

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

June 11, 2012—7:00 p.m.

AGENDA

I. INVOCATION

The Reverend Sean Pennington, Oak Ridge Police Department Chaplain

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPEARANCE OF CITIZENS

V. PROCLAMATIONS AND PUBLIC RECOGNITIONS

A proclamation designating the year of 2012 as ADFAC's 25<sup>th</sup> Anniversary Year

VI. SPECIAL REPORTS

Youth Advisory Board State of the Youth Address 2012 presented by Ms. Sarah Stokely

VII. CONSENT AGENDA

- a. Approval of the minutes of the May 29, 2012 City Council Meeting.
- b. Adoption of a resolution authorizing the City to continue participation in the East Tennessee Economic Development Agency, with annual membership dues in the amount of \$26,116.00 for the 2012 calendar year.
- c. Adoption of a resolution awarding a contract (COR 12-12) to C.M. Henley Co., LLC, Knoxville, Tennessee, for the Fire Station #3 roof replacement project in the estimated amount of \$53,200.00.
- d. Adoption of a resolution authorizing a change order to contracts approved by Resolution 9-88-11 (COR 11-14-E2 and COR 11-15-E2) for the rehabilitation of portions of the wastewater collection and transportation system, as required for compliance with the U.S. Environmental Protection Agency Administrative Order, in order to expand the scope of work to be citywide.
- e. Adoption of a resolution to renew the contract with Pugh & Company, P.C., Knoxville, Tennessee, approved by Resolution 5-44-08, to conduct an audit of the City's accounts and funds for fiscal year 2012 and for preparation of financial statements in the Comprehensive Annual Financial Report, in the estimated amount of \$53,800.00.

VIII. RESOLUTIONS

- a. Adoption of 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 \$141,176.00.
- b. Adoption of a resolution awarding a contract (COR 12-05) to Richardson Turner Construction Company, Knoxville, Tennessee, for the Police Department security

upgrade project in the estimated amount of \$277,088.00 and authorizing an additional \$20,000.00 to Bankston Architectural Group, Knoxville, Tennessee, for construction oversight services.

- c. Adoption of a resolution awarding bids in the grand total estimated amount of \$1,271,600.00 for the furnishing of various materials and residential demolition services as required by the City during fiscal year 2013.
- d. Adoption of a resolution waiving competitive bids and making awards in the grand total estimated amount of \$5,321,600.00 based upon written quotations and negotiated agreements with suppliers for the furnishing of routine materials, equipment, and services as required by the City during fiscal year 2013.
- e. Adoption of a resolution urging Congress to establish the Manhattan Project National Historical Park in the communities of Oak Ridge, Tennessee; Los Alamos, New Mexico; and Hanford Site, Washington.
- f. Adoption of a resolution authorizing the City to apply for a Tennessee Department of Environment and Conservation Grant to support implementation of the Tennessee Oversight Interlocal Agreement, to accept said grant if approved, and to serve as fiscal agent for the parties to the Tennessee Oversight Interlocal Agreement.
- g. Adoption of a resolution supporting the creation of a general aviation airport at the East Tennessee Technology Park and identifying the Metropolitan Knoxville Airport Authority as the lead agency and situs support through the Community Reuse Organization of East Tennessee.
- h. Adoption of a resolution to amend the City Attorney's Employment Agreement, as approved by Resolution 2-26-01, to provide for a one-year contract extension and a one and one half (1.5%) salary increase, with the salary increase effective on March 4, 2012.
- i. Adoption of a resolution approving a Professional Services Agreement with Bill Nolan and Associates, Oak Ridge, Tennessee, for the provision of consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City in an amount not to exceed \$45,000.00.
- j. Adoption of a resolution approving a Professional Services Agreement with the Ferguson Group, LLC, Washington, D.C., for the provision of consulting services to provide grant support and to develop a comprehensive federal government relations agenda and action plan for agreed upon priorities for the City in the amount of \$30,000 at a rate of \$425.00 per hour with an allowance of \$5,000.00 for expenses.

**IX. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES**

(NONE)

**X. FINAL ADOPTION OF ORDINANCES**

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY DELETING SUBSECTION 7.2.B, TITLED "NEPOTISM," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 7.2.B, TITLED "NEPOTISM"; DELETING SUBSECTION 9.1.D, TITLED "LAYOFF," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 9.1.D, TITLED "LAYOFF"; RENUMBERING EXISTING SUBSECTIONS 9.1.E, TITLED "REMOVAL," 9.1.F, TITLED "DISMISSAL," AND 9.1.G, TITLED "DEATH," TO BE

SUBSECTIONS 9.1.G, 9.1.H AND 9.1.I RESPECTIVELY; CREATING A NEW SUBSECTION 9.1.E, TITLED "REORGANIZATION;" CREATING A NEW SUBSECTION 9.1.F, TITLED "SEVERANCE PACKAGE;" DELETING SUBSECTION 11.4, TITLED "INJURY LEAVE," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 11.4, TITLED "INJURY LEAVE"; AND AMENDING SUBSECTION 13.3, TITLED "EMPLOYEE POLITICAL ACTIVITY," BY CREATING A NEW SUBSECTION (E), ALL FOR THE PURPOSE OF UPDATING THE PERSONNEL PLAN.

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

- i. Elect one (1) member to the following boards: Environmental Quality Advisory Board, Oak Ridge Convention and Visitors Bureau, and Traffic Safety Advisory Board
- ii. Confirmation of Nomination by Oak Ridge Utility District Board of Commissioners

b. Announcements

c. Scheduling

XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

"Executive Time:" Briefing and update on TIF processes associated with the Oak Ridge Mall and other projects.

XIII. SUMMARY OF CURRENT EVENTS

a. CITY MANAGER'S REPORT

Verbal report on the City's 4<sup>th</sup> of July Fireworks Celebration

b. CITY ATTORNEY'S REPORT

XIV. ADJOURNMENT

**PROCLAMATIONS  
AND  
PUBLIC RECOGNITIONS**

**CITY CLERK MEMORANDUM**

**12-28**

**DATE:** June 6, 2012

**TO:** Honorable Mayor and Members of City Council

**FROM:** Diana R. Stanley, City Clerk

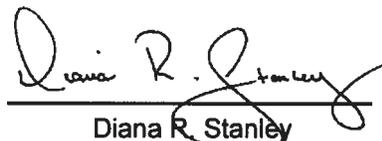
**SUBJECT:** PROCLAMATIONS AND PUBLIC RECOGNITIONS

The following proclamations are presented for the June 11, 2012 City Council meeting:

ADFAC's 25<sup>th</sup> Anniversary Year

A proclamation for City Council's consideration is in response to a request from Mr. Jamie Alson, Development Director of Aid to Distressed Families of Appalachian Counties (ADFAC), and will be accepted by board members Dave Mullins and Pat Powell.

Attachments

  
Diana R. Stanley

# PROCLAMATION

**WHEREAS**, Aid to Distressed Families of Appalachian Counties (ADFAC) was founded in 1987 through a collaboration of local citizens; and

**WHEREAS**, ADFAC is an independent, non-profit agency existing to serve the needs of residents in Anderson and surrounding Appalachian counties; and

**WHEREAS**, ADFAC's goal is to help families become stable and more self-sufficient through a variety of direct assistance services provided by the Social Services and Affordable Housing programs; and

**WHEREAS**, ADFAC has grown from serving a few hundred families a year to assisting over 7,000 individuals annually; and

**WHEREAS**, the assistance provided by ADFAC has helped thousands of local families gain stability, hope, and skills to build self-sufficiency; and

**WHEREAS**, ADFAC's accomplishments in the community are made possible through the support of hundreds of local individuals, businesses, churches, clubs, foundations, and government agencies who provide monetary contributions, grants, volunteer time, and in-kind donations; and

**WHEREAS**, ADFAC is marking its 25<sup>th</sup> anniversary year with several special events and enhanced services for its clients; and

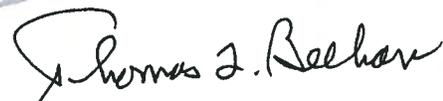
**WHEREAS**, ADFAC wishes to share this year of celebration with the community-at-large.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE** that the year of 2012 be designated as

## **ADFAC'S 25<sup>TH</sup> ANNIVERSARY YEAR**

in the City of Oak Ridge, Tennessee, and that all citizens are encouraged to join us in celebrating its 25<sup>th</sup> year by participating in special events, reflecting on ADFAC's accomplishments, and working to support ADFAC as it looks toward the future of helping those in need in our community.

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 June in the year 2012.



MAYOR

# **SPECIAL REPORTS**

## Oak Ridge Youth Advisory Board State of the Youth Address 2012

Good evening, Mr. Mayor, members of City Council, distinguished guests, and fellow citizens of Oak Ridge. My name is Sarah Stokely, and I am the Chairwoman of the Oak Ridge Youth Advisory Board. It is my pleasure to come before you tonight to deliver the State of the Youth Address.

The Youth Advisory Board was created in 1991 with the purpose of providing ongoing and direct input on government policies and practices that may affect teenagers. We act as the liaison between our local government and the youth of Oak Ridge. Additionally, the YAB provides the community with youth oriented events and services that encourage the young people of Oak Ridge to become active in our community. The State of the Youth Address allows us to review the events of the past term and address the concerns and opinions of the youth of Oak Ridge.

At the start of Youth Advisory Board's 2011-2012 term of office, we developed a list of goals that included volunteer services for the community, recreational and educational activities for students, and improved communication with Oak Ridge Schools and with City Council. Some of these events were new, some were old, but with each event the YAB was able to find potential for improvement or expansion.

Some of our most successful events included Breakfast with Santa, Battle of the Teen Bands, and the Freshman/Sophomore Dance. Breakfast with Santa is an event that we sponsor every year in December. I have to say that this event is one of my favorites because it is YAB's first major event that requires the hard work of every member. I believe this event is a great way for the Board to get to know one another and work together on a project. Battle of the Teen Bands is another of my favorite events because I thoroughly enjoy getting to witness the talent in

the youth in Oak Ridge. This year we had nine bands participate, and we received several positive comments about the talent of the bands in our event. This year we also created a Freshman/Sophomore Dance for Oak Ridge High School students. This event was a big success with about 80 students participating in the Dance! I enjoyed this event because there was so much enthusiasm generated for the event by those students who attended.

Our educational services this year included the Kid of the Month program at Girls Inc and promoting two new programs: the Criminal Justice Club and the Junior Police Academy. The Kid of the Month program recognizes kids for their participation in tutoring and display of admirable qualities, such as leadership and compassion. The two new educational programs that the YAB helped to promote were the Criminal Justice Club at Oak Ridge High School and the Junior Police Academy that will be held over the summer. These two programs were developed in order to create an interest in police careers for the Oak Ridge youth.

This year the Youth Advisory Board also sponsored a Teen Job Fair in order to help students meet summer employers and learn about future career possibilities, especially in Oak Ridge. This event was extremely successful. We hosted over 20 vendors that were eager to recruit summer employees and volunteers.

The YAB also encourages compassion and generosity by participating in the Angel Tree Program every year. Each year, we as a Board volunteer at the City Halloween Party and use the proceeds of our "Glow Room" to sponsor our Angel Tree kids. Our "Glow Room" aims to promote safety on Halloween night by selling glow items to use and wear when going out at night. This year we were able to sponsor 6 kids for the Angel Tree program and buy clothing items as well as holiday gifts for less fortunate children in the Oak Ridge area.

This year our board also partnered with the Youth Leadership program at the Chamber of Commerce Building by traveling together to Nashville in February to learn about state government and to spend time with Senator Randy McNally. It was a great opportunity for the two groups to meet and become acquainted with each other. This trip was also a great learning experience that included a Mock Senate Session on the floor to understand the process a bill must go through in order to be passed. We were also given the opportunity to tour the Governor's Mansion, the State Capital, and have an official photo taken with Governor Bill Haslam.

We are very proud of the success of our programs and services, and although advertising and public communication have gotten better, there is always room for improvement. This year YAB increased its efforts to communicate with the public through monthly stories in the Oak Ridger regarding our Kid of the Month Program, increased communication with Oak Ridge Schools regarding our events, and an increase in communication through networking sites to publicize our activities. The overall reputation of the Youth Advisory Board has improved! In a survey handed out during the Teen Job Fair, more than half of the entries reported hearing of YAB and several were interested in participating on the Board.

Despite this improvement, we are always interested in learning how the Board can become even better and continue its work in the Oak Ridge community for the youth. For example, one aspect of the Board that we are constantly working on is creating more defined roles for Officers. Officers play a significant role in the running and organization of the YAB. For the past few years, we have been working more towards evening out the workload of each officer so that each role has its share in the process of making the Board and its events successful. We will also continue to improve publicity for our events through increased

communication. YAB is interested in forming a partnership with Student Council at the high school in order to create an event for high school students.

As I mentioned before, we provided a Youth Survey at the Teen Job Fair. This year's survey included questions regarding Park developments, problems facing teenagers, and suggestions for development in Oak Ridge. The survey results, included at the end of this report, show the comments and ideas from Oak Ridge students regarding plans for future development in the City. The survey revealed that students would be willing to support Splashpad and Dog Park ideas as well as believing that the greatest problem facing teens is that there is "nothing to do." To address this problem, students would like to see new retail opportunities, development at the Waterfront, and other plans that would offer teens a place to go and activities to do. Bringing in retail and Waterfront development would also address two other big problems facing teens, too much stress and not enough jobs for teens, by providing places for teens to hang out and have fun as well as bringing in new jobs and more revenue. We, as a board, believe that the Mall being for sell and the several empty buildings around the City would provide opportunities to begin development in Oak Ridge. The Youth Advisory Board is also very excited about the new businesses already coming into Oak Ridge.

I have served on the Youth Advisory Board for 5 years, beginning in 8<sup>th</sup> grade. I have thoroughly enjoyed my time on this Board. I am always impressed by the dedication of its members to work hard and improve. I believe this year's board showed extreme dedication to leadership, especially from some of our younger members. Their hard work makes me very excited about the future of YAB!

I would now like to thank the City Council on behalf of the Youth Advisory Board for their continued support. Your support of the YAB gives the youth of Oak Ridge the ability to be

productive and safe while still having fun. Also, I can personally attest that being a member of this board has significantly inspired me to lead and serve whatever communities I will be living in the future. I look forward to using the experiences I have had on this board to make an impact later on in my life.

The new term of YAB begins August 1, 2012, and any council member or citizen who wishes to get involved with the Board is welcome to attend our meetings. Regularly scheduled meetings will be posted in the Oak Ridger as those meeting dates and times are set by the newly elected Youth Advisory Board. I would be more than happy to answer any questions that you may have at this time about this report. We would also love to hear your ideas on the future direction of the City of Oak Ridge Youth Advisory Board. Thank you!

Sarah Stokely

Chairwoman of the Oak Ridge Youth Advisory Board

# CONSENT AGENDA

**MINUTES OF THE  
OAK RIDGE CITY COUNCIL**

May 29, 2012

The regular meeting of the City Council City of Oak Ridge, Tennessee convened at 7:00 p.m. on May 29, 2012, in the Courtroom of the Municipal Building with Mayor Thomas L. Beehan presiding.

**INVOCATION**

The Invocation was given by Minister Jack Mansfield of Faith Baptist Church.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag of the United States of America was given by Oak Ridge Police Chief James T. Akagi.

**ROLL CALL**

Upon roll call, the following councilmembers were present: Mayor Thomas L. Beehan, Councilmember Anne Garcia Garland; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; Mayor Pro Tem D. Jane Miller; Councilmember David N. Mosby; and Councilmember Ellen D. Smith.

Also present were Mark S. Watson, City Manager; Janice E. McGinnis, Finance Director; Kenneth R. Krushenski, City Attorney; and Diana R. Stanley, City Clerk.

**APPEARANCE OF CITIZENS**

Mr. Randy Linkous, representing his mother Ms. Ellois Linkous at 69 Riverview Drive, expressed his concerns over the new electronic sign at the Riverview Grill (near Melton Lake Drive), which is near his mother's residence. Mr. Linkous expressed his opinion that the sign distracts from the area and that he considers it a nuisance. He would like see action taken to address the sign, such as lessening the luminosity of the sign.

**PROCLAMATIONS AND PUBLIC RECOGNITIONS**

(NONE)

**SPECIAL REPORTS**

*FY 2013 Budget Presentation from Mr. Keys Fillauer, Chairman of the Board of Education.*

The Chairman of the Oak Ridge Board of Education, Mr. Keys Fillauer, gave a verbal budget presentation for the Oak Ridge Schools. Mr. Fillauer briefly reviewed the Board's budget review process, Oak Ridge School's ranking and achievements, and that of neighboring school systems. He also noted budget situations that other schools are facing. Following his overview, he responded to the questions of City Council.

**CONSENT AGENDA**

Mayor Pro Tem Miller moved, seconded by Councilmember Hensley to approve the Consent Agenda as presented, thereby:

- Approving the minutes of the May 7, 2012 City Council Meeting.
- Approving the minutes of the May 14, 2012 City Council Special Meeting.
- Approving the minutes of the May 14, 2012 City Council Special Meeting called by the

City Manager.

- Adopting **Resolution No. 5-34-2012** to extend through September 30, 2012 the Water Services Agreement between the City and the United States Department of Energy (DOE), approved by Resolution 4-47-98 and extended by Resolutions 10-98-10 and 6-46-11.

The vote was unanimous with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

## **RESOLUTIONS**

### **Resolution No. 5-35-2012**

**Adoption of a resolution supporting the Tennessee Valley Authority in its Small Modular Reactor Application to the United States Department of Energy.**

Mayor Pro Tem Miller moved, seconded by Councilmember Smith that the resolution be adopted.

Councilmember Smith commented that she wanted to make sure that there are benefits to the local government for hosting the facility as the project progresses.

The City Manager noted that staff would make a "friendly amendment" to include language in the resolution about proposals including community participation in economic development at the suggestion of Councilmember Mosby.

During discussions, several councilmembers expressed their verbal support for the project.

The resolution was approved by unanimous board vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

### **Resolution No. 5-36-2012**

**Adoption of a resolution authorizing transmittal of comments to the Tennessee State Historic Preservation Office and authorization to sign the Memorandum of Agreement among the U.S. Department of Energy Oak Ridge Office, the Tennessee State Historic Preservation Office, the Advisory Council on Historic Preservation, the National Park Service, the City of Oak Ridge, Tennessee, and the East Tennessee Preservation Alliance pursuant to 36 CFR Part 800.6(b)(2) regarding site interpretation of the East Tennessee Technology Park, on the Oak Ridge Reservation, Roane County, Tennessee.**

Councilmember Smith moved, seconded by Councilmember Hope that the resolution be adopted.

Councilmember Smith noted that a typo needed to be corrected for the answer to question number one to change "decisive" to "divisive." Concerned over the factual answer to question number five of the comments to the Tennessee State Historic Preservation Office, Councilmember Smith suggested the following revision: "The City would support the retention of all or part of the North End Tower if it were a practical option. Unfortunately, we understand the option is no longer viable." No opposition was expressed by councilmembers.

The resolution was approved by unanimous board vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

**(Removed from the agenda)**

**Adoption of a joint resolution between the Oak Ridge City Council and the Oak Ridge Schools Board of Education in conjunction with the FY2013 Appropriations Ordinance relative to retirement of the debt for the Oak Ridge High School Project.**

The City Manager requested that the resolution be removed from the agenda and no action be taken; no opposition was expressed by City Council.

**Resolution 5-37-2012**

**Adoption of a resolution to set forth repayment of the bonded indebtedness for the Oak Ridge High School Construction Project.**

Councilmember Hensley moved, seconded by Mayor Pro Tem Miller that the resolution be adopted.

At the request of Councilmember Smith, the City Manager clarified that the spreadsheet titled "High School Renovation Debt Service and Funding Requirements" included in the agenda was dated March 21, 2012 and that it is a projected amortization spreadsheet to the Oak Ridge High School debt.

Councilmember Smith moved to amend the resolution to reflect actual sales tax collections instead of estimates, as presented in the projected amortization spreadsheet, with the following amendment:

- The first paragraph beneath "NOW, THEREFORE, BE IT RESOLVED . . ." to change the text in the parenthesis to "(estimated at \$766,470 based on estimated sales tax receipts attributable to the 0.5% sales tax approved for the high school project).
- The first paragraph beginning "BE IT FURTHER RESOLVED . . ." be altered to read ". . . that any sales tax transferred and provided to the City by the Schools will be credited against this bond payment amount, that this bond payment amount will be adjusted to match the sales taxes received by the Schools from Anderson County as a result of the 0.5% sales tax increase, and any differential between the sales tax transferred and the adjusted bond payment amount will be charged against the annual appropriation of the City."

Councilmember Garcia Garland seconded Councilmember Smith's amendment to the resolution.

Upon return from a brief recess requested by the City Manager, Mayor Beehan requested that staff clarify the projected amortization spreadsheet discussed during the meeting. The City Attorney explained that former Deputy City Manager Steve Jenkins developed the spreadsheet as a plan to utilize sales tax for payment of the debt related to the Oak Ridge High School Construction Project. He added that the spreadsheet was presented at various public meetings during the 2004-2005 calendar years.

The City Clerk read Councilmember Smith's amendment as presented above. The amendment to the resolution failed by board vote with Councilmembers Garcia Garland and Smith voting "Aye," and Councilmembers Hensley, Hope, Mosby, Mayor Pro Tem Miller, and Mayor Beehan voting "Nay."

The resolution was unanimously approved by board vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

**PUBLIC HEARINGS AND FIRST READING OF ORDINANCES**

(NONE)

**FINAL ADOPTION OF ORDINANCES**

**Public Hearing and Final Adoption of an Ordinance**

**Ordinance No. 07-2012**

**AN ORDINANCE TO PROVIDE REVENUE FOR MUNICIPAL PURPOSES FOR THE FISCAL YEAR BEGINNING JULY 1, 2012, BY IMPOSING A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS.**

Mayor Pro Tem Miller moved, seconded by Councilmember Hensley that the ordinance be adopted.

Mayor Beehan explained that the amendments presented in the agenda packet and from staff would be addressed first and the public hearing to occur following approval of the amendments. Finance Director Janice McGinnis, the City Clerk, and the City Manager reviewed the three amendments:

1. Amend Section 5 to decrease the transfer to the General Purpose School Fund for Operations from the General Fund by \$766,470.00 (for a total of \$13,862,832.00) and to increase the transfer to the Debt Service Fund from the General Fund by \$766,470.00 (for a total transfer of \$4,311,470.00).
2. Amend Section 3 to increase the Capital Projects Fund appropriation by \$100,000.00 (for a total appropriation of \$3,685,000.00) and decrease the Special Programs Fund by \$100,000.00 (for a total appropriation of \$918,302.00), and to amend Section 5 to increase the transfer to the Capital Projects Fund from the Special Programs Fund by \$100,000.00 (for a total transfer of \$300,000).
3. An amendment to increase the appropriation of the General Purpose School Fund to the amount adopted by the School Board on May 24, 2012 by amending Section 3 to increase the General Purpose School Fund appropriation by \$63,436.00 (for a total appropriation of \$56,535,325.00).

Councilmember Hope moved, seconded by Councilmember Smith to amend the ordinance to include all three amendments presented above, which was unanimously approved by voice vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

A public hearing was held with the following participants:

Mr. Keys Fillauer, Board of Education Chairman, 17 Palisades Parkway, commented that in his opinion, the passage of the budget will place the school's budget out of balance, and until such budget is balanced he assumed it will not be approved by the State Comptroller's Office. Mr. Fillauer expressed his concern that Council does not have statutory authority to approve such use of the money, causing the school's appropriation to go below maintenance of effort. Mr. Fillauer requested that Mr. Chuck Cagle, attorney for the Board of Education, discuss the school's opinion of disagreement with the recently adopted resolution, which sets forth repayment of the bonded indebtedness for the Oak Ridge High School Construction Project.

Mr. Chuck Cagle, attorney for the Board of Education, commented that in his opinion, the action taken on the above referenced resolution lacks statutory authority with a budget that appropriates funds to the schools, and that the City's approval of the budget is not in compliance by not forwarding appropriated money to the Board of Education for their consideration. He continued by explaining that, in his opinion, the school's budget is unbalanced by approximately \$250,000.00 not being forwarded to them. Mr. Cagle also expressed his opinion that the Board of Education never formally approved the projected amortization spreadsheet presented by city staff in 2005. He concluded by explaining that the budget needs to be returned to the Board of Education for balancing as required by statute.

Ms. Trina Baughn, 119 Newport Drive, expressed several concerns regarding the school's budget, including their lease agreements, appropriation amendments, and budget process. Ms. Baughn inquired about what stage the City Council was in concerning the development of a new debt policy, in light of all the concerns she presented.

Mr. Bob Eby, Board of Education Vice Chairman, 101 Winston Lane, expressed his concern that the

action taken by City Council on the recently adopted resolution, which sets forth repayment of the bonded indebtedness for the Oak Ridge High School Construction Project, has resulted in the school's budget being unbalanced by approximately \$250,000.00. Mr. Eby concluded that, in his opinion, the budget cannot be forwarded to the State Comptroller's Office for this reason.

The public hearing was closed.

After additional discussions, the ordinance was unanimously approved, as amended, by board vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

### **ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

#### **Elections/Appointments**

##### *Oak Ridge Convention and Visitors Bureau Hotel Appointment*

The City Clerk briefly explained that, due to recent and multiple turnovers of the Comfort Inn Hotel, Ms. Katy Brown, President of the Oak Ridge Convention and Visitors Bureau, was requesting that City Council consider Mr. Adrian Zarczynski, General Manager of the Hampton Inn, for the third hotel appointment vacancy. Councilmember Smith suggested that the appointment of Mr. Zarczynski contain a term of office for one and one half years, until December 31, 2013, for continuity. Ms. Brown expressed that she is comfortable with allowing Mr. Zarczynski to serve that term duration.

Mayor Pro Tem Miller moved, seconded by Councilmember Hope, to appoint Mr. Adrian Zarczynski, General Manager at the Hampton Inn, to the Oak Ridge Convention and Visitors Bureau and to amend the term of office to expire on December 31, 2013. The motion was approved by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye."

##### *Election of Environmental Quality Advisory Board Student Representatives*

Ms. Stephanie Paul was elected to a two-year term of office beginning June 1, 2012, and Mr. Elijah Fetzer was elected to a balance of an unexpired term ending May 31, 2013 receiving the votes of Councilmembers Garcia Garland, Hensley, Hope, Mosby, Smith, Mayor Pro Tem Miller, and Mayor Beehan.

#### **Announcements**

(NONE)

#### **Scheduling**

Reminder of the City Council Retreat scheduled for May 30, 2012 from 4:00 p.m. to 8:30 p.m. in Multipurpose Room of the Central Services Complex.

No action taken.

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

Councilmember Hensley noted that the City Attorney Evaluation Committee report was postponed until June 11, 2012 City Council meeting.

Councilmember Mosby reminded City Council that the City Manager Evaluation Committee Evaluations

are due on Wednesday, May 30, 2012 to the City Clerk. Councilmember Mosby noted that there was one change to the evaluation form which included a new description statement under "City Council Relations" a new descriptive statement was added regarding the "progress toward accomplishing established goals set by the City Manager and City Council."

Councilmember Garcia Garland clarified that the City Council Retreat was scheduled for Wednesday, May 30, 2012 and wanted to ensure that the date was presented correctly on the City's website calendar.

**SUMMARY OF CURRENT EVENTS**

**CITY MANAGER'S REPORT**

The City Manager noted that staff had followed up on an inquiry regarding the status of red light camera reports, and that those should now be completed.

**CITY ATTORNEY'S REPORT**

(NONE)

**ADJOURNMENT**

The meeting adjourned at 9:25 p.m.

Diana R. Stanley, City Clerk  
CITY OF OAK RIDGE, TENNESSEE

**ELECTRIC DEPARTMENT MEMORANDUM**  
**12-10**

DATE: June 1, 2012  
TO: Mark S. Watson, City Manager  
FROM: Jack L. Suggs, Electrical Director  
SUBJECT: MEMBERSHIP IN ETEDA

Attached is a resolution approving membership in the East Tennessee Economic Development Agency (ETEDA) and authorizing payment of membership dues in the amount of \$26,116.00.

ETEDA is a regional marketing and business recruitment organization that promotes our 15 county region through a variety of efforts and provides site location information and assistance to companies interested in locating here.

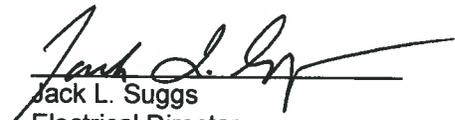
ETEDA is co-located with the State of Tennessee Department of Economic and Community Development and the Tennessee Valley Authority (TVA) Economic Development Specialist for our area. This provides a nearly seamless experience for industrial prospects and is frequently sighted as a positive model of cooperation and efficiency.

ETEDA provides many services to prospective and existing industrial customers including provision of information regarding labor and training statistics, utility service availability, and material transportation information. ETEDA also provides regional real estate location information through a complex, well-maintained database of available properties and buildings. The full range of services offered to industrial clients can be found on the ETEDA website ([www.eteda.org](http://www.eteda.org)).

Specific ETEDA programs and accomplishments are detailed in the organization's quarterly newsletter and its Regional Partnership Annual Review. This newsletter is mailed to you and members of the Council.

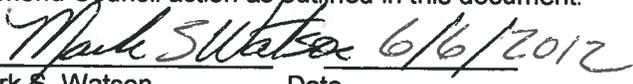
The City joined ETEDA through its functioning as a TVA Regional Industrial Development Agency (RIDA). Thus, the funding for the membership is through the Electric Fund and the Electrical Director sits on the ETEDA Board. TVA encourages membership on the Board by reimbursing the City for one half of the membership dues; therefore, the actual cost of membership will be \$13,058.00.

Measuring accomplishments in an Economic Development Program is always difficult. This is especially true in regional organizations where any success is the result of a variety of players. That said, it is the opinion of staff that ETEDA has been a valuable asset to the City and to our region as a whole. As such, we recommend approval of the attached resolution.

  
Jack L. Suggs  
Electrical Director

**City Manager's Comments:**

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

  
Mark S. Watson

6/6/2012  
Date

**RESOLUTION**

A RESOLUTION AUTHORIZING THE CITY TO CONTINUE PARTICIPATION IN THE EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, WITH ANNUAL MEMBERSHIP DUES IN THE AMOUNT OF \$26,116.00 FOR THE 2012 CALENDAR YEAR.

WHEREAS, the City of Oak Ridge recognizes the value of the East Tennessee Economic Development Agency (ETEDA), an organization operating in East Tennessee to promote retention and expansion of existing industrial business and the development of new business in the East Tennessee area; and

WHEREAS, the City of Oak Ridge is a member of ETEDA and wishes to continue that membership in an effort to promote economic development in the East Tennessee area in general and Oak Ridge in particular; and

WHEREAS, the membership dues for ETEDA for calendar year 2012 are \$26,116.00; and

WHEREAS, \$13,058.00 of the membership dues will be reimbursed to the City by the Tennessee Valley Authority (TVA) under a separate contract termed the Industrial Development Contract (Contract 01BKY-268931), approved by City Council through Resolution 3-46-01; and

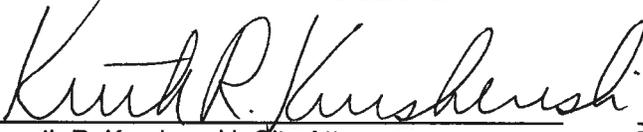
WHEREAS, the City Manager recommends the City's continued participation in ETEDA and payment of the above stated dues.

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 continue participation in the East Tennessee Economic Development Agency, with annual membership dues in the amount of \$26,116.00 for the 2012 calendar year.

This the 11th day of June 2012.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**PUBLIC WORKS MEMORANDUM  
12-16**

DATE: May 23, 2012  
TO: Mark S. Watson, City Manager  
FROM: Gary M. Cinder, P.E., Director of Public Works  
**SUBJECT: ROOF REPLACEMENT AT FIRE STATION 3**

The accompanying resolution awards a contract in the estimated amount of \$53,200 to C.M. Henley Company, LLC, Knoxville, TN for the labor, materials, supplies, tools and equipment required to install a new roofing and guttering system at City of Oak Ridge, Fire Station 3.

The roof on this building has consistently experienced leaks. New shingles were installed while under warranty shortly after the station opened. In 2004, shingle repair and additional guttering were installed, but has not proven to solve the leak problems.

Prior to developing the specifications for this project, Bankston Architectural Group inspected the roof to determine the cause of the numerous leaks that have occurred over the past two years. The architect determined there was inadequate guttering which allowed water to penetrate under the flashing in several areas of the roof.

The architect required in the specifications for the shingles and roofing felt to be removed, any plywood sheeting that shows damage or decay to be removed and replaced with the application of a self-adhering underlayment placed on the sheeting prior to installing the new shingles which is superior to typical roofing felts and provides a watertight seal. The aluminum coping will be replaced and all roof penetrations will be flashed and sealed. The guttering system will be replaced and leaf guards installed to prevent stopped up drains causing water to overflow the gutters. The new roof will contain a 30-year warranty.

Competitive bids for this project were advertised and bids were received from three contractors with C.M. Henley Company, LLC submitting the lowest bid.

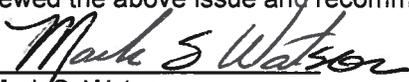
Funding is available in the Capital Projects Fund. Staff recommends approval of the accompanying resolution.

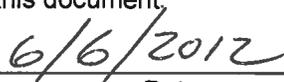
  
\_\_\_\_\_  
Gary M. Cinder

ks

**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

COR # 12-12  
OPENING DATE: May 10, 2012 3:00 P.M.

DESCRIPTION	ITEM	LENGTH (LF)	BIDDER:		BIDDER:		BIDDER:	
			AVG. COST	TOTAL	AVG. COST	TOTAL	AVG. COST	TOTAL
Fire Station #3 Roof Replacement  FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR ROOF REPLACEMENT OF FIRE STATION #3 PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT			C.M. Henley Co., LLC 2117 Mitchell Street Knoxville, TN 37917	\$ 53,200.00	\$ 73,825.00	Brogdon Roofing, Inc. 108 Mecco Lane Oak Ridge, TN 37830	\$ 125,833.00	Eskola Roofing 2418 Morelock Road Morristown, TN 37814
TOTAL PRICE			\$ 53,200.00	\$ 73,825.00	\$ 125,833.00			
TERMS			Net 30	Net 30	Net 30			
DELIVERY			per Contract	per Contract	per Contract			
F.O.B.			Oak Ridge	Oak Ridge	Oak Ridge			
VIA			Best Way	Best Way	Best Way			
OTHER BIDDERS CONTACTED: Tim Allen Roofing - Maynardville, TN Dixie Roofing, Inc. - La Follette, TN 37766								
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:					
<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			C.M. Henley Co. LLC 2117 Mitchell Street Knoxville, TN 37917					
BIDS OPENED AND RECORDED BY --- <i>Lynn Majorski</i> Lynn Majorski Accounting Division Manager			BIDS REVIEWED BY --- <i>Janice McGinnis</i> Janice McGinnis Finance Director					

**RESOLUTION**

A RESOLUTION AWARDING A CONTRACT (COR 12-12) TO C. M. HENLEY CO., LLC, KNOXVILLE, TENNESSEE, FOR THE FIRE STATION #3 ROOF REPLACEMENT PROJECT IN THE ESTIMATED AMOUNT OF \$53,200.00.

WHEREAS, the City of Oak Ridge owns and maintains Fire Station #3 located at 333 Tuskegee Drive, Oak Ridge, Tennessee; and

WHEREAS, the existing roof continues to leak and needs to be removed and replaced; and

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for installation of a new roof for Fire Station #3; and

WHEREAS, bids were received and publicly opened on May 10, 2012, with C. M. Henley Co., LLC, Knoxville, 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 C. M. Henley Co., LLC, 2117 Mitchell Street, Knoxville, Tennessee 37917, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services for the installation of a new roof at Fire Station #3; said award in strict accordance with COR 12-12, the required specifications, and the bid as publicly opened on May 10, 2012, and in the estimated amount of \$53,200.00.

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 June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**PUBLIC WORKS MEMORANDUM  
12-18**

**DATE:** May 29, 2012  
**TO:** Mark S. Watson, City Manager  
**FROM:** Gary M. Cinder, P.E., Director of Public Works  
**SUBJECT:** **COR 11-14-E2 Wastewater System Rehabilitation Program Emory Valley Sewer Shed  
COR 11-15-E3 Wastewater System Rehabilitation Program Emory Valley Sewer Shed**

The accompanying resolution authorizes change orders to the subject contracts for the purpose of expanding the geographic areas where work may be performed.

These two contracts were let for bid on July-28-2011 and approved by resolution 9-88-11 at the September 12, 2011 Council meeting. Normally the bid proposals for these contracts contain a list of line items describing various work tasks along with an estimated quantity and the type of payment for each unit which may be per foot or per item. The total estimated cost of the contract, and the basis of award, is calculated by multiplying the cost per unit times the estimated number of units and totaling the costs. Typically there are units included for contingencies that may not be used meaning the actual cost of work performed is less than the estimated total.

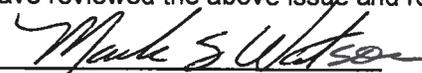
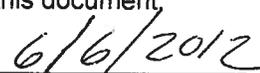
As originally presented, both contracts were focused on the Emory Valley Sewer Shed. As this work is being completed, it is clear both of the subject contracts will be under budget. Staff would like to take advantage of the remaining work items already approved by using these contracts to complete some repairs in other parts of City. The majority of these repairs are needed on 20 of the approximately 110 sanitary sewer lines that are located under streets scheduled to be resurfaced in calendar year 2012. By repairing these lines now, excavating new asphalt can be avoided and staff wants to take advantage of the favorable unit prices in these contracts.

Additional repairs are located in the northeast portion of the City where some rehabilitation work has already taken place, but it is anticipated there will be additional defects discovered when review of all the video inspection of those areas is complete. The areas are presently being evaluated and by expanding the scope of these contracts to include the entire collection system, needed repairs can be completed expeditiously. The value of both contracts will remain unchanged, only the location of where the work will be performed is being modified.

Staff recommends approval of the accompanying resolution.

  
\_\_\_\_\_  
Gary M. Cinder

ks

<p><b>City Manager's Comments:</b></p> <p>I have reviewed the above issue and recommend council action as outlined in this document.</p> <p> _____ Mark S. Watson</p> <p style="text-align: right;"> _____ Date</p>
---

**RESOLUTION**

A RESOLUTION AUTHORIZING A CHANGE ORDER TO CONTRACTS APPROVED BY RESOLUTION 9-88-11 (COR 11-14-E2 AND COR 11-15-E2) FOR THE REHABILITATION OF PORTIONS OF THE WASTEWATER COLLECTION AND TRANSPORTATION SYSTEM, AS REQUIRED FOR COMPLIANCE WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY ADMINISTRATIVE ORDER, IN ORDER TO EXPAND THE SCOPE OF WORK TO BE CITYWIDE.

WHEREAS, by Resolution 9-88-11, City Council awarded two contracts (COR 11-14-E2 and COR 11-15-E3) to Improved Technologies Group, LLC, Knoxville, Tennessee, for the rehabilitation of portions of the wastewater collection and transportation system as required for compliance with the U.S. Environmental Protection Agency Administrative Order; and

WHEREAS, COR 11-14-E2 and COR 11-15-E3 are limited to rehabilitation of the wastewater collection and transportation system at the Emory Valley Sewer Shed; and

WHEREAS, funds are available under both contracts to continue the project beyond the Emory Valley Sewer Shed and the contractor has agreed to continue the project in other areas of Oak Ridge for the same unit price cost, which will further the City's plan for complete remediation of the system as required by the Administrative Order; and

WHEREAS, the City Manager recommends the scope of work for both contracts be expanded beyond the Emory Valley Sewer Shed to be citywide.

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 change orders to the contracts approved by Resolution 9-88-11 with Improved Technologies Group, LLC, Knoxville, Tennessee (COR 11-14-E2 and COR 11-15-E3) to expand the scope of work to be citywide are hereby approved.

BE IT FURTHER RESOLVED that expanding the scope of work will allow the remaining funds under the contracts to be utilized toward the complete remediation of the wastewater collection and transportation system as required by the U.S. Environmental Protection Agency Administrative Order.

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

This the 11th day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

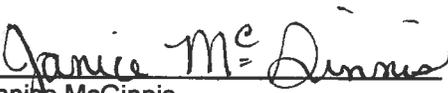
**FINANCE DEPARTMENT MEMORANDUM**  
**12-11**

DATE: June 1, 2012  
TO: Mark S. Watson, City Manager  
FROM: Janice E. McGinnis, Finance Director  
SUBJECT: Fiscal Year 2012 Audit Contract

In 2008, City Council's then Audit Committee reviewed proposals submitted by CPA firms for financial and compliance auditing and reporting services for fiscal years 2008 through 2012. On May 19, 2008, City Council adopted Resolution No. 5-44-08 which awarded the fiscal year 2008 audit contract and preparation of the government-wide and fund financial statement portion of the City's Comprehensive Annual Financial Report (CAFR) to Pugh & Company, P.C.. The contract contained options for four additional one-year audit periods through fiscal year ending 2012 with payment to be in accordance with the proposal submitted by Pugh & Company, P.C. dated April 11, 2008 and approval each year by City Council. The fee submitted in the proposal by Pugh & Company for fiscal year 2012 for audit and CAFR statement preparation is \$53,800.

The attached resolution will approve employment of Pugh & Company, P.C., Certified Public Accountants, to audit the City's accounts and funds and the Convention and Visitors Bureau and prepare the designated portion of the City's CAFR. For fiscal 2012, Pugh & Company will again be performing the audit for the Oak Ridge Schools. From a reporting standpoint, the Oak Ridge Schools are an intricate part of the City's CAFR and having the same auditing firm for the City and Schools allows for the sharing of information during the audit and expedites the preparation of both the City and Schools financial reports.

Current plans by staff are to request new proposals in the fall of 2012 for auditing and reporting services for fiscal years 2013 through 2017.

  
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 TO RENEW THE CONTRACT WITH PUGH & COMPANY, P.C., KNOXVILLE, TENNESSEE, APPROVED BY RESOLUTION 5-44-08, TO CONDUCT AN AUDIT OF THE CITY'S ACCOUNTS AND FUNDS FOR FISCAL YEAR 2012 AND FOR PREPARATION OF FINANCIAL STATEMENTS IN THE COMPREHENSIVE ANNUAL FINANCIAL REPORT, IN THE ESTIMATED AMOUNT OF \$53,800.00.

WHEREAS, Article V, Section 19, of the Charter provides that an audit shall be made of the accounts and funds of the City, covering the operations of the past fiscal year, by a certified public accountant selected by City Council; and

WHEREAS, by Resolution 5-44-08, City Council engaged the firm of Pugh & Company, P.C., Knoxville, Tennessee, to conduct the audit of the City's accounts and funds for the fiscal year ending June 30, 2008; and

WHEREAS, the contract for said audit contained an option to renew for up to four (4) additional one-year audit periods, including the fiscal year ending June 30, 2012; and

WHEREAS, Pugh & Company, P.C., has offered to renew the contract for a fee of \$53,800.00, including preparation of the government-wide and fund financial statements in the City's Comprehensive Annual Financial Report.

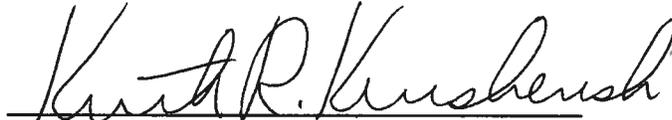
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the City is hereby authorized to renew the contract with Pugh & Company, P.C., approved by Resolution 5-44-08, for the purposes of conducting an audit of the accounts and funds of the City for the fiscal year ending June 30, 2012, and for preparation of the government-wide and fund financial statements in the Comprehensive Annual Financial Report in the estimated amount of \$53,800.00.

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 June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

# RESOLUTIONS

**PUBLIC WORKS MEMORANDUM**  
**12-19**

**DATE:** May 29, 2012  
**TO:** Mark S. Watson, City Manager  
**FROM:** Gary M. Cinder, P.E., Director of Public Works  
**SUBJECT:** STATE HIGHWAY MAINTENANCE CONTRACT

The accompanying resolution authorizes a contract between the City of Oak Ridge and the State of Tennessee 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, 2012 to June 30, 2013.

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 intersection of SR61 and SR95 to Wisconsin Avenue;
- 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.

The contract includes a total reimbursement of \$141,176 which is identical to the current contract for this fiscal year. The total is based on the approximate reimbursement of \$130,050.75 for roadway and pavement maintenance, \$5,556.60 for mowing of medians, and \$5,568.00 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 867,005 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 monthly cycle for six months of the year for the 20.58 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. Based on the City's current mowing contract, the annual cost for mowing along the state routes and medians is approximately \$86,200. Unlike the state's criteria of once per month, the City mows medians and right-of-ways along the state routes once every 10 days or three times per month. The contract also provides reimbursement for twelve monthly litter pickups along state routes.

Staff recommends approval of the accompanying resolution.

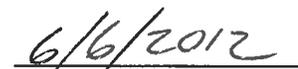
  
\_\_\_\_\_  
Gary M. Cinder, P.E.

Enclosure

**City Manager's Comments:**

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

  
\_\_\_\_\_  
Mark S. Watson, City Manager

  
\_\_\_\_\_  
Date

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 \$141,176.00.

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, 2012 through June 30, 2013 for a total reimbursement of \$141,176.00, 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 of prescribed sections of State routes within Oak Ridge during the period of July 1, 2012 through June 30, 2013, 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 June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
CONTRACT - CITY OF OAK RIDGE  
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)**

This Agreement made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the Department, and the CITY OF OAK RIDGE, hereinafter referred to as the City.

**WITNESSETH:**

WHEREAS, T.C.A., Sections 54-5-201–203 provide that the Department is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed and may enter into contracts with municipalities relative to this requirement where a municipality is organized for the care of its own streets, on a reimbursement basis; and

WHEREAS, the City is organized for the care of its own streets, and the parties want to enter into an agreement to provide for the maintenance of those sections of streets hereinafter itemized.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The City shall perform street maintenance on the hereinafter identified sections of City streets over which traffic on state highways is routed, for the period of time beginning July 1, 2012 and ending June 30, 2013.

The work performed by City under this agreement shall consist of those activities designated in the "Guidelines Covering Maintenance of State Highways through Municipalities", a copy of which is attached hereto and incorporated by reference as "Exhibit A". "Eligible items" are described on Exhibit A.

The street area to be maintained by City under this agreement shall include the roadway only, from curb to curb where curbs exist or to the shoulder lines where curbs do not exist, and will include the eligible grass control and the eligible litter removal activities.

The Department agrees to reimburse said City in the amount actually expended for street maintenance, not to exceed a total of \$0.15 per square yard of area routinely maintained, swept or flushed, and the Department agrees to reimburse said city for the eligible grass control activities and the eligible litter removal activities, not to exceed the number of cycles and the price per acre or mile, as described on "Exhibit A" page 2.

ROUTE NO.	SQUARE YARDS
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**ROANE COUNTY**

95	Oak Ridge Turnpike Roane-Anderson County Line to Wisconsin Avenue	
<b>Total State Route 95</b>		<b>52,203</b>

**ANDERSON COUNTY**

95	Oak Ridge Turnpike 591' East of Intersection of 95 and 61, Northwest 186' of Intersection to West to Roane-Anderson County Line	363,616
	Illinois and Tulane Avenue	1,955
<b>Total Square Yards State Route 95</b>		<b>365,571</b>
<b>Less Grass Median Square Yards</b>		<b>(15,968)</b>
<b>Total Roadway Surface Square Yards</b>		<b>349,603</b>

62	North Illinois Avenue - North City Limits to Intersection with Oak Ridge Turnpike (SR 95)	49,199
	South Illinois Avenue - Oak Ridge Turnpike to Solway Bridge (City Limit)	409,962
<b>Total Square Yards State Route 62</b>		<b>459,161</b>
<b>Less Grass Median Square Yards</b>		<b>(55,686)</b>
<b>Total Roadway Surface Square Yards</b>		<b>403,475</b>

170	Edgemoor Bridge to Solway Interchange	
<b>Total State Route 170</b>		<b>61,724</b>

**SUMMARY**

State Route 95 (Roane) Roadway Surface Square Yards	52,203
State Route 95 (Anderson) Roadway Surface Square Yards	349,603
State Route 62 Roadway Surface Square Yards	403,475
State Route 170 Roadway Surface Square Yards	61,724
<b>Grand Total Roadway Surface Square Yards</b>	<b>867,005</b>

**Total Roadway Surface Square Yards 867,005 @ \$0.15 = \$ 130,050.75**

SR 95 (R) Mowing 01.46 Acres @ \$45.00 = \$ 65.70 x 6 cycles =	\$ 394.20
SR 95 (A) Mowing 07.58 Acres @ \$45.00 = \$ 341.10 x 6 cycles =	\$ 2,046.60
SR 62 Mowing 11.54 Acres @ \$45.00 = \$ 519.30 x 6 cycles =	\$ 3,115.80
SR 170 Mowing 00.00 Acres @ \$45.00 = \$ 00.00 x 6 cycles =	\$ 00.00
SR 95 (R) Litter 01.04 Miles @ \$50.00 = \$ 52.00 x 12 cycles =	\$ 624.00
SR 95 (A) Litter 05.10 Miles @ \$50.00 = \$ 255.00 x 12 cycles =	\$ 3,060.00
SR 62 Litter 03.14 Miles @ \$50.00 = \$ 157.00 x 12 cycles =	\$ 1,884.00
SR 170 Litter 00.00 Miles @ \$50.00 = \$ 00.00 x 12 cycles =	\$ 00.00

**TOTAL AMOUNT OF CONTRACT \$ 141,175.35**

"In no event shall the maximum liability of the Department for all services under this contract exceed \$141,176.00."

**CONTRACT - CITY OF OAK RIDGE  
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)  
Page 3**

The Department will not be obligated to reimburse the cost for repairing sections of State highways damaged as the result of the activities of any public or private utility.

The City will furnish the Department with itemized monthly sworn statements, by the 20th of each month for work performed the previous month, setting out in detail the amount expended for labor, equipment, materials and shall furnish copies of receipted vendors invoices for materials used. If a contractor or contract labor or contract equipment rental is used on the above state highways the City agrees to furnish a detailed invoice from the Vendor for work performed. In no event will accounts be paid which were incurred more than sixty (60) days prior to submission to the Department unless an extension of time has been requested by the City and granted by the Director of Maintenance. The City hereby submits to the Department, a statement showing the wage scale by classification proposed to be paid, with the Department's equipment rental rates to be charged, identified as "Exhibit B", attached hereto and incorporated herein by reference, which exhibit shall be subject to approval of the Department. The Department agrees to pay monthly bills as soon after receipt thereof as it can be checked and warrants issued. The Department will be furnished a work report by the City, which will detail the work performed by activity including the quantified units of measure, as identified in Exhibit A, to correspond to the requests for reimbursement of each activity submitted. The City's failure to comply with this requirement shall relieve the Department of any obligation to reimburse the City for the subject work.

Prior to the beginning of non-routine maintenance work outside the scope of this agreement, the City shall notify the Department of its intentions in writing, and shall give the Department an opportunity to inspect the sections of State highways proposed to be maintained. During the time such work is being performed, the Department shall have a right to inspect said work and the City hereby agrees to carry out such instructions as may be given by the representatives of the Department making any such inspection.

The City agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the City to comply with this provision shall constitute a material breach of the agreement and may subject the City to the repayment of all damages suffered by the state and/or the Tennessee Department of Transportation as a result of said breach.

**CONTRACT - CITY OF OAK RIDGE  
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)  
Page 4**

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

The City shall maintain documentation for all charges against the Department under this contract. The books, records, and documents of the City, insofar as they relate to the 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 be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in any program or activity or in the employment practices of the City and will immediately take any measure necessary to effectuate this agreement. The City shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

The City acknowledges that it has total and complete responsibility for appropriate maintenance of the designated streets.

The Department, by the execution of this agreement, does not assume any liability for damages caused to persons or property by reason of the City maintaining said sections of State highways, or by reason of the City's decisions regarding whether and to what extent a street should be maintained. The Department assumes no liability for injury to any employee of the City performing maintenance work under this agreement. The Department shall have no liability except as specifically provided in this contract.

**CONTRACT - CITY OF OAK RIDGE  
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)**

Page 5

The contract shall be deemed effective by the parties as of July 1, 2012, regardless of the date it is executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officials on the date set forth below.

The undersigned Municipal official verifies that he/she is authorized to execute this contract on behalf of the municipality.

**CITY OF OAK RIDGE**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
JOHN C. SCHROER  
COMMISSIONER

DATE: \_\_\_\_\_

Approved as to Form and Legality

Approved as to Form and Legality

By: *Kurt R. Kushenok*  
CITY ATTORNEY

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

**GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

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

Activity	Units 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 on medians (Also back of curbs or shoulders on C.A.*)	Acres
438 Debris, Trees, etc., removal from Roadway surface only (Also Brush control on C.A.*, according to TDOT Tree and Vegetation policy)	Man Hours
441 Litter removal on medians (Also back of curbs or shoulders on C.A.*)	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 and ice removal	Tons
463 Anti-icing (Salt Brine)	Gallons
470 Pavement Markings	Line Miles
471 Specialty Markings	Each

\* C.A.- Controlled-Access Highways

The following items are the responsibility of the Municipalities and are not eligible for State maintenance reimbursement:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or shoulder lines on non-C.A.\*
3. Litter from right-of-way back of curbs or shoulder lines on non-C.A.\*
4. Storm drainage
5. Traffic control signs and signals and any other traffic control or monitoring devices
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or shoulders on non-C.A.
9. Sidewalks

\* C.A.- Controlled-Access Highways

**NOTE:**

1. Major resurfacing when generally required will be performed by the Tennessee Department of Transportation as a construction project, in accordance with a program developed after consultation with the municipalities.
2. The Department of Transportation will furnish and maintain route markers through the Municipalities.
3. The Department of Transportation assumes responsibility for maintaining everything inside the right-of-way fences on the Interstate System of Defense Highways with its own forces, except lighting systems.  
(Chapter 54-5-206, Tennessee Code Annotated.) Rev. 5-11-04.

**GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The eligible litter removal activities on controlled-access state highways and grass medians only on non-controlled-access state highways will be calculated, by (12) cycles, by the price per mile as described below:

Litter removal on non-controlled-access highways **1 pass mile-median only**

No. of Miles	by	No. of cycles	by	Amount per pass mile
Total		12		\$50.00

Litter removal on controlled-access highways **2 pass mile-no median**

No. of Miles	by	No. of cycles	by	Amount per pass mile
Total		12		\$100.00

Litter removal on controlled-access highways **3 pass mile w/median**

No. of Miles	by	No. of cycles	by	Amount per pass mile
Total		12		\$150.00

The eligible grass control activities on controlled-access state highways and medians only on non-controlled-access state highways will be calculated, by number of acres, by (6) cycles, by the average state contract price of \$45.00 per acre on state highways:

State Highways

No. of acres	by	No. of cycles	by	Amount per acre
Total		6		\$45.00

Note: The eligible grass control activities and the eligible litter removal activities will be invoiced for reimbursement by the cycle.

**"EXHIBIT B"**

**CITY OF OAK RIDGE**

**MAXIMUM ALLOWABLE EQUIPMENT RATES**

**2012 – 2013 FISCAL YEAR**

<b>ITEM NO</b>	<b>DESCRIPTION OF EQUIPMENT</b>	<b>RATE</b>	<b>UNIT</b>
01	SEDAN, POLICE OR FULL SIZE	12.00	HR
02	TRUCK, PICKUP	11.00	HR
03	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
05	TRUCK, UTILITY/SERVICE BODY	14.00	HR
06	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
07	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
08	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
09	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
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 TIRE (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRE (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR

**"EXHIBIT B"**

**CITY OF OAK RIDGE**

**MAXIMUM ALLOWABLE EQUIPMENT RATES**

**2012 – 2013 FISCAL YEAR**

<b>ITEM NO</b>	<b>DESCRIPTION OF EQUIPMENT</b>	<b>RATE</b>	<b>UNIT</b>
43	LOADER, FT END RUBBER TIRE (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

**“EXHIBIT B”  
CITY OF OAK RIDGE  
MAXIMUM ALLOWABLE EQUIPMENT RATES  
2012-2013 FISCAL YEAR**

**LABOR RATES            Beginning July 1, 2012 and ending June 30, 2013**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>
<b>Maintenance Worker</b>	<b>\$ 12.47</b>	<b>\$ 19.06</b>
<b>Maintenance Mechanic</b>	<b>\$ 13.75</b>	<b>\$ 21.03</b>
<b>Utility Maintenance Specialist</b>	<b>\$ 16.71</b>	<b>\$ 25.55</b>
<b>Equipment Operations Specialist</b>	<b>\$ 15.16</b>	<b>\$ 23.18</b>
<b>Facilities Maintenance Specialist</b>	<b>\$ 16.71</b>	<b>\$ 25.55</b>
<b>Signs &amp; Markings Specialist</b>	<b>\$ 16.71</b>	<b>\$ 25.55</b>
<b>Utility Line Maintenance Crew Chief</b>	<b>\$ 20.31</b>	<b>\$ 31.06</b>
<b>Street Maintenance Crew Chief</b>	<b>\$ 18.42</b>	<b>\$ 28.18</b>
<b>Temporary Laborer</b>	<b>\$ 11.89</b>	<b>\$ 18.18</b>

**Note: An overhead fee of 97% for fringe benefits and associated overhead will be applied to the above performance rates during the fiscal year for all employees other than Temporary Laborers.**

**PUBLIC WORKS MEMORANDUM**  
**12-17**

DATE: May 25, 2012

TO: Mark S. Watson, City Manager

FROM: Gary M. Cinder, P.E., Director of Public Works

SUBJECT: **Police Department Security Upgrade Project**

The accompanying resolution awards a contract in the estimated amount of \$277,088 to Richardson Turner Construction Company, Knoxville, TN, for the labor, materials, supplies, tools and equipment, and to amend the professional services agreement with Bankston Architectural Group, Knoxville, TN in the estimated amount of \$20,000 for construction services required to renovate and install security enhancements in the Oak Ridge Police Department offices located within the Municipal Building.

The current configuration of the Police Department does not provide security for the general public and employees in the Police Records office. The entrance to the Police Department has been used as the handicapped accessible entrance to the Municipal Building for many years. With the addition of the accessible entrance near the Mayor's office, the public entrance into Police Records is no longer required during normal business hours.

This project has experienced several re-designs by Bankston Architectural Group to provide bid specifications that provide for the upgrading of both security and accessibility.

- The Records Office window will be relocated to the front of the Municipal Building and will open into the lobby outside the courtroom and will include a wheelchair accessible window. This relocation will permit the closure of the current entrance into the Police Department to the general public with access limited by the proximity card reader for authorized employees.
- The current accessible public entrance to the Police Department will remain and be renovated to become the waiting area for persons needing to see an officer during nights and weekends. The current phone system in this area used to remotely contact Dispatch will remain.
- The former garage access to the jail will be converted into a squad room where the officers can have roll call, conduct meetings and file reports.
- A small conference room will be added in the renovated Records area that will permit the Police Department to hold meetings and interviews within the Administrative area.

PUBLIC WORKS MEMORANDUM  
12-17

May 25, 2012

Page 2

The design for this project has encompassed more than one year. The services received from Bankston Architectural Group have been excellent and have exceeded the original scope of the project. Several specialists have been consulted including an electrical engineer and interior designer to provide specifications for the needed products to be utilized for the project. An amendment to the professional services agreement in the amount of \$20,000 is required for Bankston Architectural Group to assist the city with construction services. The total of the professional services agreement for this project is in the estimated amount of \$43,000.

Bids for this project were advertised and were received from two contractors with Richardson Turner Construction Company submitting the lowest bid. Funding for this project is available in the Capital Projects Fund. Staff recommends approval of the accompanying resolution.

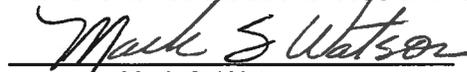
  
\_\_\_\_\_  
Gary M. Cinder

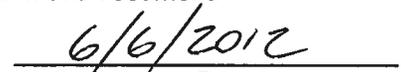
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Enclosure

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 AWARDING A CONTRACT (COR 12-05) TO RICHARDSON TURNER CONSTRUCTION COMPANY, KNOXVILLE, TENNESSEE, FOR THE POLICE DEPARTMENT SECURITY UPGRADE PROJECT IN THE ESTIMATED AMOUNT OF \$277,088.00 AND AUTHORIZING AN ADDITIONAL \$20,000.00 TO BANKSTON ARCHITECTURAL GROUP, KNOXVILLE, TENNESSEE, FOR CONSTRUCTION OVERSIGHT SERVICES.

WHEREAS, on April 8, 2011, the City entered into an agreement with Bankston Architectural Group, Knoxville, Tennessee, to design and modify the Police Department for security purposes (\$20,000.00) and to design an accessibility ramp and canopy for the Municipal Building at the entrance near the City Clerk's Office (\$3,000.00); and

WHEREAS, due to the need for consultation with specialists such as electrical engineers and interior designers, proposed changes, and specifications for needed products, Bankston Architectural Group has already expended the funds allocated for the Police Department Security Upgrade project under the April 8, 2011 agreement; and

WHEREAS, the City needs the construction oversight services of Bankston Architectural Group during the construction phase of this project and the City Manager recommends an amendment to the April 8, 2011 agreement to provide for an additional \$20,000.00 to cover this cost; and

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for the Police Department Security Upgrade project; and

WHEREAS, bids were received and publicly opened on May 10, 2012, with Richardson Turner Construction Company, Knoxville, 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 Richardson Turner Construction Company, 10425 Cogdill Road Suite 100, Knoxville, Tennessee 37932, for the furnishing of all labor, tools, materials, equipment and supplies necessary to perform all work and services for the Police Department Security Upgrade project; said award in strict accordance with COR 12-05, the required specifications, and the bid as publicly opened on May 10, 2012, and in the estimated amount of \$277,088.00.

BE IT FURTHER RESOLVED that the April 8, 2011 agreement between the City and Bankston Architectural Group, Inc., Knoxville, Tennessee, is hereby amended to increase the compensation by an additional \$20,000.00 for a total estimated amount of \$43,000.00.

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 June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**FINANCE DEPARTMENT MEMORANDUM**  
**12-10**

DATE: May 31, 2012  
TO: Mark S. Watson, City Manager  
THROUGH: Janice E. McGinnis, Finance Director *Jenn*  
FROM: Lyn Majeski, Accounting Division Manager

**SUBJECT: COMPETITIVELY BID COMMODITY REQUIREMENTS FOR FISCAL YEAR 2013**

The accompanying resolution provides for the approval of the City's routine commodity requirements that are competitively bid in the total estimated amount of **\$1,271,600**.

Annual contract orders effectively commit the City's full requirements for a specific commodity with the supplier for a specified period. The supplier agrees to meet the City's service requirements at the agreed upon price, generally fixed for the contract term. The supplier is ensured of a certain level of business activity at an estimated quantity and can adjust their inventory and service level accordingly. Delivery lead times are reduced and additional savings are achieved through paperwork and inventory reduction. The accompanying bid abstracts provide the bid quotation detail and explain the award recommendation. The following information is provided to further explain the evaluation and recommendation process.

WAREHOUSE STOCK STONE – REQUEST #128950

The recommended supplier for this product is Rogers Group, Inc. which provided the lowest bid received. This product is delivered to the stockpile located at the Central Service Complex. The FY13 estimated cost for this product is **\$183,600**.

STONE PRODUCTS – REQUEST #128951

The recommended supplier for these items is Rogers Group, Inc., which provided the lowest total bid received. The FY13 estimated cost for these products total **\$134,675**.

HOT MIX ASPHALT – REQUEST #128952

The recommended supplier for this product is Rogers Group, Inc., which provided the only bid. Staff believes this to be a fair bid for the City's annual requirement after a review of current State pricing received for construction contracts this year. When Rogers Group, Inc. cannot meet the City's requirement on any given day, staff will utilize secondary suppliers such as Duracap Asphalt Materials, LLC or APAC, Inc. to those immediate needs. The FY13 estimated cost for this product is **\$303,325**.

The following items are routinely used by City departments. These items will be competitively bid and purchased on an as needed basis during the fiscal year.

CHEMICAL SUPPLIES FOR WATERWORKS

Various chemicals are used on a routine basis by the water and wastewater treatment plants. This includes Chlorine, Hydrofluosilic Acid, Ferric Chloride, Activated Carbon, Polymer, Phosphate, Corrosion Inhibitor and Hydrogen Peroxide. These items will be competitively bid as needed. The estimated amount for FY13 is **\$450,000**.

COMPUTERS, PRINTERS, SERVERS AND OTHER COMPUTER RELATED EQUIPMENT

Staff is requesting that Council authorize an expenditure of \$200,000 for the purchase of computers and computer related items for City departments in FY13 that are routinely replaced as needed. The estimated life of a computer is four years. These items will be competitively bid as the need arises. The estimated amount for FY13 is **\$200,000**.

Staff recommends approval of the attached resolution as submitted. Funds are budgeted and available in fiscal year 2013 and included in the existing property tax and utility rates.

Lyn Majeski  
Lyn Majeski

**City Manager's Comments:**

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

Mark S Watson  
Mark S. Watson

6/6/2012  
Date

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

REQUEST NUMBER: 128950  
 OPENING DATE: MAY 24, 2012 2:00 P.M.  
 FOR ---

DESCRIPTION	ITEM	UNIT	BIDDER:		BIDDER:		BIDDER:	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
WAREHOUSE STOCK STONE								
ANNUAL CONTRACT ORDER FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2013 FOR STOCK STONE FOR USE BY VARIOUS CITY OF OAK RIDGE DEPARTMENTS.								
BASE STONE	1	12,000 TONS	\$ 15.30	\$ 183,600.00	\$ 16.65	\$ 199,800.00		
TOTAL PRICE				\$ 183,600.00		\$ 199,800.00		
TERMS				NET 30 DAYS		NET 15 DAYS		
DELIVERY				AS REQUESTED		AS REQUIRED		
F.O.B.				DELIVERED		DELIVERED		
VIA				TRUCK		TRUCK		
OTHER BIDDERS CONTACTED Vulcan Materials Company -- Knoxville, TN								
REASON FOR AWARD			RECOMMEND AWARD BE MADE TO:					
<input type="checkbox"/> ONLY AVAILABLE SOURCE <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input checked="" type="checkbox"/> LOWEST TOTAL COST			Rogers Group, Inc. 250 Union Valley Rd Oak Ridge, TN 37830					
BIDS OPENED AND RECORDED BY---			Lyn Majeski Accounting Division Manager BIDS REVIEWED BY--- Janice McGinnis Finance Director					



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

REQUEST NUMBER: 128952  
OPENING DATE: MAY 24, 2012 2:00 P.M.

FOR --- HOT MIX ASPHALT	DESCRIPTION	ITEM	UNIT	BIDDER: Rogers Group, Inc. 250 Union Valley Rd Oak Ridge, TN 37830		BIDDER:		BIDDER:	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	ANNUAL CONTRACT ORDER FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2013 FOR HOT MIX ASPHALT FOR THE CITY OF OAK RIDGE								
	HOT MIX ASPHALTIC CONCRETE TDOT SECTION 411, GRADE E, PICKED UP BY CITY TRUCKS	1	2,200 TONS	\$ 78.25	\$ 172,150.00				
	HOT MIX BITUMINOUS CONCRETE BASE MATERIAL TDOT SECTION 307, GRADE B, PICKED UP BY CITY TRUCKS	2	1,200 TONS	\$ 69.05	\$ 82,860.00				
	GRADE C HOT MIX, TDOT SECTION 411 AND 307, PICKED UP BY CITY TRUCKS	3	300 TONS	\$ 71.75	\$ 21,525.00				
	GRADE D HOT MIX, TDOT SECTION 411 AND 307, PICKED UP BY CITY TRUCKS	4	300 TONS	\$ 89.30	\$ 26,790.00				
	DELIVERY CHARGE PER TON OF ITEM 1, 2, AND 3. MINIMUM 20 TON LOAD NOTE: ALL QUANTITIES ARE ESTIMATED	5		\$ 3.60	\$ -				
	TOTAL PRICE			\$	303,325.00				
	TERMS				NET 30 DAYS				
	DELIVERY				AS REQUIRED				
	F.O.B.				PLANT - 8 MILES				
	VIA				CITY TRUCK				
OTHER BIDDERS CONTACTED Vulcan Materials Company -- Knoxville, TN Aggregates USA LLC -- Knoxville, TN Duracap Asphalt Materials LLC -- Knoxville, TN									
BIDS OPENED AND RECORDED BY --- <i>Lyn Majeski</i> Lyn Majeski Accounting Division Manager									
REASON FOR AWARD ONLY BID RECEIVED <input checked="" type="checkbox"/> LOW PRICE BETTER OR REQUIRED DELIVERY <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>									
RECOMMEND AWARD BE MADE TO: Rogers Group, Inc. 250 Union Valley Rd Oak Ridge, TN 37830									
BIDS REVIEWED BY --- <i>Janice McGinnis</i> Janice McGinnis Finance Director									

**RESOLUTION**

A RESOLUTION AWARDING BIDS IN THE GRAND TOTAL ESTIMATED AMOUNT OF \$1,271,600.00 FOR THE FURNISHING OF VARIOUS MATERIALS AND RESIDENTIAL DEMOLITION SERVICES AS REQUIRED BY THE CITY DURING FISCAL YEAR 2013.

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of various materials as required during Fiscal Year 2013 (July 1, 2013 through June 30, 2013) and has received competitive bids which were publicly opened; and

WHEREAS, other required materials, with an aggregate cost exceeding \$25,000 during Fiscal Year 2013, will be competitively bid during the year on an as needed basis; and

WHEREAS, the City Manager recommends that awards be made based upon the competitive bids that have or will be received with the respective suppliers of materials hereinafter set forth.

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

That the recommendation of the City Manager is approved and awards are hereby made as follows:

To Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing of warehouse stock stone products, in accordance with its bid as submitted and publicly opened on May 24, 2012, as shown on Request No. 128950, in an estimated amount of \$183,600.00.

To Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing of non-stock stone products, in accordance with its bid as submitted and publicly opened on May 24, 2012, as shown on Request No. 128951, in an estimated amount of \$134,675.00.

To Rogers Group, Inc., 250 Union Valley Road, Oak Ridge, Tennessee 37830, for the furnishing of hot mix asphalt, in accordance with its bid as submitted and publicly opened on May 24, 2012, as shown on Request No. 128952, in an estimated amount of \$303,325.00.

To the lowest and best responsible bidder for the furnishing of chemicals for the Water and Wastewater Treatment Plants, including chlorine, hydrofluosilic acid, ferric chloride, activated carbon, polymer, phosphate, corrosion inhibitor and hydrogen peroxide, in an estimated amount of \$450,000.00.

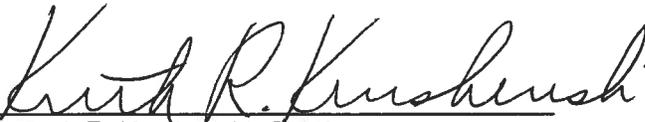
To the lowest and best responsible bidder for the furnishing of computers, printers, servers, and other computer-related equipment for City departments, in an estimated amount of \$200,000.00.

Said awards in the grand total estimated amount of \$1,271,600.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute contracts for and on behalf of the City of Oak Ridge in connection with supplying the above materials and services, where required by law.

This the 11th day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**FINANCE DEPARTMENT MEMORANDUM**

**12-09**

DATE: May 31, 2012  
TO: Mark S. Watson, City Manager  
THROUGH: Janice E. McGinnis, Finance Director *Jean*  
FROM: Lyn Majeski, Accounting Division Manager  
SUBJECT: **NEGOTIATED ANNUAL ORDERS FOR FISCAL YEAR 2013**

The accompanying resolution provides for certain routine annual orders totaling **\$5,321,600** for those services and materials that do not lend themselves to the normal competitive bidding procedure. It is recommended that competitive bids be waived and awards made to a Sole Provider, Best Provider or Partnership Contract Provider based upon written quotations and agreements with the perspective suppliers.

While the bulk of the City's requirements for products and services are competitively bid on a routine basis, the nature and circumstances of certain needs require a negotiated award. Each requirement is listed in the accompanying resolution and the following information is provided by category to explain each recommendation.

**SOLE PROVIDER**

These providers are determined to be the sole source of the services or products based on being the only available supplier or the only practical supplier.

**1. Computer Software Upgrade and Maintenance**

The City utilizes five major computer software packages, one each for public safety, financial information, public works, the public library and a GIS Software that is used Citywide. Each software package has annual upgrades, available from the supplier of the software that must be purchased for the systems to remain viable. City staff may also require support (on-site and/or off-site) from the providers for various applications. The five providers are VisionAir (\$75,000), SirsiDynix (\$22,000) Infor Global Solution (\$27,000) ESRI (\$16,400) and Oracle America, Inc. (\$24,000). The total estimated amount is **\$164,400**.

**2. Radio Replacement**

The City's 800 MHz radio system was purchased during FY94 from Motorola and upgraded to allow digital expansion capabilities of the system in 2008. The maintenance agreement for the radio communications system requires that the City utilize Motorola equipment. Heavily used handheld and automobile radios and accessory equipment periodically require replacement. Funds are budgeted in the Emergency Communications, Electric and Waterworks Funds for the replacement radios. Individual radios cost approximately \$2,200 to \$3,200 each. The total estimated amount is **\$50,000**.

**SOLE PROVIDER, Continued**

**3. Recycled Biosolids Disposal**

During 2003, the City began using a portable belt press to process biosolids produced at the Wastewater Treatment Plant. The estimated annual production of biosolids should be approximately 4,000 wet tons, which require disposal at an approved solid waste facility. Chestnut Ridge Landfill owned and operated by Waste Management is an approved solid waste landfill and has requested the estimated unit rate of \$29.40 per ton for FY13 that will apply to biosolids produced. The total estimated amount is **\$117,600**.

**4. Electric Meters and Related Equipment**

Electric meters are purchased for the Electric Department on an as needed basis. Due to standardization of electric meters throughout the city, staff is recommending that formal sealed bids be waived and purchases be awarded to Stuart C. Irby. Staff will be testing automatic meter reading (AMR) systems and new meters and related equipment would be purchased from a company such as Sensus Metering Systems, Inc., Elster or Tantalus Systems Corp. The total estimated amount is **\$100,000**.

**5. Water Meters and Related Equipment**

Water meters and expansion connections are purchased for the Public Works Department on an as needed basis for the meter replacement program and for residential and commercial growth. Due to standardization of water meters throughout the city, staff is recommending that formal sealed bids be waived and purchases be awarded to Badger Meter and Elster AMCO Water Inc. Staff is considering an automatic meter reading (AMR) system and new meters and related equipment would be purchased from companies such as Sensus Metering Systems, Inc., Elster or Tantalus Systems Corp. The total estimated amount is **\$250,000**.

**6. In-Car Digital Video Cameras for Police Vehicles**

The sole source vendor is L3 Communications. They will provide in-car digital video recording equipment to be compatible with the City's existing equipment. This will fund 10 cameras for police vehicles and replacements cameras during the year. The estimated amount is **\$55,000**.

**7. Sewer Flow Meters**

The EPA Administrative Order requires the City to monitor the flow within the sewer system. This is accomplished by utilizing flow meters, strategically placed in manholes. The flow meters record the system flows which are periodically downloaded and analyzed. Public Works Department staff currently uses two brands of flow meters with Teledyne/ISCO providing the most reliable and user friendly meter. The flow meters must be replaced when it becomes to cost prohibitive to repair and recalibrate them. At any one time, there are approximately twenty flow meters installed in the sewer system. Due to age, wear and tear, it is anticipated that up to eight meters could require replacement during FY13 at an approximate cost of \$3,600 each. The total estimated amount is **\$30,000**.

## **BEST PROVIDER**

These providers are determined to be the best source of the services or products based on the provider's expertise, service record or contractual agreement.

### **1. Unleaded and Diesel Fuel**

The vendor is Mansfield Oil Company. This vendor saves several staff hours each month by monitoring and shipping fuel as needed. Costs for fuel have historically fluctuated on an annual basis, with an overall increasing trend. Fuel costs increased 10% from FY09 (\$443,365) to FY10 (\$486,901) and increased 33% from FY10 to FY11 (\$648,481). Estimated fuel cost for FY12 (\$675,000) is at a 4% increase over FY11. Due to fluctuating fuel costs, staff estimates a 10% price increase over the FY12 projected cost for this commodity. The total estimated amount is **\$742,500**.

### **2. Medical Supplies**

The vendor is Emergency Medical Products, Inc. This vendor provides excellent customer service to the Fire Department. They will exchange out expired drugs (have found no other vendor that will) and provides free shipping with a minimum order. The total estimated amount is **\$45,000**.

### **3. Fire Hydrants**

Hydrants are included in warehouse stock. The value of hydrants has increased due to manufacturing costs. The Public Works Department purchases each year approximately 75 four foot bury hydrants for the City's hydrant replacement program and emergency use. The delivery for this item can be 4-6 weeks. The City staff has standardized hydrants used throughout the City, which are purchased directly from the manufacturer through G & C Supply Company, Piping Supply, Consolidated Pipe & Supply Co., and HD Water Supply. These items will be competitively bid as needed. The estimated amount is **\$97,500**.

### **4. Poles**

These items are warehouse stock and include all sizes of wood and metal poles for use by the Electric Department. This item varies by the size and quantity required for certain jobs. Staff will attempt to order by the full truckload so that freight charges will be less than with partial loads. The poles will be procured through competitive bids from companies such as Thomasson Company, Baldwin Pole Company and Cox Industries, Inc. The estimated amount is **\$75,000**.

### **5. Cables**

This item includes OH (overhead) and URD (underground) cables in warehouse stock for use by the Electric Department. The increasing cost of metals has directly influenced the price of these items. These items will be procured through competitive bids from suppliers such as Stuart C. Irby Company, Wesco Distribution, Inc. and Power Supply Company. The estimated amount is **\$150,000**.

## **BEST PROVIDER, Continued**

### **PROFESSIONAL SERVICES**

The following suppliers will be utilized on an as-needed basis throughout the fiscal year by various departments for professional services. These providers are chosen based on expertise, quality service and continuity of service. Tennessee Code Annotated §12-4-106 provides for the award of professional service contracts without competitive bidding.

#### **1. Power Distribution System Consultants**

The Electric Department has utilized the services of engineering consultant firms for over twenty years. This arrangement is required to allow for completion of specific projects in a timely manner. For work costing in excess of a few hundred dollars, a written proposal is required prior to commencement of the work. The expenditures are made to qualified engineering firms with electrical distribution expertise, including but not limited to: Allen and Hoshall, DHRS-Engineering Solutions, Inc., Lackey and Associates, Inc., Mesa Associates, Inc., Dean Orr and El Review and Company, Inc. The total estimated amount is **\$85,000**.

#### **2. Information Services Consultants**

The City has demonstrated a need for temporary technical support, particularly in the Information Services Department, for special projects that require expertise in a timely manner in specific areas such as network, servers, software selection and Geographic Information Systems. The expenditures will be made to qualified companies such as Integracon, Infor Global Solutions, Z11 Communications LLC and Rusty Jackson and Associates. The total estimated amount is **\$300,000**.

### **CONTRACTUAL SERVICES**

The following suppliers submitted bids or cost proposals in a previous fiscal year for the provision of materials and services on a multi-year basis.

#### **1. Employee Uniforms**

Aramark Uniform Service, Inc. has provided the City's uniform service contract for fourteen years. This contract provides work uniforms for approximately one hundred fifteen (115) City employees located in various departments. The uniform service contract consists of picking up dirty uniforms, laundering the uniforms and delivering clean uniforms for a weekly fee. The contractor also charges for the replacement of worn or damaged uniforms that are replaced on an as-needed basis. City staff estimates that the cost to supply all new uniforms to these employees at one time would exceed \$50,000. The current uniforms have a useful life of three to four years, which enables the City to pay for replacements on an "as needed" basis and thereby spreads the cost over multiple years. The supplier agreed to continue this contract for FY12 and FY13 at a 10% reduction per uniform cost. The total estimated amount per fiscal year is **\$59,000**.

#### **2. Employee Life and Long Term Disability Insurance**

Marsh USA, Inc., insurance broker for the City, negotiates the employee life insurance rates with Standard Insurance Company. The total estimated amount for FY13 is **\$188,000**.

- Life Insurance \$98,000
- LTD Premium \$90,000

**BEST PROVIDER, Continued**  
**CONTRACTUAL SERVICES**

**3. Property, Liability and Workers' Compensation Insurance**

TML Risk Management Pool has agreed to renew the City's property, liability and workers' compensation insurance policies for FY13. The City has been insured by TML Risk Management Pool since 1981 and has been satisfied with their service. The total estimated amount is **\$1,245,000**.

- Property Insurance \$315,000
- Liability Insurance \$430,000
- Workers' Compensation \$500,000

**4. HAZMAT Medical Testing Services**

OSHA statute and National Fire Protection Association standards require that all employees who respond to hazardous materials incidents have annual HAZMAT medical testing. This requirement is primarily for City fire service employees. Staff solicited proposals in May 2011 for this service and received responses from four providers. Park Med Urgent Care Center submitted the best bid for the various tests included in the HAZMAT medical testing. The total estimated amount is **\$51,000**.

**5. Motorola Radio System**

The City negotiated an extension to the contract with Motorola Communications and Electronics, Inc., for the provision of maintenance for the 800 MHz Trunked Communications System. The total estimated amount is **\$84,000**.

**6. Meter Reading Services**

The City demonstrated a need in June 2005 for contract meter readers for electric and water meters due to a staffing vacancy and an injury. Utility Meter Services (UMS), Inc. provided contract meter readers to other area utilities and was able to provide contract meter readers to the City on a temporary basis in an expeditious manner. Based on the positive results obtained, the City had continued utilizing UMS's services. During fiscal 2012, UMS was purchased by Grid One Solution, Inc. The expenditures will be made to a qualified company such as Grid One Solution, Inc. The total estimated amount is **\$200,000**.

**7. Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Local Service and Data Services**

During this fiscal year, the Information Services Department has been updating and consolidated the phone and data services at the Municipal Building utilizing services provided by Windstream. The ISDN PRI supplier that was used at the Central Services Complex has been purchased by Windstream which is now the supplier for these services at the Municipal Building. Therefore, the total for these combined services will now exceed \$25,000. The total estimated amount for these services for FY13 is **\$42,000**.

**BEST PROVIDER, Continued**  
**CONTRACTUAL SERVICES**

The following suppliers will be utilized on an as needed basis throughout the fiscal year, by various departments for ongoing contractual services. These providers are chosen based on quality service and continuity of service to the City.

**8. Temporary Employment Services**

The City has demonstrated a need for temporary employees in clerical and technical positions. When a specific need is identified, companies such as Temp Systems, Inc., Accountemps, Alternate Staffing, Inc., RecruitWise, Staffing Solutions and At-Work will provide the temporary employment services. The award will be based on price, availability and the skills of the applicants. Temporary employees are used city-wide to perform duties in place of sick or injured employees. These services are also used to preform seasonal duties, particularly by the Public Works Department, and for special departmental projects for which permanent employees are not required. The total estimated amount is **\$475,000**.

**9. Tree Removal and Trimming Services**

The Public Works Department requires tree removal and trimming services for trees located in the sewer easements, street right-of-way and city properties. Area contractors such as Poore's Tree Service, Clinton, TN, Blank's Tree Service, Harriman, TN, and Wolf Tree Experts, Inc., Knoxville, TN will be contracted with on an as needed basis for these services. The estimated amount is **\$35,000**.

**10. Rental of Heavy Equipment**

The City has demonstrated a need for the rental of heavy equipment for various projects. The urgencies and nature of some of these projects require a quick response, may not allow time for the competitive bid process and the rental equipment required could exceed the City's sealed bid limit. Staff has requested monthly rental prices of various types and sizes of heavy equipment, including delivery costs from eight area companies. Utilizing the information provided from the rental companies, the equipment will be rented on an as-needed basis by city departments throughout FY13. The award will be based on type of equipment required, price and availability. The total estimated amount is **\$100,000**.

**11. Street Resurfacing Emergency Service**

Historically, the City has had a street resurfacing contract with Rogers Group, Inc. including annual renewal options. The urgency of certain resurfacing projects associated with utility excavations require immediate repair and could exceed the City's sealed bid limit. In the past these projects were part of the resurfacing contract. When the need arises in FY13, the City will negotiate the cost of resurfacing services with qualified companies such as Rogers Group, Inc. The total estimated amount is **\$150,000**.

**12. Raising/Leveling Manhole Rings**

The City has demonstrated a need for assistance with the raising/leveling of manholes as part of the street resurfacing effort and The Hutchins Group of Louisville, KY has provided excellent service and workmanship. It is estimated that during FY13 approximately 85 manholes will need to be adjusted at an approximate cost of \$960 per manhole for labor, materials, tools and equipment required, which is less than the city can complete the work and provide the materials required. The total estimated amount is **\$81,600**.

**BEST PROVIDER, Continued**  
**CONTRACTUAL SERVICES**

**13. Street Striping Services**

The City has demonstrated a need for street striping services. When this service is needed, Superior Pavement Marking, Inc. and Volunteer Pavement Marking, Inc. will provide the services. The award will be based on price and/or availability to perform the work timely. The total estimated amount is **\$85,000**.

**14. Gravity Sewer Cleaning and/or Closed Circuit Television Inspection (CCTV)**

Due to the EPA Administrative Order, the City has demonstrated a need for supplemental services for sewer cleaning and/or CCTV by contractors such as Performance Contracting Group (PCI Branch), Knoxville, TN, Rather Sewer Inspection Services, Oliver Springs, TN and Intuitive Technologies, Inc. Knoxville, TN. The award will be based on price and/or availability to perform the work timely. The total estimated amount is **\$200,000**.

**PARTNERSHIP CONTRACT PROVIDER**

The partnership contract with the State of Tennessee is the result of a competitive bid process by the State in which it has developed specifications, solicited bids, reviewed the bids and made an award. In general, the State has increased bargaining power with suppliers and receives a larger discount on their contracts than local governments.

**STATE OF TENNESSEE CONTRACT PROVIDER**

**1. Salt**

The storage area located at the Central Services Complex can hold approximately 2,400 tons of highway salt in two separate bins. During FY11 the City used approximately 1,765 tons of highway salt and replaced approximately 1,000 tons in FY12. The City plans to replace the remaining 800 tons in FY13. This commodity will be purchased using the State of Tennessee Contract from the awarded vendors as needed. The total estimated amount is **\$64,000**.

Staff recommends approval of the attached resolution as submitted. Funds are budgeted and available in fiscal year 2013 and included in the existing property tax and utility rates. As the recommendation is that competitive bids be waived, council is reminded that a unanimous vote is required for approval.

  
Lyn Majeski

**City Manager's Comment:** I have reviewed the above issue and recommend council action as outlined in this document.

  
Mark S. Watson

  
Date

**RESOLUTION**

A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AWARDS IN THE GRAND TOTAL ESTIMATED AMOUNT OF \$5,321,600.00 BASED UPON WRITTEN QUOTATIONS AND NEGOTIATED AGREEMENTS WITH SUPPLIERS FOR THE FURNISHING OF ROUTINE MATERIALS, EQUIPMENT, AND SERVICES AS REQUIRED BY THE CITY DURING FISCAL YEAR 2013.

WHEREAS, the City of Oak Ridge has need for certain routine materials, equipment and services during Fiscal Year 2013 (July 1, 2012 through June 30, 2013); and

WHEREAS, said materials and services do not lend themselves to the normal competitive bidding procedure; and

WHEREAS, the City Manager recommends that competitive bids be waived and awards be made based upon the written quotations and agreements which have been negotiated with the respective suppliers of materials, equipment or services hereinafter set forth.

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

That the recommendation of the City Manager that competitive bids be waived is approved and awards are hereby made to the following firms for the furnishing of the designated materials, equipment or services for Fiscal Year 2013 (July 1, 2012 through June 30, 2013), such awards being based upon the written proposals of the suppliers of the materials or furnisher of the services:

To VisionAir as the sole supplier of upgrades and field support for the public safety computer system software, in an estimated amount of \$75,000.00.

To SirsiDynix Corporation as the sole supplier of upgrades and field support for the Public Library computer system software, in an estimated amount of \$22,000.00.

To Infor Global Solutions as the sole supplier of upgrades and field support for the information management system software, in the estimated amount of \$27,000.00.

To ESRI as the sole supplier of upgrades and field support for the GIS software, in an estimated amount of \$16,400.00.

To Oracle Inc. as the sole supplier of upgrades and field support for the financial package software, in an estimated amount of \$24,000.00.

To Motorola as the sole supplier of compatible radios for the radio communications system, in an estimated amount of \$50,000.00.

To Waste Management for the disposal of the City's biosolids at the Chestnut Ridge Landfill based on a unit rate of \$29.40 per ton, in an estimated amount of \$117,600.00.

To Stuart C. Irby as the sole supplier of required warehouse stock electric meters for the Electric Department, and Sensus Metering Systems Inc., Elster Solutions, Tantalus Systems Corp., and other suitable companies for the furnishing of automatic electric meter reading systems and related equipment, all in the estimated amount of \$100,000.00.

To Badger Meter and Elster AMCO Water Inc. as suppliers of required warehouse stock water meters for the Public Works Department, and Sensus Metering Systems Inc., Elster AMCO Water Inc., Tantalus Systems Corp., and other suitable companies for the furnishing of automatic water meter reading systems and related equipment, all in an estimated amount of \$250,000.00.

To L3 Communications as the sole supplier of compatible in-car digital video recording equipment for new police vehicles and required replacements for the Police Department, in an estimated amount of \$55,000.00.

To Teledyne/ISCO for sewer flow meters to monitor the sewer system, in an estimated amount of \$30,000.00.

To Mansfield Oil Company for furnishing unleaded and diesel fuel, in an estimated amount of \$742,500.00.

To Emergency Medical Products, Inc., for furnishing medical supplies for the Fire Department, in an estimated amount of \$45,000.00.

To G & C Supply Company Inc., Piping Supply, Consolidated Pipe & Supply Co., and HD Water Supply as the sole suppliers of required warehouse stock fire hydrants for use by the Public Works Department, in an estimated amount of \$97,500.00.

To Thomasson Company, Baldwin Pole Company, Cox Industries, Inc., and other suitable companies for the furnishing of warehouse stock poles, in an estimated amount of \$75,000.00.

To Stuart C. Irby Company, Wesco Distribution Inc., Power Supply Company, and other suitable companies for the furnishing of warehouse stock overhead and underground cables for the Electric Department, in an estimated amount of \$150,000.00.

To Allen & Hoshall, DHRS-Engineering Solutions Inc., Lackey and Associates Inc., Mesa Associates Inc., Dean Orr, El Review and Company Inc., and other qualified consultants as needed for the furnishing of professional engineering services for the Electric Department, in an estimated amount of \$85,000.00.

To Integracon, Z11 Communications LLC, Rusty Jackson and Associates, and other suitable companies as needed for furnishing temporary technical support for the Administrative Services Division, in an estimated amount of \$300,000.00.

To Aramark Uniform Services Inc. for furnishing employee uniforms and various other services associated with employee uniforms, in an estimated amount of \$59,000.00.

To Marsh USA Inc. insurance broker, for employee life insurance and long-term disability insurance with Standard Insurance Company, in an estimated amount of \$188,000.00.

To Tennessee Municipal League Risk Management Pool for property, liability, and workers' compensation insurance, in the estimated amount of \$1,245,000.00.

To Park Med Ambulatory Care for furnishing hazmat medical testing services for City employees, in an estimated amount of \$51,000.00.

To Motorola Communications and Electronics, Inc., for furnishing of maintenance of the 800 MHz Trunked Communications System, in an estimated amount of \$84,000.00.

To Grid One Solutions Inc. and other suitable companies as needed for residential and commercial meter reading services for the Business Office, in an estimated amount of \$200,000.00.

To Windstream Communications to provide telecommunication services to the City, in an estimated amount of \$42,000.

To Temp Systems Inc., Accountemps, Alternate Staffing Inc., RecruitWise, Staffing Solutions, At-Work, and other suitable companies as needed for furnishing temporary employment services, in an estimated amount of \$475,000.00.

To Poore's Tree Service, Blank's Tree Service, Wolf Tree Experts Inc., and other suitable companies for tree removal and trimming services for the Public Works Department, in an estimated amount of \$35,000.00.

To various area City-approved companies for the rental of various heavy equipment on an as-needed basis, in an estimated amount of \$100,000.00.

To Rogers Group Inc. and other suitable companies as needed for emergency street resurfacing, in an estimated amount of \$150,000.00.

To Hutchins Group as needed for raising and leveling manholes during street resurfacing, in an estimated amount of \$81,600.00.

To Superior Pavement Marking Inc. and Volunteer Pavement Marking Inc. for furnishing street striping services, in an estimated amount of \$85,000.00.

To Performance Contracting Group (PCI Branch), Rather Sewer Inspection Services, Intuitive Technologies Inc., and other suitable companies as needed for sewer cleaning and CCTV inspection, in an estimated amount of \$200,000.00.

To the current State contractor supplier for salt, in an estimated amount of \$64,000.00.

Said awards in the grand total estimated amount of \$5,321,600.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute contracts for and on behalf of the City of Oak Ridge in connection with supplying the above materials and services, where required by law.

This the 11th day of June 2012.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

**GOVERNMENT AND PUBLIC AFFAIRS MEMORANDUM  
12-08**

TO: Mark S. Watson  
City Manager

FROM: Amy Fitzgerald, Ph.D.  
Government and Public Affairs Coordinator

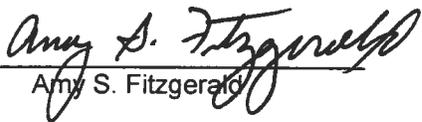
DATE: June 4, 2012

RE: **Resolution Urging Congress to Authorize the Manhattan Project National Historical Park in Oak Ridge, Tennessee; Los Alamos, New Mexico, and Hanford, Washington**

An item for the June 11<sup>th</sup> City Council meeting is the adoption of the attached resolution urging Congress to establish the Manhattan Project National Historical Park.

Although this initiative was included in the City's 2012 State and Federal Legislative Agenda, it is important to convey the City's ongoing and urgent support to proceed with legislation this calendar year.

Staff recommends adoption of the resolution.

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

Attachments

**City Manager's Comments:**

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

  
\_\_\_\_\_  
Mark S. Watson      6/5/12  
Date

**RESOLUTION****A RESOLUTION URGING CONGRESS TO ESTABLISH THE MANHATTAN PROJECT NATIONAL HISTORICAL PARK IN THE COMMUNITIES OF OAK RIDGE, TENNESSEE; LOS ALAMOS, NEW MEXICO; AND HANFORD SITE, WASHINGTON.**

WHEREAS, Public Law 108-340 "The Manhattan Project National Historical Park Study Act," directed the Secretary of the Interior, in consultation with the U.S. Department of Energy, to conduct a study to assess the national significance, suitability, and feasibility of designating one or more of three sites named in the study as a unit of the National Park System; and

WHEREAS, the three sites are the Oak Ridge Reservation and town site in Oak Ridge, Tennessee, the Los Alamos National Laboratory and town site in New Mexico; and the Hanford site in Washington; and

WHEREAS, The Manhattan Project was a highly significant chapter in America's history that expanded scientific research, developed new technologies, and changed the role of the United States in the world community; this focused effort, combining military and scientific resources and involving hundreds of thousands of workers at multiple sites, was kept secret and out of public view for the duration of the project; and

WHEREAS, The Manhattan Project also represents a highly significant and unique chapter in Tennessee History, with tens of thousands of Tennesseans having worked on the effort, which ultimately contributed to ending World War II and saving countless American lives; and

WHEREAS, many beneficial technologies including nuclear medicine and nuclear energy have been developed from Manhattan Project era-research conducted in Oak Ridge and the other sites; and

WHEREAS, the Manhattan Project was managed from Oak Ridge, Tennessee, with roughly sixty percent of Manhattan Project Resources spent on facilities in Oak Ridge; and

WHEREAS, because of its unique heritage associated with the Manhattan Project, the City of Oak Ridge received the *Preserve America Community* designation in 2006, a designation developed in cooperation with the Advisory Council on Historic Preservation, the Department of the Interior, and other federal agencies; and

WHEREAS, in support of Public Law 108-340 and its study, the National Park Service undertook an extensive public involvement process, engaging state and local governments, private property owners, interested organizations, and citizens throughout Tennessee and the country; it was noted many times that the National Park Service is the appropriate organization to tell the full story of this highly complex project; and

WHEREAS, upon completion of the National Park Service study, the U.S. Department of the Interior issued a recommendation in July 2011 for the establishment of a Manhattan Project National Historical Park comprised of resources in Oak Ridge, Tennessee; Los Alamos, New Mexico; and Hanford, in the Tri-Cities area of Washington State; and

WHEREAS, the unit would be managed in partnership with the U.S. Department of Energy, with the National Park Service management role aligned with its expertise in the areas of interpretation and education; and

WHEREAS, through the Energy Communities Alliance, the cities of Oak Ridge, Los Alamos, and Richland have worked constructively for many years on historic preservation and heritage tourism initiatives, are fully supportive of the establishment of a "three site, one National Park" concept within their

communities, and are committed to creating a "21<sup>st</sup> Century Model National Park," based on partnerships, innovation, and shared resources in this era of fiscal constraint; and

WHEREAS, we recognize the need to protect the ongoing missions of the U.S. Department of Energy within our communities; and

WHEREAS, the Manhattan Project National Historical Park should be established this year in order to honor our Manhattan Project Veterans.

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

That we concur with the U.S. Department of the Interior recommendation for the establishment of a Manhattan Project National Historical Park comprised of resources in Oak Ridge, Tennessee; Los Alamos, New Mexico; and Hanford, in the Tri-Cities area of Washington State; and

BE IT FURTHER RESOLVED, that we urge the Congress of the United States to expeditiously designate the Manhattan Project sites as part of the National Park system in order to honor our Manhattan Project Veterans.

BE IT FURTHER RESOLVED, that we urge the authorizing legislation to provide for inclusion of significant Oak Ridge town site assets in the Park boundary in order to interpret the rich history associated with the formation of the Manhattan Project community.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Tennessee Congressional Delegation, the Governor, the National Park Service, and the U.S. Department of Energy.

BE IT FURTHER RESOLVED, that local government and other community leaders throughout Tennessee are urged to support the proposed Manhattan Project National Historical Park to in order to preserve the history and contributions made by Tennessee citizens.

This the 11<sup>th</sup> day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**GOVERNMENT AND PUBLIC AFFAIRS MEMORANDUM**  
**12-07**

TO: Mark S. Watson  
City Manager

FROM: Amy Fitzgerald, Ph.D.  
Government and Public Affairs Coordinator

DATE: June 4, 2012

RE: **Resolution Authorizing the City to Apply for a Tennessee Department of Environment and Conservation Grant to Support the Tennessee Oversight Interlocal Agreement and to Accept Said Grant if Approved**

An item for the June 11<sup>th</sup> City Council meeting is the adoption of the attached resolution authorizing the City to submit a grant application to the Tennessee Department of Environment and Conservation (TDEC) in an amount of approximately \$808,000 to implement the local government provisions of the Tennessee Oversight Agreement, and to serve as fiscal agent for the parties to the Tennessee Oversight Interlocal Agreement.

Background

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. The agreement provides funding to TDEC and to the Tennessee Emergency Management Agency to reimburse the State for CERCLA (Superfund) oversight activities, emergency response activities and non-regulatory oversight activities. TDEC established the DOE-Oversight Division in the early 1990s to help implement the agreement. The agreement was recently renewed for the period FY2012-2016.

A portion of the State grant is set aside to assist local governments in their efforts for a better understanding of issues related to the cleanup of the Oak Ridge Reservation. Approximately \$808,000 is available for the renewal period, which reflects approximately 10% reduction from DOE to the state due to budgetary constraints.

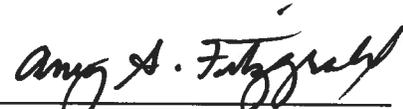
By Resolution 11-101-11, City Council adopted the Tennessee Oversight Interlocal Agreement for the purpose of implementing the local government provisions of the Tennessee Oversight Agreement. The elected officials who represent the parties to the Tennessee Oversight Interlocal Agreement met on February 22<sup>nd</sup> and May 16<sup>th</sup> in meetings, which were open to the public, to discuss issues related to the Tennessee Oversight Agreement. The discussions included the following topics:

- Local governments should focus primarily on policy issues, with specific studies undertaken as needed
- Need for better communication and engagement on emergency response issues
- Concern regarding the area's perception related to downstream understanding of risk, and impacts associated with fish advisories
- Concern that fines levied against DOE are being used for projects unrelated to Oak Ridge cleanup
- Need to perform a cost/benefit analysis related to on-site vs. private sector disposal
- Mercury issues at Y-12

By Resolution 1-3-2012, City Council adopted the 2012 State and Federal Legislative Agenda, which incorporates several of these issues, as well as a provision to support implementation of the new Tennessee Oversight Interlocal Agreement.

Member jurisdictions participating in the new interlocal agreement have requested that the City of Oak Ridge serve as fiscal agent for the new grant to implement the local government provisions of the Tennessee Oversight Agreement. The grant requires no local match.

Staff recommends adoption of the attached resolution.

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

Attachment

**City Manager's Comments:**

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

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

  
\_\_\_\_\_  
Date

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR A TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION GRANT TO SUPPORT IMPLEMENTATION OF THE TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT, TO ACCEPT SAID GRANT IF APPROVED, AND TO SERVE AS FISCAL AGENT FOR THE PARTIES TO THE TENNESSEE OVERSIGHT INTERLOCAL AGREEMENT.**

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 has been renewed for the period July 1, 2011 through June 30, 2016; and

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

WHEREAS, the DOE will provide to the State, through the Tennessee Department of Environment and Conservation (TDEC), approximately \$808,000 to implement the local government provisions of the Tennessee Oversight Agreement for the five-year period; and

WHEREAS, the parties to the Tennessee Oversight Interlocal Agreement have requested that the City of Oak Ridge serve as fiscal agent for a grant to implement the local government provisions of the Tennessee Oversight Agreement; and

WHEREAS, the grant requires no local match; and

WHEREAS, the City Manager recommends that the City submit a grant application to the Tennessee Department of Environment and Conservation in an amount of approximately \$808,000 to implement the local government provisions of the Tennessee Oversight Agreement, to accept said grant if approved, and to serve as fiscal agent for the purposes of administering the grant, for the parties to the Tennessee Oversight Interlocal Agreement.

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 submit a grant application to the Tennessee Department of Environment and Conservation in an amount of approximately \$808,000 to implement the local government provisions of the Tennessee Oversight Agreement.

BE IT FURTHER RESOLVED that if said application is approved, the City is authorized to accept said funding and to serve as fiscal agent for the purposes of administering the grant for the parties to the Tennessee Oversight Interlocal Agreement.

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

This the 11<sup>th</sup> day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

  
Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**CITY COUNCIL MEMORANDUM**  
**12-21**

DATE: June 6, 2012

TO: Honorable Mayor and Members of City Council

FROM: Mark S. Watson, City Manager

SUBJECT: PROPOSED AIRPORT AT EAST TENNESSEE TECHNOLOGY PARK

An item for City Council's consideration at the June 11, 2012 meeting is a resolution declaring support for the creation of a new general aviation airport at the East Tennessee Technology Park and identifying the Metropolitan Knoxville Airport Authority as the key agency to establish said operations and ownership of the airport properties and infrastructure.

**Background:**

The City of Oak Ridge expressed its support for the preliminary report on the establishment of a general aviation airport at the East Tennessee Technology Park (ETTP). The lead agency on this effort is the Metropolitan Knoxville Airport Authority (the Authority) and situs support through the Community Reuse Organization of East Tennessee (CROET). The Authority will now begin the development of Phase II of this project, which will be more definitive in scope and will be coordinated with the Tennessee Aeronautics Commission in July 2012.

The Authority, as the resident expert organization in the region for airports, is the natural agency to utilize for realizing this project. Careful coordination to date has been made with various agencies, governments, and local corporations about the feasibility of the project by the Authority. The City Council has been fully briefed on this project as it moves to the next phase. The Authority has advised on its ability to obtain grant dollars and funding to continue this effort on into the future.

However, one issue must be resolved, which is the issue of the eventual ownership of the airport facility. It would be helpful for this decision to be made up front and clarifying the matters of governance and approvals during this process. Continuous coordination will be needed with state officials and the Federal Aviation Administration (FAA). Inclusion on federal aviation transportation plans and regional planning agendas will be required. Target completion of this project will be 2018 if all is approved accordingly. The Authority will allow for continuity in this process also.

As a City Manager who has managed one regional hub airport, two general aviation airports and gained knowledge of airport expansion at Dallas/Ft. Worth Airport, I am familiar with the complications associated with aviation facilities. Significant expertise is involved and coordination with many oversight groups is required. The land, in this instance, is controlled by the CROET. The City of Oak Ridge's involvement is limited to overviews and zoning coordination.

It is recommended by the City Manager that the proposed general aviation airport at ETTP be a matter allowed in the city limits of Oak Ridge, but coordinated by Metropolitan Knoxville Airport Authority. The following would be established:

- Coordination for the siting, development and environmental/aviation reviews for this project would be conducted by the Metropolitan Knoxville Airport Authority.
- The local funding match for the project would be provided by the Metropolitan Knoxville Airport Authority.
- It is the intent of the City of Oak Ridge to relinquish any claim of ownership of the proposed aviation facilities, and/or demand of such through provisions of CROET.

- All lands, clear zones, easements and property needs would be coordinated and transferred to the Authority from CROET as required.
- The City of Oak Ridge would release any claim to any lands used for airport runway purposes, clear zones, and support facilities, excepting for the coordination of any existing city-owned easements or rights of way that will require future transfer to the Authority and coordination through alternate design to insure provision of public utility services.
- The Authority, in turn, shall coordinate all necessary zoning and surrounding planning details with the City of Oak Ridge in future years as this project is developed and ultimately operated.
- By approval of this resolution and with involvement by the City of Oak Ridge on this project, the Mayor of Knoxville and appointing authority for the Metropolitan Knoxville Airport Authority shall designate an Oak Ridge appointee to be included in the future governance structure of the Authority upon activation of this airport.

I encourage the City Council's consideration and support of this intent, which will allow further progress on this project



---

Mark S. Watson

Attachment

**RESOLUTION**

**A RESOLUTION SUPPORTING THE CREATION OF A GENERAL AVIATION AIRPORT AT THE EAST TENNESSEE TECHNOLOGY PARK AND IDENTIFYING THE METROPOLITAN KNOXVILLE AIRPORT AUTHORITY AS THE LEAD AGENCY AND SITUS SUPPORT FROM THE COMMUNITY REUSE ORGANIZATION OF EAST TENNESSEE.**

WHEREAS, the City of Oak Ridge expressed its support for the preliminary report on the establishment of a general aviation airport at the East Tennessee Technology Park (ETTP); and

WHEREAS, the lead agency on this effort is the Metropolitan Knoxville Airport Authority and situs support is being provided through the Community Reuse Organization of East Tennessee (CROET); and

WHEREAS, the Authority will now begin the development of Phase II of this project which will be more definitive in scope and will be coordinated with the Tennessee Aeronautics Commission in July 2012; and

WHEREAS, the City of Oak Ridge desires to clarify the issue of the eventual ownership of the general aviation airport facility; and

WHEREAS, it is recommended by the City Manager that the proposed general aviation airport at ETTP be a project allowed within the city limits of Oak Ridge, but coordinated by Metropolitan Knoxville Airport Authority subject to the findings below.

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

That for the economic future of the city, the City of Oak Ridge hereby strongly supports the establishment of a general aviation airport at the East Tennessee Technology Park within the City Limits of Oak Ridge with the Metropolitan Knoxville Airport Authority serving as the lead agency and situs support from the Community Reuse Organization of East Tennessee.

BE IT FURTHER RESOLVED that coordination for the siting, development and reviews for this project will be conducted by the Metropolitan Knoxville Airport Authority; all lands, clear zones, easements and property needs will be coordinated and transferred to the Authority from CROET as required; the Authority, in turn, shall coordinate all necessary zoning and surrounding planning details with the City of Oak Ridge in future years as this project is developed and operated.

BE IT FURTHER RESOLVED that It is the intent of the City of Oak Ridge to relinquish any claim of ownership of the proposed aviation facilities, and/or demand of such through provisions of CROET; the City of Oak Ridge will release any claim to any lands used for airport runway purposes, clear zones, and support facilities, excepting for the coordination of any existing city-owned easements or rights-of-way that will require future transfer to the Authority and coordination through alternate design to provide public utility services.

BE IT FURTHER RESOLVED that the local funding match for the project will be provided by the Metropolitan Knoxville Airport Authority.

BE IT FURTHER RESOLVED that by approval of this resolution and with involvement by the City of Oak Ridge on this project, the Mayor of Knoxville and appointing authority for the Metropolitan Knoxville Airport Authority shall designate an Oak Ridge appointee to be included in the future governance structure of the Authority upon activation of this airport.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all legal documents pertaining to this recommendation and to accomplish the same.

This the 11<sup>th</sup> day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**MEMORANDUM**

**DATE:** May 29, 2012

**TO:** Fellow Members of City Council

**FROM:** City Attorney Evaluation Committee  
Councilmember L. Charles Hensley, Chair  
Mayor Thomas L. Beehan  
Councilmember Anne Garcia Garland

**SUBJECT:** CITY ATTORNEY EVALUATION REPORT AND RECOMMENDATIONS

The City Attorney Evaluation Committee met on May 21, 2012 to develop its recommendation to the Council based on their review of the completed performance evaluation of the City Attorney. All Committee members were present along with the City Attorney Kenneth R. Krushenski, and City Clerk Diana R. Stanley.

A copy of the aforementioned report is attached along with the City Attorney's Employment Agreement.

Following a review and discussion, the Committee unanimously recommends the continuation of Mr. Ken Krushenski's contract as City Attorney and supports the following recommendations:

1. That the City Attorney be awarded a 1.5% salary increase that is consistent with the raise that all city employees will receive for FY2013. The salary increase will be effective to March 1, 2012, the effective date of the City Attorney's contract.
2. That his term of office be extended for one additional year to March 1, 2017. After lengthy discussion, the Chairman noted that the Committee was 2:1 in favor of extending the contract by one year, but suggested further discussion be deferred to the full Council.

The attached resolution amends the City Attorney's Employment agreement to extend his term of office by one year and to provide for the recommended salary increase. The Committee recommends its adoption as a measure of compensation for the City Attorney's outstanding performance as indicated on the responses of councilmembers which reflected a high level of respect, appreciation, and confidence in Mr. Krushenski.

Respectfully submitted,



L. Charles Hensley, Chair  
Attorney Evaluation Committee, 2012

Attachments

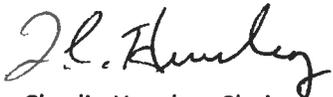
## Detailed Discussions, City Attorney Evaluation Committee Final Meeting

May 21, 2012

The following presents detailed discussions during the final meeting of the Attorney Evaluation Committee on May 21, 2012. It is recommended that these items be considered for a workshop type setting of Council and possible adjustments to Mr. Krushenski's duties be considered:

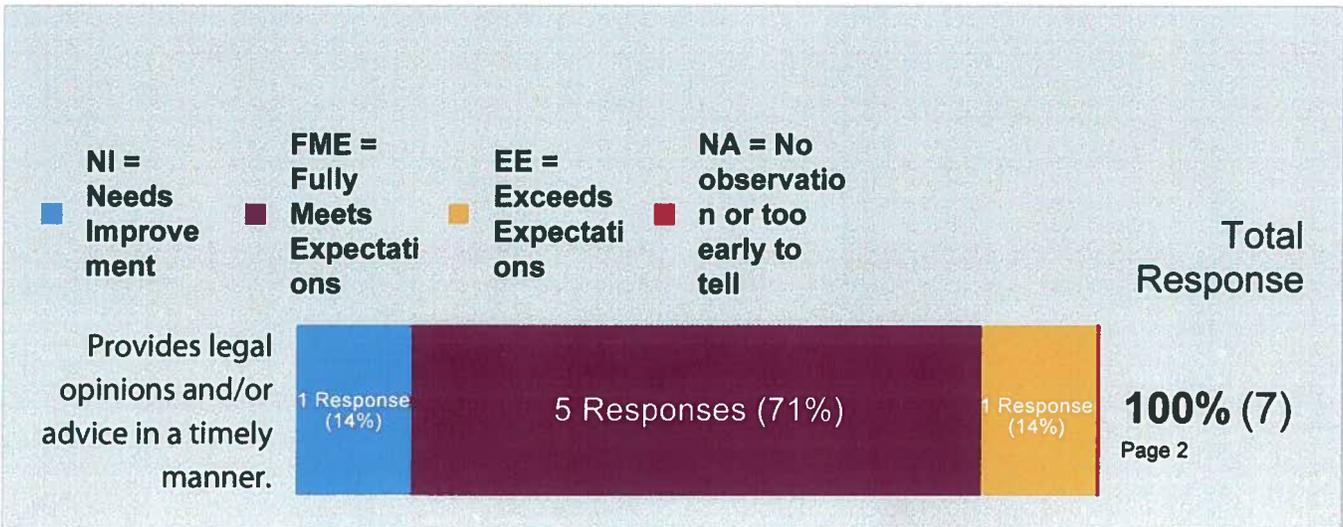
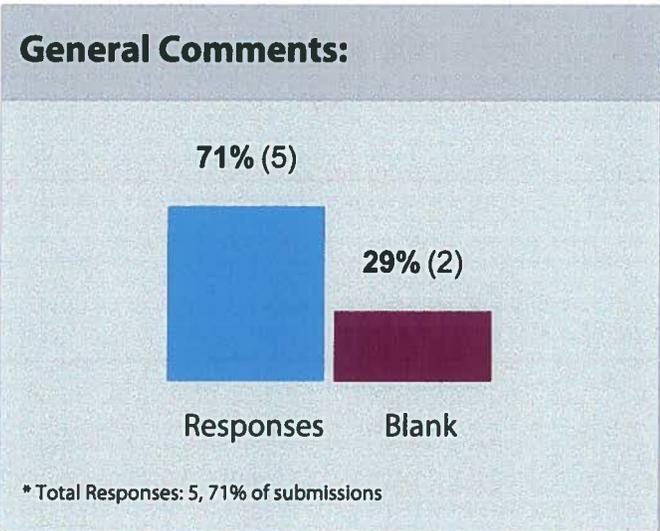
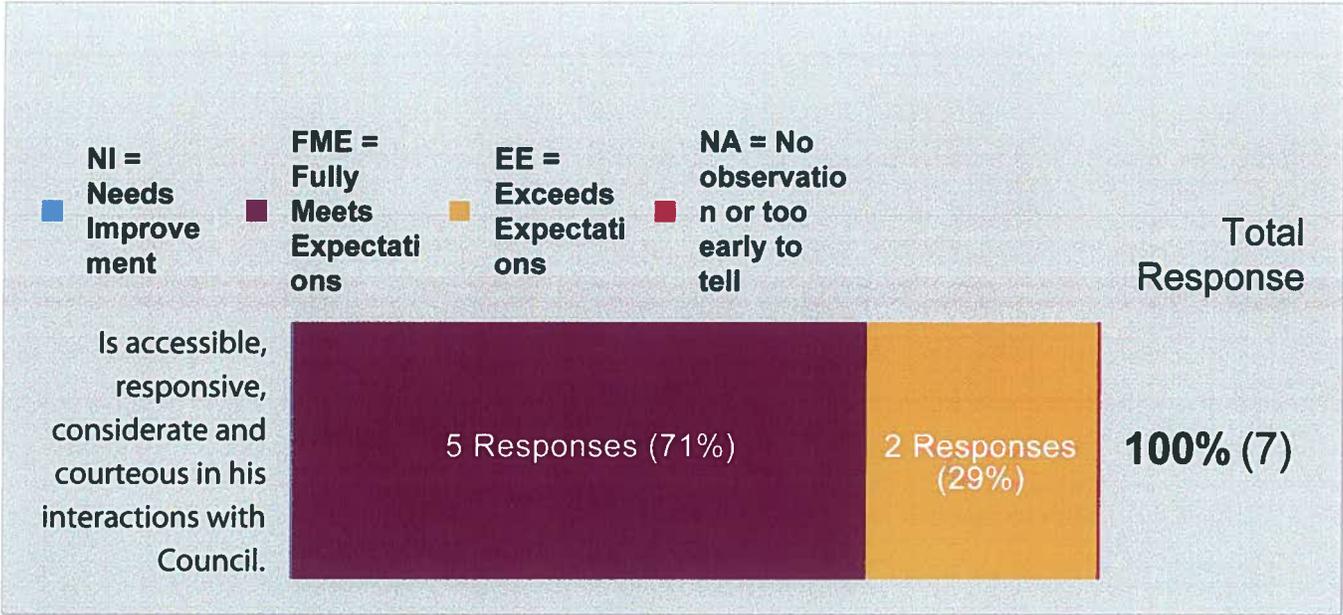
- As a result of the evaluations from Council members, the Committee recommends that Council consider directing Mr. Krushenski to be more proactive in exploring alternative solutions to City legal proceedings. This is based on responses to "Demonstrates Openness to Alternative Approaches", and the related statements and responses.
- The Committee recommends that Council consider directing Mr. Krushenski to plan to present more opportunities to Council to help visualize and plan alternative future directions of the City.
- The Committee recommends that each Council member plan to meet individually with Mr. Krushenski, periodically, to keep abreast of legal matters and to keep Mr. Krushenski fully informed of individual concerns.
- The Committee discussed the possibility of encouraging public comments, receiving them, and considering such on City legal matters.
- The Committee requested Ms. Stanley to consolidate comments in a form similar to past reports, in the 2012 final report, to present related comments grouped together for each rating statement.
- The Committee recommends Council consider requesting Ms. Stanley to become our Roberts Rules of Order expert and help Council raise our level of understanding of these rules. It is assumed that Mr. Krushenski will assist as required.

Respectfully submitted,

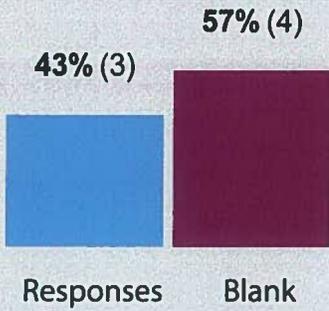


Charlie Hensley, Chairman

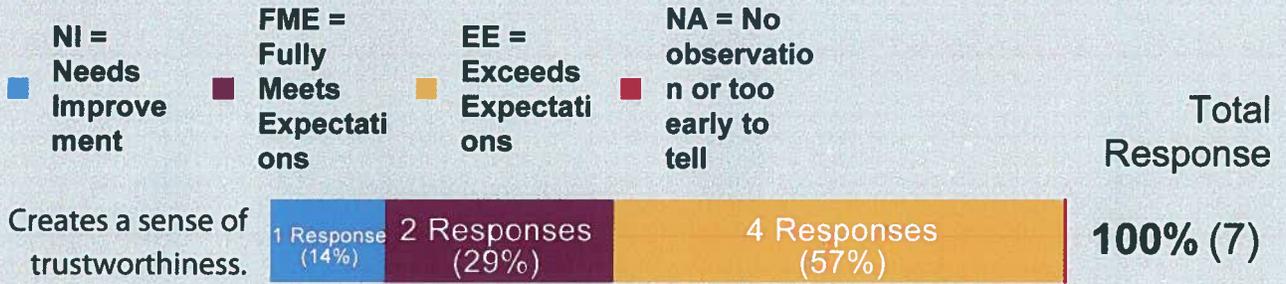
## City Attorney Completed Evaluation Summary Report



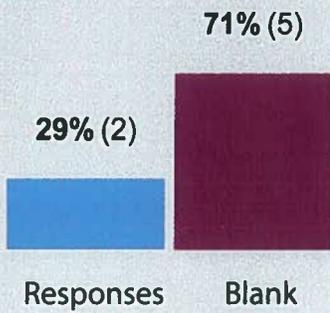
## General Comments



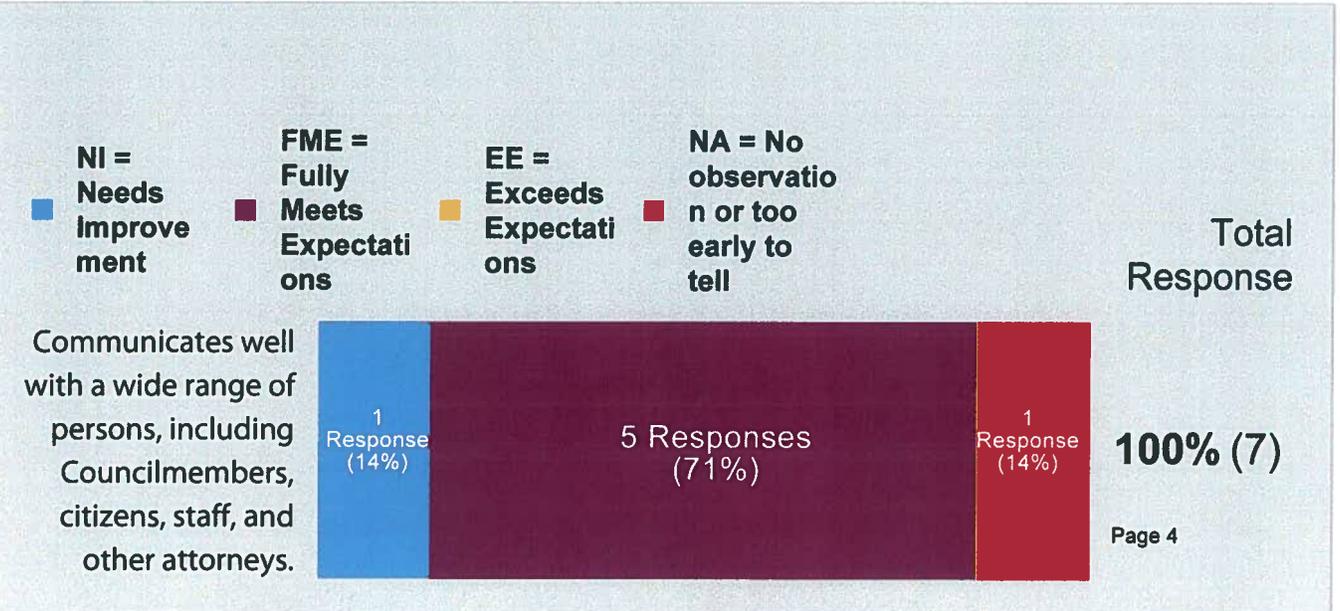
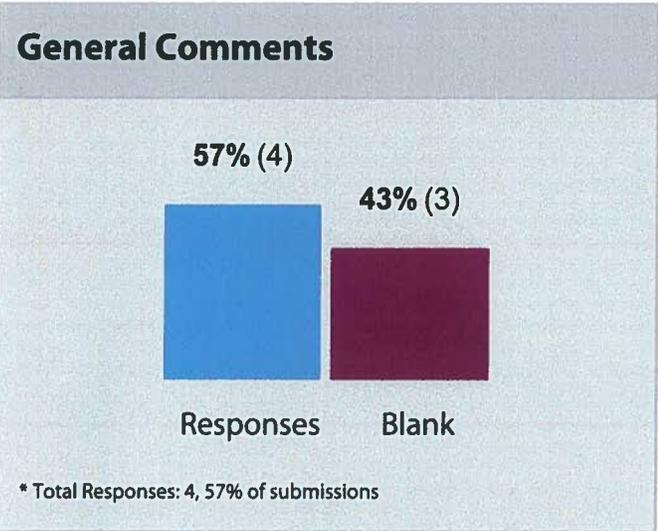
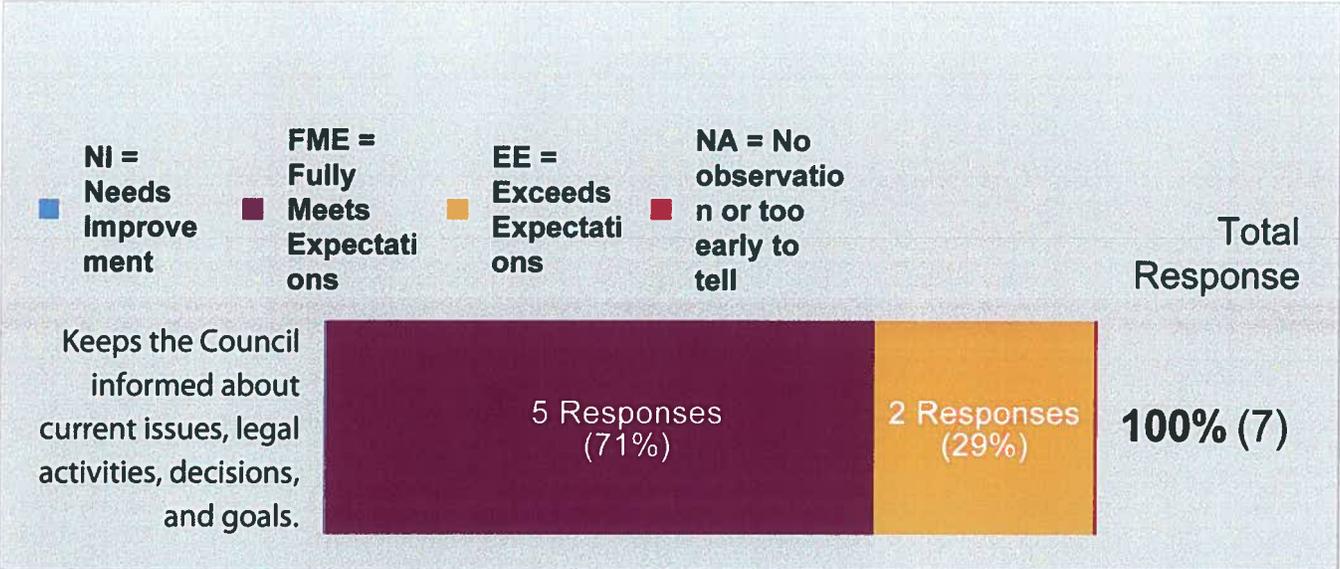
\* Total Responses: 3, 43% of submissions



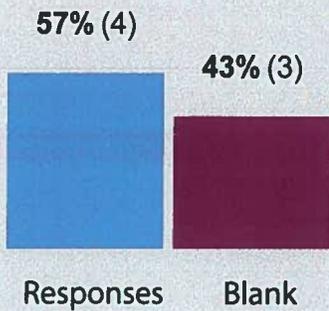
## General Comments



\* Total Responses: 2, 29% of submissions

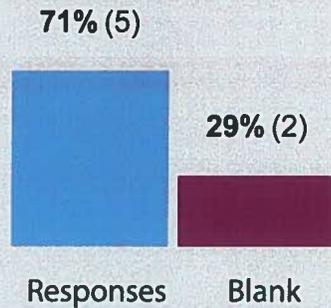


**General Comments:**

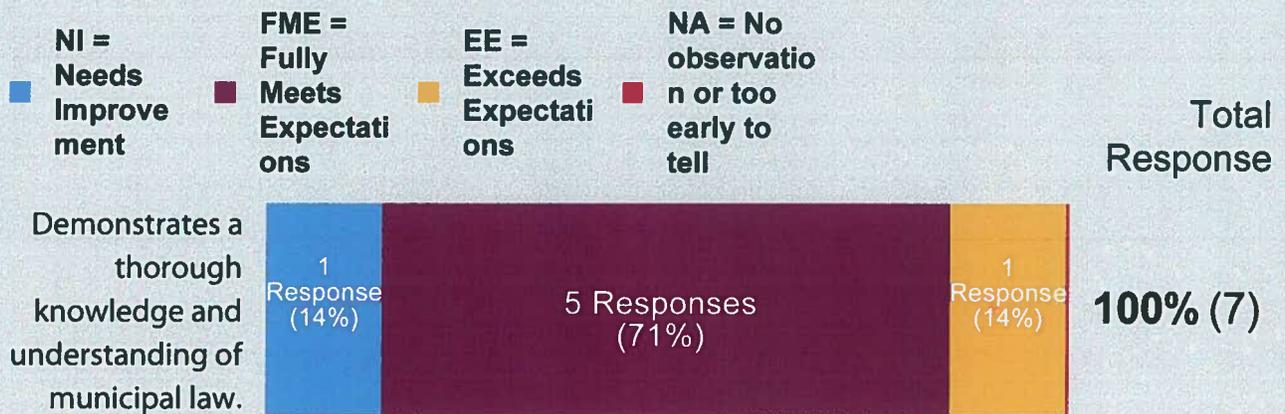


\* Total Responses: 4, 57% of submissions

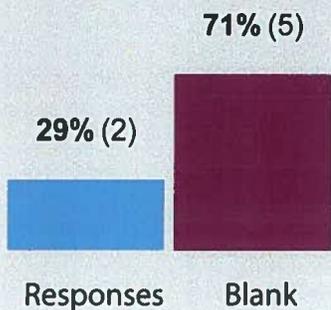
**List notes or comments that support the overall rating on courtesy and communication skills.**



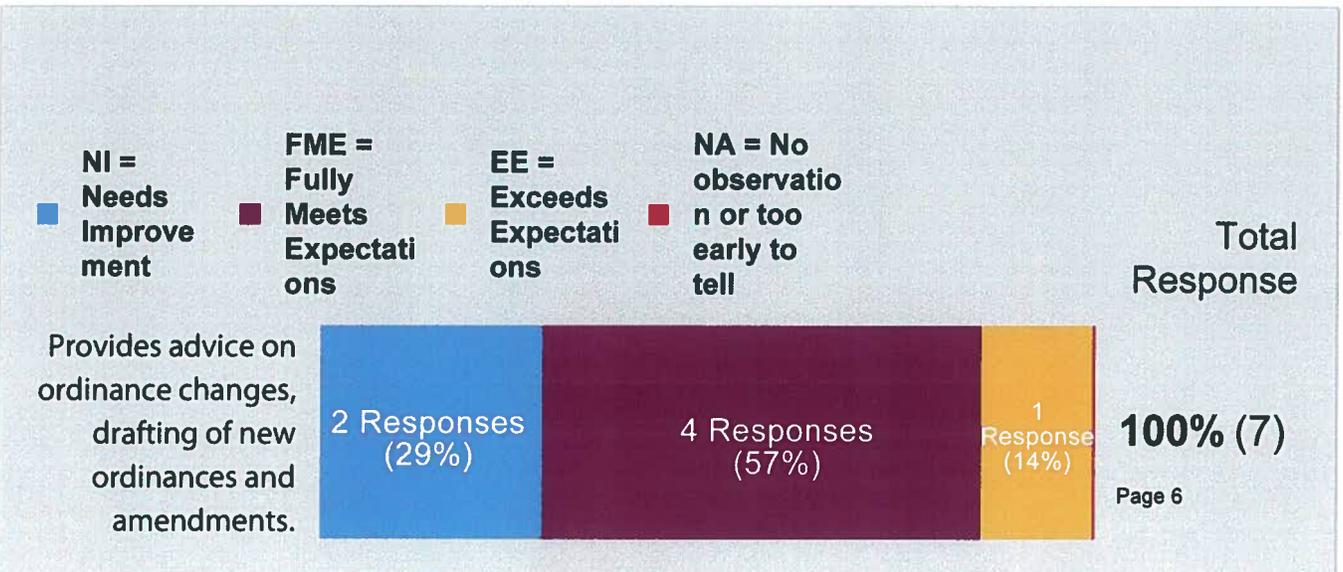
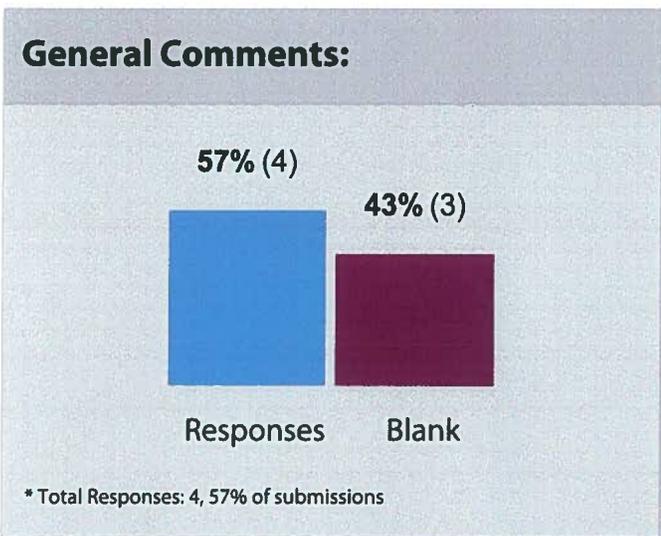
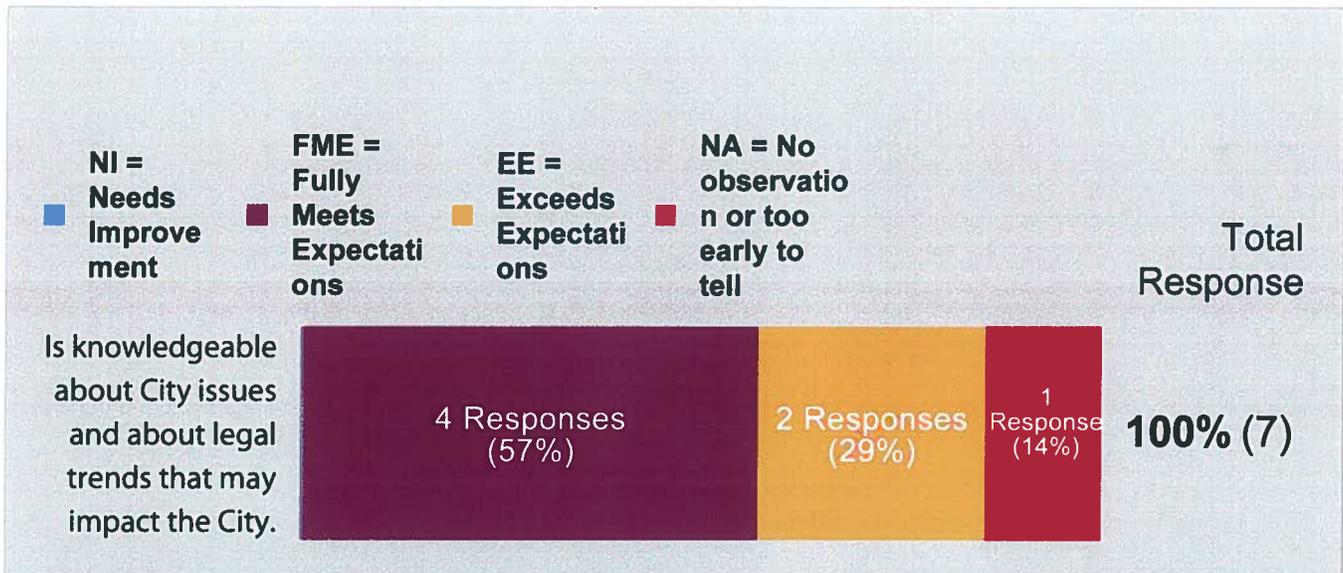
\* Total Responses: 5, 71% of submissions



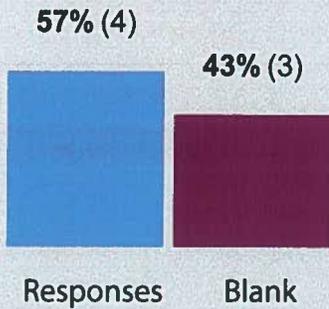
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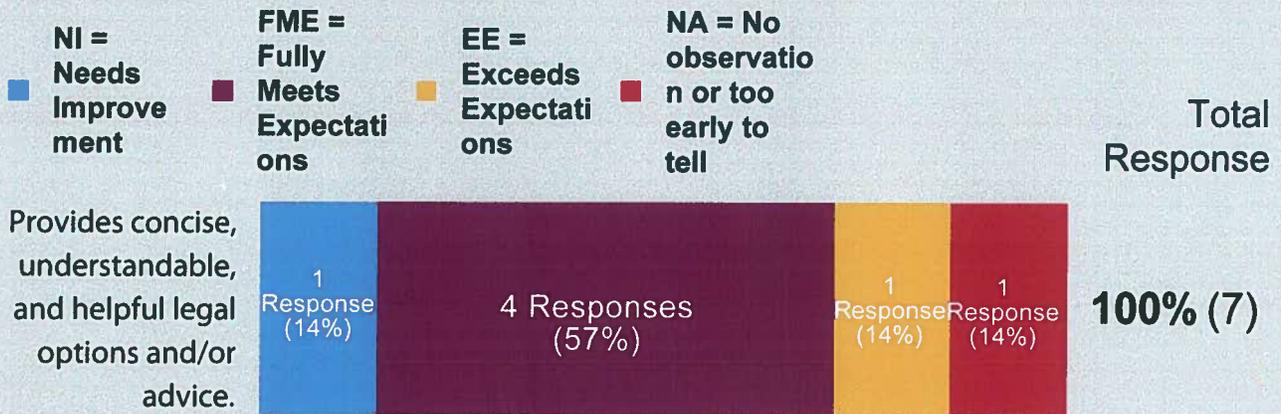
\* Total Responses: 2, 29% of submissions



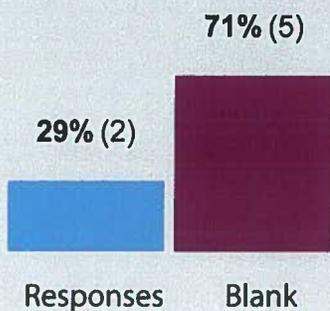
### General Comments:



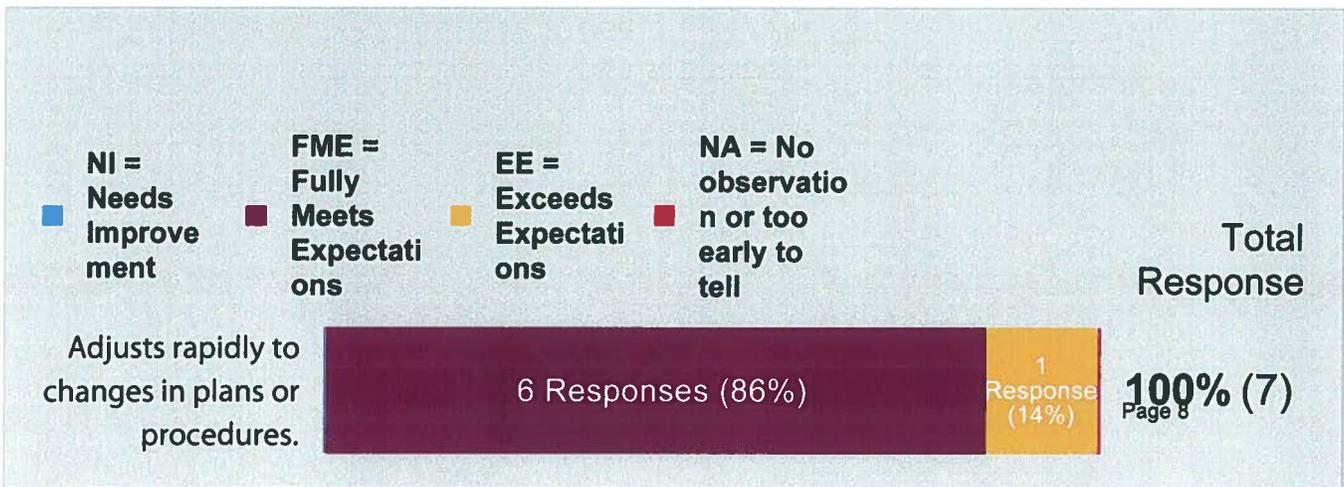
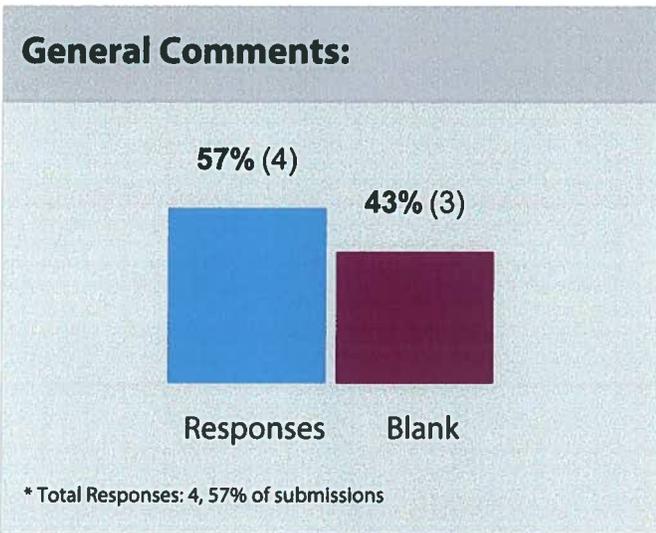
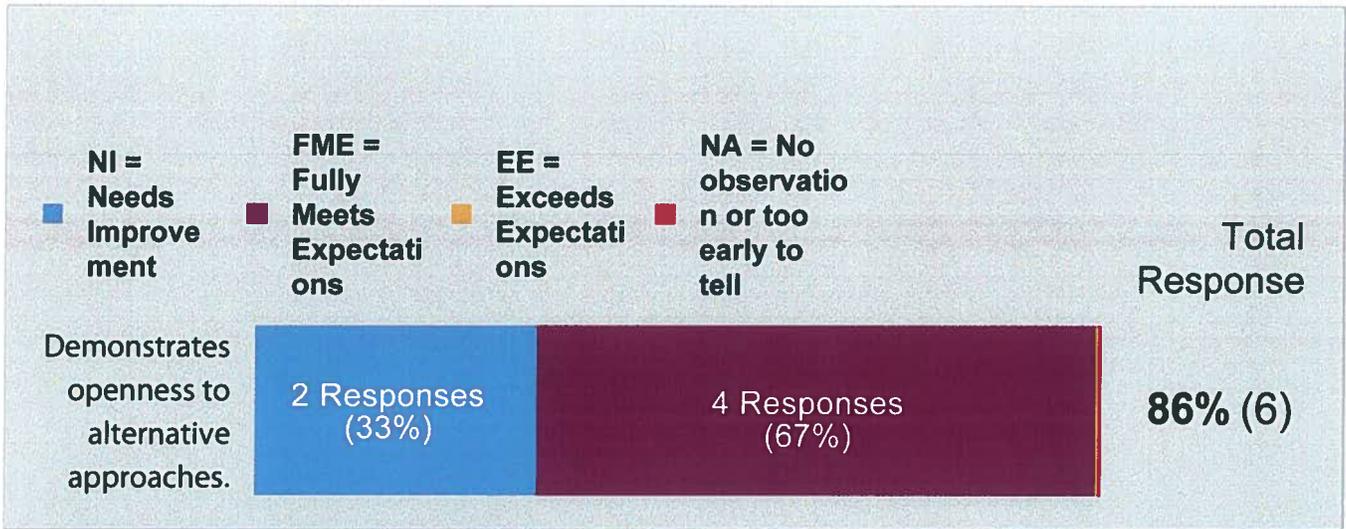
\* Total Responses: 4, 57% of submissions



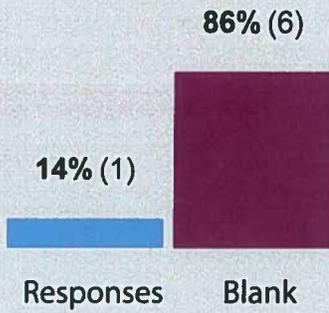
### General Comments:



\* Total Responses: 2, 29% of submissions

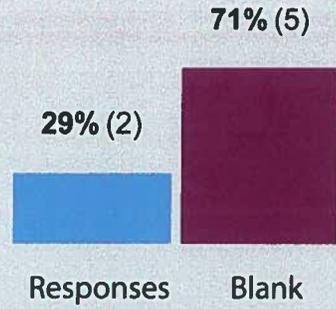


**General Comments:**

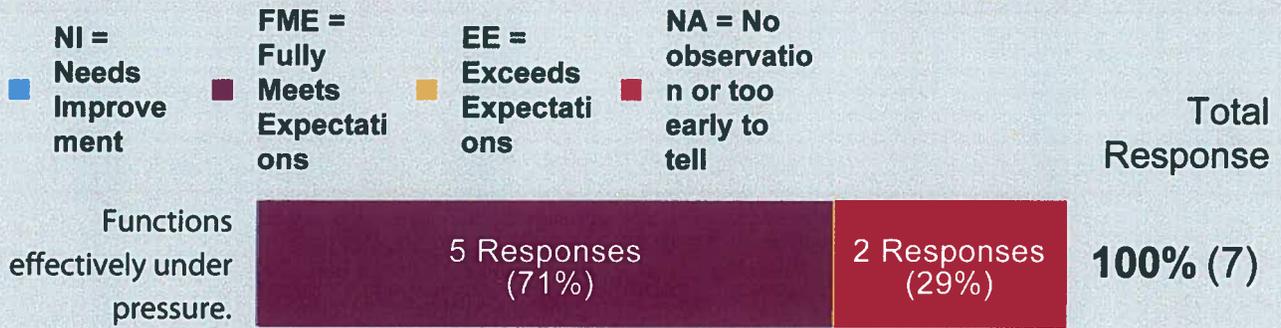


\* Total Responses: 1, 14% of submissions

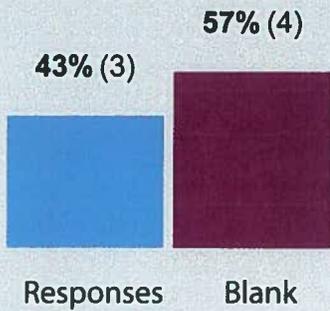
**List notes or comments that support the overall rating on knowledge and adaptability.**



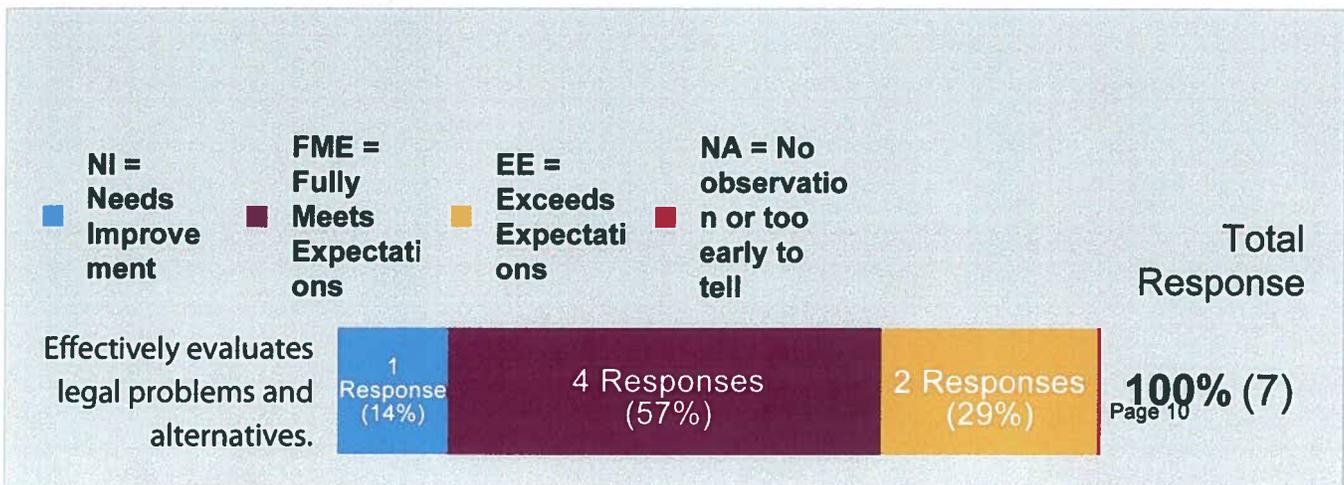
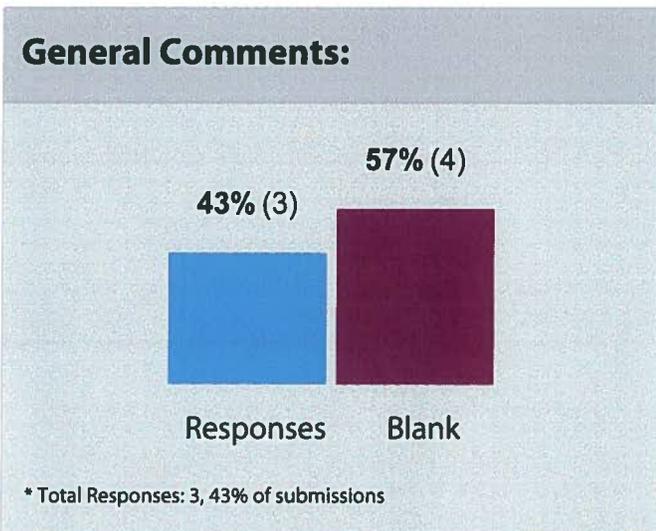
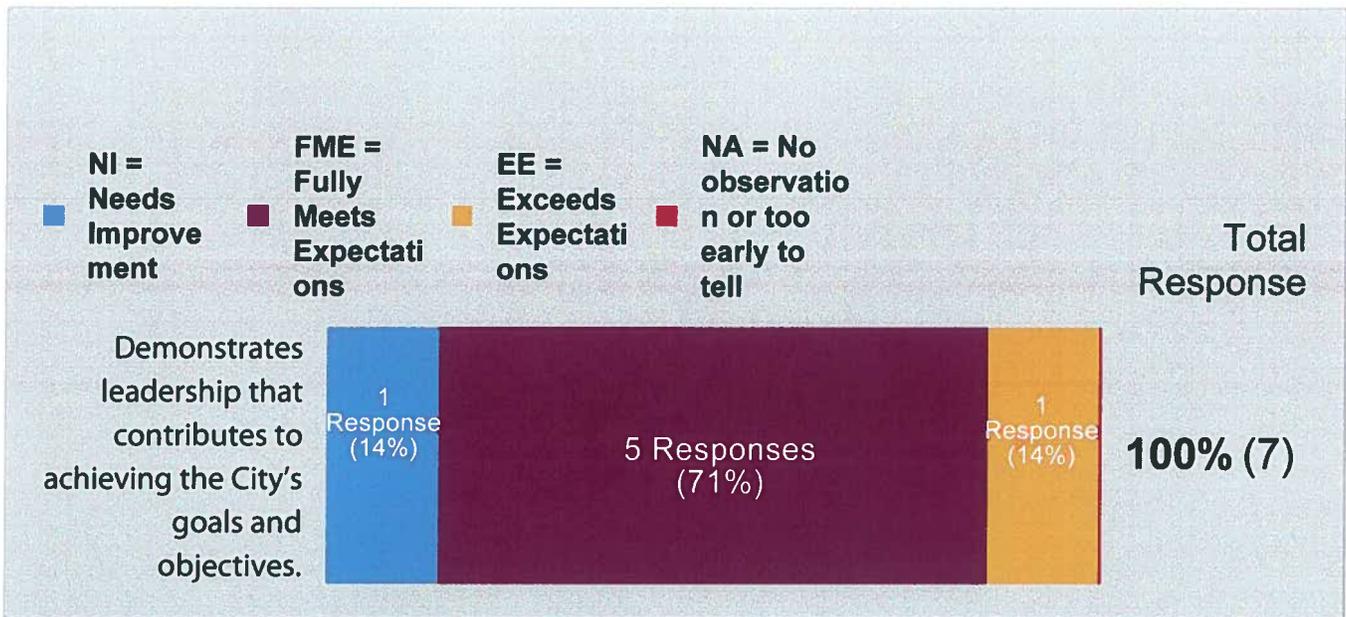
\* Total Responses: 2, 29% of submissions



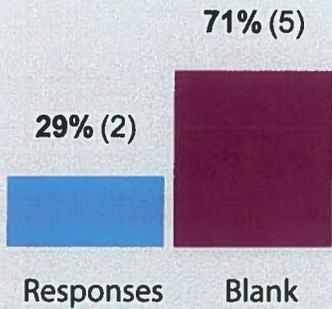
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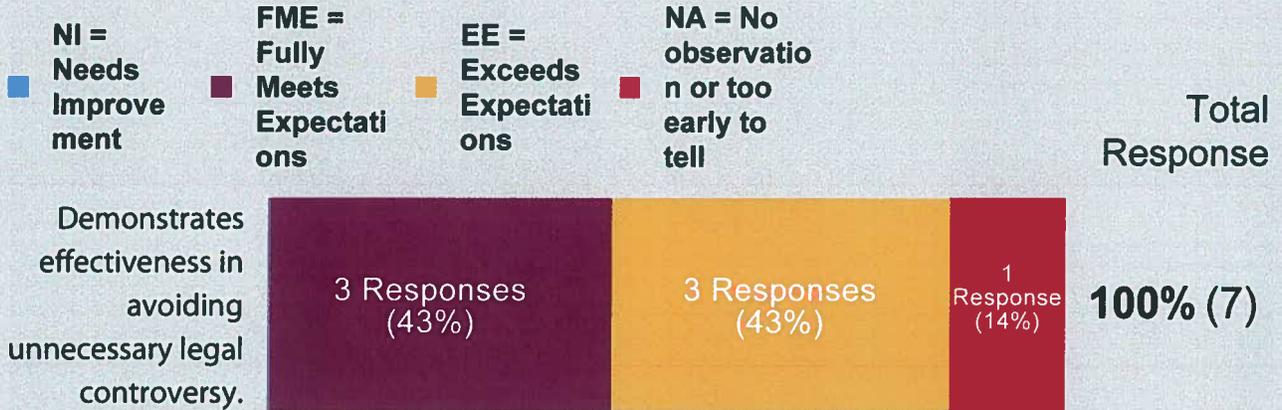
\* Total Responses: 3, 43% of submissions



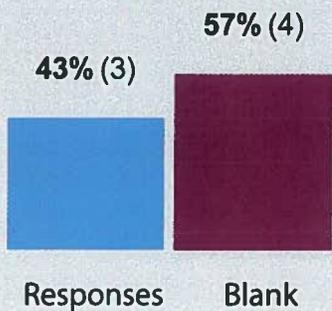
**General Comments:**



\* Total Responses: 2, 29% of submissions

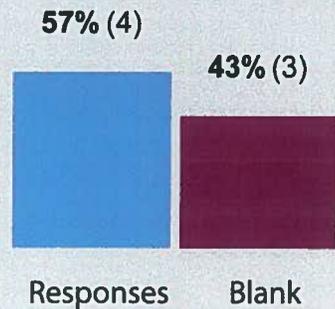


**General Comments:**

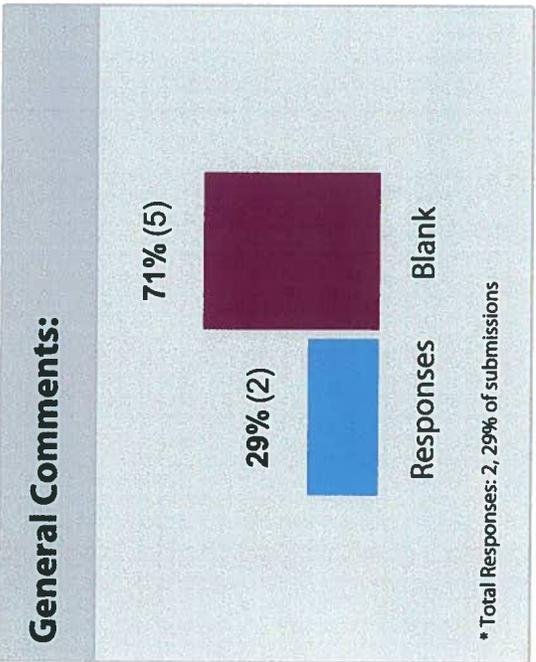


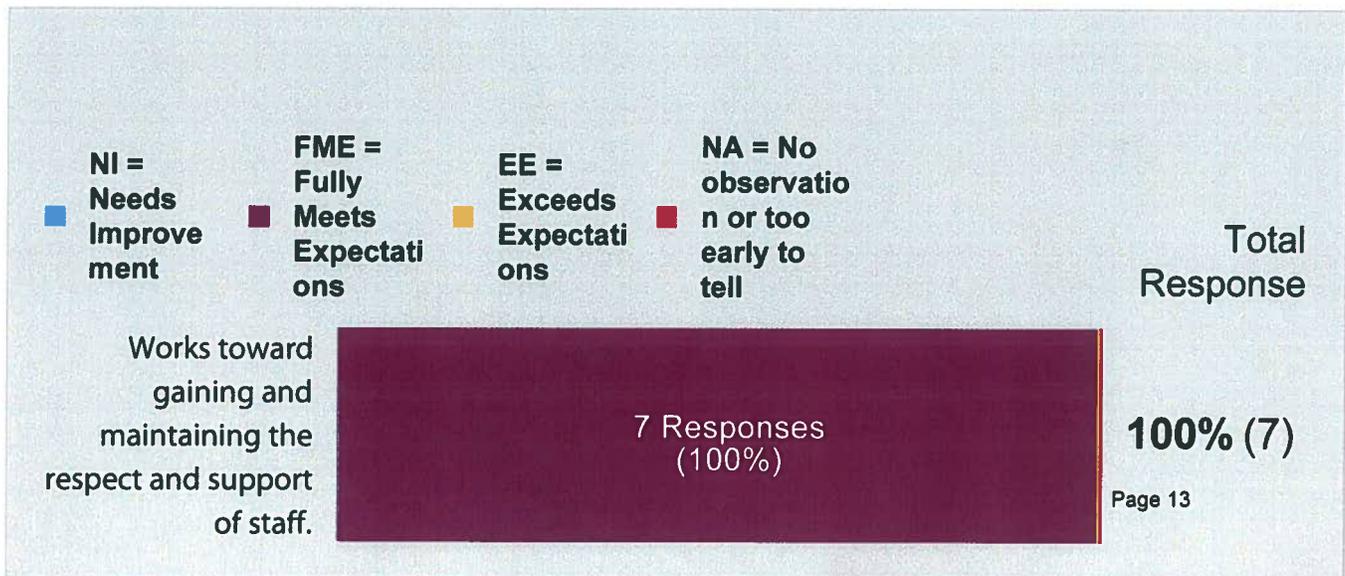
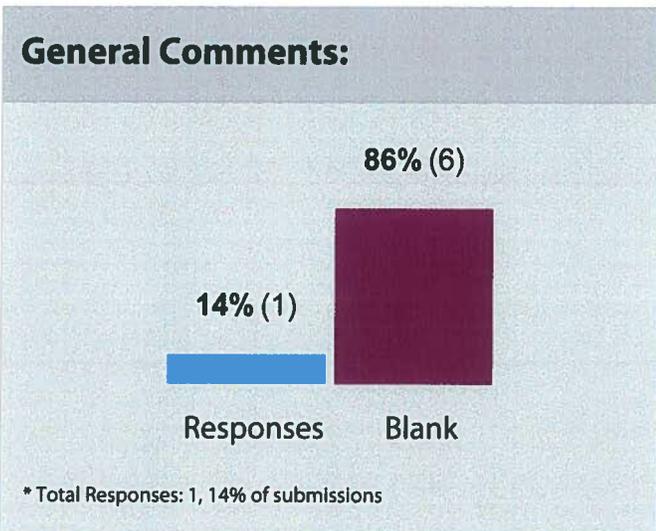
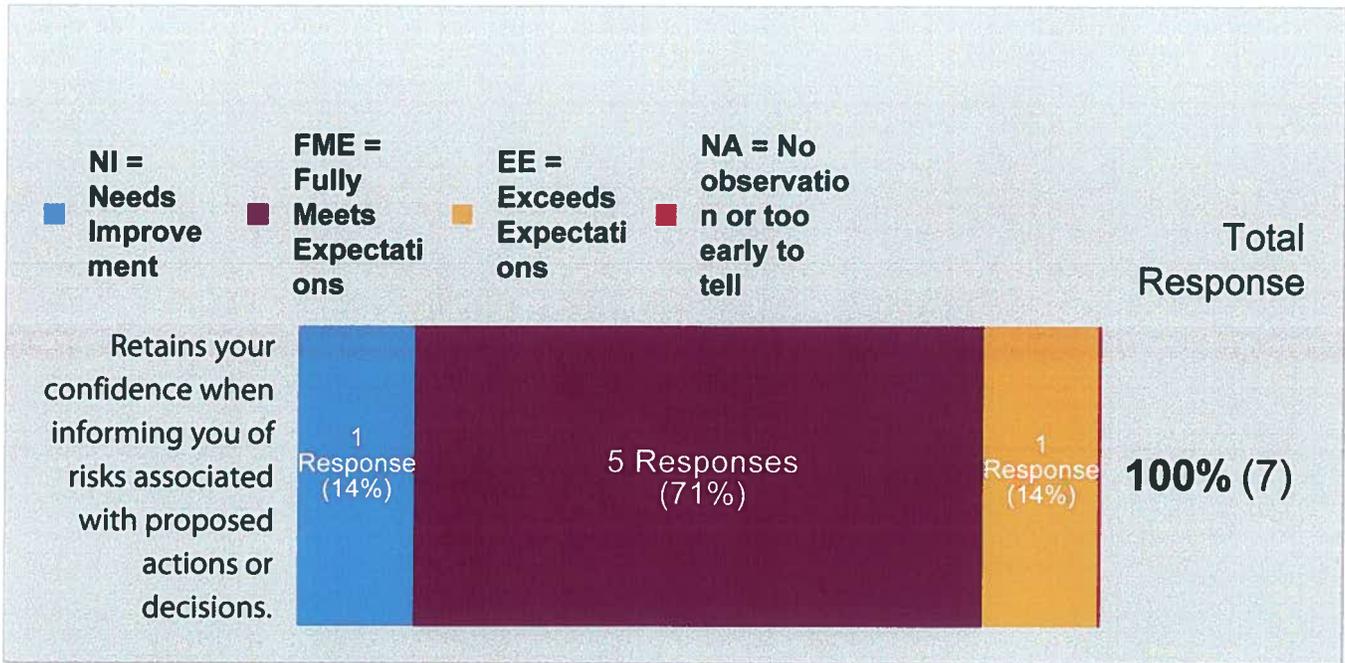
\* Total Responses: 3, 43% of submissions

**List notes or comments that support the overall rating on administrative skills and effectiveness.**

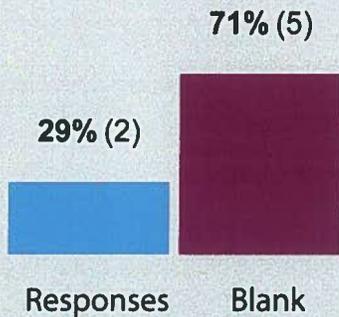


\* Total Responses: 4, 57% of submissions



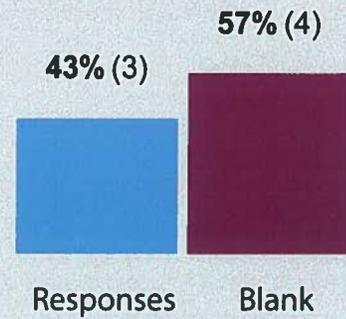


### General Comments:



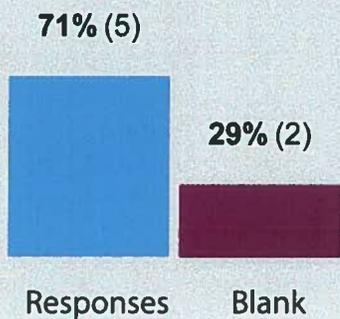
\* Total Responses: 2, 29% of submissions

### List notes or comments that support the overall rating on personal and professional qualities.



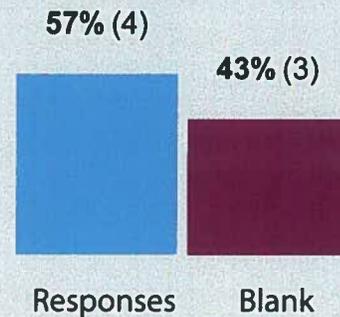
\* Total Responses: 3, 43% of submissions

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



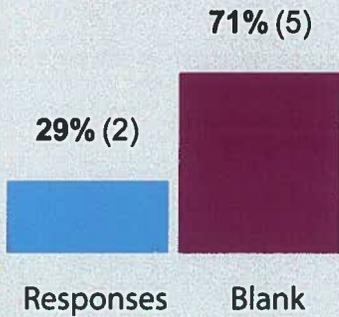
\* Total Responses: 5, 71% of submissions

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



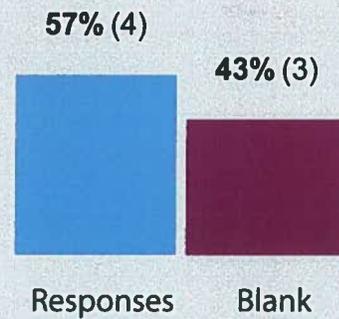
\* Total Responses: 4, 57% of submissions

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



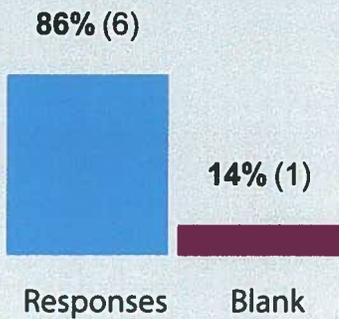
\* Total Responses: 2, 29% of submissions

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



\* Total Responses: 4, 57% of submissions

**Please provide recommendations and comments on a possible change in compensation (currently \$102,460.80) and a contract extension beyond the current expiration date of March 1, 2016**



\* Total Responses: 6, 86% of submissions

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

The city attorney is always prompt in responding to inquiries and following up on questions.

Accessible, considerate, and courteous absolutely. This box stops accepting type at this point h

Ken is an extremely professional manager and is very accessible.

Ken is always available, returns phone calls promptly.

Ken needs to make sure we as council can follow him, on some of the matters that he speaks on.

Creates a sense of trustworthiness.

Honest but I don't have great confidence in his legal opinions.

Ken has my complete trust and confidence.

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

It's come to my attention that presentations to City boards (this year and in years past) regarding legal requirements related to ethics and open meetings may have delivered too strong a message, based on the over-reactions of some earnest citizen volunteers. I am aware of one advisory board member who declined to reapply for the board due to concern (based on communications from the City Attorney) that board membership imposed too many restrictions on the members' freedom to express opinions on matters of public concern, and another advisory board member who (after hearing a presentation by the City Attorney) quit the membership of some local recreational clubs out of concern that membership in those clubs could create a perceived conflict of interest in relation to topics that might be considered by the advisory board.

Communicates well so far as being forthcoming and a warm, genuine person. Is supportive of citizens bringing issues to city court.

Ken is a very good communicator and does an excellent job communicating with all those he needs to keep informed.

Ken does a really good job with staff, and council, but tends to be less patient with the average citizen.

Provides legal opinions and/or advice in a timely manner.

It would be more timely if he didn't have to consult MTAS. By now, he should have a firmly developed position on Open Meetings, the city charter, and rules of order.

Question is not really related to communication and courtesy from the city attorney.

Ken always provides prompt advice even if it requires research.

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

Probably.

Ken communicates on current issues via memo and phone calls.

He provides plenty of material about the cases, and issues that he is working on, and let's us know where each case is at.

I would like the information provided to Council to include more back-up explanations. Sometimes legal issues seem to only include a snapshot at the moment. Often I am not familiar with the background and cannot relate to the provided information.

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

Ken is perhaps the most likeable fellow in city government. Not sure that's what a lawyer is supposed to be.

I think that Ken does a good job with communicating and is very courteous and thoughtful.

Contracts, Ordinances, Resolutions, State and Fed Legislation, lawsuits, school issues, housing, etc.

just that from my perspective Ken could work harder at the communication skills it takes when dealing with the citizens of Oak Ridge

Mr. Krushenski is a people-person and will give as much time as is needed to address questions on issues.

Demonstrates a thorough knowledge and understanding of municipal law.

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

I would like to see the Attorney offer more alternative scenarios to the ongoing matters. Sometimes it is not apparent why the attorney has recommended a particular course of action. Other scenarios may have been pursued and abandoned and why the current path was chosen is not clear.

Ken's experience gives him a great knowledge of municipal law.

Probably quite knowledgeable about city issues. Legal trends, couldn't say.

Ken keeps outstanding records concerning legal issues and historical data. Is very well prepared to present the facts.

Ken is very knowledgeable and also knows where to get latest precedence on statutes.

This is a area that is constantly changing, so Ken has to always working on the issues and legal trends that affect our city.

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

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

The Legal Department should become more proactive in working with other City staff and City Council on drafting of ordinances, including revisions to zoning ordinances. For example, engagement of Legal Department personnel likely could have prevented at least some of the issues/problems that earlier this year delayed passage of proposed ordinances related to parking.

If the recent parking ordinance is an example, ...

Ken is always on top of ordinances and amendments and what is legal for council to pass.

Another area that Ken is always seeking State advise and or other resources on, so he can provide council with the best possible advise.

I would like to see the Attorney offer more alternative scenarios to the ongoing matters. Sometimes it is not apparent why the attorney has recommended a particular course of action. Other scenarios may have been pursued and abandoned and why the current path was chosen is not clear. I would like the information provided to Council to include more back-up background explanations. Often I am not as familiar with the background and cannot relate to the provided information.

Is very helpful in advising council when State law covers anything we are trying to revise.

Demonstrates openness to alternative approaches.

Adjusts rapidly to changes in plans or procedures.

I would like to see more alternative approaches considered and/or explained as to why they were not pursued.

No answer.

He will offer alternatives, but also provides his best advice. Sometimes there are no alternatives. Ken tells it like it is.

Every day is a new day sometimes in City Business and Ken is always adaptable and ready to meet these challenges.

City attorneys tend to be very cautious in nature, so openness can be hard for them to convey.

List notes or comments that support the overall rating on knowledge and adaptability

We get fine advice on how to stay in compliance with the current law, but we might benefit from more advice regarding alternative strategies for working within the law (or using the law to our collective benefit), as well as recommendations regarding the possible need for changes to City ordinances and state legislation to resolve or prevent potential problems.

Ken has been great in dealing with the school issues and investigating BOE minutes, CC tapes, talking with former Council Members. He has done a good job on housing in a difficult judicial environment.

Functions effectively under pressure.

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

This would be better answered by the legal staff.

I would like to see the attorney be more proactive in developing alternative approaches.

Ken is always busy with things, but I am not sure that I have seen him under pressure.

Difficult to do when he is responsible to city manager, citizens, and council and there is no clear direction from council.

Does well under pressure and there has been some unique situations.

Ken is a team player and steps up to support CC and City Manager and goals we move forward onl.

Effectively evaluates legal problems and alternatives.

Demonstrates effectiveness in avoiding unnecessary legal controversy.

Seems to rely heavily on MTAS and Bass, Berry et al.

In general, the city attorney has helped us avoid controversy. His work on the EPA wastewater order is one instance of this: his advice has helped us avoid larger fines and litigation. However, hindsight indicates that the City Council was not well-advised several years ago n connection with the allocation of sales tax to high school debt service. The school district should have been asked to provide a written commitment regarding the allocation to debt service of its Anderson County sales tax distributions.

Ken does a good job looking at problems at alternatives. I think his private and city legal experience is a big plus in his performance.

In my opinion, a little more controversy would come from exploring other alternatives.

Ken takes initiative in avoiding all possible legal issues for city but some will come to any municipality. Ken handles them well.

List notes or comments that support the overall rating on administrative skills and effectiveness

The city attorney and legal department are successful in staying on top of their diverse and ever-changing workload.

He can retrieve records like nobody else. Couldn't say if it's his skill or a team effort.

Joe Levitt  
Personnel  
Police  
Real Estate

Ken's work on the EPA fines for volations, and the work he did on getting the fines reduced show his abilities on how he functions under pressure.

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

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

Tries like heck but is hampered by having clients with conflicting needs and expectations.

Ken is very careful about protecting the City and City Council. He is totally ethical and honest. Over the last 9-10 years on Council, I have never known him to be anything but professional in all his relationships.

I am totally comfortable in discussing any issue with Ken in total confidence and asking for his legal advice/opinion.

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

List notes or comments that support the overall rating on personal and professional qualities

The City Attorney's sense of humor is a valuable asset in a variety of situations.

Ken works toward gaining everyone's respect.

Ken performs his tasks with a tremendous amount of professionalism and he usually has a positive attitude.

I believe Ken is highly respected with all of the City staff.

Ken is very active in the community and I have never heard a negative comment about him from staff or community.

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

The City Attorney and the Legal Department successfully stay on top of a diverse array of matters that need their attention. The City Attorney's professionalism were particularly beneficial this year in negotiations with the US Environmental Protection Agency in regard to past wastewater violations.

Ken's greatest strength is probably in covering the city's rear and keeping up with the gigantic amount of responsibilities for paperwork required of his office.

Ken has successfully negotiated a huge savings for the city in the face of the EPA fines. He diligently watches our tax collections and provides frequent status on legal matters.

Honesty, initiative, ethics, dedication, Communication skills, passion for doing the right thing even when no one is looking.

Ken's knowledge base and his willingness to expand on his knowledge on different subject matter, that come before him while performing the duties of his office, would be to me one of his strongest points.

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

Because Ken wants to be maximally helpful to the city manager and also wants to keep everyone happy, he is vulnerable to being persuaded to keep a low profile. He has an affirmative responsibility to surface alternative options in the law, to advise council on state requirements, and to develop a clear and supportable position on all city charter matters.

Ken appears to have improved in responding to specifically asked questions rather than answering the questions he thinks should be asked. This should be continued.

We need to figure out how to move forward on housing although I am not sure how creative we can be in current judicial climate.

his patiences and interaction with the average citizen on matters that come before him could be better.

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

There are none.

Keep doing what you are doing.

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

The City Attorney and his staff will have an important role with respect to implementing the Land Bank that has been authorized by the Tennessee General Assembly. All members of City Council should be kept informed on the options that need to be considered and the details of proposals.

We will eventually have to settle school sales tax issue and will need his help with this to make sure we are legal as we move forward.

To continue to aggressively go after Mr. Levitt and the property he owns, we needs those apartment complexes down and gone.

Please suggest additional ways we can effectively pursue owners of dilapidated rental properties. Try to come up with a business license for rental properties (or explain to us why we can't have one) and find out if other cities have inspection requirements and inspection fees for rental residential property.

Please provide recommendations and comments on a possible change in compensation (currently \$102,460.80) and a contract extension beyond the current expiration date of March 1, 2016

I have no objection to a one-year extension in the contract. A raise commensurate with those provided to other staff would be appropriate.

I support an increase in salary similar to other members of staff and as contained in the City Manager's budget recommendation (1.5%).

No professional services contract/employment should be extended beyond two years. Used as a vote of confidence, this habit simply makes the city liable for separation costs for a much longer term than anyone should expect. The city attorney should be given the same across-the-board raise as all other city employees.

Compensation increase should be in line with what other city employees receive.

1.5 percent and one year contract extension as vote of support.

I believe his current compensation package is within acceptable range, and we should only keep a two extension on his current contract.

**RESOLUTION**

A RESOLUTION TO AMEND THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT, AS APPROVED BY RESOLUTION 2-26-01, TO PROVIDE FOR A ONE-YEAR CONTRACT EXTENSION AND A ONE AND ONE HALF (1.5%) SALARY INCREASE, WITH THE SALARY INCREASE EFFECTIVE ON MARCH 4, 2012.

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

WHEREAS, by Resolution 2-26-01, City Council entered into an employment agreement in which City Council agreed to employ Kenneth R. Krushenski as the City Attorney; and

WHEREAS, said employment agreement provides that formal evaluations of the City Attorney shall be conducted on an annual basis by May 30th of each year, and to this end City Council appointed a City Attorney Evaluation Committee (the Committee) to develop an evaluation procedure for the FY 2012 term; and

WHEREAS, the Committee has completed its work and based on the evaluation results, recommends that the City Attorney's term of office be extended by one year and that the City Attorney receive a one and one half percent (1.5%) salary increase, effective March 4, 2012, which is the same percentage salary increase received by City employees for FY2013.

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

That the employment agreement between the City of Oak Ridge and Kenneth R. Krushenski as City Attorney is hereby amended as follows: Section 2, Term, Subsection C, to provide that it shall continue in effect until March 1, 2017, and Section 7, Salary, Subsection A, to provide for a one and one half percent (1.5%) salary increase for a new annual salary amount \$106,100.80 which is equivalent to a one and one half percent (1.5%) salary increase.

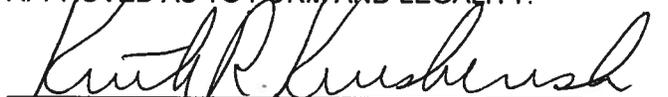
BE IT FURTHER RESOLVED the one and one half percent (1.5%) salary increase shall be effective as of March 4, 2012.

BE IT FURTHER RESOLVED that the report of the City Attorney Evaluation Committee is approved and, pursuant to the terms of the employment agreement, City Council shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Attorney for the 2013 fiscal year.

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

This the 11th day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana R. Stanley, City Clerk

**LEGAL DEPARTMENT MEMORANDUM**  
**12-36**

DATE: June 6, 2012  
TO: Mark S. Watson, City Manager  
FROM: Kenneth R. Krushenski, City Attorney  
SUBJECT: PROFESSIONAL SERVICES AGREEMENTS — BILL NOLAN & ASSOCIATES AND  
THE FERGUSON GROUP, LLC — FY2013

Two items for the agenda are resolutions approving professional services agreements with the City's current state and federal consultants for Fiscal Year 2013.

The City has been utilizing the services of Bill Nolan & Associates for consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee, and The Ferguson Group, LLC, for consulting services to support and approve a federal government relations agenda and action plan. Both of these agreements expire on June 30, 2012. Funds were approved by City Council in the budget to continue these agreements for Fiscal Year 2013.

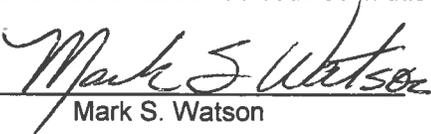
Attached is a professional services agreement and resolution for each consultant. The agreements are similar to the current agreements, with the level of compensation changed as follows: (1) Total Compensation of \$45,000.00 for Bill Nolan & Associates and (2) A change in the Ferguson Group services to an hourly basis at the rate of \$425.00 per hour with an initial amount established at \$30,000.00 plus \$5,000.00 for expenses. Any additional hours over the \$30,000.00 must be approved by the City Manager.

Staff recommends approval of the attached resolutions.

  
\_\_\_\_\_  
Kenneth R. Krushenski

**City Manager's Comments:**

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

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

  
\_\_\_\_\_  
Date

**RESOLUTION**

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BILL NOLAN AND ASSOCIATES, OAK RIDGE, TENNESSEE FOR THE PROVISION OF CONSULTING SERVICES IN THE AREA OF RELATIONS WITH THE TENNESSEE GENERAL ASSEMBLY AND THE EXECUTIVE BRANCH OF THE STATE OF TENNESSEE FOR AGREED UPON PRIORITIES FOR THE CITY IN AN AMOUNT NOT TO EXCEED \$45,000.00.

WHEREAS, by Resolution 6-51-11, City Council approved a Professional Services Agreement in the estimated amount of \$55,800.00 between the City of Oak Ridge and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830, to provide consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City for fiscal year 2012; and

WHEREAS, the City Manager recommends that the Professional Services Agreement with Bill Nolan and Associates be continued for fiscal year 2013 at a fixed rate of \$45,000.00 per year, payable in installments of \$2,500.00 per month from July 1, 2012 through December and \$5,000.00 per month January 1<sup>st</sup> through June 2013.

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

That the recommendation of the City Manager is approved and the attached Professional Services Agreement between the City of Oak Ridge and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830 for the provision of consulting services in the area of relations with the Tennessee General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities for the City in the fixed amount of \$45,000.00 payable in installments of \$2,500.00 per month from July 1, 2012 through December and \$5,000.00 per month January 1<sup>st</sup> through June 2013.

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

This the 11<sup>th</sup> day of June 2012.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana Stanley, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into as of the 1<sup>st</sup> day of July, 2012, by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the City, and Bill Nolan and Associates, 104 Cypress Lane, Oak Ridge, Tennessee 37830, hereinafter referred to as BNA.

WHEREAS, the City desires to engage a professional consulting firm to provide consultation in the area of relations with the General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities; and

WHEREAS, BNA has provided such services in the past and is willing to provide such services again on behalf of City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

1. ENGAGEMENT OF BNA

City hereby engages BNA to perform the services hereinafter set forth, and BNA hereby accepts such engagement.

2. SCOPE OF SERVICES

The City desires to engage BNA to provide consultation in the area of relations with the General Assembly and the Executive Branch of the State of Tennessee for agreed upon priorities. BNA shall perform the following services for City:

- A. Track the introduction and movement through committees of legislation of interest to the City. Legislation of interest to the City is set forth in the City's annual State Legislative Agenda.
- B. Keep abreast of changes within local governments and represent the interests of the City to the General Assembly, state government officials and others in his capacity as governmental affairs representative.
- C. Maintain regular contact with the Mayor, City Council, and the City Manager and report any legislation that affects the City.
- D. Attend City Council meetings with the purpose of reporting on legislative matters.

BNA agrees to keep detailed records of activities conducted on behalf of the City and expenses related to the business of the City. BNA agrees to report to the City regularly on the status of legislation and to advise the City on additional steps to be taken in order to achieve the City's goals and objectives. In addition, BNA agrees to file all required documentation according to the Lobbying Disclosure Act to represent the City before the Tennessee General Assembly and state agencies.

3. TERM

This Agreement shall commence on July 1, 2012 and terminate on June 30, 2013.

4. COMPENSATION

A. Fixed Fee

For the services provided under this Agreement, the City shall pay BNA an amount not to exceed \$45,000.00. This amount shall be paid in installments of \$5,000.00 per month January 1<sup>st</sup> through June 1<sup>st</sup> and \$2,500.00 per month July 1<sup>st</sup> through December 1<sup>st</sup>.

B. Performance Bonus

At the conclusion of this Agreement, City Council may, upon recommendation of the City Manager, award BNA a performance bonus based upon the services provided under this Agreement. A performance bonus will require separate action by City Council.

5. ASSISTANCE FROM CITY

To assist BNA in performing legal representation, City shall furnish to BNA, without charge, copies of all available agreements, reports, memoranda, correspondence, ordinances, legislation, rules and regulations, technical data and other information reasonably requested by BNA relevant to the services to be provided by BNA.

6. TERMINATION

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party without penalty.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties with respect to the transactions contemplated by this Agreement, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for in this Agreement. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

8. INDEPENDENT CONTRACTORS

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

9. GOVERNING LAW

This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bill Nolan, President

\_\_\_\_\_  
Tax ID Number

Approved by Resolution \_\_\_\_\_

**RESOLUTION**

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE FERGUSON GROUP, LLC, WASHINGTON, D.C. FOR THE PROVISION OF CONSULTING SERVICES TO PROVIDE GRANT SUPPORT AND TO DEVELOP A COMPREHENSIVE FEDERAL GOVERNMENT RELATIONS AGENDA AND ACTION PLAN FOR AGREED UPON PRIORITIES FOR THE CITY IN THE AMOUNT OF \$30,000 AT A RATE OF \$425.00 PER HOUR WITH AN ALLOWANCE OF \$5,000.00 FOR EXPENSES.

WHEREAS, by Resolution 6-52-11, City Council approved a Professional Services Agreement in the estimated amount of \$102,000.00 between the City of Oak Ridge and The Ferguson Group, LLC, Washington, D.C. to provide consulting services to develop consulting services to develop a comprehensive federal government relations agenda and action plan for agreed upon priorities for the City for fiscal year 2012; and

WHEREAS, the City Manager recommends that the Professional Services Agreement with The Ferguson Group, LLC be continued for fiscal year 2013 in the amount of \$30,000 at a rate of \$425.00 per hour with an allowance of \$5,000.00 for expenses with additional hours over \$30,000.00 to be approved by the City Manager.

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

That the recommendation of the City Manager is approved and the attached Professional Services Agreement between the City of Oak Ridge and The Ferguson Group, LLC, 1130 Connecticut Avenue, Suite 300, Washington, D.C. 20036, for the provision of consulting services to provide grant support and to develop a comprehensive federal government relations agenda and action plan for agreed upon priorities for the City, in the amount of \$30,000.00 at the rate of \$425.00 per hour with an allowance of \$5,000.00 for expenses. Additional hours over the \$30,000.00 cap must be approved by the City Manager.

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

This the 11<sup>th</sup> day of June 2012.

APPROVED AS TO FORM AND LEGALITY:

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

\_\_\_\_\_  
Thomas L. Beehan, Mayor

\_\_\_\_\_  
Diana Stanley, City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into as of the \_\_\_\_\_ day of July 2012 by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the City, and The Ferguson Group, LLC, 1130 Connecticut Avenue, Suite 300, Washington, D.C. 20036, hereinafter referred to as TFG.

WHEREAS, the City desires to engage a professional consulting firm to develop a comprehensive federal government relations agenda and action plan for agreed upon priorities; and

WHEREAS, TFG has provided such services in the past and is willing to provide such services again on behalf of City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties do hereby agree as follows:

### 1. ENGAGEMENT OF TFG

City hereby engages TFG to perform the services hereinafter set forth, and TFG hereby accepts such engagement.

### 2. SCOPE OF SERVICES

THE City desires to engage TFG to develop a comprehensive federal government relations agenda and action plan for agreed upon priorities. TFG shall perform the following services for the City:

- A. Monitor in general terms developments in Washington, D.C. that may influence the City's interests and report such developments that come to the attention of TFG. Counsel with the City and recommend appropriate response to such developments.
- B. Tract the introduction and movement through committees of legislation of interest to the City.
- C. Undertake specific assignments as requested by the City from time to time.
- D. Attend City Council meetings with the purpose of reporting on legislative matters.
- E. Provide grant support to the City.

TFG agrees to keep detailed records of activities conducted on behalf of the City and expenses related to the business of the City. TFG agrees to report to the City regularly on the status of the agenda and to advise the City on additional steps to be taken in order to achieve the City's goals and objectives. In addition, TFG agrees to file all required documentation according to the Lobbying Disclosure Act to represent the City before Congress and federal agencies.

### 3. TERM

This Agreement shall commence on July 1, 2012 and terminate of June 30, 2013, unless terminated earlier as specified in Section 6.

4. COMPENSATION AND EXPENSES

A. Compensation

For the services to be provided under this Agreement, the City shall pay TFG an amount not to exceed \$30,000.00 based upon the rate of \$425.00 per hour and additional hours over the \$30,000.00 cap must be approved by the City Manager.

B. Reimbursable Expenses

TFG shall be entitled to reimbursement of certain expenses which shall not exceed \$5,000.00 during the full term of this Agreement. Reimbursable expenses shall be invoiced separately to the City along with a detailed list of expenses. Reimbursable expenses shall include long distance telephone calls, faxes, document production, overnight delivery, courier services, business meals, out-of-town travel that has been pre-approved by the City, and in-town taxicab transportation within D.C. Similar expenses not specified above may be reimbursable by the City upon approval of the City.

5. ASSISTANCE FROM CITY

To assist TFG in performing legal representation, City shall furnish to TFG, without charge, copies of all available agreements, reports, memoranda, correspondence, ordinances, legislation, rules and regulations, technical data and other information reasonable request by TFG relevant to the services to be provided by TFG.

6. TERMINATION

Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party without penalty.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties with respect to the transactions contemplated by this Agreement, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for in this Agreement. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

8. INDEPENDENT CONTRACTORS

The parties acknowledge that the relationship created under this Agreement is that of independent contracting parties and this Agreement does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

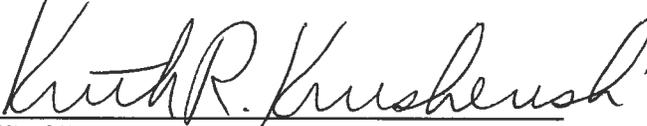
9. GOVERNING LAW

This Agreement, the rights and obligations of the parties and any claims or disputes relating thereto shall be governed and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on their behalf, as of the day and year first written above.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

THE FERGUSON GROUP, LLC

\_\_\_\_\_  
William Ferguson, Jr.  
Chief Executive Officer

\_\_\_\_\_  
Tax ID Number

Approved by Resolution \_\_\_\_\_

**FINAL ADOPTION  
OF  
ORDINANCES**

PERSONNEL MEMORANDUM  
12-051

DATE: April 26, 2012  
TO: Mark S. Watson, City Manager  
FROM: Penelope H. Sissom, Personnel Director  
SUBJECT: PERSONNEL PLAN/ORDINANCE AMENDMENTS – NEPOTISM; LAYOFF,  
REORGANIZATION AND SEVERANCE PACKAGE; INJURY LEAVE; AND EMPLOYEE  
PARTICIPATION ON CITY BOARDS AND COMMISSIONS

An item for the agenda is an ordinance to amend the Personnel Plan/Ordinance to update certain sections to provide clarification, be more compatible with the surrounding areas, and to provide a severance package in the event of layoff or reorganization. A bold/strikethrough version of the proposed amendments is included for ease of reference.

The following sections of Personnel Plan/Ordinance are proposed to be amended:

Nepotism – Section 7.2.B

As proposed, this section specifies the relatives that cannot be hired or promoted in the same department. This amendment addresses misconceptions regarding employment with the City, as well as curtails potential conflicts in the workplace from family relationships.

The recommendation is made to disallow married employees to work in the same department, regardless of supervisory or non-supervisory roles. Employees who become married while in the same department must notify supervision and resign or transfer within 60 days of marriage.

Current married employees within the same department are not affected by this change.

Layoff, Reorganization, and Severance Package – Subsections 9.1.d, 9.1.e and 9.1.f

Commensurate with prevailing work practices throughout the area, a change is proposed to add a provision for a severance package when employment is terminated through circumstances external to the work performed (layoff or reorganization).

The severance package offered will be one week's pay for each full year (26 pay periods) of employment with the City as a regular employee. Additionally, upon receipt of proof of payment from the medical insurance provider, the City will reimburse the terminated employee for the COBRA rate for continuation of medical insurance for two months following the effective date of layoff or reorganization.

Should a layoff occur, affected regular employees will be notified in writing two weeks prior to the effective date. In the event of a reorganization at least four weeks' notice would be given to employees. The severance package would be reduced accordingly by the amount of notice given to the employee.

With the addition of provisions regarding reorganization and severance packages immediately following the layoff provision, existing subsections needed to be renumbered. Subsequently, Subsections 9.1.e, Removal, 9.1.f, Dismissal, and 9.1.g, Death, were renumbered as Subsections 9.1.g, 9.1.h, and 9.1.i respectively.

INJURY LEAVE –Section 11.4

In 2011, the City was asked by its insurance provider, Tennessee Municipal League Risk Pool, to reassess the Injury Leave policy. The City's policy provided a substantial allowance of six (6) months'

Injury Leave pay at 100% of salary before entering into the actual Workers Compensation payment schedule of 66 and 2/3% of salary.

After review and research of area business and municipality practices, the recommendation is to modify the existing policy to provide twelve (12) work weeks of Injury Leave at 100% salary. At the end of twelve (12) work weeks, should the employee still not be able to return to work, he or she would move into the payment schedule for Workers Compensation. However, the City Manager would be able to extend the amount of paid Injury Leave depending on the nature of the injury and the probability of the employee ultimately returning to normal job duties.

Drug screen requirements for return to work after a prolonged absence of 240 hours and random drug screens while on Injury Leave will be implemented. Also, at the discretion of the department head, any employee returning to work after a prolonged absence of 240 hours may not be scheduled for overtime or standby status, except in emergency cases, for a period of six (6) months and any additional employment, as specified in the Personnel Plan/Ordinance 13.1 will be revoked for six (6) months.

Another addition is the policy on light duty after an injury, which is defined as the ability to perform job tasks in a lower position in the Classification Plan. During the first three (3) months of light duty, the employee will receive his or her normal salary. If the assignment continues longer than three (3) months, the salary will be reduced by 10% or to the maximum of the pay grade associated with the light duty assignment.

The changes in the Injury Leave policy were reviewed by the Management Team. In many cases all employees in a department had input and some modifications resulted from this input.

EMPLOYEE POLITICAL ACTIVITY –Newly Created-Subsection 13.3.e

The City has had a long standing practice of not allowing active city employees to serve in a voting capacity of City Boards and Commissions. Upon an extensive review by the City Clerk, it was determined that no written policy exists that prohibits such participation. An addition was added under the above referenced section to not allow active employees to be on the ballot for appointment to City Boards and Commissions as a voting member.

The Personnel Advisory Board spent two meetings carefully reviewing the suggested changes and the members present at the April 13, 2012 meeting unanimously approved all four amendments.

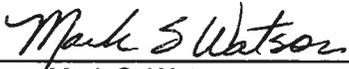
The City Manager and staff recommend approval of the attached ordinance.

  
\_\_\_\_\_  
Penelope H. Sissom

Attachments

**City Manager's Comments:**

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

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

5/1/12  
Date

## BOLD/STRIKETHROUGH OF PERSONNEL ORDINANCE AMENDMENTS

### 7.2.B. NEPOTISM

Employees shall not be placed in positions under the supervision or accountability of ~~a member of the immediate family, which includes spouse, child, parent, and sibling. Other relationships may be added by the City Manager~~ any family member.

**With the exception of seasonal and temporary Recreation Department employees, applicants will not be considered or hired into a department where a member of the immediate family is currently employed. Current employees will not be promoted or transferred to a department where a member of the immediate family is currently employed. Immediate family is defined as spouse, child or step-child, daughter-in-law, son-in-law, parent, parent-in-law, brother, brother-in-law, sister and sister-in-law. Other relationships may be added by the City Manager.**

**If two employees in the same department marry, then one of those employees must resign from City employment or apply for a transfer to another department should a vacancy be available at that time. Selection for that vacancy will be based on the qualifications of all applicants and not on the present employment status. This change must occur within sixty (60) days of the marriage. Failure to comply will result in the termination of one or both employees.**

## BOLD/STRIKETHROUGH OF PERSONNEL ORDINANCE AMENDMENTS

### 9.1 TERMINATIONS

- d. Layoff. When a regular position is discontinued or abolished **due to lack of funds**, the City Manager shall determine the order of layoff of employees on the basis of the relative suitability for the jobs that remain. However, no regular employee shall be terminated while there is a temporary or probationary employee in any class **in his or her department** performing duties for which the regular employee is at least equally qualified and applies. **The employee to be laid off would have to go through the recruitment process for any vacant positions in other departments.**

Regular employees subject to layoff shall be notified in writing two (2) weeks prior to the effective date..

Temporary and **seasonal** employees shall receive a layoff when the authorized time for their specific position has lapsed, or when their services are no longer required.

- e. Reorganization. From time to time, the City Manager and various heads of departments may reorganize the structure of different City operations. Due to efficiencies or improved streamlining of operations, positions may be eliminated, consolidated, or reclassified. Notice in these situations shall occur at least four (4) weeks in advance of the change to allow the affected employee to find other employment within or without the organization.
- f. Severance Package. Regular employees who have actually lost their jobs due to a Layoff or as a result of Reorganization shall be granted a severance package of one weeks' pay for each full year (twenty-six pay periods) they have been employed by the City as regular employees. The weeks that are payable in the severance package shall be reduced by the amount of notice the City has provided to the employee. Upon receipt of proof of payment from the medical insurance provider, the City will reimburse the terminated employee for the COBRA rate for continuation of medical insurance for two (2) months following the effective date of the layoff or the reorganization.
- ~~e- g.~~ Removal. (Renumbered only – language does not change)
- ~~f. h.~~ Dismissal. (Renumbered only – language does not change)
- ~~g- i.~~ Death. (Renumbered only – language does not change)

## BOLD/STRIKETHROUGH OF PERSONNEL ORDINANCE AMENDMENTS

### 11.4 INJURY LEAVE

Leave with pay may be approved for a period determined by the City Manager, upon the recommendation of the head of the department and the Personnel Director, but not to exceed ~~six (6) months~~ **twelve (12) work weeks** for any one disabling injury incurred while performing job-related duties. This would be a total of ~~4,040~~ **480** hours for regular full-time employees and ~~4,456~~ **672** hours for Fire station-based shift employees. **The employee's department will make the injury leave request on the appropriate form.** Other leave benefits are not accrued and holiday leave is not granted when an employee is on injury leave. If there is a reoccurrence of the **same** injury after the employee has returned to work, ~~a separate application for injury leave must be submitted each time with~~ supporting **medical documentation must be provided and any additional lost time hours are considered part of the maximum the City provides.**

~~Application~~ **A First Report of Injury Form and a City Incident Report** for such leave shall contain a statement by the employee, **unless he or she is incapacitated, statements from all witnesses,** confirmed by the supervisor **and/or head of the department.** **This documentation shall describe the circumstances, cause, setting forth the nature and extent of the injury and must be completed in full and presented to the Personnel Department within the first twenty-four (24) hours of injury. Injuries requiring medical treatment must include** ~~verified and supported by~~ a licensed medical professional's statement indicating treatment, diagnosis, prescription medications and the probable period of disability. ~~Application for leave for injury in line of duty shall be made in writing and approved on the appropriate form.~~ Every period of leave granted under the provisions of this rule shall be considered creditable service and shall be indicated on the employee's leave records, but shall not be charged to any other type of leave.

The City reserves the right to obtain other medical opinions regarding the employee's injured condition. Employee refusal to cooperate in the seeking of these opinions or to follow rehabilitation/**recuperation** instructions from the licensed medical professional, or the employee changing the date and/or time of a medical appointment **without adequate justification** and prior approval of the Personnel Department, **and/or failure to provide all medical documentation (including prescription medications) received by the employee shall** may constitute grounds for denying injury leave benefits **and may result in disciplinary action.**

**If an injury results in lost time from work, the employee will be subject to drug/alcohol testing while on injury leave. Any employee returning to work after a prolonged absence of 240 hours or more for a 40 hour per week employee and 336 hours for Fire Department station based employees will be required to submit for a Return after Injury/Illness drug and alcohol screen. The use of any substance which carries a label that indicates the potential for impaired mental functioning, motor skills, or judgment must be reported to Personnel and the employee's supervisor. Medical advice and written authorization from the attending physician must be provided by the employee before performing work related duties. Failure to disclose prescription drug use of any substance defined in this ordinance will result in discipline up to and including termination.**

**At the department head's discretion, any employee returning to work after a prolonged period of time as defined above may not be scheduled for overtime or standby status, except in cases of emergency, for a six- month period. Approval of additional employment as specified in the Personnel Plan Article 13.1 will also be revoked for six months.**

When injury leave is used, an employee shall be protected against loss of pay. The regular salary shall be paid during this leave, but any amount received on behalf of the employee in Worker's Compensation insurance payments (excluding medical and hospitalization payments)

## BOLD/STRIKETHROUGH OF PERSONNEL ORDINANCE AMENDMENTS

shall be returned to the City. Every attempt will be made to return the individual on injury leave to modified or light duty as soon as possible.

If the employee has been granted the maximum for injury leave as specified above and is still not able to return to work, and the attending physician indicates that the employee can eventually return to normal job duties, the ~~City may provide payments that will furnish 75% of the base salary prior to the injury for four additional week, then 50% for four more weeks, and then 25% for four more weeks~~ **City Manager may grant additional paid injury leave. Otherwise, the City will place the employee in a "Leave Without Pay" status for 26 work weeks (1040 hours for 40 hour per week employees and 1456 for Fire Department) and the employee will be eligible for Temporary Total Disability (TTD) benefits provided by Worker's Compensation Insurance. During this period, the employee will be responsible for paying the City for his/her normal deductions for the benefit program. The employee also has the option of using any accumulated General Leave or Emergency Leave. As part of any consideration for this salary supplement, the employee's history of job related injuries and leave usage in general shall be carefully reviewed along with all pertinent information including medical reports relative to the current injury.**

**After the 26 work weeks of "Leave without Pay" (1040 hours for 40 hour per week employees and 1456 for Fire Department), if the employee is still not able to return to normal job duties, the Personnel Department will begin processing a Disability Retirement, if applicable, for the injured employee. The employee will be removed from the City's payroll on a disability basis. Once the employee has been granted the maximum permitted for injury leave and is still not able to return to work, accumulated General Leave or Emergency Leave may be used. If the employee is using accumulated General Leave or Emergency Leave, any amount received on behalf of the employee in Worker's Compensation insurance payments shall be given to the employee.**

**If the injury is such that an impairment rating and subsequent monetary settlement is awarded, the awarded amount will be reduced by the amount the City has subsidized the TTD benefits from the Worker's Compensation Insurance program.**

### **MODIFIED/LIGHT DUTY**

**If the injured employee is not able to perform the normal job duties but can perform tasks associated with a lower position in the classification plan, whether in the employee's designated department or other City department, a modified work plan will be required by the City. This modified or "light duty" plan shall compensate the employee at the normal rate of pay for a three (3) month period, beyond which the employee's salary shall be reduced at least ten percent (10%) or to the maximum of the pay grade associated with the light duty work. All Department Directors will assess work to be completed within their respective areas and provide "modified/light duty" assignments to the Personnel Department on an as needed basis. The injured employee must contact the Personnel Department on a designated day each week to determine if accommodation for modified/light duty can be made. Safety training needs of the injured employee can also be considered an assignment. The Personnel Department can provide training materials for this purpose.**

## BOLD/STRIKETHROUGH OF PERSONNEL ORDINANCE AMENDMENTS

### 13.3 EMPLOYEE POLITICAL ACTIVITY

In accordance with TCA §7-51-1501, policies relative to political activities for City employees are as follows:

- a. An employee may become a candidate for any state or local elected office other than a seat on City Council.
- b. City employees may participate in political activities by supporting or opposing political parties, political candidates, and petitions to any government entity.
- c. Any employee desiring time off from work to participate in political activities shall arrange such time in advance according to departmental rules and may use General Leave or leave without pay with permission.
- d. The following political activities are prohibited:
  1. Conducting any political activities during work hours including, but not limited to, campaigning, circulating petitions, soliciting contributions or distributing campaign literature.
  2. Displaying campaign literature, buttons or pins in City-owned buildings, facilities and/or vehicles.
  3. Using the official position to endorse a particular political position. This prohibition includes the wearing of City uniforms during political or campaign activities unless so assigned as part of the normal job duties.
  4. Using City facilities, supplies or equipment to produce, duplicate or distribute any campaign information or literature.
- e. **Active City employees may not serve on a City Council appointed board, commission or committee unless they are serving as staff representatives without voting privileges.**

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY DELETING SUBSECTION 7.2.B, TITLED "NEPOTISM," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 7.2.B, TITLED "NEPOTISM"; DELETING SUBSECTION 9.1.D, TITLED "LAYOFF," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 9.1.D, TITLED "LAYOFF"; RENUMBERING EXISTING SUBSECTIONS 9.1.E, TITLED "REMOVAL," 9.1.F, TITLED "DISMISSAL," AND 9.1.G, TITLED "DEATH," TO BE SUBSECTIONS 9.1.G, 9.1.H AND 9.1.I RESPECTIVELY; CREATING A NEW SUBSECTION 9.1.E, TITLED "REORGANIZATION;" CREATING A NEW SUBSECTION 9.1.F, TITLED "SEVERANCE PACKAGE;" DELETING SUBSECTION 11.4, TITLED "INJURY LEAVE," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 11.4, TITLED "INJURY LEAVE"; AND AMENDING SUBSECTION 13.3, TITLED "EMPLOYEE POLITICAL ACTIVITY," BY CREATING A NEW SUBSECTION (E), ALL FOR THE PURPOSE OF UPDATING THE PERSONNEL PLAN.

WHEREAS, the City desires to expand the nepotism provision to increase the definition of "immediate family" when prohibiting family members from holding a position of supervision or accountability, to prohibit future hires from being related to existing employees within the same department, and to require a transfer or resignation if two employees in the same department marry; and

WHEREAS, the City desires to clarify the provisions pertaining to layoffs and to create a provision on reorganization and establish a severance packages for employees who lose their job due to a layoff or reorganization; and

WHEREAS, the City desires to update and revise the provision on injury leave and establish a provision for modified/ light duty; and

WHEREAS, the City desires to codify the City's practice of not permitting employees to serve on City Council created/appointed boards, commissions or committees as voting members; and

WHEREAS, the Personnel Advisory Board at its April 13, 2012 meeting reviewed the proposed amendments to the Personnel Plan and unanimously recommended their adoption; and

WHEREAS, the City Manager recommends that the Personnel Plan be amended as set forth above.

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

Section 1. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 7, "Recruitment, Selection and Appointment of Employees," is hereby amended by deleting Subsection 7.2.B, titled "Nepotism," in its entirety, and substituting therefor a new Subsection 7.2.B, titled "Nepotism," which subsection shall read as follows:

**7.2.B. NEPOTISM**

Employees shall not be placed in positions under the supervision or accountability of any family member.

With the exception of seasonal and temporary Recreation Department employees, applicants will not be considered or hired into a department where a member of the immediate family is currently employed. Current employees will not be promoted or transferred to a department where a member of the immediate family is currently

employed. Immediate family is defined as spouse, child or step-child, daughter-in-law, son-in-law, parent, parent-in-law, brother, brother-in-law, sister and sister-in-law. Other relationships may be added by the City Manager.

If two employees in the same department marry, then one of those employees must resign from City employment or apply for a transfer to another department should a vacancy be available at that time. Selection for that vacancy will be based on the qualifications of all applicants and not on the present employment status. This change must occur within sixty (60) days of the marriage. Failure to comply will result in the termination of one or both employees.

Section 2. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 9, "Terminations and Disciplinary Actions," Section 9.1, titled "Terminations," is hereby amended by deleting Subsection 9.1.d, titled "Layoff," in its entirety, and substituting therefor a new Subsection 9.1.d, titled "Layoff," which subsection shall read as follows:

#### 9.1 TERMINATIONS

- d. Layoff. When a regular position is discontinued or abolished due to lack of funds, the City Manager shall determine the order of layoff of employees on the basis of the relative suitability for the jobs that remain. However, no regular employee shall be terminated while there is a temporary or probationary employee in any class in his or her department performing duties for which the regular employee is at least equally qualified and applies. The employee to be laid off would have to go through the recruitment process for any vacant positions in other departments.

Regular employees subject to layoff shall be notified in writing two (2) weeks prior to the effective date.

Temporary and seasonal employees shall receive a layoff when the authorized time for their specific position has lapsed, or when their services are no longer required.

Section 3. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 9, "Terminations and Disciplinary Actions," Section 9.1, titled "Terminations," is hereby amended by renumbering existing Subsection 9.1.e, titled "Removal," to Subsection 9.1.g, existing Subsection 9.1.f, titled "Dismissal," to Subsection 9.1.h, and existing Subsection 9.1.g, titled "Death," to Subsection 9.1.i, and creating a new Subsection 9.1.e, titled "Reorganization," and a new Subsection 9.1.f, titled "Severance Package," which new subsections shall read as follows:

#### 9.1 TERMINATIONS

- e. Reorganization. From time to time, the City Manager and various heads of departments may reorganize the structure of different City operations. Due to efficiencies or improved streamlining of operations, positions may be eliminated, consolidated, or reclassified. Notice in these situations shall occur at least four (4) weeks in advance of the change to allow the affected employee to find other employment within or without the organization.
- f. Severance Package. Regular employees who have actually lost their jobs due to a Layoff or as a result of Reorganization shall be granted a severance package of one weeks' pay for each full year (twenty-six pay periods) they have been employed by the City as regular employees. The weeks that are payable in the severance package shall be reduced by the amount of notice the City has provided to the employee. Upon receipt of proof of payment from the medical insurance provider, the City will reimburse the terminated employee for the COBRA rate for

continuation of medical insurance for two (2) months following the effective date of the layoff or the reorganization.

Section 4. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 11, "Leave," is hereby amended by deleting Section 11.4, titled "Injury Leave," in its entirety, and substituting therefor a new Subsection 11.4, titled "Injury Leave," which subsection shall read as follows:

#### 11.4 INJURY LEAVE

Leave with pay may be approved for a period determined by the City Manager, upon the recommendation of the head of the department and the Personnel Director, but not to exceed twelve (12) work weeks for any one disabling injury incurred while performing job-related duties. This would be a total of 480 hours for regular full-time employees and 672 hours for Fire station-based shift employees. The employee's department will make the injury leave request on the appropriate form. Other leave benefits are not accrued and holiday leave is not granted when an employee is on injury leave. If there is a reoccurrence of the same injury after the employee has returned to work, supporting medical documentation must be provided and any additional lost time hours are considered part of the maximum the City provides.

A First Report of Injury Form and a City Incident Report shall contain a statement by the employee, unless he or she is incapacitated, statements from all witnesses, confirmed by the supervisor and/or head of the department. This documentation shall describe the circumstances, cause, nature and extent of the injury and must be completed in full and presented to the Personnel Department within the first twenty-four (24) hours of injury. Injuries requiring medical treatment must include a licensed medical professional's statement indicating treatment, diagnosis, prescription medications and the probable period of disability. Every period of leave granted under the provisions of this rule shall be considered creditable service and shall be indicated on the employee's leave records, but shall not be charged to any other type of leave.

The City reserves the right to obtain other medical opinions regarding the employee's injured condition. Employee refusal to cooperate in the seeking of these opinions or to follow rehabilitation/recuperation instructions from the licensed medical professional, or the employee changing the date and/or time of a medical appointment without adequate justification and prior approval of the Personnel Department, and/or failure to provide all medical documentation (including prescription medications) received by the employee may constitute grounds for denying injury leave benefits and may result in disciplinary action.

If an injury results in lost time from work, the employee will be subject to drug/alcohol testing while on injury leave. Any employee returning to work after a prolonged absence of 240 hours or more for a 40 hour per week employee and 336 hours for Fire Department station based employees will be required to submit for a Return after Injury/Illness drug and alcohol screen. The use of any substance which carries a label that indicates the potential for impaired mental functioning, motor skills, or judgment must be reported to Personnel and the employee's supervisor. Medical advice and written authorization from the attending physician must be provided by the employee before performing work related duties. Failure to disclose prescription drug use of any substance defined in this ordinance will result in discipline up to and including termination.

At the department head's discretion, any employee returning to work after a prolonged period of time as defined above may not be scheduled for overtime or standby status, except in cases of emergency, for a six- month period. Approval of additional

employment as specified in the Personnel Plan Article 13.1 will also be revoked for six months.

When injury leave is used, an employee shall be protected against loss of pay. The regular salary shall be paid during this leave, but any amount received on behalf of the employee in Worker's Compensation insurance payments (excluding medical and hospitalization payments) shall be returned to the City. Every attempt will be made to return the individual on injury leave to modified or light duty as soon as possible.

If the employee has been granted the maximum for injury leave as specified above and is still not able to return to work, and the attending physician indicates that the employee can eventually return to normal job duties, the City Manager may grant additional paid injury leave. Otherwise, the City will place the employee in a "Leave Without Pay" status for 26 work weeks (1040 hours for 40 hour per week employees and 1456 for Fire Department) and the employee will be eligible for Temporary Total Disability (TTD) benefits provided by Worker's Compensation Insurance. During this period, the employee will be responsible for paying the City for his/her normal deductions for the benefit program. The employee also has the option of using any accumulated General Leave or Emergency Leave.

After the 26 work weeks of "Leave without Pay" (1040 hours for 40 hour per week employees and 1456 for Fire Department), if the employee is still not able to return to normal job duties, the Personnel Department will begin processing a Disability Retirement, if applicable, for the injured employee. The employee will be removed from the City's payroll on a disability basis.

If the injury is such that an impairment rating and subsequent monetary settlement is awarded, the awarded amount will be reduced by the amount the City has subsidized the TTD benefits from the Worker's Compensation Insurance program.

#### MODIFIED/LIGHT DUTY

If the injured employee is not able to perform the normal job duties but can perform tasks associated with a lower position in the classification plan, whether in the employee's designated department or other City department, a modified work plan will be required by the City. This modified or "light duty" plan shall compensate the employee at the normal rate of pay for a three (3) month period, beyond which the employee's salary shall be reduced at least ten percent (10%) or to the maximum of the pay grade associated with the light duty work. All Department Directors will assess work to be completed within their respective areas and provide "modified/light duty" assignments to the Personnel Department on an as needed basis. The injured employee must contact the Personnel Department on a designated day each week to determine if accommodation for modified/light duty can be made. Safety training needs of the injured employee can also be considered an assignment. The Personnel Department can provide training materials for this purpose.

Section 5. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 13, "Conduct of Employees," Section 13.3, titled "Employee Political Activity," is hereby amended by creating a new Subsection 13.3.e, which subsection shall read as follows:

#### 13.3 EMPLOYEE POLITICAL ACTIVITY

- e. Active City employees may not serve on a City Council appointed board, commission or committee unless they are serving as staff representatives without voting privileges.

Section 6. 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

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Thomas L. Beehan, Mayor

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Diana R. Stanley, City Clerk

First Reading: 05/07/2012

Publication Date: 05/14/2012

Second Reading: 06/11/2012

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**ELECTIONS**

**&**

**APPOINTMENTS**

**ANNOUNCEMENTS**

**SCHEDULING**

**CITY CLERK MEMORANDUM**

**12-29**

**DATE:** June 6, 2012

**TO:** Honorable Mayor and Members of City Council

**FROM:** Diana R. Stanley, City Clerk

**SUBJECT:** BOARDS AND COMMISSIONS VACANCY ELECTION

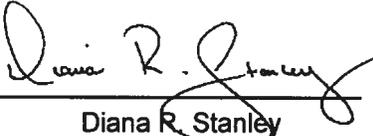
For the June 11, 2012 City Council meeting, City Council will be filling three (3) vacancies on three (3) different city boards: Environmental Quality Advisory Board (EQAB), Oak Ridge Convention and Visitors Bureau (CVB), and the Traffic Safety Advisory Board (TSAB), High School Representative.

During the recruitment process, the City Clerk received exactly *one* (1) applicant for each of the above mentioned boards.

The City Clerk recommends that each of the applicants be elected by acclamation to the following boards and terms:

1. Dr. Sylvia Milanez to the EQAB for the balance of an unexpired term ending on December 31, 2014.
2. Mr. Hugh B. Ward, Jr. to the CVB for the balance of an unexpired term ending on December 31, 2012.
3. Mr. Zachary Criswell (rising Junior) to the TSAB for a one year term of office ending on May 31, 2013.

The Traffic Safety Advisory Board currently has one vacancy for a balance of an unexpired term ending on December 31, 2013. The City Clerk will continue recruitment efforts for that position and will provide City Council with an update on the progress in the coming weeks.

  
Diana R. Stanley

Attachments

# Environmental Quality Advisory Board

NumVacancies 1  
 Total # of Members 12

Term of Office  
 Balance of an unexpired term ending on December 31, 2014

## Qualifications

The only qualification for the boards is Oak Ridge residency.

## Applicants

Environmental Quality Advisory Board	Submitted	Preference
Dr. Sylvia Milanez	5/29/2012	1

## Current Members

Environmental Quality Advisory Board		Term Expires
Mr. Chuck Agle	Planning Commission Representative	2014
Ms. Leslie E. Agron		2012
Mr. Frances Alston		2014
Patricia M. Fain		2013
Mr. Elijah Fetzer		2013
James Groton	Chair	2012
Mr. Robert G Kennedy III, PE	Vice Chair	2014
Mr. Stephen Todd Kenworthy		2013
Mrs. Patricia Imperato		2014
Austin Morgan	ORHS Representative	2012
Ms. Stephanie Paul		2014
Mr. James G. Placke Jr.		2013

# City of Oak Ridge Board Application

BoardName: Environmental Quality Advisory Board

2012

Application Submitted

Applicant: Milanez, Sylvia

Choice

1

5/29/2012 15:20

108 Winchester Circle

HomePhone

865-482-1771

Email

MobilePhone

sylviamilanez@yahoo.com

Oak Ridge

TN

OfficePhone

Retired?

N

Current Position / Title

Toxicologist

Current Employer

Company / Organization Retired From

Do you currently serve on any other City board, commission or committee?

NONE

Education, Professional and or Community Activity

Education: B.S. in Biology, M.S. in Biochemistry, and PhD in Biochemistry/Molecular Biology

Professional: Employed since 1991 at Oak Ridge National Laboratory (ORNL), during which time I became trained in the field of Toxicology, and became certified by the American Board of Toxicology. I have served for 6 years as ORNL's representative to the Oak Ridge Site-Wide Institutional Review Board for human studies, which is tasked with ensuring that humans are protected when they are subjects in research,

Activities: While my children were in the Oak Ridge schools, I volunteered in the PTA at Linden and Robertsville schools; the ORHS girls volleyball team, the tennis team, and the swim team; ORHS graduation celebration, and the CISV (Children's International Summer Village, Smoky Mountain Chapter), I have volunteered for various church activities, Since I moved to Oak Ridge in 1983, I have consistently participated in various exercise classes, including at the Oak Ridge YWCA, the OR Children's Museum, OR Grace Lutheran Church, OR Civic Center, and most recently, I take yoga classes at the OR Rush. For the past 8 years I have participated in the Oak Ridge City Volleyball leagues,

Explain why you are interested in being appointed to this board, commission or committee

I am interested in being on the Health and Educational Facilities Board because education has been a large part of my life, as well as of my husband and children, and I want to help ensure that the opportunity for education in Oak Ridge is preserved for children, adults, and retirees, Promoting health facilities and staying healthy is key to the "health" of a community, and I strongly believe that Oak Ridge residents should have convenient access to quality medical care,

Describe any special knowledge or past experience qualifying you for this appointment?

My "special" knowledge of education comes from having lots of it (BS, MS, and PhD), as well as taking various non-credit courses afterwards. I have a good understanding of health issues, through my education (which included medical-related courses), and my job experience as at ORNL as a toxicologist.

Notes

## **SYLVIA MILANEZ, Ph.D., D.A.B.T.**

**Oak Ridge National Laboratory  
Environmental Sciences Division  
Toxicology and Hazard Assessment Group  
865-576-2964; milanezs@ornl.gov**

### **Education and Training:**

1997- Present Re-certified and Certified as Diplomat, American Board of Toxicology  
1991 Ph.D., Biomedical Sciences (Biochemistry), Univ. of Tennessee, Knoxville  
1985 M.S., Biochemistry, University of Illinois, Urbana, Illinois  
1980 B.S., Biology, Loyola University, Chicago, Illinois

### **Professional Experience:**

**9/1991 B 12/1996:** Toxicologist Research Associate, Midwest Technical Institute, Oak Ridge, TN. Primary responsibilities were analysis of mammalian and genetic toxicology studies and preparation of toxicological and carcinogenicity evaluations for the U.S. EPA.

**12/1996 B Present:** Senior Staff, Toxicology and Hazard Assessment Group, ORNL Environmental Sciences Division. Responsibilities have included:

- Developing Provisional Advisory Levels (PALs) for hazardous chemicals for the National Homeland Security Research Center, Office of Research and Development, US EPA, Cincinnati, OH. PAL values are developed for hazardous materials that represent general public emergency exposure limits for oral and inhalation exposures for three severity levels (mild effects; serious, irreversible or escape-impairing effects; and, lethal effects) for 24-hour, 30-day, 90-day, and 2-year durations.
- Developing short-term (10 minutes to 8 hours) exposure guidelines (AEGs) for acutely toxic, high-priority chemicals, and presenting these to the National Advisory Committee on AEGs (Washington D.C., other locations) and to the National Research Council (NRC) Committee on Toxicology. Five of my reports have been published thus far.
- Assessing the health hazard of Caffeine for the U.S. Food and Drug Administration (FDA), including developing a Microsoft Access database for all relevant published articles. A final document >350 pages long is currently in preparation.
- Assessing the genetic and mammalian toxicity of pesticides, including their short-term and long-term toxicity, carcinogenicity, and metabolism, and potential to cause endocrine disruption, for the U.S. EPA and U.S. FDA.
- EPA Product Chemistry and Residue Chemistry Evaluations of pesticides, and their levels and potential metabolites on crops.
- Assessing the toxicological risk of flame-retardant chemicals for the Subcommittee on Flame-retardant Chemicals, Committee on Toxicology, NRC.

**Professional Activities and Honors:**

Society of Toxicology, Full Member (1999 – present)  
Environmental Mutagen Society, Member (1992 – 1998)  
Recipient of Appreciation Award from the U.S. EPA for Outstanding Contributions to the Acute Exposure Guideline Levels Program. Washington, D.C., January 8, 2001.  
Member of selection committee for Environmental Sciences Division Post-Doc of the Year Award (2007; 2009).  
Advisory Board, *Journal of Applied Toxicology* (2011- present) (Saura Sahu, Ed.); Reviewer (2006 – present).  
ORNL Committee for Women (2003 – 2006) representative for the former Life Sciences Division, and served as a general member, Vice-Chair, and Chair of the committee.  
ORNL Representative to Oak Ridge Site-Wide Institutional Review Board (11/2005 – present): ensuring adequate protection of human subjects used for research.

**Continuing Education Courses (last 10 years):**

2011 Society of Toxicology (SOT) Annual Meeting: Epigenetics in Toxicology: Introduction, Mechanistic Understanding, and Applications in Safety Assessment; Evaluating Toxicity of Engineered nanomaterials: Issues with Conventional Toxicology Approaches  
2010 Toxicology and Risk Assessment Conference, Cincinnati, OH. Computational Toxicology; Dermal Toxicity Risk Assessment; Toxicity and Risk Assessment of Bio-Based Alternative Fuels; Cumulative Risk Assessment  
2009 SOT: Annual Meeting: Current Approaches in Mixture Risk Assessment; Free Radicals for Toxicologists  
2008 SOT: Introduction to Pathology for Toxicologists and Study Directors; Nanotoxicology: The Science of Developing a Safe Technology  
2007 SOT: Toxicology and Molecular Biology of Tissue repair; Protein Therapeutics: Assessment and Impact of Immunogenicity on Study Design and Interpretation.  
2006 SOT: Use of Genome Databases for Toxicology; predictive Power of Novel Technologies (Cells to ‘Omics’): Promises, Pitfalls, and Potential Applications; Neuropathology for the Toxicologist.  
2005 SOT: Clinical Pathology B The Granddaddy of Biomarkers; Development and Interpretation of Toxicokinetic Data for Risk and Safety  
2004 SOT: The Safety Assessment of Proteins: Applications to Agricultural Biotechnology; Adrenal Gland: Mechanisms of Toxicity and Carcinogenesis.  
2003 SOT: Medicinal Herbals and Dietary Supplements; Genomic and Proteomic Array Formats on the Cutting-Edge.  
2002 SOT: Use of Laser Capture Microdissection (LCM) in Molecular Toxicology research; Alterations in Gene Expression as a Mechanism of Toxicant Action; Current Approaches for Validation and Regulatory Acceptance of Novel Test Methods

**Selected Publications:**

2011 Milanez, S., McConnell, E., Koller, L., Adeshina, F. Provisional Advisory Levels for Thallium Sulfate. Society of Toxicology 2011 Conference Abstract # 2922.  
2008 Milanez, S. Crotonaldehyde. In: *Acute Exposure Guideline Levels for Selected Airborne*

- Chemicals*, National Research Council, Washington, D.C.
- Milanez, S. Allylamine. In: *Acute Exposure Guideline Levels for Selected Airborne Chemicals*, National Research Council, Washington, D.C.
- 2007 Milanez, S. Cyclohexylamine. In: *Acute Exposure Guideline Levels for Selected Airborne Chemicals*, pp. 92-144. National Research Council, Washington, D.C.
- Milanez, S. Ethylenediamine. In: *Acute Exposure Guideline Levels for Selected Airborne Chemicals*, pp. 145-192. National Research Council, Washington, D.C.
- Milanez, S. Tetranitromethane. In: *Acute Exposure Guideline Levels for Selected Airborne Chemicals*, pp. 228-274. National Research Council, Washington, D.C.
- 2006 Milanez, S. and K. Blackman. Acute Exposure Guideline Levels (AEGLs) for tetranitromethane (TNM). *The Toxicologist* 90 (1-S), 332.
- 2004 Milanez, S., Koller, L., McClanahan, et al. Acute Exposure Guideline Levels (AEGLs) for Three Aliphatic Amines: Allylamine (AA), Cyclohexylamine (CYC), and Ethylenediamine (EDA). *The Toxicologist* 78 (1-S): 148.
- 2001 Milanez, S., Gardner, D. E., and Bakshi, K. Potential Use of Tetrakis(hydroxymethyl) Phosphonium Chloride as a Flame Retardant in Upholstered Furniture Fabrics. *The Toxicologist* 60: 438.
- 2000 Long, T.L., Borges, H.T., Bast, C.B., Davidson, K.A., Forsyth, C.S., Milanez, S., Troxel, C.M., Young, R.A., and Talmage, S.S. Estimation of Acute Inhalation Threshold Concentrations for Human Exposure from Limited Animal Data. *The Toxicologist* 54: 182.
- 1999 Davidson, K.A., Talmage, S.S., Bast, C.B., Forsyth, C.S., Milanez, S., Troxel, C.M., and Young, R.A. 1999. The Concentration-Exposure Duration Relationship for Inhaled Toxicants. *The Toxicologist*, 48 (1-S): 80.
- 1997 Young, R, C. Bast, K. Davidson, C. Forsyth, S. Milanez, J. Norris, S. Talmage, C. Troxel, and P-Y Lu. Documentation and Derivation of Acute Exposure Guideline Levels. 214th American Chemical Society National Meeting, Las Vegas, Nevada, USA, September 7-11, 1997. American Chemical Society; 214 (1-2).
- 1996 Milanez, S. and J.S. Wassom. Introducing Mutation Research Genomics: A New Generation of Mutation Research Studies Applying Genome Technology. *Environ. Mol. Mutagen.* 27 (Suppl. 27): 48.
- 1994 Schneider, K.S., E. Owens, C. Cochran, J. Goldberg, S. Milanez, and J.S. Wassom. The Transgenic and Targeted Mutant Animal Database. *Biotech Knowledge Sources* 7:3.

- 1991 Milanez, S., R.J. Mural, and F.C. Hartman. Roles of Cysteiny Residues of Phosphoribulokinase as Examined by Site-directed Mutagenesis. *J. Biol. Chem* 266: 10694-10699.
- Milanez, S., R.J. Mural, and F.C. Hartman. Examination of the Roles of the Cysteiny Residues of Spinach Phosphoribulokinase by Site-directed Mutagenesis. *FASEB J.* 5:A826.
- Milanez, S. and R.J. Mural. Expression of Spinach Phosphoribulokinase in *Escherichia coli*. *FASEB J.* 4:A1761.
- 1989 Milanez, S. and R.J. Mural. Cell-free Translation of Plant MRNA in Rabbit Reticulocyte Lysate. *Promega Notes* (newsletter) 19:3.
- Milanez, S. and R. J. Mural. Sequence of the Gene for Phosphoribulokinase (PRK) from Spinach. *J. Cell Biochem.* Supplement 12C:213.
- 1988 Milanez, S. and R.J. Mural. Cloning and Sequencing of CDNA Encoding the Mature Form of Phosphoribulokinase from Spinach. *Gene* 66:55-63.
- 1987 Hartman, F.C., S. Milanez, and E.H. Lee. Use of Trinitrobenzene Sulfonate to Determine the pKa Values of Two Active-site Lysines of Ribulosebisphosphate Carboxylase/oxygenase. In: *Proteins, Structure and Function*. pp. 553-568. J.J. L'Italien, Ed., Plenum Press, NY.
- Hartman, F.C., R.S. Foote, F.W. Larimer, E.H. Lee, R. Machanoff, S. Milanez, S. Mitra, R.J. Mural, S. Niyogi, H.B. Smith, T.S. Soper, and C.D. Stringer. Function of Active-site Residues of Ribulose Bisphosphate Carboxylase/oxygenase. In: *Plant Molecular Biology, Proc. NATO Advanced Study Inst., Copenhagen, June 10-20, 1987*, pp. 9-20. D. von Wettstein, Ham-Hai Chua, Eds., Plenum Press, NY.
- 1986 Hartman, F.C., C.D. Stringer, S. Milanez, and E.H. Lee. The Active Site of Rubisco. *Phil. Trans. R. Soc. Lond.* B 313:379-395.
- Porter, M.A., S. Milanez, C.D. Stringer, and F.C. Hartman. Purification and Characterization of Ribulose-5-phosphate Kinase from Spinach. *Arch. Biochem. Biophys.* 245:14-23.
- 1985 Hartman, F.C., S. Milanez, and E.H. Lee. Ionization Constants of Two Active-site Lysyl  $\epsilon$ -amino Groups of Ribulosebisphosphate Carboxylase/oxygenase. *J. Biol. Chem.* 260:13968-13975.
- 1983 Kang, S.S., P.W. Wong, A. Bidani, and S. Milanez. Plasma Protein-bound Homocyst(e)ine in Patients Requiring Chronic Haemodialysis. *Clin. Sci.* 65:335-6.

**Selected Unpublished Documents and Draft Reports:**

- 2010 Milanez, S. *Provisional Advisory Levels (PALs) for Thallium Sulfate*. Expert Consultation Panel for Provisional Advisory Levels, April 2010. National Homeland Security Research Center, Office of Research and Development, US EPA.
- Milanez, S. *Health Hazard Evaluation of Caffeine – Preliminary Report* (January , 2010). Office of Nutrition, Labeling and Dietary Supplements and Office of Food Additive Safety, U.S. FDA.
- Milanez, S. *Technical Data Evaluation Report – Acticide M 50*. Study Type: In Vitro Chromosome Aberration Test. Prepared for Center for Food Safety and Applied Nutrition, Office of Food Additive Safety, U.S. FDA.
- 2009 Milanez, S. *Provisional Advisory Levels (PALs) for Methylamine*. Expert Consultation Panel for Provisional Advisory Levels, October 2009. National Homeland Security Research Center, Office of Research and Development, US EPA.
- Milanez, S. *Provisional Advisory Levels (PALs) for Dimethylamine*. Expert Consultation Panel for Provisional Advisory Levels, October 2009. National Homeland Security Research Center, Office of Research and Development, US EPA.
- Milanez, S. *Data Evaluation Record – Acetic Acid and Citric Acid (SummerSet AllDown Herbicide)*. Study Types: Product Chemistry, Human Toxicity, and Non-Target Toxicology. Prepared for Biopesticides and Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA.
- 2008 Milanez, S. *Provisional Advisory Levels (PALs) for Cyanide*. Expert Consultation Panel for Provisional Advisory Levels, April 2008. National Homeland Security Research Center, Office of Research and Development, US EPA.
- Milanez, S. *Technical Data Evaluation Report – Di(2-Ethylhexyl)Phthalate (DEHP)*. Study Type: Combined Chronic Toxicity/Carcinogenicity – Rats. Prepared for Center for Food Safety and Applied Nutrition, Office of Food Additive Safety, U.S. FDA.
- Milanez, S. *Data Evaluation Record – AF-600 (1-Methylcyclopropene; 1-MCP)*. Study Type: Assessment of Exposure and Health Risks for Workers and Bystanders from Aerial Application (Non-Guideline). Prepared for Biopesticides and Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA.
- 2007 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Pentaborane*. National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Chlorosulfonic Acid*. National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Data Evaluation Record – 1-Methylcyclopropene (AFxRD-038)*. Study Type: Toxicology Summary and Risk Assessment for the Worker, Bystander, and

- Consumer (Non-Guideline). Prepared for Biopesticides and Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA.
- 2006 Milanez, S., and L.P. Tochilkina. *Acute Exposure Guideline Levels (AEGLs) for Methylamine*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S., and A.A. Maslennikov. *Acute Exposure Guideline Levels (AEGLs) for Dimethylamine*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Technical Data Evaluation Report – Mono(2-Acryloxyethyl) Succinate [MAES]*. Study Type: Mammalian Erythrocyte Micronucleus Test. Center for Food Safety and Applied Nutrition, Office of Food Additive Safety, U.S. FDA.
- 2005 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Bis-Chloromethyl Ether*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Data Evaluation Report, Dichlormid*, Study Type: Confined Accumulation in Rotational Crops, MRID 46353808, Registration Division, Office of Pesticide Programs, U.S. EPA.
- Milanez, S. *Data Evaluation Record, Fluopicolide/ PC Code 027412 [OPPTS ' 870.4200b]*. Study Type: Carcinogenicity B Mouse. MRID 46474130. Health Effects Division, Office of Pesticide Programs, U.S. EPA.
- 2004 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Cumene*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Chloroacetyl Chloride and Dichloroacetyl Chloride*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.
- Milanez, S. *Data Evaluation Report, Dichlormid*, Study Type: Metabolism – Animal (Goat), MRID 46015802, Registration Division, Office of Pesticide Programs, U.S. EPA.
- Milanez, S. *Data Evaluation Report, Thymol (Apiguard)*, Study Type: Magnitude of Residues in Honey and Beeswax (OPPTS 860.1500), MRID 46254301, Biopesticides and Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA.
- 2003 Milanez, S. *Weight of Evidence for Endocrine Disruption of Clodinafop-propargyl*, Office of Pesticide Programs, Health Effects Division, U.S. EPA.
- Milanez, S. *Weight of Evidence for Endocrine Disruption of Endosulfan*, Office of Pesticide Programs, Health Effects Division, U.S. EPA.
- Milanez, S. *Data Evaluation Report, Mycogen Brand Cry1F(synpro)/Cry1Ac(synpro) Construct 281/3006 Cotton (Bacillus thuringiensis Cry1F)*. Study Type: DNA Cloning and Characterization, Product Identity (885.1100), MRID 45818601, Biopesticides and

Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA.

- 2002 Milanez, S. *Data Evaluation Report, Bas510F*, Study Type: Carcinogenicity Feeding Study – Mouse, MRID 45404901, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Data Evaluation Report, Diflubenzuron*, Study Type: Subchronic Inhalation Toxicity, MRID 44950601 Health Effects Division, OPP, U.S. EPA.

Milanez, S. *Data Evaluation Report, BAS 510 F*, Study Type: Chronic Toxicity Dietary Study - Rat, MRID 45404827, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

- 2001 Milanez, S. *Data Evaluation Report, BAS 510 F*, Study Type: Chronic Toxicity Dietary - Rat, MRID 45404827, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Data Evaluation Report, BAS 510 F*, Study Type: Carcinogenicity Feeding - Rat, MRID 45404828, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Residue Chemistry Review, Trifloxystrobin*, MRIDs 45080800, 45080806, 45080808-11, 45126200, 45269400, 45269401-2, and 45276400-1, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

- 2000 Milanez, S. *Data Evaluation Report, Etofenprox*, Study Type: Repeated Dose Dermal-Rabbit, MRID 45186501, Health Effects Division, Office of Pesticide Programs, U.S. EPA, Arlington, VA.

Milanez, S. *Residue Chemistry Review, zeta-Cypermethrin*, MRIDs 44876202-14, 44876216, 44956202, 44956203, 44343201-04, and 44835601, Health Effects Division, Office Of Pesticide Programs, U.S. EPA.

Technical support to prepare report *Toxicological Risks of Selected Flame-retardant Chemicals* for the Subcommittee on Flame-retardant Chemicals, Committee on Toxicology, National Research Council. National Academy Press, Washington, DC.

- 1999 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Ethylenediamine*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.

Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Teranitromethane*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.

Milanez, S. and D.L. Fefee, *Data Evaluation Report, Epoxiconazole*, Study Type: Enzyme Induction Study, MRIDs 44401606 and 44335021, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

- 1998 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Chloromethyl Methyl Ether*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.

Milanez, S. *Data Evaluation Report, Ethoxyquin*, Study Type: 28-Day Oral Toxicity (Gavage), MRID44222501, Health Effects Division, OPP, U.S. EPA.

Milanez, S. *Data Evaluation Report, Phenmedipham*, Study Type: Chronic Oral Toxicity Feeding, MRID 00028650, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

1997 Milanez, S. *Acute Exposure Guideline Levels (AEGLs) for Allylamine*, National Advisory Committee on Acute Exposure Guideline Levels, Washington, D.C.

Milanez, S. *Data Evaluation Report, XEN TARI AS*, Study Type: Storage Stability and Corrosion Characteristics, MRID 44336101, Biopesticides and Pollution Prevention Division, Office of Pesticide Programs, U.S. EPA, Arlington, VA.

Milanez, S. *Data Evaluation Report for Ethoxyquin*, MRID 44222501, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

1996 Milanez, S. *Toxic Release Inventory chemical Fact Sheet and Support Document for Resorcinol Diglycidyl Ether* (CAS No. 101-90-6).

Milanez, S. *Design for the Environment Chemical Summary for Tartaric Acid* (CAS No. 87-69-4).

Milanez, S. *Data Evaluation Report for Azoxystrobin*, MRID 43678136 and 43678140 Health Effects Division, Office of Pesticide Programs, U.S. EPA.

1995 Milanez, S. *Data Evaluation Report for MK-239*, MRID 43309313, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Data Evaluation Report for RPA-90946*, MRID 43368440-01 Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Data Evaluation Report for Bensulide*, MRID 43273901, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

1994 Milanez, S. *Data Evaluation Report for Methyl Nonyl Ketone*, MRID 417744-01, 41740001, and 41783101, Health Effects Division, Office of Pesticide Programs, U.S. EPA.

Milanez, S. *Evaluation of the Potential Carcinogenicity of P-phenylenediamine in Support of Reportable Quantity Adjustments pursuant to CERCLA Section 102.*

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End of Application for

Milanez, Sylvia

For Board:

Environmental Quality Advisory Board

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# Convention and Visitors Bureau

NumVacancies 1  
 Total # of Members 10

Term of Office  
 Balance of an unexpired term ending on December 31,  
 2012

## Qualifications

The only qualification for the boards is Oak Ridge residency.

## Applicants

Convention and Visitors Bureau	Submitted	Preference
Mr. Hugh B. Ward Jr.	5/30/2012	

## Current Members

Convention and Visitors Bureau		Term Expires
Kelly L. Ayers		2012
Ms. Trina Baughn		2012
Mr. Frank P. Chmielewicz		2014
Mary Anne Damos		2012
J. Mark Harvey		2012
Gretchen A. Julius	Hotel/Motel Member	2012
Mrs. Patti Shelton	Vice Chair	2014
Mrs. Carol Smallridge	Chair	2014
Ashley Walden-Richards		2012
Misty Williams		2012
Mr. Adrian Zarczynski		2013

# City of Oak Ridge Board Application

BoardName: Convention and Visitors Bureau

2012

Application Submitted

Applicant: Ward, Hugh

Choice

5/30/2012 17:18

27 Montclair Road

HomePhone

(865) 482-7303

Email

MobilePhone

hward@bsmlaw.com

Oak Ridge

TN

OfficePhone

Retired?

N

Current Position / Title

Attorney

Current Employer

Bernstein, Stair, McAdams, LLP

Company / Organization Retired From

Do you currently serve on any other City board, commission or committee?

Board of Building and Housing Code Appeals

Education, Professional and or Community Activity

See Attached Resume

East Tennessee Economic Council (ETEC)

Oak Ridge Chamber of Commerce

St Mary's Catholic Church, Oak Ridge, Finance Board

Explain why you are interested in being appointed to this board, commission or committee

To promote and support economic development in Oak Ridge and East Tennessee

Describe any special knowledge or past experience qualifying you for this appointment?

Legal experience, organization skills, public relations

Notes

**Hugh B. Ward, Jr.  
27 Montclair Road  
Oak Ridge, TN 37830**

Home Telephone 865/482-7303  
Office Telephone 865/546-8030  
e-mail: hward@bsmlaw.com

### **Current Position**

**Bernstein, Stair & McAdams LLP**  
Knoxville, Tennessee

**January, 2010 to present**

Advise clients in the practice of commercial and business related litigation, general civil litigation, corporate bankruptcies and bankruptcy litigation.

### **Prior Legal Experience**

**United States Department of Justice, Assistant United States Attorney**, Knoxville, Tennessee (1992-2009). – Federal Prosecutor. Involved in all phases of investigations and prosecutions of violations of federal laws, including national security issues, white collar crimes, criminal organizations and firearms. Held a Top Secret security clearance. **Kramer, Rayson, Leake, Rodgers & Morgan**, Knoxville, Tennessee (1991-1992) – Represented clients in the state and federal courts and government agencies on a variety of matters involving commercial law, bankruptcy, contracts, real estate, other civil actions, environmental statutes and regulations and government relations. **U.S. Department of Justice Executive Office for United States Trustees**, Washington, D.C. (1990-1992) – Representative for the United States in administration of federal Bankruptcy Law in U.S. Bankruptcy Courts and Courts of Appeals. **Myerson & Kuhn**, New York (1989) – Commercial litigation practice, marketing relations. **Hotel Association of New York City** (1988-1989) – Coordinated in-house legal affairs and outside counsel for the hotel industry in New York City; represented the association in commercial and governmental forums; administered a political action committee.

### **Other Professional Experience**

**Bush-Cheney Transition** (2000-2001) – Member U.S. Department of Justice Transition Advisory committee. **Roane State Community College** (1998) – Adjunct professor Police Science. **United States Consumer Product Safety Commission** (1985-1988) – Special Assistant to the Chairman; Congressional relations; legal assistance on regulatory matters; program development and liaison with the business community. **Reagan-Bush Campaign** (1984) – Assistant Director for Voter Groups: Devised and implemented a national voter outreach strategy for certain voter groups for the reelection campaign of President Reagan. **United States House of Representatives House Administration Committee** (1975-1978) – Legislative Specialist; Researched and drafted legislative analysis for members of Congress and their staffs and federal agencies.

### **Education**

**George Mason University School of Law**, Arlington, Virginia, Juris Doctor, 1987. **The American University**, Washington, D.C. and **L'Universite de Franche-Comte**, Besancon,

France, Master of Arts, International Affairs, Economics. 1980. **Shippensburg University**, Shippensburg, Pennsylvania, Bachelor of Arts, 1975.

### **Professional Membership**

Admitted to practice in the state courts of Tennessee, and the District of Columbia.

Admitted to practice in United States District Courts in Tennessee and Pennsylvania.

Admitted to practice in the United States Court of Appeals for the Fourth and Sixth Circuits.

Member: Federalist Society

Member: Oak Ridge, Tennessee Chamber of Commerce

Member: Oak Ridge, Tennessee Breakfast Rotary Club

### **Awards**

Special Achievement Award, United States Department of Justice for Sustained Superior Performance

Organized Crime Drug Enforcement Task Force (OCDETF) – Outstanding Case of 2000 and 2009.

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End of Application for

Ward, Hugh

For Board:

Convention and Visitors Bureau

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# Traffic Safety Advisory Board

NumVacancies 1  
Total # of Members 10

Term of Office  
1 year term of office beginning June 1, 2012

## Qualifications

The only special qualifications are Oak Ridge residency and current student status at Oak Ridge High School.

## Applicants

Traffic Safety Advisory Board	Submitted	Preference
Mr. Zachary Criswell	5/24/2012	1

## Current Members

Traffic Safety Advisory Board	Term Expires
Mr. Mark Crider	2012
Mr. William A Davis	Chair 2014
Mr. Jason Elliott	2014
Ms. Jana F. Humphrey	2012
Thomas M. Jelinek	2013
Ms. Sharon Kohler	2013
Harry Livesey	2012
Mr. Ben Redmond	2013
Ms. Jane Shelton	Planning Commission Represtentative 2013
Mr. William P. Smith	2012
Mr. Phil Wallace	Vice Chair 2013

# City of Oak Ridge Board Application

BoardName: Traffic Safety Advisory Board

2012

Application Submitted

Applicant: Criswell, Zachary

Choice

1

5/24/2012 14:22

109 Olney Ln

HomePhone

(831) 206-8438

Email

MobilePhone

(831) 809-6309

criswzac@gmail.com

Oak Ridge

TN

OfficePhone

Retired?

Current Position / Title

Student

Current Employer

Oak Ridge High School

Company / Organization Retired From

Do you currently serve on any other City board, commission or committee?

No

Education, Professional and or Community Activity

I am currently a student enrolled at Oak Ridge High School. I do work for the school, and Steve Cinnamon, filming school and city events, such as City Council meetings and School Board meetings. These recordings are later replayed on the local news channel.

Explain why you are interested in being appointed to this board, commission or committee

I would like to be appointed to a position on the Traffic Safety Advisory Board because, as a student, I have had first hand experience dealing with some of the traffic issues in this city. I am a current new driver to this city's roads and I have interacted with other drivers, especially the youth drivers. I have ideas that can help keep all drivers of this city safe from beginners to experienced drivers. My father is a recently appointed Detective in this city and my uncle is a K-9 officer here as well. I have been on ride alongs with my father and have seen how drivers in this city react to certain situations. I believe that I bring a different perspective to this board and would like the opportunity to assist with working out some of the traffic issues this city faces.

Describe any special knowledge or past experience qualifying you for this appointment?

I was a member of the Robertsville Middle School Youthact club. We were a breakfast rotary club that met Tuesday mornings once a month.

Notes

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End of Application for

Criswell, Zachary

For Board:

Traffic Safety Advisory Board

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**CITY COUNCIL MEMORANDUM  
12-20**

DATE: June 4, 2012  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: CONFIRMATION OF NOMINATION BY ORUD  
BOARD OF COMMISSIONERS

The attached communication from the Oak Ridge Utility District (ORUD) Board of Commissioners nominates Nancy B. Stanley to succeed herself as a Commissioner of the Utility District and petitions City Council to confirm her nomination. I met with the ORUD Board of Commissioners on May 30, 2012 and join with them in recommending the reappointment of Ms. Stanley to fill the five-year term beginning July 1, 2012 and ending June 30, 2017.

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

Attachment

**TO THE HONORABLE MAYOR AND CITY COUNCIL  
OF THE CITY OF OAK RIDGE, TENNESSEE**

1. That, pursuant to Chapter 503 of the Private Acts of 1951 for the State of Tennessee, there was created a municipal corporation designated as "Oak Ridge Utility District,"
2. That, Section 3 of said Chapter 503, as amended, provides for a Board of Commissioners to be appointed to administer and operate said District and pursuant to the provisions of said Section 3, a Board of Commissioners has been duly nominated, appointed and confirmed by proper nominations and petitions for appointments by the Board of Commissioners of Oak Ridge Utility District and the City Manager of the City of Oak Ridge, and said nominations having been approved and confirmed by the City Council of the City of Oak Ridge, as follows:
  - a. On July 1, 2007, Nancy B. Stanley was duly nominated and appointed for a five-year term expiring June 30, 2012.
  - b. On July 1, 2008, James W. Charles, III was duly nominated and appointed for a five-year term expiring June 30, 2013.
  - c. On July 1, 2009, the term of Alan L. Liby expired, and he was duly nominated and re-appointed to a five-year term expiring June 30, 2014.
  - d. On July 1, 2010, Dr. Thomas L. Clary, III, was duly nominated and re-appointed to a five-year term expiring June 30, 2015.
  - e. On July 1, 2011, the term of James E. Rushton expired, and he was duly nominated and re-appointed to a five-year term expiring June 30, 2016.
3. That, on June 30, 2012, the term of Commissioner Nancy B. Stanley expires, thereby creating a vacancy in the membership of the Board of Commissioners of Oak Ridge Utility District.
4. That Section 3 of said Chapter 503 provides that whenever a vacancy occurs on the Board of Commissioners for Oak Ridge Utility District, a successor shall be nominated by a majority vote of the remaining members of the Board of Commissioners and the City Manager for the City of Oak Ridge, then the name of the person so nominated shall be submitted to the City Council of Oak Ridge, Tennessee, for approval and confirmation and within twenty days from the submission of such name to such City Council, the Council shall act upon the nomination and advise the District thereof.

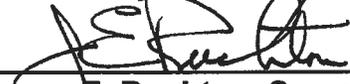
5. That Nancy B. Stanley, of Oak Ridge, Tennessee, has been duly nominated to fill the vacancy created by the expiration of her current term, beginning July 1, 2012 and expiring on June 30, 2017, such nomination being made by a majority vote of the remaining members of the Board of Commissioners of Oak Ridge Utility District and the City Manager of Oak Ridge, Tennessee, as evidenced by the Resolution attached hereto.

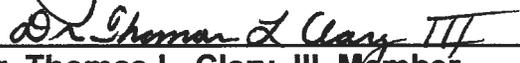
**Wherefore**, the undersigned Petitioners pray that Oak Ridge City Council confirm the nomination of Nancy B. Stanley as Commissioner of the Oak Ridge Utility District to serve a five-year term beginning July 1, 2012 and ending June 30, 2017, as authorized by Chapter 503 of the 1951 Private Acts of the State of Tennessee.

RESPECTFULLY SUBMITTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012,

**BOARD OF COMMISSIONERS OF OAK RIDGE  
UTILITY DISTRICT:**

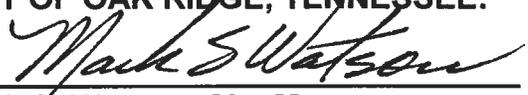
  
\_\_\_\_\_  
Alan L. Liby, Chairman

  
\_\_\_\_\_  
James E. Rushton, Secretary

  
\_\_\_\_\_  
Dr. Thomas L. Clary, III, Member

  
\_\_\_\_\_  
James W. Charles, III, Member

**CITY OF OAK RIDGE, TENNESSEE:**

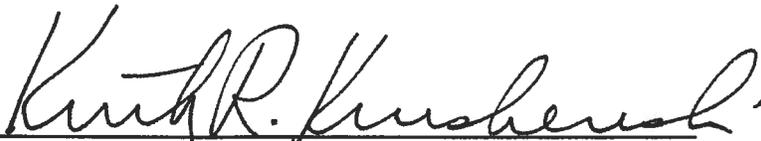
  
\_\_\_\_\_  
Mark S. Watson, City Manager

APPROVED BY OAK RIDGE CITY COUNCIL  
THE \_\_\_\_ DAY of \_\_\_\_\_ 2012,

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM AND LEGALITY:**



**Kenneth R. Krushenski, City of Oak Ridge, Attorney**



**James T. Normand, ORUD General Counsel**

## **RESOLUTION NOMINATING NANCY B. STANLEY TO THE BOARD OF COMMISSIONERS OF OAK RIDGE UTILITY DISTRICT**

**A RESOLUTION** to nominate **Nancy B. Stanley** to be a member of the Board of Commissioners of Oak Ridge Utility District, to fill the vacancy created by the expiration of her current term as a Commissioner of the Oak Ridge Utility District, and to petition the Mayor and City Council of Oak Ridge, Tennessee, to confirm said nomination.

**WHEREAS**, by Chapter 503 of the 1951 Private Acts of Tennessee, there was created a municipal corporation designated as "Oak Ridge Utility District," and

**WHEREAS**, Section 3 of Chapter 503 provides that whenever a vacancy occurs or thirty days prior to the expiration of the term of office of any commissioner, the Chief Executive Officer of the City (the City Manager) shall meet with the Board of Commissioners of the District, exclusive of the commissioner whose term of office is about to expire, and nominate a commissioner by a majority vote, and to submit the name of said nominee to the Oak Ridge City Council for confirmation, and within twenty days from the submission of such name to City Council, the Council shall act upon the nomination and advise the District thereof, and

**WHEREAS**, the current term of office of **Nancy B. Stanley** expires on June 30, 2012, and

**WHEREAS**, the remaining members of the Board of Commissioners and the City Manager unanimously agree that Oak Ridge Utility District will greatly benefit by the continued service of Nancy B. Stanley on the Board, and

**WHEREAS**, **Nancy B. Stanley**, is desirous and willing to serve another term on the Board of Commissioners;

**NOW THEREFORE**, be it resolved by the Board of Commissioners of the Oak Ridge Utility District of Oak Ridge, Tennessee, along with the City Manager of the City of Oak Ridge, Tennessee, that **Nancy B. Stanley** of Oak Ridge, Tennessee, be and hereby is nominated to serve a five-year term on the Board of Commissioners of Oak Ridge Utility District beginning July 1, 2012 and ending June 30, 2017.

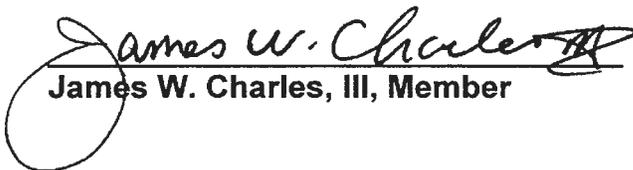
APPROVED THIS 30<sup>th</sup> DAY OF May, 2012,

BOARD OF COMMISSIONERS OF OAK  
RIDGE UTILITY DISTRICT:

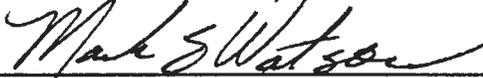
  
\_\_\_\_\_  
Alan L. Liby, Chairman

  
\_\_\_\_\_  
James E. Rushton, Secretary

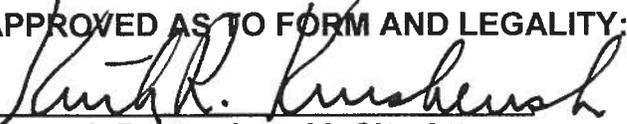
  
\_\_\_\_\_  
Dr. Thomas L. Clary, III, Member

  
\_\_\_\_\_  
James W. Charles, III, Member

CITY OF OAK RIDGE, TENNESSEE:

  
\_\_\_\_\_  
Mark S. Watson, City Manager

APPROVED AS TO FORM AND LEGALITY:

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

  
\_\_\_\_\_  
James T. Normand, ORUD Attorney