

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

July 21, 2014—5:00 p.m.

AGENDA

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. SPECIAL REPORTS

Report from the Traffic Safety Advisory Board (TSAB) to the Oak Ridge City Council on their recommendation to improve the safety of pedestrian crossing on the Oak Ridge Turnpike between the Oak Ridge High School and the Civic Center by way of an on-demand traffic signal with a pedestrian all red phase.

V. RESOLUTIONS

Council will consider one of the following options:

Option 1: A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 (FY 2015) IN AN AMOUNT NOT TO EXCEED \$ \_\_\_\_\_

Option 2: A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 (FY 2015) IN AN AMOUNT NOT TO EXCEED \$275,000.00.

Option 3: A RESOLUTION APPROVING A SHORT-TERM CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE THROUGH SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00, AND DIRECTING THE CITY MANAGER TO DEVELOP A TRANSITION PLAN TO TAKE CVB OPERATIONS IN-HOUSE.

VI. FINAL ADOPTION OF ORDINANCES

AN ORDINANCE TO AMEND ORDINANCE NO. 06-2014, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, BY AMENDING SAID APPROPRIATIONS.

VII. ADJOURNMENT

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

July 21, 2014—5:00 p.m.

AGENDA

- I. INVOCATION
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. SPECIAL REPORTS

Report from the Traffic Safety Advisory Board (TSAB) to the Oak Ridge City Council on their recommendation to improve the safety of pedestrian crossing on the Oak Ridge Turnpike between the Oak Ridge High School and the Civic Center by way of an on-demand traffic signal with a pedestrian all red phase.

- V. RESOLUTIONS

Council will consider one of the following options:

Option 1: A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 20, 2015 (FY 2015) IN AN AMOUNT NOT TO EXCEED \$ \_\_\_\_\_

Option 2: A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 (FY 2015) IN AN AMOUNT NOT TO EXCEED \$275,000.00.

Option 3: A RESOLUTION APPROVING A SHORT-TERM CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE THROUGH SEPTEMBER 30, 201 IN AN AMOUNT NOT TO EXCEED \$75,000.00, AND DIRECTING THE CITY MANAGER TO DEVELOP A TRANSITION PLAN TO TAKE CVB OPERATIONS IN-HOUSE.

- VI. FINAL ADOPTION OF ORDINANCES

AN ORDINANCE TO AMEND ORDINANCE NO. 06-2014, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, BY AMENDING SAID APPROPRIATIONS.

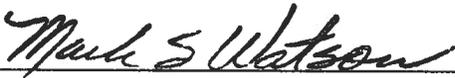
- VII. ADJOURNMENT

ADMINISTRATIVE MEMORANDUM  
14-09

DATE: July 17, 2014  
TO: Diana R. Stanley, City Clerk  
FROM: Mark S. Watson, City Manager  
SUBJECT: SPECIAL CITY COUNCIL MEETING

In accordance with Article II, Section 2, of the Charter of the City of Oak Ridge, Tennessee, a special meeting of the Oak Ridge City Council is hereby called for Monday, July 21, 2014, beginning at 5:00 p.m. in the Municipal Building Courtroom, 200 S. Tulane Avenue, for consideration of the following:

- A special report from the Traffic Safety Advisory Board (TSAB) to the Oak Ridge City Council on their recommendation to improve the safety of pedestrian crossing on the Oak Ridge Turnpike between the Oak Ridge High School and the Civic Center by way of an on-demand traffic signal with a pedestrian all red phase.
- Consideration of a resolution to approve a contract between the City of Oak Ridge and the Oak Ridge Convention and Visitors Bureau for promotion of tourism in Oak Ridge with Council having the option of a one-year contract (July 1, 2014 through June 30, 2015) or a short-term contract.
- Second reading of an ordinance to amend Ordinance No. 06-2014, which ordinance imposes a tax on all property within the City, fixing the rate of the tax, adopting a budget, and adopting appropriations for the Fiscal Year beginning July 1, 2014, by amending said appropriations.

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

# SPECIAL REPORTS

## Stanley, Diana

---

**From:** Byrd, Steve  
**Sent:** Wednesday, July 16, 2014 2:15 PM  
**To:** Stanley, Diana  
**Subject:** FW: TSAB Recommendation - Oak Ridge Turnpike (SR 95) / Oak Ridge High School Access

FYI

---

**From:** Bill Polfus [mailto:polfi1@comcast.net]  
**Sent:** Tuesday, July 15, 2014 11:39 PM  
**To:** Watson, Mark; Stanley, Diana; City Council  
**Cc:** Aditya Savara ; Andrew Howe; Ben Redmond; Bill Davis; Byrd, Steve; Gene Dunaway; Jana Humphery; Jane Shelton  
**Subject:** TSAB Recommendation - Oak Ridge Turnpike (SR 95) / Oak Ridge High School Access

It was requested by City Council that the Traffic Safety Advisory Board (TSAB) review alternatives and make a recommendation to improve the safety of pedestrian crossing the Oak Ridge Turnpike (SR 95) between the Oak Ridge High School and the Civic Center.

After considering multiple options and multiple combinations the TSAB voted 5 to 2 in favor of a motion **recommending an on-demand traffic signal at the intersection of the Oak Ridge High School parking lot and the Turnpike (SR 95) with a pedestrian all red phase.**

The TSAB felt that this option provided for the greatest safety and the highest probability for use by pedestrians. A secondary benefit is that vehicles would be able to exit the parking lot safely. TSAB Staff Liaison Steve Byrd provided an estimate of \$150,000-\$200,000 and 9 to 11 months to install which would not be complete for the upcoming school year.

Other options considered included a Flashing Beacon similar to that installed at Emory Valley Center for a cost of \$25,000 and 2 month installation period. The TSAB felt this was a good option but it failed to stop traffic for pedestrians to cross. This means a pedestrian must step into the crosswalk and rely on four lanes of traffic to see them and stop for them. This system works well at Emory Valley Center (~7,000 vehicles per day) but could be marginal on the Turnpike (SR 95) (~22,000 vehicles per day).

The TSAB also considered several different approaches that used new technology. One was a Pedestrian Guardian System by Redflex which is set up on the crosswalk and senses when a car passes when a pedestrian is in the crosswalk and films the vehicle license plate and issues a ticket. This option was good for detecting violators but fails to assure that vehicle don't stop when pedestrians are in the roadway.

One option that did stop traffic on demand was a Hybrid Beacon (often called a HAWK) that has three lights that when activated by a pedestrian would flash yellow, then turn red. The drawback of this system was that it had to be 100 feet from the current crosswalk so as not to interfere with the parking lot vehicle exit. TSAB felt that it was not likely the students would consistently use it. Also it may be confusing to many drivers as it has not been commonly used in Tennessee.

Other safety elements considered were crossing guards, added road markings, and reactivation of the speed cameras. Doing nothing and elimination the crosswalk to require pedestrians to use the traffic signal crosswalks at Tulane were also considered.

The TSAB considered many different combination of the above elements but in the final analysis pedestrian safety could best be served by an on-demand traffic signal with a pedestrian all red phase. Once activated it would be in synchronization with other lights on the Turnpike (SR 95) but would include an all red phase of 25 to 30 seconds. If not activated the Turnpike (SR 95) would remain green. This option is expensive but also eliminates the need for a crossing guard.

Respectfully submitted,

Bill Polfus  
Chairman  
Oak Ridge Traffic Safety Advisory Board  
865-567-0375 (cell)

July 16, 2014

To: City Council

The TSAB has reviewed possible options for traffic control measures at the Oak Ridge Turnpike/ORHS intersection for the last four monthly meetings. The enclosed material for the traffic signal option was included in the April 2014 meeting. Material also included for the April meeting was two other traffic control measures, the Pedestrian Hybrid Beacon and the Pedestrian Warning Sign Flashing Beacon.

Steven R. Byrd, P.E.  
City Engineer

**TRAFFIC SAFETY ADVISORY BOARD  
AGENDA**

**DATE:** Tuesday, April 15, 2014

**TIME:** 7:00 PM

**LOCATION:** Municipal Building, Training Room

1. Approval of Minutes from the last meeting.
2. City Manager request TSAB review of a proposal to convert East Madison Road from a one-way street to a two-way street based on the design plans prepared by City staff. TSAB's recommendation to the City Manager is requested by April 21, 2014. A full size set of plans will be available at the meeting. Information provided:

- Aerial photo
- Subdivision and street layout
- Design plan

3. Discussion of the Oak Ridge Turnpike (SR95)/ Oak Ridge High School intersection. Information provided:

- Aerial photo
- MUTCD traffic signal Warrant for a School Crossing
- MUTCD Pedestrian Hybrid Beacon
- MUTCD Pedestrian Warning Sign Flashing Beacon
- Updated traffic turning movement count to be provided at the meeting
- Updated pedestrian count to be provided at the meeting

4. Adjournment.

**If members cannot attend, please call William Polfus at 482-8068.**

### Section 4C.05 Warrant 4, Pedestrian Volume

#### Support:

- 01 The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

#### Standard:

- 02 **The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:**
- A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or
  - B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

#### Option:

- 03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

#### Standard:

- 04 **The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

- 05 **If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.**

#### Guidance:

- 06 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
  - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
  - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

#### Option:

- 07 The criterion for the pedestrian volume crossing the major street may be reduced as much as 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet per second.
- 08 A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street.

### Section 4C.06 Warrant 5, School Crossing

#### Support:

- 01 The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word "schoolchildren" includes elementary through high school students.

#### Standard:

- 02 **The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.**

- 03 Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.
- 04 The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.

*Guidance:*

- 05 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*
- A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*
  - B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*
  - C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

### **Section 4C.07 Warrant 6, Coordinated Signal System**

**Support:**

- 01 Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

**Standard:**

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:**
- A. **On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.**
  - B. **On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.**

*Guidance:*

- 03 *The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.*

### **Section 4C.08 Warrant 7, Crash Experience**

**Support:**

- 01 The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

**Standard:**

- 02 **The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:**
- A. **Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and**
  - B. **Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and**
  - C. **For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.**

## CHAPTER 4F. PEDESTRIAN HYBRID BEACONS

### Section 4F.01 Application of Pedestrian Hybrid Beacons

#### Support:

- 01 A pedestrian hybrid beacon is a special type of hybrid beacon used to warn and control traffic at an unsignalized location to assist pedestrians in crossing a street or highway at a marked crosswalk.

#### Option:

- 02 A pedestrian hybrid beacon may be considered for installation to facilitate pedestrian crossings at a location that does not meet traffic signal warrants (see Chapter 4C), or at a location that meets traffic signal warrants under Sections 4C.05 and/or 4C.06 but a decision is made to not install a traffic control signal.

#### Standard:

- 03 **If used, pedestrian hybrid beacons shall be used in conjunction with signs and pavement markings to warn and control traffic at locations where pedestrians enter or cross a street or highway. A pedestrian hybrid beacon shall only be installed at a marked crosswalk.**

#### Guidance:

- 04 *If one of the signal warrants of Chapter 4C is met and a traffic control signal is justified by an engineering study, and if a decision is made to install a traffic control signal, it should be installed based upon the provisions of Chapters 4D and 4E.*
- 05 *If a traffic control signal is not justified under the signal warrants of Chapter 4C and if gaps in traffic are not adequate to permit pedestrians to cross, or if the speed for vehicles approaching on the major street is too high to permit pedestrians to cross, or if pedestrian delay is excessive, the need for a pedestrian hybrid beacon should be considered on the basis of an engineering study that considers major-street volumes, speeds, widths, and gaps in conjunction with pedestrian volumes, walking speeds, and delay.*
- 06 *For a major street where the posted or statutory speed limit or the 85th-percentile speed is 35 mph or less, the need for a pedestrian hybrid beacon should be considered if the engineering study finds that the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding total of all pedestrians crossing the major street for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4F-1 for the length of the crosswalk.*
- 07 *For a major street where the posted or statutory speed limit or the 85th-percentile speed exceeds 35 mph, the need for a pedestrian hybrid beacon should be considered if the engineering study finds that the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding total of all pedestrians crossing the major street for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4F-2 for the length of the crosswalk.*
- 08 *For crosswalks that have lengths other than the four that are specifically shown in Figures 4F-1 and 4F-2, the values should be interpolated between the curves.*

### Section 4F.02 Design of Pedestrian Hybrid Beacons

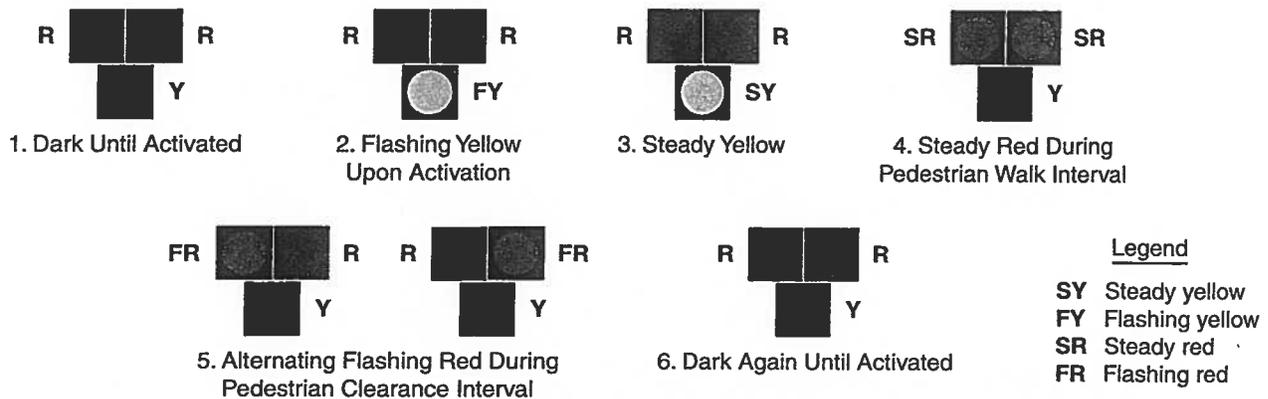
#### Standard:

- 01 **Except as otherwise provided in this Section, a pedestrian hybrid beacon shall meet the provisions of Chapters 4D and 4E.**
- 02 **A pedestrian hybrid beacon face shall consist of three signal sections, with a CIRCULAR YELLOW signal indication centered below two horizontally aligned CIRCULAR RED signal indications (see Figure 4F-3).**
- 03 **When an engineering study finds that installation of a pedestrian hybrid beacon is justified, then:**
- A. **At least two pedestrian hybrid beacon faces shall be installed for each approach of the major street,**
  - B. **A stop line shall be installed for each approach to the crosswalk,**
  - C. **A pedestrian signal head conforming to the provisions set forth in Chapter 4E shall be installed at each end of the marked crosswalk, and**
  - D. **The pedestrian hybrid beacon shall be pedestrian actuated.**

#### Guidance:

- 04 *When an engineering study finds that installation of a pedestrian hybrid beacon is justified, then:*
- A. *The pedestrian hybrid beacon should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs,*

**Figure 4F-3. Sequence for a Pedestrian Hybrid Beacon**



- B. *Parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the marked crosswalk, or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance,*
- C. *The installation should include suitable standard signs and pavement markings, and*
- D. *If installed within a signal system, the pedestrian hybrid beacon should be coordinated.*

- 05 *On approaches having posted or statutory speed limits or 85th-percentile speeds in excess of 35 mph and on approaches having traffic or operating conditions that would tend to obscure visibility of roadside hybrid beacon face locations, both of the minimum of two pedestrian hybrid beacon faces should be installed over the roadway.*
- 06 *On multi-lane approaches having a posted or statutory speed limits or 85th-percentile speeds of 35 mph or less, either a pedestrian hybrid beacon face should be installed on each side of the approach (if a median of sufficient width exists) or at least one of the pedestrian hybrid beacon faces should be installed over the roadway.*
- 07 *A pedestrian hybrid beacon should comply with the signal face location provisions described in Sections 4D.11 through 4D.16.*

**Standard:**

- 08 **A CROSSWALK STOP ON RED (symbolic circular red) (R10-23) sign (see Section 2B.53) shall be mounted adjacent to a pedestrian hybrid beacon face on each major street approach. If an overhead pedestrian hybrid beacon face is provided, the sign shall be mounted adjacent to the overhead signal face.**

**Option:**

- 09 A Pedestrian (W11-2) warning sign (see Section 2C.50) with an AHEAD (W16-9P) supplemental plaque may be placed in advance of a pedestrian hybrid beacon. A warning beacon may be installed to supplement the W11-2 sign.

**Guidance:**

- 10 *If a warning beacon supplements a W11-2 sign in advance of a pedestrian hybrid beacon, it should be programmed to flash only when the pedestrian hybrid beacon is not in the dark mode.*

**Standard:**

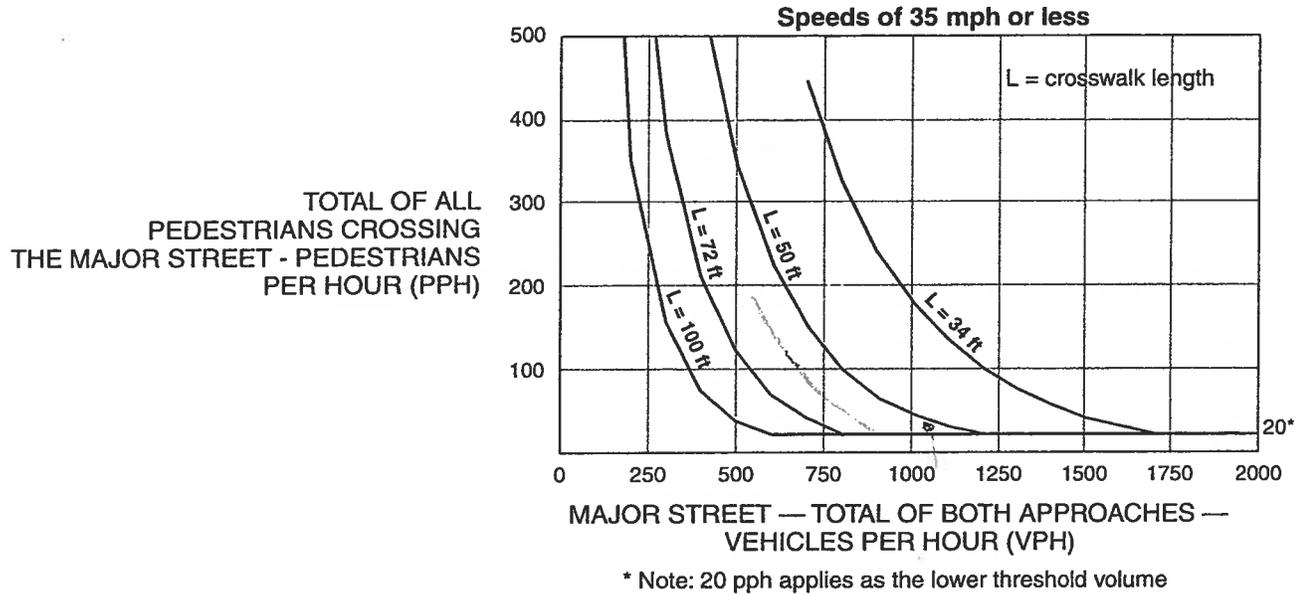
- 11 **If a warning beacon is installed to supplement the W11-2 sign, the design and location of the warning beacon shall comply with the provisions of Sections 4L.01 and 4L.03.**

**Section 4F.03 Operation of Pedestrian Hybrid Beacons**

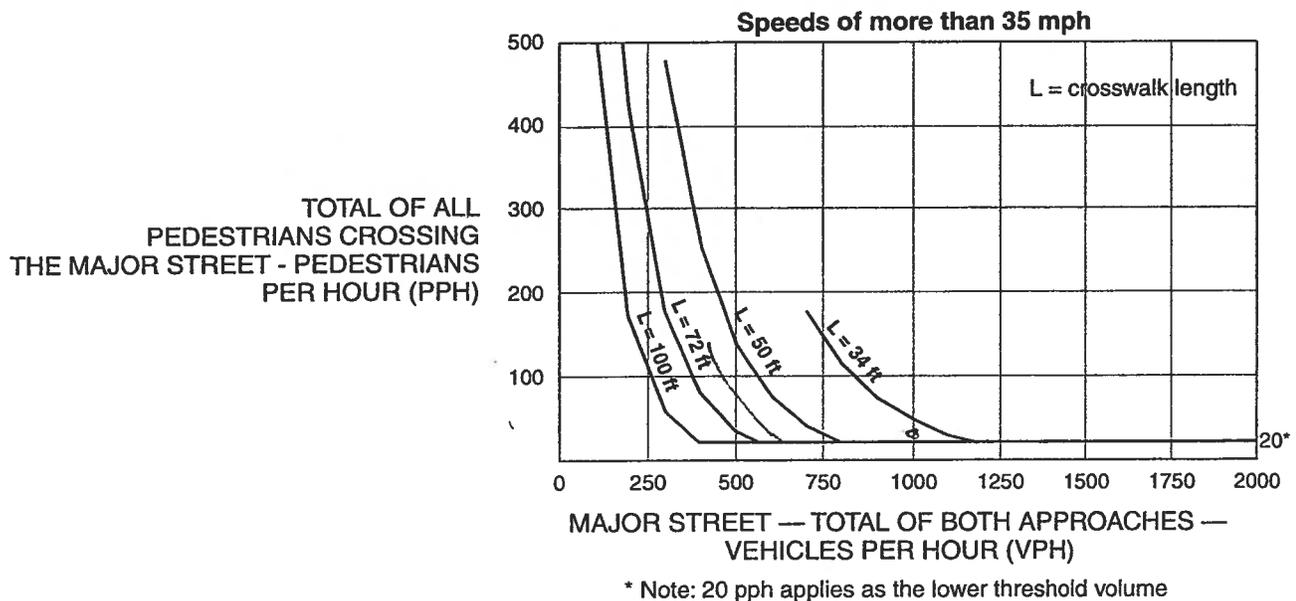
**Standard:**

- 01 **Pedestrian hybrid beacon indications shall be dark (not illuminated) during periods between actuations.**
- 02 **Upon actuation by a pedestrian, a pedestrian hybrid beacon face shall display a flashing CIRCULAR yellow signal indication, followed by a steady CIRCULAR yellow signal indication, followed by both steady CIRCULAR RED signal indications during the pedestrian walk interval, followed by alternating flashing CIRCULAR RED signal indications during the pedestrian clearance interval (see Figure 4F-3). Upon termination of the pedestrian clearance interval, the pedestrian hybrid beacon faces shall revert to a dark (not illuminated) condition.**

**Figure 4F-1. Guidelines for the Installation of Pedestrian Hybrid Beacons on Low-Speed Roadways**



**Figure 4F-2. Guidelines for the Installation of Pedestrian Hybrid Beacons on High-Speed Roadways**



03 **Except as provided in Paragraph 4, the pedestrian signal heads shall continue to display a steady UPRAISED HAND (symbolizing DONT WALK) signal indication when the pedestrian hybrid beacon faces are either dark or displaying flashing or steady CIRCULAR yellow signal indications. The pedestrian signal heads shall display a WALKING PERSON (symbolizing WALK) signal indication when the pedestrian hybrid beacon faces are displaying steady CIRCULAR RED signal indications. The pedestrian signal heads shall display a flashing UPRAISED HAND (symbolizing DONT WALK) signal indication when the pedestrian hybrid beacon faces are displaying alternating flashing CIRCULAR RED signal indications. Upon termination of the pedestrian clearance interval, the pedestrian signal heads shall revert to a steady UPRAISED HAND (symbolizing DONT WALK) signal indication.**

Option:

04 Where the pedestrian hybrid beacon is installed adjacent to a roundabout to facilitate crossings by pedestrians with visual disabilities and an engineering study determines that pedestrians without visual disabilities can be allowed to cross the roadway without actuating the pedestrian hybrid beacon, the pedestrian signal heads may be dark (not illuminated) when the pedestrian hybrid beacon faces are dark.

*Guidance:*

05 *The duration of the flashing yellow interval should be determined by engineering judgment.*

**Standard:**

06 **The duration of the steady yellow change interval shall be determined using engineering practices.**

*Guidance:*

07 *The steady yellow interval should have a minimum duration of 3 seconds and a maximum duration of 6 seconds (see Section 4D.26). The longer intervals should be reserved for use on approaches with higher speeds.*

## CHAPTER 4L. FLASHING BEACONS

### Section 4L.01 General Design and Operation of Flashing Beacons

**Support:**

- 01 A Flashing Beacon is a highway traffic signal with one or more signal sections that operates in a flashing mode. It can provide traffic control when used as an intersection control beacon (see Section 4L.02) or it can provide warning when used in other applications (see Sections 4L.03, 4L.04, and 4L.05).

**Standard:**

- 02 **Flashing Beacon units and their mountings shall comply with the provisions of Chapter 4D, except as otherwise provided in this Chapter.**
- 03 **Beacons shall be flashed at a rate of not less than 50 or more than 60 times per minute. The illuminated period of each flash shall be a minimum of 1/2 and a maximum of 2/3 of the total cycle.**
- 04 **A beacon shall not be included within the border of a sign except for SCHOOL SPEED LIMIT sign beacons (see Sections 4L.04 and 7B.15).**

**Guidance:**

- 05 *If used to supplement a warning or regulatory sign, the edge of the beacon signal housing should normally be located no closer than 12 inches outside of the nearest edge of the sign.*

**Option:**

- 06 An automatic dimming device may be used to reduce the brilliance of flashing yellow signal indications during night operation.

### Section 4L.02 Intersection Control Beacon

**Standard:**

- 01 **An Intersection Control Beacon shall consist of one or more signal faces directed toward each approach to an intersection. Each signal face shall consist of one or more signal sections of a standard traffic signal face, with flashing CIRCULAR YELLOW or CIRCULAR RED signal indications in each signal face. They shall be installed and used only at an intersection to control two or more directions of travel.**
- 02 **Application of Intersection Control Beacon signal indications shall be limited to the following:**
- A. **Yellow on one route (normally the major street) and red for the remaining approaches, and**
  - B. **Red for all approaches (if the warrant described in Section 2B.07 for a multi-way stop is satisfied).**
- 03 **Flashing yellow signal indications shall not face conflicting vehicular approaches.**
- 04 **A STOP sign shall be used on approaches to which a flashing red signal indication is displayed on an Intersection Control Beacon (see Section 2B.04).**
- 05 **If two horizontally aligned red signal indications are used on an approach for an Intersection Control Beacon, they shall be flashed simultaneously to avoid being confused with grade crossing flashing-light signals. If two vertically aligned red signal indications are used on an approach for an Intersection Control Beacon, they shall be flashed alternately.**

**Guidance:**

- 06 *An Intersection Control Beacon should not be mounted on a pedestal in the roadway unless the pedestal is within the confines of a traffic or pedestrian island.*

**Option:**

- 07 Supplemental signal indications may be used on one or more approaches in order to provide adequate visibility to approaching road users.
- 08 Intersection Control Beacons may be used at intersections where traffic or physical conditions do not justify conventional traffic control signals but crash rates indicate the possibility of a special need.
- 09 An Intersection Control Beacon is generally located over the center of an intersection; however, it may be used at other suitable locations.

### Section 4L.03 Warning Beacon

**Support:**

- 01 Typical applications of Warning Beacons include the following:
- A. At obstructions in or immediately adjacent to the roadway;
  - B. As supplemental emphasis to warning signs;
  - C. As emphasis for midblock crosswalks;

- D. As supplemental emphasis to regulatory signs, except STOP, DO NOT ENTER, WRONG WAY, and SPEED LIMIT signs; and
- E. In conjunction with a regulatory or warning sign that includes the phrase WHEN FLASHING in its legend to indicate that the regulation is in effect or that the condition is present only at certain times.

**Standard:**

02 **A Warning Beacon shall consist of one or more signal sections of a standard traffic signal face with a flashing CIRCULAR YELLOW signal indication in each signal section.**

03 **A Warning Beacon shall be used only to supplement an appropriate warning or regulatory sign or marker.**

04 **Warning Beacons, if used at intersections, shall not face conflicting vehicular approaches.**

05 **If a Warning Beacon is suspended over the roadway, the clearance above the pavement shall be a minimum of 15 feet and a maximum of 19 feet.**

**Guidance:**

06 *The condition or regulation justifying Warning Beacons should largely govern their location with respect to the roadway.*

07 *If an obstruction is in or adjacent to the roadway, illumination of the lower portion or the beginning of the obstruction or a sign on or in front of the obstruction, in addition to the beacon, should be considered.*

08 *Warning Beacons should be operated only during those periods or times when the condition or regulation exists.*

**Option:**

09 **Warning Beacons that are actuated by pedestrians, bicyclists, or other road users may be used as appropriate to provide additional warning to vehicles approaching a crossing or other location.**

10 **If Warning Beacons have more than one signal section, they may be flashed either alternately or simultaneously.**

11 **A flashing yellow beacon interconnected with a traffic signal controller assembly may be used with a traffic signal warning sign (see Section 2C.36).**

**Section 4L.04 Speed Limit Sign Beacon****Standard:**

01 **A Speed Limit Sign Beacon shall be used only to supplement a Speed Limit sign.**

02 **A Speed Limit Sign Beacon shall consist of one or more signal sections of a standard traffic control signal face, with a flashing CIRCULAR YELLOW signal indication in each signal section. The signal indications shall have a nominal diameter of not less than 8 inches. If two signal indications are used, they shall be vertically aligned, except that they shall be permitted to be horizontally aligned if the Speed Limit (R2-1) sign is longer horizontally than vertically. If two signal indications are used, they shall be alternately flashed.**

**Option:**

03 **A Speed Limit Sign Beacon may be used with a fixed or variable Speed Limit sign. If applicable, a flashing Speed Limit Sign Beacon (with an appropriate accompanying sign) may be used to indicate that the displayed speed limit is in effect.**

04 **A Speed Limit Sign Beacon may be included within the border of a School Speed Limit (S5-1) sign (see Section 7B.15).**

**Section 4L.05 Stop Beacon****Standard:**

01 **A Stop Beacon shall be used only to supplement a STOP sign, a DO NOT ENTER sign, or a WRONG WAY sign.**

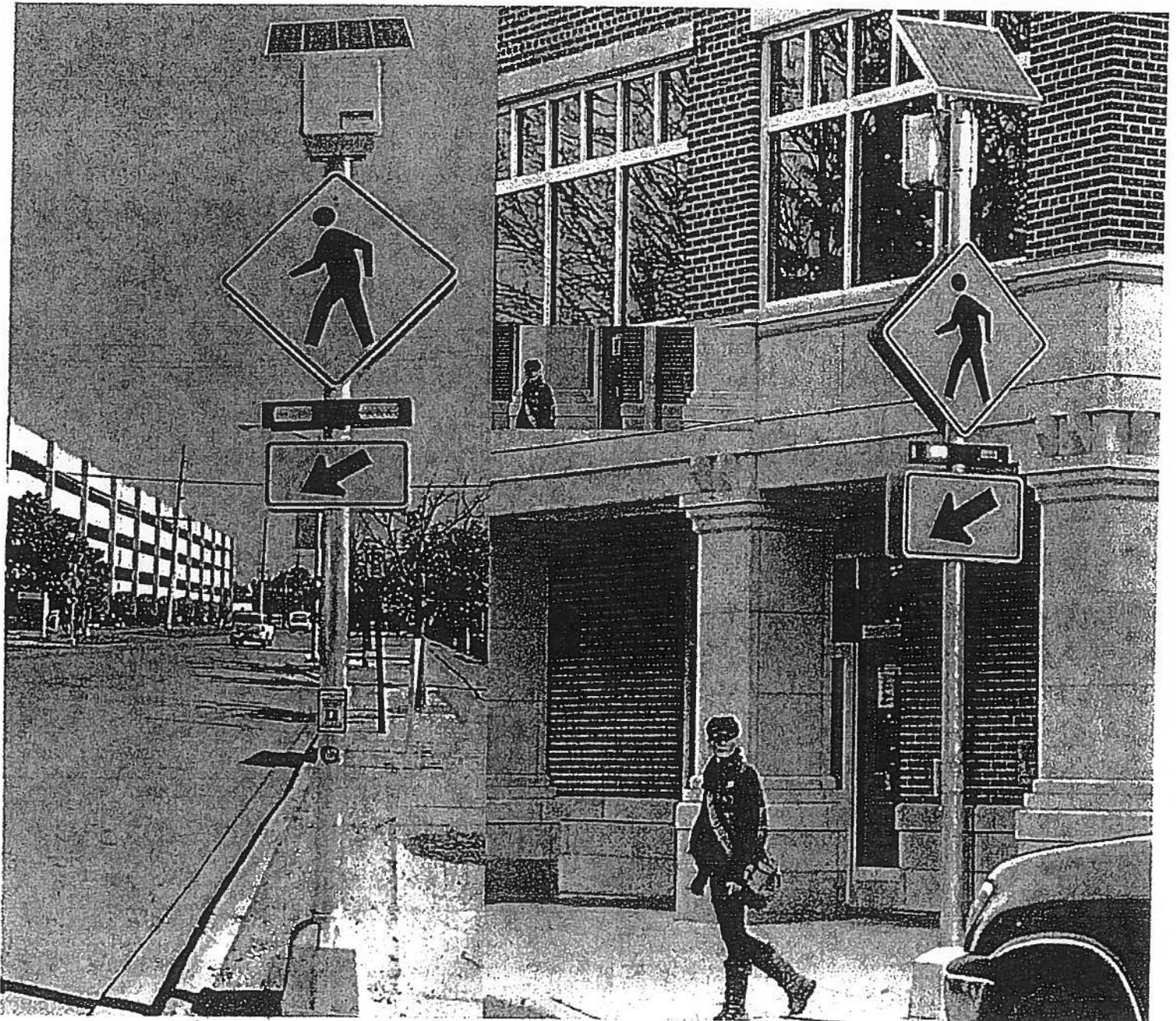
02 **A Stop Beacon shall consist of one or more signal sections of a standard traffic signal face with a flashing CIRCULAR RED signal indication in each signal section. If two horizontally aligned signal indications are used for a Stop Beacon, they shall be flashed simultaneously to avoid being confused with grade crossing flashing-light signals. If two vertically aligned signal indications are used for a Stop Beacon, they shall be flashed alternately.**

03 **The bottom of the signal housing of a Stop Beacon shall be not less than 12 inches or more than 24 inches above the top of a STOP sign, a DO NOT ENTER sign, or a WRONG WAY sign.**

# Rectangular Rapid-Flashing Beacon: RRFB-XL™

Solar Powered, Extra Large LED Arrays

## User Guide



OR HIGH SCHOOL  
ENTRANCE

1600' TO ROBERTSVILLE RD.

OR TURNPIKE

870' TO TULANE AVE.

CIVIC CENTER

COR PW ENGINEERING/SRB/CCB  
APRIL 3, 2014  
SCALE: 1"= 50'



# Special Programs Fund

Beginning Unassigned Fund Balance 5-31-14	\$867,021
Blankenship Field Lower Parking Lot*	\$250,000
On-Demand Red Light ORHS	<u>\$200,000</u>
Ending Unassigned Fund Balance	<u>\$417,021</u>

\* Approved by City Council on July 14, 2014

# RESOLUTIONS

CITY COUNCIL MEMORANDUM  
14-26

DATE: July 18, 2014  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: OAK RIDGE CONVENTION AND VISITORS BUREAU CONTRACT – THREE OPTIONS FOR COUNCIL’S CONSIDERATION

Introduction

An item for the agenda is a resolution approving a contract between the City and the Oak Ridge Convention and Visitors Bureau (CVB) for promotion of tourism in Oak Ridge. Three options are presented for Council’s consideration.

Funding

The FY2015 budget presently approved by City Council includes a \$275,000.00 allocation for CVB services for the current fiscal year. The funding source for this allocation is hotel/motel occupancy tax collections.

Background

The most recent contract between the City and the CVB for promotion of tourism in Oak Ridge was approved by Resolution 7-67-2013. The existing contract expired on June 30, 2014. (See attached contract.) The new fiscal year has already begun and the financial needs of the CVB must be met shortly or the CVB’s operations will be affected financially. Due to dollar limitations of the City Manager for approval of contracts (\$25,000.00), action by City Council is required for the CVB to continue operations.

Over the past two years, substantial changes to the CVB contract have occurred with a concentration on goals of additional events and room occupancy. On July 8, 2014, City Council jointly met with the CVB Board to discuss possible directions for the current fiscal year. At this meeting, changes were suggested by the CVB Board with respect to priorities with more focus on occupancy.

*Option 1*

A first option is to approve a contract submitted by the CVB. Council will receive a copy of this contract as soon as it is submitted to the City. Funding changes and incentives for performance are anticipated to ensure continued aggressive efforts on behalf of the CVB Board for greater hotel/motel occupancy tax growth and room occupancy levels above a general overall 55% rate. This is important as further economic development of the City will require higher rates to encourage hotel capital investment in particular new areas of redevelopment in the center of the community.

*Option2*

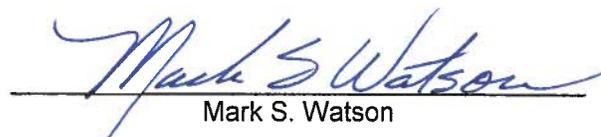
A second option is to approve a one-year contract similar to the FY2014 contract for the current fiscal year while allowing further strategic work between City Council and the CVB Board to further define expectations and benchmark measurements. A draft contract is attached which incorporates some clarification on existing scope of work provisions.

*Option 3*

A third option is to approve a three-month contract (July 1, 2014 through September 30, 2014) with the City Manager directed to develop a transition plan to take the CVB operations "in-house." While this option has been discussed by both groups, opinions are mixed by both City Council and the CVB Board on how to get maximum productivity for the investment of these tax dollars. In this scenario, remaining CVB employees and the vacant Executive Director position would be assumed by the City organization as city employees. This will allow for greater direction, flexibility, and cooperation by the City with the CVB Board on community events and promotions. A draft short-term contract is not attached as the contract would be the same as Option 2 with necessary modifications to reflect the shorter term length (ex. term, compensation, reporting, and contact representative).

Recommendation

The City Attorney has been presented with some clarity language based upon the FY2014 contract (highlighted in blue) and will provide this language for inclusion of any contract adopted by Council. City Council is asked to adopt a resolution with any conditions, goals, or benchmarks as part of the direction to the CVB Board in the coming year.



Mark S. Watson

Attachments: FY 2014 CVB Contract  
Hotel/Motel Tax Collections, FY 2009-2013  
FY 2015 CVB Activity Detail  
Draft contract provided by the City for FY2015 with changes from FY2014 highlighted  
Resolution approving Option 1  
Resolution approving Option 2  
Resolution approving Option 3

**CONTRACT**

This Contract entered into this 8th day of July, 2013 by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and the Oak Ridge Convention and Visitors Bureau, hereinafter referred to as the "CVB."

In consideration of the mutual covenants and conditions hereinafter contained, the City and the CVB hereby contract and agree as follows:

1. **Term**

This Contract shall be for a term of one (1) year commencing July 1, 2013 through June 30, 2014, with a one (1) year option to renew at the City's discretion.

2. **Requirements**

A. The CVB's goals under this Contract are to promote economic activity of Oak Ridge, and to reduce economic "outflow" to surrounding areas, through coordination of the Oak Ridge's tourism and business community and the hotel/motel industry to increase the amount of tax revenues generated by hotel/motel room occupancy.

B. The CVB's objectives for accomplishment of the goals under this Contract are as follows:

1. The CVB shall support businesses, non-profit organizations and governmental entities in promoting, coordinating and sponsoring events and programs in Oak Ridge and Anderson-Roane Counties.
2. The CVB shall identify, develop and use multimedia and social networking facilities to maximize and promote the Oak Ridge "brand" as a venue for premier events and activities including but not limited to those identified in the UT-MBA study prepared for the City in 2013.
3. The CVB shall identify and budget for small improvements (less than \$10,000.00) that will enhance business and hotel/motel industry and their associated promotions.
4. The CVB shall develop an aggressive campaign both locally and regionally to address the SMERF (Social, Military, Educational, Religious, Fraternal) market.

C. The CVB's benchmarks for accomplishment of the goals under this Contract are as follows:

1. Occupancy Rate and Average Daily Rate (ADR) (Average rental income per paid occupied room) accumulated on a quarterly basis (Summer, Fall, Winter, and Spring) with data categorized for weekdays and weekends. This statistical data is necessary for the City's future recreational recruitment needs. The City understands that hotels/motels may have some proprietary data in their individual Occupancy Rate and Average Daily Rate; however, the data to be submitted to the City under this Agreement is aggregate data and not hotel/motel specific.
2. Hotel/motel occupancy as a percentage of rooms occupied
3. Develop measures for weekend hotel/motel occupancy

4. Develop return on investment (ROI) analysis of local events with CVB Board and report findings to City Council and establishing future measures.
- D. Except as otherwise specified within this Contract, the specific strategy, plans and efforts to provide such services shall be determined and implemented by the CVB. It is understood that unusual circumstances affecting the economy may impact the achievement of these objectives.
- E. The City and the CVB may make changes as mutually agreed upon in the scope of work of this Contract. Such changes shall be incorporated as written amendments to this Contract signed by both parties.

3. Monitoring and Reporting Requirements

For the purposes of monitoring and reporting, the CVB shall provide to the City periodic reports as follows: by October 15, 2013; January 15, 2014; and April 15, 2014. The periodic reports shall detail the CVB's efforts toward, and accomplishment of the Requirements outlined in Section 2 above. The CVB shall also submit an annual report of its activities under this Contract no later than July 31, 2014. The annual report shall be a written report indicating the expenditure of City funds and a statement of cash position, which report is audited by the City.

4. Compensation

- A. The City will pay the CVB \$300,000.00 for the services provided under this Contract as specified in Section 2, Requirements.
- B. The City will pay the CVB in four (4) quarterly installments of \$75,000.00 on or about the following dates provided the required periodic reports required by Section 3, Monitoring and Reporting Requirements, have been submitted: July 15, 2013; October 20, 2013; January 20, 2014; and April 20, 2014. The City may reserve three percent (3%) of the total compensation (\$9,000.00) (incentive amount) from the fourth quarterly payment as incentive for the CVB to meet the goals and objectives set forth in Section 2. The incentive amount is payable to the CVB on or about August 1, 2014 provided the CVB meets the goals and objectives. If projections at the end of the third quarter predict the CVB will meet the goals and objectives, the City Manager may elect to not withhold the incentive amount from the fourth quarterly payment. If the CVB fails to meet the goals and objectives, the CVB will not be entitled to receive the incentive amount and if the incentive amount was not withheld from the fourth quarterly payment, the CVB will be required to return the incentive amount to the City within fifteen (15) days.
- C. Written requests by the CVB for cash advances may be granted by the City Manager, at the City Manager's sole discretion, which cash advances shall not exceed the City's budgeted amount under this Contract.
- D. The CVB may request budget revisions in writing. Any City approvals of budget revisions shall be made in writing.
- E. If, through any cause, the CVB shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall withhold quarterly payment of the annual budgeted amount until the CVB has fulfilled said obligation or corrected any specified violation.
- F. The CVB shall reimburse the City within sixty (60) calendar days for any disbursements or expenditures from the Contract funds which the City determines are not within the scope of the Contract.

- G. The CVB shall budget the use of funds received under this Contract and shall create a reserve amount set aside for unforeseen circumstances to avoid strict reliance on funding to arrive before expenses occur. The CVB shall set a goal of \$15,000.00 for the reserve amount (the equivalent of five percent (5%) of the total compensation amount) with a goal to doubling that amount in the subsequent fiscal year. The CVB shall develop a process for the use of reserve funds and submit such process in writing to the City Manager. The CVB may use reserve funds for small improvements (less than \$10,000.00)

5. Assignment

The CVB shall not assign, subcontract or use consultants for any portion of this Contract without prior written approval of the City Manager or the City Manager's duly authorized designee.

6. Staff

The CVB shall pay its employees under this Contract, save for volunteers, at least the federal minimum wage. The CVB shall not increase its employees' salaries to an extent greater than the salary increases allowed by the City for its employees during the same fiscal year. For FY2014, the City budgeted for a one and (1.0%) salary increase, therefore, CVB may increase its employees' salaries by no more than one percent (1.0%) for the fiscal year.

7. Anti-Discrimination

In carrying out the work of this Contract, the CVB shall not discriminate against any employee or applicant for employment because race, color, religion, creed, sex, sexual orientation, national origin, age, disability or any other legally protected status.

8. Termination

- A. If, through any cause, the CVB shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the CVB of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. In that event, all finished and unfinished documents and other materials prepared by the CVB under this Contract shall, at the option of the City, become its property and the CVB shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials, any such amount not to exceed the City's budgeted amount under this Contract.
- C. Notwithstanding the above, the CVB shall not be relieved of liability by the City by virtue of any breach of the Contract by the CVB, and the City may withhold any payments to the CVB for the purpose of setoff until such time as the exact amount of damages due the City from the CVB is determined.

9. Contract Representatives

- A. The CVB's contact person for this Contract shall be the CVB's President or the President's duly authorized designee.
- B. The City's contact person for this Contract shall be the City Manager or the City Manager's duly authorized designee.

10. Availability of Documents for Inspection

- A. All CVB documents and reports pertaining shall be available for inspection by the City Manager or the City Manager's duly authorized designee.
- B. The CVB shall maintain records in such a manner as to enable the City and/or the City's auditors to audit the expenditures for compliance with this Contract during regular City business hours.

11. Governing Law

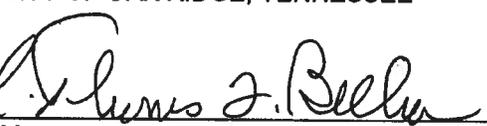
This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

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

  
\_\_\_\_\_  
Mayor

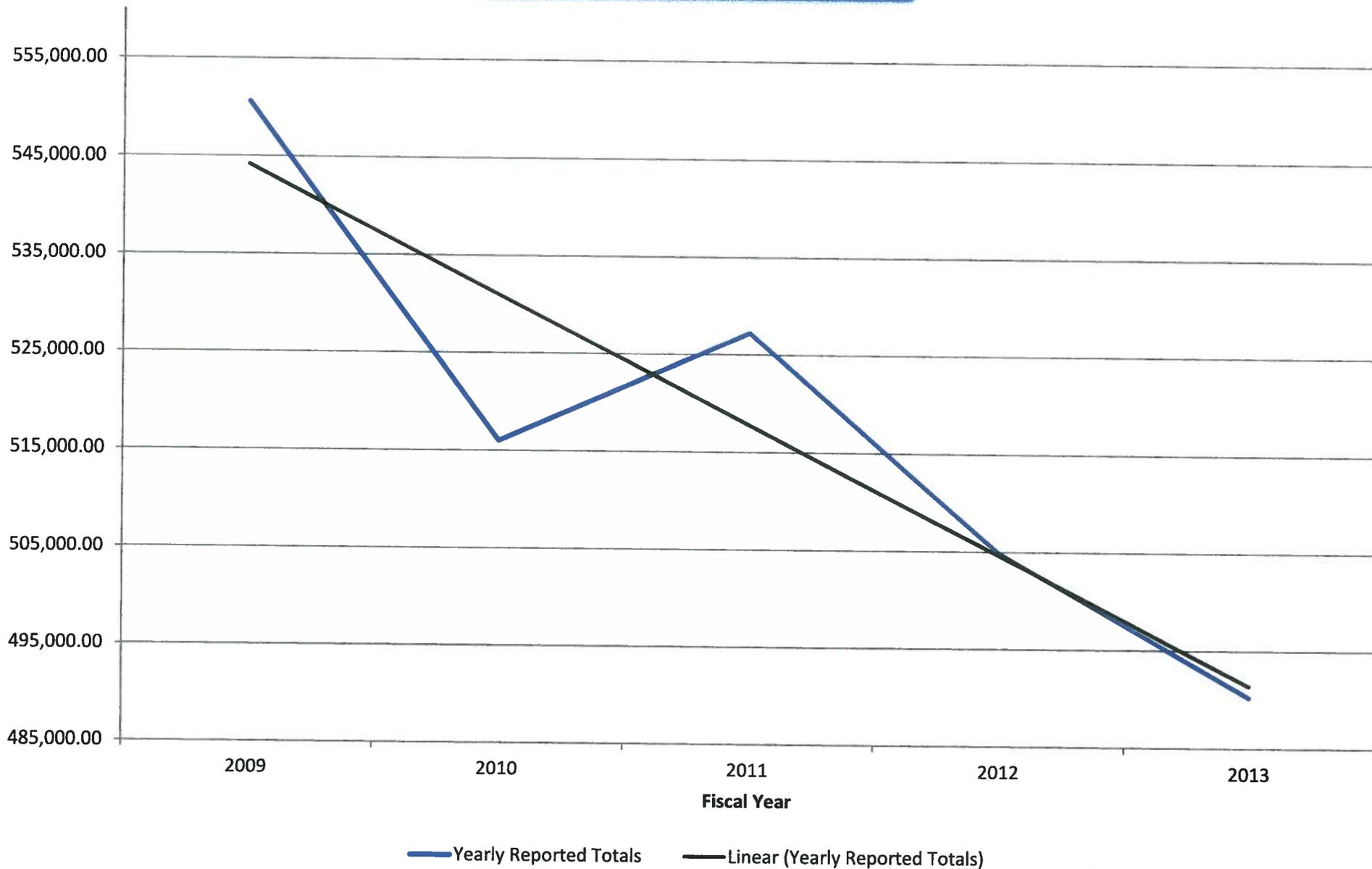
OAK RIDGE CONVENTION AND VISITORS  
BUREAU

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairman of the Board

Approved by Resolution 57-67-2013

**Hotel/Motel Tax Collections  
Yearly Reported Totals  
Fiscal Year 2009 to Fiscal Year 2013**



Note: Total FY2014 collections were not available at the time of the publication of the July 21, 2014

City of Oak Ridge, Tennessee  
Activity Detail

964 Marketing & Tourism

	ACTUAL FY 2013	BUDGET FY 2014	PROJECTED FY 2014	BUDGET FY 2015	BUDGET 15 vs. 14	% CHG
<b>Personal Services</b>						
Total Personal Services	0	0	0	0	0	.0
<b>Contractual Services</b>						
Total Contractual Services	0	0	0	0	0	.0
<b>Commodities</b>						
Total Commodities	0	0	0	0	0	.0
<b>Other Charges</b>						
5430. Board/Agency/Event Funding	0	55,000	53,500	72,500	17,500	31.8
5432.11 Oak Ridge Chamber	0	175,000	125,000	175,000	0	.0
5432.12 Oak Ridge CVB	0	320,000	314,100	275,000	45,000-	14.1-
Total Other Charges	0	550,000	492,600	522,500	27,500-	5.0-
<b>Capital Expenditures</b>						
5520 Buildings	0	75,000	220,000	0	75,000-	100.0-
Total Capital Expenditures	0	75,000	220,000	0	75,000-	100.0-
<b>TOTAL GROSS EXPENDITURES</b>	0	625,000	712,600	522,500	102,500-	16.4-
<b>Reduction of Costs</b>						
5610. Recovered from Users	0	0	24,000-	0	0	.0
5670. Recovered from Funds	0	164,000-	134,760-	161,682-	2,318	1.4-
<b>TOTAL NET EXPENDITURES</b>	0	461,000	553,840	360,818	100,182-	21.7-

## CONTRACT

This Contract entered into this 14th day of July, 2014 by and between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and the Oak Ridge Convention and Visitors Bureau, hereinafter referred to as the "CVB."

In consideration of the mutual covenants and conditions hereinafter contained, the City and the CVB hereby contract and agree as follows:

1. Term

This Contract shall be for a term of one (1) year commencing July 1, ~~2013~~ **2014** through June 30, ~~2014~~**2015**, with a one (1) year option to renew at the City's discretion.

2. Requirements-Scope of Work

**The Scope of Work under this Contract is defined by the City as follows:**

- A. Develop and obtain sponsorships for unique community events such as the Secret City Festival, summer concert series, movie night summer series, etc.**
- B. Provide promotion for City-sponsored and other community events such as the Secret City Festival, Secret City Half Marathon, etc.**
- C. Enhance cooperation with Anderson, Roane, and Knox County tourism organizations.**
- D. Accomplishment of the Goals and Objectives listed in Section 3 below.**

**The CVB also has the flexibility to develop and/or create community events on its own initiative such as last year's Neon Vibe 5k.**

3. Goals and Objectives

- A. The CVB's goals under this Contract are to promote economic activity of Oak Ridge, and to reduce economic "outflow" to surrounding areas, through coordination of the Oak Ridge's tourism and business community and the hotel/motel industry to increase the amount of tax revenues generated by hotel/motel room occupancy.
- B. The CVB's objectives for accomplishment of the goals under this Contract are as follows:
  - 1. The CVB shall support businesses, non-profit organizations and governmental entities in promoting, coordinating and sponsoring events and programs in Oak Ridge and Anderson-Roane Counties.
  - 2. The CVB shall identify, develop and use multimedia and social networking facilities to maximize and promote the Oak Ridge "brand" as a venue for premier events and activities including but not limited to those identified in the UT-MBA study prepared for the City in 2013.
  - 3. The CVB shall identify and budget for small improvements (less than \$10,000.00) that will enhance business and hotel/motel industry and their associated promotions.

4. The CVB shall develop an aggressive campaign both locally and regionally to address the SMERF (Social, Military, Educational, Religious, Fraternal) market.
- C. The CVB's benchmarks for accomplishment of the goals under this Contract are as follows:
1. Occupancy Rate and Average Daily Rate (ADR) (Average rental income per paid occupied room) accumulated on a quarterly basis (Summer, Fall, Winter, and Spring) with data categorized for weekdays and weekends. This statistical data is necessary for the City's future recreational recruitment needs. The City understands that hotels/motels may have some proprietary data in their individual Occupancy Rate and Average Daily Rate; however, the data to be submitted to the City under this Agreement is aggregate data and not hotel/motel specific.
  2. Hotel/motel occupancy as a percentage of rooms occupied.
  3. Develop measures for weekend hotel/motel occupancy.
  4. Develop return on investment (ROI) analysis of local events with CVB Board and report findings to City Council and establishing future measures.
- D. Except as otherwise specified within this Contract, the specific strategy, plans and efforts to provide such services shall be determined and implemented by the CVB. It is understood that unusual circumstances affecting the economy may impact the achievement of these objectives.
- E. The City and the CVB may make changes as mutually agreed upon in the scope of work of this Contract. Such changes shall be incorporated as written amendments to this Contract signed by both parties.

#### 34. Monitoring and Reporting Requirements

For the purposes of monitoring and reporting, the CVB shall provide to the City periodic reports as follows: by October 15, ~~2013~~ **2014**; January 15, ~~2014~~ **2015**; and April 15, ~~2014~~ **2015**. The periodic reports shall detail the CVB's efforts toward, and accomplishment of the **Requirements Scope of Work and Goals and Objectives** outlined in Section 2 **and** Section 3 above, **respectively**. The CVB shall also submit an annual report of its activities under this Contract no later than ~~July 31, 2014~~ **June 15, 2015**. The annual report shall be a written report indicating the expenditure of City funds and a statement of cash position, which report is audited by the City.

#### 45. Compensation

- A. The City will pay the CVB ~~\$300,000.00~~ **\$275,000.00** for the services provided under this Contract as specified in Section 2, **Requirements Scope of Work**.
- B. The City will pay the CVB in four (4) quarterly installments of ~~\$75,000.00~~ **\$68,750.00** on or about the following dates provided the required periodic reports required by Section **34, Monitoring and Reporting Requirements**, have been submitted: ~~July 15, 2013~~ **July 31, 2014**; October 20, ~~2013~~ **2014**; January 20, ~~2014~~ **2015**; and April 20, ~~2014~~ **2015**. The City may reserve three percent (3%) of the total compensation (~~\$9,000.00~~ **\$8,250.00**) (incentive amount) from the fourth quarterly payment as incentive for the CVB to meet the goals and objectives set forth in Section **2 3**. The incentive amount is payable to the CVB on or about August 1, ~~2014-2015~~ provided the CVB meets the goals and objectives. If projections at the end of the third quarter predict the CVB will meet the goals and objectives, the City Manager may elect to not withhold the incentive amount from the fourth quarterly payment. If the CVB fails to meet the goals and objectives, the CVB will

not be entitled to receive the incentive amount and if the incentive amount was not withheld from the fourth quarterly payment, the CVB will be required to return the incentive amount to the City within fifteen (15) days.

- C. Written requests by the CVB for cash advances may be granted by the City Manager, at the City Manager's sole discretion, which cash advances shall not exceed the City's budgeted amount under this Contract.
- D. The CVB may request budget revisions in writing. Any City approvals of budget revisions shall be made in writing.
- E. If, through any cause, the CVB shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall withhold quarterly payment of the annual budgeted amount until the CVB has fulfilled said obligation or corrected any specified violation.
- F. The CVB shall reimburse the City within sixty (60) calendar days for any disbursements or expenditures from the Contract funds which the City determines are not within the scope of the Contract.
- G. The CVB shall budget the use of funds received under this Contract and shall create a reserve amount set aside for unforeseen circumstances to avoid strict reliance on funding to arrive before expenses occur. The CVB shall set a ~~goal~~ **GOAL over a four-year period of \$15,000.00 \$27,500.00** for the reserve amount (the equivalent of ~~five-ten~~ **ten** percent (~~5~~**10**%) of the total compensation amount) ~~with-as that was a-the FY2015 reserve amount goal to doubling that amount in the subsequent~~ **built into the FY2014 fiscal-year contract**. The CVB shall develop a process for the use of reserve funds and submit such process in writing to the City Manager. The CVB may use reserve funds for small improvements (less than \$10,000.00).

**56. Assignment**

The CVB shall not assign, subcontract or use consultants for any portion of this Contract without prior written approval of the City Manager or the City Manager's duly authorized designee.

**67. Office Hours, Staff**

- A. **The CVB shall maintain and staff an office in Oak Ridge open to the public with the following minimum operational hours: 8:30 a.m. to 5:30 p.m. Monday through Friday and 9:00 a.m. through 2:00 p.m. on Saturday. The office is permitted to close at the CVB's discretion on City-observed holidays.**
- B. The CVB shall pay its employees under this Contract, save for volunteers, at least the federal minimum wage. The CVB shall not increase its employees' salaries to an extent greater than the salary increases allowed by the City for its employees during the same fiscal year. For ~~FY2014~~ **FY2015**, the City budgeted for a ~~one-and~~ **two percent (1-0 2.0%)** salary increase-; therefore, CVB may increase its employees' salaries by no more than ~~one-two~~ **percent (1-0 2.0%)** for the fiscal year.
- C. **The City Manager may designate a city staff member to act as the staff liaison to the CVB Board in order to facilitate implementation of this Contract. The staff liaison may attend meetings of the CVB Board but will not act as a member of the board and will have no voting privileges.**

**78.** Anti-Discrimination

In carrying out the work of this Contract, the CVB shall not discriminate against any employee or applicant for employment because race, color, religion, creed, sex, sexual orientation, national origin, age, disability or any other legally protected status.

**89.** Termination

- A. If, through any cause, the CVB shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the CVB shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the CVB of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. In that event, all finished and unfinished documents and other materials prepared by the CVB under this Contract shall, at the option of the City, become its property and the CVB shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials, any such amount not to exceed the City's budgeted amount under this Contract.
- C. Notwithstanding the above, the CVB shall not be relieved of liability by the City by virtue of any breach of the Contract by the CVB, and the City may withhold any payments to the CVB for the purpose of setoff until such time as the exact amount of damages due the City from the CVB is determined.

**910.** Contract Representatives

- A. The CVB's contact person for this Contract shall be the **CVB Board Chairman until such time as the CVB Board has employed an CVB's President Executive Director at which time the Executive Director will take over as the contact person** ~~the President's duly authorized designee.~~
- B. The City's contact person for this Contract shall be the City Manager or the City Manager's duly authorized designee.

**1011.** Availability of Documents for Inspection

- A. All CVB documents and reports pertaining shall be available for inspection by the City Manager or the City Manager's duly authorized designee.
- B. The CVB shall maintain records in such a manner as to enable the City and/or the City's auditors to audit the expenditures for compliance with this Contract during regular City business hours.

**1112.** Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

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

\_\_\_\_\_  
Mayor

OAK RIDGE CONVENTION AND VISITORS  
BUREAU

\_\_\_\_\_  
\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman of the **CVB** Board

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

**RESOLUTION**

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 (FY2015) IN AN AMOUNT NOT TO EXCEED \$\_\_\_\_\_.

WHEREAS, the Oak Ridge Convention and Visitors Bureau (CVB) has submitted a contract for tourism promotion in Oak Ridge for City Council's consideration; and

WHEREAS, City Council hereby accepts the scope of work and principles as submitted by the CVB with said contract being modified to conform to the City's contractual requirements and to include the updated provisions recommended by the City Attorney.

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

That the City is hereby authorized to enter into a contract with the Oak Ridge Convention and Visitors Bureau for the provision of services and materials to promote tourism in Oak Ridge for the period July 1, 2014 through June 30, 2015, is hereby approved; said contract in an amount not to exceed \$\_\_\_\_\_.

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

This the 21st day of July 2014.

APPROVED AS TO FORM AND LEGALITY:

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

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

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

**RESOLUTION**

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 (FY2015) IN AN AMOUNT NOT TO EXCEED \$275,000.00.

WHEREAS, the City of Oak Ridge has heretofore approved certain appropriations for FY2015 for the Oak Ridge Convention and Visitors Bureau; and

WHEREAS, the City and the Oak Ridge Convention and Visitors Bureau desire to enter into a contract to set forth the responsibilities and obligations of the parties and to provide measures of performance and accountability for the funds so appropriated; and

WHEREAS, the City Manager has provided a contract for said services, which contract City Council hereby accepts.

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

That the City is hereby authorized to enter into a contract with the Oak Ridge Convention and Visitors Bureau for the provision of services and materials to promote tourism in Oak Ridge for the period July 1, 2014 through June 30, 2015, is hereby approved; said contract in an amount not to exceed \$275,000.00.

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

This the 21st day of July 2014.

APPROVED AS TO FORM AND LEGALITY:

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

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

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

**RESOLUTION**

A RESOLUTION APPROVING A SHORT-TERM CONTRACT BETWEEN THE CITY AND THE OAK RIDGE CONVENTION AND VISITORS BUREAU (CVB) FOR THE PROVISION OF SERVICES AND MATERIALS TO PROMOTE TOURISM IN OAK RIDGE THROUGH SEPTEMBER 30, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00, AND DIRECTING THE CITY MANAGER TO DEVELOP A TRANSITION PLAN TO TAKE CVB OPERATIONS IN-HOUSE.

WHEREAS, the City of Oak Ridge has heretofore approved certain appropriations for FY2015 for the Oak Ridge Convention and Visitors Bureau (CVB); and

WHEREAS, the City Manager is hereby directed to develop a transition plan to take CVB operations in-house; and

WHEREAS, the City and the CVB desire to enter into a short-term contract to set forth the responsibilities and obligations of the parties and to provide measures of performance and accountability during the transition period.

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

That the City is hereby authorized to enter into a contract with the Oak Ridge Convention and Visitors Bureau for the provision of services and materials to promote tourism in Oak Ridge for the period July 1, 2014 through September 30, 2014, in an amount not to exceed \$75,000.00.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to develop a transition plan to take CVB operations in-house.

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

This the 21st day of July 2014.

APPROVED AS TO FORM AND LEGALITY:

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

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

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

**FINAL ADOPTION  
OF  
ORDINANCES**

CITY COUNCIL MEMORANDUM  
14-23

DATE: July 7, 2014  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: REVISED APPROPRIATION TO THE GENERAL PURPOSE SCHOOL FUND AND  
THE WEST END FUND

Introduction:

An item for City Council's consideration is first reading of an ordinance amending the FY 2015 Budget appropriations to the General Purpose School Fund and the West End Fund.

Funding:

The City Manager and the Finance Director have reviewed the financial impacts of the proposed changes and concur with a finding that the FY 2015 Budget can be sustained at the same tax level and revenue projection level as identified at budget adoption.

Background:

Pursuant to action by the Council at its June 16, 2014 meeting that established a tax rate of \$2.39 for the FY 2015 year, the Oak Ridge Board of Education has reviewed its previously recommended budget and reduced its scope to conform with approved dollars by the Oak Ridge City Council. The Board of Education has recommended a change of [-\$7,251,430] to a new budget of \$55,588,127.

Additionally, subsequent to June 16, 2014, the West End Fire Service Budget has an adjustment of [+\$132,412] to a revised budgeted expenditure amount of \$2,729,522. The adjustment is for additional services provided by the Department in the form of building maintenance and for escort services to restricted areas of the site. The additional funding will be supported by DOE dollars as renegotiated through our West End contract.

A public hearing will be held in conjunction with approval of the attached ordinance. The ordinance will also need to be approved on a second reading scheduled for a special meeting at least one week later. Urgency is requested to meet State of Tennessee deadlines and requirements for our Oak Ridge Schools.

Recommendation:

Approval of the attached ordinance is recommended.

  
\_\_\_\_\_  
Mark W. Watson

Attachment

**FINANCE DEPARTMENT MEMORANDUM**  
**14-15**

DATE: July 17, 2014  
TO: Mark S. Watson, City Manager  
FROM: Janice E. McGinnis, Finance Director  
SUBJECT: Budget Summary Schedules

Attached are two Combined Summary of Revenues, Expenditures and Changes in Fund Balance/Net Position for All Funds related to the fiscal 2015 budget. The Summary dated June 16, 2014 correlates to the fiscal 2015 budget appropriation ordinance adopted by City Council at second reading on June 16, 2014. The Summary identified as Proposed Amendment correlates to the fiscal 2015 budget appropriation ordinance amendment that has passed first reading by City Council on July 14, 2014 and will be considered for second reading by City Council on July 21, 2014.

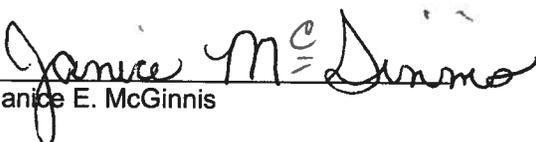
The differences in the fiscal 2015 budget appropriation ordinance as adopted by City Council on June 16, 2014 and the proposed budget ordinance amendment currently being deliberated by City Council is as follows:

General Purpose School Fund total appropriation reduced from \$62,839,557 to \$55,588,127,  
a reduction of \$7,251,430

West End Fund total appropriation increased from \$2,597,110 to \$2,729,522,  
an increase of \$132,412

The Oak Ridge Schools had requested operation funding of \$17,923,194 for fiscal 2015, which resulted in a proposed fiscal 2015 budget property tax rate of \$2.76. Actions by City Council during deliberations of the budget appropriation ordinance adopted by City Council at second reading on June 16, 2014, included establishing the City's operational funding for the Oak Ridge Schools at \$14,629,302 and setting the property tax rate at \$2.39. On June 23, 2014, the Oak Ridge School Board reviewed and approved a fiscal 2015 school budget that reflects an operating transfer from the City of \$14,629,302 and reduces the total appropriation from the original amount \$62,839,557 to \$55,588,127. The Summary identified as Proposed Amendment reflects the \$55,588,127 appropriation being requested by the Oak Ridge Schools in the General Purpose School Fund. The City's operational transfer to the Schools remains at \$14,629,302 and the property tax rate remains at \$2.39.

On July 14, 2014, City Council adopted a resolution approving the modification to the Memorandum of Agreement (MOA) for Fire Protection and Emergency Response at East Tennessee Technology Park, dated September 11, 2011 revising the responsibility for janitorial, maintenance, and utilities for building K-1652 and Q-cleared escorts for public works when required. The MOA revision will provide an additional \$132,412 per year from DOE to the City to fund services as outlined in Fire Department Headquarters Memorandum HQ-14-12 that was included in the July 14, 2014 City Council agenda packet. The amendment to the 2015 budget appropriation ordinance that is currently being deliberated by City Council reflects an increase in the total appropriation of the West End Fund of \$132,412 from \$2,597,110 to \$2,729,522 for expenditures related to the additional functions being assumed by the City and funded by DOE.

  
Janice E. McGinnis

**COMBINED SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE/NET POSITION  
FISCAL YEAR 2015 - ALL FUNDS - June 16, 2014**

	SPECIAL REVENUE FUNDS										ENTERPRISE FUNDS				Total All Funds	
	General	General Purpose School	Drug Enforcement Program	State Street Aid	Streets & Transportation	Grant	Solid Waste	Golf Course	West End	Special Programs Fund	Debt Service	Capital Projects	Electric	Waterworks		Emergency Communications
<b>REVENUES:</b>																
Taxes	33,431,268	13,279,225	-	-	-	-	-	-	-	-	1,806,020	-	-	-	-	48,516,513
Licenses & Permits	230,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230,000
Intergovernmental	3,392,000	23,652,217	40,000	755,000	200,125	3,370,252	-	-	-	892,732	998,687	-	-	390,728	33,691,741	
Charges for Services	312,568	304,000	-	-	-	-	1,004,000	-	-	-	-	54,604,943	22,732,602	100,000	79,058,113	
Fines & Forfeitures	376,000	-	45,000	-	-	-	-	-	-	15,000	-	-	-	-	436,000	
Other	547,286	7,388,421	1,750	200	50	-	-	1,113,404	2,442,198	-	2,000	968,274	202,758	1,400	12,676,741	
<b>Total Revenues</b>	<b>38,289,122</b>	<b>44,623,863</b>	<b>86,750</b>	<b>755,200</b>	<b>200,175</b>	<b>3,370,252</b>	<b>1,004,000</b>	<b>1,113,404</b>	<b>2,442,198</b>	<b>15,000</b>	<b>2,707,752</b>	<b>1,000,687</b>	<b>55,573,217</b>	<b>22,935,360</b>	<b>492,128</b>	<b>174,609,108</b>
<b>EXPENDITURES:</b>																
General Government	1,921,015	-	-	-	-	164,619	-	-	-	-	-	-	-	-	-	2,085,634
Police	6,419,976	-	255,200	-	-	220,000	-	-	-	-	-	-	-	-	-	6,895,176
Fire	4,229,674	-	-	-	-	221,230	-	-	2,597,110	-	-	-	-	-	-	7,048,014
Public Works	2,232,508	-	-	731,000	-	300,000	2,704,000	-	-	-	-	-	-	-	-	5,967,508
Community Development	1,209,277	-	-	-	260,000	1,252,339	-	-	-	-	-	-	-	-	-	2,721,616
Recreation & Parks	3,133,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,133,200
Library	1,371,860	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	1,471,860
Other Activities	-	-	-	-	-	1,200,000	-	-	-	830,000	-	-	-	565,218	2,595,218	
Education	-	62,839,557	-	-	-	-	-	-	-	-	-	-	-	-	-	62,839,557
Capital Outlay	-	-	-	1,490,000	-	-	-	-	-	-	2,797,272	-	-	-	-	4,287,272
Debt Service	-	-	-	-	-	95,000	-	-	-	8,000,000	-	-	-	-	-	8,095,000
Golf Operations	-	-	-	-	-	-	-	1,292,112	-	-	-	-	-	-	-	1,292,112
Utility Funds	-	-	-	-	-	-	-	-	-	-	-	53,217,523	21,195,931	-	-	74,413,454
<b>Total Expenditures</b>	<b>20,517,510</b>	<b>62,839,557</b>	<b>255,200</b>	<b>2,221,000</b>	<b>260,000</b>	<b>3,553,188</b>	<b>2,704,000</b>	<b>1,292,112</b>	<b>2,597,110</b>	<b>830,000</b>	<b>8,000,000</b>	<b>2,797,272</b>	<b>53,217,523</b>	<b>21,195,931</b>	<b>565,218</b>	<b>182,845,621</b>
Excess (Deficiency) of Revenues over Expenditures	17,771,612	(18,215,694)	(168,450)	(1,465,800)	(59,825)	(182,936)	(1,700,000)	(178,708)	(154,912)	(815,000)	(5,292,248)	(1,796,585)	2,355,694	1,739,429	(73,090)	(8,236,513)
<b>OTHER FINANCING SOURCES (USES):</b>																
Private Sources	-	-	-	-	-	-	-	-	-	-	511,863	-	-	-	-	511,863
Contingency	-	-	-	-	-	-	-	-	-	-	182,207	500,000	-	-	-	682,207
Transfers In	3,090,875	14,629,302	-	700,000	60,000	182,936	1,700,000	-	-	-	3,545,000	700,000	-	-	-	24,608,113
Transfers Out	(21,167,238)	-	-	-	-	-	-	-	-	-	(350,000)	-	(1,495,875)	(1,595,000)	-	(24,608,113)
<b>Total Other Financing Sources (Uses)</b>	<b>(18,076,363)</b>	<b>14,629,302</b>	<b>-</b>	<b>700,000</b>	<b>60,000</b>	<b>182,936</b>	<b>1,700,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,889,070</b>	<b>1,200,000</b>	<b>(1,495,875)</b>	<b>(1,595,000)</b>	<b>-</b>	<b>1,194,070</b>
Excess (Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(304,751)	(3,586,392)	(168,450)	(765,800)	175	-	-	(178,708)	(154,912)	(815,000)	(1,403,178)	(596,585)	859,819	144,429	(73,090)	(7,042,443)
<b>ESTIMATED FUND BAL NET POSITION 7/1/14</b>	<b>7,659,292</b>	<b>3,363,103</b>	<b>217,228</b>	<b>980,060</b>	<b>73,904</b>	<b>112,877</b>	<b>-</b>	<b>656,331</b>	<b>193,286</b>	<b>889,598</b>	<b>10,091,313</b>	<b>1,660,627</b>	<b>33,263,414</b>	<b>53,402,886</b>	<b>1,306,113</b>	<b>113,870,032</b>
Waterworks Interfund Loan Repayment	238,095	-	-	-	-	-	-	-	-	-	-	-	-	-	-	238,095
<b>ESTIMATED FUND BAL /NET POSITION 6/30/15</b>	<b>7,592,636</b>	<b>(223,289)</b>	<b>48,778</b>	<b>214,260</b>	<b>74,079</b>	<b>112,877</b>	<b>-</b>	<b>477,623</b>	<b>38,374</b>	<b>74,598</b>	<b>8,688,135</b>	<b>1,064,042</b>	<b>34,123,233</b>	<b>53,547,315</b>	<b>1,233,023</b>	<b>107,065,684</b>

**COMBINED SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE/NET POSITION  
FISCAL YEAR 2015 - ALL FUNDS - Proposed Amendment**

	SPECIAL REVENUE FUNDS										ENTERPRISE FUNDS				Total All Funds	
	General	General Purpose School	Drug Enforcement Program	State Street Aid	Streets & Transpor- tation	Grant	Solid Waste	Golf Course	West End	Special Programs Fund	Debt Service	Capital Projects	Electric	Waterworks		Emergency Communi- cations
<b>REVENUES:</b>																
Taxes	33,431,268	13,450,055	-	-	-	-	-	-	-	-	1,806,020	-	-	-	-	48,687,343
Licenses & Permits	230,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	230,000
Intergovernmental	3,392,000	23,709,217	40,000	755,000	200,125	3,370,252	-	-	-	892,732	998,687	-	-	390,728	33,748,741	
Charges for Services	312,568	304,000	-	-	-	-	1,004,000	-	-	-	-	54,604,943	22,732,602	100,000	79,058,113	
Fines & Forfeitures	376,000	-	45,000	-	-	-	-	-	-	-	-	-	-	-	436,000	
Other	547,286	2,788,673	1,750	200	50	-	-	1,113,404	2,574,610	-	2,000	968,274	202,758	1,400	8,209,405	
<b>Total Revenues</b>	<b>38,289,122</b>	<b>40,251,945</b>	<b>86,750</b>	<b>755,200</b>	<b>200,175</b>	<b>3,370,252</b>	<b>1,004,000</b>	<b>1,113,404</b>	<b>2,574,610</b>	<b>15,000</b>	<b>2,707,752</b>	<b>1,000,687</b>	<b>55,573,217</b>	<b>22,935,360</b>	<b>492,128</b>	<b>170,369,602</b>
<b>EXPENDITURES:</b>																
General Government	1,921,015	-	-	-	-	164,619	-	-	-	-	-	-	-	-	-	2,085,634
Police	6,419,976	-	255,200	-	-	220,000	-	-	-	-	-	-	-	-	-	6,895,176
Fire	4,229,674	-	-	-	-	221,230	-	-	2,729,522	-	-	-	-	-	-	7,180,426
Public Works	2,232,508	-	-	731,000	-	300,000	2,704,000	-	-	-	-	-	-	-	-	5,967,508
Community Development	1,209,277	-	-	-	260,000	1,252,339	-	-	-	-	-	-	-	-	-	2,721,616
Recreation & Parks	3,133,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,133,200
Library	1,371,860	-	-	-	-	100,000	-	-	-	-	-	-	-	-	-	1,471,860
Other Activities	-	-	-	-	-	1,200,000	-	-	-	830,000	-	-	-	565,218	2,595,218	
Education	-	55,588,127	-	-	-	-	-	-	-	-	-	-	-	-	-	55,588,127
Capital Outlay	-	-	-	1,490,000	-	-	-	-	-	-	2,797,272	-	-	-	-	4,287,272
Debt Service	-	-	-	-	-	95,000	-	-	-	8,000,000	-	-	-	-	-	8,095,000
Golf Operations	-	-	-	-	-	-	-	1,292,112	-	-	-	-	-	-	-	1,292,112
Utility Funds	-	-	-	-	-	-	-	-	-	-	-	53,217,523	21,195,931	-	-	74,413,454
<b>Total Expenditures</b>	<b>20,517,510</b>	<b>55,588,127</b>	<b>255,200</b>	<b>2,221,000</b>	<b>260,000</b>	<b>3,553,188</b>	<b>2,704,000</b>	<b>1,292,112</b>	<b>2,729,522</b>	<b>830,000</b>	<b>8,000,000</b>	<b>2,797,272</b>	<b>53,217,523</b>	<b>21,195,931</b>	<b>565,218</b>	<b>175,726,603</b>
Excess (Deficiency) of Revenues over Expenditures	17,771,612	(15,336,182)	(168,450)	(1,465,800)	(59,825)	(182,936)	(1,700,000)	(178,708)	(154,912)	(815,000)	(5,292,248)	(1,796,585)	2,355,694	1,739,429	(73,090)	(5,357,001)
<b>OTHER FINANCING SOURCES (USES):</b>																
Private Sources	-	-	-	-	-	-	-	-	-	-	511,863	-	-	-	-	511,863
Contingency	-	-	-	-	-	-	-	-	-	-	182,207	500,000	-	-	-	682,207
Transfers In	3,090,875	14,629,302	-	700,000	60,000	182,936	1,700,000	-	-	-	3,545,000	700,000	-	-	-	24,608,113
Transfers Out	(21,167,238)	-	-	-	-	-	-	-	-	-	(350,000)	-	(1,495,875)	(1,595,000)	-	(24,608,113)
<b>Total Other Financing Sources (Uses)</b>	<b>(18,076,363)</b>	<b>14,629,302</b>	<b>-</b>	<b>700,000</b>	<b>60,000</b>	<b>182,936</b>	<b>1,700,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,889,070</b>	<b>1,200,000</b>	<b>(1,495,875)</b>	<b>(1,595,000)</b>	<b>-</b>	<b>1,194,070</b>
Excess (Deficiency) of Revenues and Other Sources over Expenditures and Other Uses	(304,751)	(706,880)	(168,450)	(765,800)	175	-	-	(178,708)	(154,912)	(815,000)	(1,403,178)	(596,585)	859,819	144,429	(73,090)	(4,162,931)
<b>ESTIMATED FUND BAL NET POSITION 7/1/14</b>	<b>7,659,292</b>	<b>3,363,103</b>	<b>217,228</b>	<b>980,060</b>	<b>73,904</b>	<b>112,877</b>	<b>-</b>	<b>656,331</b>	<b>193,286</b>	<b>889,598</b>	<b>10,091,313</b>	<b>1,660,627</b>	<b>33,263,414</b>	<b>53,402,886</b>	<b>1,306,113</b>	<b>113,870,032</b>
Waterworks Interfund Loan Repayment	238,095	-	-	-	-	-	-	-	-	-	-	-	-	-	-	238,095
<b>ESTIMATED FUND BAL /NET POSITION 6/30/15</b>	<b>7,592,636</b>	<b>2,656,223</b>	<b>48,778</b>	<b>214,260</b>	<b>74,079</b>	<b>112,877</b>	<b>-</b>	<b>477,623</b>	<b>38,374</b>	<b>74,598</b>	<b>8,688,135</b>	<b>1,064,042</b>	<b>34,123,233</b>	<b>53,547,315</b>	<b>1,233,023</b>	<b>109,945,196</b>

**TITLE**

AN ORDINANCE TO AMEND ORDINANCE NO. 06-2014, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, BY AMENDING SAID APPROPRIATIONS.

WHEREAS, there exists a need to provide for two (2) amendments to the original appropriations for Fiscal Year 2015 and for the accomplishment of the same, a public hearing has been held before the City Council after ten (10) days' notice thereof published in The Oak Ridger, the official newspaper, as provided by law; and

WHEREAS, the Oak Ridge Board of Education amended their FY2015 budget and the amendment is to reflect the School's adopted, revised appropriation to the General Purpose School Fund for \$ 55,588,127 and

WHEREAS, a modification occurred to the City's Memorandum of Agreement (MOA) for Fire Protection and Emergency Response at East Tennessee Technology Park, dated September 11, 2011 during FY2015 revising the responsibility for janitorial, maintenance, and utilities for building K-1652 which is reflected in the amended West End Fund; and

WHEREAS, the City Manager has certified in writing that a sufficient amount of unappropriated revenue will be available for the needed amendment.

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

Section 1. Ordinance No. 06-2014, which adopts appropriations for Fiscal Year 2015, is hereby amended by revising Section 3 so that the same, as revised, will read as follows:

Section 3. In accordance with Article V, Section 13, of the Charter of the City of Oak Ridge, the following amounts shall be and hereby are adopted as appropriations by funds for the operation of the City of Oak Ridge, Tennessee, for Fiscal Year 2015:

General Fund, Municipal Operations	\$ 20,517,510
Debt Service (Bond and Interest Redemption Fund)	\$ 8,000,000
State Street Aid Fund	\$ 2,221,000
Streets and Public Transportation Fund	\$ 260,000
Drug Enforcement Program Fund	\$ 255,200
Grant Fund	\$ 3,553,188
General Purpose School Fund	\$ 55,588,127
Golf Course Fund	\$ 1,292,112
Capital Projects Fund	\$ 2,797,272
Solid Waste Fund	\$ 2,704,000
West End Fund	\$ 2,729,522
Special Programs Fund	\$ 830,000

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

APPROVED AS TO FORM AND LEGALITY:

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

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

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

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