funding is available from the Waterworks Fund.

Background / Analysis

The current influent drum screens at the Turtle Park Wastewater Treatment Plant (TP-WWTP) have been in service for 19 years and are at the end of their useful life. These screens are critical for plant operations by removing solids prior to the treatment of wastewater. Loss of the screens would result in violation of the facilities NPDES permit, reducing the effectiveness of treatment processes and allowing solids to flow through the plant. Currently, the metal in the rotating portions of the screens is beginning to fatigue, requiring increased maintenance and significant down time. Each screen is capable of handling 10 million gallons per day (MGD) of flow and the loss of a screen reduces the plants ability to handle high flows resulting from rain.

FOXPE has provided professional engineering services for several recent projects at the TP-WWTP. The results of this work have been highly satisfactory to the City and have resulted in savings gained due to increased efficiency. This project will evaluate screening options for the plant, determine the best solution for replacing the current drum screens, and design the project in accordance with TDEC requirements. It is anticipated that new drum screens will be the likely replacement; however, several technologies exist capable of providing the necessary level of treatment and will be evaluated to determine the most cost effective for the City.

Recommendation

Staff recommends approving a professional services FOXPE (Nashville, TN) for an amount not to exceed \$81,270 for the design of screens at the Turtle Park Wastewater Treatment Plant. The work to be performed is necessary to maintain compliance with TDEC, and the quoted price for the work has been evaluated by City staff and deemed to be fair and appropriate.

Attachment

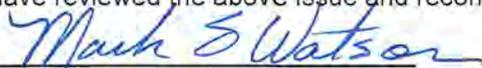
Wastewater Treatment Plant Screening Facilities Proposal for Design Phase Services



Patrick S. Berge, P.E.

City Manager's Comments:

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



Mark S. Watson



Date



October 7, 2019

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

Re: Wastewater Treatment Plant Screening Facilities
Proposal for Design Phase Services

Dear Shira,

FOXPE is pleased to submit our proposal for Professional Engineering Services to assist The City of Oak Ridge with the Wastewater Treatment Plant Screening Facilities Replacement project. This proposal only includes Design phase services. We propose to provide these services on a lump sum basis for a fee of \$81,270.00. The fee is offered as not-to-exceed without prior written authorization by the City of Oak Ridge.

Fees are included in this estimate to prepare a request for proposals from screen vendors to allow for the pre-selection of the vendor to be utilized for design. Design phase services includes preparation of plans, contract documents, and technical specifications utilizing FOXPE design standards, preparation of a design memorandum, and submission to TDEC for approval. The scope of the project includes the following elements:

1. Replacement of the screening equipment, solids conveyor and washer compactor including demolition of the existing
2. Modifications to the existing piping and structure as required
3. Painting of the existing building interior and DIP piping
4. Installation of an overhead door
5. Mechanical (HVAC) and electrical improvements

Our services will be deemed complete upon approval of the design submission by TDEC.



We appreciate the opportunity to respond to this request. We look forward to continuing our work with Oak Ridge. Please do not hesitate to contact me at (615) 476-0706 or dudney@foxpe.com if you have any questions.

Sincerely,

Dudley Fox, PE
Principal

cc: Patrick Berge, Utilities Manager

RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FOXPE, LLC, NASHVILLE, TENNESSEE, FOR THE DESIGN PHASE OF THE TURTLE PARK WASTEWATER TREATMENT PLANT SCREENING FACILITIES PROJECT IN AN AMOUNT NOT TO EXCEED \$81,270.00.

WHEREAS, the City owns, operates, and maintains the Turtle Park Wastewater Treatment Plant (TP-WWTP); and

WHEREAS, the current influent drum screens at the TP-WWTP are at the end of their useful life requiring increased maintenance and significant downtime; and

WHEREAS, screens are critical for plant operation by removing solids prior to the treatment of wastewater; and

WHEREAS, the TP-WWTP Screening Facilities Project will evaluate screening options for the plant, determine the best solution for replacing the current drum screens, and design the project according to TDEC standards; and

WHEREAS, FOXPE has provided professional engineering services for several recent projects at the TP-WWTP, which services have been highly satisfactory to the City and have resulted in savings gained due to increased efficiency; and

WHEREAS, FOXPE has provided a proposal to perform design services for this project, which proposal is fair and appropriate; and

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

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

That the recommendation of the City Manager is approved and a Professional Services Agreement with FOXPE, LLC, Nashville, Tennessee, for the design phase of the Turtle Park Wastewater Treatment Plant Screening Facilities Project is hereby approved in an amount not to exceed \$81,270.00.

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

This the 13th day of January 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**COMMUNITY DEVELOPMENT MEMORANDUM
PLANNING DIVISION
20-3**

DATE: January 6, 2020
TO: Mark S. Watson, City Manager
FROM: Wayne E. Blasius, Community Development Director
SUBJECT: WILSON STREET/DOWNTOWN VISION

Introduction

An item for City Council's consideration is a resolution to endorse the vision laid out in the recently completed design work for the transformation of Wilson Street into a downtown district for Oak Ridge.

Funding

No funding is necessary to approve this request.

Background

Oak Ridge was born without a downtown, in the interest of national security, during the Manhattan Project. Over the decades, multiple plans have called for creating such a place. Specific plans recommending creation of a downtown area include:

- 1988 Comprehensive Plan
- 2000 City Center Plan
- Various 'mall' redevelopment plans
- 2019 City Blueprint plan
- 2019 Amendments to plan for the Main Street PUD.

The Wilson Street corridor, bordering Main Street shopping near the new American Museum of Science & Energy (AMSE) location and easily accessible from the Turnpike and A.K. Bissell Park, provides a great opportunity to finally have a distinctive, uniquely Oak Ridge place for the community to gather. The existence of a more urban environment, featuring apartments, condos, restaurants, local shops, offices and beautiful green space, will attract new and different businesses to Oak Ridge — helping to fortify our tax base.

Analysis

Our unique development history saw our infrastructure being created all at once, almost overnight, rather than in generational phases as with most communities. Unfortunately, this means our infrastructure is wearing out all at once rather than in phases. Coupled with limited new growth and a subsequently slow tax base growth, continuing improvements to our infrastructure create a fiscal challenge.

Property along the Wilson Street corridor can be worth much more per acre in a higher density, mixed-use configuration, which can provide a great opportunity to make our tax base stronger and more sustainable. Additionally, lack of a mixed-use, town center has also hindered attraction of certain types of development, and limited the variety of residential options in Oak Ridge. Increasing the variety of housing options, and creating a more walkable, urban development, are two ways to help grow our city.

Although Oak Ridge has a rich and unique historical image, our physical development does not set us apart from other suburban communities. Additionally, our Federal employers have reported that the lack of an attractive urban core sometimes hampers their success in recruiting the best and brightest scientific minds from around the world.

Creating a new, mixed-use, walkable district along Wilson Street is an opportunity to address modern approaches for the successful future development of Oak Ridge.

The recently completed design, funded through a grant from the Tennessee Department of Transportation, coordinated through the regional Transportation Planning Organization, provides a conceptual vision for a new 'Downtown Oak Ridge.' Endorsement of the vision produced via this grant – while not required for the uses of specific parcels – represents City Council support for creating this new district. Additionally, the vision's design guidelines match the recently adopted amendments to the Main Street master plan. This development would match with what is approved by City Council and the Main Street developers, for the Main Street development. With adoption by resolution, City Council pledges its support for these concepts and the benefits they can provide to the economy and quality of life in Oak Ridge.

Staff Recommendation

It is recommended that the vision be supported by resolution. It is further recommended that the City Manager be authorized to convene a citizens' committee, with Mayor Pro Tem Rick Chinn included as a representative, to help promote the vision. This group would serve as an ad hoc task force of the Oak Ridge Municipal Planning Commission, to help organize and promote steps to support implementation of the plan, in coordination with the City Manager and Community Development staff.

Attachments:

Plan Summary brochure

Link to City website: <http://www.oakridgetn.gov/content.aspx?article=4832>



Wayne E. Blasius, Community Development Director

City Manager's Comments:

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

 Jan 10, 2020
Mark S. Watson Date

**Re-Imagine
Oak Ridge!**

Our new downtown can provide a place for Oak Ridge to gather, celebrate, eat, drink, live, work and play! With design elements that are uniquely Oak Ridge, we can create a heart that locals and visitors alike will recognize as a special place.



Bird's Eye View
from high above the new AMSE, looking west toward the existing Staples and Starbucks.

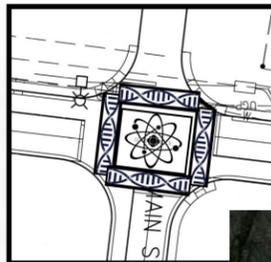
Looking south from the Turnpike along Main Street West New shops and restaurants surround a beautiful plaza, encouraging patio dining, a safe place for children to run and play, and a daytime destination for area office workers to gather for lunch.



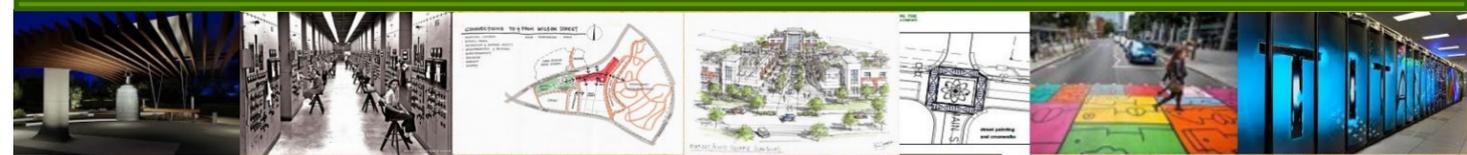
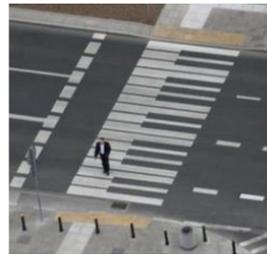
A new roundabout on Rutgers Avenue can provide a beautiful entrance to downtown and Main Street shopping and make it easier for Woodland neighbors to cross on foot, biking or pushing a stroller.



View looking east into our new downtown area. This location provides easy access to and from Bissell Park/Municipal Building/Library/Senior Center.



The design can incorporate **uniquely Oak Ridge** symbolism.



a Development-Oriented Vision for
Downtown Oak Ridge

Oak Ridge was born without a downtown, in the interest of national security, during the Manhattan Project. Over the decades, multiple plans have called for creating such a place - where Oak Ridgers can live, work and play! The Wilson Street corridor, bordering Main Street shopping near the new American Museum of Science & Energy (AMSE) location and easily accessible from the Turnpike and A.K. Bissell Park, provides a great opportunity to finally have a distinctive, uniquely Oak Ridge place for us to gather. The existence of a more urban environment, featuring apartments, condos, restaurants, local shops, offices and beautiful green space, will attract new and different businesses to Oak Ridge — helping to fortify our tax base. The vision shown here is intended to inform and engage citizens, property owners and investors, to create support and new development activity.

Design Objectives

The planning represented here was guided by recent Main Street Plan (PUD) amendments to ensure that the corridor will have a consistent character. The intention is to transform a suburban-style street into our new downtown and include the following characteristics:

- **MIXED-USE:** include a mixture of retail, restaurant, residential, and/or offices, with *residential element being a critical ingredient*;
- **MULTI-STORY:** define the street with multi-story buildings located at back of sidewalk (i.e. no parking lots between buildings and street);
- **STREETScape:** install attractive landscaping, sidewalks, street furniture, etc. to provide a beautiful setting for pedestrians, bicyclists, shoppers and residents;
- **PEDESTRIAN CONNECTIVITY:** emphasize connectivity from Wilson Street to the core of Main Street development, nearby Bissell Park, and surrounding neighborhoods and retail.

The street lanes will be narrowed and on-street parking and street trees will be added, resulting in a more pedestrian and bike-friendly environment. This reimagined environment along with new, higher density lofts and apartments will create 24/7 activity and demand for new shops and restaurants. Local residents and visitors alike will enjoy new choices for eating, drinking, shopping, and community gathering in an inviting setting.



A tree-lined street, featuring generous sidewalks, bikeway, benches, landscaping, and on-street parking, can create a place that invites shopping, strolling and meeting neighbors.

Planning work was conducted through a grant from the **Tennessee Department of Transportation**, administered via the regional **Transportation Planning Organization**.

Consultants: AECOM; IBI Placemaking (former CRJA); Johnson Architecture; Sizemore Group; Ben Johnson, Illustration; Noell Consulting Group

Prepared by the City of Oak Ridge:

- Mark Watson, City Manager
- Rick Chinn, Mayor Pro Tem/Stakeholder Group Convener
- Wayne Blasius, Community Development Director
- Nathalie Schmidt, Senior Planner
- Bryan Mills, PE, Civil Engineer
- Missy Shehan, Senior Engineering Technician

For more information, Contact: Wayne Blasius: 865-425-3531; wblasius@oakridgetn.gov

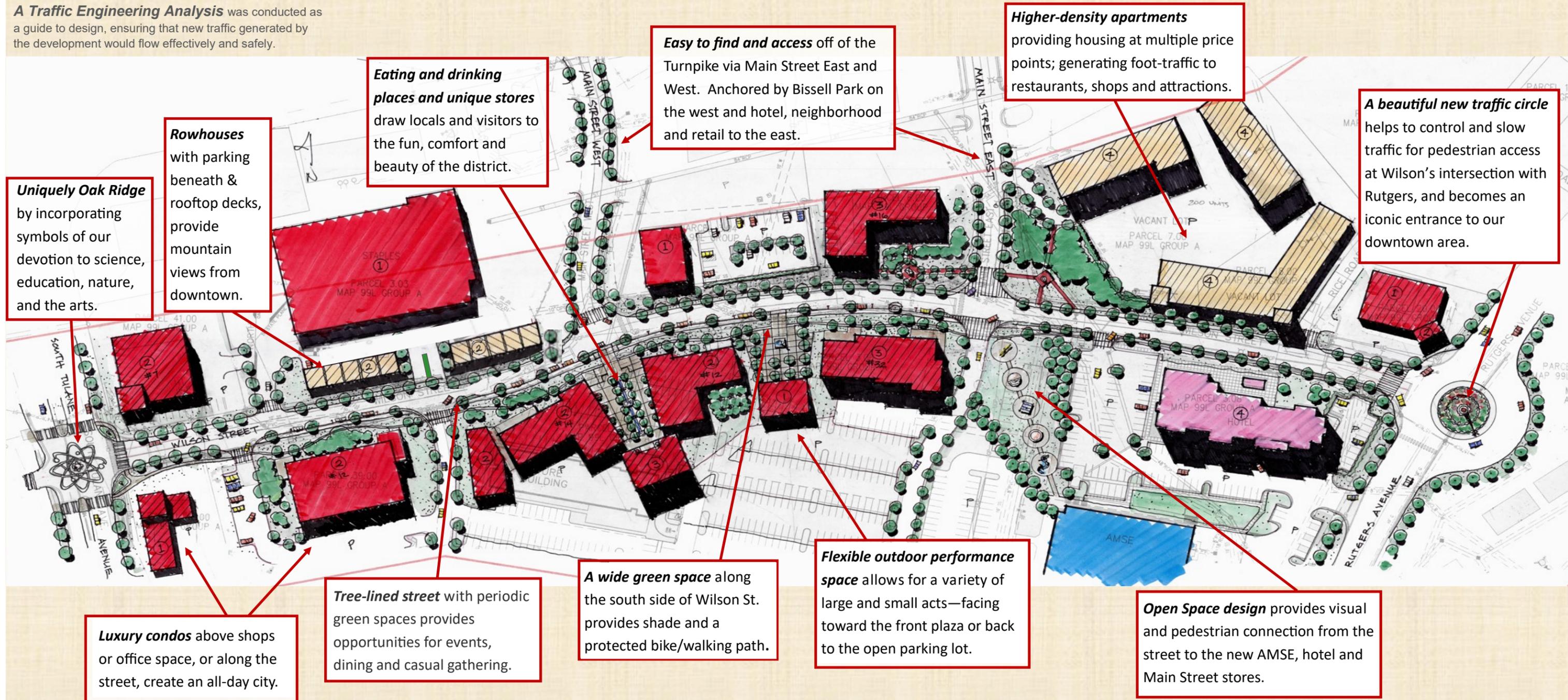
a Development-Oriented

VISION

for DOWNTOWN OAK RIDGE

This is not a prescriptive plan, but a vision for an intimate, walkable and urban place with buildings addressing the street, flanked by generous sidewalks and streetscapes. Restaurants, shops, offices, apartments, condominiums, and green spaces combine to make a vibrant new district. Parking is easily accessible on-street and behind or under buildings.

A Traffic Engineering Analysis was conducted as a guide to design, ensuring that new traffic generated by the development would flow effectively and safely.



Uniquely Oak Ridge by incorporating symbols of our devotion to science, education, nature, and the arts.

Rowhouses with parking beneath & rooftop decks, provide mountain views from downtown.

Eating and drinking places and unique stores draw locals and visitors to the fun, comfort and beauty of the district.

Easy to find and access off of the Turnpike via Main Street East and West. Anchored by Bissell Park on the west and hotel, neighborhood and retail to the east.

Higher-density apartments providing housing at multiple price points; generating foot-traffic to restaurants, shops and attractions.

A beautiful new traffic circle helps to control and slow traffic for pedestrian access at Wilson's intersection with Rutgers, and becomes an iconic entrance to our downtown area.

Luxury condos above shops or office space, or along the street, create an all-day city.

Tree-lined street with periodic green spaces provides opportunities for events, dining and casual gathering.

A wide green space along the south side of Wilson St. provides shade and a protected bike/walking path.

Flexible outdoor performance space allows for a variety of large and small acts—facing toward the front plaza or back to the open parking lot.

Open Space design provides visual and pedestrian connection from the street to the new AMSE, hotel and Main Street stores.

RESOLUTION

A RESOLUTION ENDORSING THE VISION FOR THE WILSON STREET CORRIDOR, KNOWN AS "DOWNTOWN OAK RIDGE," AS A GUIDELINE FOR THE CITY.

WHEREAS, by Resolution 7-82-2019, City Council authorized the City to accept a cost reimbursement grant in the amount of \$48,000.00 from the Tennessee Department of Transportation, coordinated through the regional Transportation Planning Organization, for design planning along Wilson Street; and

WHEREAS, this recently completed design, known as the vision for "Downtown Oak Ridge," provides a vision for a new downtown creating a new, mixed-use, walkable district as part of an effort to address modern approaches for the successful future development of Oak Ridge; and

WHEREAS, the Wilson Street corridor provides an opportunity to have a distinctive, uniquely Oak Ridge place for the community to gather through creation of a more urban environment featuring apartments, condos, restaurants, local shops, offices, and beautiful green spaces thereby attracting new and different businesses to Oak Ridge helping to fortify the tax base; and

WHEREAS, the design is also in line with recently adopted amendments to the adjacent Main Street Oak Ridge Planned Unit Development Master Plan; and

WHEREAS, the City Manager recommends City Council endorse the vision for "Downtown Oak Ridge" as a guideline for the City.

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 vision for "Downtown Oak Ridge" is hereby endorsed as a guideline for the City for the Wilson Street corridor.

BE IT FURTHER RESOLVED that the vision is a design concept outlining potential possibilities for future development of the Wilson Street corridor.

This the 13th day of January 2020.

APPROVED, AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**FINAL ADOPTION
OF
ORDINANCES**

**COMMUNITY DEVELOPMENT MEMORANDUM
PLANNING DIVISION
19-77**

DATE: November 22, 2019
TO: Mark S. Watson, City Manager
THROUGH: Wayne E. Blasius, 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

Mark S. Watson

12-3-19

Date

CITY OF OAK RIDGE
CHECKLIST FOR APPLICANTS
PLANNED UNIT DEVELOPMENT FINAL MASTER PLAN
ZONING DOCUMENT

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. 099A-B 000.00

Owner MAJESTY CAPITAL PARTNERS, LLC Telephone No. _____

Address 315 TRADE DRIVE
KNOXVILLE TN 37919

Name of Agent/Engineer/Surveyor MARK A BIALIK (GES ENGINEERING) Telephone No. 541-0185

Address 1313 KALMIA ROAD
KNOXVILLE TN 37909

General Description of Project: 217 MULTI-FAMILY UNITS ON 8+- ACRES
WITH 2+- ACRES LOT FOR FUTURE MIXED USE DEVELOPMENT

Zoning Designation of Property: PUD-UB-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: Mark A Bialik

I authorize Mark Bialik to serve as my agent.

SIGNATURE OF OWNER: James Daniel Smith

DATE: 10.25.2019

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

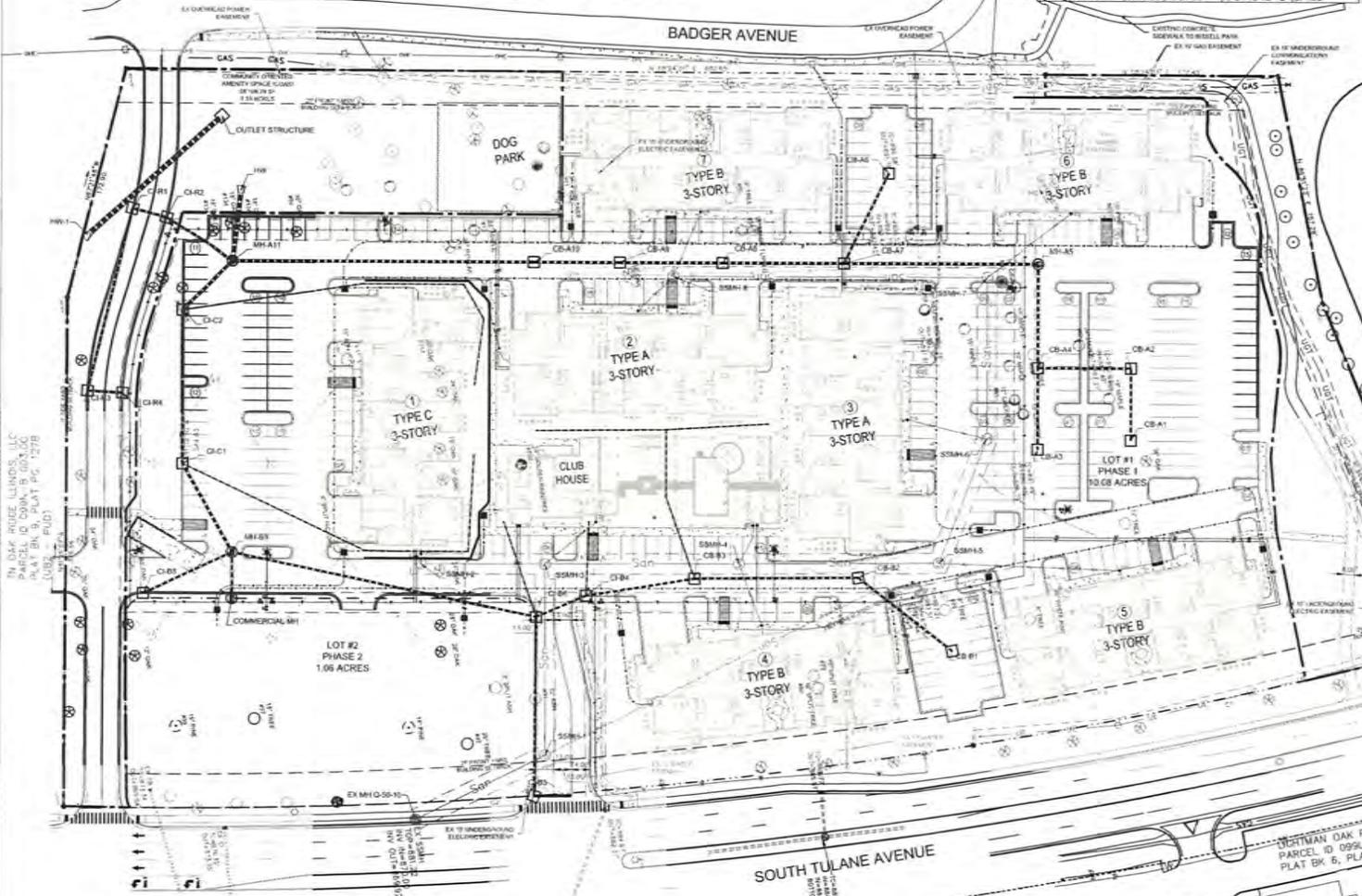
OAK RIDGE ASSOCIATED UNIVERSITIES
 PARCEL ID 099N-B 006.00
 PLAT BK 6, PLAT PG 1760, LOT 480

CORNERS	LENGTH	BEARING	AREA	ANGLE	PERIMETER	BEARING	LENGTH
1	370.40'	S 78°44'30" W	139,311	90	1,370.31'	S 0°47'15" E	130.31'
2	625.88'	S 73°28'28" W	110,213.53	90	1,447.10'	E	674.90'



Vicinity Map

NIS



- UB-2/PUD/AMENDMENT**
- WE ARE REQUESTING TO AMEND AND TO EXPAND THE PUD OVERLAY FOR A TOTAL OF 604 ACRES.
 - LAND USE OF MULTI-FAMILY FOR THE FIRST PHASE. THE FUTURE PHASE LAND USES WILL BE EITHER RESIDENTIAL OR RETAIL/OFFICE/RESIDENTIAL WITH ALL PROPOSED USES BEING IN THE APPROVED LAND USES OF UB-2 ZONING.
 - WE WILL BE REVISIONING THIS PHASE INTO 2 TRACTS AS SHOWN ON THESE PLANS.
 - WE WILL PROVIDE THE PROPER LANDSCAPING FOR PHASE 1 AND THE FUTURE PHASE TO MEET THE CITY OF OAK RIDGE REQUIREMENTS. THIS WILL BE USED DURING THE SITE DESIGN PERMIT APPLICATION.
 - WE WILL TRY TO RETAIN AS MANY OF THE EXISTING TREES LOCATED ON SITE AS POSSIBLE. HOWEVER, THIS WILL ALSO DEAL WITH DURING THE SITE DESIGN PERMIT APPLICATION.
 - PLEASE NOTE THIS PLAN SHALL SERVE AS THE FINAL MASTER PLAN FOR PHASE 1.

- VARIANCES APPROVED 2/1/19 (0024-2019)**
- FRONT YARD BUILDING SETBACK, SURFACE ALONG DODDYS AVENUE AND NORTH TULANE AVENUE FROM 50' TO 35'
 - PARKING VARIANCE FROM 50' TO 35' FROM 30' SPACES PER UNIT TO 15' SPACES PER UNIT
 - PARKING VARIANCE FOR PHASE 2 FROM 5 PER 1000 SQ FT TO 4 PER 1000 SQ FT

PHASE 1 SITE INFORMATION	
PARKING	DESIGNED
TOTAL AUTO PARKING	365
BIKE PARKING	10
HANDICAP PARKING SPACE	17
HANDICAP GARAGES	7
SITE AND BUILDING ACCESSIBILITY PER AND 4117.1	
ZONING	UB-2/PUD
FACILITY SIZE	
APARTMENT BUILDING S.F.	35,800 S.F.
TOTAL APARTMENT BUILDING GROSS S.F.	250,800 S.F.
NUMBER OF STORES	3 STORES
MANAGER BUILDING HEIGHT	20' - 0"
CLUBHOUSE BUILDING S.F.	4,200 S.F.
NUMBER OF STORES	1 STORE
MANAGER BUILDING HEIGHT	20' - 0"
TOTAL BUILDING GROSS S.F.	254,800 S.F.

PARKING CALCULATIONS:
 228 UNITS x 1.5 SPACES PER UNIT = 339 SPACES REQUIRED
 365 SPACES PROVIDED (INCLUDES HANDICAP SPACES AND ALL GARAGES)
 HANDICAP SPACES REQUIRED = 8 SPACES
 HANDICAP SPACES PROVIDED = 17 SPACES
 HANDICAP GARAGES REQUIRED = 7 GARAGES
 HANDICAP GARAGES PROVIDED = 7 GARAGES
 TYPICAL GARAGES PROVIDED = 35 GARAGES

IN OAK RIDGE LANDINGS, LLC
 PARCEL ID 099N-B 006.00
 PLAT BK 6, PLAT PG 1770
 LOTS 1-10

UNITED STATES POSTAL SERVICE
 PARCEL ID 099N-A 038.00
 BLOCK 0H13, LOT 185B

TO OAK RIDGE RUTGERS, LLC
 PARCEL ID 099N-A 003.09
 PLAT BK 3, PLAT PG 1634, LOT 485.07



- NOTE:**
- ALL PROPOSED SIDEWALKS SHALL BE A MINIMUM OF 5' WIDE.
 - ALL DRIVES SHALL BE 26' UNLESS NOTED OTHERWISE.
 - ALL PARKING SPACES SHALL BE 9' X 18'-1" EXCEPT FOR HANDICAP SPACES. ALL HANDICAP SPACES SHALL MEET ADA REQUIREMENTS.

ELECTRICAL NOTES

- NO CONSTRUCTION OF BUILDINGS OR FOUND OR INSTALLATION OF LANDSCAPING SHALL TAKE PLACE WITHIN EASEMENTS UNLESS THE CITY OF OAK RIDGE WRITTEN APPROVAL. UTILITIES WITHIN MOST COMMONLY USED STREETS AND LARGEST RESIDING LANDSCAPING MUST BE APPROVED IN WRITING BY CURED AND PUBLIC RECORDS VIA AN EASEMENT ENCUMBRANCE FROM PLACEMENT SHALL BE COORDINATED WITH THE CITY.
- LANDSCAPING, IMPROVEMENTS AND CONSTRUCTION WITHIN UTILITY EASEMENTS ARE PRESERVED AT THE RISK OF THE OWNER'S PERSONAL GAGE WILL BE TAKEN BY UTILITIES TO PROVIDE IMPROVEMENTS AND LANDSCAPING WITHIN SUBJECT EASEMENTS. THE CITY OF OAK RIDGE WILL NOT BE RESPONSIBLE FOR REPAIRING OR REPAIRING IMPROVEMENTS WITHIN INTEREST EASEMENTS THAT MAY BE DAMAGED WHILE PERFORMING WORK WITHIN THE EASEMENT.

- ALLOWED USE FOR EACH PHASE =
 1 - 604 ACRES PHASE 1 - MULTI-FAMILY
 2 - 604 ACRES PHASE 2 - MULTI-FAMILY
 3 - 604 ACRES PHASE 3 - MULTI-FAMILY
 4 - 604 ACRES PHASE 4 - MULTI-FAMILY
 5 - 604 ACRES PHASE 5 - MULTI-FAMILY
 6 - 604 ACRES PHASE 6 - MULTI-FAMILY
 7 - 604 ACRES PHASE 7 - MULTI-FAMILY
 8 - 604 ACRES PHASE 8 - MULTI-FAMILY
 9 - 604 ACRES PHASE 9 - MULTI-FAMILY
 10 - 604 ACRES PHASE 10 - MULTI-FAMILY

1313 Kalmia Road
 Knoxville, TN 37909
 Phn: 865.566.0185
 Fax: 888.485.7005

REV	DESCRIPTION	BY	DATE
1	Revised per Third Party Review	THF	09/16/2019
2	Revised per Third Party Review	THF	10/15/2019
3	Revised per Final Master Plan Approval	MAB	10/29/2019

TITLE:	UB-2 PUD PRELIMINARY AND FINAL MASTER PLAN (PHASE 1) AMENDMENT	DRAWN BY:	THF	SHEET NO.:	
LOCATION:	S Tulane Avenue Oakridge, Tennessee 37831 Parcel ID 099N 0902.00	CHECKED BY:	MAB	FILE NAME:	2173 - C3.0
OWNER:	Mainstreet Capital Partners, LLC	JOB NUMBER:	2173	ISSUE DATE:	09/23/2019



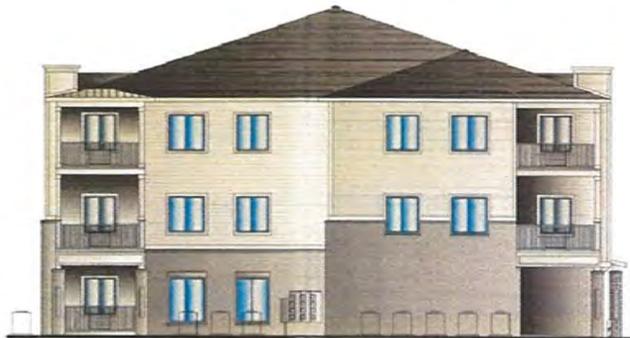
C3.0



SCHEME F BLDG. B- FRONT ELEVATION (BLDG. 4, 5, 6 & 7)
SCALE: 1/4" = 1'-0"
BLDG. 1243 SH-04
COLOR SCHEME F (STARTED IN SCHEME G)
GRAY BRICK, DARK BROWN ACCENT



BLDG. B- REAR ELEVATION (BLDG. 4, 5, 6 & 7)
SCALE: 1/4" = 1'-0" (REF. SEE BLDG. 1243 SH-04)



BLDG. B- LEFT SIDE ELEVATION (BLDG. 4, 5, 6 & 7)
SCALE: 1/4" = 1'-0"
BLDG. 1243 SH-04



BLDG. B- RIGHT SIDE ELEVATION (BLDG. 4, 5, 6 & 7)
SCALE: 1/4" = 1'-0"
BLDG. 1243 SH-04

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SCHEME F
TYPICAL APARTMENT BLDG ELEVATIONS
Von Street Lofts
Von Street Lofts
5 Third Ave





SCHEME F CLUBHOUSE - FRONT ELEVATION
SCALE 3/8"=1'-0"



SCHEME F CLUBHOUSE - REAR ELEVATION
SCALE 3/8"=1'-0"



SCHEME F CLUBHOUSE - LEFT SIDE ELEVATION
SCALE 3/8"=1'-0"



SCHEME F CLUBHOUSE - RIGHT SIDE ELEVATION
SCALE 3/8"=1'-0"

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SCHEME F
CLUBHOUSE ELEVATIONS
Main Street Lot 15
& Thore Ave



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:

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

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: 12/09/2019
 Publication Date: 12/12/2019
 Publication Date: 12/26/2019
 Public Hearing: _____
 Second Reading: _____
 Publication Date: _____
 Effective Date: _____