

## OAK RIDGE CITY COUNCIL MEETING

Virtual Meeting

May 11, 2020 - 7:00 p.m.

### AGENDA

- I. INVOCATION
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS
  - a. A proclamation designating May 10-16, 2020 as Police Week and May 15, 2020 as Police Memorial Day
  - b. A proclamation honoring the Oak Ridge High School Class of 2020
- V. SPECIAL REPORTS
  - a. City Judge Salary Review Committee Report – Councilmember Ellen Smith, Chair
- VI. CONSENT AGENDA
  - a. Approval of April 13, 2020 City Council regular meeting minutes
  - b. A RESOLUTION TO DESIGNATE A NEW AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR FOR THE CITY OF OAK RIDGE.
  - c. A RESOLUTION TO DESIGNATE ROSS KING, PERSONNEL DIRECTOR, AS THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) COORDINATOR FOR THE CITY OF OAK RIDGE.
  - d. A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65 FOR FISCAL YEAR 2021.
  - e. A RESOLUTION AUTHORIZING THE PURCHASE OF VOLTAGE REGULATOR CONTROLS FROM WESCO DISTRIBUTION, KNOXVILLE, TENNESSEE, IN AN AMOUNT NOT TO EXCEED \$88,080.00 FOR USE BY THE ELECTRIC DEPARTMENT.
  - f. A RESOLUTION ACCEPTING CERTAIN INFRASTRUCTURE AT THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE) PHASE 7, SUBAREAS I, G, AND K, FOR PERPETUAL MAINTENANCE.
  - g. A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT IF AWARDED, GRANTS ASSOCIATED WITH COVID-19 PANDEMIC.
  - h. A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT FROM THE U.S. DEPARTMENT OF JUSTICE AND TO ACCEPT SAID GRANT IF AWARDED.

- i. A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT FROM AARP TO BE USED FOR STREET ADORNMENTS IN ACCORDANCE WITH THE "DOWNTOWN OAK RIDGE" VISION FOR THE WILSON STREET CORRIDOR, AND TO ACCEPT SAID GRANT IF AWARDED.
- j. A RESOLUTION AUTHORIZING THE TRANSFER OF TAX EQUIVALENTS FROM THE ELECTRIC AND WATERWORKS FUNDS TO THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AND TO AUTHORIZE DISTRIBUTION OF THE ELECTRIC FUNDS BETWEEN THE CITY OF OAK RIDGE AND ANDERSON AND ROANE COUNTIES IN ACCORDANCE WITH STATE LAW.
- k. A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR CONTINUING THE PROVISION OF SERVICES PURSUANT TO THE TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT IN THE AMOUNT OF \$539,603.00, AND TO ACCEPT THE GRANT SHOULD IT BE AWARDED.

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

- a. AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY ADDING A DEFINITION FOR SELF-STORAGE FACILITY IN ARTICLE II, TITLED "DEFINITIONS"; BY CREATING A NEW SECTION 3.37, TITLED "SELF-STORAGE FACILITIES"; BY MODIFYING SECTION 7.03, TITLED "B-2, GENERAL BUSINESS DISTRICTS," SUBSECTION (C)(5) TO ALLOW SELF-STORAGE FACILITIES AS A USE REQUIRING A SPECIAL EXCEPTION; TO MODIFY SECTION 7.05, TITLED "B-3, ROADSIDE BUSINESS DISTRICTS," TO ADD SUBSECTION (A)(8) TO ALLOW SELF-STORAGE AS A PERMITTED PRINCIPAL USE; TO MODIFY SECTION 8.01, TITLED "IND-1, INDUSTRIAL DISTRICTS," TO CHANGE SUBSECTION (B)(2) TO ALLOW SELF-STORAGE FACILITIES AS A PERMITTED PRINCIPAL USE; AND TO MODIFY SECTION 11.02, TITLED "REQUIRED OFF-STREET PARKING," TO ADD A NEW SUBSECTION (F)(1)(I) REGARDING SELF-STORAGE FACILITIES. **(Public hearing will be held on second reading.)**
- b. AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING SECTION 7.04, TITLED "UB-2, UNIFIED GENERAL BUSINESS DISTRICTS," TO ADD INDOOR SELF-STORAGE FACILITIES AS A PERMITTED USE UPON APPROVAL BY THE BOARD OF ZONING APPEALS AND BY AMENDING SECTION 3.37, TITLED "SELF STORAGE FACILITIES," SUBSECTION (F) TO ESTABLISH STANDARDS FOR SUCH USE. **(Public hearing will be held on second reading.)**

VIII. FINAL ADOPTION OF ORDINANCES

- a. AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE CITY MAY DELAY THE DUE DATE AND DELINQUENCY DATE FOR PROPERTY TAXES FOR AN INDIVIDUAL TAX YEAR BY RESOLUTION OF CITY COUNCIL. **(No public hearing is required.)**

IX. RESOLUTIONS

- a. A RESOLUTION MODIFYING THE DUE DATE AND DELINQUENCY DATE SCHEDULE FOR PROPERTY TAXES FOR TAX YEAR 2020 (JANUARY 1, 2020 THROUGH DECEMBER 31, 2020).

- b. A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THREE ROOF REPLACEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$132,190.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO \$10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECTS.
- c. A RESOLUTION AUTHORIZING THE PURCHASE OF A REPLACEMENT GRINDER FOR THE EMORY VALLEY SEWER PUMP STATION AND THE REPAIR OF AN EXISTING GRINDER FOR THE EAST PLANT SEWER PUMP STATION, ALONG WITH A FIVE-YEAR SERVICE AGREEMENT FOR BOTH GRINDERS, FROM BAR ENVIRONMENTAL, INC., NASHVILLE, TENNESSEE, IN AN AMOUNT NOT TO EXCEED \$94,277.00.
- d. A RESOLUTION AWARDDING A CONTRACT (FY2020-160) TO ESKOLA ROOFING LLC, KNOXVILLE, TENNESSEE, FOR ROOF REPLACEMENT AT THE OAK RIDGE PUBLIC LIBRARY IN AN AMOUNT NOT TO EXCEED \$609,267.00.

X. APPEARANCE OF CITIZENS

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

- i. Appointment of City Council representative to the Youth Advisory Board Screening Panel

b. Announcements

c. Scheduling

XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

XIII. SUMMARY OF CURRENT EVENTS

a. CITY MANAGER'S REPORT

b. CITY ATTORNEY'S REPORT

XIV. ADJOURNMENT

# PROCLAMATIONS

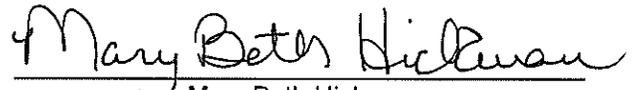
**CITY CLERK MEMORANDUM**  
**20-07**

DATE: April 28, 2020  
TO: Honorable Mayor and Members of City Council  
FROM: Mary Beth Hickman, City Clerk  
SUBJECT: PROCLAMATIONS FOR THE MAY 11, 2020 CITY COUNCIL MEETING AGENDA

The following proclamations are presented for the May 11, 2020 City Council meeting for the City Council's consideration:

A proclamation designating May 10-16, 2020 as Police Week and May 15, 2020 as Police Memorial Day  
This request was submitted by Oak Ridge Police Chief Robin Smith in recognition of Police Week May 10-16, 2020 and Police Memorial Day on May 15, 2020. The City will hold a virtual Police Memorial Day Ceremony on May 15<sup>th</sup> and a virtual 5K during Police Week.

A proclamation honoring the Oak Ridge High School Class of 2020  
This request was submitted by Mayor Warren Gooch and Councilmember Chuck Hope to honor this year's graduates whose senior year has been interrupted by the COVID-19 pandemic. Mayor Gooch has requested that each graduating senior receive a copy of the proclamation.

  
\_\_\_\_\_  
Mary Beth Hickman

Attachment:  
Proclamations

# PROCLAMATION

**WHEREAS**, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which it falls as National Police Week; and

**WHEREAS**, the members of the Oak Ridge Police Department perform an essential role in safeguarding the rights and freedoms of the citizens of Oak Ridge; and

**WHEREAS**, it is important that all citizens know and understand the challenges, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the men and women of the Oak Ridge Police Department provide a vital public service unceasingly; and

**WHEREAS**, the Oak Ridge Police Department has a long-standing tradition of holding a Peace Officer Memorial Service on or around May 15<sup>th</sup> each year; and

**WHEREAS**, as a precaution to control the spread of COVID-19, the Police Department plans to hold a virtual memorial service at 1:30 p.m. on May 15, 2020

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE** that the week of May 10 - 16, 2020 be proclaimed

## POLICE WEEK

in the City of Oak Ridge, Tennessee, and that all citizens observe this week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities, and in so doing have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

**BE IT FURTHER RESOLVED** that Friday, May 15, 2020 be proclaimed

## POLICE MEMORIAL DAY

in honor of those peace officers who have lost their lives or have become disabled in the performance of their duty.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 11<sup>th</sup> day of May in the year 2020.

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**WARREN L. GOOCH, MAYOR**

# PROCLAMATION

**WHEREAS**, the Oak Ridge High School Class of 2020 includes 204 honors graduates, five National Merit Semi-Finalists and Finalists in Mathematics, and a record 190 recognized industry certifications among its 343 graduates; and

**WHEREAS**, the Class of 2020 boasts the first students to ever earn the Oak Ridge Schools Work Ethic Distinction, as recognized by area industry leaders; and

**WHEREAS**, the Class of 2020 has taken top honors in multiple career clusters, for competitive events, including Cyber Patriot, FIRST Robotics, Future Business Leaders of America (FBLA), Health Occupations and Student Association (HOSA), Sequoyah Welding Competition, Top Wrench and Virtual Enterprises; and

**WHEREAS**, the Class of 2020 has celebrated two Region Championships in Football; two Region Championships, four regular season District Championships, one Sectional Championship, and one State appearance in Boys Basketball; and four District Tournament and regular season championships, two Region Championships, two Sectional Championships and two State appearances in Girls Basketball; and

**WHEREAS**, Assistant Principal Stephanie Thompson described the Class of 2020 as “fun, smart, creative, supportive, enduring, caring, talented, athletic, theatrical, musical and mechanical, and their abilities to tackle problems and right the wrongs of our world will be limitless;” and

**WHEREAS**, as the Class of 2020 came into the world during the tragedy of 9/11 and are now exiting high school amidst a pandemic of monumental proportions, they continue to be resilient, hopeful, determined and inspiring to all who know them; and

**WHEREAS**, even though the COVID-19 pandemic has altered the landscape of their senior year, it has not diminished the love, admiration and pride that the Oak Ridge community holds for these remarkable young people with a bright and amazing future ahead of them.

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

That in recognition of their many accomplishments and the sacrifices they have had to endure during these unique and trying times, City Council pays tribute to the

## OAK RIDGE HIGH SCHOOL CLASS OF 2020

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 11<sup>th</sup> day of May in the year 2020.

\_\_\_\_\_  
**WARREN L. GOOCH, MAYOR**

\_\_\_\_\_  
**MARK S. WATSON, CITY MANAGER**

\_\_\_\_\_  
**KELLY CALLISON, COUNCILMEMBER**

\_\_\_\_\_  
**RICK CHINN, JR., MAYOR PRO TEM**

\_\_\_\_\_  
**JIM DODSON, COUNCILMEMBER**

\_\_\_\_\_  
**DERRICK HAMMOND, COUNCILMEMBER**

\_\_\_\_\_  
**CHARLES J. HOPE, COUNCILMEMBER**

\_\_\_\_\_  
**ELLEN SMITH, COUNCILMEMBER**

# SPECIAL REPORTS

## MEMORANDUM

**DATE:** April 23, 2020

**TO:** Fellow Members of City Council

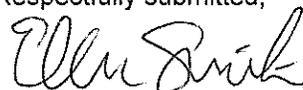
**FROM:** City Judge Salary Review Committee  
Councilmember Ellen Smith, Chair  
Councilmember Kelly Callison  
Mayor Pro Tem Rick Chinn

**SUBJECT:** CITY JUDGE SALARY REVIEW COMMITTEE RECOMMENDATION

The City Judge Salary Review Committee met by video conference on April 22, 2020, to review the duties and compensation of the City Judge. Members of the committee are Council members Kelly Callison, and Ellen Smith and Mayor Pro Tem Rick Chinn. All members were in attendance; Ellen Smith was elected to chair the committee. Also present was City Manager Mark Watson.

Information about the relevant sections of the City Charter and Personnel Plan, the current compensation of the City Judge, and City Court activities over fiscal years 2015 to 2019 had been distributed to the committee prior to the meeting. The committee was advised that City Judge Robert McNeese had said that the current compensation for the position was satisfactory and he did not see a need to change the salary. After discussion, the committee voted unanimously to recommend that City Council make no change in salary compensation for the City Judge. Tennessee law provides that the salary of the City Judge cannot be increased or diminished during the Judge's term of office. Therefore, the salary decision that Council makes in May, 2020 will remain in effect through the full term of office of the person who is elected in November 2020 to a four-year term as City Judge.

Respectfully submitted,



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Councilmember Ellen Smith, Chair  
City Judge Salary Review Committee, 2020

# CONSENT AGENDA

## OAK RIDGE CITY COUNCIL MEETING

Virtual Meeting

April 13, 2020

### Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on April 13, 2020 with Mayor Warren Gooch presiding. Due to the COVID-19 pandemic and under the authority of Governor Bill Lee's Executive Order #16, the meeting was held via electronic video-conferencing.

### INVOCATION

The invocation was given by Councilmember Derrick Hammond.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Clerk Mary Beth Hickman.

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

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

### PROCLAMATIONS AND PUBLIC RECOGNITIONS

Proclamations were voted on as part of the Consent Agenda.

### CONSENT AGENDA

Mayor Gooch asked that the following items be removed from the Consent Agenda for discussion due to a request for clarification from a citizen:

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA) TO AMEND THE GREEN POWER PROVIDERS PROGRAM.

A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO \$70,161.50 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF ONE (1) VEHICLE FOR THE POLICE DEPARTMENT UTILIZING STATE CONTRACT PRICING.

A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO \$46,018.16 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF ONE (1) VEHICLE 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 roll call vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

Approval of the March 9, 2020 and March 23, 2020 City Council regular meeting minutes

*A proclamation designating April, 2020 as Fair Housing Month*

*A proclamation designating April 13-17, 2020 as The Week of the Young Child*

*A proclamation designating April 13-17, 2020 as Community Development Week*

*A proclamation designating April 19-25, 2020 as Library Week*

*A proclamation designating April 22, 2020 as Earth Day*

*A proclamation designating April 26, 2020 as Holocaust Remembrance Day*

**Resolution No. 4-27-2020**

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A SAFETY PARTNERS GRANT AND A PROPERTY CONSERVATION GRANT FROM THE PUBLIC ENTITY PARTNERS, WITH MAXIMUM REIMBURSEMENT AMOUNTS OF \$2,000.00 AND \$5,000.00 RESPECTIVELY, AND TO ACCEPT SAID GRANTS IF APPROVED.

**Resolution No. 4-28-2020**

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO MOTOROLA SOLUTIONS, SALT LAKE CITY, UTAH, FOR MAINTENANCE SERVICES FOR THE PUBLIC SAFETY COMPUTER SYSTEM FOR MAY 1, 2020 THROUGH APRIL 30, 2021 IN THE AMOUNT OF \$60,484.34.

**Resolution No. 4-29-2020**

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO SUMMIT UNIFORMS, KNOXVILLE, TENNESSEE, FOR FURNISHING POLICE DEPARTMENT EMPLOYEE UNIFORMS FOR FISCAL YEAR 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

Due to limitations on crowd gatherings and the inability to hold public meetings, citizen comments were accepted via email prior to the meeting.

Ann Garcia, 120 Outer Drive, Oak Ridge, made the following comments prior to the meeting:

"Would you please explain publicly at tonight's council meeting three items from the consent agenda:  
Item J: Amend the greenpower program in what manner?  
Items K & L: Please tell us what the two vehicles are and why the huge difference in cost."

**Resolution No. 4-30-2020**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA) TO AMEND THE GREEN POWER PROVIDERS PROGRAM.

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

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

**Resolution No. 4-31-2020**

A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO \$70,161.50 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF ONE (1) VEHICLE FOR THE POLICE DEPARTMENT UTILIZING STATE CONTRACT PRICING.

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

**Resolution No. 4-32-2020**

A RESOLUTION AUTHORIZING THE EXPENDITURE OF UP TO \$46,018.16 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE AND EQUIPPING OF ONE (1) VEHICLE FOR THE POLICE DEPARTMENT UTILIZING STATE CONTRACT PRICING.

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

**PUBLIC HEARINGS AND FIRST READING OF ORDINANCES**

AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE CITY MAY DELAY THE DUE DATE AND DELINQUENCY DATE FOR PROPERTY TAXES FOR AN INDIVIDUAL TAX YEAR BY RESOLUTION OF CITY COUNCIL. (No public hearing is required.)

Councilmember Dodson moved for approval of the ordinance, and Councilmember Callison seconded. City Manager Mark Watson provided an overview of the ordinance and answered questions from Council. After discussion of whether or not moving the due date to October should be done permanently, it was agreed that there may be a language change in the ordinance on 2<sup>nd</sup> reading after the Budget and Finance Committee has a chance to discuss making the change permanent.

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

**FINAL ADOPTION OF ORDINANCES**

(NONE)

**RESOLUTIONS**

**Resolution No. 4-33-2020**

A RESOLUTION TO APPROVE A ONE-YEAR EXTENSION TO THE AGREEMENT WITH AID TO DISTRESSED FAMILIES OF APPALACHIAN COUNTIES, INC., FOR THE ADMINISTRATION OF THE CITY'S SOCIAL SERVICES POLICY FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$166,965.00.

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

**Resolution No. 4-34-2020**

A RESOLUTION TO AMEND THE CONTRACT (FY2016-001) WITH KNOX BLOUNT MAINTENANCE, INC., KNOXVILLE, TENNESSEE, FOR JANITORIAL SERVICES FOR CITY FACILITIES TO EXTEND THE CONTRACT FOR FISCAL YEAR 2021 IN AN AMOUNT NOT TO EXCEED \$215,000.00.

Councilmember Dodson moved for approval of the resolution, and Councilmember Hammond seconded. Public Works Director Shira McWaters provided an overview of the resolution and answered questions from Council.

The resolution was approved unanimously by roll call vote with Councilmembers Callison, Dodson,

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

**Resolution No. 4-35-2020**

A RESOLUTION AUTHORIZING AMENDMENT #2 IN THE AMOUNT OF \$50,000.00 TO THE PROFESSIONAL SERVICES AGREEMENT (FY2019-078) WITH BURR & FORMAN, LLP, FOR LEGAL SERVICES RELATED TO THE TENNESSEE RIVERKEEPER LAWSUIT.

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

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

**APPEARANCE OF CITIZENS**

Doug Colclasure, 103 Monticello Road, Oak Ridge, submitted the following comments prior to the meeting to be shared during this time:

"Attention Oak Ridge City Council:

Thanks for the opportunity for public participation in tonight's City Council Mtg.

Item 1.

On March 20th, 2020 the Roane Alliance announced a request for an Expression of Interest to develop a \$11 to \$13 million Emergency Response Trailing Facility across St. Rt. 95 from the Horizon Center. How will Utility Services, especially electric power be supplied to this prospective site? See attached project announcement.

Item 2.

CORED (City Electric Department) has proposed using the North Boundary Greenway along the north side of Horizon Center for additional electric service to Horizon Center. This proposed ROW will require clear cutting a minimum 50' ROW for approximately one mile along a pristine city licensed greenway trail that has a forest canopy undisturbed for over 75 years. There has been discussion of contracting with the University of Tennessee school of economics to perform an economic analysis (cost benefit) of this proposed routing compared to other less environmentally damaging options.

Cannon and Cannon did an engineering study in March 2013 that gave a cost estimate of several options. Missing in that study was placing environmental & recreational value on the undisturbed greenway. That study cost approximately \$8500, see attached. In that study the Greenway option considered the Greenway ROW as free. To the contrary, remaining undisturbed it has great recreational and natural habitat value.

Are there plans to do an environmental/recreational value/impact cost study of this CORED ROW proposal along the Greenway? If not please strongly consider doing so."

**ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

**Announcements**

Mayor Gooch reminded Councilmembers about the COVID-19 testing at Oak Ridge High School April 15-17. The Little Clinic is capable of performing 250 tests per day, and coordination has occurred with surrounding governments.

The City Manager announced that the CDBG grant program will have an additional allocation for COVID-

19 assistance in the amount of \$139,000.

Councilmember Dodson thanked the school system for delivering instruction and providing food for students during the COVID-19 pandemic.

### **Scheduling**

City Manager Mark Watson stated that the City Council work session and the Budget and Finance Committee meeting would take place this month as scheduled.

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

### **SUMMARY OF CURRENT EVENTS**

#### **CITY MANAGER'S REPORT**

City Manager Mark Watson reported that the Governor's stay-at-home Executive Order is in effect until April 30<sup>th</sup>, and the Mayor's Executive Order declaring the local state of emergency is still in place. The animal shelter is currently open. The Electric Department has deployed a unit to Chattanooga to assist with the storm damage there.

#### **CITY ATTORNEY'S REPORT**

**ADJOURNMENT:** 7:56 p.m.

**PUBLIC WORKS DEPARTMENT MEMORANDUM**  
**20-27**

**DATE:** April 21, 2020  
**TO:** Dr. Mark S. Watson, PhD., City Manager  
**FROM:** Shira A. McWaters, P.E., Public Works Director  
**SUBJECT: ADA COMPLIANCE COORDINATOR**

Introduction

An item for City Council consideration is a recommendation naming Mr. Bryan Mills, Civil Engineer for the Public Works Department, as the new Americans with Disabilities Act (ADA) Coordinator.

Funding

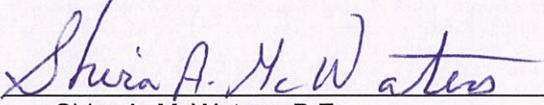
No funding is required for this recommendation.

Background

As noted in Title II of the Americans with Disabilities Act "If a public entity has 50 or more employees, it is required to designate at least one responsible employee to coordinate ADA compliance." A new ADA coordinator is needed to replace the former coordinator, who recently resigned from the City. Mr. Mills has been involved with implementing and reviewing projects that include ADA compliance include streets, sidewalks and facilities for several years.

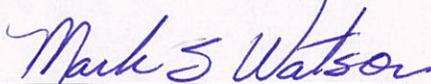
Recommendation

Staff recommends approval of Mr. Bryan Mills as the City of Oak Ridge's new American's with Disability Act coordinator.

  
\_\_\_\_\_  
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

5-6-2020  
\_\_\_\_\_  
Date

**RESOLUTION**

A RESOLUTION TO DESIGNATE A NEW AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR FOR THE CITY OF OAK RIDGE.

WHEREAS, federal law and regulations require the City to conduct a self-evaluation of its services, programs, policies, and practices and identify barriers that may limit accessibility for people with disabilities, and to develop transition plans describing how it will address identified barriers; and

WHEREAS, one of the requirements is to name a qualified Americans with Disabilities Act (ADA) Coordinator; and

WHEREAS, the City's previous ADA Coordinator has resigned employment and a new ADA Coordinator must be named; and

WHEREAS, Bryan Mills, Civil Engineer, has been involved in implementing and reviewing projects that include ADA compliance including streets, sidewalks, and facilities for several years; and

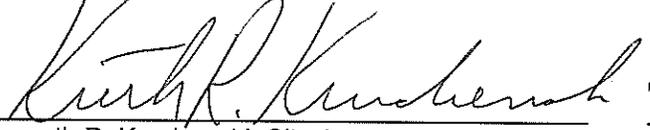
WHEREAS, the City Manager recommends Bryan Mills be designated as the City's new ADA Coordinator.

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 Bryan Mills, Civil Engineer, is hereby designated as the City's new ADA Coordinator.

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

**PERSONNEL DEPARTMENT MEMORANDUM**

**20-031**

**DATE:** April 28, 2020  
**TO:** Dr. Mark S. Watson, PhD., City Manager  
**FROM:** Ross King, Personnel Director  
**SUBJECT:** Equal Employment Opportunity (EEO) Coordinator

Introduction

An Item for City Council consideration is a recommendation naming Mr. Ross King, Personnel Director, as the new Equal Employment Opportunity (EEO) Coordinator.

Funding

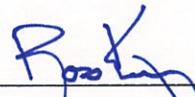
No funding is required for this recommendation.

Background

This position will counsel employees having potential EEO complaints and works with employees and managers to resolve problems informally. Assists higher-level administrators and participates in planning, organizing and implementing various training programs relating to cultural diversity, as needed. Functions as an objective monitor in the City's interview process for competitive job postings, as needed.

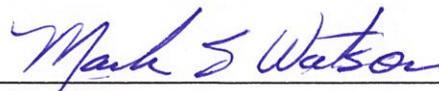
Recommendation

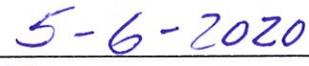
Staff recommends approval of Mr. Ross King as the City of Oak Ridge new Equal Employment Opportunity (EEO) Coordinator.

  
\_\_\_\_\_  
Ross King, Personnel Director

**City Manger's Comments:**

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

  
\_\_\_\_\_  
Mark S. Watson

  
\_\_\_\_\_  
Date

**RESOLUTION**

A RESOLUTION TO DESIGNATE ROSS KING, PERSONNEL DIRECTOR, AS THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) COORDINATOR FOR THE CITY OF OAK RIDGE.

WHEREAS, an Equal Employment Opportunity (EEO) Coordinator is responsible for implementing and overseeing EEO programs and ensuring the City's compliance with EEO requirements; and

WHEREAS, the City's Personnel Director serves as the City's EEO Coordinator; and

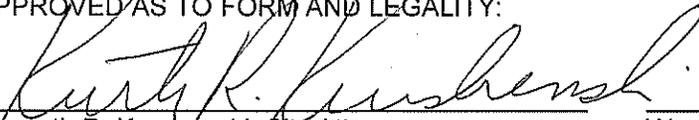
WHEREAS, the City Manager recommends Ross King, Personnel Director, be formally designated as the City's EEO Coordinator.

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 Ross King, Personnel Director, is hereby designated as the City's Equal Employment Opportunity (EEO) Coordinator.

This the 11th day of May 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  
20-26**

**DATE:** April 21, 2020  
**TO:** Dr. Mark S. Watson, PhD. City Manager  
**FROM:** Shira A. McWaters, P.E., Public Works Director  
**SUBJECT:** ANNUAL ORDER - STATE HIGHWAY MAINTENANCE CONTRACT FY2021

Introduction

An item for City Council's consideration is a Resolution authorizing a contract between the City of Oak Ridge and the State of Tennessee, Department of Transportation (TDOT) that provides reimbursement to the City for maintenance of prescribed portions of State Highways located within the City limits for the period of July 1, 2020 to June 30, 2021.

Funding

The contract includes a total reimbursement of \$151,282.65, which is the same amount allowed for FY2020. The total is based on the approximate reimbursement of \$140,671.65 for roadway and pavement maintenance, \$6,075.00 for mowing of medians, and \$4,536.00 for litter removal.

The pavement maintenance reimbursement is calculated at \$0.15 per square yard of pavement, with a total pavement or curb-to-curb width area of 937,811 square yards. While the cost of street maintenance continues to rise, based upon historical records our costs will continue to be fully reimbursed.

The mowing reimbursement is based on a monthly cycle for six (6) months of the year for the 135 acres of median located along the state routes at a rate of \$45 per acre. The City is not reimbursed for any mowing of the right-of-way located back of the curb or edge of pavement. The contract also provides reimbursement for twelve (12) monthly litter pickups along State routes.

Background

Activities covered by this contract include all routine maintenance, such as pavement repair, striping, sweeping, snow removal, mowing of medians, and litter removal. Only work performed in the areas located between curb and curb, or between shoulders is eligible for reimbursement.

The sections of roadway included in the contract are:

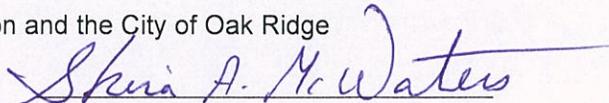
- State Route 95 (Oak Ridge Turnpike) from the Southwood Lane to the eastern City limits;
- State Route 62 (Illinois Avenue) from the northern City limit to the Solway Bridge; and
- State Route 170 (Edgemoor Road) from the Edgemoor Bridge to the SR62 interchange.

Recommendation

Staff recommends approval of the Resolution as submitted.

Attachment(s)

Contract between the State of Tennessee Department of Transportation and the City of Oak Ridge

  
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

5-6-2020  
Date

## McWaters, Shira

---

**From:** Isaac Hillard <JJ08863.Hillard@tn.gov>  
**Sent:** Friday, April 03, 2020 10:51 AM  
**To:** McWaters, Shira  
**Subject:** FY 20-21 City of Oak Ridge City Maintenance Contract  
**Attachments:** 2020 Oak Ridge CMC.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Completed

I have attached the City of Oak Ridge's City Maintenance Contract. Please print, review, sign, and return. The signed contract will need to be mailed to Valerie Newberry. The address is below. Please reply with confirmation that you have received the contract.

Just as a reminder:

- Do NOT print the contract on Legal size paper (8 ½ x14)
- Do NOT print the contract on both sides of a single sheet of paper
- I need a copy of the signature copy of the contract emailed to me.
- Mail the wet signature copy to Valerie Newberry at James K. Polk Building, Suite 400, 505 Deaderick St, Nashville, TN 37243 before **May 31, 2020**.

If you have any questions, please feel free to contact me

Thanks,



**Isaac Hillard** | Operations District Specialist  
Operations Division, District 18  
7345 Region Lane  
Knoxville, TN 37914  
p. 865-594-9460  
[Isaac.Hillard@tn.gov](mailto:Isaac.Hillard@tn.gov)

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF OAK RIDGE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Oak Ridge, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002875  
Contract #: CMA 2124

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2020 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred fifty one thousand two hundred eighty two dollars and sixty five cents (\$151,282.65). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount (per compensable increment)</b>
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee Department of Transportation  
1045 Maintenance Lane  
Knoxville, TN 37914

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tommy Berry, ASA 2  
State of Tennessee Department of Transportation  
1045 Maintenance Lane  
Knoxville, TN 37914  
tommy.berry@tn.gov  
Telephone # 865-594-2718  
FAX # 865-594-2730

The Contractor:

Shira A. McWaters, Director of Public Works  
City of Oak Ridge  
P.O. Box 1  
Oak Ridge, TN 37831-0001  
Telephone # 865-425-1875  
FAX # 865-425-1843

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF OAK RIDGE:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**CLAY BRIGHT, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.15
Total Roadway Surface Area (YD^2):	937811
Calculated Maximum Reimbursement (Roadway Surface):	\$ 140,671.65

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR095	Oak Ridge Turnpike	BEGIN	Roane/Anderson Line	1E	Yes	0	2.3	12144	106	12	16192.00	126837.33
		CHANGE		1D	No	2.3	5	14256	106	0	0	167904.00
		END	Eastern City Limits	1E	Yes	5	7.5	13200	95	12	17600	121733.33
SR062	Illinois Ave	BEGIN	North City Limits to West Outer	1G	Yes	0.8	1.2	2112	102	12	2816	21120.00
		CHANGE	West Outer -	1D	No	1.2	2.8	8448	106	0	0	99498.67
		CHANGE	Tulane - Centrifuge Way	1D	No	2.8	4.3	7920	98	0	0	86240.00
		CHANGE	Centrifuge Way - Bethel Valley	1E	No	4.3	5.6	6864	102	12	9152	68640.00
		CHANGE		1D	No	5.6	6.7	5808	112	0	0	72277.33
		CHANGE		1E	No	6.7	6.9	1056	98	12	1408	10090.67
		END	End at Solway Bridge	1D	No	6.9	7.19	1531.2	98	0	0	16673.07
SR170	Edgemoor Road	BEGIN	Edgemoor Bridge - Solway Int	1C	No	0	2.81	14836.8	46	0	0	75832.53
SR095		BEGIN	Southwood Ln.	1C	No	8.415	8.64	1188	82	0	0	10824.00
		CHANGE		1C	No	8.64	8.76	633.6	95	0	0	6688.00
		CHANGE		1C	No	8.76	8.92	844.8	82	0	0	7697.07
		CHANGE		1D	No	8.92	9.23	1636.8	72	0	0	13094.40
		CHANGE		1D	No	9.23	9.36	686.4	74	0	0	5643.73
		CHANGE		1E	No	9.36	9.97	3220.8	73	18	6441.6	19682.67
		CHANGE		1E	No	9.97	10.03	316.8	68	18	633.6	1760.00
		END	Roane/Anderson Line	1E	No	10.03	10.22	1003.2	68	18	2006.4	5573.33
Total Length (mi.):								18.505	Total Roadway Surface:		937811	

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:	\$ 45.00
Calculated Maximum Reimbursement (Mowing):	\$6,075.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini(LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR095	1E	0	2.3	5.99	0	5.99	6	35.94
SR095	1E	5	7.5	3.05	0	3.05	6	18.3
SR062	1G	0.8	1.2	3.23	0	3.23	6	19.38
SR062	1E	4.3	5.6	7.51	0	7.51	6	45.06
SR062	1E	6.7	6.9	0.8	0	0.8	6	4.8
SR095	1E	9.36	10.22	1.88	0	1.88	6	11.28
<b>Total Contract Area (acres):</b>								<b>135</b>



### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

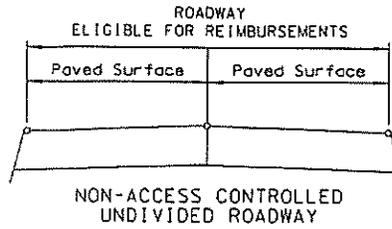


FIGURE 1A

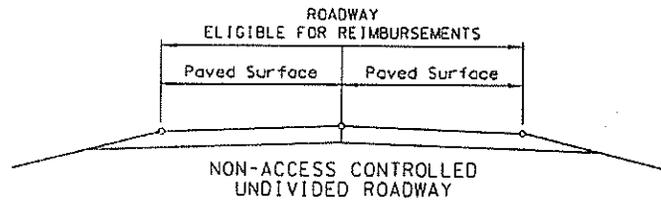


FIGURE 1B

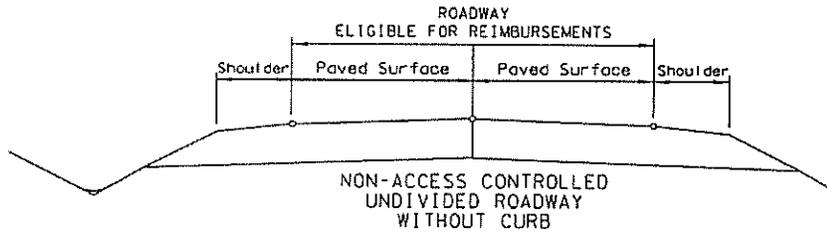


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

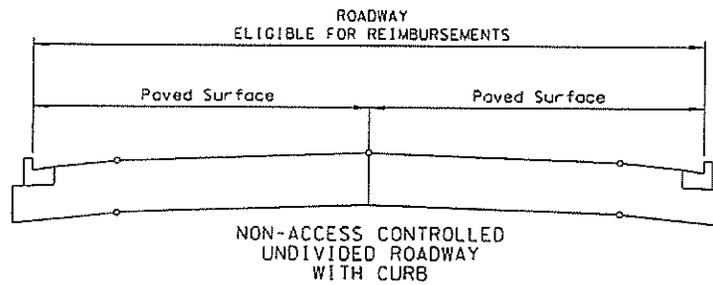


FIGURE 1D

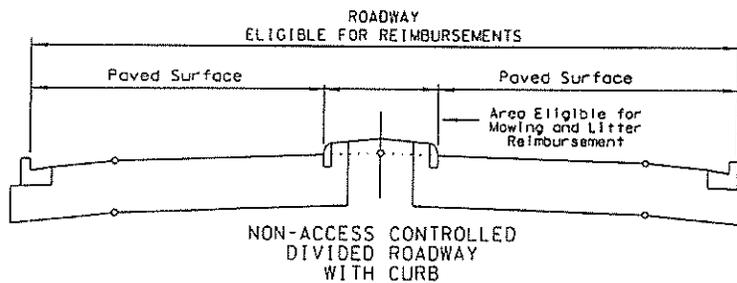


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

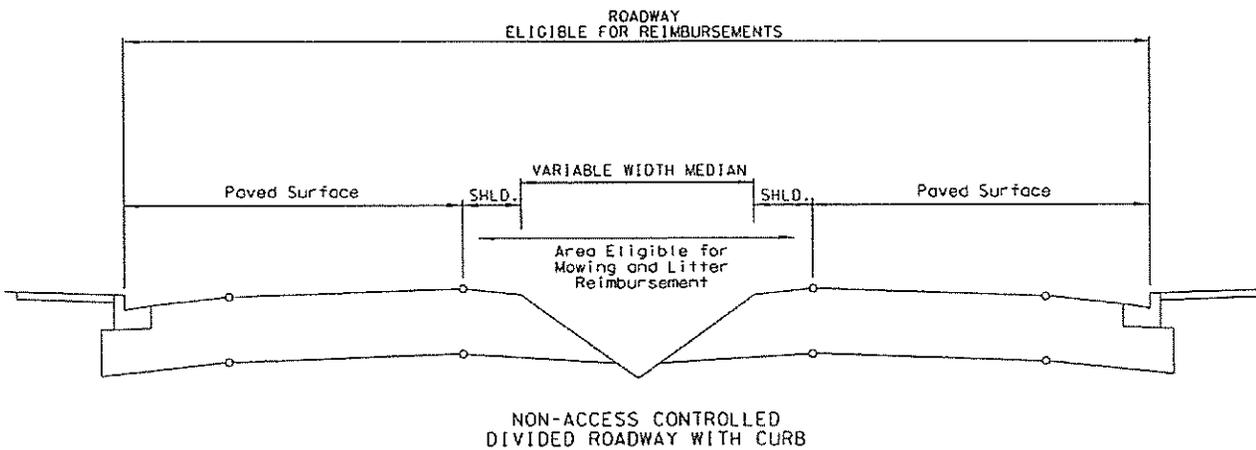


FIGURE 1F

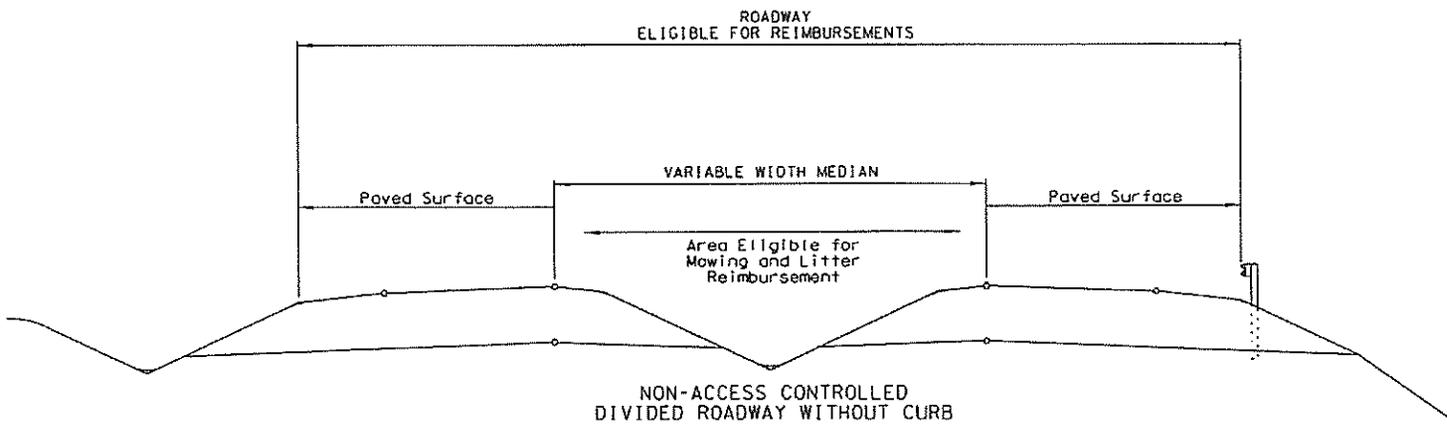


FIGURE 1G

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

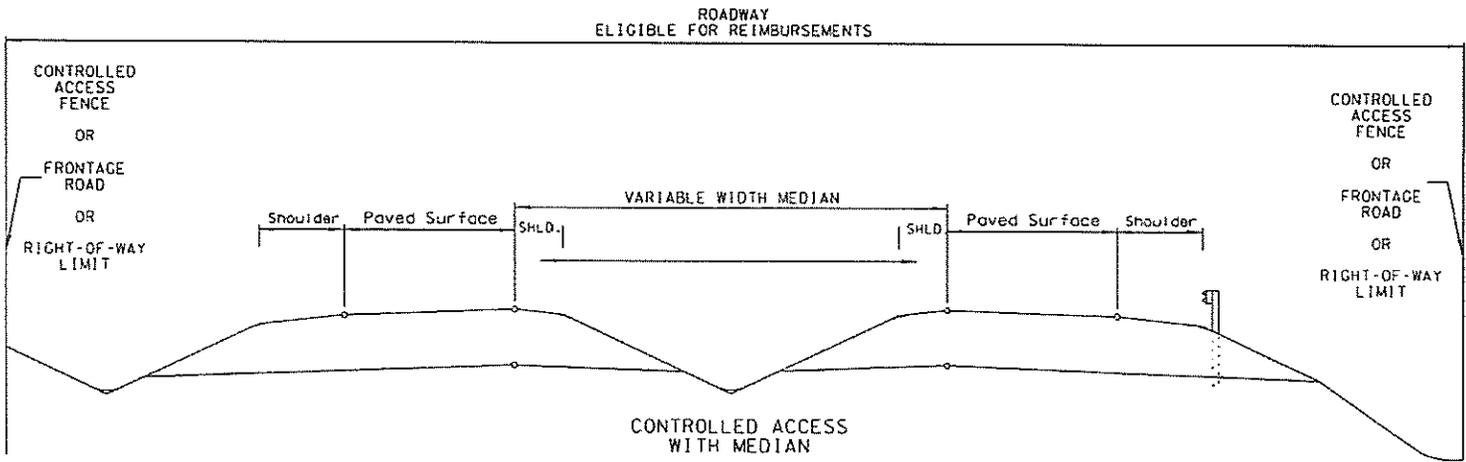


FIGURE 2A

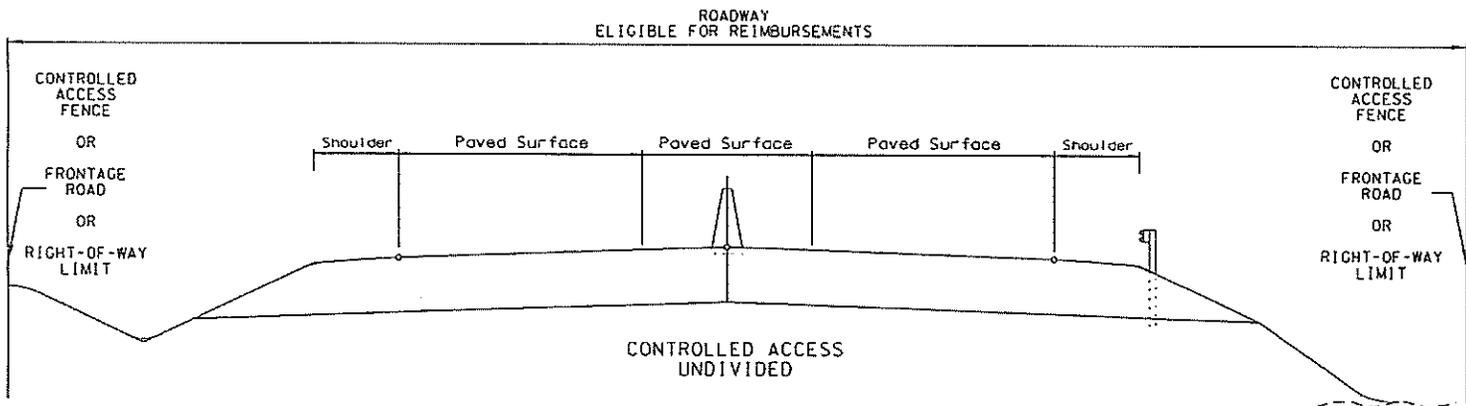


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2020-2021 FISCAL YEAR**

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

NUMBER \_\_\_\_\_

**RESOLUTION**

A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$151,282.65 FOR FISCAL YEAR 2021.

WHEREAS, the City of Oak Ridge has heretofore entered into one-year contracts with the State of Tennessee whereby the City performs and is reimbursed for maintenance on State highways located within the corporate city limits; and

WHEREAS, the State has proposed a contract for said maintenance activity for the period beginning July 1, 2020 through June 30, 2021 for a total reimbursement of \$151,282.65, which contract the City Manager recommends be approved.

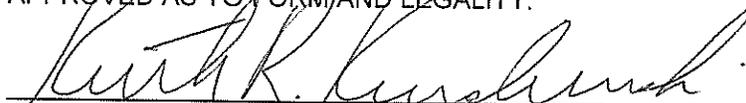
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance (including mowing and litter removal) of prescribed sections of State routes within Oak Ridge during the period of July 1, 2020 through June 30, 2021 for a total reimbursement of \$151,282.65, and for the considerations set out in said contract prepared by the State and presented to the City for execution.

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

ELECTRIC DEPARTMENT MEMORANDUM

20-11

**DATE:** April 17, 2020  
**TO:** Mark S. Watson, City Manager  
**FROM:** Jack L. Suggs, Electric Director  
**SUBJECT:** PURCHASE OF REGULATOR CONTROLS

Introduction

An item for City Council's consideration is a resolution awarding a contract to Wesco Distribution, Knoxville, Tennessee for the provision of 24 Cooper Power Series CL-7 regulator controls in the not to exceed amount of \$88,080.00.

Funding

Funding is provided by the Electric Fund.

Review

Voltage regulators in substations ensure that minor fluctuations in the voltage of power supplied by TVA are smoothed out and not visible to our customers. They are essential in providing quality power to today's highly sophisticated power equipment.

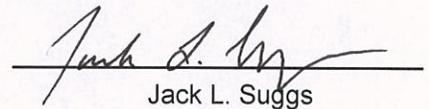
The units can also be used in conjunction with a SCADA system to lower system peaks by adjusting voltage during peak demand events, thus saving the City money on our TVA power bill.

Regulators are controlled by electronic devices attached directly to the units. The new controls will replace obsolete units, some of which have been in service since the 1990s. These obsolete units cannot be controlled remotely and do not have the ability to communicate with other equipment in the station. The new controls will work with the existing regulators (which have been rebuilt). They will allow operation through the proposed SCADA system and once that system is operating it will allow us to perform peak shaving to reduce our power bill to TVA.

The regulator controls are available only from one source in our region, Wesco Distributors, who is the representative for Eaton, the manufacturer. The purchase is a required engineering design from a sole source. Nevertheless, there was a bid opening for the equipment on March 18, 2020.

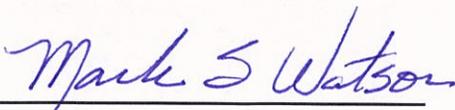
Recommendation

Staff recommends approval of the attached resolution.

  
Jack L. Suggs

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

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

OPENING DATE: MARCH 18, 2020 2:00 P.M.

FOR — SUBSTATION APPARATUS RETROFIT REGULATOR CONTROLS			BIDDER: Wesco Distribution, Inc. 427 Park Village Drive Knoxville, TN 37923		BIDDER:		BIDDER:		BIDDER:		
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF REGULATOR CONTROLS FOR SUBSTATIONS PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE ELECTRIC DEPARATMENT	1 Substation 200	9	\$ 3,670.00	\$ 33,030.00							
	2 Substation 100	9	\$ 3,670.00	\$ 33,030.00							
	3 Spares	6	\$ 3,670.00	\$ 22,020.00							
TOTAL PRICE				\$ 88,080.00							
TERMS				NET 30							
DELIVERY				56 DAYS							
F.O.B.				OAK RIDGE							
VIA				TRUCK							
REASON FOR AWARD ONLY BID RECEIVED <input checked="" type="checkbox"/> X LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>							RECOMMEND AWARD BE MADE TO:				
							Wesco Distribution, Inc. 427 Park Village Drive Knoxville, TN 37923				
							BIDS OPENED AND RECORDED BY—				
							Lyn Majeski Lyn Majeski Purchasing Manager				
							BIDS REVIEWED BY—				
							Dallas Dyce Dallas Dyce Accounting Manager				

**RESOLUTION**

A RESOLUTION AUTHORIZING THE PURCHASE OF VOLTAGE REGULATOR CONTROLS FROM WESCO DISTRIBUTION, KNOXVILLE, TENNESSEE, IN AN AMOUNT NOT TO EXCEED \$88,080.00 FOR USE BY THE ELECTRIC DEPARTMENT.

WHEREAS, the City of Oak Ridge operates an electric distribution utility providing electricity to its citizens; and

WHEREAS, the City of Oak Ridge has issued invitations to bid for the purchase of twenty-four (24) regulator controls for use in its electric distribution system; and

WHEREAS, the new regulator controls will replace obsolete units, work remotely, have the ability to communicate with other equipment in the substation, and will allow operation through the proposed SCADA system once it is operational thereby allowing cost-savings on the City's power bill with TVA; and

WHEREAS, the required engineering design for the regulator controls is available only from a manufacture's (Eaton) representative; and

WHEREAS, bids were received and publicly opened on March 18, 2020, with WESCO Distribution, Knoxville, Tennessee, submitting the sole bid as the Eaton representative for this region, which bid the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and award is hereby made to WESCO Distribution, 427 Park Village Drive, Knoxville, Tennessee 37923, for the furnishing of twenty-four (24) Cooper Power Series CL-7 regulator controls; said award in strict accordance with the required specifications and the bid as received and publicly opened on March 18, 2020, and in an amount not to exceed \$88,080.00.

This the 11th day of May 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

20-24

**DATE:** April 14, 2020  
**TO:** Mark S. Watson, City Manager  
**THROUGH:** Shira A. McWaters, P.E., Public Works Director *SKM*  
**FROM:** Bryan W. Mills, P.E., Public Works Engineer  
**SUBJECT:** INFRASTRUCTURE ACCEPTANCE - THE PRESERVE AT CLINCH RIVER,  
PHASE 7, SUBAREA "I", "G", & "K" - PORTION OF PARCEL 2.01, TAX  
MAP 39, ROANE COUNTY

Introduction

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

Funding

No funding is required.

Background/Analysis

RL REGI-TN OAK, LLC has requested the City to formally accept infrastructure for perpetual maintenance purposes. The Subdivision Final Plat was recorded in Roane County on June 20, 2006 in Plat Cabinet D, Pages 143-151.

Infrastructure proposed for acceptance has been inspected by the City and has been completed in accordance with City Subdivision Regulations. The owner has posted a one year warranty bond for materials and workmanship. The cost for the warranty bond for subarea "I" is \$73,642, which is based on 5% of the estimated construction cost of the infrastructure (\$1,472,838). The cost for the warranty bond for subarea "G" is \$57,558 which is based on 5% of the estimated construction cost of the infrastructure (\$1,151,156). The cost for the warranty bond for subarea "K" is \$82,665.75 which has been based on 5% of the estimated construction cost of the infrastructure (\$1,653,314.94).

A summary of the infrastructure to be accepted for subarea "I" includes:

- 4,482 linear feet of 20' wide new roadways
- 762 linear feet of 27' wide new roadways
- 7,549 linear feet of 5' wide concrete sidewalk
- 6,699 linear feet of 8" PVC sanitary sewer lines located in the ROW or dedicated easements;
- 4,761 linear feet of 6" SDR21, PVC water lines located in the ROW or dedicated easements;
- 4,727 linear feet of storm drainage lines located in the ROW or dedicated easements
  - 3,577lf(15"HDPE); 1,150lf(18"HDPE)
- Electric easements as show on the recorded plat.

A summary of the infrastructure to be accepted for subarea "G" includes:

- 887 linear feet of 20' wide new roadways
- 3,056 linear feet of 25' wide new roadways
- 7,462 linear feet of 5' wide concrete sidewalk
- 2,468 linear feet of 8" PVC sanitary sewer lines located in the ROW or dedicated easements;
- One sanitary sewer lift station and 2,385' of 6" SDR 21, PVC sewer force main.
- 3,443 linear feet of 6" SDR21, PVC water lines located in the ROW or dedicated easements;
- 2,918 linear feet of storm drainage lines located in the ROW or dedicated easements
  - 2,051lf(15"HDPE); 669lf(18"HDPE); 114lf(24"HDPE); 84lf(30"HDPE)
- Electric easements as show on the recorded plat.

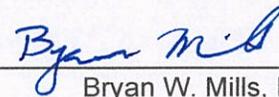
A summary of the infrastructure to be accepted for subarea "K" includes:

- 3,267 linear feet of 20' wide new roadways
- 900 linear feet of varying width new roadway (31'-40')
- 5,750 linear feet of 5' wide concrete sidewalk
- 7,150 linear feet of 8" PVC sanitary sewer lines located in the ROW or dedicated easements;
- 5,170 linear feet of 6" SDR21, PVC water lines located in the ROW or dedicated easements;
- 2,338 linear feet of storm drainage lines located in the ROW or dedicated easements
- 171lf(12"HDPE); 1,591lf(15"HDPE); 226lf(18"HDPE); 221lf(30"HDPE); 129lf(48"HDPE)
- Electric easements as show on the recorded plat.

#### Recommendation

The City of Oak Ridge Planning Commission recommended acceptance of the infrastructure at its October 17<sup>th</sup>, 2019 meeting for subareas "I" & "G". The City of Oak Ridge Planning Commission recommended acceptance of the infrastructure at its November 21, 2019 meeting for Subarea "K". Staff recommends acceptance of the subdivision infrastructure and approval of the attached resolution.

Attachment(s)  
Infrastructure drawing

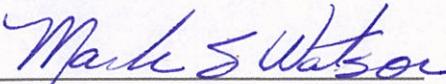


Bryan W. Mills, P.E.

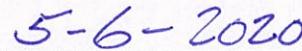
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#### **City Manager's Comments:**

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

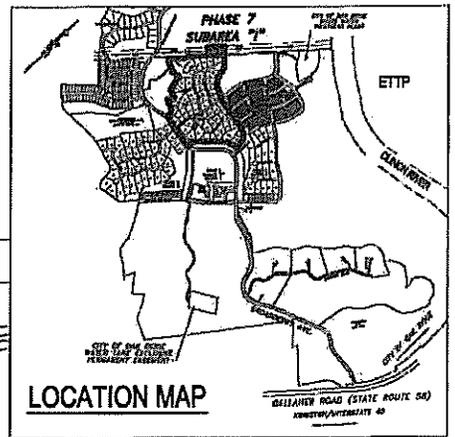
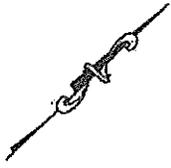


Mark S. Watson



Date

# PHASE 7 SUBAREA "1"



TVA



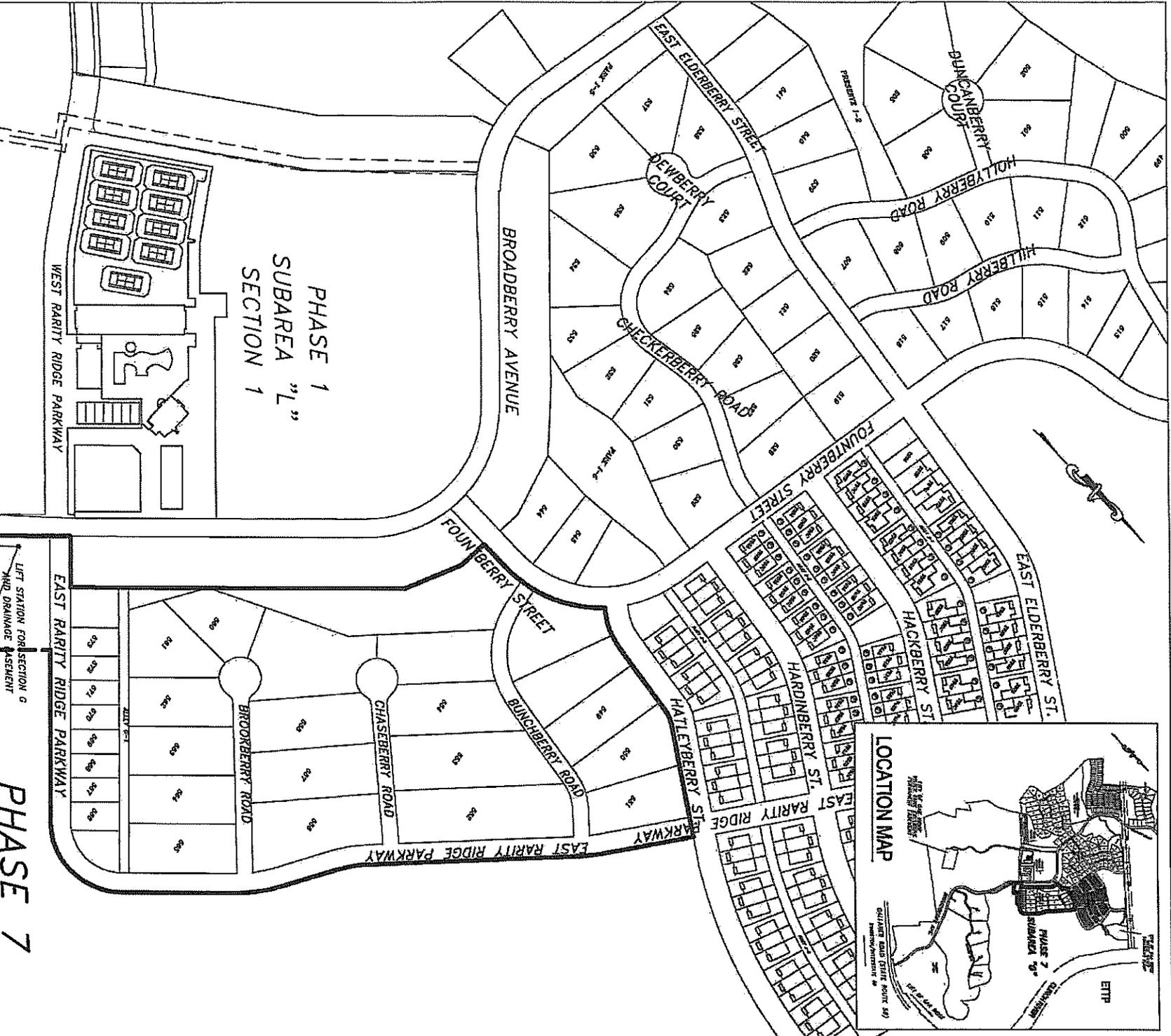
PHASE 7  
SECTION K

ACCEPTANCE OF INFRASTRUCTURE WITHIN PRESERVE AT  
CLINCH RIVER SUBD. PHASE 7, SUBAREA "1"  
(PORTION OF PARCEL 2.01, TAX MAP 39, ROANE CO.)

## PUBLIC WORKS DEPARTMENT

OAK RIDGE, TENNESSEE

DR. BY: CCB	CHK' BY: RF	DATE: 7/3/19	SCALE: NTS	DR. NO.: 1	DIRECTOR: SHIRA McWATERS
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PHASE 1  
SUBAREA "L"  
SECTION 1

ACCEPTANCE OF INFRASTRUCTURE WITHIN PRESERVE AT  
CLINCH RIVER SUBD. PHASE 7, SUBAREA "G"  
(PORTION OF PARCEL 2.01, TAX MAP 39, ROANE CO.)

PUBLIC WORKS DEPARTMENT

OAK RIDGE, TENNESSEE

DR. BY: CCB	CHK. BY: RF	DATE: 8/26/19	SCALE: NTS	DR. NO.: 1	DIRECTOR: SHIRA MCWATERS
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PHASE 7  
SUBAREA "G"

LIFT STATION FOR SECTION G  
AND DRAINAGE BASINMENT

EAST RARITY RIDGE PARKWAY

WEST RARITY RIDGE PARKWAY

FOUNT BERRY STREET

BROADBERRY AVENUE

HATTLEBERRY STREET

CHECKERBERRY ROAD

FOUNT BERRY STREET

HARDINBERRY ST.

HACKBERRY ST.

EAST ELDERBERRY ST.

HILLBERRY ROAD

HOLLYBERRY ROAD

DUNCANBERRY COURT

EAST RARITY RIDGE PARKWAY

BROADBERRY AVENUE

FOUNT BERRY STREET

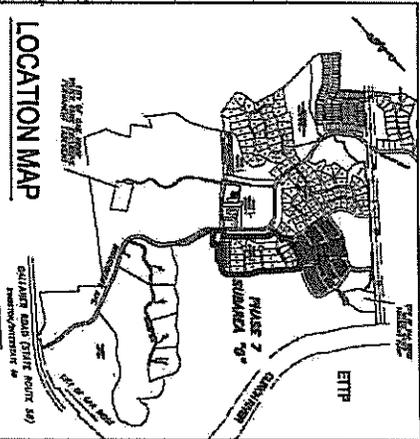
BROOKBERRY ROAD

CHASEBERRY ROAD

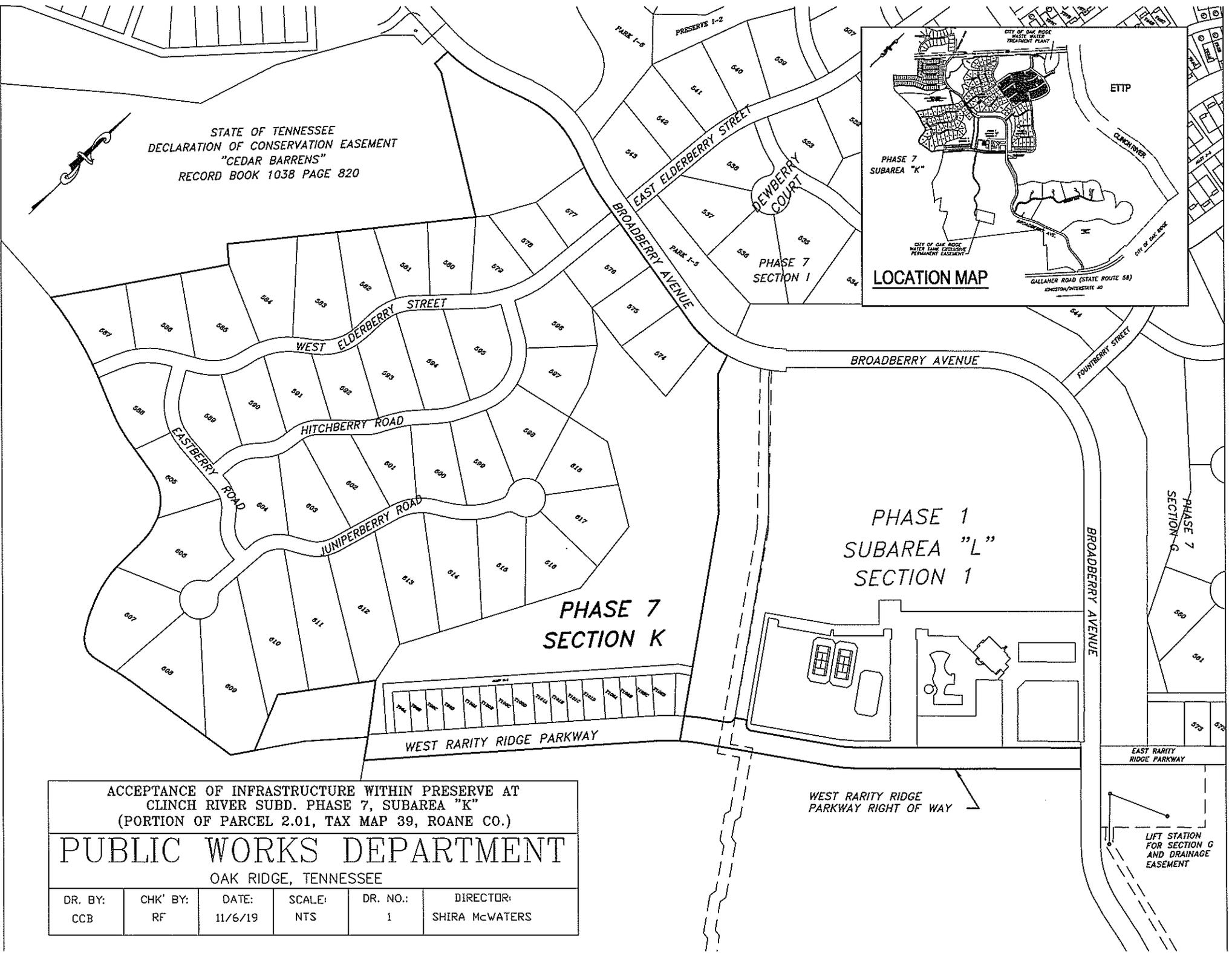
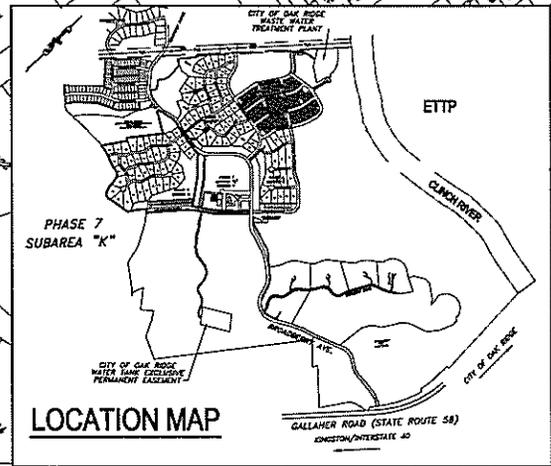
BROOKBERRY ROAD

EAST RARITY RIDGE PARKWAY

ALLEY



STATE OF TENNESSEE  
 DECLARATION OF CONSERVATION EASEMENT  
 "CEDAR BARRENS"  
 RECORD BOOK 1038 PAGE 820



PHASE 7  
 SECTION K

PHASE 1  
 SUBAREA "L"  
 SECTION 1

ACCEPTANCE OF INFRASTRUCTURE WITHIN PRESERVE AT  
 CLINCH RIVER SUBD. PHASE 7, SUBAREA "K"  
 (PORTION OF PARCEL 2.01, TAX MAP 39, ROANE CO.)

**PUBLIC WORKS DEPARTMENT**

OAK RIDGE, TENNESSEE

DR. BY: CCB	CHK' BY: RF	DATE: 11/6/19	SCALE: NTS	DR. NO.: 1	DIRECTOR: SHIRA McWATERS
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**RESOLUTION**

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

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

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

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

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

WHEREAS, the Oak Ridge Municipal Planning Commission, at its regular meetings on October 17, 2019 and November 21, 2019, recommended to City Council that certain infrastructure improvements on the referenced plat be accepted for perpetual maintenance subject to certain conditions.

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

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

- 4,482 linear feet of 20' wide new roadways;
- 762 linear feet of 27' wide new roadways;
- 7,549 linear feet of 5' wide concrete sidewalk;
- 6,699 linear feet of 8" PVC sanitary sewer lines located in the right-of-way or dedicated easements;
- 4,761 linear feet of 6" SDR21 PVC water lines located in the right-of-way or dedicated easements;
- 4,727 linear feet of storm drainage lines located in the right-of-way or dedicated easements which includes 3,577 linear feet of 15" HDPE and 1,150 linear feet of 18" HDPE; and
- Electric easements as shown on the recorded plat.

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

- 887 linear feet of 20' wide new roadways;
- 3,056 linear feet of 25' wide new roadways;
- 7,462 linear feet of 5' wide concrete sidewalk;
- 2,468 linear feet of 8" PVC sanitary sewer lines located in the right-of-way or dedicated easements;
- One (1) sanitary sewer lift station and 2,385 linear feet of 6" SDR21 PVC sewer force main;
- 3,443 linear feet of 6" SDR21 PVC water lines located in the right-of-way or dedicated

easements;

- 2,918 linear feet of storm drainage lines located in the right-of-way or dedicated easements which includes 2,051 linear feet of 15" HDPE, 669 linear feet of 18" HDPE, 114 linear feet of 24" HDPE, and 84 linear feet of 30" HDPE; and
- Electric easements as shown on the recorded plat.

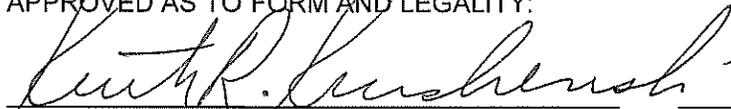
BE IT FURTHER RESOLVED that the City of Oak Ridge hereby accepts the following infrastructure for perpetual maintenance for the Preserve at Clinch River, Phase 7, Subarea K, all as identified on the Subdivision Final Plat as recorded in the Roane County Register of Deeds Office to be used for public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

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

BE IT FURTHER RESOLVED that said infrastructure acceptance is subject to the owner's completion of the following outstanding condition of the Oak Ridge Municipal Planning Commission: recording an easement for the single-phase feed to the West Rarity Ridge Pkwy section of Subarea K, as well as the three-phase backbone infrastructure that has been installed along side of it.

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**CITY COUNCIL MEMORANDUM  
20-11**

DATE: May 5, 2020  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: **CITY MANAGER REQUESTS AUTHORIZATION TO SUBMIT COVID-19 GRANTS**

Item

The City Council shall consider a resolution authorizing the City Manager to approve grant submittals associated with COVID-19 virus for certain past, present and future expenses to the Oak Ridge City Government.

Finances

Upon approval by the federal government, the City shall receive funding associated with costs caused by the COVID-19 virus since February 1, 2020.

Background

The City of Oak Ridge has been advised by the federal and state government that funding has been made available to local governments for certain actual and anticipated expenses due to changes caused by the COVID-19 virus. The City has been advised of the funding through various federal agencies. It is found that public assistance is being made available through the Federal Emergency Management Agency and Tennessee Emergency Management Agency that funding is available for the control and reduction of immediate threats to health and public safety. This can be used for medical sheltering, supplies and consumables. Primary lead is from the Fire Department on this program

From the Department of Justice, the use of funding in an amount of \$36,437 is available for prevention and preparation and response to the coronavirus. The Oak Ridge Police Department may utilize funding for equipment (PPE) and expenses available for the distribution of resources throughout Oak Ridge. Overtime and personnel expenses may also be eligible for reimbursement such as personnel support for the COVID testing at Roane State or Oak Ridge High School.

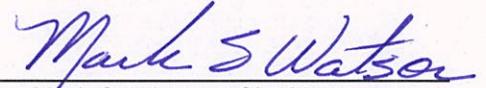
The City of Oak Ridge has also been advised by HUD that additional funds are available for low to moderate income services through the CDBG program. The City has been allocated an additional \$139,339 for supplementing the program. The City will consider this for additional utility assistance programs and continuity of government changes identified by the City due to changes caused by the virus.

The State of Tennessee has also provided local government support through supplemental funding by the Governor's budget. Approved by the Legislature before closure, the City of Oak Ridge has had \$672,391 allocated for IT hardware, Capital Maintenance, Utility upgrades and COVID-19 response. The City is developing a plan for this request.

Due to City policy on submittal for grants, permission is requested to authorize the City Manager to execute and submit documents needed for consideration and approval by the federal and state government. The City Council will be advised on the successful selection and approvals of said grants.

Recommendation

Approval of the attached resolution is recommended.



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Mark S. Watson, City Manager

**RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT IF AWARDED, GRANTS ASSOCIATED WITH COVID-19 PANDEMIC.

WHEREAS, coronavirus disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV2 virus that can result in mild or severe symptoms, including fever, cough, and shortness of breath, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, federal, state, and local governments have declared a state of emergency due to the COVID-19 pandemic; and

WHEREAS, on March 27, 2020, President Donald Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) as a means to address the economic fallout of the COVID-19 pandemic; and

WHEREAS, grant funds are available to local governments in response to the COVID-19 pandemic from various sources, including but not limited to the Federal Emergency Management Agency (FEMA), the Tennessee Emergency Management Agency (TEMA), the U.S. Department of Justice (DOJ), the U.S. Department of Housing and Urban Development (HUD), and the Tennessee Department of Finance and Administration; and

WHEREAS, by city policy, all grants require approval by City Council; and

WHEREAS, due to the timelines for submission of grant applications and requests, as well as the impact COVID-19 has had on city operations, the City Manager recommends City Council give the City Manager and Mayor direct authority to apply for, and accept, grants on behalf of the City that are related to the COVID-19 pandemic.

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

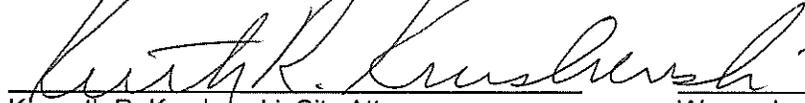
That the recommendation of the City Manager is approved and City Council hereby authorizes the City Manager and/or Mayor to apply for grant funds associated with the COVID-19 pandemic for which the City is eligible to apply, and to accept said grant funds if awarded. Said grants include, but are not limited to, the following grant opportunities:

- Federal Emergency Management Agency (FEMA) / Tennessee Emergency Management Agency (TEMA) – Public Assistance Grant (FEMA-DR-4514-TN),
- FEMA-funded Assistance to Firefighters Grant – COVID-19 Supplement (AFG-S),
- U.S. Department of Justice (DOJ) – Coronavirus Emergency Supplemental Funding Program (CESF),
- U.S. Department of Housing and Urban Development (HUD) – CDBG-CV, and
- Tennessee Department of Finance and Administration – Local Government Support Grant.

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 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:



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Kenneth R. Krushenski, City Attorney

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Warren L. Gooch, Mayor

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Mary Beth Hickman, City Clerk

**POLICE DEPARTMENT MEMORANDUM  
20-06**

DATE: May 1, 2020  
TO: Mark S. Watson, City Manager  
FROM: Charles R. Smith, Chief of Police  
SUBJECT: FY 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) Program Grant

Introduction

An item for City Council's consideration is a resolution authorizing the acceptance of the FY2020 Patrick Leahy Bulletproof Vest Partnership (BVP) Program Grant, that allows for reimbursement of half the cost of a Bulletproof Vest worn by Oak Ridge Police Department officers.

Funding

Funding for each vest is budgeted through the annual Police Department budget and bidding process.

Background

This program is designed to provide critical resources to eligible applicants for the purchase of bullet-resistance body armor for law enforcement officials. The City of Oak Ridge Police Department consistently utilizing this grant for over fifteen (15) years. This last years allototed amount was \$5,661.88. This is a 50 percent match by the BVP. Funding is first allocated to jurisdictions with fewer than 100,000 residents.

Recommendation

Approval of the attached resolution is recommended.

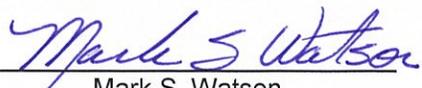


Charles R. Smith, Chief of Police

Attachments:

**City Manager's Comments:**

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

 5-6-2020  
Mark S. Watson Date

**RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT FROM THE U.S. DEPARTMENT OF JUSTICE AND TO ACCEPT SAID GRANT IF AWARDED.

WHEREAS, for over fifteen (15) years, the Oak Ridge Police Department has been the recipient of a Patrick Leahy Bulletproof Vest Partnership (BVP) Grant from the U.S. Department of Justice; and

WHEREAS, grant applications for FY2020 are due to the U.S. Department of Justice by June 8, 2020; and

WHEREAS, the grant is a fifty percent (50%) reimbursement grant for the cost of purchased bulletproof vests; and

WHEREAS, during the last fiscal year, the Oak Ridge Police Department received \$5,661.88 under this grant program; and

WHEREAS, the City Manager recommends submittal of an application to request grant funding under the BVP grant program.

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

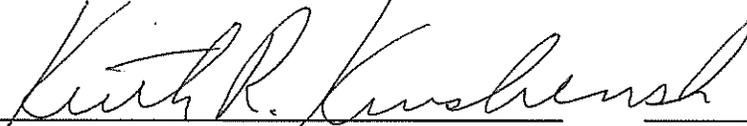
That the recommendation of the City Manager is approved and the City Manager is authorized to submit an application to the U.S. Department of Justice for a Patrick Leahy Bulletproof Vest Partnership (BVP) grant and to accept said grant if awarded.

BE IT FURTHER RESOLVED that said grant is a reimbursement grant equal to up to fifty percent (50%) of the City's costs expended for bulletproof vests for the Oak Ridge Police Department.

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

**COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM  
20-28**

DATE: May 5, 2020  
TO: Mark Watson, PhD, City Manager  
FROM: Wayne Blasius, Community Development Director   
SUBJECT: APPROVAL OF APPLICATION SUBMITTAL FOR AARP GRANT

Introduction

An item for the May 11, 2020 CONSENT agenda is approval by City Council for making application to the AARP Community Challenge grant program.

Funding

No funding is associated with this item. This is a zero-match grant program.

Consideration

The City adopted a 'development-oriented vision' for a new downtown district along the Wilson Street corridor in Oak Ridge on January 7, 2020. A major theme of the vision was the creation of a place that is 'uniquely Oak Ridge,' in accordance with the values of the City Blueprint plan, adopted in 2019. One element in achieving this objective, is the adornment of street intersections to depict the Blueprint values of "Education, Science, and Nature." This would be accomplished by creating and applying images to crosswalks and intersection centers along the route.

The AARP grant provides potential funding for this work. The concepts have been reviewed and approved by the City Engineer, to ensure public safety for drivers, bicyclists, and pedestrians. The addition of this public art will also be a benefit to seniors in Oak Ridge, and a further incentive to new private investment along this corridor, because it will provide a more attractive area for people to live, work and play.

The application is due no later than May 15, 2020, with notification of award winners in August 2020, and completion of the work by December 2020.

Recommendation

Approval of the application is recommended.

  
\_\_\_\_\_  
Wayne Blasius

Attachments: NA

**City Manager's Comments:**

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

  
\_\_\_\_\_  
Mark S. Watson                      5-6-2020  
Date

**RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A GRANT FROM AARP TO BE USED FOR STREET ADORNMENTS IN ACCORDANCE WITH THE "DOWNTOWN OAK RIDGE" VISION FOR THE WILSON STREET CORRIDOR, AND TO ACCEPT SAID GRANT IF AWARDED.

WHEREAS, by Resolution 1-7-2020, City Council endorsed the vision for the Wilson Street corridor, known as "Downtown Oak Ridge," as a guideline for the City; and

WHEREAS, a major theme of the "Downtown Oak Ridge" vision is creating a place that is uniquely Oak Ridge in accordance with the values of the City Blueprint plan, which plan was approved by City Council through Resolution 5-33-2019; and

WHEREAS, an element in achieving this objective is the adornment of street intersections to depict the City Blueprint values of education, science, and nature, which can be accomplished by creating and applying images to crosswalks and intersection centers along Wilson Street; and

WHEREAS, grant funds are available from AARP, with applications due May 15, 2020 and notification of awards anticipated in August 2020; and

WHEREAS, no matching funds are required; and

WHEREAS, the City Manager recommends submittal of an application to request grant funding from AARP for the adornment of street intersections along Wilson Street.

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

That the recommendation of the City Manager is approved and the City Manager is authorized to submit an application to AARP for grant funding for the adornment of street intersections along Wilson Street in accordance with the "Downtown Oak Ridge" vision, and to accept said grant if awarded.

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

**FINANCE DEPARTMENT MEMORANDUM**

**20-03**

**DATE:** May 5, 2020  
**TO:** Mark S. Watson, City Manager  
**FROM:** Janice E. McGinnis, Finance Director  
**SUBJECT:** TAX EQUIVALENTS

Introduction

An item for City Council's consideration is a resolution that authorizes tax equivalent payments from the Electric Fund to the General Fund and to Anderson and Roane Counties and a tax equivalent payment from the Waterworks Fund to the General Fund.

Funding

Funding is budgeted and will be provided by the Electric and Waterworks Fund.

Review

Tennessee Code Annotated (TCA) authorizes and establishes guidelines for municipal operated utility systems to pay tax equivalent payments to the General Fund of the municipality. Basically, this is in lieu of property tax payment paid by the City's utility systems. This is comparable to the property taxes that a private business that provided a similar service would be required to pay the City.

The City Electric Fund's tax equivalent payment is calculated utilizing guidelines set forth in Sections 7-52-301 and 7-52-307 of the TCA and Section 2 – Terms and Conditions, Revision 1987, of the TVA contract. The tax equivalent is calculated utilizing the net asset value of the Electric System's physical plant (i.e. electric lines, land, traffic signals, street lights, vehicles and substations) on a cost basis and a three-year average of the system's operating revenues, excluding purchased power. The net asset value of the system's property is \$52,173,351 in the Anderson County portion of the City and \$8,024,076 in the Roane County portion of the City. Based on the calculations specified in Section 2 of the TVA contract, the tax equivalent payment from the Electric Fund for fiscal 2019 is \$2,135,407.91.

State law requires City Council to annually approve the amount of the Electric Fund's tax equivalent payments and to allocate 77.5% of the total tax equivalent to the City's General Fund, with the remaining 22.5% allocated to the county taxing jurisdictions. Computations in accordance with these formulas result in the following Electric Fund tax equivalent payments as follows:

Portion to Oak Ridge General Fund (77.5%)	\$1,654,941.13
Portion to Counties (22.5%)	
distributed based on plant value:	
Anderson County	416,422.48
Roane County	<u>64,044.30</u>
Total Electric Fund Tax Equivalent	<u>\$2,135,407.91</u>

The Waterworks Fund disburses tax equivalent payments to the City's General Fund under authorization of TCA 7-34-115. The code provides for a maximum tax equivalent payment to the General Fund not to exceed the amount of taxes payable on privately owned property of a similar nature. The tax equivalent payment can be established at any level below that maximum amount. There is no provision for the Waterworks Fund's tax equivalent payment to be shared with the counties. Tennessee code does require City Council to annually approve the Waterworks Fund tax equivalent payment. This calculation is based on the net book value of waterworks fixed assets at the public utility assessment ratio of 55%, which equates to the assessed value, at the City's equalized property tax rate per \$100 of assessed value. The amount of the tax equivalent payment will fluctuate each year based on the value of new assets added versus depreciation and changes in the appraisal ratio. The amount of tax equivalent on the waterworks system comparable to that of a private enterprise for fiscal 2020 is \$1,380,576.45.

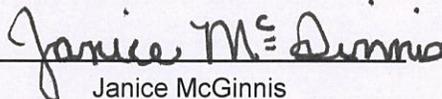
TCA 7-34-115 also provides for an equity investment charge payable to the General Fund from the waterworks system at a 6% per annum rate. The General Fund's initial investment in the Waterworks system at the 6% rate equates to an annual payment of \$250,445.25

The Waterworks Fund's payment to the General Fund would be \$1,631,021.70, which is the total of these two charges.

Recommendation

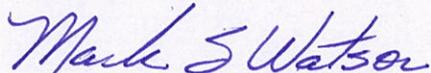
Adoption of the attached resolution is recommended reflecting the tax equivalent payment as provided for under State law.

Attachment

  
Janice McGinnis

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

**RESOLUTION**

A RESOLUTION AUTHORIZING THE TRANSFER OF TAX EQUIVALENTS FROM THE ELECTRIC AND WATERWORKS FUNDS TO THE GENERAL FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2020, AND TO AUTHORIZE DISTRIBUTION OF THE ELECTRIC FUNDS BETWEEN THE CITY OF OAK RIDGE AND ANDERSON AND ROANE COUNTIES IN ACCORDANCE WITH STATE LAW.

WHEREAS, Chapter 237 of the Public Acts of 1969 (Tennessee Code Annotated §7-52-301, §7-52-307, and §7-34-115) provides for the transfer of tax equivalents from the Electric Fund and the Waterworks Fund to the General Fund of the owning municipality; and

WHEREAS, said law further provides that the governing body of the municipality shall determine the amounts to be transferred for each fiscal year to the municipality's General Fund, not to exceed specified limits; and

WHEREAS, the City Council of the City of Oak Ridge now desires to establish such payment for the fiscal year ending June 30, 2020, and accordingly authorize its distribution between the City and Anderson and Roane Counties in accordance with State law.

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

That the City of Oak Ridge, Tennessee pay from its Electric Fund and its Waterworks Fund to the General Fund and that the Electric Funds then be distributed to the respective taxing jurisdictions, in accordance with Chapter 237 of the Public Acts of 1969, in the estimated amounts shown below:

<u>Electric Fund</u>	
City of Oak Ridge	\$1,654,941.13
Anderson County	416,422.48
Roane County	64,044.30
 <u>Waterworks Fund</u>	
City of Oak Ridge	\$1,631,021.70

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

**INFORMATION SERVICES MEMORANDUM**  
**20-02**

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

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

DATE: May 6, 2020

SUBJECT: A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR CONTINUING THE PROVISION OF SERVICES PURSUANT TO THE TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT IN THE AMOUNT OF \$ 539,603.00, AND TO ACCEPT THE GRANT SHOULD IT BE AWARDED

Introduction

An item for the May 11th City Council meeting is the adoption of the attached resolution authorizing the City to apply for, accept, and continue to serve as the fiscal agent for a grant from the Tennessee Department of Environment and Conservation (TDEC). The grant supports local government participation and public education and outreach pertaining to emergency management planning and environmental programs at the U.S. Department of Energy's (DOE) Oak Ridge Reservation (ORR). The City has managed the grant since 2012, and there is no matching requirement. The new grant term is July 1, 2020 through June 30, 2023.

Funding

No funding is associated with this item.

Background

The Tennessee Oversight Agreement (TOA) was established between the State of Tennessee (State) and the DOE in May 1991 to assure the citizens of Tennessee that their health, safety, and environment are being protected by DOE. The TOA included a provision to provide a better understanding by the local governments and the public of the past and present operations at the DOE's Oak Ridge Reservation.

By **Resolution 11-101-11**, City Council adopted the Tennessee Oversight Interlocal Agreement (TOIA) for the purpose of implementing the local government provisions of the TOA. The elected officials who represent the parties that have signed the TOIA meet on a regular basis to communicate about environmental issues, emergency planning activities, and public concerns related to the Oak Ridge Reservation. The elected officials have chosen the name Oak Ridge Reservation Communities Alliance (ORRCA) to illustrate the cooperation among the affected local governments. ORRCA, currently chaired by the Roane County Executive, meets quarterly at the TDEC office on Emory Valley Road. Notices of the meetings are provided to citizens and the local media, and the meetings are open to the public. Oak Ridge citizens routinely attend these meetings. In April 2016 City Council adopted **Resolution 4-23-2016**, authorizing an extension of the TOIA through June 20, 2021.

In July 2019, City Council adopted **Resolution 7-69-2019** which modified the TOIA to reflect new agreements between the State of Tennessee and the Department of Energy (DOE), and to extend the term of the TOIA through June 30, 2023. A copy of the signed agreement is attached for reference. The Oak Ridge Reservation Environmental Surveillance Oversight Agreement (ESO Agreement), was signed by DOE and the State in November 2018 for a term to expire on June 30, 2023. The ESO Agreement replaces the Tennessee Oversight Agreement and states that the DOE and the State commit to maintaining a direct and open relationship with local governments, such as engagement with the Oak Ridge Reservation Communities Alliance (ORRCA).

In December 2017, the DOE Oak Ridge Office of Environmental Management (OREM) and TDEC executed a Memorandum of Agreement (MOA) regarding the recovery of expenses as described in the Federal Facilities Agreement (FFA) Section XXXV. The MOA specifies stakeholder and public information liaison with "the Oak Ridge Reservation Communities Alliance, hosting public information sessions, and responding to the local governments' and community's concerns, specific to FFA and Environmental Management activities."

As the result of recent discussions between the State and ORRCA members, the parties agreed to prepare a new grant agreement between TDEC and the City to align the grant with the terms of the TOIA and ESO Agreements, both currently set to expire June 30, 2023.

Recommendation

Staff recommends that the City apply for, accept, and continue to serve as fiscal agent for the grant. The grant has proven to be an effective mechanism for public education and government-to-government cooperation in achieving a better understanding of issues related to the DOE's environmental management and emergency planning programs.

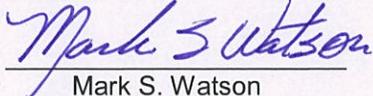
Staff recommends adoption of the attached resolution.

  
\_\_\_\_\_  
Amy S. Fitzgerald

Attachments

**City Manager's Comments:**

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

 5-6-20  
\_\_\_\_\_  
Mark S. Watson                      Date

## TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT (TOIA)

**Among the Counties of Anderson, Knox, Morgan, Roane, along with the City of Oak Ridge, to Cooperate on Issues Related to the U.S. Department of Energy's Environmental Management Program and Emergency Management Activities, and to be recognized as the Oak Ridge Reservation Communities Alliance**

WHEREAS, the Tennessee Oversight Agreement (TOA) was established between the State of Tennessee (State) and the U.S. Department of Energy (DOE) in May 1991 to assure the citizens of Tennessee that their health, safety and environment are being protected by DOE; and

WHEREAS, the Tennessee Oversight Agreement expired on November 30, 2017; and

WHEREAS, a new agreement between the State and DOE, including the National Nuclear Security Administration (NNSA), entitled the Oak Ridge Reservation Environmental Surveillance Oversight Agreement (ESO Agreement) was signed in November 2018 for a term to expire on June 30, 2023. The ESO Agreement states that the DOE and the State commit to maintaining a direct and open relationship with local governments, such as engagement with the Oak Ridge Reservation Communities Alliance (ORRCA); and

WHEREAS, the affected local governments which comprise ORRCA for the purpose of ESO Agreement implementation are the counties of Anderson, Knox, Morgan, Roane, and the City of Oak Ridge; and

WHEREAS, although each jurisdiction fully reserves the right to pursue its own interests, through communication, cooperation, and joint utilization of resources, the Mayors and County Executives of the affected local governments comprising ORRCA desire to meet on a regular basis regarding DOE or State activities requiring local government action or participation pursuant to the ESO Agreement and related environmental management and emergency management activities.

### I. PURPOSE

This **Tennessee Oversight Interlocal Agreement (TOIA)** is established among the affected local government jurisdictions for the purpose of implementing the ESO Agreement and related environmental management and emergency management activities. The affected local governments constitute the Oak Ridge Reservation Communities Alliance (ORRCA). The objective of the Tennessee Oversight Interlocal Agreement is to provide:

- A. A mechanism for ongoing review and study of DOE's current and planned environmental programs at the Oak Ridge Reservation (ORR);
- B. A forum for local governments and citizens to communicate about environmental issues and public concerns related to the ORR;
- C. A forum to enhance emergency management planning and training related to the ORR;
- D. Position statements, as needed, pertaining to policies, projects, issues and studies related to the ORR.

II. **PARTIES TO THE AGREEMENT**

The Parties to the Agreement shall be the local governments most directly affected by the implementation of the ESO Agreement and related environmental management and emergency management activities. These are: (1) Anderson County; (2) Knox County; (3) Morgan County; (4) Roane County; and (5) the City of Oak Ridge. Collectively, these local governments shall constitute the Oak Ridge Reservation Communities Alliance (ORRCA).

III. **ORGANIZATION**

A. **Board of Mayors/Executives**

Upon the execution of this agreement, a Board of Mayors/Executives is herein created (Board). This Board consist of the Mayors of each affected local government and the Roane County Executive and the Morgan County Executive.

B. **Officers**

There shall be a Chairperson and Vice-Chairperson elected from among the Board to serve one-year terms effective January 1 of each year.

IV. **OPERATION**

- A. The Board shall meet annually to approve a budget and work program for the coming year, and at least once per quarter thereafter, and at other times as needed. Meetings shall be open to the public.
- B. The Board shall take recommendations and establish agenda items from their respective local government jurisdictions, including Environmental Review Boards and the public.
- C. The Board shall work with the Tennessee Department of Environment and Conservation (TDEC) the Tennessee Emergency Management Agency (TEMA), DOE, member governments, and other agencies and local government jurisdictions on matters related to health, safety, the environment, and emergency management preparedness.
- D. The Board may establish subcommittees from time to time to study and report on issues.
- E. Each Board Member has an equal vote on all issues. Each Board Member shall be entitled to appoint a proxy as needed in the event of his/her absence at a meeting. Should a Board Member or proxy be unable to attend a meeting in person, an electronic vote, or other written or voice communication from the Board Member or proxy may be accepted as a valid vote of the Board Member.

V. ADMINISTRATION

The Board shall appoint a Fiscal Agent (FA), which shall be a governmental entity. The FA shall:

- A. Receive a fee for management of the grant(s) related to implementation of the TOIA, as approved by the Board;
- B. Receive, distribute, and report financial activities related to the grant(s) to the Board, State, and public;
- C. Disburse funds under the direction of an annual budget and/or approval of the expenditures by the Board;
- D. Assist in the preparation and maintenance of all minutes and records of the Board;
- E. Assist with meeting logistics and distribution of materials.

VI. DURATION OF THE AGREEMENT

This agreement shall be effective when signed by the participating jurisdictions and shall continue through June 30, 2023. The term of this agreement may be extended thereafter with the written approval of the participating jurisdictions.

VII. AMENDMENT

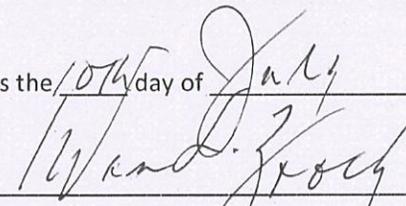
This Agreement may be amended by a majority vote of the Board.

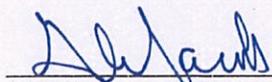
VIII. WITHDRAWAL

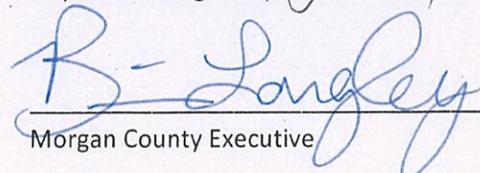
At any time a local government jurisdiction may withdraw from this agreement by providing written notification to the Board.

This Interlocal Agreement is signed by the Agreed Parties this the 10th day of July, 2019:

  
\_\_\_\_\_  
Anderson County Mayor

  
\_\_\_\_\_  
City of Oak Ridge Mayor

  
\_\_\_\_\_  
Knox County Mayor

  
\_\_\_\_\_  
Morgan County Executive

  
\_\_\_\_\_  
Roane County Executive

**RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR CONTINUING THE PROVISION OF SERVICES PURSUANT TO THE TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT IN THE AMOUNT OF \$539,603.00, AND TO ACCEPT THE GRANT SHOULD IT BE AWARDED.

WHEREAS, the Tennessee Oversight Agreement was established between the State of Tennessee (State) and the U.S. Department of Energy (DOE) in May 1991 to assure the citizens of Tennessee that their health, safety, and environment are being protected by DOE; and

WHEREAS, the Tennessee Oversight Agreement includes a provision to provide a better understanding by the local governments and the public of the past and present operations at the DOE's Oak Ridge Reservation; and

WHEREAS, by Resolution 11-101-11, City Council adopted the Tennessee Oversight Interlocal Agreement (TOIA) for the purpose of implementing the local government provisions of the Tennessee Oversight Agreement; and

WHEREAS, the local governments participating in the TOIA are collectively recognized by DOE and the State as the Oak Ridge Reservation Communities Alliance (ORRCA); and

WHEREAS, by Resolution 7-69-2019, City Council modified the TOIA to reflect new agreements between the State of Tennessee and the U.S. Department of Energy (DOE), and to extend the term of the TOIA through June 30, 2023; and

WHEREAS, grant funds are available from the Tennessee Department of Environment and Conservation (TDEC) to assist DOE and TDEC in maintaining a direct and open relationship with local governments, such as engagement with the Oak Ridge Reservation Communities Alliance (ORRCA); and

WHEREAS, the City Manager recommends that the City submit a grant application to TDEC to be used to provide authorized local government services, including engagement with ORRCA.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to apply for, and accept if awarded, a grant from the State of Tennessee, Department of Environment and Conservation (TDEC), in the amount of \$ 539,603.00 to be used for authorized services described in the Tennessee Oversight Interlocal Agreement (TOIA), including engagement with the Oak Ridge Reservation Communities Alliance (ORRCA).

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
 \_\_\_\_\_  
 Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
 Warren L. Gooch, Mayor

\_\_\_\_\_  
 Mary Beth Hickman, City Clerk

PUBLIC HEARINGS  
AND  
FIRST READING OF  
ORDINANCES

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**19-34**

DATE: April 24, 2020  
TO: Mark S. Watson, City Manager  
THROUGH: Wayne E. Blasius, Community Development Director   
FROM: Nathalie A. Schmidt, Senior Planner  
SUBJECT: ZONING ORDINANCE TEXT AMENDMENT – SELF-STORAGE FACILITIES

Introduction

An item for City Council's consideration is an ordinance to amend the Zoning Ordinance to add a definition and development standards for self-storage facilities as a specified commercial land use, allowable in certain zoning districts.

Funding

No funding is associated with this item.

Background

In March 2019, the Planning Commission received a request from a private developer to amend the Zoning Ordinance in order to allow indoor self-storage in UB-2 Districts, where the use is not currently permitted. Land use regulations, such as allowable types of land uses, correspond to zoning districts rather than individual properties. Changes to these regulations are accomplished through zoning ordinance text amendments, which require review and recommendation by the Planning Commission, a public hearing, and a decision by City Council.

The Planning Commission examined the following information during the course of considering an amendment to the Zoning Ordinance:

- City of Oak Ridge Zoning Ordinance and Zoning Map
- Other zoning ordinances and recently developed storage facilities in surrounding communities
- City Blueprint Plan, which includes visionary goals based on community feedback that support a general plan for the City
- Discussion with the developer in April 2019 about the original request for UB-2 Districts

Review

Upon examination of the Zoning Ordinance and the requested type of land use, the Planning Commission addressed two key questions:

1) *Does the Zoning Ordinance adequately allow for self-storage facilities?*

By reasonable interpretation, self-storage facilities are allowable in two zoning districts: B-2 and IND-1. However, the Ordinance does not provide a definition or land use classification for storage. Certain types of storage are regulated (indoor, outdoor, portable, warehouse, industrial, and hazardous); however, commercial self-storage is not specified, nor would the use fall within the current definitions for retail business or service establishment.

In B-2, General Business Districts, the use would fall under the current use description “wholesale, storage and warehouse facility, freezer and locker,” which is allowable by special exception upon approval by the Board of Zoning Appeals.

The IND-1, Light Industrial District, is described as being established to provide areas in which the principal use of land is for light manufacturing and assembly plants, storage, warehousing, wholesaling, and distribution. Within this description, self-storage is permitted by right.

“Wholesale, storage and warehouse facility, freezer and locker” was previously allowed in UB-2, Unified General Business Districts, in the same manner as B-2 Districts, but was removed in 2015 by Ordinance 08-2015. The same ordinance also removed mortuaries, bus passenger stations, commercial greenhouses/nurseries, car dealerships, cemeteries, and transitional accessory uses. Public museums were added to the UB-2 District as a use permitted by right, and multifamily dwellings were added as a use allowed only within a Planned Unit Development. The staff memo presented to the Planning Commission regarding this amendment noted: *“The proposed Zoning Text Amendment will facilitate redevelopment of the Main Street site, as well as provide a wide variety of development possibilities for other sites currently zoned UB-2 and properties selected to promote a walkable commercial/residential mixed use concept.”*

2) *What changes to the Zoning Ordinance are necessary to ensure logical and orderly development patterns and compatibility among uses, and therefore to promote efficient and responsible development within the city, regarding self-storage facilities?*

At their June 20, 2019 business meeting, the Planning Commission considered specific development standards for self-storage facilities, and unanimously voted to recommend approval of the attached amendment to the Zoning Ordinance. In summary, the amendment accomplishes:

- New standards for self-storage land use
  - Definition
  - Use-specific development standards
  - Parking standards
- Identified zoning districts where the use is allowable
  - IND-1, Light Industrial (permitted by right)
  - B-3, Roadside Business (permitted by right)
  - B-2, General Business (allowable by special exception upon BZA approval)

New standards are recommended to address the lack of information in the Zoning Ordinance regarding commercial self-storage and potential impacts to surrounding land uses, especially regarding the recent trend or demand for new 3-story, indoor climate-controlled storage facilities. This type of building typically has limited fenestration (windows and doors) and low customer activity. New standards are intended to address compatibility with surrounding commercial uses and reduce parking requirements.

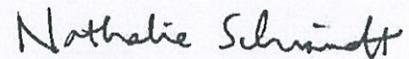
Besides the IND-1 and B-2 Districts, where storage was previously allowable, the recommendation is to also allow self-storage in B-3 Districts, which are located on arterial streets where business generally require considerable ground area, do not cater directly to pedestrians and need a conspicuous and accessible location convenient for motorists.

When the Planning Commission deliberated whether self-storage should be allowable in UB-2 Districts, they reiterated the purpose of Ordinance 08-2015, which redefined UB-2 Districts as allowing a wide variety of development possibilities to promote walkable mixed uses. The Commission considered applying certain conditions to indoor self-storage facilities that would support the character of the district, such as incorporating more active commercial uses at the street level, but ultimately decided that self-storage is not an appropriate use in UB-2 Districts.

All of the recommended changes to the Zoning Ordinance are included in the attached bold-strikethrough document.

Recommendation

Approval of the attached ordinance is recommended.



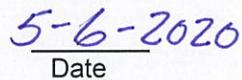
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Nathalie A. Schmidt

Attachments: Addendum, dated April 24, 2020  
Zoning Text Amendment for Self-Storage Facilities (bold-strikethrough document)  
Zoning Map Diagram  
Request from RealtyLink, dated March 26, 2019  
Ordinance

**City Manager's Comments:**

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

  
Mark S. Watson  
Date

**ADDENDUM TO**  
**Community Development Memo 19-34**

DATE: April 24, 2020  
TO: Mark S. Watson, City Manager  
FROM: Wayne E. Blasius, Community Development Director   
SUBJECT: ZONING ORDINANCE TEXT AMENDMENT – SELF-STORAGE FACILITIES

Several zoning, planning, and development activities have been initiated or progressed since the Planning Commission received the request for a self-storage Text Amendment, more than a year ago.

These "milestones" are presented below, to briefly illustrate recent factors that are influencing growth and change in our community.

- City Blueprint, a citywide vision for future growth, was approved in May 2019 following a two-year planning process. A follow-up Blueprint Annual Report was published in March of this year, and all plan-related information is now being made available on a new website: [oakridgeblueprint.info](http://oakridgeblueprint.info).
- The Master Plan for the Main Street Oak Ridge development was amended in May 2019, which replaced planned multifamily uses with additional retail space, and designated future mixed-use areas facing Wilson Street. A pedestrian circulation plan and green open spaces were also added to the plan.
- Phase II-A of the Main Street development, including five stores between JC Penny and PetSmart, received approvals for design (October) and construction (February), and site work was begun prior to restrictions from the virus outbreak.
- Phase I of the Main Street Lofts planned development, for 226 apartments on the old AMSE site, received approvals for design (February) and construction (April), and the developer appears ready to proceed.
- The 2019 amendment to the Main Street PUD relocated the mixed-use town center proposal from the central east-west axis, northward to the Wilson Street district edge. Community Development received a planning grant to study this Wilson Street corridor for improved bicycle and pedestrian use supported by a mix of residential, retail, and office uses. The study involved a traffic study and land use analysis prior to a three-day intensive design workshop in October. Property owners participated in the planning effort and have remained engaged in development and zoning-related considerations since then.
- The American Museum of Science and Energy (AMSE) successfully relocated from its original location to a former retail space in the Main Street project.
- A grant of \$2.9 million was secured from the State of Tennessee for build out of a new conference center in order to increase visitor and lodging activity in Oak Ridge.

## **Attachment to Memo 19-34 – “Zoning Text Amendment for Self-Storage Facilities”**

The text amendment presented in this document involves changes to several sections of the Zoning Ordinance, with changes shown in **bold** to indicated added text, and ~~**bold**~~ ~~strikethrough~~ to indicated deleted text, as recommended by the Municipal Planning Commission on June 20, 2019.

### ARTICLE II Definitions

#### **SELF-STORAGE FACILITY**

**A commercial facility containing multiple storage units for lease to individuals or businesses for temporary or long-term self-service storage. Self-storage facilities may include indoor storage units with centralized building access, units with individual exterior access, secured outdoor storage areas, or a combination of these. A facility that leases, transports, and/or stores on-site portable storage containers, shipping containers, and other individual units for temporary or long-term storage is not included within this type of storage use.**

### ARTICLE III General Provisions

#### Section 3.01 General Statement of Intent

This article provides regulations and conditions for certain uses that are unusual in their nature or complexity or are potentially incompatible with their surroundings unless special protective restrictions are applied. The development of these uses cannot be predetermined or controlled by general district standards. In order to accommodate these uses, this article establishes specific development standards for these uses that allow for flexibility in development while protecting the existing surrounding areas. Each use listed in this article shall comply with the regulations of the district in which it is located, and with the requirements specified herein.

**Sec. 3.37 Self-Storage Facilities**

- (a) The location and operation of such facility shall be in keeping with the character of the surrounding area and shall not have an adverse effect on the properties in the surrounding area.
- (b) Regulations of the base zoning district shall apply. In addition, new construction and redevelopment are subject to the standards and guidelines in Article XIII, Landscaping and Design Standards.
- (c) When located adjacent to, or across the street from, a commercial, office, or residential district, individual storage unit doors and areas for loading or unloading shall be permanently screened or located so that they are not directly visible from properties in those districts or from public streets.
- (d) Outdoor storage areas, where permitted, shall not exceed fifty (50) percent of the leasable storage facility area, shall be located only to the side or rear of buildings, and shall be screened by an opaque perimeter fence or wall constructed with materials that are similar or complementary to the primary building.
- (e) Storage units and outdoor storage areas are not permitted to be used as a retail business, service establishment, or temporary use involving on-site customer or sales activity.
- (f) **Additional Standards for Indoor Self-Storage Facilities.** These standards apply to buildings that provide internal building access to individual self-storage units.
  - 1. Buildings shall include a visible, pedestrian-scale entrance facing the primary street for the site.
  - 2. Avoid blank walls that are visible from streets, particularly those that appear large and monotonous relative to surrounding development and public spaces. Mitigate negative effects of blank walls through design techniques such as, but not limited to the following:
    - a) Visual interest at a pedestrian scale, such as building modulation, change in building materials and/or color, and decorative building features
    - b) Upper story setbacks, eaves, recessed/raised elements, and/or banding of contrasting materials to reduce perceived scale
    - c) Roofline modulation techniques such as hipped or gabled rooflines and modulated flat rooflines
    - d) Quality building materials such as brick, stone, timber, and metal, with masonry or other durable materials near the ground level
    - e) Landscaping with a variety of plant species and height in front of walls
    - f) Wall-mounted trellises with climbing vines or plant materials
    - g) Artwork on the wall surface
    - h) Decorative lighting fixtures

ARTICLE XI Off Street Parking and Loading Requirements

Section 11.02 Required Off-Street Parking

(f) Number of Parking Spaces Required

Unless otherwise provided in this section, the minimum number of parking spaces required for each use shall be determined in accordance with the following standards. Requirements of fractions of a space shall be rounded up to the next whole space.

1. Commercial Uses.

- a. Beauty parlor or barber shops. 2 per barber or beauty shop chair.
- b. Exhibition halls, assembly halls and conference centers without fixed seats 1 per one hundred fifty (150) square feet of usable floor area.
- c. Furniture and appliance; warehousing; racquetball courts/clubs; household equipment repair shops; showroom of a plumber, decorator, electrical, or similar trade; motor vehicle sales. 1 per eight hundred (800) square feet of usable floor area exclusive occupied in processing of usable floor area or manufacturing; for requirements, see industrial establishments below
- d. Hotels, motels, tourist homes and bed and breakfast establishments 1 per guest bedroom
- e. Restaurants, on-premise food, beverages or refreshments. 1 per one hundred fifty (150) square feet of usable floor area. For each drive-in window, a storage lane adequate in length for five vehicles to approach the window and a storage lane adequate in length for three vehicles between the window and the right-of-way at the exit to the public street.
- f. Retail stores except as otherwise specified herein. 1 per two hundred fifty (250) square feet of usable floor area. For each drive-in window, a storage lane adequate in length for three vehicles to approach the window and a storage lane adequate in length for two vehicles between the window and the right-of-way at the exit to the public street
- g. Shopping Centers. 4.5 spaces per thousand square feet of usable floor area.
- h. Theaters, Auditoriums, Churches, Mortuaries 1 per four (4) seats in the principal meeting or assembly room(s).
- i. Self-Storage Facilities. For self-storage buildings with only centralized or interior access to units, 1 per fifty (50) storage units plus 1 per two hundred fifty (250) square feet of related office space. For all other storage facilities, a minimum of 5 spaces plus 1 per fifty (50) storage units with interior-only access.**

ARTICLE VII Parking and Business Districts

Section 7.03 B-2, General Business Districts

The following regulations shall apply in B-2 General Business Districts.

(a) Permitted Principal Uses:

1. Any retail business, whose principal activity is the sale of new merchandise in an enclosed building.
2. Open air business use as follows:
  - a. Retail sale of trees, shrubbery, plants, flowers, seed, top soil, humus, fertilizer, trellises, lawn furniture, playground equipment and other home garden supplies and equipment.
  - b. Retail sale of fruit and vegetables.
  - c. Retail sale of automobiles, house trailers and boats.
  - d. Tennis courts, archery courts, shuffleboard, horseshoe courts, miniature golf, children's amusement park, theater, or similar recreation uses.
  - e. Rental services for bicycles, trailers, motor vehicles, or home improvement.
  - f. Transient circuses, carnivals, or exhibitions, providing the proposed use will have adequate water supply, waste disposal and other necessary facilities, including off-street parking, and will not cause undue traffic congestion or create a traffic hazard, and further providing that such use is located at least four hundred (400) feet from the nearest residential district line.
3. Office building uses resulting from any of the following occupations: professional services, business services, accounting, banking, drafting, and graphic arts. (Ord. No 5-2014 Revised Effective 6/12/2014)
4. Office, showroom and workshop of a plumber, electrician, decorator, dressmaker, tailor, baker, printer, upholsterer, or an establishment doing photographic reproduction, laundering, dyeing, cleaning, radio or home appliance repair, and similar establishments that require a retail adjunct of no more objectionable character subject to the following provisions: not more than five (5) persons shall be employed at any time in the manufacturing or processing activities of such establishments.
5. Restaurant, tea room, cafe, or other place serving food or beverage.
6. Enclosed theater, radio and television studio, assembly hall, concert hall, dance hall, bowling alley, skating rink, or similar recreation use or place of assembly.
7. Service establishments such as:
  - Laundromat
  - Dry cleaning
  - Shoe repair and shoe shine shops
  - Barber shops and Beauty shops
8. Church, school, public library.
9. Clinic, mental health clinic, but excluding penal or correctional institutions.  
(Ord. No. 11-06, Revised Effective 8/3/06)
10. Community buildings and meeting rooms, nonprofit school, religious, educational,

charitable, philanthropic, civic, or professional club except where a principal activity thereof is a service customarily carried on as a business.

11. Filling station, off-street parking lot, and general garage.
12. Public and semipublic uses: Municipal use, state or federal uses, public utility building, telephone exchange, electric transmission towers, pumping station, gas regulation station, transformer station with service yard but without storage yard.
13. Mortuary establishment.
14. Bus passenger station.
15. Commercial greenhouse or nursery.
16. Hotel, motel, or tourist home. (Ord. No. 6-99 Revised Effective 5/13/99)
17. Research laboratory including incidental pilot plant processing operations that will not be incompatible with the general business character of the district and will not create any more dangerous or objectionable elements than are characteristic of other uses expressly permitted.
18. Family day care home, child care center, and private education institution.  
(Ord. No. 16-90 Revised Effective 7/5/90)
19. Adult entertainment establishment, as defined and subject to the regulations set forth in Chapter 7 of the Code of Ordinances, City of Oak Ridge, Tennessee.  
(Ord. No. 17-99 Revised Effective 8/26/99)
20. Escort services, as defined and subject to the regulations set forth in Chapter 7 of the Code of Ordinances, City of Oak Ridge, Tennessee.
21. Massage establishments, as defined and subject to the regulations set forth in Chapter 7 of the Code of Ordinances, City of Oak Ridge, Tennessee. (Ord. No. 17-99 Revised Effective 8/26/99)
22. Veterinary clinic and small animal hospital, provided there be no animal pens or runs outside the building. (Ord. No. 11-06 Revised Effective 8/03/06)
23. Fitness and Recreational Centers (Ord. No. 5-2016 Added Effective 6/23/16)
24. Mixed Use Developments provided the following are met:
  - a. Other than residential uses, only those uses already permitted within the B-2 district will be allowed.
  - b. Regardless of project scale, any change in use resulting in a mixed use development shall be required to submit a Site Development Plan to the Planning Commission for review in accordance with Section 16.11. In reviewing a mixed use development proposal, the Planning Commission must consider the project's relationship to the surrounding area in addition to the standards listed in this section. Projects should promote pedestrian activity and mobility and be similar in mass and scale to other nearby developments.
  - c. All mixed use proposals must maintain some nonresidential function directly accessible from a street. The Planning Commission may waive this requirement if the applicant demonstrates that their proposal is compatible with the definition of a mixed use development and the other standards in this section.
  - d. All applicable building and fire codes must be met.  
(Ord. No. 3-2019 Revised Effective 1/24/2019)

- (b) Permitted Accessory Uses:
1. Any use customarily incidental to permitted principal uses.
  2. Signs (see Article XIV). (Ord. No. 31-86 Revised Effective 1/1/87)
  3. Automobile parking (see Section 11.02).
  4. A single dwelling unit as quarters for a watchman, caretaker or custodian on the premises.
- (c) Special Exception Requiring Board of Zoning Appeals Approval: (Ord. 5-2014 Revised Effective 6/12/2014) Under such conditions as the Board of Appeals may impose to ensure that the following uses will not cause undue traffic congestion; create a traffic hazard; or otherwise impair the public health, safety, morals, convenience, comfort, prosperity, or other aspects of the general welfare.
1. Public recreation uses such as parks, playgrounds, golf courses, ball fields, athletic fields, and stadiums; providing the proposed use will have adequate water supply, waste disposal, and other necessary facilities; and will not cause undue traffic congestion or create a traffic hazard.
  2. Public museum.
  3. Hospital, provided that the lots shall have two thousand five hundred (2,500) square feet for each bed in such hospital and precautions of building location and other precautions necessary to preserve the character of the district.
  4. Cemetery, providing such use will have a minimum lot area of 200,000 square feet, will have a setback of fifty (50) feet from all property lines in which monuments and all other structures are prohibited and will not cause undue traffic congestion, or create a traffic hazard.
  - ~~5. Wholesale, storage and warehouse facility, freezer and locker.~~
  5. Self-Storage Facility, as regulated by Section 3.37, provided there shall be no outdoor storage.
  6. Outdoor theater or golf driving range.
  7. Veterinarian clinic and small animal hospital, provided there be no animal pens or runs outside a building. (Ord. No. 26-91 Revised Effective 12/19/91)
  8. Depot for the collection and delivery of articles and merchandise, including facilities for the storage and servicing of vehicles and equipment used in connection therewith.
  9. Helicopter passenger station.
  10. Transitional Accessory Uses (see Section 4.08 for Criteria). (Ord No. 4-98 Revised Effective 1/15/98)
  11. Light manufacturing provided that the Board, in addition to the conditions in Subsection 7.03 (c) above, shall apply the following criteria in reviewing the appropriateness of the proposal:
    - a. If the proposed developed portion of the property is within 300 feet of a residential zone, buffer screening to mitigate potential impacts on the residential area may be required.
    - b. In addition to being Light Manufacturing, the proposed business shall be compatible in use and appearance with B-2 office/retail uses, with regard to

the following performance characteristics: parking, the production of smoke, dust, dirt, fly ash, noise, light, glare, heat, odor, gases, radiation, vibration, and the safe use or storage of hazardous materials (See Section 6-501-510 for city-wide limits).

- c. All proposed Light Manufacturing uses must submit information on their proposed use and storage of hazardous materials to be reviewed by the Fire Department; the Department's recommendations must be made to the Board before final action is taken. (Ord. No. 2-99 Revised Effective 3/11/99)
  - 12. Night Clubs, Dance Clubs, Taverns, Clubs (private), Lodges and Similar Uses. (Ord No. 6-99 Revised Effective 5/13/99)
  - 13. Towers (Ord. No. 2-00 Revised Effective 1/13/00)
  - 14. Indoor Shooting Range (Ord. No. 5-2014 Added Effective 9/18/14)
- (d) Area, Height, Bulk, and Placement Regulations:
- Maximum Usable Floor Area to Lot Area: 100%.
- Minimum size of District: None.
- Minimum Required Setback Dimensions in Feet: Front - 20 ft.; Side - 0 ft.; Rear - 0 ft.  
(Ord. No. 11-93 Revised Effective 5/13/93)

Section 7.05 B-3, Roadside Business Districts

The Roadside Business District is intended to apply to arterial streets where business establishments primarily not of a neighborhood or community service type may be properly located to serve large sections of the city and surrounding area. Such businesses generally require considerable ground area, do not cater directly to pedestrians and need a conspicuous and accessible location convenient for motorists. The following regulations shall apply in B-3, Roadside Business Districts.

(a) Permitted Principal Uses:

1. Filling station.
2. Automobile, truck, trailer, motor home and boat sales or rental. Repair of the same items accessory to sales. (Ord No. 22-99 Revised Effective 10/14/99)
3. Appliance and furniture stores.
4. Restaurant.
5. Building and hardware stores.
6. Commercial greenhouses and nurseries.
7. The outdoor sale and storage of merchandise shall be permitted provided the following criteria are met:
  - a. Merchandise is displayed or stored in a permanent area designed for such use:
  - b. Required yard setbacks for principle buildings are met for the storage/display area: and
  - c. Access to the display/storage area shall be restricted by means of a physical barrier such as a fence, a berm, landscaping, or other similar means.

**8. Self-Storage Facility, as regulated by Section 3.37.**

(b) Permitted Accessory Uses:

1. Any use customarily incidental to the permitted principal uses.
2. Signs (see Article XIV).
3. Automobile parking (see Section 11.02)
4. A single dwelling unit as quarters for a watchman, caretaker, or custodian on the premises.
5. Car wash.

(c) Special Exception Requiring Board of Zoning Appeals Approval: (Ord. 5-2014 Revised Effective 6/12/2014)

1. Veterinarian clinic and small animal hospital, provided there be no animal pens or runs outside a building. (Ord. No. 26-91 Revised Effective 12/19/91)
2. Transitional Accessory Uses (see Section 6-302 for Criteria). (Ord. No. 22-99 Revised Effective 10/14/99)

(d) Area, Height, Bulk, and Placement Regulations:

Maximum Usable Floor Area to Lot Area: 50%

Minimum Required Setback Dimensions in Feet: Front - 30 ft.; Least One Side - 30 ft.; Total of Two Sides - 60 ft.; Rear - 30 ft. (Ord. No. 25-93 Revised Effective 9/30/93)

Maximum Height in Feet: 35.

Maximum Height in Stories: 1.

## ARTICLE VIII Industrial Districts

### Section 8.01 IND-1, Industrial Districts

The following regulations shall apply in IND-1, Industrial Districts.

(a) General Description:

The IND-1, light industrial district is established to provide areas in which the principal use of land is for light manufacturing and assembly plants, storage, warehousing, wholesaling, and distribution. Enterprises engaged in the manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials (but not the processing of raw materials). Light industry is capable of operation in such a manner as to control the external effects of the manufacturing process, such as smoke, noise, soot, dirt, vibration, odor, etc.

(b) Permitted Principal Uses:

1. Research facilities, testing laboratories, and facilities for light manufacturing, fabrication, or assembly of products, provided that such facilities are completely enclosed and provided that any noise, smoke, vapor, dust, odor, glare, vibration, fumes, or other environmental contamination produced by such facilities is confined to the lot upon which such facilities are located and is controlled in accordance with the applicable city, state, or federal regulations.  
(Ord No. 19-99 Revised Effective 8/26/99)
2. Commercial uses, excluding retail stores, including, yard equipment and supply dealers, firewood operations, lumber yards, building materials sales, boat and recreational vehicle sales, household equipment and appliance repair, rental establishments, car washes, animal hospitals, kennels, bulk cleaning and laundry plants, cold storage lockers, ~~and~~ furniture and carpet warehouses, **and self-storage facilities,** provided that adequate safeguards are taken to protect adjoining properties from objectionable or harmful substances, conditions, or operations.
3. Offices, administrative, technical, and professional services.  
(Ord. No. 11-06 Revised Effective 9/03/06)
4. Municipal and public utility services. (NAICS #'s 22112, 2212, and 2213)
5. Food processing limited to dairy products, bakery products, and beverage products, (including a microbrewery) provided all activities are conducted in an enclosed building. (NAICS #'s 3115, 3118, 31192 and 3121)
6. Broadcasting, Publishing, Recording and Telecommunications. (NAICS #'s 511, 512, 513 and 514)
7. Enclosed building for service of motor vehicles, mobile homes, campers, boats, motorized equipment, and accessories for such vehicles, but excluding junkyards.
8. Plumbing, heating, machine, welding, plating, electrical, printing, sheet metal, fabricators and similar shops to include sales, service and repair.
9. Art or craft studio space.
10. Offices, administrative, technical and professional.
11. Industrial and scientific research laboratories, research and development centers.
12. Fitness and Recreational Centers (Ord. No. 5-2016 Added Effective 6/23/16)

- (c) Permitted Accessory Uses:
1. Any use customarily incidental to the permitted principal uses.
  2. Signs (see Article XIV)
  3. Automobile parking (see Section 11.02). (Ord. No. 19-99 Revised Effective 8/26/99)
  4. A single dwelling unit as quarters for a watchman, caretaker, or custodian on the premises. (Ord. No. 19-99 Revised Effective 8/26/99)

- (d) Special Exception Requiring Board of Zoning Appeals Approval: (Ord. 5-2014 Revised Effective 6/12/2014)

The judgment of the Board of Appeals will be guided by a desire to encourage industrial development in order to improve the basic economy. Such interest will include the promotion of orderly industrial districts containing industries compatible with each other. Judged against this interest will be considerations of the effect of the industry on the environs and the general character of the entire community. Before issuing a permit, consideration will be given to the probabilities that the proposed industrial use may violate the regulations of Article XII and Article XIII Sections 13.01 through 13.06; but the issuance of a zoning compliance permit or a certificate of occupancy shall not waive the subsequent enforcement of Article XII and Article XIII Sections 13.01 through 13.06. The following use or similar and no more objectionable use may be permitted:

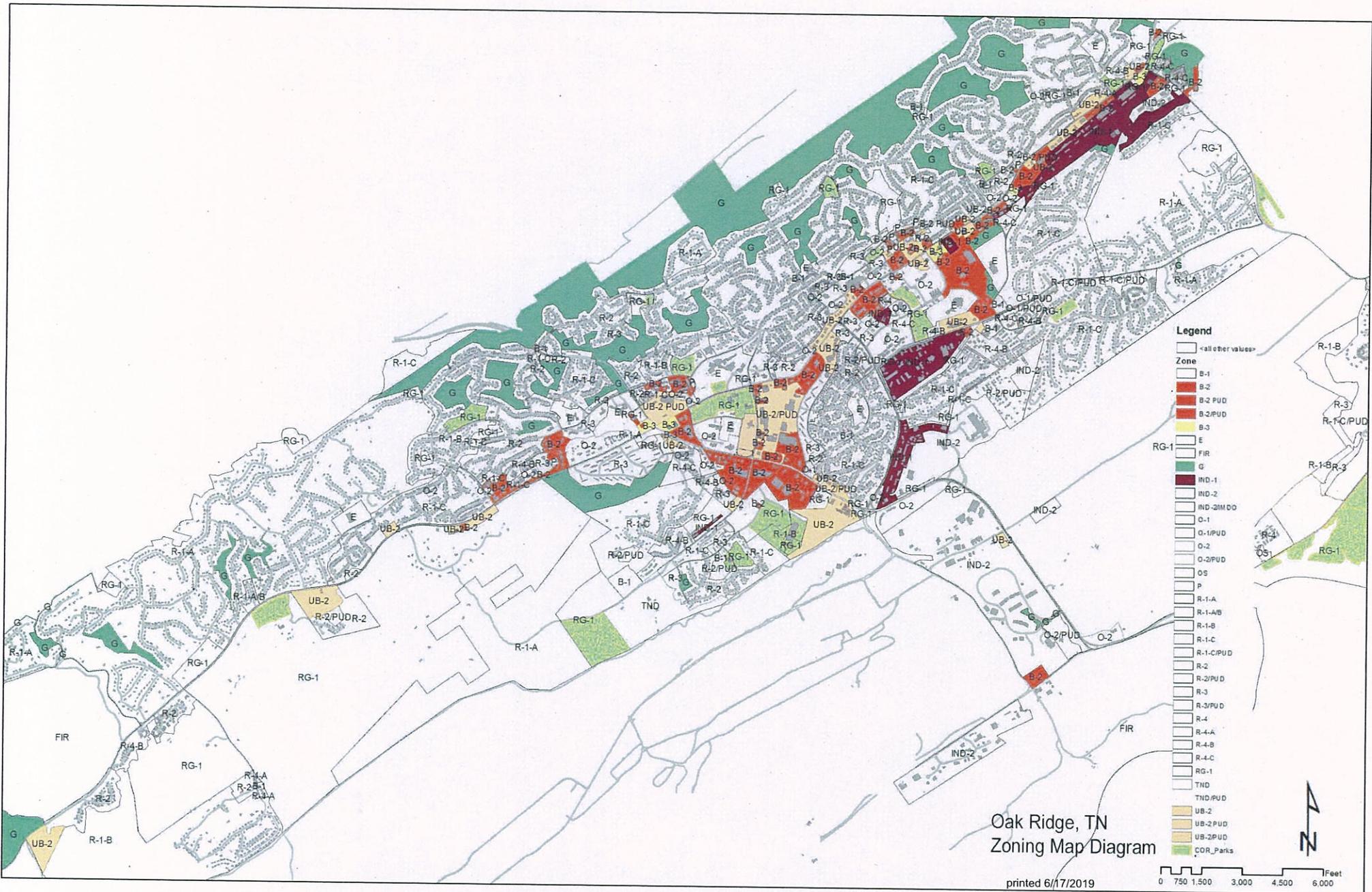
1. Child care center to serve employees of the industrial area in which they are located.
  2. Storage facilities for coal, coke, building material, sand, gravel, stone, lumber, open storage of construction contractor's equipment and supplies, nonhazardous solid waste transfer station, vehicle towing and storage but not junkyards, provided such uses are entirely enclosed within an eight (8) foot obscuring fence or wall, or otherwise so located as not to be obnoxious to the orderly appearance of the district.
  3. Transitional Accessory Uses (see Section 4.08 for Criteria).
- (e) Area, Height, Bulk, and Placement Regulations

Maximum Usable Floor Area to Lot Area: 50%.

Minimum Required Setback Dimensions in Feet: Front - 30 ft.; Side - 25 ft.; Rear - 0 ft.

Maximum Height in Feet: 40.

Maximum Height in Stories: 3.



# TN OAK RIDGE RUTGERS, LLC

March 26, 2019

Nathalie Schmidt  
Senior Planner  
City of Oak Ridge TN.

RE: **Conditioned Self Storage Conditional Use Petition**

Nathalie

TN Oak Ridge Rutgers, LLC (developer) request that the Oak Ridge Tn Planning Commission review this petition to allow for the development of an approximate 100,000 square foot (3 story) conditioned Self –Storage facility within the Oak Ridge Main Street PUD. The developer request this item be added to the agenda for the April 11 Planning Commission Work Session and the April 18<sup>th</sup> Planning Commission Meeting.

Should you have any questions feel free to contact me at (864) 263-5426 or via email: [brogers@realtlinkdev.com](mailto:brogers@realtlinkdev.com)

Thank you.

Sincerely,  
Brett Rogers  
Dir of Construction

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY ADDING A DEFINITION FOR SELF-STORAGE FACILITY IN ARTICLE II, TITLED "DEFINITIONS"; BY CREATING A NEW SECTION 3.37, TITLED "SELF-STORAGE FACILITIES"; BY MODIFYING SECTION 7.03, TITLED "B-2, GENERAL BUSINESS DISTRICTS," SUBSECTION (C)(5) TO ALLOW SELF-STORAGE FACILITIES AS A USE REQUIRING A SPECIAL EXCEPTION; TO MODIFY SECTION 7.05, TITLED "B-3, ROADSIDE BUSINESS DISTRICTS," TO ADD SUBSECTION (A)(8) TO ALLOW SELF-STORAGE AS A PERMITTED PRINCIPAL USE; TO MODIFY SECTION 8.01, TITLED "IND-1, INDUSTRIAL DISTRICTS," TO CHANGE SUBSECTION (B)(2) TO ALLOW SELF-STORAGE FACILITIES AS A PERMITTED PRINCIPAL USE; AND TO MODIFY SECTION 11.02, TITLED "REQUIRED OFF-STREET PARKING," TO ADD A NEW SUBSECTION (F)(1)(I) REGARDING SELF-STORAGE FACILITIES.

WHEREAS, this amendment will update the Zoning Ordinance to allow self-storage facilities as a permitted principal use in B-3, Roadside Business Districts, and IND-1, Industrial Districts, as well as set forth a definition and standards for self-storage facilities; and

WHEREAS, this amendment also replaces the text "wholesale, storage and warehouse facility, freezer and locker" with the text "self-storage facility, as regulated by Section 3.37, provided there shall be no outdoor storage," as a use requiring a special exception from the Board of Zoning Appeals in the B-2, General Business Districts; and

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. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article II, titled "Definitions," is hereby amended by adding the following new definition to be inserted alphabetically:

ARTICLE II  
DEFINITIONS

**SELF-STORAGE FACILITY:** A commercial facility containing multiple storage units for lease to individuals or businesses for temporary or long-term self-service storage. Self-storage facilities may include indoor storage units with centralized building access, units with individual exterior access, secured outdoor storage areas, or a combination of these. A facility that leases, transports, and/or stores on-site portable storage containers, shipping containers, and other individual units for temporary or long-term storage is not included within this type of storage use.

Section 2. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article III, titled "General Provisions," is hereby amended by creating a new Section 3.37, titled "Self-Storage Facilities," which new section shall read as follows:

Section 3.37 Self-Storage Facilities

- (a) The location and operation of such facility shall be in keeping with the character of the surrounding area and shall not have an adverse effect on the properties in the surrounding area.
- (b) Regulations of the base zoning district shall apply. In addition, new construction and redevelopment are subject to the standards and guidelines in Article XIII, Landscaping and Design Standards.

- (c) When located adjacent to, or across the street from, a commercial, office, or residential district, individual storage unit doors and areas for loading or unloading shall be permanently screened or located so that they are not directly visible from properties in those districts or from public streets.
- (d) Outdoor storage areas, where permitted, shall not exceed fifty percent (50%) of the leasable storage facility area, shall be located only to the side or rear of buildings, and shall be screened by an opaque perimeter fence or wall constructed with materials that are similar or complementary to the primary building.
- (e) Storage units and outdoor storage areas are not permitted to be used as a retail business, service establishment, or temporary use involving on-site customer or sales activity.
- (f) Additional Standards for Indoor Self-Storage Facilities. These standards apply to buildings that provide internal building access to individual self-storage units.
  - 1. Buildings shall include a visible, pedestrian-scale entrance facing the primary street for the site.
  - 2. Avoid blank walls that are visible from streets, particularly those that appear large and monotonous relative to surrounding development and public spaces. Mitigate negative effects of blank walls through design techniques such as, but not limited to the following:
    - a) Visual interest at a pedestrian scale, such as building modulation, change in building materials and/or color, and decorative building features
    - b) Upper story setbacks, eaves, recessed/raised elements, and/or banding of contrasting materials to reduce perceived scale
    - c) Roofline modulation techniques such as hipped or gabled rooflines and modulated flat rooflines
    - d) Quality building materials such as brick, stone, timber, and metal, with masonry or other durable materials near the ground level
    - e) Landscaping with a variety of plant species and height in front of walls
    - f) Wall-mounted trellises with climbing vines or plant materials
    - g) Artwork on the wall surface
    - h) Decorative lighting fixtures

Section 3. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.03, titled "B-2, General Business Districts," Subsection (c), titled "Special Exception Requiring Board of Zoning Appeals Approval," is hereby amended by deleting the existing subpart 5 and replacing it with a new subpart 5, which new subpart shall read as follows:

Section 7.03 B-2, General Business Districts

The following regulations shall apply in B-2 General Business Districts.

(c) Special Exception Requiring Board of Zoning Appeals Approval:

5. Self-Storage Facility, as regulated by Section 3.37, provided there shall be no outdoor storage.

Section 4. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.05, titled "B-3, Roadside Business Districts," Subsection (a), titled "Permitted Principal Uses," is hereby amended by adding a new subpart 8, which new subpart shall read as follows:

Section 7.05 B-3, Roadside Business Districts

The Roadside Business District is intended to apply to arterial streets where business establishments primarily not of a neighborhood or community service type may be properly located to serve large sections of the city and surrounding area. Such businesses generally require considerable ground area, do not cater directly to pedestrians and need a conspicuous and accessible location convenient for motorists. The following regulations shall apply in B-3, Roadside Business Districts.

(a) Permitted Principal Uses:

8. Self-Storage Facility, as regulated by Section 3.37.

Section 5. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VIII, titled "Industrial Districts," Section 8.01, titled "IND-1, Industrial Districts," Subsection (b), titled "Permitted Principal Uses," is hereby amended by deleting the existing subpart 2 and replacing it with a new subpart 2, which new subpart shall read as follows:

Section 8.01 IND-1, Industrial Districts

The following regulations shall apply in IND-1, Industrial Districts.

(b) Permitted Principal Uses:

2. Commercial uses, excluding retail stores, including, yard equipment and supply dealers, firewood operations, lumber yards, building materials sales, boat and recreational vehicle sales, household equipment and appliance repair, rental establishments, car washes, animal hospitals, kennels, bulk cleaning and laundry plants, cold storage lockers, furniture and carpet warehouses, and self-storage facilities, provided that adequate safeguards are taken to protect adjoining properties from objectionable or harmful substances, conditions, or operations.

Section 6. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article XI, titled "Off Street Parking and Loading Requirements," Section 11.02, titled "Required Off-Street Parking," Subsection (f), titled "Number of Parking Spaces Required," Subpart 1., titled "Commercial Uses," is hereby amended by adding a new paragraph (i), which new paragraph shall read as follows:

Section 11.02 Required Off-Street Parking

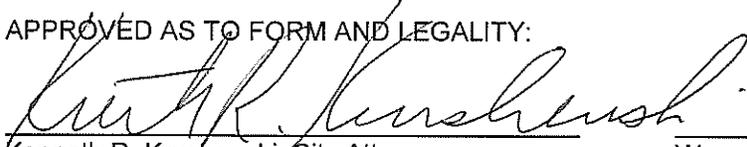
(f) Number of Parking Spaces Required

Unless otherwise provided in this section, the minimum number of parking spaces required for each use shall be determined in accordance with the following standards. Requirements of fractions of a space shall be rounded up to the next whole space.

1. Commercial Uses.

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

APPROVED AS TO FORM AND LEGALITY:



\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

First Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**CITY COUNCIL MEMORANDUM  
20-12**

DATE: May 7, 2020

TO: Honorable Mayor and Members of City Council

FROM: Mark S. Watson, City Manager

**SUBJECT: ZONING ORDINANCE AMENDMENT - ORDINANCE TO ADD SELF-STORAGE FACILITY (LIMITED ACCESS) INTO THE UB-2 DISTRICT**

Introduction

An item for City Council's consideration is the adoption of an ordinance amending the Zoning Ordinance to add a definition for self-storage facility (limited access), create a new Section 3.38 regulating such storage, and amending Section 7.04 to add self-storage facilities (limited access) into the UB-2 Unified Business Districts all for purpose of creating a self-storage option with climate control and limited access for the UB-2 District.

Funding

No funding is required for the adoption of this ordinance, adding the official use of self-storage units to the UB-2 District.

Background

On June 20, 2019, the Oak Ridge Planning Commission conducted a discussion and ultimate recommendation of Zoning Text Amendments on the location of Self-Storage Facilities in Oak Ridge on a citywide basis. A public hearing was held, and no one present spoke as the Planning Commission reviewed the recommendations. The Planning Commission approved recommendations have been brought to the City Council for consideration under separate cover. The Planning Commission chose not to include the self-storage use within the Unified Business District (UB-2).

The UB-2 District is an integral part of the redevelopment of the Main Street project, which has been under construction and planning for several years. Subsequent to action of the Planning Commission, the City Manager has received a request for the allowance of self-storage, climate-controlled facilities within the UB-2 District requiring further amendment to the recommendation on a city-wide ordinance. The request by RealtyLink of Greenville, South Carolina, is made to amend and allow such facilities to be included within the zoned area, which presently is also part of a Planned Unit Development.

The developer request is for consideration that would allow location of such a facility along Rutgers Avenue. In 2015 Community Development staff recommended several "house cleaning" modifications to the UB-2 zone as the Planning Commission considered the plans presented by then developer Crossland Southeast. One of those modifications was the removal of storage as an allowable use within the UB-2 zone.

In 2015 "storage" was seen as the then typical single story, exposed access "tin shed" type facility. Such a facility would rightfully have been inappropriate for Main Street. Since that time self-storage and more particularly limited access self-storage, has changed significantly. Limited access self-storage facilities are generally aesthetically pleasing multi-story buildings that resemble an urban apartment building. New high-rise approaches are now seen for storage units in the region when the policy was changed several

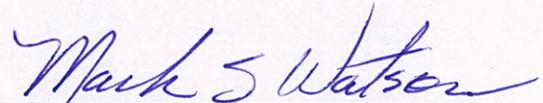
years ago. Additionally, the financial investment of the magnitude proposed by RealtyLink can significantly contribute toward the repayment of the TIF loan. Presently, we are awaiting the construction of five new storefronts by the developer. RealtyLink has identified limited access self-storage as a viable use on a tract of property they feel is not viable for retail use. RealtyLink strongly suggests approval of the text amendment to allow continued development of isolated tracts located in the rear of the Main Street frontage, which stores have demanded to face inward for retail visibility. Interestingly, the distance of the UB-2 zoned tract may cross to the north of Wilson Street and go into a B-2 area, where a self-storage unit is allowed.

City Staff presented language to the Planning Commission to add self-storage as an allowable use in the UB-2 district upon approval by BZA. This language was presented to Planning Commission as part of the overall main package to add language into the Zoning Ordinance regarding self-storage. While Planning Commission recommended most of the amendments, which as mentioned previously are presented to City Council for consideration elsewhere in this agenda packet, the Planning Commission voted not to include self-storage facilities in the UB-2 district.

The City Manager has now evaluated different criteria for adding limited access self-storage as an allowable use in the UB-2 district with additional requirements on its allowability. This has been reviewed with staff, consultants and results of recent planning efforts on Wilson Street and reconfiguration of the cross street in the Main Street complex. This language is being presented to City Council for consideration now as a companion ordinance to the main recommendations elsewhere in the agenda packet. Since this language on "self-storage facilities (limited access)" has not been presented to Planning Commission for a recommendation in its current form, it will be presented to Planning Commission for a recommendation at the Planning Commission's May meeting. This will allow time for the Planning Commission to offer a recommendation on the language prior to City Council's consideration of the ordinance on second reading for final adoption.

#### Recommendation

The City Manager recommends approval of the attached ordinance to include self-storage facilities (limited access) in the UB-2 District when part of an approved planned unit development overlay.

  
Mark S. Watson, City Manager

# TN OAK RIDGE RUTGERS, LLC

March 26, 2019

Nathalie Schmidt  
Senior Planner  
City of Oak Ridge TN.

RE: **Conditioned Self Storage Conditional Use Petition**

Nathalie

TN Oak Ridge Rutgers, LLC (developer) request that the Oak Ridge Tn Planning Commission review this petition to allow for the development of an approximate 100,000 square foot (3 story) conditioned Self –Storage facility within the Oak Ridge Main Street PUD. The developer request this item be added to the agenda for the April 11 Planning Commission Work Session and the April 18<sup>th</sup> Planning Commission Meeting.

Should you have any questions feel free to contact me at (864) 263-5426 or via email: [brogers@realtylinkdev.com](mailto:brogers@realtylinkdev.com)

Thank you.

Sincerely,  
Brett Rogers  
Dir of Construction

# TN OAK RIDGE RUTGERS, LLC

April 20, 2020

**MARK WATSON  
CITY MANAGER  
CITY OF OAK RIDGE, TN  
200 SOUTH TULANE AVE  
OAK RIDGE, TN 37830**

RE: **SELF-STORAGE UB-2 AMENDMENT**

Dr. Watson

TN Oak Ridge Rutgers, LLC requests that the City of Oak Ridge reconsider amending the current UB-2 Zoning Classification to include Self-Storage as an approved use. We are aware that, on June 20 2019, the Planning Commission recommended numerous modifications to the Zoning Ordinance regarding "Self-Storage". The UB-2 zone was excluded from that recommendation. As we understand it, that Planning Commission recommendation has not yet been placed on the City Council agenda for adoption. We ask that the City Council proceed forward with that recommendation amended however with appropriate language to include self-storage in the UB-2 zone.

The timing of this request is not coincidental. As retailers are suffering thru this pandemic, they are postponing the opening of new stores. As a result, the retail developers are delaying the construction of the building to house those new stores. That is evidenced by the suspension of our construction activities on Main Street Phase IIA.

Conversely the self-storage market is doing well. While we are in this retail development lull, we have both the opportunity and the resources to move forward quickly with the construction of the facility that we had previously proposed along Rutgers Avenue adjacent to JC Penney. We would be happy to work with you, your staff and /or your retail development consultant on this matter.

Should you have any questions feel free to contact me at (864) 263-5426 or via email: [brogers@realtlinkdev.com](mailto:brogers@realtlinkdev.com)

Sincerely,



Neil Wilson  
Principal

# TN OAK RIDGE RUTGERS, LLC

May 5, 2020

Dr. Mark Watson  
City Manager  
City of Oak Ridge  
200 South Tulane Avenue  
Oak Ridge, TN 37830

## **RE: Self-Storage UB-2 Zoning Ordinance Amendment**

Dear Dr. Watson

With regard to self-storage, we understand that the amendments to the zoning ordinance recommended by the Planning Commission last June will be on the May 11 City Council agenda for consideration on first reading. We further understand that, in addition to the Planning Commission recommendations, there will be a separate ordinance appropriately worded that would allow self-storage in the UB-2 zone with a PUD overlay. We very much appreciate you including that additional language.

Retailers are suffering thru this pandemic Growth estimates for global retail in 2020 will be halved from pre-COVID-19 forecasts overall, but impacts are uneven. Short term, fashion, furniture, and electronics retailers will be hit hardest as consumers forego discretionary purchases in favor of stocking up on food and household supplies.

Retailers are postponing the opening of new stores and re-thinking the size and configuration of store footprints. As a result, the retail developers are delaying the construction of the building to house those new stores. That is evidenced by our recent suspension of construction activities on Main Street Phase II A.

Conversely, the self-storage market is doing well. While we are in this retail development lull, our company has both the opportunity and the resources to move forward quickly with the construction of the facility that we had previously proposed along Rutgers Avenue adjacent to JC Penney.

As Oak Ridge continues its residential renaissance with significant increases in single family and multifamily construction, so does the demand for self-storage. Our recently completed market study confirms that fact. We recognize that our proposed self-storage project is not without controversy. Some will say that self-storage has no place in a development that is primarily retail. Others will say that there are other properties not a part of Main Street that would be

more appropriate for self-storage. If we were proposing a typical single story "tin shed" facility we would agree, however that is not the case. The property proposed for the facility, while technically a part of Main Street, is isolated from the primary development. As retail developers, our first choice would be to utilize the property for retail purposes, however, in this case, we strongly feel that the property in question is simply not suited for retail.

Our proposal is to construct an attractive three story, 100,000 SF limited access facility that would have an appearance somewhat similar to an office building. Access to the vast majority of the units would be internal to the facility. Any externally accessed units would be on the back side of the building out of sight from Rutgers Avenue. The grounds will be nicely landscaped. An additional advantage of the proposed facility is that it would hide from public view the five loaded docks serving the Phase IIA stores.

Again, we appreciate your consideration of our request. We stand ready to work with you, your staff and the City Council to assure a successful outcome. Please advise us regarding how we might participate in the meeting of May 11.

Sincerely



Neil Wilson  
Principal

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY ADDING A DEFINITION FOR SELF-STORAGE FACILITY (LIMITED ACCESS) IN ARTICLE II, TITLED "DEFINITIONS"; BY CREATING A NEW SECTION 3.38, TITLED "SELF STORAGE FACILITIES (LIMITED ACCESS)," AND BY AMENDING SECTION 7.04, TITLED "UB-2, UNIFIED GENERAL BUSINESS DISTRICTS," TO ADD SELF-STORAGE FACILITIES (LIMITED ACCESS) AS A PRINCIPAL PERMITTED USE, ALL FOR THE PURPOSE OF CREATING A SELF-STORAGE OPTION WITH INDOOR CLIMATE UNITS WITH CENTRALIZED LIMITED ACCESS FOR THE UB-2 DISTRICT.

WHEREAS, this amendment will update the Zoning Ordinance to allow self-storage facilities with indoor climate units and centralized access, to be known as self-storage facilities (limited access), as a permitted use in the UB-2 district as part of a planned unit development, as well as to set forth specific standards for such facilities; and

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has \_\_\_\_\_ 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. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article II, titled "Definitions," is hereby amended by adding the following new definition to be inserted alphabetically:

ARTICLE II  
DEFINITIONS

SELF-STORAGE FACILITY (Limited Access): A commercial facility containing multiple storage units for lease to individuals or businesses for temporary or long-term self-service storage. These storage facilities provide indoor climate units with centralized limited access. Units with individual exterior access and outdoor storage areas are specifically prohibited.

Section 2. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article III, titled "General Provisions," is hereby amended by creating a new Section 3.38, titled "Self-Storage Facility (Limited Access)," which new section shall read as follows:

Section 3.38 Self-Storage Facility (Limited Access)

1. Minimum lot size shall be two (2) acres.
2. The facility must contain at least 60,000 SF of space including office and support areas and must be a minimum of two stories.
3. Activities within the facility shall be limited to the rental of storage space and the administration and maintenance of the facility. Storage areas shall not be used as workshops or hobby shops, manufacturing and commercial activity.
4. Access to individual storage units shall be internal to the structure.
5. The exterior of indoor storage buildings shall meet the following design standards:
  - i. All floors shall contain a minimum glazed area of thirty-three percent (33%) on all sides visible from a public roadway. Display windows may count for a portion of the transparency.

- ii. Entrances and windows shall include recessed or projecting elements to create shadow and articulation.
  - iii. Façades shall be designed to be viewed from multiple directions with consistent materials and treatments that wrap around all façades visible from a public street.
  - iv. Blank facades, particularly those that appear large and monotonous relative to surrounding development, are not permitted to be visible from public streets or surrounding residential properties.
  - v. The exterior of the building shall have an architectural treatment similar to an office building or urban apartment. Allowable finishes include a combination of brick veneer, EIFS (exterior insulation and finish system), architectural CMU infill and architectural metal panels.
6. Vehicle loading and queuing areas shall not be located between the building and a public street or public space.
  7. Except in areas of the façade with fenestrations, all doors of individual storage units, as well as loading and unloading areas shall be adequately screened from public streets and adjacent properties and shall adhere to Landscaping and Design Standards, Article XIII of this ordinance.
  8. Retail component: A limited access storage facility may have a retail component as a part of the rental office. This component may be devoted to the rental and sale of retail items used for moving and storage including but not limited to hand trucks, cartons, tape, and packing materials. Additional retail components not directly related to the self-storage facility are allowed and encouraged where appropriate but not are required.
  9. Parking Standards: Self-storage facilities containing indoor units with centralized building access shall have one space for every 50 storage units plus one space per every 250 square feet of office space.

Section 3. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Section 7.04, titled "UB-2, Unified General Business Districts," Subsection (a), titled "Permitted Principal Uses," is hereby amended by adding a new Subpart 22, which new subpart shall read as follows:

Section 7.04 UB-2, General Business Districts

(a) Principal Permitted Uses:

22. Self-Storage Facility (Limited Access), as regulated by Section 3.38, and allowed only when part of an overall Planned Unit Development (PUD) zone designation.

- i. Self-Storage Facilities. For self-storage buildings with only centralized or interior access to units, 1 per fifty (50) storage units plus 1 per two hundred fifty (250) square feet of related office space. For all other storage facilities, a minimum of 5 spaces plus 1 per fifty (50) storage units with interior-only access.

Section 7. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Public Hearing: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

**FINAL ADOPTION  
OF  
ORDINANCES**

**FINANCE DEPARTMENT MEMORANDUM**

**20-01**

**DATE:** April 6, 2020  
**TO:** Mark S. Watson, City Manager  
**FROM:** Janice E. McGinnis, Finance Director  
**SUBJECT:** PROPERTY TAX DUE DATE REVISIONS

Introduction

An item for City Council's consideration is to amend Section 5-102 of the City Code to broaden the circumstances to change the due and delinquency dates for property taxes for an individual tax year by resolution of the City Council.

Background

Currently in Section 5-102 of the City Code, property taxes for each tax year become due and payable on July 1 and are delinquent after August 31st of each year. The property tax due and delinquent date may be amended by resolution of City Council in the event that the state and/or county appraisal process impacts the implementation timetable. In July 2015, this section was utilized to delay the due and payable date for the 2015 tax year to due and payable on September 1, 2015 and delinquent after October 31, 2015 due to such an impact.

The Coronavirus (COVID-19) has financially impacted the citizens and businesses located in Oak Ridge during a period when property tax bills will be due and payable within a few months. It has also impacted the timeline for the City's conversion to new software for utility and property tax billing. The software was scheduled to come into production in mid-May. That date has now been revised to mid-July which is between the current due and delinquent dates for the 2020 tax year. The current language in Section 5-102 is not broad enough to provide for the delay in the due and delinquent date by resolution for a specific tax year for either of these reasons.

Recommendation

Staff recommends approval of the revisions to Section 5-102 of the City Code which would allow revisions to the due and delinquent dates for property taxes due to identifiable circumstances deemed to be in the best interests of the City and/or its citizens by approved resolution of City Council.

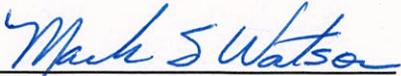
It is currently staff's intention to bring forward a resolution after second reading of the ordinance change delaying the due and delinquency dates for the 2020 tax year, which would currently be due and payable July 1, 2020 and delinquent after August 31, 2020, to a later time frame to ease the near term financial burden on citizens and businesses in Oak Ridge and to allow for the 2020 property tax year billings to be initiated under the new software billing system.

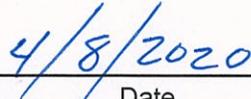
Attachment

  
Janice McGinnis

**City Manager's Comments:**

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

  
\_\_\_\_\_  
Mark S. Watson

  
\_\_\_\_\_  
Date

TITLE

AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE CITY MAY DELAY THE DUE DATE AND DELINQUENCY DATE FOR PROPERTY TAXES FOR AN INDIVIDUAL TAX YEAR BY RESOLUTION OF CITY COUNCIL.

WHEREAS, City Code §5-102 sets forth the due date (July 1) and delinquency date (August 31) for property taxes; and

WHEREAS, City Code §5-102 also sets forth a mechanism to modify the property tax due date and delinquency date schedule by resolution in the event the state and/or county appraisal process is delayed; and

WHEREAS, due to the national, state, and local emergency related to the COVID-19 crisis, citizens and businesses have been financially impacted at a time when property taxes are soon due and payable; and

WHEREAS, the COVID-19 crisis has also impacted the City's timeline for conversion to a new software for utility and property tax billing; and

WHEREAS, the software was scheduled to come into production in mid-May and has now been moved to mid-July which is between the current due date and delinquent date for 2020; and

WHEREAS, the current language in City Code §5-102 is not broad enough to allow the City to delay the due date and delinquency date by resolution for either of the above-stated reasons; and

WHEREAS, the City desires to broaden the circumstances under which the City may modify the tax due date and delinquency date schedule by resolution.

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

Section 1. Title 1, titled "Municipal Finance and Taxation," Chapter 1, titled "Miscellaneous," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Section 5-102, titled "When due, delinquent," in its entirety and substituting therefor a new Section 5-102, titled "When due, delinquent," which new section shall read as follows:

Sec. 5-102. When due, delinquent.

The taxes levied and assessed under § 5-102 of this chapter shall become due and payable on the first day of July each year for the then-current calendar year and shall become delinquent after the thirty-first day of August of each year. In the event circumstances exist that impact the property tax schedule, the finance director with the approval of the city manager may present a modified schedule for an individual tax year's due date and delinquent date for approval by resolution of city council. Such circumstances included, but are not limited to, a delay in the state and/or county appraisal processes, a state of emergency, or any other identifiable circumstance where a modification in the tax schedule would be in the best interests of the City and/or its citizens.

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

APPROVED AS TO FORM AND LEGALITY:



\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

First Reading: 4/13/2020  
Publication Date: 4/16/2020  
Second Reading: \_\_\_\_\_  
Publication Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

# RESOLUTIONS

FINANCE DEPARTMENT MEMORANDUM

20-02

**DATE:** April 30, 2020  
**TO:** Mark S. Watson, City Manager  
**FROM:** Janice E. McGinnis, Finance Director  
**SUBJECT:** PROPERTY TAX DUE DATE REVISIONS

Introduction

An item for City Council's consideration is a resolution to move the real and personal property tax year 2020 due and payable dates to September 1, 2020 and delinquent date after October 31, 2020.

Background

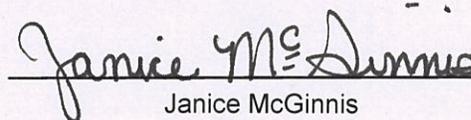
Consideration of this resolution is contingent on the approval of the amendment of Section 5-102 of the City Code at second reading at the May 11, 2020 City Council meeting. That ordinance change allows revisions to the due and delinquent dates for individual property tax years due to identifiable circumstances deemed to be in the best interests of the City and/or its citizens by approved resolution of City Council.

The Coronavirus (COVID-19) has financially impacted the citizens and businesses located in Oak Ridge during a period when property tax bills will be due and payable within a few months. It has also impacted the timeline for the City's conversion to new software for utility and property tax billing. The software was scheduled to come into production in mid-May. That date has now been revised to mid-July which is between the current due and payable dates of July 1, 2020 and delinquent date after August 31, 2020.

Recommendation

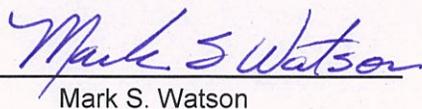
Staff recommends approval of the attached resolution. This action will allow the City to get the new utility and property tax billing systems into production and provide an additional 2 months for citizens and business in Oak Ridge to pay their 2020 property tax bills.

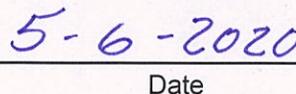
Attachment

  
Janice McGinnis

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

**RESOLUTION**

A RESOLUTION MODIFYING THE DUE DATE AND DELINQUENCY DATE SCHEDULE FOR PROPERTY TAXES FOR TAX YEAR 2020 (JANUARY 1, 2020 THROUGH DECEMBER 31, 2020).

WHEREAS, City Code §5-102 sets forth the due date (July 1) and delinquency date (after August 31) for taxes; and

WHEREAS, City Code §5-102 also sets forth a mechanism to modify the tax due date and delinquency date schedule by resolution in the event circumstances exist that negatively impact the City's ability to keep the tax schedule; and

WHEREAS, the City's software conversion project (Cayenta) is currently behind schedule and a delay in the 2020 tax schedule would be beneficial to implementation of the project; and

WHEREAS, due to the national, state, and local emergency related to the COVID-19 crisis, the City would like to delay the due date for property taxes for Tax Year 2020 as a means to help ease the financial burden on its citizens; and

WHEREAS, the Finance Director and City Manager recommend modifying the property tax due date and delinquency date for Tax Year 2020 (January 1, 2020 through December 31, 2020) both due to the Cayenta project implementation schedule and the current national COVID-19 crisis; and

WHEREAS, City Council finds this modified schedule to be in the best interests of the City and its citizens.

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

That the recommendation of the Finance Director and the City Manager is approved and the property tax due date and delinquency date for Tax Year 2020 (January 1, 2020 through December 31, 2020) is modified as follows: property taxes shall become due and payable on September 1, 2020 and shall become delinquent after October 31, 2020.

This the 11th day of May 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  
20-25**

**DATE:** April 21, 2020  
**TO:** Dr. Mark S. Watson, PhD, City Manager  
**FROM:** Shira A. McWaters, P.E., Public Works Director  
**SUBJECT:** **PROPOSAL FOR PROFESSIONAL SERVICES – 1010 BUILDING, SECTION 3 MUNICIPAL BUILDING, AND WILLOWBROOK ROOF DESIGN**

Introduction

An item for City Council's consideration is the recommendation of a professional services agreement, in a not to exceed amount of \$132,190, with RoofConnect®, National Roofing Services, Sheridan, AR, for design, bid, construction administration and part time resident observation services for the replacement of the 1010 Building roof, section 3 of the Municipal Building (UBO/Community Development) and the Willowbrook School roof.

Funding

Funding is available from the Capital Fund for the 1010 Building, Willowbrook and Municipal Building roofs.

Background

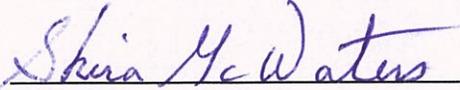
A city-wide roofing study was completed by RoofConnect® in December 2017, which recommended a projected \$12 million in roof replacement over the next 10 years. To date the Robertsville Middle School roof has been completed, the CSC roof is under replacement, and the Library Roof was recently bid. The existing roofs in this proposal are at the end of their useful lives and require replacement. In addition, the 1010 Building is fully occupied, and both the UBO office located in the Municipal Building and Willowbrook School have had recent improvements completed. Replacement of these roofs will help protect the structure of these buildings and their interior assets.

The not to exceed fee in the proposal is \$132,190 which includes field investigation services, preparation of construction documents, bidding services, construction administration, and up to 42 site visits for resident observation services. We recommend an additional allowance, only to be used if needed and approved by the City, of **\$10,000** for additional professional services and additional observation services that may be needed based on the condition of the different roof underlayments, which are unknown at this time. The additional allowance will allow the City to add additional days for inspections, project meetings, etc., if needed.

Recommendation

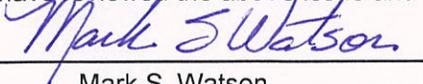
A written proposal was received from RoofConnect® to provide design, bid, construction administration, and part-time resident observation for this project. Based on the review of the scope of work and submitted cost proposal, Staff recommends a Professional Service Agreement with RoofConnect®. Adoption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

Attachment(s)  
RoofConnect® proposal  
Resolution

  
\_\_\_\_\_  
Shira 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

5-6-2020  
Date



March 10, 2020

**Ms. Shira McWaters  
Public Works Department Director  
City of Oak Ridge  
100 Woodbury Lane  
PO Box 1  
Oak Ridge, TN 37836**

**City of Oak Ridge:**

- **1010 Building**
- **Willowbrook Elementary School**
- **Municipal Building Roof #3**

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

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

**Basis of Understanding and Services Requested**

- The 1010 Building is reported to be located at 1010 Commerce Park Drive Oak Ridge, Tennessee. The building is 14,700 sq. ft. and is a Ballasted EPDM roof over Polyisocyanurate insulation and a metal deck.



- Willow Brook Elementary is reported to be located at 298 Robertsville Rd, Oak Ridge, Tennessee. The building is approximately 72,000 sq. Ft. There are multiple roof sections built at different times with different construction types. A foam retrofit system was installed over the existing roofs approximately 15 years ago. Roof has leak in multiple areas. City needs coordination with roofing and HVAC installation project. Integrate new curb design and installation for new HVAC units on school.



- City of Oak Ridge Municipal Building Roof #3 is reported to be located at 200 S Tulane Ave, Oak Ridge, Tennessee. The roof is approximately 7,500 sq. ft. One roof section with Ballasted EPDM on unknown Rigid insulation board and Unknown deck. Roof is tapered for proper water drainage.



## Purpose and Scope of Services

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

### 1. Field Investigation Services.

- a. **Interviews** with the key project and site personnel to discuss the site conditions, proposed construction activities, ground level staging, site work restrictions, and other construction related items
- b. **Collect/Copy** existing building drawings applicable to the planned roofing activities
- c. **Review** available documents and information including existing construction drawings to assist with the field investigation and preparation of new construction documents
- d. **Visual Observations** of readily accessible components of the roof and adjoining wall systems to determine as-built construction conditions including:
  - Verify type, size, and condition of the drainage components to verify with local code requirements
  - Roof top equipment covers and housings from a perspective of watertight integrity
  - Exterior building walls and conditions; if issues related to the exterior walls are identified, RoofConnect will advise Owner's representative of concerns.

Roof deck and supporting structural components to identify visible deficiencies. This will not be a structural evaluation. *If structural issues are identified during the field investigation that require the onsite services of a structural engineer, RoofConnect will provide a proposal for those services separate from this proposal*

- e. **Destructive Investigation** of field and typical flashing details to verify as-built construction conditions at locations determined by RoofConnect.
    - Intensive Destructive Investigation: The need for additional investigation beyond the work identified above. This work is to allow for investigation of existing construction conditions that cannot be seen by standard investigation normal processes. Building component must be removed and then reassembled. These services and costs will be brought to the owner's attention as a change order to the original contract.
  - f. **Roof Cores** will be taken to verify the roof construction condition. If the roofs are reported to be under warranty, then no cores will be taken.
  - g. **Sketches** will be prepared in the field to allow for the preparation of a scaled roof plan to show roof perimeters, locations of roof penetrations, and to prepare construction details showing construction conditions at typical roof perimeters and penetrations for the new roof components.
  - h. **Sustainability Review** of existing roofing components to determine if components can be reused after construction to reduce project costs. RoofConnect cannot guarantee that any of the components may be reused.
  - i. **Code Review Meeting** with local code officials to verify requirements for the roofing products. This will include energy, drainage, and other local code requirements for the work.
  - j. **Material Manufacturer Interviews** to review roofing materials and systems as options for the new roofing systems to meet all applicable code and client requirements. Additionally, warranty options and costs will be reviewed for the various roofing systems.
  - k. **Written Recommendations** in a summary letter will be prepared which will include results of our field services and recommendations with more accurate construction estimates.
2. **Construction Documents:** Based on the approved design criteria, the roof survey, and confirmed budget, RoofConnect will prepare construction documents to use for competitive bidding. The construction documents will be prepared in general accordance with the Construction Specification Institute (CSI) formats, which are the current industry standard. Front end documents including bidding forms, contract conditions, and contract forms will be provided by the Owner. The documents may include the following:
- a. Roof plans indicating dimensions, roof equipment, roof drains, slopes, and flashings
  - b. Project specific detailed scope of work
  - c. Project specific roofing details indicating roofing system design, metal flashings, miscellaneous carpentry, drain connections, etc.
  - d. Project technical specifications detailing requirements for roofing

materials and methods of construction, warranty and schedule issues  
The construction documents shall be prepared by a Registered Roof Consultant (RRC as certified by RCI, Inc.).

**Architectural Services:**

- Review of documents provided
- Conference call to discuss preliminary analysis
- Draft preliminary details
- Conference call to discuss preliminary details
- Review design documents for construction
- Follow up assistance during implementation

3. **Bidding Services;** RoofConnect will assist with the bidding process. We will invite pre-qualified contractors, attend one pre-bid meeting on behalf of the client, issue meeting minutes, respond to inquiries during the bidding period, review the bids, and make recommendations for award. After Client negotiates and awards the construction contract to the successful bidder, RoofConnect will provide project administration services as outlined below.
4. **Project Administration and Closeout Services.**
  - a. Review Contractor's construction schedule
  - b. Review Contractor's submittals for compliance with specification documents
  - c. Conduct / attend one pre-construction meeting
  - d. Review change orders for client approval
  - e. Assist Owner with the following close-out items:
    - Punch list inspection at substantial completion of Work
    - Final inspection with manufacturer's representative to confirm warranty compliance
    - Review Contractor Provided As-Built Drawings
5. **Rooftop Quality Assurance Inspection Services;** RoofConnect proposes to provide periodic on-site observation services during construction activities. While on site we will observe and document the contractor's construction activities. The observation will promote quality and verify that the work is completed in compliance with the approved construction documents.

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

  - a. Roofing contractor crew size
  - b. General weather conditions
  - c. General roof area where work was observed
  - d. General description of observed work
  - e. Approximate quantities of roof components installed

- f. Documentation of “Unit Price” work items
- g. Photographic documentation
- h. Open construction items requiring resolution

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

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

### Project Schedule

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

### Special Project Conditions

The pricing offered for our services is based upon RoofConnect personnel being able to work continuously without interruption to complete the planned work during one mobilization. Delays due to site shutdowns or work restrictions beyond RoofConnect’s control once at the site will impact pricing. We are proposing to complete the fieldwork with one or two people on site. If the client

has site specific work requirements or more restrictive safety protocols that require additional personnel or safety requirements, then these policies must be communicated to us during the proposal phase.

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

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

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

Scope of Services Pricing

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

Service Description	Fee
<b>Field Investigation for Construction Documents</b>	<b>\$23,229</b>
<b>Preparation of Construction Documents</b>	<b>\$42,928</b>
<b>Pre-Bid Meeting and Meeting Minutes</b>	<b>\$7,034</b>
<b>Bid Analysis and Recommendation for Award</b>	<b>\$5,809</b>
<b>Submittal Review</b>	<b>\$5,809</b>
<b>Pre-Construction Meeting and Meeting Minutes</b>	<b>\$5,809</b>
<b>Progress Meetings and Field Observations (42 Site Visits @ \$375 / Visit)</b>	<b>\$19,688</b>
<b>Punch List Inspection &amp; Report</b>	<b>\$7,824</b>
<b>Final Inspection &amp; Report</b>	<b>\$7,458</b>
<b>Project Closeout Activities &amp; Report</b>	<b>\$6,602</b>
<b>Total for Construction Document and Project Administration Services</b>	<b>\$132,190</b>

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

Fee Notes

1. The pricing shown is based on this proposal being used as the contract document for RoofConnect services. Any Terms and Conditions noted on any alternative contracting document will require legal review by RoofConnect prior to acceptance and may affect the pricing. If an AIA document is to be used for contracting, an additional \$300 (minimum) legal review fee shall apply.
2. Proposal fee includes all management, labor, equipment, fees and associated expenses. Travel costs are based on 7-10 advanced notice / booking. The pricing offered is based on the Insurance Limits outlined in Section 9 of the Standard Provisions. If additional coverage is required, RoofConnect will amend the pricing to reflect the additional cost.
3. The pricing in this proposal is based on “Net 30” payment terms from the date of invoice. RoofConnect reserves the right to revise our pricing based on other payment terms. If a third-party payment vendor is required for payment, the additional fee to use the service shall be added to the cost.
4. Payment by major credit card is acceptable but is subject to an additional 4% administrative fee per payment.
5. Refer to RoofConnect’s Standard Provisions for specific items that govern our service.
6. When required, Client is responsible for providing OSHA approved roof access to the roofs.

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



Client Authorization

ROOFCONNECT

*Ralph Velasquez*

Authorized Signature

Authorized Signature

Ralph Velasquez

Print Name

Print Name

Federal Business Manager

Title

Title

March 11, 2020

Date

Date

### Standard Provisions

1. **SERVICES.** The Consultant shall provide professional services in accordance with the terms of the Services Agreement, (“Agreement”), and the terms contained in these Standard Provisions shall be incorporated into a binding part of the Agreement.
2. **EFFECTIVE DATE.** This agreement shall become effective upon of the tangible performance of the services or delivery goods by the consultant, or the signatures of the parties executing this Agreement and shall remain in effect for six months from the date of proposal, unless earlier terminated by either party pursuant to the terms of the Service Agreement and any attachments thereto. The parties may rely on transmittal of the signed Agreement via facsimile or email, and the parties agree that the original of the executed Agreement will be provided to consultant immediately upon signature by the client.
3. **INITIATION OF SERVICES.** The Consultant is authorized to proceed with services upon receipt of the Agreement evidencing that Client has executed the Agreement. This Agreement shall commence on the date fully executed by the parties and shall remain in effect until project completion, unless terminated in accordance with this Agreement. This Agreement may be terminated by either party without cause by providing thirty (30) days written notice to the other party. In addition, this Agreement may be terminated by either party immediately for cause due to a material breach by the other; provided, however, that the non-breaching party shall have a period of fifteen (15) days from the date of receipt of written notice of breach to cure any breach in that party’s performance; provided, however, that client shall have a period of five (5) days to cure any non-payment.

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

4. **STANDARD OF CARE.** Services provided by the Consultant to Client under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This representation is in lieu of any warranties or other representations either express or implied.
5. **INDEPENDENT CONTRACTORS/CONSULTANT.** Consultant and Client are and will remain independent contractors and neither is to be construed as an employee or in an employment relationship with the other. Each shall be solely responsible for payment of all taxes, benefits, expenses related to their respective employees and businesses.
6. **COLLECTION COSTS AND EXPENSES.** In the event legal action is necessary by Consultant to enforce any payment terms or provisions of this Agreement, or if Client fails to make payment within thirty (30) days of the date of any invoice, Client shall be liable for any costs, expenses, expert fees, reasonable attorney fees, and/or any other expense incurred by Consultant in connection with any claim filed or settlement reached with Client in connection with any claims against Client or in defense of any counterclaim by Client.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, specifications, reports, programs, manuals, or any other documents including, without limitation, documents on electronic media or in hard copy (hereinafter collectively referred to as “Drawings”) prepared pursuant to or in anticipation of this Agreement are and shall remain the sole and exclusive property of Consultant. The Consultant will retain all common law, statutory, and other reserved rights including all copyrights obtained by or available to Consultant. The Consultant hereby grants to Customer a revocable right and license to use the drawings during this Agreement. The Consultant may provide Client with copies of such documents, subject to the terms of this Agreement; provided, however, that Consultant does not authorize reuse of or modification to said documents, and Client agrees to indemnify and hold consultant harmless for any such unauthorized reuse or modification of said Drawings.
8. **SITE VISITS/OBSERVATION.** Full Time Project Management fees or services not included in this proposal. ROOFCONNECT is not responsible for any structural or structure issues of the building. A structural evaluation has not been completed.
9. **INSURANCE.** The Consultant will maintain the following levels of insurance during the term of this Agreement.
  - a. Commercial General Liability Insurance, including contractual liability and completed operations/products liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 “General Aggregate”.
  - b. Automobile Liability “Combined Single Limit” of \$1,000,000
  - c. Umbrella Liability Insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. This excludes Professional Errors & Omissions Coverage.
  - d. Professional Liability (E&O) - \$1,000,000.00 each claim and in the aggregate.
10. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and its’ sub consultants on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and its sub consultants to all those named shall not exceed the greater of the total fees for services in this proposal or \$25,000. Such claims and causes include, but are not limited to professional errors or omissions, strict liability, breach of contract, or warranty. This limitation of liability set forth in this section specifically does not include negligence on the part of the Consultant or any sub consultants.
11. **LIMITATION/DISCLAIMER OF WARRANTIES.** Any liability of the Consultant and any of its sub-consultants for any claims, losses, costs, demands, or damages of whatsoever kind or nature, or claims or expenses from any cause or causes against Consultant shall be limited to the amount of insurance coverage of the Consultant, and Client waives any claim for liability or damages against Consultant not covered by Consultant’s insurance.

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

**The parties agree that Consultant shall not be liable for any structural or related issues of the building or structure upon which Consultant or any sub-consultant performs or otherwise provides any services.**

12. **ARBITRATION.** Any action, litigation or claim of either party arising out of, in connection with, or related to this Agreement shall be decided by final and binding arbitration in accordance with the rules of the American Arbitration Association. The action shall be brought and heard in Oak Ridge, TN, and any award of the arbitrators shall be enforced, if necessary, through the Anderson County Court of Common Pleas.

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

13. **CONTROLLING LAW/JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Tennessee and any action to enforce any terms or conditions contained herein shall be brought in the Anderson County Court of Common Pleas in Oak Ridge, TN.
14. **SEVERABILITY AND SURVIVAL.** Any provision of this Agreement held to be unenforceable by a court of competent jurisdiction shall be deemed void and all remaining provisions of this Agreement shall continue in full force and effect. All obligations arising prior to the termination of this Agreement or as otherwise provided for as continuing obligations elsewhere in this Agreement shall survive the completion of the services hereunder and the termination of this Agreement.
15. **CONFIDENTIALITY.** The parties agree and acknowledge that during the term of this Agreement there will be confidential information exchanged or provided by one party to the other (hereinafter defined as “Confidential Information”) and each party agrees that it will refrain from disclosing the Confidential Information of the other to any third party without the prior written consent of the other. The parties further agree that neither will use the Confidential Information of the other or otherwise disclose it to a third party during the term of this Agreement or thereafter. For purposes of this Agreement, “Confidential Information” means the terms and provisions of this Agreement and all information concerning the business, operations, quotes, financial relationship of the parties, or any other information exchanged that is considered confidential to the discloser. Confidential Information shall not include information that (i) is in the public domain at the time of disclosure by the discloser to the recipient or lawfully becomes a part of the public domain thereafter through no improper action or inaction by the recipient, (ii) was rightfully within the recipient’s possession prior to the time of disclosure to the recipient, (iii) was rightfully disclosed to the recipient by another party without restriction, (iv) was independently developed by the recipient without reference to the discloser’s Confidential Information.

“**SUBCONSULTANT EXPENSES**” represent the cost of outside sub Consultant technical services and expenses. They include but are not limited to Engineering Services (All disciplines, Field Testing, Technical Consultants, Laboratory Tests, Contractor costs, Estimating Services, Computer Services, and Materials.

**RESOLUTION**

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONNECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THREE ROOF REPLACEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$132,190.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO \$10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECTS.

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

WHEREAS, said study showed the roofs at various locations were at the end of their useful life and is in need of replacement; and

WHEREAS, the City desires to move forward with replacement of the roofs at the following locations: Willow Brook Elementary, the Utility Business Office and Community Development section of the Municipal Building (Section 3), and the former Entrepreneurial Center located at 1010 Commerce Park Drive; and

WHEREAS, replacement of these roofs will serve to help protect the building structures and their interior contents; and

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

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

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

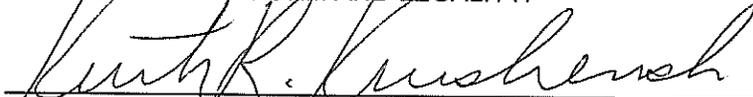
That the recommendation of the City Manager is approved and a Professional Services Agreement with RoofConnect®, P.O. Box 908, 44 Grant 65, Sheridan, Arkansas 72150, to provide field investigation, construction document preparation, pre-bid and bidding assistance, project administration and closeout, rooftop quality assurance inspection, and project close documentation services in an amount not to exceed \$132,190.00 is hereby approved for the following roof replacement projects: Willow Brook Elementary, Section 3 of the Municipal Building (Utility Business Office and Community Development), and the former Entrepreneurial Center located at 1010 Commerce Park Drive.

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

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

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Warren L. Gooch, Mayor

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Mary Beth Hickman, City Clerk

**PUBLIC WORKS DEPARTMENT MEMORANDUM**  
**20-23**

**DATE:** April 7, 2020  
**TO:** Dr. Mark S. Watson, PhD, City Manager  
**THROUGH:** Shira A. McWaters, P.E., Public Works Director *SAM*  
**FROM:** Bryan W. Mills, P.E., Public Works Engineer  
**SUBJECT: SEWER PUMPING STATIONS GRINDER RENEWAL**

Introduction

An item for City Council consideration is a resolution authorizing the expenditure and installation of funds in the not to exceed amount of \$94,277 to BAR Environmental, Inc., Nashville, Tennessee, for the purchase of a new grinder to replace the one at the Emory Valley Sewer Pump Station and removal and repair of the existing grinder pump at the East Plant Sewer Pumping Station.

Funding

Funding for this project is available in the FY2020 Water Works Fund

Background

Oak Ridge has a network of small neighborhood sewer lift stations that collect wastewater for treatment at the main wastewater treatment plant (WWTP) on Monterey Road. Lafayette Drive and New York Avenue form a divide in the City's wastewater collection system between east and west Oak Ridge.

Wastewater from west Oak Ridge is collected by fourteen (14) lift stations before flowing by gravity to the WWTP. There are seventeen (17) sewer lift stations east of Lafayette Drive and New York Avenue that send wastewater to either the East Plant pumping station located on Cairo Road or the Emory Valley Road pumping stations before being pumped back west to gravity collection lines near Lafayette Drive. Specifically twelve (12) sewer lift stations contribute flow to East Plant pump station and five (5) discharge to Emory Valley Road pump station.

Smaller lift stations use submersible pumps that do not generally ingest and pass debris. The large pump stations (Emory Valley, East Plant, and Turtle Park) are designed such that the pump intakes are located in a wet pit. These types of stations operate at much higher flows and use larger pumps and motors located in mechanical rooms. The pump intakes on the wet pit type pump stations require protection from debris.

The Emory Valley Pump station was originally designed to have a commutator/grinder to serve as the primary protection device and in times of high flow there is a secondary manual bar screen device. While evaluating the pump station in an effort to restore performance to the rated pumping capacity public works learned the grinder failed and had been removed for repair but that it was determined to not be repairable. Since that time the bar screen has been serving as the only screening device. Without a functioning grinder the bar screen frequently clogs and must be cleaned daily including weekends to reduce debris from entering the wet pit. During wet weather events the bar screen is cleaned more frequently. Public Works had the wet pit cleaned out and removed four (4) dumpster loads of material. This material reduced the storage capacity of the wet pit causing the pumps to cycle more frequently and pump less efficiently.

A similar situation exists at the East Plant pumping station. The grinder at this location failed within the last several months but was still in place in the influent flow trough. The East Plant pumping station is

larger than Emory Valley requiring a grinder that is about twice as large. Both grinders are Muffin Monster brand manufactured by JWC Environmental of Santa Ana, CA. BAR Environmental Inc. out of Nashville, the manufacturer's representative for Tennessee removed the grinder at East Plant and determined it to be repairable.

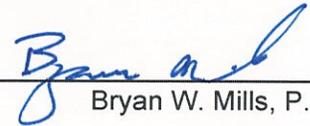
The cost for a replacement grinder at the Emory Valley location is \$58,277 and repair of the East Plant pumping station unit is \$36,000. Costs include material, labor, start up and yearly service for a period of five (5) years.

Council should be aware that Public Works did not do a public letting. The existing power packs' and control units at both locations are in good operating condition and installing Muffin Monster brand equipment will save purchasing new ones at a cost of approximately \$40,000. Public Works anticipates an annual cost saving of +\$20,000 in man hours saved by less frequent cleaning. Factoring in the reuse of existing power controls and reduction of man hours the ROI is less than three years. Public Works also believes the lack of influent protection is contributing to recurring sanitary sewer overflows (SSOs) at least two locations and while a cost cannot be assigned to an SSO Public Works is continuing to eliminate them whenever possible.

Council should be aware that Public Works has a long term plan for upgrades at East Plant pumping station to include installation of an automated self-cleaning bar screen however that project will need to be included in a future budget.

Recommendation

Public Works requested a quote for replacement of the grinder at Emory Valley and repair of the existing grinder at East Plant reusing the existing power packs and control units and five year maintenance agreements from BAR Environmental, Inc., the only Muffin Monster representative in the State of Tennessee. Staff recommends approval of the accompanying resolution.



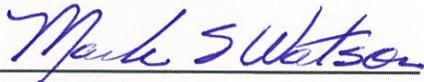
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Bryan W. Mills, P.E.

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**City Manager's Comments:**

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



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Mark S. Watson



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Date

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**Attachments:**

- BAR Environmental Proposal for Emory Valley Pump Station Grinder
- BAR Environmental Proposal for East Plant Pump Station Grinder
- City of Oak Ridge Pump Station Schematic Diagram

## Mills, Bryan

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**From:** Josh Spradlin <jspradlin@bar-enviro.com>  
**Sent:** Friday, March 27, 2020 2:51 PM  
**To:** Mills, Bryan  
**Cc:** Bobby Clemmer; Jason Smith  
**Subject:** FW: EV Pump Station And East Plant Pump Station  
**Attachments:** 30K (Datasheet).pdf; 30005-0040 InChannel Delta-P DOM 9-03-15 (Flow Curves).pdf; 30005-CD\_F (Grinder Drawing).dxf; 30005-CD\_F (Grinder Drawing).pdf; Oak Ridge TN Emory Valley PS 30005-040 (Specifications).doc

Bryan – as discussed this morning, please see break out for 5 year annual service contract and turnkey grinder install

Have a great weekend!

### Here is updated budget and scope:

#### Installation, Supply, Start-up/Training at the Emory Valley PS:

Number of units:	1
Model:	JWC Muffin Monster 30005-0040
Flow:	2000 GPM
Channel width Channel depth Weight:	15" Wide x 60" Deep
Weight of Unit:	1190 lbs

#### Muffin Monster Unit Equipment Scope:

- 30005-0040 Muffin Monster grinder with 17 tooth wipes cutters
- 4.3 GPM Hydraulic torque motor with 60' hoses. Reuse existing hydraulic power pack SO # - HO6N89.
- 304 S/S custom channel frame
- Reuse the existing JWC control panel Model # - PC2240 ; Serial # - 26368 ; Order # - 33133.

**Price Per Unit:           \$50,777**

- **Freight & Start-Up Included**

#### One yearly service check-up on grinder for 5 years from date of start-up (5 total visits). Service check-up shall include:

- Pull grinder and check for proper operation.
- Check hydraulic power pack and top off hydraulic fluid
- Cutter stack to be tightened.
- Check bearings/seals and checking cutter teeth for excess damage or wear and tear.
- Provide report to owner for upcoming maintenance work needed. Pricing shall be supplied to owner accordingly.

**Price Per Year:           \$1,500 (\$7,500 over 5 years)**

Sincerely,

*JD Spradlin, P.E.*

51 Century Blvd

Ste 307

Nashville, TN 37214

615-772-6078 (mobile)

615-373-0788 (office)

[www.bar-enviro.com](http://www.bar-enviro.com)

# BAR

**ENVIRONMENTAL, INC.**

a Ricky Bobby Company

## Mills, Bryan

---

**From:** Josh Spradlin <jspradlin@bar-enviro.com>  
**Sent:** Thursday, April 16, 2020 2:23 PM  
**To:** Mills, Bryan  
**Cc:** Jason Smith; Bobby Clemmer  
**Subject:** Oak Ridge - East PS Grinder Rebuild  
**Attachments:** CMA1101-2236\_[5].pdf

Bryan –

I'm still waiting on the screen proposal from Parkson, but I wanted to go ahead and get you this proposal to make sure I didn't leave out any details we've discussed lately.

Please review below and holler with questions:

As discussed this morning, I have also included the break out for 5 year annual service contract along with the turnkey grinder rebuild/install.

Talk soon!

**Here is updated budget and scope:**

**Supply parts, rebuild/exchange, re-installation, start-up/training at the Oak Ridge East PS for:**

Number of units: 1  
Model: JWC Muffin Monster CMD3210-XDS2.0

Muffin Monster Unit Equipment Scope:

- CMD3210-XDS2.0 Exchange Parts of Supply:
  - Upgrade Coil Drum to ½" Perf Drum w/ Brush
  - 7 Tooth Cam Cutters
  - 1:1 Stack Hardened Alloy STL
  - Buna N Elastomers
  - Cork & Rubber Gaskets
  - 60' H/H Assembly ½" QD (new hydraulic hose assembly)
  - With Vertical Shaft support with grease lines
  - New Wall Mount Frame Assembly (reference attached detail) – CMA1101-3229-SS
  - Reuse existing JWC hydraulic power pack and torque motor
  - Reuse existing JWC housing
  - Reuse existing JWC control panel
  - Less Spool
  - Paint Epoxy Green \*\*\*\*\* Grinder SN: TBD
  - O&M Manuals

**Price Per Unit: \$28,500**

**Freight & Start-Up Included**

**One yearly service check-up on grinder for 5 years from date of start-up (5 total visits). Service check-up shall include:**

- Pull grinder and check for proper operation.
- Check hydraulic power pack and top off hydraulic fluid
- Cutter stack to be tightened.
- Check bearings/seals and checking cutter teeth for excess damage or wear and tear.
- Provide report to owner for upcoming maintenance work needed. Pricing shall be supplied to owner accordingly.

**Price Per Year:           \$1,500 (\$7,500 over 5 years)**

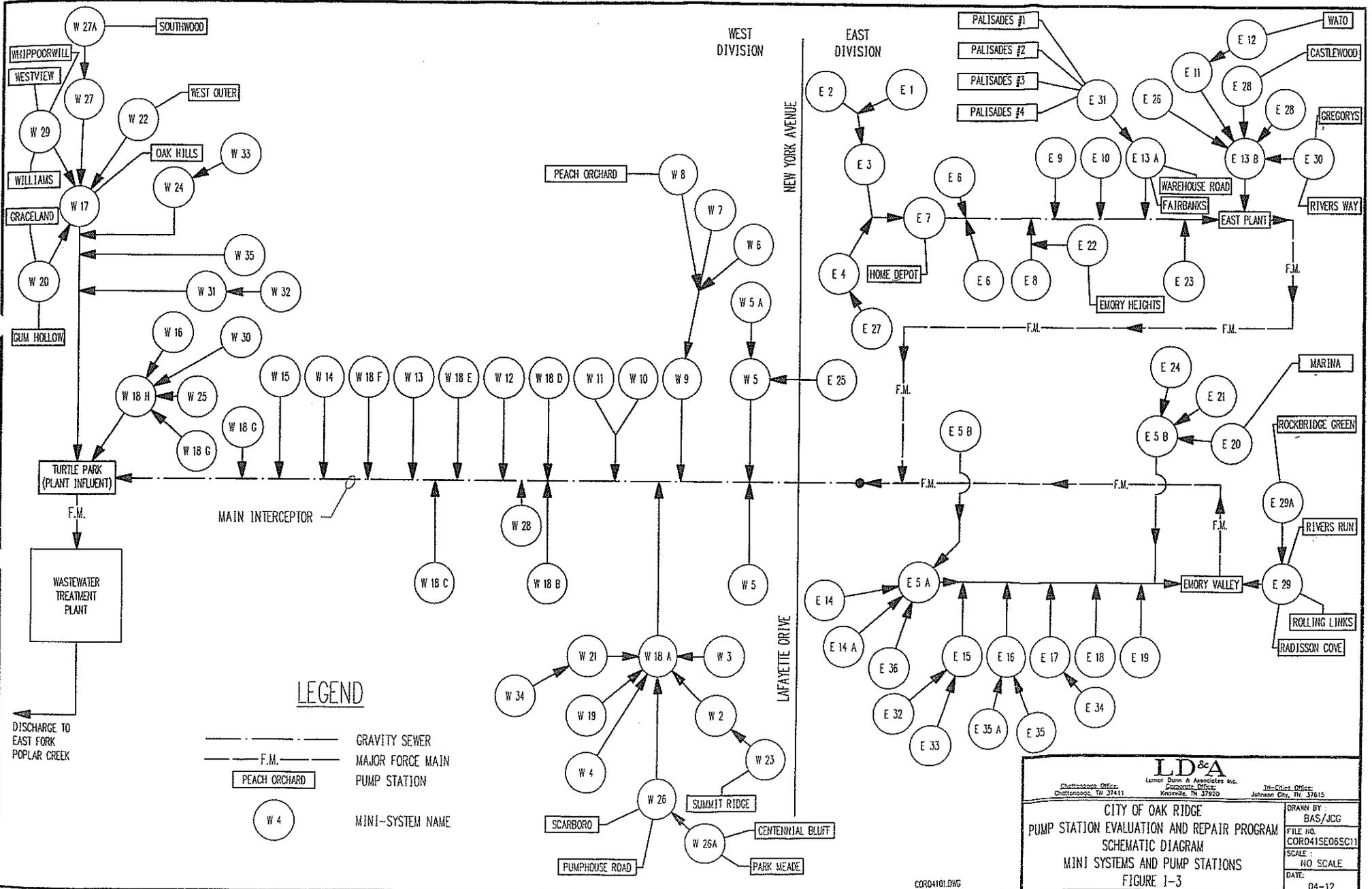
Sincerely,

*JD Spradlin, P.E.*

51 Century Blvd  
Ste 307  
Nashville, TN 37214  
615-772-6078 (mobile)  
615-373-0788 (office)  
[www.bar-enviro.com](http://www.bar-enviro.com)



P:\COR041\DESIGN\COR04101.dwg, 4/27/2012 1:06:57 PM, on, 1:1.05



**LEGEND**

————— GRAVITY SEWER  
 - - - - - F.M. MAJOR FORCE MAIN  
 [PEACH ORCHARD] PUMP STATION  
 (W 4) MINI-SYSTEM NAME

<b>LD&amp;A</b> Lemor Dorn & Associates Inc. Chattanooga Office: Chattanooga, TN 37411 Jacksonville Office: Jacksonville, TN 37602 Knoxville Office: Knoxville, TN 37920	
<b>CITY OF OAK RIDGE</b> PUMP STATION EVALUATION AND REPAIR PROGRAM SCHEMATIC DIAGRAM MINI SYSTEMS AND PUMP STATIONS FIGURE 1-3	
DRAWN BY BAS/JCG FILE NO. COR041SE06SC11 SCALE: NO SCALE DATE:	JOB NO. Johnson City, TN 37615 04-12

**RESOLUTION**

A RESOLUTION AUTHORIZING THE PURCHASE OF A REPLACEMENT GRINDER FOR THE EMORY VALLEY SEWER PUMP STATION AND THE REPAIR OF AN EXISTING GRINDER FOR THE EAST PLANT SEWER PUMP STATION, ALONG WITH A FIVE-YEAR SERVICE AGREEMENT FOR BOTH GRINDERS, FROM BAR ENVIRONMENTAL, INC., NASHVILLE, TENNESSEE, IN AN AMOUNT NOT TO EXCEED \$94,277.00.

WHEREAS, the City of Oak Ridge owns and operates a network of small neighborhood sewer lift stations that collect wastewater for treatment at the Wastewater Treatment Plant; and

WHEREAS, a replacement grinder is needed for the Emory Valley Sewer Pump Station, which grinder has failed and has been evaluated for repair but is irreparable; and

WHEREAS, the grinder at the East Plant Sewer Pump Station has also failed but is reparable; and

WHEREAS, grinders are an integral part of the stations' operations serving to protect the pumps from debris and, during times of failure, result in frequent clogs that need at least daily cleaning; and

WHEREAS, both grinders are Muffin Monster brand equipment with BAR Environmental, Inc., Nashville, Tennessee, being the manufacturer's representative for Tennessee; and

WHEREAS, the cost of the replacement grinder for the Emory Valley Sewer Pump Station is \$58,277.00, which includes parts and labor and a five-year service agreement; and

WHEREAS, the cost to repair the grinder for the East Plant Sewer Pump Station is \$36,000.00 which includes parts and labor and a five-year service agreement; and

WHEREAS, the City Manager recommends a waiver of the competitive bid process and making an award to BAR Environmental, Inc., as the Muffin Monster representative for Tennessee.

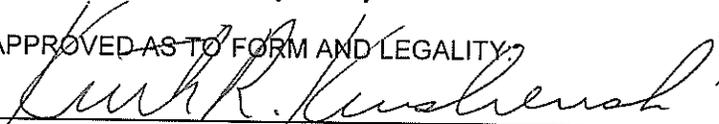
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to BAR Environmental, Inc., 51 Century Boulevard Ste 307, Nashville, Tennessee 37214, for a replacement grinder for the Emory Valley Sewer Pump Station and a repaired grinder for the East Plant Sewer Pump Station in an amount not to exceed \$94,277.00 which includes a five-year service agreement for both grinders.

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

This the 11th day of May 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  
20-28**

**DATE:** May 1, 2020  
**TO:** Mark S. Watson, City Manager  
**FROM:** Shira A. McWaters, P.E., Public Works Director  
**SUBJECT:** LIBRARY ROOF REPLACEMENT

Introduction

An item for City Council's consideration is the recommendation for approval of a resolution authorizing a contract in the not to exceed amount of \$609,267.00 with EsKola Roofing, LLC., located in Knoxville, Tennessee , for the replacement of the Library roof. The total not to exceed price includes the base bid price of 559,267.00 and an allowance of up to \$50,000 for contingencies.

Funding

Funds are available in the Capital Projects Fund.

Background/Analysis/Review/Consideration

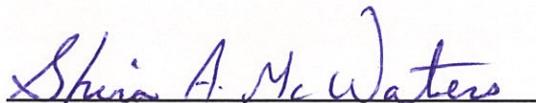
In March 2020, RoofConnect conducted testing on the different Library roof sections. A total of 54 roof cores were cut and used to evaluate the lightweight deck moisture and structural condition. During this investigative testing, the mechanical roof section (middle section) was evaluated at failure. This section will require the entire roof decking to be removed and replaced. Subsequent to the original 2017 roofing needs report completed by RoofConnect, a new chiller unit was installed on this roof and will require temporary removal so the roof can be repaired. There two factors are the primary reason associated with the increased cost associated with this project.

The remaining roof sections are in better condition and do not require full deck replacement. Work will be completed in phases to accommodate different Library functions and to minimize impacts. The estimated timeframe for completion is approximately 2 to 3 months and is weather dependent.

Recommendation

Sealed bids were solicited, and responses were received from three bidders. Based on this information, Public Works is satisfied with the results of the bid process and recommends award of the contract to EsKola Roofing, located in Knoxville, TN, in the not to exceed amount of \$609.267.00.

Attachment(s)  
Abstract of bids  
RoofConnect – Deck Evaluation Survey Report

  
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

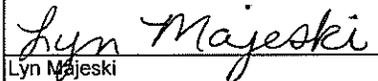
5-6-2020  
Date

**CITY OF OAK RIDGE, TENNESSEE**

**Abstract of Bids**

FY2020-160

OPENING DATE: April 28, 2020 2:00 P.M.

FOR --- Oak Ridge Public Library - Roof Replacement		BIDDER: Eskola, LLC 2418 N. Morelock Road Morristown, TN 37814		BIDDER: Henley Roofing Co. 514 Gamble Drive Heiskell, TN 37754		BIDDER: E Cornell Malone Corporation 6214 Enterprise Drive Knoxville, TN 37919		BIDDER:		
DESCRIPTION	ITEM	QUANTITY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
THE FURNISHING OF ALL LABOR, MATERIALS, SUPPLIES, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES NECESSARY FOR THE PUBLIC LIBRARY - ROOF REPLACEMENT PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE, PUBLIC WORKS DEPARTMENT				\$ 559,267.00		\$ 606,000.00		\$ 647,533.00		
ALLOWANCE NOT-TO EXCEED				\$ 50,000.00		\$ 50,000.00		\$ 50,000.00		
<b>TOTAL PRICE</b>				\$ 609,267.00		\$ 656,000.00		\$ 697,533.00		
<b>TERMS</b>				Net 30		Net 30		Net 30		
<b>DELIVERY</b>				Per Contract		Per Contract		Per Contract		
<b>F.O.B.</b>				Oak Ridge		Oak Ridge		Oak Ridge		
<b>VIA</b>				Vendor		Vendor		Vendor		
Advertised on the City's Website for 29 days										
<b>OTHER BIDDERS CONTACTED:</b>							<b>BIDS OPENED AND RECORDED BY---</b>			
Dixie Roofing, Inc. - Powell, TN		Adams Roofing & Remodeling - Loudon, TN		KH Commercial Roofing - Knoxville, TN		 Lyn Majeski Purchasing Manager				
Rackley East TN - Knoxville, TN		Progressive Roofing - Birmingham, Al		AAR of North Carolina, Inc. - Kernersville, NC						
Porter Roofing Contractors, Inc. -Morrison, TN		Ideal Building Solutions - Norcross, GA		Larimer Shannon Group - Atlanta, GA						
Brogdon Roofing - Oak Ridge, TN		Tri State Roofing - Chattanooga, TN		Beacon Roofing Supply Company - Knoxville, TN						
Zurix Roofing - Knoxville, TN		Genesis Roofing - Hendersonville, TN								
Anderson Lumber Company, Inc. - Alcoa, TN		Mid Atlantic Roofing Supply - Gallatin, TN								
<b>REASON FOR AWARD:</b>					<b>RECOMMEND AWARD BE MADE TO:</b>					
ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/>					Eskola, LLC 2418 N. Morelock Road Morristown, TN 37814					
					<b>BIDS REVIEWED BY---</b>					
					 Dallas Dyce Accounting Manager					

**Deck Evaluation Survey  
Report**

**City of Oak Ridge  
Oak Ridge Public Library  
1401 Oak Ridge Turnpike  
Oak Ridge, TN 37830**



**Prepared For:**

**City of Oak Ridge  
100 Oak Ridge Rd  
Woodbury, TN 37190**

**Report Author:**

**Greg Shahan  
Senior Consultant**

**Report Date: March 3, 2020**

## Deck Evaluation

### 1. Executive Summary

RoofConnect was commissioned by City of Oak Ridge to perform an Deck Evaluation of Oak Ridge Public Library, 1401 Oak Ridge Turnpike, Oak Ridge, TN. The purpose of the deck evaluation was to attempt to identify suspected areas of subsurface moisture in the existing lightweight deck system. .

Fifty Four (54) roof cores were cut on each over the library to evaluate the lightweight deck moisture and structural condition. A sample of the deck was removed for asbestos testing. The results of the asbestos test will be independent of this report. Roof cores were taken every 500 square feet or less in a grid pattern over the building. The results of the core provides a general assessment of deck moisture and condition. The results will provide a good guideline on overall deck condition, but only provided limited information. The deck condition at each core represents a small area of the roof. There may be damp or damaged decking undiscovered under the roof ballast and membrane. The testing is limited but effective on determining a general deck condition. There are a few areas of ponding water. Cores were not taken in ponding water areas. Potential wet decking I possible under the ponded area. We will not know until the roof is removed during the roofing process. Please see core pattern on attached Drawing 1.

The building has five (6) roof sections. The **main roof and penthouse, East Roof** existing roof construction profile consists of a metal pan and lightweight tapered deck, 1.5" Extruded Polystyrene insulation, single-ply EPDM with Ballast Rock. The vertical flashing surfaces consist of EPDM membrane set in rubberized adhesive. The **three mechanical roofs** existing roof construction profile consists of a poured concrete and lightweight tapered deck, 1.5" Extruded Polystyrene insulation, single-ply EPDM with Ballast Rock. The vertical flashing surfaces consist of EPDM membrane set in rubberized adhesive.

#### **Main roofs and Penthouse**

The overall condition of the deck is fair to good. We found two small damp cores on this area. Both areas are near drains which are high leak areas. There are other cores with minor moisture on surface of deck. But not enough to cause any great concern. The deck structure is good with minor cracks and breaks. Water drains well off the roof with one or two ponding areas on the roof. Those area can be corrected during the roofing process. The deck has minor degradation on the surface of the deck. Some crumbing and broken pieces of deck discovered at cores. Digging deeper in the deck discovered solid deck with good structure. There is uneven areas of the deck that may cause problems with rigid board insulation installation.

#### **Mechanical Roofs**

The overall condition of these decks is failure. All the core discovered saturated lightweight deck. The deck is structurally unstable and deteriorated. Water can be squeezed out of the lightweight material. The deck structure is bad with major breakdown of lightweight materials. The deck is unusable on these three roof sections. Please refer to drawing #2 for failed deck areas.

\*\* One of these areas is the roof with the large chiller unit. We looked at this roof and determined it could be roofed if the cross support beam is removed for the roofing project. Then reinstall the crossbeam after the roofing takes place. With this approach, it may be impossible to remove the damaged lightweight from under the chiller unit. An unorthodox approach may be needed for this section of roof. Depending on the difficulty and expense the city wishes to provide for this roof section, all options need to be discussed for the roofing process.

## Deck Evaluation

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### **Recommendation**

Based on the results of the deck assessment, it is our opinion the deck on the main roof, penthouse, and east roof is stable for the reroofing process. The deck on the mechanical room roofs need to be removed down the concrete deck. The drain heights may need to be adjusted and new lightweight or tapered insulation installed before a new roof is installed.

### **Options**

Since the main deck is stable. There are two options for the roofing process.

**Option 1** is to add lightweight pour on top of the existing decking. Removing the ballast rock from the roof allows to the weight of the new lightweight concrete. The slope can be enhanced with Extruded Insulation fill pieces that guide the slope of the roof. There is enough wall height to accommodate the new lightweight pour. Then install insulation and roof membrane in adhesive. The logistics of the install and deck cost are the deciding factors for this option.

**Option 2** is to install a new base sheet vapor retarder over the existing lightweight deck. Lay a Gypsum recovery board over the base sheet and mechanically fasten the Gypsum board to the lightweight and metal pan. Fastener pull tests are needed to determine if there is enough strength to hold a fastener in the deck. Then install 5" of Polyisocyanurate Board and High Density board for hail damage. Then install the roof System. The cost of this system needs to be compared to the poured lightweight system for comparisons of cost and quality.

End of Executive Summary

Deck Evaluation

Photos



*Figure 1: Metal pan on bottom of deck. Lightweight poured on top of metal pan. This is main/penthouse and east roof construction.*



*Figure 2: General condition of lightweight. Minor cracks but structurally stable deck.*

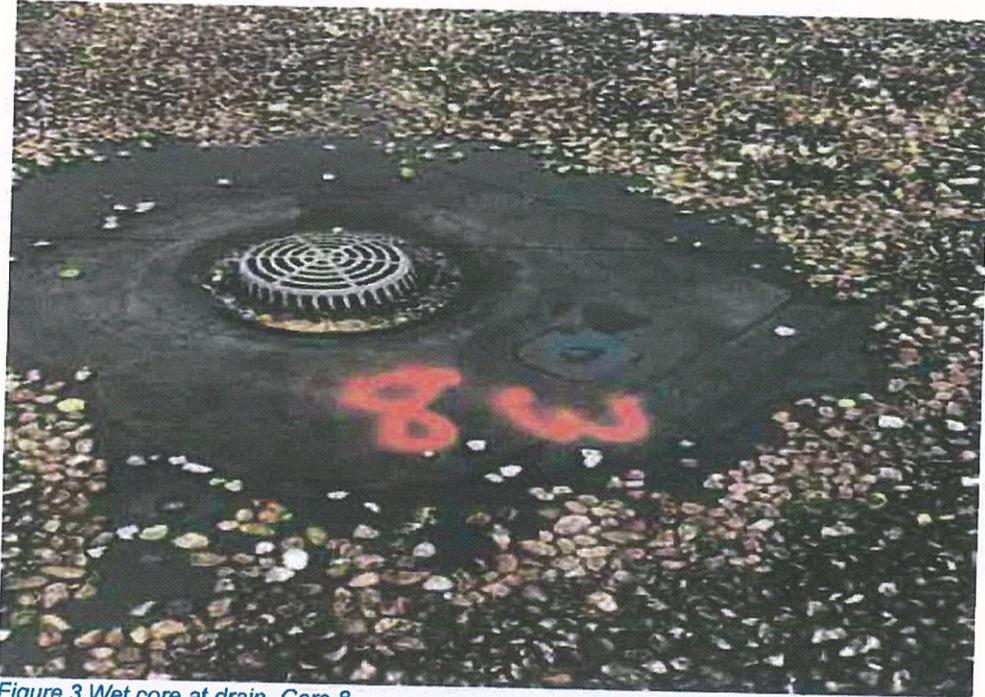


Figure 3 Wet core at drain. Core 8.



Figure 4 Overview of main roof facing east.

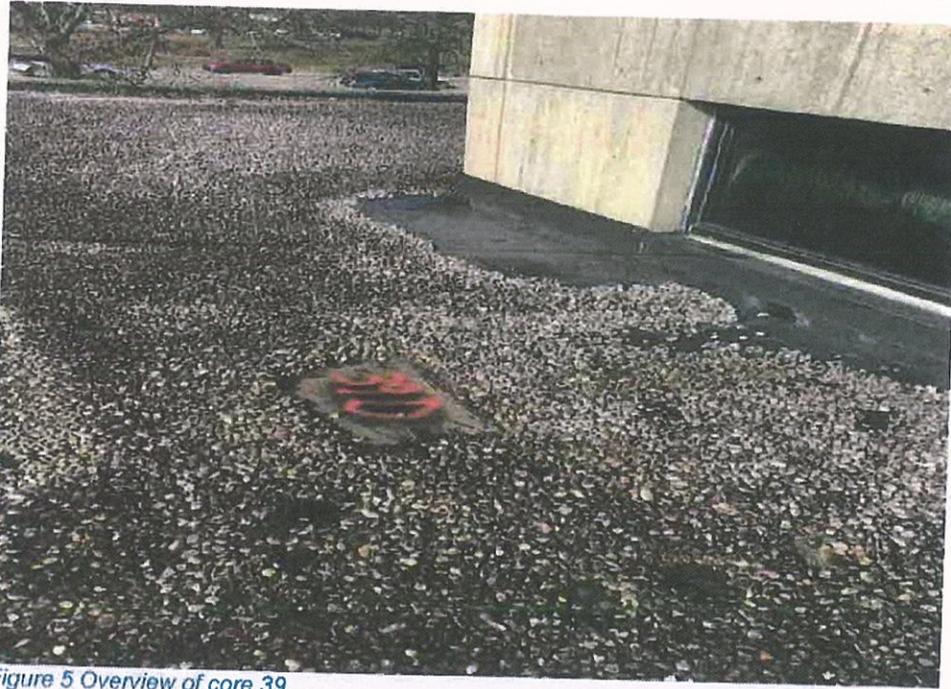


Figure 5 Overview of core 39.



Figure 6 Core 48 on penthouse.

Deck Evaluation



Figure 7 Overview of mechanical room roof. Entire deck is wet.



Figure 8 Large chiller over mechanical room

Deck Evaluation

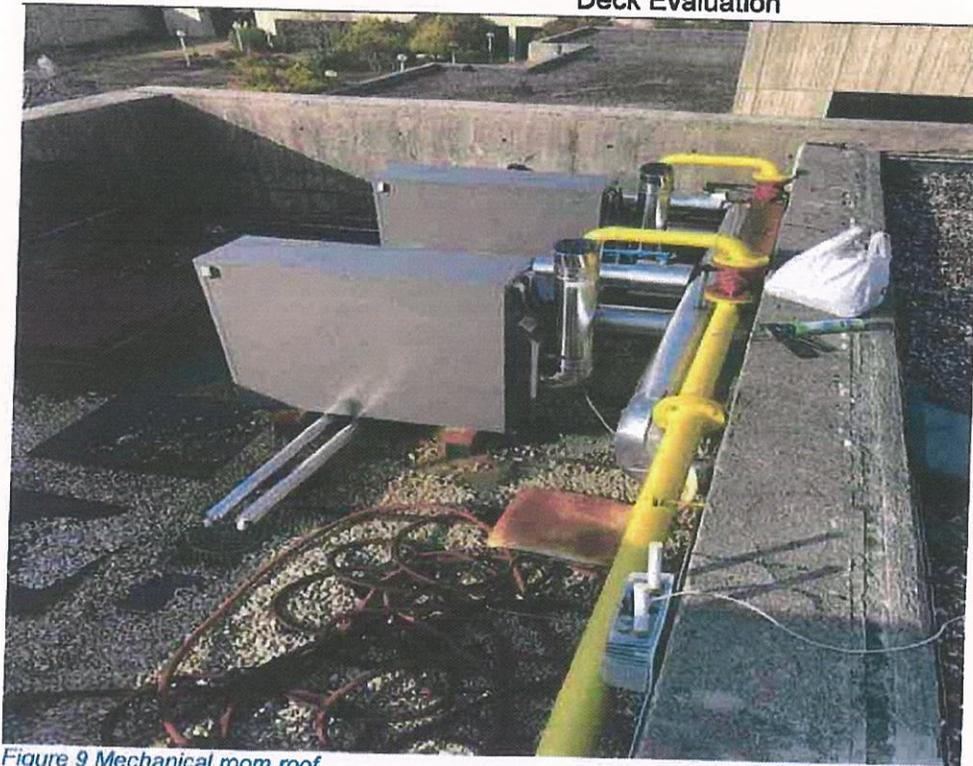


Figure 9 Mechanical room roof

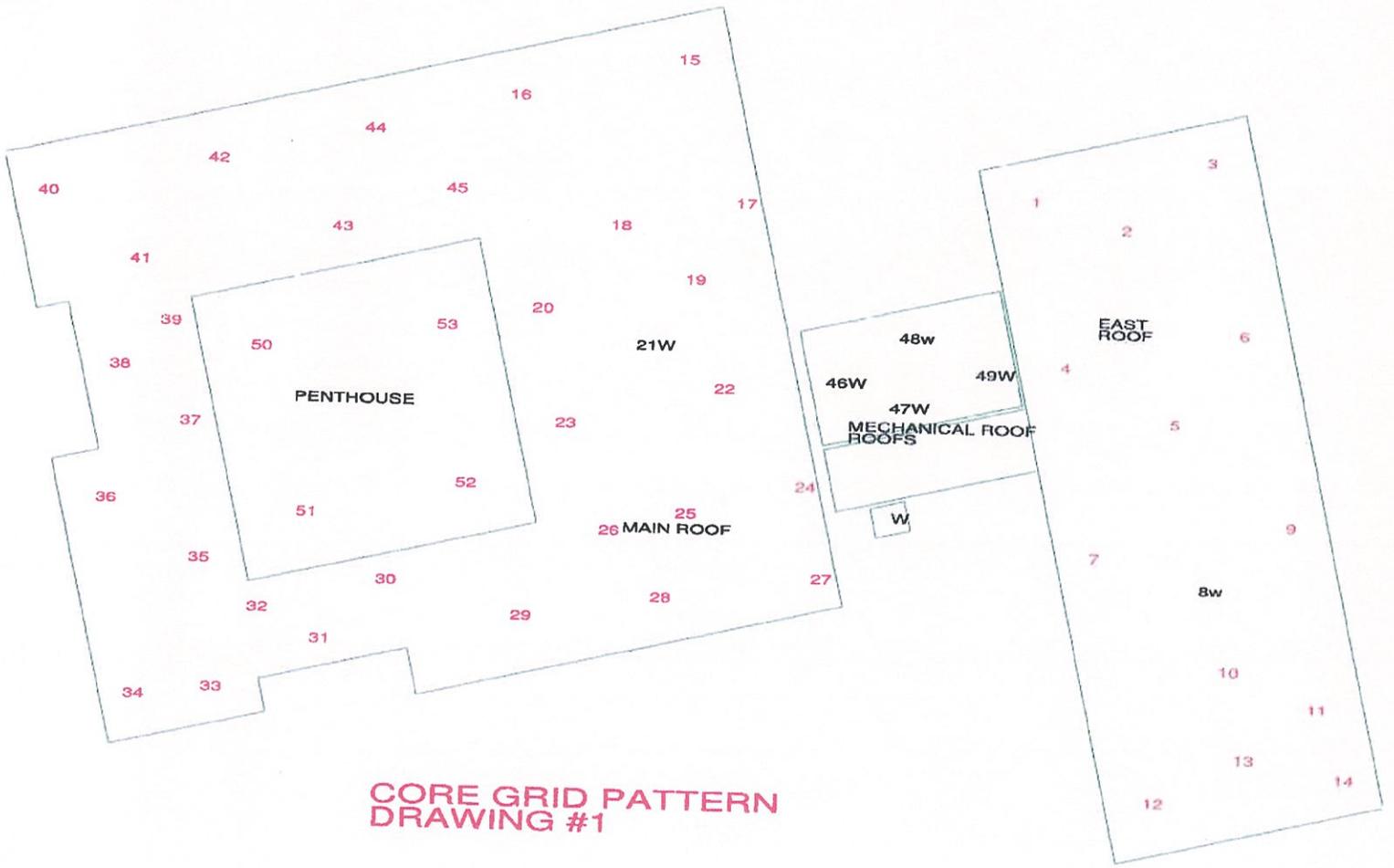


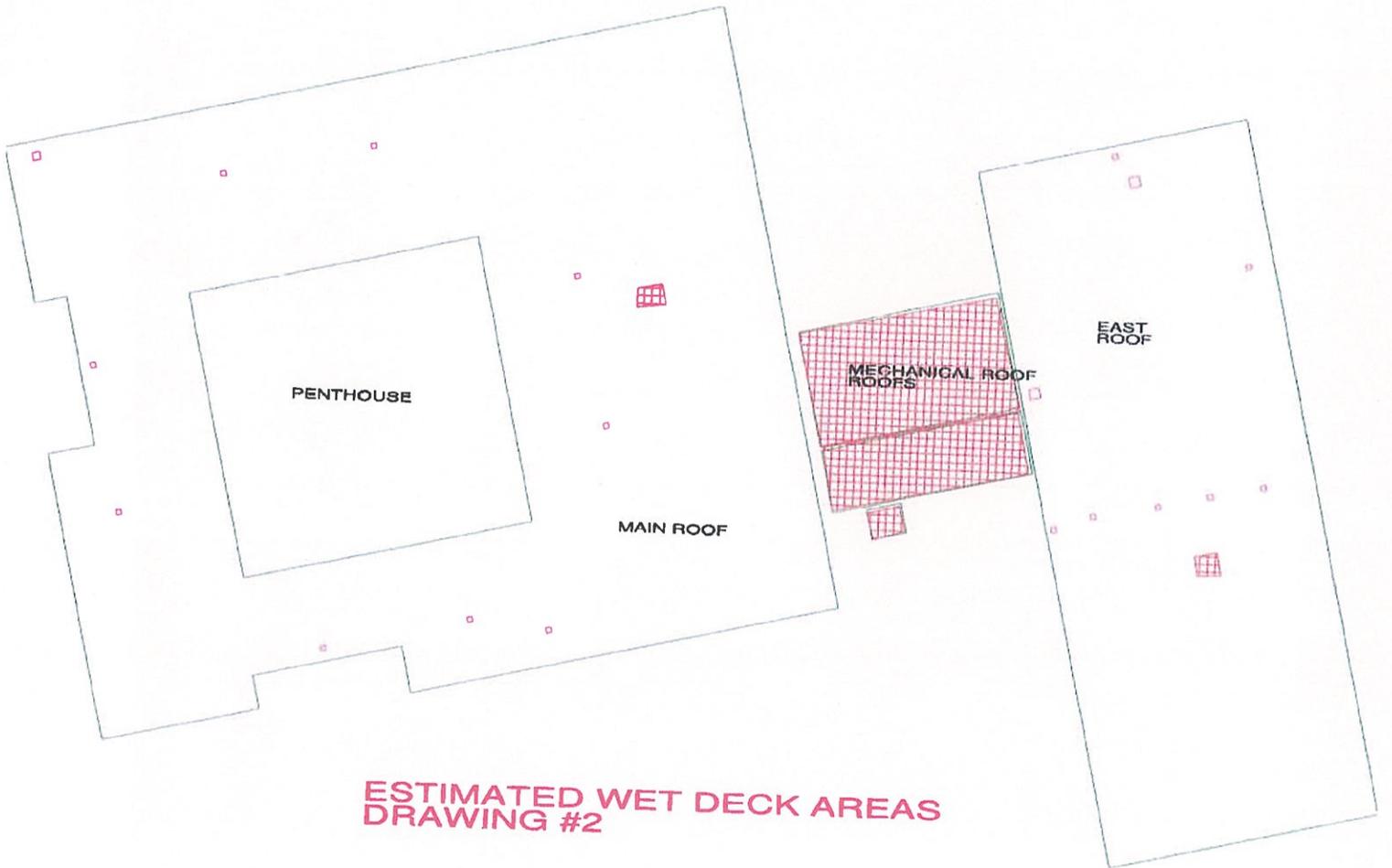
Figure 10 Concrete deck of mechanical room roofs.

General

Based on the observed conditions, Roofconnect recommends that the recommended Work identified in the "Executive Summary" sections should be implemented as soon as possible. The construction documents should be prepared by a Roof Consulting Professional so that competitive bids based on an identical scope of work.







**RESOLUTION**

A RESOLUTION AWARDING A CONTRACT (FY2020-160) TO ESKOLA LLC, MORRISTOWN, TENNESSEE, FOR ROOF REPLACEMENT AT THE OAK RIDGE PUBLIC LIBRARY IN AN AMOUNT NOT TO EXCEED \$609,267.00.

WHEREAS, the roof at the Oak Ridge Public Library is in need of replacement, with the mechanical roof section at complete failure requiring the entire roof decking to be removed and replaced; and

WHEREAS, bids were received and publicly opened on April 28, 2020, with Eskola LLC, Morristown, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

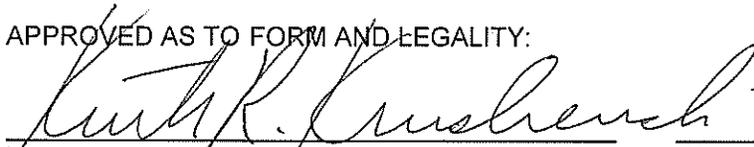
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and award is hereby made to Eskola LLC, 2418 N. Morelock Road, Morristown, Tennessee 37814, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services necessary for roof replacement at the Oak Ridge Public Library; said award in strict accordance with contract number FY2020-160, the required specifications, the bid as publicly opened on April 28, 2020, and in an amount not to exceed \$609,267.00, which amount includes a \$50,000.00 contingency for potential unknown quantities that will not be known until the old roof is removed.

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

This the 11th day of May 2020.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Warren L. Gooch, Mayor

\_\_\_\_\_  
Mary Beth Hickman, City Clerk

ELECTIONS

&

APPOINTMENTS

ANNOUNCEMENTS

SCHEDULING

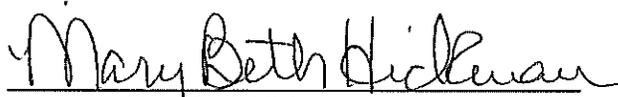
**CITY CLERK MEMORANDUM**  
**20-08**

DATE: April 28, 2020  
TO: Honorable Mayor and Members of City Council  
FROM: Mary Beth Hickman, City Clerk  
SUBJECT: APPOINTMENT TO YOUTH ADVISORY BOARD SCREENING PANEL

City staff has begun accepting applications to elect new members to the Youth Advisory Board (YAB) for the 2020-2021 school year.

Resolution No. 6-54-08, Section 2 states that the "members of the Youth Advisory Board (YAB) shall be appointed by the Oak Ridge City Council upon recommendation by a YAB Screening Panel which shall be composed of one member of City Council, one member of the faculty of the Oak Ridge Schools, and the City staff member assigned to work with the Board."

In 2019, Councilmember Jim Dodson began his third term on the panel and has expressed an interest in serving again. In accordance with the abovementioned resolution, City Council will need to appoint a Council representative to this panel.

  
Mary Beth Hickman  
Mary Beth Hickman