

**OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom**

May 10, 2010 – 7:00 p.m.

AGENDA

1. INVOCATION

The Reverend Joe Westfall, Disciples of Christ Church

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPEARANCE OF CITIZENS

5. APPROVAL OF AGENDA

6. RECOGNITION OF VISITORS

7. PUBLIC HEARING

Proposed FY 2011 Budget for the City of Oak Ridge

- a. Citizen Participation
- b. City Council Discussion

8. SPECIAL REPORTS

a. Mayor and City Council

Mayor Tom Beehan: Suggested Timeline for City Manager Search Process

b. Special Committees

Councilman Tom Hayes: City Attorney Evaluation Committee Report

9. FIRST READING OF NEW ORDINANCES

AN ORDINANCE TO PROVIDE REVENUE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2010, BY IMPOSING A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS.

10. RESOLUTIONS – BIDS AND CONTRACTS

A resolution awarding a contract in the estimated amount of \$77,850.00 to Rogers Group, Inc., Oak Ridge, Tennessee, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services for the construction of a parking lot at Elza Gate Park.

12. ADJOURNMENT

PUBLIC HEARING

**CITY CLERK MEMORANDUM
10-29**

DATE: May 6, 2010

TO: Honorable Mayor and Members of City Council

FROM: Jacquelyn J. Bernard, City Clerk

SUBJECT: PUBLIC HEARING

A public hearing has been scheduled for the May 10, 2010 City Council meeting on the Proposed FY 2011 Budget for the City of Oak Ridge.

This hearing will be devoted to public participation until all speakers have been heard. It will then be devoted to informal discussion of the budget by members of City Council.

No action can be taken during this public hearing.


City Clerk

SPECIAL REPORTS

MAYOR'S MEMORANDUM
10-07

DATE May 6, 2010

TO: Fellow Members of City Council

FROM: Mayor Tom Beehan

SUBJECT: SUGGESTED TIMELINE FOR CITY MANAGER SEARCH PROCESS

Attached is the suggested timeline that was received from Mr. Jim Mercer yesterday via e-mail. It is presented for your approval.

Unfortunately, there appears to be some misunderstanding about The Mercer Group's role as it relates to the interview process during the finalist candidates' time in Oak Ridge. While The Mercer Group will certainly have some input into that process when the time comes, the ultimate decision will be made by City Council. That was the case in 2004. Once the timeline has been agreed upon, not only will Mr. Mercer have his authorization to proceed, the City Manager Search Committee can begin working on plans for the interview process, subject to finalization of details after the number of candidates becomes known. To give you some idea of how the schedule might proceed, I am including the following which was taken directly from the previous Search Committee's report to the Council in this regard:

The schedule (attached) calls for the following:

- 1. A 1½-hour tour of Oak Ridge to be guided by the Interim City Manager and the Director of Recreation and Parks.*
- 2. Interviews with each member of City Council (25 minutes, one candidate at a time).*
- 3. Interviews with the City's Department Heads as a body (25 minutes, one candidate at a time).*
- 4. A public forum/citizen reception, the formal portion of which will be conducted by the League of Women Voters.*
- 5. Lunch with the Mayor.*
- 6. Dinner with the entire Council.*

Let me repeat, this is just an example. It will be up to the Search Committee, working with Mr. Jim Mercer, to prepare the plan for this search process and that plan will be presented to the Council for final approval.

Also, please keep in mind that The Mercer Group is working under a contract with the Council and needs the Council's cooperation if it is to meet the terms of that contract. The time involved in the approval of the recruitment brochure has already caused considerable delay.

Your approval of the attached timeline is recommended.



Mayor

Attachment

**CITY OF OAK RIDGE
CITY MANAGER SEARCH
SUGGESTED TIMELINE FOR SEARCH PROCESS**

Aggressively Source and Recruit Candidates	April 27-June 3, 2010
E-Mail Progress Reports to City	Weekly
Cutoff Date for Receipt of Applications	June 4, 2010
Meet with City Council to Review Candidates of Interest	June 8, 2010
(Consultant) Conduct Interviews, Reference and Background Checks on Candidates	June 9-23, 2010
Report to City Council on Finalist Candidates	June 24, 2010
Interviews of Candidates by City Council	June 28-29, 2010
Decision on Selected Candidate	June 30, 2010
Negotiate with Selected Candidate	June 30-July2, 2010
New City Manager Reports to Work	30 to 60 Days Later
Close off Search	July 5, 2010

MEMORANDUM

DATE: May 6, 2010

TO: Fellow Members of City Council

FROM: City Attorney Evaluation Committee
Councilman Thomas W. Hayes, Chair
Councilman L. Charles Hensley
Councilwoman D. Jane Miller

SUBJECT: CITY ATTORNEY EVALUATION PROCEDURE

The City Attorney Evaluation Committee met on May 5, 2010 to develop a recommendation regarding the procedure for evaluating the performance of the City Attorney over the past year. All of the Committee members were present along with the City Attorney and the City Clerk. The Committee reviewed the City Attorney's Employment Agreement, the evaluation questionnaire that was used by City Council in its evaluation of his performance last year, and the City Attorney's progress report on goals and objectives for the previous evaluation period. It was noted that the Employment Agreement stipulates that formal evaluations of the City Attorney shall be conducted on an annual basis by May 30th of each year. A copy of the Employment Agreement is attached.

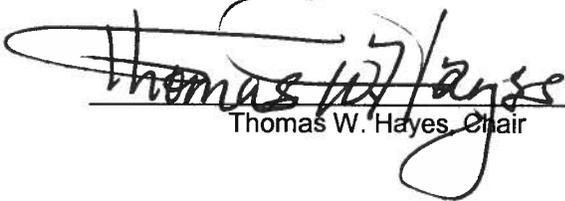
In considering the evaluation questionnaire, the Committee recalled that it had undergone thorough review and refinement by the FY 2008 Evaluation Committee, and it was the consensus that it had served its purpose well and was worthy of use this year as is. A copy is attached. The Committee also agreed to recommend continuation of the past practices of (1) requesting that the City Attorney submit a progress report and evaluation of his goals and objectives for this evaluation period and (2) that the City Manager (Interim City Manager, Gary Cinder) be requested to provide comments on the City Attorney's performance for this same period.

The Committee proposes the following schedule for completion of the evaluation process:

May 5	Committee meeting to approve the procedure to be recommended to City Council and to develop a schedule for completing the evaluation process.
May 10	Presentation of the Committee's recommendations to City Council.
May 11	Assuming City Council approval of the Committee's recommendations, distribution of the evaluation packet, including the City Attorney's progress report on FY 2009/2010 goals and objectives and the Interim City Manager's comments on his performance, to Council members.
May 18	Deadline for return of the completed evaluation questionnaires to the City Clerk.
May 24	Committee meeting to review the summary of the evaluation questionnaires prepared by the City Clerk and to develop recommendations regarding the City Attorney's salary and/or other amendments to his Employment Agreement.
June 7	Presentation of the Committee's final report and recommendations to City Council.

CITY ATTORNEY EVALUATION PROCEDURE
May 6, 2010
Page 2

The City Attorney Evaluation Committee unanimously recommends your approval of this procedure, including the evaluation questionnaire, the input to be obtained from the City Attorney and the City Manager, and the schedule for completing the evaluation process.



Thomas W. Hayes, Chair

Attachments

EMPLOYMENT AGREEMENT City Attorney

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

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

Section 1. Duties

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

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

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

Section 2. Term

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

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

C. Except as otherwise herein stated, this Agreement shall become effective as of March 1, 2001, and shall continue in effect until March 1, 2014, except as provided in Section 2, Paragraph D. (Amended 6/2/03, Resolution No. 6-70-03; 5/23/05, Resolution No. 5-54-05; 6/19/06, Resolution No. 6-64-06; 5/21/07, Resolution No. 5-58-07; 5/19/08, Resolution No. 5-45-08; 5/18/09, Resolution 5-44-09)

City Attorney

D. In order to extend the term of this Agreement, City Council shall take action no later than six months prior to the expiration of the current term . However, upon the request of the City Attorney during this same period, City Council shall make a decision as to whether it desires to extend said Agreement. (Amended 6/3/02, Resolution No. 6-60-02; 5/19/08, Resolution No. 5-45-08)

Section 3. Performance Evaluation

A. No later than July 1st of each year, City Council and the City Attorney shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Attorney. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided. Thereafter, City Council and the City Attorney may modify the performance criteria and the goals and objectives during the annual evaluation process. (Amended 5/19/08, Resolution No. 5-45-08)

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

Section 4. Code of Ethics

The City Attorney agrees to adhere to the standards of the American Bar Association Code of Professional Responsibility and the City of Oak Ridge Ethics Ordinance, and to conduct himself accordingly. (Amended 5/19/08, Resolution No. 5-45-08)

Section 5. Termination and Severance Pay

A. In the event the City Attorney's employment is terminated by the Council at its will and pleasure during such time that the City Attorney is willing and able to perform his duties under this Agreement, due to Kenneth R. Krushenski's longevity as City Attorney and his consistently high performance during fiscal years 2002 through 2009, the City agrees to pay to Mr. Krushenski a lump sum cash payment equal to nine (9) months' aggregate salary plus any accrued leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Attorney's matching portion of benefits provided for and during said nine (9) months' severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Attorney then in effect. Provided, however, that in the event the City Attorney is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Attorney of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness. (Amended 5/18/09, Resolution No. 5-44-09)

City Attorney

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

Section 6. Disability

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

Section 7. Salary

A. City agrees to pay the City Attorney for his services rendered pursuant hereto an annual base salary of \$102,460.80, retroactive to February 22, 2009, and payable in installments at the same time as other City employees are paid. (Amended 6/3/02, Resolution No. 6-60-02; 5/18/04, Resolution No. 5-71-04; 5/23/05, Resolution No. 5-54-05; 6/19/06, Resolution No. 6-64-06; 5/21/07, Resolution No. 5-58-07; 5/19/08, Resolution No. 5-45-08; 5/18/09, Resolution No. 5-44-09).

B. In addition, the City Attorney shall be entitled to longevity payments in the same manner as other City employees and as specified in Article 6 of the Personnel Plan for Employees of the City of Oak Ridge. (Amended 6/19/06, Resolution No. 6-64-06)

C. City agrees to increase said base salary and/or other benefits of the City Attorney in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance evaluation developed as required by Section 3 of this Agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Attorney. (Amended 6/19/06, Resolution No. 6-64-06)

Section 8. Hours of Work

A. The City of Oak Ridge requires the full-time service of its City Attorney and, therefore, in the event the City Attorney is not available for his duties, he shall designate the Senior Staff Attorney as his representative to be responsible in his place, and so inform members of City Council when appropriate. (Amended 5/19/08, Resolution No. 5-45-08)

Section 9. Communications Equipment

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

Section 10. Dues and Subscriptions

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

City Attorney

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

Section 11. Professional Development

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

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

Section 12. General and Emergency Leave

A. The City Attorney shall accrue general and emergency leave in the same manner as other City employees and as specified in Article 11 of the Personnel Ordinance.
(Amended 5/19/08, Resolution No. 5-45-08)

B. As of the date of commencement of the term of employment, the City Attorney shall have credited to his account ten (10) days of sick leave and one hundred twenty (120) hours of annual leave. Thereafter, the City Attorney shall accrue, and have credited to his personal account general leave and emergency leave at the same rate as other employees of the City. The City Attorney shall be entitled to all leave and employee benefit programs granted to all general employees of the City.
(Amended 5/19/08, Resolution No. 5-45-08)

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

The City agrees to provide medical, dental, disability, long-term care and life insurance benefits to the City Attorney and to pay the premiums thereon equal to that which is provided all other general employees of the City.
(Amended 5/19/08, Resolution No. 5-45-08)

Section 14. Retirement

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

Section 15. Liability Protection

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

City Attorney

Section 16. Bonding

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

Section 17. Residence

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

Section 18. General Provisions

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

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

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

City Attorney

ATTEST:

City Clerk

2009 CITY ATTORNEY EVALUATION QUESTIONNAIRE

Rating Scale 1- 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

COURTESY AND COMMUNICATION SKILLS	1	2	3	4	5	0
1. Is the City Attorney accessible, responsive, considerate and courteous in his interactions with you?						
Comments:						
2. Are the City Attorney's legal opinions and/or advice given in a timely manner?						
Comments:						
3. Does the City Attorney create a sense of trustworthiness when interacting with him?						
Comments:						
4. Does the City Attorney keep the Council informed about current issues, legal activities, decisions, and goals?						
Comments:						

2009 CITY ATTORNEY EVALUATION QUESTIONNAIRE

Rating Scale 1– 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

COURTESY AND COMMUNICATION SKILLS (Continued)	1	2	3	4	5	0
5. Does the City Attorney communicate well with a wide range of persons, including citizens, Council members, staff and other attorneys?						
Comments:						
KNOWLEDGE AND ADAPTABILITY	1	2	3	4	5	0
1. Does the City Attorney demonstrate a thorough knowledge and understanding of municipal law?						
Comments:						
2. Is the City Attorney knowledgeable about City issues and about legal trends that may impact the City?						
Comments:						
3. How would you rate the City Attorney's advice on ordinance changes, drafting of new ordinances and amendments?						
Comments:						

2009 CITY ATTORNEY EVALUATION QUESTIONNAIRE

Rating Scale 1– 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

KNOWLEDGE AND ADAPTABILITY (Continued)	1	2	3	4	5	0
4. Are the City Attorney's legal opinions and/or advice concise and understandable and helpful to you in the performance of your job?						
Comments:						
5. Does the City Attorney demonstrate openness to alternative approaches?						
Comments:						
6. Does the City Attorney adjust rapidly to changes in plans or procedures?						
Comments:						
ADMINISTRATIVE SKILLS AND EFFECTIVENESS	1	2	3	4	5	0
1. Does the City Attorney function effectively under pressure?						
Comments:						

2009 CITY ATTORNEY EVALUATION QUESTIONNAIRE

Rating Scale 1– 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

ADMINISTRATIVE SKILLS AND EFFECTIVENESS (Cont.)	1	2	3	4	5	0
2. Does the City Attorney demonstrate leadership that contributes to achieving the City's goals and objectives?						
Comments:						
3. Does the City Attorney effectively evaluate legal problems and alternatives?						
Comments:						
4. Has the City Attorney demonstrated effectiveness in avoiding unnecessary legal controversy?						
Comments:						
PERSONAL/PROFESSIONAL RELATIONSHIPS	1	2	3	4	5	0
1. Does the City Attorney maintain high standards of ethics, honesty, and integrity in all personal and professional relationships?						
Comments:						

Rating Scale 1- 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

PERSONAL/PROFESSIONAL RELATIONSHIPS (Cont.)	1	2	3	4	5	0
2. Does the City Attorney retain your confidence when informing you of risks associated with proposed actions or decisions?						
Comments:						
OVERALL PERFORMANCE	1	2	3	4	5	0
1. How would you rate the overall performance of the City Attorney over the past year?						
Comments:						
2. Is a salary increase for the City Attorney warranted? Yes_____ No_____ If your answer is yes, how large a range would you recommend relative to the expected range of other municipal employee raises this year? (For example, top of range, middle of range, or bottom of range.)	X	X	X	X	X	X
3. Is an extension of the City Attorney's Employment Agreement beyond 2013 warranted? Yes_____ No_____ If your answer is yes, how long?	X	X	X	X	X	X

Rating Scale 1– 5
 1=Very Dissatisfied, 5=Very Satisfied
 (0 = No Opinion)

GOALS AND OBJECTIVES	X	X	X	X	X	X
1. Are there special goals and objectives that you would like the City Attorney to achieve during the next evaluation period? Yes_____ No_____ If your answer is yes, please list them here.						
GENERAL COMMENTS ON THE CITY ATTORNEY'S PERFORMANCE OR THE EVALUATION PROCESS:	X	X	X	X	X	X

**ORDINANCES
FIRST READING**

FINANCE DEPARTMENT MEMORANDUM
10-04

DATE: May 6, 2010

TO: Gary M. Cinder, Interim City Manager

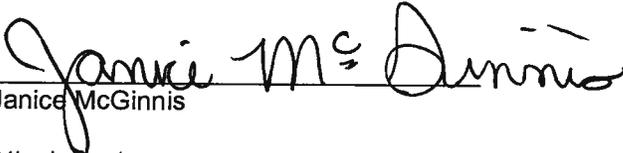
THROUGH: Steven W. Jenkins, Deputy City Manager 

FROM: Janice E. McGinnis, Finance Director

SUBJECT: FY 2011 Appropriation Ordinance

Attached is the fiscal 2011 Appropriation Ordinance reflecting appropriations for the various City Funds as presented in the proposed budget document. The calendar 2010 proposed property tax rate is \$2.41 per \$100 of assessed valuation as outlined in Section 2 of the ordinance. As you are aware, this is a reappraisal year for property tax assessments in Oak Ridge. The \$2.41 property tax rate presented in the Appropriation Ordinance is the tax rate that City staff estimates to be the certified tax rate for 2010. The State of Tennessee will provide the base certified tax rate. The State calculates the certified rate at the level which will produce the same property tax revenue from properties previously on the roll as was billed for those properties for the previous year. City Council must take official action on the certified tax rate. The certified tax rate and required City Council actions will be provided as soon as the information is received from the State.

The City's General Fund municipal expenditures are budgeted at \$19,240,721, a 2.9% increase over fiscal 2010 budgeted expenditure levels. The City's operating transfer to the Oak Ridge Schools is presented at the School Board's requested fiscal 2011 funding level of \$14,470,131, a 3.5% increase over fiscal 2010 funding levels.


Janice McGinnis

Attachments

Interim City Manager's Comments:

I have reviewed the above issue and recommend approval of the attached ordinance.


Gary M. Cinder

5/6/10
Date

TITLE

AN ORDINANCE TO PROVIDE REVENUE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2010, BY IMPOSING A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS.

WHEREAS, the City Manager, in accordance with the requirements of Article V, Section 10, of the Charter of the City of Oak Ridge, has submitted to City Council a proposed budget prior to the beginning of the fiscal year upon which a public hearing was held on May 10, 2010 as required by law; and

WHEREAS, in accordance with the requirements of the same Charter section, the Council held meetings which served to provide guidance to the City Manager on the preparation of the proposed budget.

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

Section 1. The budget for the fiscal year beginning July 1, 2010, submitted to City Council by the City Manager, is hereby adopted.

Section 2. In order to provide revenue for municipal purposes, there is hereby imposed on the value of all property within the City of Oak Ridge as such value has been ascertained by the taxing authority of the City, a levy at the rate of \$2.41 upon each One Hundred Dollars' (\$100.00) worth of assessed value of all taxable property, this levy to be the tax rate for the year 2010. This levy shall also be imposed upon such assessments as may be certified for tax purposes to the City of Oak Ridge by the Public Service Commission of the State of Tennessee.

Section 3. In accordance with Article V, Section 13, of the Charter of the City of Oak Ridge, the following amounts shall be and hereby are adopted as appropriations by funds for the operation of the City of Oak Ridge, Tennessee, for Fiscal Year 2011:

General Fund, Municipal Operations	\$ 19,240,271
Debt Service (Bond and Interest Redemption Fund)	\$ 8,655,000
State Street Aid Fund	\$ 1,383,000
Streets and Public Transportation Fund	\$ 260,000
Drug Enforcement Program Fund	\$ 363,000
Grant Fund	\$ 4,500,000
General Purpose School Fund	\$ 55,035,408
Golf Course Fund	\$ 1,335,000
Capital Projects Fund	\$ 4,750,000
Solid Waste Fund	\$ 2,460,300
Economic Diversification Fund	\$ 2,837,000
West End Fund	\$ 2,750,000
Special Programs Fund	\$ 900,000

Section 4. The following amounts in the proprietary-type funds are projected expenses for Fiscal Year 2011 and are provided for informational purposes:

Electric Fund	\$ 55,610,000
Waterworks Fund	\$ 18,850,000
Emergency Communications District Fund	\$ 545,000

Section 5. In order to provide funds to meet the expenditure requirements, the following transfers are projected for Fiscal Year 2011 and are provided for informational purposes:

<u>To General Fund For Tax Equivalent</u>	
From Electric Fund	\$ 1,230,000
From Waterworks Fund	\$ 1,270,000
<u>To General Purpose School Fund for Operations</u>	
From General Fund	\$ 14,470,131
<u>To Debt Service Fund</u>	
From General Fund	\$ 3,545,000
<u>To Capital Projects Fund</u>	
From General Fund	\$ 476,271
<u>To Economic Diversification Fund</u>	
From Electric Fund	\$ 164,000
From Waterworks Fund	\$ 132,000
<u>To State Street Aid Fund</u>	
From General Fund	\$ 653,000
<u>To Streets and Public Transportation Fund</u>	
From General Fund	\$ 55,000
<u>To Solid Waste Fund</u>	
From General Fund	\$ 1,460,300
<u>To Grant Fund</u>	
From General Fund	\$ 168,350

Section 6. All proceeds received through fines, forfeitures and the disposal of seized goods resulting from the City's drug enforcement program shall be used exclusively for that program. A Special Revenue Fund has been established and any funds expended will be limited to the funds collected for that program.

**RESOLUTIONS
BIDS AND
CONTRACTS**

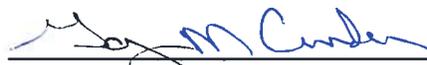
CITY COUNCIL MEMORANDUM
10-16

DATE: May 5, 2010
TO: Honorable Mayor and Members of City Council
FROM: Gary M. Cinder, Interim City Manager
SUBJECT: ELZA GATE PARKING LOT

At the May 3, 2010 meeting, Council voted to postpone consideration of the contract to pave the Elza Gate parking lot. It was stated that the preference was to reconsider this item within the context of the consideration of the FY 2011 budget.

This project was included in the current FY 2010 Capital Projects budget and has been designed and bid as part of the staff work plan for most of this fiscal year. It should be mentioned, the bids will remain valid until early June at which time they will expire and the project will have to be rebid. Further, as this project had been postponed for several years due to other pressing projects, it would be reasonable to state that should Council prefer, further delay would not be objectionable with the recommendation that it remain in the Capital Projects work program in the near future.

It is staff's request that this item be formally voted up or down, thus indicating Council's desire regarding this project during FY 2010.



Gary M. Cinder

Attachments

Copy: Josh Collins, Recreation and Parks Director
Lyn Dowlen, Accounting Division Manager

RECREATION AND PARKS MEMORANDUM
10-03

DATE: April 19, 2010
TO: Gary Cinder, City Manager
FROM: Josh Collins, Recreation and Parks Director 
SUBJECT: ELZA GATE PARK PARKING LOT

The accompanying Resolution awards a contract to Rogers Group, Inc., in the estimated amount of \$77,850 for the construction of a paved parking lot at Elza Gate Park.

The proposed project envisions the construction of a paved, 25-space parking lot at Elza Gate Park. The proposed lot will provide access to the northern terminus of Melton Lake Greenway and the Worthington Cemetery trail. Two spaces will be provided for handicap parking.

The construction of the parking lot will formalize the traffic flow within the park thus providing root zone protection for the trees in the current vehicle travel lanes. The new design will also provide a safer access to the greenway by eliminating the driveway crossing at the end of the trail. The parking lot will be the first of many improvements envisioned in the City's Waterfront Development Plan.

During the early planning stages of the parking lot, staff explored the option of using pervious paving on this site. After much discussions and research by the staff and the design engineer from ETE Engineering, the decision was made to use traditional asphalt. A letter of explanation for using a more traditional surfacing material has been included as part of this memo.

Staff recommends approval of the accompanying Resolution as submitted. Funding for the project has been included in the Capital Projects Fund.

Attachments

City Manager's Comments:

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



Gary Cinder, Interim City Manager



Date

ETE ENGINEERING, INC.

Engineers · Surveyors · Personnel Services
311 Oak Ridge Turnpike
Oak Ridge, TN 37830

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DENISE C. WALKER

Secretary/Treasurer
PARIS R. WALKER, P.E.

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EMAIL: dcwalker@eteengineering.com
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March 31, 2010

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

Re: Elza Gate Park
Parking Lot Addition

Attn: John Hetrick
Parks and Recreation Division

At the request of John Hetrick, I, Paris R. Walker of ETE Engineering, Inc. will address the subject of porous pavement for the Elza Gate Park Project. Porous Pavement is a permeable pavement surface with a stone reservoir underneath. The reservoir temporarily stores surface runoff before infiltrating it into the subsoil.

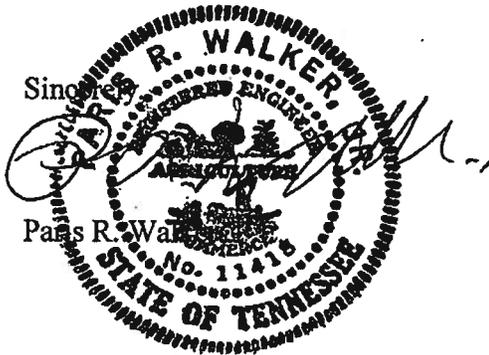
There are several pros and cons when considering porous pavement. First I will address some of the pros. 1. Porous pavement increases ground water recharge, therefore reducing pollutants in storm water runoff and helps to alleviate flooding and contaminants to flow to streams. 2. Using porous pavement generally reduces the amount of land needed for traditional storm water management. The cons to porous pavement are: 1. Porous pavement is to be used in low traffic areas or overflow parking areas. 2. Areas of low soil permeability should be avoided. 3. Porous pavement generally costs more than traditional pavement. 4. It is recommended not to seal over porous pavement, this would defeat the function of the pavement. 5. Sweeping or vacuuming of debris is required to insure it does not clog.

In summary, it is my recommendation not to use porous pavement on this project. The main reason is the underlying soil is mainly a rock ledge; therefore, there is

John Hetrick
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low soil permeability for this area. This would allow the water to sit in the stone reservoir. This will cause weakness in the pavement and during freezing weather will cause pavement damage. Also, this parking lot is surrounded by trees, therefore causing a lot of debris on the pavement. There would have to be constant sweeping and cleaning of the pavement to avoid clogging of the pores. Porous paved parking lots can not be sealed, therefore shortening the life of the parking surface. The parking lot would be at a minimum a medium traffic flow parking facility, low traffic or overflow parking areas are generally recommended to have porous pavement.

If any additional information is needed, please feel free to contact Paris R. "Bob" Walker at 865-482-4053.





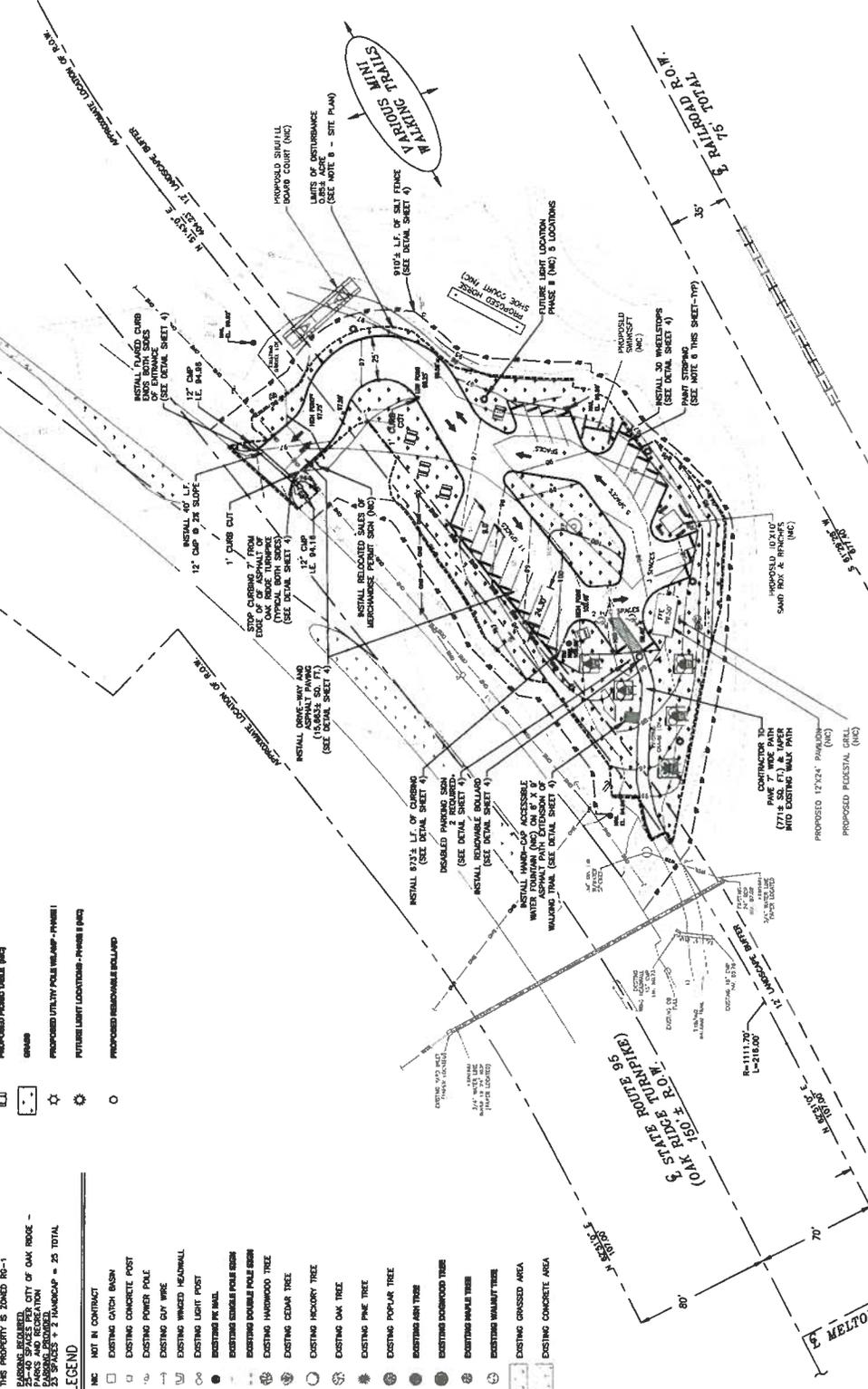
- RECREATIONAL IMPROVEMENTS LEGEND**
- LEFT TRIANGULAR WALKWAY (LW)
 - LEFT TRIANGULAR BICYCLE PATHWAY (LTB)
 - LEFT TRIANGULAR BICYCLE WAY (LB)
 - LEFT TRIANGULAR BICYCLE PATH (LP)
 - PROPOSED FLAG POLE (FP)
 - PROPOSED PAVED TABLE (PT)
 - EXISTING BENCH (B)
 - PROPOSED UTILITY POLE (UP)
 - FUTURE LIGHT LOCATION (FL)
 - PROPOSED RESIZABLE BOLLARD (RB)

ZONING DATA

THE PROPERTY IS ZONED RC-1
 25-40 SPACES PER CITY OF OAK RIDGE -
 25 SPACES + 2 HANDICAP = 25 TOTAL

LEGEND

- NIC NOT IN CONTRACT
- EXISTING CATCH BASIN (CB)
- EXISTING CONCRETE POST (CP)
- EXISTING POWER POLE (PP)
- EXISTING CITY WIRE (CW)
- EXISTING PAVED SIDEWALK (PS)
- EXISTING LIGHT POST (LP)
- EXISTING TREE (T)
- EXISTING OAK TREE (OT)
- EXISTING PINE TREE (PT)
- EXISTING POPLAR TREE (PT)
- EXISTING ASH TREE (AT)
- EXISTING DOGWOOD TREE (DT)
- EXISTING MAPLE TREE (MT)
- EXISTING WALNUT TREE (WT)
- EXISTING GRASSY AREA (GA)
- EXISTING CONCRETE AREA (CA)



LOCATION MAP
 NOT TO SCALE

FINAL SET

DATE: 10-28-09
 SCALE: 1"=30'
 DRAWN BY: JBC
 CHECKED BY: JBC
 APPROVED BY: PRW

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/28/09	JBC	ISSUED FOR PERMIT

ENGINEERING, INC.
 1000 W. MAIN ST., SUITE 100
 OAK RIDGE, TN 37831
 TEL: (615) 486-4933 FAX: (615) 486-7564

PROJECT: CITY OF OAK RIDGE
 P.O. BOX 1
 OAK RIDGE, TN 37831

CLIENT: CITY OF OAK RIDGE
 P.O. BOX 1
 OAK RIDGE, TN 37831

PROPOSED PARKING LOT
 100-022-46
 SHEET 2 OF 4

CITY OF OAK RIDGE
 PARCELS 320
 BLOCK 50
 PLATS 1701
 6.18 ACRES

SCALE: 1" = 30'-0"

- SITE PLAN NOTES**
- NOTES SHOWN ON SHEET 1, "CONTRACTOR" PLAN ARE APPLICABLE TO THIS PLAN.
 - EXTEND CURBED ADDRESSIVE WALK 1'-4" BEYOND EDGE OF PAVEMENT. AFTER PAVING, BRUSH TO PERMANENT EDGE WITH TOPSOIL AND REVEGETATE.
 - DIMENSIONS SHOWN ON BOUNDARY ARE TO FACE OF CURB AND PAVEMENT LOT ARE TO FACE OF CURB.
 - CONNECTION TO BE MADE OF MEDIUM DENSITY GRADED BY TEST PROCEDURE PRESENTED IN ASTM 0 1587 MODIFIED PROCEDURE.
 - ALL EXISTING LOT MARKS, INCLUDING BUT NOT LIMITED TO EXISTING INTERSECTIONS, BOUNDARY LINES, OR OTHER MARKS, SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT. MATERIALS, PLACING AND COMPLETION OF CONCRETE SHALL BE IN ACCORDANCE WITH THE CITY OF OAK RIDGE SPECIFICATIONS. VARIANCES TO BE REQUESTED AND APPROVED BY THE CHIEF ENGINEER/AS/PA/OWNER. A VARIANCE OF A VARIANCE DOES NOT CONSTITUTE A VARIANCE FOR ANY OTHER ITEMS.
 - PROPOSED PAINT STOPPING AS SHOWN, STOPPING TO BE A 4" WHITE LINE 18" WIDE. ALL EXISTING STOPPING SHALL BE MAINTAINED AND PROTECTED THROUGHOUT THE PROJECT. TRAFFIC PAINT CONTAINING PHOSPHATE WILL BE DISPERSED IN AN OIL ADDRESSIVE ALTOGETHER. ALL PAINT TO BE APPLIED TO THE FACE OF CURB AND BORDERS BEFORE THE CURB IS PAVED. ALL PAINT TO BE APPLIED TO THE FACE OF CURB AND BORDERS ON THE SURFACE, ON WHICH CONDITIONS ARE SUCH AS TO CAUSE A FILL OF PAINT TO BE DEPOSITED ON THE LINE AREAS AFTER THESE AREAS HAVE BEEN PROTECTED FOR PAVING.
 - THESE EXIST A LARGE WINDING DETOUR AREA BORDERED ON THE SOUTH BY MELTON LAKE DRIVE. THIS DETOUR AREA IS APPROXIMATELY 750 FT. FROM MELTON LAKE DRIVE. THIS PROPERTY IS APPROXIMATELY 100 FT. FROM MELTON LAKE DRIVE. THE NUMBER THAT SIGN WALK DETOUR IS NOT NECESSARY FOR THIS PROJECT.
 - THE TOTAL PROPOSED SIGN IS CLASSIFIED AS "MINOR" BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION PERMIT IS NOT NECESSARY.
 - NO EXISTING SIGNAGE EXISTS ON SITE - ALL EXISTING SIGNAGE SHALL BE REMOVED AND REPLACED WITH NEW SIGNAGE ON NORTH SIDE ON ADJACENT PAVED ROAD TRACES TO THE SOUTH SIDE.
 - 10-30-30-30 SIGNAGE WAS LOCATED FROM INFORMATION SHOWN ON US-30-30-30 SIGNAGE. "UNDESIRABLE" SIGN WAS PROPOSED TO BE BY THE CITY OF OAK RIDGE AND ACTUAL FIELD SURVEY FROM THE SHARPEY THE TWO DO NOT MATCH. THE SIGNAGE WAS LOCATED FROM INFORMATION SHOWN IN THE BEST FIT HOLDING THE FIELD SURVEY SURVEY.
 - INSTALL JUTE MESH EXCEEDED WRITING ON OTHER LEAVES/ROOT EXISTION VEGETATION ON SLOPES 3:1 OR GREATER OR AS SPECIFIED.
 - GRADE ALL AREAS TO BE REGRADED TO ALLOW FOR POSITIVE DRAINAGE WITH NO LOW SPOTS.

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

COR # 10-04
 OPENING DATE: APRIL 15, 2010 2:00 P.M.

DESCRIPTION	ITEM	UNIT	BIDDER:		BIDDER:		BIDDER:	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
FOR -- ELZA GATE PARK CONSTRUCTION OF A PAVED PARKING LOT			Rogers Group, Inc. 250 Union Valley Road Oak Ridge, TN 37830	\$ 77,850.00	\$ 77,850.00	Duracap Asphalt Paving Co., Inc. P.O. Box 53426 Knoxville, TN 37950	\$ 98,200.00	\$ 98,200.00
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR THE ELZA GATE PARK CONSTRUCTION OF A PAVED PARKING LOT PER THE SPECIFICATIONS PROVIDED BY CITY OF OAK RIDGE RECREATION AND PARKS DEPARTMENT								
TOTAL PRICE			\$ 77,850.00	\$ 77,850.00	\$ 98,200.00	\$ 98,200.00	\$ -	\$ -
TERMS			Net 30	Net 30	Net 30	Net 30		
DELIVERY			per Contract	per Contract	per Contract	per Contract		
F.O.B.			Job Site	Job Site	Job Site	Job Site		
VIA			Truck	Truck	Truck	Truck		
OTHER BIDDERS CONTACTED:			BIDS OPENED AND RECORDED BY ---					
Bellamy Excavating - Knoxville, TN			 Wyn Dowlen Accounting Division Manager					
REASON FOR AWARD:			BIDS REVIEWED BY ---					
<input type="checkbox"/> ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input checked="" type="checkbox"/> LOWEST TOTAL COST			RECOMMEND AWARD BE MADE TO: Rogers Group, Inc. 250 Union Valley Road Oak Ridge, TN 37830					
			 Janice McGinnis Finance Director					

