



**OAK RIDGE CITY COUNCIL
REGULAR MEETING**

Municipal Building Courtroom

May 13, 2024 - 7:00 PM

AGENDA

I. INVOCATION

- a. Pastor Rosy Rivera, Grace Lutheran Church

II. PLEDGE OF ALLEGIANCE

- a. Members of the Atomic City Aquatic Club

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS

- a. Recognition of Tom Pessemier as the New Deputy City Manager
- b. A Proclamation Honoring Johnny Moore on the Occasion of his Retirement as the Federal Manager of Oak Ridge National Laboratory
[Proclamation - Johnny Moore Retirement.doc](#)
- c. A Proclamation Designating May 12-18, 2024 as Police Week and May 15, 2024 as Police Memorial Day
[Police_Day__Week_Proclamation_-_2024.doc](#)
- d. A Proclamation Designating May 19-25, 2024 as Public Works Week
[Public Works Week Proclamation.doc](#)

V. ELECTIONS/APPOINTMENTS

- a. [Elections to Fill Additional Vacancies on City Boards/Commissions
Elections Packet 5-13-24.pdf](#)

VI. SPECIAL REPORTS

- a. FY2023 Audit Report - Julie Hayes, Coulter & Justus
- b. [City Attorney Evaluation Committee Report and Recommendation
Committee Recommendation - May 1 2024.pdf
CITY ATTORNEY EVALUATION SUMMARY - APRIL 2024.pdf
Resolution - City Attorney Employment Agreement Amendment.docx](#)

VII. CONSENT AGENDA

- a. [April 8, 2024 Regular Meeting Minutes](#)
[April 8, 2024 Regular Meeting Minutes.docx](#)
- b. [A Resolution to Transfer Property at 107 Jellico Lane \(Parcel# 0991 E 010.00\) to the Oak Ridge Land Bank](#)
[107 Jellico Ln Parcel Map](#)
[Resolution - Land Bank Property Transfer - 107 Jellico Lane.docx](#)
- c. [A Resolution to Award the Annual Maintenance Services Contract for the Police Department's Motorola Flex Computer Aided Dispatch and Records Management System to Motorola Solutions, Inc.](#)
[Motorola Solutions - Flex CAD RMS Annual Maintenance Services - Invoice.pdf](#)
[Resolution - Motorola Software Maintenance for ORPD.docx](#)
- d. [FY2025 Chlorine Purchase for the Outdoor Pool](#)
[RFQ 180720 Abstract Pulsar Briquettes.pdf](#)
[Resolution - Chlorine Purchase for Outdoor Pool.docx](#)
- e. [An Amendment to the Purchase of Four Vehicles for the Recreation & Parks Department.](#)
[Resolution 4-38-2023 - Recreation and Parks Vehicle Purchase.pdf](#)
[2024 super cabs.pdf](#)
[Resolution - Amend Resolution 4-38-2023 - Vehicle Purchase.docx](#)
- f. [State Highway Maintenance Contract FY24](#)
[Oak Ridge CMA 2024.pdf](#)
[Resolution - TDOT - State Highway Maintenance Contract FY 2025.docx](#)
- g. [Tennessee Emergency Management Agency/Military Department Grant](#)
[City of Oak Ridge DOE 2024 REV.pdf](#)
[Resolution - TEMA Grant.docx](#)
- h. [A Resolution Authorizing the City to Apply for, and Accept if Awarded, Environmental Protection Agency \(EPA\) Community Project Grant Funds in an Amount up to \\$12,090,000.00 to be used for the Supervisory Control and Data Acquisition \(SCADA\) system for the New Water Treatment Plant and Replacement of Legacy Water Lines and Valves, With Matching Funds Provided from the Waterworks Fund.](#)
[Resolution - EPA Community Project Grant - SCADA.docx](#)
- i. [Unclaimed Property](#)
[Resolution - Unclaimed Property.docx](#)
- j. [Janitorial and Day Porter Services Contract Increase for Building K-1225](#)
[Resolution 11-137-2023 - Duncan and Sons.pdf](#)
[Resolution - Amend Resolution 11-137-2023 - Janitorial and Day Porter Services for Building K-1225.docx](#)

VIII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

IX. FINAL ADOPTION OF ORDINANCES

- a. [Planned Unit Development Preliminary Master Plan/Rezoning Request: Scarboro Community Redevelopment Project](#)
[PUD Preliminary Master Plan Drawing.pdf](#)
[Scarboro Rezoning Map.pdf](#)
[Site Survey.pdf](#)

Scarboro Planned Unit Development - General Information.pdf
Rezoning_Ordinance_-_Carver_and_S._Dillard_-_
_ORHA_s_Redevlopment_Project_in_Scarboro_Community.docx

- b. Charter Review Committee - Proposed Modification to City Charter (Article I, Section 4, Nonpartisan City Elections)
Memo to Council from Charter Review Committee - Signed.pdf
City Charter Article 1 Section 4.pdf
Tennessee Code Annotated 49-2-201.pdf
Ordinance_-_Charter_Amendment_-_Elections.docx
- c. Infrastructure Acceptance: Portion of W Rarity Ridge Parkway, Preserve at Clinch River Subarea L
Infrastructure Acceptance Map-West Rarity Ridge Parkway - The Preserve at Clinch River, Phase 1, Subarea L.pdf
Ordinance_-_Preserve_at_Clinch_River_-_
_Infrastructure_Acceptance_for_Portion_of_W._Rarity_Parkway.docx

X. RESOLUTIONS

- a. A Resolution Authorizing the Purchase of CSA UtiliSuite Mapping and Staking Software
UtiliSuite Proposal.pdf
CSA vs Partner Comparison.pdf
Resolution - Software for Electric - CSA UtiliSuite Mapping and Staking.docx
- b. Scarboro Road Resurfacing
COR - Scarboro Road Paving Quote (Rogers Group Inc).pdf
Resolution - Scarboro Road Resurfacing (Rogers Group, Inc).docx
- c. Converse Lane Storm Drain Replacement
Converse LN C-1.pdf
FY2024-121 Abstract Converse Lane Storm Drain Pipe Replacement.pdf
Resolution -Rogers Group - Converse Ln Storm Drain Replacement.docx
- d. Emory Valley Road Storm Drain Replacement
Emory Valley RD C-1.pdf
FY2024-122 Abstract Emory Valley Waterline Improvement.pdf
Resolution - Brabston Trucking Inc - Emory Valley Rd Storm Drain Replacement Project.docx
- e. Tennessee Avenue Waterline Improvement and Michigan Avenue Storm Drain Replacement
TN & Mich AVE 2-5.pdf
FY2024-123 West Tennessee Avenue Watreline Improvement.pdf
Resolution - Brabston Trucking Inc - W. TN Ave Waterline and Storm Drain Pipe Replacement Project.docx
- f. Purchase of Water Plant Generator
RFQ 180772 Abstract Diesel Engine Generator Set.pdf
Resolution - Generator for Water Plant.docx
- g. Amendment to Resolution 12-108-2020 for Engineering Services for the Rehabilitation of the Three Million Gallon Water Reservoir
Resolution 12-108-2020 - CTI Engineers - 3MG Reservoir.pdf
Berge Letter FY2021-075 Amendment.pdf
Resolution - Amend Resolution12-108-2020 - CTI Engineers - Rehab 3MG Water

[Reservoir.docx](#)

- h. [Installation of ADA Ramp at Municipal Building
20250331_Bidder_FMSylvan, Inc. Address; 2719 Byington Solway Rd.pdf
Resolution - Contract for ADA Ramp for Municipal Building.docx](#)
- i. [American Recovery Plan Act Allocation Plan
Resolution - ARPA Project Priorities.docx
ARPA Funding and Proposed Projects.pdf](#)

XI. APPEARANCE OF CITIZENS

ALL CITIZENS ARE GIVEN 3 MINUTES

XII. ANNOUNCEMENTS AND SCHEDULING

XIII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

XIV. SUMMARY OF CURRENT EVENTS

- a. CITY MANAGER'S REPORT
- b. CITY ATTORNEY'S REPORT

XV. ADJOURNMENT

PROCLAMATION

WHEREAS, Oak Ridge is home to the Oak Ridge National Laboratory, which is the premier research institution, pursuing breakthroughs in cutting edge scientific discovery that benefit the entire nation; and

WHEREAS, Johnny O. Moore is retiring after having been the federal manager at the Oak Ridge National Laboratory site for seventeen years; and

whereas, Mr. Moore has faithfully served his nation and his state for forty years, rising to the highest level of civilian federal service, the Federal Executive Service; and

whereas, Mr. Moore, as a senior government official, has received numerous awards of distinction, culminating in the honor of a Presidential Rank Award, all during his tenure in Oak Ridge; and

WHEREAS, Mr. Moore led the unprecedented growth and advancement of several United States Department of Energy missions in Oak Ridge during his tenure, resulting in substantial economic growth and prosperity in Oak Ridge and throughout the state of Tennessee; and

WHEREAS, Mr. Moore ensured that highly complex Department of Energy operations in Tennessee were carried out in a manner that prioritized the health, safety, and welfare of the citizens of Oak Ridge and our surrounding areas; and

WHEREAS, Mr. Moore distinguished himself as a champion of science education and led efforts to recruit, develop and employ in Oak Ridge, the next generation of researchers who will help solve our greatest scientific challenges; and

WHEREAS, Mr. Moore set a profound example for others to follow in partnering with the City of Oak Ridge in our efforts to make Oak Ridge a destination of choice; and

WHEREAS, Mr. Moore is a leader of whom Oak Ridge is most proud, and he should be recognized for his outstanding and noteworthy career as a public servant.

NOW, THEREFORE, BE IT RESOLVED by the council OF THE CITY OF OAK RIDGE, TENNESSEE, that in recognition of his distinguished contributions to the Oak Ridge community, the City of Oak Ridge hereby pays tribute to

Johnny Moore

on the occasion of his retirement and celebrates his numerous accomplishments and contributions to Oak Ridge and to our nation.

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 13th day of May in the year 2024.

Warren L. Gooch, mayor

PROCLAMATION

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

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

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

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

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

WHEREAS, the Police Department plans to hold an in-person memorial service at 9:00 a.m. on May 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the week of May 12 - 18, 2024 be proclaimed

POLICE WEEK

in the City of Oak Ridge, Tennessee, and that all citizens observe this week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities; and

BE IT FURTHER RESOLVED that Wednesday, May 15, 2024 be proclaimed

POLICE MEMORIAL DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 13th day of May in the year 2024.

Warren L. Gooch, Mayor

PROCLAMATION

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, since 1960, the American Public Works Association has sponsored National Public Works Week; and

WHEREAS, this year's theme is "Advancing Quality of Life for All," highlighting how public works professionals contribute to and enhance the quality of life in the communities they serve; and

WHEREAS, the support and education of an informed citizenry is vital to the efficient operations of Public Works divisions and facilities, such as water distribution, sewer collection, water and wastewater treatment, streets, sidewalks, storm drains, stormwater management, public buildings, snow removal, fleet maintenance, and many other public services; and

WHEREAS, the health, safety, and comfort of our community depends greatly on these services; and

WHEREAS, the efficiency and dedication of all Public Works Department personnel is directly and indirectly influenced by the citizenry's attitude toward and understanding of the importance of the work they perform daily.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that the week of May 19-25, 2024 be proclaimed

Public Works Week

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to acquaint themselves with the issues involved in providing our City's public works and to recognize the contributions made by our Public Works personnel every day to ensure a healthy, safe, and comfortable quality of life for all citizens of Oak Ridge.

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 13th day of May in the year 2024.

Warren L. Gooch, Mayor

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Beth Hickman , City Clerk
SUBJECT: Elections to Fill Additional Vacancies on City Boards/Commissions

Introduction

During the May 13, 2024 meeting, City Council will elect representatives to fill additional vacancies on City Boards and Commissions.

Funding

No funding is associated with this request.

Background

The recruitment process for City Boards and Commissions has continued into April, with vacancies remaining for the Anderson County Economic Development Association Board, Oak Ridge Convention and Visitors Bureau/Explore Oak Ridge Hotel Representative and one at-large position, Environmental Quality Advisory Board, Industrial Development Board and the Trade Licensing Board.

One application was received for the Hotel Representative position. One application was received for two vacancies on the Environmental Quality Advisory Board, and one application was received for one vacancy on the Trade Licensing Board. In these cases, City Council may fill these vacancies by acclamation.

Applications will remain open for one position on the Environmental Quality Advisory Board and will be advertised when applications open for the Youth Advisory Board and student representative positions later this month.

Recommendation

Elect one (1) representative to the Anderson County Economic Development Association Board of Directors for a four-year term ending on December 21, 2027.

Elect one (1) Hotel representative to the Convention and Visitors' Bureau/Explore Oak Ridge Board of Directors for the balance of an unexpired term ending on December 31, 2024.

Elect one (1) At-Large representative to the Convention and Visitors' Bureau/Explore Oak Ridge Board of Directors for the balance of an unexpired term ending on December 31, 2024.

Elect one (1) representative to the Environmental Quality Advisory Board for either the balance of an unexpired term ending on December 31, 2024, or the balance of an unexpired term ending on December 31, 2025.

Elect one (1) representative to the Industrial Development Board for the balance of an unexpired term ending on December 31, 2025.

Elect one (1) representative to the Trade Licensing Board for the balance of an unexpired term ending on December 31, 2025..

Attachments:

[Elections Packet 5-13-24.pdf](#)

ELECTIONS PACKET

MAY 13, 2024

ANDERSON COUNTY ECONOMIC DEVELOPMENT ASSOCIATION

Vacancies – 1

Term of Office – 4 years ending on
December 31, 2027

Applicants

Sean Gleason

Jake Martin – 2nd Preference

Pam Moody – 1st Preference



Tuesday, April 9, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Sean Gleason
Address 138 Center Park Lane
oak ridge, AL, 37830
United States
Cell Phone (202) 309-6206
E-mail sean.gleason@ib3global.com

CAREER INFORMATION

Retired: No
Current employer IB3 Global Solutions
Current position/title President & CEO

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Anderson County Economic Development Association

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Current Member of Oak Ridge City Council
ETEC Board Member
Folds of Honor Tennessee Executive Board Member
Former Oak Ridge Industrial Development Board Member

Tennessee Valley Corridor Board Member (TN-03) Representative
Oak Ridge City Representative to Knoxville Transportation Planning Organization

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

To synchronize economic development activities

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

I feel that most impactful role I can support during my tenure is the advocacy for partnership and economic development.

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)

A handwritten signature in black ink, appearing to be the initials 'DL' with a stylized flourish.

Signing Date

Monday, April 1, 2024



2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Jake Martin

Address 118 Canterbury Rd
Oakridge, TN, 378308657407261
United States

Home Phone (865) 740-7261

Cell Phone (865) 740-7261

E-mail jmartin.lewiselectric@gmail.com

CAREER INFORMATION

Retired: No

Current employer Self/Lewis Electric

Current position/title Owner Operator

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Licensed Electrician
Business owner

Multiple Community events

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

Helping Oakridge Community

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

@nd Generation Oakridger, worked for City of Oakridge for over 15 years

Second preference of board or Commission (pick one)

Anderson County Economic Development Association

How many times have you previously applied to this board? 0

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Friday, March 22, 2024



Friday, May 3, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Pam Moody

Address 120 E Morningside Dr
Oak Ridge, TN, 37830
United States

Home Phone (865) 659-7056

Cell Phone (865) 659-7056

E-mail impammooddy@gmail.com

CAREER INFORMATION

Retired: Yes

Company retired from: Y12

Current employer Fathom Realty

Current position/title Real estate agent

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Anderson County Economic Development Association

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I live in Oak Ridge and Anderson county and would love to see this area grow like it should.

Second preference of board or Commission (pick one)

Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I'm just interested in Oak Ridge growing and being the city that it deserves to be not a subdivision of Knoxville

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

Worked for the Oak Ridge housing Authority years ago

Third preference of board or Commission (pick one)

Industrial Development Board

How many times have you previously applied to this board? 3

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Friday, May 3, 2024

**CONVENTION AND VISITORS'
BUREAU/EXPLORE OAK RIDGE
BOARD OF DIRECTORS
(HOTEL REPRESENTATIVE)**

Vacancies – 1

**Term of Office – Balance of an unexpired term
ending on December 31, 2024**

Applicant

Jane Stabler – Doubletree Hotel



Monday, April 15, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Jane Stabler

Address 123 Nebraska Avenue
Oak Ridge, TN, 37830
United States

Cell Phone (865) 566-4874

E-mail jstabler@cooperhotels.com

CAREER INFORMATION

Retired: No

Current employer DoubleTree by Hilton

Current position/title Director of Food and Beverage

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Leadership Oak Ridge 2024
Volunteer Work at Senior Citizens Center, St. Mary's Food Bank, and Holiday Bureau

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

I would like to be more involved and aware of what is going on with my community and how it affects my professional and personal life.

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

I have lived and worked in Oak Ridge for 14+ years. In my career at the DoubleTree, I am very involved with the groups, conventions, sports teams etc., that come to Oak Ridge.

Second preference of board or Commission (pick one)

Anderson County Economic Development Association

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Leadership Oak Ridge 2024
Volunteer Work at Senior Citizens Center, St. Mary's Food Bank, and Holiday Bureau

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

I would like to be more involved and aware of what is going on with my community and how it affects my professional and personal life.

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

I have lived and worked in Oak Ridge for 14+ years. In my career at the DoubleTree, I am very involved with the groups, conventions, sports teams etc., that come to Oak Ridge.

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Monday, April 15, 2024

**CONVENTION AND VISITORS'
BUREAU/EXPLORE OAK RIDGE
BOARD OF DIRECTORS**

Vacancies – 1

**Term of Office – Balance of an unexpired term
ending on December 31, 2024**

Applicants

Tiffany Cortazzo

Jake Martin – 1st Preference

Pam Moody – 2nd Preference

Shelby Sharpe



Wednesday, April 10, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Tiffany Cortazzo

Address 36 Palisades Pkwy
Oak Ridge , TN, 37830
United States

Home Phone (270) 226-9773

E-mail tiffsaproperty.pro@gmail.com

CAREER INFORMATION

Retired: No

Current employer Park+Alley Real Estate

Current position/title realtor

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

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

I would love the opportunity to showcase and elevate the wonderful city of Oak Ridge. As someone who moved here with our family seven years ago for my husbands job, we were clueless to the rich history and the beautiful places Oak Ridge had to offer. Although I did like the town and community immediately, I did struggle some days to find activities to do. After finding "The Explore Oak Ridge website we immediately

began immersing ourselves in everything Oak Ridge has to offer as well as finding our favorite secret spots and absolutely fell in Love! As a realtor I'm a huge advocate for the school systems in Oak Ridge, the history and preservation of many of the homes in the area, the Melton lake walking trail, and the mom and pop coffee shops and boutiques. I would love to share my passion for the community to others but also would love to brainstorm ideas that would drive people to explore what makes Oak Ridge so amazing and memorable!

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

This is my first time applying to a committee for the city. I felt compelled to apply because of my immense love for the town and the community that encompasses it. I'm hoping my drive to bring and educate people to the area will help overlook the fact that I've never held a position of this nature. If given the opportunity, I would take full advantage of learning what it takes to fill this chair.

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)

A handwritten signature in black ink, appearing to read 'Y. H. S.', written over a light gray signature line.

Signing Date

Tuesday, April 9, 2024



2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Jake Martin

Address 118 Canterbury Rd
Oakridge, TN, 378308657407261
United States

Home Phone (865) 740-7261

Cell Phone (865) 740-7261

E-mail jmartin.lewiselectric@gmail.com

CAREER INFORMATION

Retired: No

Current employer Self/Lewis Electric

Current position/title Owner Operator

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Licensed Electrician
Business owner

Multiple Community events

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

Helping Oakridge Community

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

@nd Generation Oakridger, worked for City of Oakridge for over 15 years

Second preference of board or Commission (pick one)

Anderson County Economic Development Association

How many times have you previously applied to this board? 0

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Friday, March 22, 2024



2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024**.

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Pam Moody

Address 120 E Morningside Dr
Oak Ridge, TN, 37830
United States

Home Phone (865) 659-7056

Cell Phone (865) 659-7056

E-mail impammoody@gmail.com

CAREER INFORMATION

Retired: Yes

Company retired from: Y12

Current employer Fathom Realty

Current position/title Real estate agent

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Anderson County Economic Development Association

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I live in Oak Ridge and Anderson county and would love to see this area grow like it should.

Second preference of board or Commission (pick one)

Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I'm just interested in Oak Ridge growing and being the city that it deserves to be not a subdivision of Knoxville

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

Worked for the Oak Ridge housing Authority years ago

Third preference of board or Commission (pick one)

Industrial Development Board

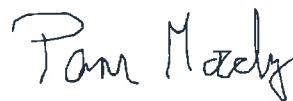
How many times have you previously applied to this board? 3

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Friday, May 3, 2024



Friday, January 26, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Wednesday, January 31, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Shelby Sharpe

Address 790 Emory valley road , Apartment 408
Oak Ridge , Tn, 37830
United States

Cell Phone (865) 771-6224

E-mail shelbyandryan2022@gmail.com

Race (optional) White

CAREER INFORMATION

Retired: No

Company retired from: Stokes Electric Accounting Department

Current employer N/A

Current position/title N/A

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Associate Degree in Contemporary Management. I am currently a mom trying to get involved in the community.

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

To be more involved in the community and for my son to be proud of his mom.

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Thursday, January 25, 2024

ENVIRONMENTAL QUALITY ADVISORY BOARD

Vacancies – 2

Term of Office – Balance of an unexpired term ending on December 31, 2024 and balance of an unexpired term ending on December 31, 2025

Applicant

Trystan Bordeau



Tuesday, April 9, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Trystan Bordeau
Address 117 Normandy Rd
Oak Ridge , TN, 37830
United States
Home Phone (865) 403-9486
E-mail bordeauta@ornl.gov

CAREER INFORMATION

Retired: No
Current employer Oak Ridge National Laboratory/UT-Battelle
Current position/title Associate Ecotoxicology Technician

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Environmental Quality Advisory Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

B.S. Ecology and Evolutionary Biology, University of Tennessee. 2021

MHS. Environmental and Global Health, concentration in One Health, University of Florida. In progress

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

While environmental toxicology and public health are my primary professional focuses, I am also a firm believer in environmentally-focused volunteerism to support underrepresented communities, connecting with local politicians and organizations to promote a sustainable future, and the overall connection between the environment, people, and health.

I believe my background in environmental health and volunteerism would prove to be beneficial for the city of Oak Ridge and its citizens.

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

In 2015-2016 I was a Youth Advisory Board member for the Environmental Quality Advisory Board. I enjoyed my time in this position and, now that I have more experience under my belt, feel I have the needed qualifications and environmental knowledge to advance the interests and goals of this board.

Additionally, I hold a B.S., am pursuing an advanced degree in environmental health, and work as an environmental toxicologist at ORNL. I have experience working closely with stakeholders to plan environmental remediation efforts and am passionate about restoring contaminated Oak Ridge sites to healthy, productive ecosystems.

Second preference of board or Commission (pick one)

Environmental Quality Advisory Board

ADDITIONAL ATTACHMENTS

If interested, you may include a resume, cover letter, or other documents along with your application.



Bordeau_Resume_2024.docx

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Tuesday, April 9, 2024

Trystan A. Bordeau

Associate Ecotoxicologist

✉ bordeauta@ornl.gov ☎ (865) 403-9486 🔗 [linkedin.com/in/tbordeau](https://www.linkedin.com/in/tbordeau)

SUMMARY

Detail oriented ecotoxicologist with formal education in ecology and evolutionary biology and experience ranging from environmental toxicology research and metagenomic sequencing to microbiological testing of filtration systems. Adept at developing new skills and applications in an EPA regulated environment. Focused on continual improvement through proactive problem solving while simultaneously fostering an inclusive and welcoming work environment.

EMPLOYMENT

- Oak Ridge National Laboratory, Associate Ecotoxicology Technician** June 2023 – Present
- Perform ecotoxicological testing using *C. dubia* and Fathead Minnow Larvae to evaluate toxicity of Y-12, ORNL, and other outfalls.
 - Lead investigator studying effects of mercury species (DHg, THg, DMeHg, and TMeHg) on *C. dubia* toxicity and bioaccumulation.
 - Preparation of bioaccumulation samples for analysis using ICP-MS, Lumex, and GC-MS to analyze for heavy metals and pollutants.
 - Perform field-related tasks including studies on fish communities, fish composition, and bioaccumulation collections within contaminated Oak Ridge stream systems
- BCS Laboratories, Biological Scientist** Aug. 2021 – June 2023
- Performed microbiological efficacy testing according to client specifications and parameters appropriate for the target regulatory agency.
 - Interacted with study sponsors in order to assist in study design and protocol development to meet sponsor objectives.
 - Participated in the execution of GLP-compliant studies under the direction of the appointed study director.
 - Designed and executed standard operating procedures for new equipment and testing methods.
 - Prepared reagents, microbiological media, and other materials needed to conduct testing.
- Oak Ridge National Laboratory, Metagenomic Sequencing Intern** May 2021 – Aug. 2021
- Metagenomic sequencing and processing of HgcAB methylation and demethylation gene responses of an increasing temperature gradient
 - Utilized metagenomic processing and sequencing technology to assign metabolic function to taxonomic groups.
 - "SPRUCE: Spruce and Peatland Responses Under Changing Environment" research and data analysis.
 - Presented "Climate Driven Variation in Mercury-Methylating Microorganisms within a Peatland Ecosystem" research methods and findings at the Oak Ridge National Laboratory Poster Symposium.
- University of Tennessee, Undergraduate Ecotoxicology Researcher** Aug. 2020 - May. 2021
- Performed literature reviews of 100+ peer-reviewed articles of ecotoxicological impacts of pollutants on gastropods within aquatic environments.
 - Extracted key ecotoxicological data to perform multivariate statistical analyses.
- University of Tennessee, Undergraduate Invasion Biology Researcher** Aug. 2018 - Mar. 2020
- Researched the spatial and temporal distribution of invasive terrestrial gastropods, their impacts on native ecological systems, and how anthropogenic interactions, such as climate change, impact species dispersal and survival.
 - Presented a first-authored poster presentation at the Ecological Society of America (ESA) conference in Louisville, KY.
 - Second-authored peer-reviewed publication titled "Spatiotemporal patterns of non-native terrestrial gastropods in the contiguous United States."
 - Performed R-Studio, ARCMAP, and GIS pro analyses to produce meaningful figures outlining spatiotemporal distributions of invasive species within the United States.

EDUCATION

University of Tennessee at Knoxville
Bachelor of Science in Geology and Environmental Studies
Outstanding Senior Award
Co-Director Environment and Sustainability
Published Research

May 2021

SKILLS

Data analysis, statistical analysis, R-Studio, GIS Software, PuTTY, GLP Training, Experimental Design, Microscopy, Terrestrial and Aquatic Sampling, PCR, ICP-MS, GC-MS, Bacteriological and Viricidal Analysis, Isolating and Analyzing Microorganisms, Preparing Serial Dilutions, Grant Writing, Report Writing, Team Building, Positivity in the Workplace, Joke Telling, Problem Solving, Lifelong Learning

INDUSTRIAL DEVELOPMENT BOARD

Vacancies – 1

Term of Office – Balance of an unexpired term
ending on December 31, 2025

Applicants

Pam Moody – 3rd Preference

Peter Newby



Friday, May 3, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Pam Moody

Address 120 E Morningside Dr
Oak Ridge, TN, 37830
United States

Home Phone (865) 659-7056

Cell Phone (865) 659-7056

E-mail impammooddy@gmail.com

CAREER INFORMATION

Retired: Yes

Company retired from: Y12

Current employer Fathom Realty

Current position/title Real estate agent

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Anderson County Economic Development Association

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I live in Oak Ridge and Anderson county and would love to see this area grow like it should.

Second preference of board or Commission (pick one)

Convention and Visitors Bureau/Explore Oak Ridge Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Masters degree in organizational psychology

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

I'm just interested in Oak Ridge growing and being the city that it deserves to be not a subdivision of Knoxville

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

Worked for the Oak Ridge housing Authority years ago

Third preference of board or Commission (pick one)

Industrial Development Board

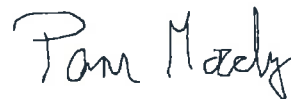
How many times have you previously applied to this board? 3

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Friday, May 3, 2024



Friday, April 26, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Peter Newby

Address 1007 Tuskegee Dr
Oak Ridge, TN, 37830
United States

Home Phone (434) 238-5862

Cell Phone (434) 238-5862

E-mail peter.newby@mstechnology.com

Race (optional) W

CAREER INFORMATION

Retired: No

Current employer MS Technology, Inc.

Current position/title President

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Industrial Development Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Master of Business Administration, Averett University, 2002
Master of Science in Nuclear Engineering, Georgia Institute of Technology, 1997
Bachelor of Nuclear Engineering, High Honors, Georgia Institute of Technology, 1994

Roane State Community College Nuclear Technology Advisory Board, 2024 to present.
Georgia Institute of Technology External Advisory Board, Nuclear & Radiological Engineering and Medical Physics Programs, 2014 to present, Chair of the Board from 2017 to 2019.
Georgia Institute of Technology External Advisory Board member for the School of Mechanical Engineering, 2020 to present.

Central Virginia Federal Credit Union,
o Board of Directors, 2018 to present
o Supervisory Board Member, 2013 to 2023
o Chair of Supervisory Committee, 2016 to 2018
American Nuclear Society, 1990 to 1995, 1997 to present

East Tennessee Economic Council: Company member

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

As a new resident of Oak Ridge, I want to contribute to the community in a meaningful way. There are many future large industrial projects that can have an impact to the citizens of Oak Ridge, thus I can offer my voice and background to maximize the benefits to the city.
I plan to roll off of former committees listed above; therefore, I will have bandwidth to support the IDB.

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

Considering the potentially large economic expansion of the Oak Ridge area related to nuclear technologies, I believe my technical background can be of service. I also would apply the business background from my current and previous professional experience, plus my MBA education could be of use. I have also been on the Board of Directors for a credit union, so I could offer some differing economic perspectives.

How many times have you previously applied to this board? 0

ADDITIONAL ATTACHMENTS

If interested, you may include a resume, cover letter, or other documents along with your application.



Newby Peter - MSTI Bio Aprilpdf



Newby Peter - MSTI Resumepdf

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

PETER G. NEWBY

President
MS Technology, Inc.



Peter Newby is President of MS Technology, Inc., an employee-focused company with expertise in multi-disciplinary architecture, engineering, specialty equipment, and manufacturing services. Having more than 25 years of experience in the nuclear energy industry, his passions include the merging of high technology and human skills to solve complex problems.

Prior to joining MS Technology, Peter was Vice President, Sales & Marketing in Nuclear Fuel for Framatome, an international leader in nuclear energy.

Peter's background includes program and project management, engineering leadership, core design, and post-refueling physics testing. He also has a background in nuclear fuel recycling, fissile material recovery, and MOX fuel fabrication. As program manager for the Blended Low Enriched Uranium (BLEU) project, he helped dispose off-spec highly enriched uranium by converting it to valuable fuel for use in the Tennessee Valley Authority's Browns Ferry nuclear reactors.



Peter's career has taken him to many locations, including a two-year assignment in France. He also worked on the U.S. Department of Energy's MOX Fuel Fabrication Facility at the Savannah River Site near Aiken, South Carolina. Early in his career, he was a reactor operator, hot cell manager, and research engineer for the Georgia Institute of Technology's Neely Nuclear Research Center.

Peter has an interest in cultural differences and actively engages in strategic nuclear technology initiatives. He has participated in international relations amongst British, French, German, Middle Eastern, Russian, Spanish, and Taiwanese cultures. His technical passions include applications of nuclear technologies such as nuclear energy and medicine.

He holds a Master of Science and a Bachelor of Nuclear Engineering from the Georgia Institute of Technology and a Master of Business Administration from Averett University in Virginia. He is a member of the Board of Directors for the Central Virginia Federal Credit Union. He advises the Roane State Community College Nuclear Technology Advisory program. He serves on the External Advisory Boards for the Georgia Institute of Technology School of Mechanical Engineering as well as the Nuclear and Radiological Engineering and Medical Physics Programs.

MS Technology is an Oak Ridge small business providing almost three decades of support to nuclear technology projects. Highlights include significant advancement of melting and casting uranium metal using microwave technology and the associated specialty ceramics and insulation materials required. Engineering design projects of note include process and facility design services for billion-dollar Department of Energy projects critical to the modernization of uranium processing activities. MS Technology has more recently brought its design expertise to the conceptual and detailed design of the TRISO-X Fuel Fabrication Facility for X-Energy. MS Technology also manages nuclear requirements for successful project delivery, currently pioneering the application of model-based lifecycle systems engineering for nuclear capital projects for both government and private clients.

Peter Newby
President

SUMMARY

Mr. Newby serves as MS Technology's President where he brings more than 25 years of experience in nuclear-related disciplines. Newby has served in many different roles, most recently, VP of Nuclear Fuel in North America for Framatome, a global leader in nuclear energy for both commercial and government entities. Newby has led multi-million dollar projects in nuclear fuel fabrication, processing from UF₆ all the way to delivered fuel assemblies. He was Framatome's program manager for the HEU disposition program called the Blended Low Enriched Uranium (BLEU) program where several tons of HEU were dissolved into uranyl nitrate for polishing and conversion to UO₂. Newby has also worked internationally in the back-end of the fuel cycle in the recycling of used nuclear fuel into mixed oxide fuel for the European and Asian markets. He later served as a project manager for the NNSA's US MOX Fuel Fabrication Facility that was being built at the Savannah River Site near Aiken, SC.

EDUCATION

- Master of Business Administration, Averett University, 2002
- Master of Science in Nuclear Engineering, Georgia Institute of Technology, 1997
- Bachelor of Nuclear Engineering, High Honors, Georgia Institute of Technology, 1994

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS

- Georgia Institute of Technology External Advisory Board, Nuclear & Radiological Engineering and Medical Physics Programs, 2014 to present, Chair of the Board from 2017 to 2019.
- Georgia Institute of Technology External Advisory Board member for the School of Mechanical Engineering, 2020 to present.
- Roane State Community College Nuclear Technology Advisory Board, 2024 to present
- Central Virginia Federal Credit Union,
 - Board of Directors, 2018 to present
 - Supervisory Board Member, 2013 to 2023
 - Chair of Supervisory Committee, 2016 to 2018
- American Nuclear Society, 1990 to 1995, 1997 to present
- American Nuclear Society's Non-Power Standards Committee ANS 15, 1997 to 2001.
- National Organization of Test, Research, and Training Reactors, 1997 to 1998.
- Council on Ionizing Radiation Measurements and Standards, 1997 to 1998.
- US NRC Licensed Senior Reactor Operator, Georgia Tech Research Reactor, 1994-1998

SECURITY CLEARANCES

DOE Q Clearance

PROFESSIONAL EXPERIENCE

April 2017 to May 2023, Vice President – North American Fuel, Framatome

As part of the global Fuel Commercial & Customer Center, this role reported to the global head of the commercial division of the Framatome Fuel Business unit. Primary responsibilities include developing and executing strategies to secure nuclear fuel business with clients in the USA, Mexico, Taiwan, Japan, and United Arab Emirates. This role works with colleagues from other parts of the global Framatome organization including France, Germany, UAE, and Asia. In addition, supported development of international business with counterparts from Russia, Spain, and the United Kingdom.

January 2015 to April 2017, Deputy to VP of U.S. Nuclear Fuel Contracts & Services, Framatome

Supported operations, crisis management with clients, contract negotiations, and strategic development. Served dual role to cultivate unique uranium processing opportunities, build relations with the U.S. government's Department of Energy, and manage the Blended Low Enriched Uranium (BLEU) program to disposition highly enriched uranium.

June 2011 to January 2015, Contract Manager for Fuel Business Unit, Framatome

Managed contracts for the Tennessee Valley Authority (TVA) for fuel reloads, design, manufacturing, and licensing. Contracts exceeded \$400M. Work encompassed fuel cycle front end activities for Sequoyah, Browns Ferry, Watts Bar and Bellefonte nuclear power plants. The role included management of the Blended Low Enriched Uranium (BLEU) program.

January 2009 to June 2011, U.S. MOX Project, AREVA Federal Services

MOX fuel project manager at the U.S. DOE Savannah River Site as part of the Shaw-AREVA MOX Services LLC. Focused on developing strategic nuclear fuel contracts with commercial clients, exchange of fabrication technology to the U.S. DOE, licensing of MOX nuclear fuel methods, and negotiating MOX fuel supply agreements between AREVA and the U.S. DOE.

January 2007 to January 2009, AREVA NC - Expatriate Assignment in France, AREVA Federal Services

Project manager for AREVA NC (now Orano) International Projects with an emphasis on MOX fuel fabrication and nuclear fuel recycling/reprocessing. Spent 1 year each at AREVA's MELOX and La Hague plants. Supported global business development with the Sellafield M&O contract, technical U.S. MOX Project Support, and other MOX fuel offers for the U.S.

August 2004 to January 2007: Engineering Supervisor, PWR Engineering, Framatome

Led the PWR Site Support Engineering Team specializing in customer interfaces for core monitoring software, post-refueling startup testing for about 15 plants annually, and general neutronics engineering. Coordinated U.S. core monitoring development and convergence of world-wide methods. Composed engineering services and core monitoring proposals. Coordinated annual core performance and physics testing forum for PWR reactor engineers.

November 2002 to August 2004: Project Manager for Fuel Contracts, Framatome

Fuel project manager for three nuclear power plants in the U.S. having cumulative contract values in excess of \$119M, in addition to in-core detector supply, engineering services, and core monitoring software. Helped lead a significant fuel assembly design change for the customer. Negotiated contract changes and executed fuel contracts.

January 2001 to November 2002: PWR Engineering Reload Design, Framatome

Performed core designs, nuclear analysis, and licensing activities for B&W and Westinghouse-designed PWRs using a combination of legacy and new codes and methods.

July 1998 to January 2001: PWR Engineering Site Support Team, Framatome

Performed neutronic analyses, startup physics testing and incore signal processing. Prepared test specifications, performed refueling criticality monitoring, and generated operating guidelines. Provided advice and consultation during tests at customer nuclear power plants including approximately 20 field deployments for reload startup tests at B&W, CE, and Westinghouse designed PWRs.

Senior Reactor Operator, Hot Cell Manager, Research Engineer, Georgia Institute of Technology, Neely Nuclear Research Center, Atlanta, GA

Supervised the daily operations of the Nuclear Research Center facilities including the 5 MW highly enriched heavy water research reactor, hot cells, and supporting laboratories. Responsibilities included state and federal licensing activities, operational oversight, daily administration, pursuit of research grants, and minor budgetary matters. Approved radiological characterization activities, prepared decommissioning cost estimates, and prepared draft decommissioning plans for the Georgia Tech Research Reactor. Supervised daily operations of the Georgia Tech Gamma Irradiation Program including operation of a 50 kCi Hot Cell.

PUBLICATIONS

“Calculated and Measured Neutron Dose Rates at the Georgia Tech Hot-Cell Facility,” K. G. Veinot, N. E. Hertel, P. G. Newby, Trans. American Nuclear Society, v79, 258 (1998).

“Applications and Capabilities of the Georgia Tech Gamma Irradiation Facility,” P. G. Newby, N. E. Hertel, Trans. American Nuclear Society, v78, 98 (1998).

“Georgia Tech Research Reactor: An Early Shutdown and D&D Case,” N. E. Hertel, P. G. Newby, F. Trejo, National Organization of Test, Research, and Training Reactors, (1997).

“Optimization of an Epithermal Neutron Filter for Boron Neutron Capture Therapy at the Georgia Tech Research Reactor.” P. G. Newby, Graduate Research Thesis, (1997).

“Improved Filter Design for an Epithermal Neutron Beam for Boron Neutron Capture Therapy at the Georgia Institute of Technology Research Reactor,” P. G. Newby, R. A. Karam, Trans. Seventh International Symposium on Neutron Capture Therapy for Cancer, (1996).

“Improved Filter Design for BNCT at the Georgia Tech Research Reactor,” P. G. Newby, R. A. Karam, Trans. American Nuclear Society, v75, 30 (1996).

“Design and Optimization of a 9X9 BWR MOX Fuel Assembly,” D. Blaylock, M. Guzzardo, P. G. Newby, F. Rahnema, J. J. Weismann, Trans. American Nuclear Society, (1994).

LANGUAGE SKILLS

English: Primary Language

French: Conversational & Technical

TRADE LICENSING BOARD

Vacancies – 1

Term of Office – Balance of an unexpired term
ending on December 31, 2025

Applicant

Stanley Smith



Thursday, May 2, 2024

2024 Application for Boards and Commissions

This form will be used for City Council to elect citizens to Boards and Commissions. Applications must be received in the City Clerk's office no later than **5:00 p.m. on Friday, May 3, 2024.**

Late applications will not be considered. Applications may be completed via this form online, emailed to bhickman@oakridgetn.gov or dropped off in person to the City Clerk's office at 200 S. Tulane Avenue.

CONTACT INFORMATION

Name Stanley Smith

Address 154 Hillside ROAD
Oak Ridge, TN., 37830
United States

Cell Phone (865) 310-0399

E-mail ssmith@orud.org

CAREER INFORMATION

Retired: No

Current employer Oak Ridge Utility District

Current position/title Compliance and Installation Manager

BOARDS AND COMMISSIONS INFORMATION

BOARDS AND COMMISSIONS SELECTION

Please select a board or commission from the list (s) below. If interested, you may select up to three (3) boards. Please note that ranking does not guarantee selection. Please answer the questions that follow your board preference(s). If you are applying for more than one (1) Board then you will be required to answer the questions for each of your board choices.

First preference of board or Commission (pick one) Trade Licensing Board

How many times have you previously applied to this board? 0

List Education, Professional and/or Current Community Activities

Been doing inspections for ORUD for 38 years. I am currently on the NFPA-54 fuel gas code committee and also on the ICC international fuel gas code committee. Also obtain a plumbing license.

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

To be more involved in licensing process.

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

Have been engaged in codes and standards pertaining to licensed contractors.

ADDITIONAL ATTACHMENTS

DISCLAIMER & SIGNATURE

All information provided is considered public pursuant to the Tennessee Public Records Act. Applicant Statement: I understand that I am applying to a Board or Commission of the City of Oak Ridge; that I may be required to provide proof of my Oak Ridge residency; and that I will be required to take an oath of office to uphold the United States and Tennessee Constitutions and the laws of the same if appointed. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in the application are true to the best of my knowledge.

Signature (click & drag mouse to sign)



Signing Date

Tuesday, November 17, 1964

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Honorable Mayor and City Council
FROM: Beth Hickman , City Clerk
SUBJECT: City Attorney Evaluation Committee Report and Recommendation

Introduction

An item for the agenda is a resolution amending the City Attorney's Employment Agreement to provide for a one-year term extension, a base salary increase to \$180,003.20, and removal of the automatic salary adjustments (cost of living increases) that may apply to the City Manager and/or Department Directors by city policy.

Background

As stated in the City Attorney's Employment Agreement, City Council shall complete a performance evaluation of the City Attorney on an annual basis. The evaluation process begins with the City Attorney Evaluation Committee. Membership on the Committee is rotated among Councilmembers as specified in Resolution 11-106-07. This year's Committee is comprised of Chuck Hope (Chairman), Sean Gleason, and Charlie Hensley.

The Committee first met on March 7, 2024 to review possible evaluation forms. The Committee met on April 3, 2024 and approved the final evaluation form and timeline for submittal of completed evaluations by Councilmembers. After all evaluations were returned to the City Clerk, the Committee met on May 1, 2024, to review the evaluations and make any recommendations. Chuck Hope, Chairman of the Committee, submitted the attached report which outlines the Committee's recommendations. Also included is a summary of the evaluations.

Recommendation

Approval of the attached resolution is recommended by the City Attorney Evaluation Committee.

Attachments:

[Committee Recommendation - May 1 2024.pdf](#)

[CITY ATTORNEY EVALUATION SUMMARY - APRIL 2024.pdf](#)

[Resolution - City Attorney Employment Agreement Amendment.docx](#)



CITY ATTORNEY EVALUATION COMMITTEE REPORT

DATE: May 1, 2024
TO: Honorable Mayor and Members of City Council
FROM: Chuck Hope, Chairman of the City Attorney Evaluation Committee
RE: Recommended Employment Agreement Amendments (Tammy Rackard)

The City Attorney Evaluation Committee (the "Committee") met on May 1, 2024, to review the evaluations of the City Attorney, Tammy Rackard, as submitted by all councilmembers and to make recommendations to City Council for employment agreement amendments.

Considering the positive evaluations of Mrs. Rackard that were submitted by all of City Council, market data for other in-house Tennessee city attorneys, and Mrs. Rackard's length of service with the City's Legal Department, the Committee unanimously voted to recommend the following amendments to the employment agreement:

1. Extend the term by one year for a new end date of January 3, 2030 (Employment Agreement Section 3);
2. Raise the base salary to \$180,003.20 (Employment Agreement Section 5, Subsection A); and
3. In light of the new base salary, to delete the automatic salary adjustment (cost-of-living) increases that may apply to the city manager and/or department directors by city policy (Employment Agreement Section 5, Subsection C).

The Committee and Mrs. Rackard discussed the above recommendations, and all agreed there is no need to retain a cost-of-living adjustment if the base salary level is raised to be more in line with market data.

The Committee also unanimously recommended funding the vacant and unfunded position in the Legal Department (Staff Attorney/Senior Staff Attorney) to bring the department to full staff. This is needed to allow the City Attorney to achieve the goals in her Strategic Plan and to continue to provide the level of legal services expected with the growing number of city projects.



Chuck Hope
Chairman of the City Attorney Evaluation Committee

**CITY ATTORNEY EVALUATION SUMMARY
APRIL 2024**

	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	No Observation
COMMUNICATIONS				
Communicates effectively with City Council, City Manager, and staff	2	5	0	0
Provides answers in an understandable manner	4	3	0	0
Is considerate and courteous in her interactions with Council	4	3	0	0
Creates a sense of trustworthiness	4	3	0	0
Retains your confidence	3	4	0	0
KNOWLEDGE				
Demonstrates a thorough knowledge and understanding of municipal law	2	5	0	0
Is knowledgeable about City issues	3	4	0	0
Provides advice on ordinance changes, drafting of new ordinances, and amendments	4	3	0	0
Provides concise, understandable, and helpful legal opinion and/or advice	3	4	0	0
Provides legal advice that has proven to be accurate	1	6	0	0
Functions effectively under pressure	1	5	0	1
Demonstrates leadership that contributes to achieving the City's goals and objectives	1	6	0	0
Demonstrates effectiveness in avoiding unnecessary legal controversy	3	4	0	0
LEGAL REPRESENTATION				
Maintains high standard of ethics, honesty, and integrity in all personal and professional relationships	2	5	0	0
Works toward gaining and maintaining the respect and support of staff	0	6	0	1
Represents the City in a professional and ethical manner	1	6	0	0
Is impartial and objective in her duties and responsibilities	1	6	0	0

	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	No Observation
RESPONSIVENESS / TIMELINESS OF ACTIONS				
Completes requested work and assignments in a timely manner within the established timeframes and so as to avoid delays to City projects, programs, or other tasks	2	5	0	0
Is accessible when needed to respond to requests for legal information and assistance	3	4	0	0
Effectively follows up to requests that are made	4	3	0	0
Accurately interprets and clarifies City Council and City Manager direction	3	4	0	0
STAFF WORK				
Prepares ordinances, resolutions, contracts, and other legal work accurately and consistent with the direction and objectives communicated by City Council, the City Manager, and/or Department Directors	3	4	0	0
Maintains good working relationships and serves as an effective member of the management team	0	7	0	0
Displays a positive attitude in carrying out her responsibilities and responding to requests	4	3	0	0

GENERAL COMMENTS

The City Attorney consistently meets expectations and in some cases exceeds expectations with regard to explaining legal issues and working to find solutions to complicated situations.

Council relies on the City Attorney’s office to act at one time as an advisor, translator, repository of knowledge and history, and facilitator of policy bound by law and precedent. In this regard, Tammy exceeds expectations. The ability to clearly communicate complex issues with Council, who are not experts and require a distillation to understand, demonstrates a complete grasp of subject area.

Tammy is doing an outstanding job for the City in this period of time when we face new challenges/issues on a weekly basis.

Does an exceptional job communicating as needed during City Council meetings. Any and all exceeds expectations come from my observations made during City Council and work session meetings. Any time that I have interacted with Attorney Rackard, she has proven to be both efficient and effective at resolving the issue presented.

There are several areas that I believe Tammy has exceeded expectations. I have always believed that she displays a high sense of trustworthiness and retains my confidence in her ability to get the job done as our City Attorney as well as running the Legal Department of the City. Her twenty-five plus years with the City has given her a very thorough knowledge about city issues. In all my time on City Council Tammy has always shown a very high standard of ethics, honesty and integrity. We could use more people on staff that has her sense of positive attitude; she always has a good outlook on carrying out her responsibilities.

Tammy is always gracious and courteous in her interactions with Council. Tammy's knowledge of city issues – and the past history of many of the matters the city deals with today – provides significant value to the city organization. I appreciate the City Attorney's ability and willingness to propose creative solutions to new issues that arise.

AREAS FOR IMPROVEMENT

I cannot identify any areas that I feel the City Attorney does not meet expectations. Given her experience in the position working with the City of Oak Ridge, I feel that we are very fortunate to have somebody with not only the knowledge to help in legal issues, but also the knowledge of our community.

Tammy, like most directorate heads, are often poor self-marketers. Increasing the operational update tempo would benefit the Legal Department as it seeks to expand in accordance with her strategic plan.

None

FUTURE GOALS/OBJECTIVES/ASSIGNMENTS

Regarding future goals and objectives, I feel that the City Attorney is a good fit for the City of Oak Ridge and its community and hope that she will continue employment with us.

As outlined in the Legal Department strategic plan framework, several worthwhile goals and objectives have been clearly defined for the coming year. While a few are contingent upon staffing level, we should fully expect that many will be accomplished. I would encourage Tammy to establish separate monthly accountability meetings with Legal Department staff to keep these goals on track.

Keep staying the course of expanding her grasp of challenging issues and her ability in responding to them.

I feel Ms. Rackard could be more aggressive in identifying areas where our city could improve our financial situation, and in particular improving our PILT payments from DOE and/or re-initiating the self-sufficiency payments to the City.

I hope that the City Attorney and her staff will find the time to “modernize” more elements of the code of municipal ordinances, similar to the way they improved the organization and wording of the section on trash.

	YES	NO
Does the City Attorney deserve a contract extension?	7	0
Does the City Attorney deserve a raise?	7	0

RESOLUTION

A RESOLUTION TO AMEND THE CITY ATTORNEY'S EMPLOYMENT AGREEMENT TO EXTEND THE TERM BY ONE YEAR, PROVIDE FOR A NEW ANNUAL BASE SALARY AMOUNT OF \$180,003.20, AND REMOVE THE AUTOMATIC SALARY ADJUSTMENTS GIVEN TO DEPARTMENT DIRECTORS; AND TO PROVIDE THE CITY ATTORNEY'S EVALUATION COMMITTEE'S SUPPORT FOR FUNDING THE VACANT AND CURRENTLY UNFUNDED ATTORNEY POSITION IN THE LEGAL DEPARTMENT TO BRING THE LEGAL DEPARTMENT TO FULL STAFF.

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

WHEREAS, by Resolution 12-102-2020, City Council authorized an employment agreement with Tammy M. (Dunn) Rackard effective January 4, 2021; and

WHEREAS, said employment agreement provides formal evaluations of the City Attorney are to be conducted on an annual basis; and

WHEREAS, to this end City Council appointed a City Attorney Evaluation Committee comprised of Chuck Hope (Chairman), Sean Gleason, and Charlie Hensley to develop an evaluation procedure, establish a timeframe for evaluations, review completed evaluations, and make a recommendation on any salary adjustments, term extensions, or other agreement modifications; and

WHEREAS, the Committee has completed its work and recommends a new base salary of \$180,003.20 and a one-year term extension in light of the positive evaluations received, market data for other in-house Tennessee city attorneys, and length of employment with the City; and

WHEREAS, as part of this recommendation, the City Attorney and the Committee agreed on removal of the automatic salary adjustment provided in the employment agreement, which language provides that any salary adjustment provided or required by the City's compensation policies that apply to the city manager or department directors be automatically applied to the city attorney; and

WHEREAS, the Committee further recommends funding the vacant and unfunded position in the Legal Department (Staff Attorney/Senior Staff Attorney) to bring the department to full staff in order to continue to provide the level of legal services currently being received, to address the increased workload due to the ever-increasing number of city projects, and to allow the City Attorney to implement goals for the department that are beneficial citywide.

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

That the Employment Agreement between the City of Oak Ridge and Tammy M. (Dunn) Rackard as City Attorney is hereby amended as follows:

- Section 3, Term, be amended to provide the agreement shall continue in effect until January 3, 2030; and

- Section 5, Salary, Subsection A, be amended to provide for a new base salary amount of \$180,003.20 which shall be effective with the pay period beginning January 7, 2024.
- Section 5, Salary, Subsection C, be deleted without replacement.

BE IT FURTHER RESOLVED that the City Attorney has requested funding for the vacant position (Staff Attorney/Senior Staff Attorney) in the Legal Department to get back to full staff, and the City Attorney's Evaluation Committee supports this request and requests funding be considered in the FY2025 appropriations ordinance.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

April 8, 2024

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on April 8, 2024 with Mayor Warren Gooch presiding.

INVOCATION

The invocation was given by Rabbi Ahuvah Loewenthal, Jewish Congregation of Oak Ridge.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Paul Frezza, a 4th Grade Student at Glenwood Elementary School.

ROLL CALL

Upon roll call the following Councilmembers were present: Mayor Pro Tem Jim Dodson; Councilmember Sean Gleason; Mayor Warren Gooch; Councilmember Derrick Hammond; Councilmember Charlie Hensley; Councilmember Charles J. Hope, Jr. and Councilmember Ellen Smith.

Also present were Randy Hemann, City Manager; Tammy Rackard, City Attorney; Janice McGinnis, Finance Director; and Mary Beth Hickman, City Clerk.

PROCLAMATIONS/PUBLIC RECOGNITIONS

Recognition of Oak Ridge High School Senior Sophie Sluss for Receiving the Governor's Volunteer Star Award for Anderson County

Oak Ridge High School Senior Sophie Sluss was recognized for receiving the Governor's Volunteer Star Award for Anderson County.

Recognition of the Youth Advisory Board for Organizing the First Annual Art in the Park Event on March 30, 2024.

Mayor Pro Tem Dodson recognized the Youth Advisory Board for Organizing the Art in the Park Event at Bissell Park on March 30, 2024.

A Proclamation Designating May 5, 2024 as Holocaust Remembrance Day

Councilmember Smith moved for approval of the proclamation, and Councilmember Hope seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting "Aye."

A Proclamation Designating April, 2024 as Child Abuse Prevention Month

Mayor Pro Tem Dodson moved for approval of the proclamation, and Councilmember Smith seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting "Aye."

A Proclamation Honoring Dr. Shirley Raines as the Recipient of the 2024 Emory Valley Center Compassion Award

Mayor Pro Tem Dodson moved for approval of the proclamation, and Councilmember Hope seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting “Aye.”

A Proclamation Designating May 3-7, 2024 as Improved Benevolent Protective Order of the Elks of the World Week

Mayor Pro Tem Dodson moved for approval of the proclamation, and Councilmember Hope seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting “Aye.”

A Proclamation Designating April 7-13, 2024 as National Library Week

Councilmember Hope moved for approval of the proclamation, and Councilmember Smith seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting “Aye.”

CONSENT AGENDA

Councilmember Hope moved for approval of the Consent Agenda as amended, and Councilmember Smith seconded. The motion was approved unanimously by voice vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting “Aye.”

Approval of the March 19, 2024 City Council regular meeting minutes

Resolution No. 4-45-2024

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT IF AWARDED, A HEALTHY BUILT ENVIRONMENTS GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH FOR THE DEVELOPMENT OF AN UPDATED RECREATION AND PARKS MASTER PLAN IN AN AMOUNT UP TO \$50,000.00 WITH NO LOCAL MATCH REQUIRED.

Resolution No. 4-46-2024

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT IF AWARDED, A BROWNFIELD REDEVELOPMENT AREA GRANT (BRAG) FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION (TDEC) IN THE MAXIMUM AMOUNT OF \$100,000.00, WITH NO LOCAL MATCH REQUIRED, WHICH WILL BE USED TO DETERMINE THE SUITABILITY OF THE REDEVELOPMENT OF THE CITY-OWNED PROPERTY LOCATED AT 120 UNION VALLEY ROAD.

Resolution No. 4-47-2024

A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS PARTICIPATION IN THE EAST TENNESSEE ECONOMIC DEVELOPMENT AGENCY, WITH ANNUAL MEMBERSHIP DUES BEING AUTHORIZED TO BE PAID IN THE AMOUNT OF \$26,116.00 FOR THE 2024 CALENDAR YEAR.

Resolution No. 4-48-2024

A RESOLUTION AMENDING RESOLUTION 3-25-2024 AND RESOLUTION 3-26-2024 REGARDING THE PURCHASE OF SENTINEL ONE SOFTWARE AND MICROSOFT 365 LICENSES, RESPECTIVELY, TO CORRECT THAT BOTH OF THESE PURCHASES ARE UNDER THE STATE CONTRACT RATHER THAN A PURCHASING COOPERATIVE.

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

AN ORDINANCE TO SUBMIT A CHANGE TO THE CITY CHARTER TO THE QUALIFIED VOTERS IN ACCORDANCE WITH ARTICLE XI, SECTION 9 OF THE TENNESSEE CONSTITUTION AS A HOME RULE MUNICIPALITY TO AMEND CITY CHARTER ARTICLE I, TITLED “ELECTIONS,” TO AMEND SECTION 4, TITLED “NONPARTISAN CITY ELECTIONS” TO ADD LANGUAGE REGARDING STATUTORY COMPLIANCE.

Councilmember Smith moved for approval of the ordinance, and Councilmember Hensley seconded. City Attorney Tammy Rackard provided an overview of the ordinance and answered questions from Council.

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

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE,” BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF VACAN LAND OFF SOUTH DILLARD AND CARVER AVENUES (ANDERSON COUNTY CONTROL MAP 105F GROUP C PARCEL 035.00 AND A PORTION OF MAP 105FGROUP C PARCEL 066.00), CONTAINING APPROXIMATELY 11 ACRES, FROM R-2/PUD, LOW DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNITY DEVELOPMENT OVERLAY AND B-1, NEIGHBORHOOD BUSINESS DISTRICT, TO R-4-B/PUD, HIGH DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY.

Mayor Pro Tem Dodson moved for approval of the ordinance, and Councilmember Hensley seconded. Planning and Development Director Wayne Blasius provided an overview of the ordinance and answered questions from Council. Mr. Blasius stated that the Planning Commission had given conditional approval by an 8-1 vote contingent upon the outcome of the April 15, 2024 consideration of the item by the Traffic Safety Advisory Board.

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

AN ORDINANCE ACCEPTING CERTAIN INFRASTRUCTURE AT THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE) IN SUBAREA “L” FOR PERPETUAL MAINTENANCE BY THE CITY.

Mayor Pro Tem Dodson moved to approve the ordinance, and Councilmember Hope seconded. Civil Engineer Bryan Mills provided an overview of the ordinance and answered questions from Council.

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

FINAL ADOPTION OF ORDINANCES

Ordinance No. 8-2024

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, TITLE 5, TITLED “MUNICIPAL FINANCE AND TAXATION” TO AMEND CHAPTER 3, NO TITLE, CHAPTER 4, TITLED “CONTRACTS AND PURCHASES,” AND CHAPTER 5, TITLED “MANAGEMENT OF CITY PROPERTY,” BY REORGANIZING THE PROVISIONS FOR BETTER CLARITY, REVISING THE PROVISIONS TO ADD STATUTORY EXEMPTIONS, AND TO RAISE THE CITY MANAGER’S CONTRACT AUTHORITY AS WELL AS THE SEALED COMPETITIVE BID AND ADVERTISING LIMIT TO \$50,000.

Councilmember Hope moved for approval of the ordinance, and Councilmember Hensley seconded. Councilmember Smith moved to bring a substitute ordinance to the floor, which included changes discussed at an earlier meeting, and Councilmember Hensley seconded. The motion to bring the substitute ordinance to the floor was approved unanimously by voice vote.

The ordinance was approved unanimously as amended by Board vote with Councilmembers Gleason, Hammond, Hensley, Hope, Smith, Mayor Gooch and Mayor Pro Tem Dodson voting “Aye.”

RESOLUTIONS

Resolution No. 4-49-2024

A RESOLUTION APPROVING THE PURCHASE OF THREE (3) FIRE ENGINES FOR THE FIRE DEPARTMENT FROM SIDDONS-MARTIN EMERGENCY GROUP, LLC, MEMPHIS, TENNESSEE, THROUGH THE SOURCEWELL PURCHASING COOPERATIVE IN A TOTAL AMOUNT NOT TO EXCEED \$3,665,915.00.

Mayor Pro Tem Dodson moved for approval of the resolution, and Councilmember Hope seconded. Fire Chief Travis Solomon provided an overview of the resolution and answered questions from Council.

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

Resolution 4-50-2024

A RESOLUTION AUTHORIZING A CONTRACT WITH SE DIVING SERVICES, LLC, GREENVILLE, SOUTH CAROLINA, FOR THE INSPECTION AND CLEANING OF THE WATER INTAKE STRUCTURE IN AN AMOUNT NOT TO EXCEED \$50,000.00.

Councilmember Hensley moved for approval of the resolution, and Councilmember Hope seconded. Public Works Director Patrick Berge provided an overview of the resolution and answered questions from Council.

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

Resolution No. 4-51-2024

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS, KNOXVILLE, TENNESSEE, FOR THE CREATION OF A MASTER PLAN FOR THE REDEVELOPMENT OF THE OAK RIDGE CIVIC CENTER PLAZA IN AN AMOUNT NOT TO EXCEED \$32,000.00.

Mayor Pro Tem Dodson moved for approval of the resolution, and Councilmember Smith seconded. Recreation and Parks Director Jon Hetrick provided an overview of the resolution and answered questions from Council.

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

Resolution No. 4-52-2024

A RESOLUTION AUTHORIZING THE CITY TO CONTRIBUTE UP TO \$5,000 TO THE ATOMIC ELKS LODGE 1301 FOR FUNDING THEIR MEMORANDUM OF UNDERSTANDING WITH EAST TENNESSEE DESIGN CENTER FOR PLANNING THE NEXT PHASE OF THEIR DOE-EM GRANT APPLICATION.

Mayor Pro Tem Dodson moved for approval of the resolution, and Councilmember Hammond seconded. City Manager Randy Hemann provided an overview of the resolution and answered questions from Council. Mr. Hemann stated that he would recommend raising the contribution maximum to \$5,000 as he expected the scope of the project to increase. Mayor Gooch moved to amend the resolution to contribute \$5,000 to the Elks Lodge for repairs, and Mayor Pro Tem Dodson seconded. After discussion, this amendment was withdrawn due to concerns about setting a precedent for not utilizing the established policy for donations to non-profits. Mayor Pro Tem Dodson moved to increase the maximum City contribution to the East Tennessee Design Center to \$5,000, and Councilmember Hensley seconded. The motion was approved unanimously by voice vote.

Rose Weaver, 142 Hendrix Drive, spoke in favor of the original request of \$59,660 to the Elks Lodge for repairs and renovations. The original request was not part of the resolution due to the existing policy for

non-profits to request donations.

Albert Beasley, 205 Alder Lane, also spoke in favor of the original funding request.

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

Resolution No. 4-53-2024

A RESOLUTION ESTABLISHING THE NON-PROFIT OAK RIDGE ECONOMIC PARTNERSHIP DBA ECONOMIC DEVELOPMENT INITIATIVE UTILIZING \$250,000.00 IN FUNDING TO PROMOTE COORDINATION AND FOCUS IN THE AREAS OF ECONOMIC AND INDUSTRIAL DEVELOPMENT.

Mayor Pro Tem Dodson moved for approval of the resolution, and Councilmember Hensley seconded. City Manager Randy Hemann provided an overview of the resolution and answered questions from Council.

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

APPEARANCE OF CITIZENS

Shayla Wilson, Executive Director of ASAP of Anderson, 131 S. Charles Seivers Boulevard in Clinton, introduced Regional Overdose Prevention Specialist Kristi McCaleb.

ELECTION/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

(NONE)

COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

Councilmember Hensley requested that discussion of the non-profit funding policy be placed on a future work session agenda.

SUMMARY OF CURRENT EVENTS

(NONE)

CITY MANAGER’S REPORT

Mr. Hemann thanked staff and others who participated in the retirement party for Jack Suggs. He stated that 70 applications were received for the Deputy City Manager position. He also thanked City Council for their input during the budget workshop.

CITY ATTORNEY’S REPORT

(NONE)

ADJOURNMENT: 8:39 p.m.

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Jennifer Williams , Senior Planner
SUBJECT: A Resolution to Transfer Property at 107 Jellico Lane (Parcel# 099I E 010.00) to the Oak Ridge Land Bank

Introduction

An item for City Council's consideration is a resolution approving the transfer of 107 Jellico Lane to the Oak Ridge Land Bank for active development and return to the Oak Ridge tax rolls.

Funding

There is no funding associated with this item.

Background

The City of Oak Ridge purchased 107 Jellico Lane in December, 2021 for \$18,377. The property had been significantly damaged by fire and was purchased from the previous owner using general fund money from the Planning & Development departmental budget. The home was demolished by the City in February, 2022 using the same departmental funds. The cost of demolition was \$10,290. At the Land Bank's April 16th meeting, the board requested the property be transferred to the Land Bank. Ownership by the Land Bank would allow the property to be sold for private development and would ultimately create new housing and place the lot back on the City's tax rolls.

Property Information

107 Jellico Lane is an ~.34 acre property, and is zoned R-1-B Single Family Residential District. The property is in the Manhattan District Overlay, meaning building setbacks are 5' from all property lines. Like other lots on the east side of Jellico Lane, the property is relatively long narrow (about 50' wide by 215' deep) and slopes away from the road. The lot backs up to City greenbelt property.

Recommendation

Approval of the attached resolution is recommended.

Attachments:

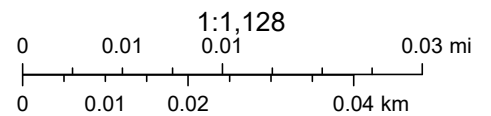
[107 Jellico Ln Parcel Map](#)

Anderson County - Parcel: 099I E 010.00



Date: April 2, 2024

County: Anderson
Owner: CITY OF OAK RIDGE
Address: JELLICO LN 107
Parcel Number: 099I E 010.00
Deeded Acreage: 0.34
Calculated Acreage: 0
Date of TDOT Imagery: 2019
Date of Vexcel Imagery: 2023



Esri Community Maps Contributors, Tennessee STS GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, State of Tennessee, Comptroller of the Treasury

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

RESOLUTION

A RESOLUTION TO TRANSFER ONE (1) CITY-OWNED REAL PROPERTY, SPECIFICALLY 107 JELICO LANE, TO THE OAK RIDGE LAND BANK CORPORATION FOR DISPOSITION AS SET FORTH IN RESOLUTION 11-108-2013.

WHEREAS, by Resolution 11-109-11, City Council approved the *Not in Our City* conceptual plan which included establishment of a land bank program to reclaim unused, vacant, and/or undesirable land for potential housing opportunities or public use; and

WHEREAS, by Ordinance 08-2013, City Council created the Oak Ridge Land Bank Corporation (Land Bank) and established requirements for the corporation set forth in City Code Title 13, Chapter 6, including requirements regarding ownership and conveyance of real property; and

WHEREAS, by Resolution 11-108-2013, City Council established a hierarchical ranking of priorities for the use of real property held by the Land Bank; and

WHEREAS, the City desires to transfer one (1) City-owned real property to the Land Bank for disposition as set forth in Resolution 11-108-2013; and

WHEREAS the property is 107 Jellico Lane (Parcel 099I E 010.00) which was acquired by the City in December 2021 at a cost of \$18,377.00 and the fire damaged structure was removed at a cost of \$10,290.00; and

WHEREAS, the City Manager recommends the transfer to the Land Bank for active development and return to the Oak Ridge tax rolls.

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

That the City hereby transfers 107 Jellico Avenue, Oak Ridge, Tennessee 38730, to the Oak Ridge Land Bank Corporation by quit claim deed.

BE IT FURTHER RESOLVED that the Oak Ridge Land Bank Corporation shall follow the hierarchical ranking of priorities for the use of real property as set forth in Resolution 11-108-2013.

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

This the 13th day of May 2023.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Matthew Tedford

THROUGH: Robin Smith, Police Chief

SUBJECT: A Resolution to Award the Annual Maintenance Services Contract for the Police Department's Motorola Flex Computer Aided Dispatch and Records Management System to Motorola Solutions, Inc.

Introduction

An item for the agenda is a resolution awarding the annual maintenance services contract for the Police Department's Motorola Flex computer-aided dispatch and records management system to Motorola Solutions, Inc., 500 West Monroe, Chicago, Illinois, for May 1, 2024, through April 30, 2025, in the amount of \$74,426.58.

Funding

Funding for this item is available in the Equipment Replacement Fund.

Background

By Resolution 2-13-2014, City Council awarded a contract to Spillman Technologies, Inc., for the implementation and annual maintenance of a computer-aided dispatch and records management system for the Police Department, which included but was not limited to recurring training, software upgrades, enhancements for workstations and mobile servers, and 24/7 critical technical support for remote support connectivity and mobile records management.

Motorola Solutions, Inc. acquired Spillman Technologies, Inc. in 2016 and is now the sole source provider of their products and services. As a sole source, the waiver of competitive bidding is not required per City Code § 5-413.2. If awarded, Motorola Solutions, Inc. will continue to provide maintenance services to support system operation and training to ensure users understand the latest features and applications.

It is necessary for the maintenance services contract not to lapse, as costs would be

significant if the computer-aided dispatch and records management system failed with no contract in place.

Recommendation

Approval of the attached resolution is recommended.

Attachments:

[Motorola Solutions - Flex CAD RMS Annual Maintenance Services - Invoice.pdf](#)

[Resolution - Motorola Software Maintenance for ORPD.docx](#)



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230452021		Transaction Date 01-APR-2024		Transaction Total 74,426.58 USD	
P.O. Number			P.O. Date		Customer Account No 1000235764
Payment Terms Net Due in 30 Days					Payment Due Date 01-MAY-2024
Bill To Address OAK RIDGE POLICE DEPARTMENT ATTN: Accounts Payable CITY OF OAK RIDGE 200 S TULANE AVE OAK RIDGE TN 37830 United States			Ship To Address OAK RIDGE POLICE DEPARTMENT 200 S. TULANE AVE. OAK RIDGE TN 37830 United States		

IMPORTANT INFORMATION

Sales Order(s): USC000238223-R01-JAN-24 13:42:01

For all invoice payment inquiries contact
 AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS
 General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00012A-SP	Equipment at Site: 1864229 1000235764 200 S. TULANE AVE. OAK RIDGE TN 37830 United States FLEX CAD MAINTENANCE (ENHANCED) - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
2	SSV00S00052A-SP	FLEX STATELINK MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,536.54	2,536.54
3	SSV00S00072A-SP	FLEX CAD MAPPING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,204.87	2,204.87

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230452021	Customer Account No 1000235764	Payment Due Date 01-MAY-2024	Transaction Total 74,426.58 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

OAK RIDGE POLICE DEPARTMENT
 ATTN: Accounts Payable
 CITY OF OAK RIDGE
 200 S TULANE AVE
 OAK RIDGE TN 37830
 United States

Payment Transfer Details

Bank of America, Dallas
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
 13108 Collections Center
 Chicago IL 60693
 United States
 Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230452021		Transaction Date 01-APR-2024		Transaction Total 74,426.58 USD	
P.O. Number			P.O. Date	Customer Account No 1000235764	
Payment Terms Net Due in 30 Days				Payment Due Date 01-MAY-2024	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00103A-SP	BRAZOS XML INTERFACE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,677.55	1,677.55
5	SSV00S00145A-SP	FLEX COMMAND STAFF PRODUCTIVITY DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,652.87	2,652.87
6	SSV00S00154A-SP	FLEX COMMUNITY DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,591.72	1,591.72
7	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	667.83	667.83
8	SSV00S00187A-SP	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	594.40	594.40
9	SSV00S00190A-SP	FLEX EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	667.83	667.83
10	SSV00S00193A-SP	FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,318.29	1,318.29
11	SSV00S00262A-SP	FLEX IMAGING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,204.87	2,204.87
12	SSV00S00015A-SP	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	6,579.85	6,579.85
13	SSV00S00331A-SP	FLEX MOBILE ARREST FORM MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,636.72	1,636.72
14	SSV00S00334A-SP	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
15	SSV00S00352A-SP	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
16	SSV00S00354A-SP	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
17	SSV00S00405A-SP	FLEX OFFENDER TRACKING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,318.29	1,318.29
18	SSV00S00432A-SP	FLEX PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,318.29	1,318.29
19	SSV00S00435A-SP	PICTOMETRY INTERFACE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	667.83	667.83
20	SSV00S00438A-SP	FLEX PIN MAPPING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,318.29	1,318.29



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230452021		Transaction Date 01-APR-2024		Transaction Total 74,426.58 USD	
P.O. Number			P.O. Date	Customer Account No 1000235764	
Payment Terms Net Due in 30 Days				Payment Due Date 01-MAY-2024	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
21	SSV00S00468A-SP	FLEX QUICKEST ROUTE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,071.50	1,071.50
22	SSV00S00017A-SP	FLEX CAD MANAGEMENT DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,122.28	2,122.28
23	SSV00S00480A-SP	FLEX SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	0.00	0.00
24	SSV00S00527A-SP	FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,318.29	1,318.29
25	SSV00S00023A-SP	FLEX COMPSTAT MANAGEMENT DASHBOARD THIRD PARTY MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,881.27	4,881.27
26	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,204.87	2,204.87
27	SSV00S00033A-SP	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
28	SSV00S00036A-SP	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,204.87	2,204.87
29	SSV00S00038A-SP	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	4,392.35	4,392.35
30	SSV00S00040A-SP	FLEX NIBRS MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	2,536.54	2,536.54
31	SSV00S00441A-SP	POWER PHONE INTERFACE MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,622.70	1,622.70
32	SSV00S00280A-SP	FLEX INSIGHT MAINTENANCE - STANDARD:01-MAY-2024:30-APR-2025: Service From: 01-MAY-2024 Service To: 30-APR-2025	1	1,154.12	1,154.12
Site TN Tax at 0%					0.00
Site Total					74,426.58
Total Tax TN 0.00				USD Subtotal	74,426.58
				USD Total Tax	0.00
				USD Total	74,426.58
				USD Amount Due	74,426.58

RESOLUTION

A RESOLUTION MAKING AN AWARD TO MOTOROLA SOLUTIONS, INC., 500 WEST MONROE, CHICAGO, ILLINOIS, FOR MAINTENANCE SERVICES FOR THE PUBLIC SAFETY COMPUTER SYSTEM FOR MAY 1, 2024, THROUGH APRIL 30, 2025, IN THE AMOUNT OF \$74,426.58.

WHEREAS, by Resolution 2-13-2014, City Council awarded a contract with Spillman Technologies, Inc., for implementation and annual maintenance of a Computer Aided Dispatch (CAD) and an enterprise-wide records management system (RMS) for the Police Department, which includes but is not limited to recurring training, software upgrades, and enhancements for workstations, mobile servers, and 24/7 critical technical support for remote support connectivity and mobile records management; and

WHEREAS, Motorola Solutions, Inc., acquired Spillman Technologies, Inc., and is the sole source provider of their product and services, including maintenance; and

WHEREAS, as a sole source, this item no longer requires the waiver of competitive bidding per City Code §5-413.2; and

WHEREAS, annual maintenance will provide support to ensure system operation and training to ensure users understand the latest features and applications; and

WHEREAS, it is necessary for the maintenance contract to not lapse as costs would be significant if a failure of the records management system were to occur with no contract in place; and

WHEREAS, the City Manager recommends award be made to Motorola Solutions.

NOW, THEREFORE, BE 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 Motorola Solutions, Inc., 500 West Monroe, Chicago, Illinois 60661, for maintenance to the public safety computer system for May 1, 2024, through April 30, 2025, in the amount of \$74,426.58.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Jon Hetrick , Recreation & Parks Director
SUBJECT: FY2025 Chlorine Purchase for the Outdoor Pool

Introduction

An item for City Council's consideration is a Resolution to approve the purchase of Pulsar Chlorine briquets for the Outdoor Pool from CASS-TN, Inc. of Vonore, TN in an amount not to exceed \$67,707.00.

Funding

Funding for the purchase is included in the general fund allocation request for the Outdoor Pool.

Background

The purchase of Pulsar chlorine briquets is required annually for the filtration and disinfection of the Outdoor Pool water. A request for bids for three-hundred and sixty (360) 50 lb. pails of briquettes was issued by the City. One bid was received, from CASS-TN, Inc. The City has previously purchased the chlorine briquettes from CASS-TN and found the product and service to meet all expectations.

This year's bid is 3.6% higher than last year's bid of \$65,295.00, which can be attributed to inflation.

Recommendation

Staff recommend approval of the attached Resolution.

Attachments:

[RFQ 180720 Abstract Pulsar Briquettes.pdf](#)

[Resolution - Chlorine Purchase for Outdoor Pool.docx](#)

CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

REQUEST NUMBER: 180720
OPENING DATE: APRIL 11, 2024 1:00 P.M.

FOR --- PULSAR BRIQUETTES			BIDDER: CASS-TN, Inc. 166 Walnut Grove Road Vonore, TN 37885		BIDDER:		BIDDER:		BIDDER:	
DESCRIPTION	ITEM	UNITS	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
PULSAR BRIQUETTES, 50 LB. PAILS, FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 FOR USE BY THE OUTDOOR POOL PER THE DIRECTION PROVIDED BY CITY OF OAK RIDGE, RECREATION AND PARKS DEPARTMENT.	1	360	\$ 187.95	\$ 67,662.00						
Fuel Surcharge				\$ 45.00						
TOTAL PRICE			\$ 67,707.00		\$ -		\$ -		\$ -	
TERMS			NET 30 DAYS							
DELIVERY			15 BUSINESS DAYS A.R.O.							
F.O.B.			OAK RIDGE							
VIA			COMMON CARRIER OR BEST WAY							

Advertised on the City's Website for 16 days

OTHER BIDDERS CONTACTED:

Langley and Taylor, LLC - Nashville, TN
Madison Swimming Pools LLC - Goodlettsville, TN
Harper and Company - Newport News, VA
Marina Pool Spa & Patio - Lakewood, CO
Leslie's Poolmart, Inc. - Phoenix, AZ
Paddock Pools and Spa - Phoenix, AZ

BIDS OPENED AND RECORDED BY---

Lyn Majeski
Lyn Majeski
Purchasing Manager

REASON FOR AWARD:

ONLY BID	<input checked="" type="checkbox"/>
LOW PRICE	<input type="checkbox"/>
BETTER OR REQUIRED DESIGN	<input type="checkbox"/>
EARLY DELIVERY	<input type="checkbox"/>
LOWEST TOTAL COST	<input type="checkbox"/>

RECOMMEND AWARD BE MADE TO:

CASS-TN, Inc.
166 Walnut Grove Road
Vonore, TN 37885

BIDS REVIEWED BY---

Dallas Dyce
Dallas Dyce
Accounting Manager

NUMBER _____

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF PULSAR CHLORINE BRIQUETTES FROM CASS-TN, INC., VONORE, TENNESSEE, FOR USE AT THE OUTDOOR SWIMMING POOL IN AN AMOUNT NOT TO EXCEED \$67,707.00.

WHEREAS, purchase of Pulsar chlorine briquettes is required annually for operation of the filtration and disinfection of the Oak Ridge Municipal (Outdoor) Swimming Pool water for continued safe pool operations; and

WHEREAS, the City issued an invitation to bid for the purchase of three hundred and sixty (360) 50-pound pails of chlorine briquettes; and

WHEREAS, bids were received and publicly opened on April 11, 2024, with CASS-TN, Inc., Vonore, Tennessee, submitting the sole bid, which bid the City Manager recommends be accepted; and

WHEREAS, the City has previously purchased from this company and found the product and service to meet all expectations.

NOW, THEREFORE, BE 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 CASS-TN, Inc., 166 Walnut Grove Road, Vonore, Tennessee 37885, for the purchase of chlorine briquettes for use at the Oak Ridge Municipal (Outdoor) Swimming Pool; said award in strict accordance with Requisition 180720 the required specifications, and the bid as publicly opened on April 11, 2024, and in an amount not to exceed \$67,707.00.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Jon Hetrick , Recreation & Parks Director

SUBJECT: An Amendment to the Purchase of Four Vehicles for the Recreation & Parks Department.

Introduction

An item for City Council's consideration is the approval of a resolution to amend Resolution 4-38-2023 for the purchase price of vehicles for the Recreation & Parks Department. The purchase of the vehicles was approved at the April 10, 2023, City Council meeting.

Funding

Funding is available in the Equipment Fund.

Background

City Council approved Resolution 4-38-2023 for the purchase of four vehicles for the Recreation & Parks Department at the April 10, 2023, City Council meeting. Pricing for the vehicles was based on State Contract 00007320 for model year 2023 vehicles. Two vehicles were delivered as approved. The production of two vehicles was delayed until the 2024 model year. Under model year 2024 State Contract pricing, the first vehicle, a Ford F250 Super Cab 4WD Pickup, increased \$3,307.00 to an adjusted cost of \$47,352.00. The second vehicle, a Ford F350 Super Cab 4WD Pickup, increased \$3,954.00 to an adjusted cost of \$48,306.00. The total additional funding requested is \$7,261.00.

Both vehicles have been manufactured and delivered to Ford of Murfreesboro and are available for delivery to the City, pending approval of the attached Resolution to amend the purchase price.

Recommendation

Staff recommend approval of the attached Resolution.

Attachments:

[Resolution 4-38-2023 - Recreation and Parks Vehicle Purchase.pdf](#)

[2024 super cabs.pdf](#)

[Resolution - Amend Resolution 4-38-2023 - Vehicle Purchase.docx](#)

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) VEHICLES FROM FORD OF MURFREESBORO FOR THE RECREATION AND PARKS DEPARTMENT UTILIZING STATE CONTRACT PRICING IN THE TOTAL AMOUNT NOT TO EXCEED \$153,423.00.

WHEREAS, the Recreation and Parks Department has three (3) vehicles that are in need of replacement and is also in need of one (1) additional vehicle to add to their fleet for the newly created position of Special Projects Coordinator; and

WHEREAS, the Public Works Department has evaluated the vehicles (Vehicle #254, #226, and #206) and is in agreement the vehicles need to be replaced; and

WHEREAS, the Recreation and Parks Department desires to purchase a 2022 Ford Ranger 4WD, a 2023 Ford Explorer XLT AWD, a 2023 Ford F-350 4WD, and a 2023 Ford F250 4WD from Ford of Murfreesboro utilizing state contract pricing; and

WHEREAS, the City Manager recommends approval to spend up to \$153,423.00 for the purchase of said vehicles.

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

That City Manager's recommendation is approved and the City is hereby authorized to purchase the following vehicles from Ford of Murfreesboro utilizing state contract pricing: 2022 Ford Ranger 4WD in the amount of \$26,767.00 (new to the fleet), a 2023 Ford Explorer XLT AWD in the amount of \$38,259.00 (replacement for Vehicle #206), a 2023 Ford F-350 4WD in the amount of \$44,352.00 (replacement for Vehicle #226), and a 2023 Ford F250 4WD (replacement for Vehicle #254) in the amount of \$44,045.00; for a grand total amount not to exceed \$153,423.00.

BE IT FURTHER RESOLVED that Vehicle #226 will be sent to surplus, however, Vehicle #254 will be retained by the department for limited use as a replacement for Vehicle #299 which will be sent to surplus.

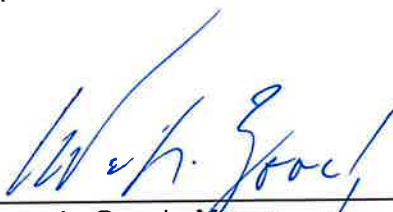
BE IT FURTHER RESOLVED that the Mayor and/or City Manager are hereby authorized to enter into the appropriate legal instruments to accomplish the same.

This 10th day of April 2023.

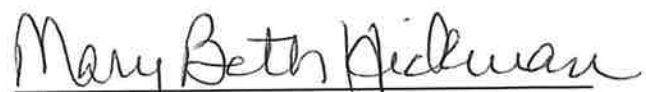
APPROVED AS TO FORM AND LEGALITY:



Tammy M. D. Rackard, City Attorney



Warren L. Gooch, Mayor



Mary Beth Hickman, City Clerk

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

OAKRIDGE

2023 FORD F250 SUPER CAB 4WD PICKUP
 WHITE 6.5 FT BED

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: February 9, 2023
 We are pleased to quote you the following:

2024

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F250 SUPER CAB 4WD PICKUP	\$43,210.00	<i>46.517</i>
2		6.8 LITER V-8 GAS, 10 SPEED TRANSMISSION		
3		EXTERIOR -- WHITE		
4		INTERIOR -- SLATE VINYL		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS	\$835.00	<i>835</i>
7				TBD
8				
9				
10				
11				
12		TOTAL X 1	\$44,045.00	<i>47.352</i>

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

John Hamby

 PER

February 9, 2023

 DATE



Purchase Order # DP 938

POST OFFICE BOX 1
OAK RIDGE, TENNESSEE 37831-0001

Email address : procurement@oakridgetn.gov

Vendor ID: 10891

Email:

Purchase Order number on bill of lading,
packing slip and invoice is required for
payment.

PO Date: 05/05/2023

Required Date:

Ship To: Oak Ridge - CSC Warehouse
100 Woodbury Lane
Oak Ridge, TN 37830

FOB:
Terms:
Special Instructions:

FORD OF MURFREESBORO
1550 NW BROAD ST
MURFREESBORO TN 37129

Subject:
Comment: 2023 Ford F250 for Parks

Line	Qty	Unit	Part No.	Description	Unit Price	Total
1	1	EA		TNSWC (209)#72320 2023 Ford F250 Super Cab 4WD Pickup 6.8 Liter Eco-Boost V-8 Gas w/ 10 speed transmission Ext: White Int: Slate vinyl ***** Per Sales Quote Dated 02/14/2023 Per John Hamby ***** All documents pertaining to the sale of this vehicle shall list the name and address of the purchaser as follows: City of Oak Ridge 200 South Tulane Oak Ridge, TN 37830 ***** To schedule delivery of this vehicle, contact the Equipment Shop Manager at 865-425-1815 ***** Approved by City Council on April 10, 2023 Resolution No. 4-38-2023 COR # 306	\$44045.00	\$44,045.00
					Non-Taxable Subtotal	\$ 44,045.00
					Taxable Subtotal	\$ 0.00
					Taxes	\$ 0.00
					Total	\$ 44,045.00

H212
X213

RED 34879

Purchasing Department Contact: Lyn Majeski
Email: lmajeski@oakridgetn.gov
Phone: 865-425-1819

Acceptance of this constitutes an agreement to make delivery
within specified time. Do not substitute unless authorized.

jm

authorized on behalf of Oakridge

Ford of Murfreesboro

John Hamby
 1550 NW Broad St.
 Murfreesboro, TN 37129

SALES QUOTATION

STATE CONTRACT- 000075348

TO:

OAKRIDGE

2023 FORD F350 SUPER CAB 4WD PICKUP
 WHITE 8FT BED

F.O.B.
 TERMS
 DELIVERY
 NUMBER

Thank you for your inquiry dated: February 14, 2023
 We are pleased to quote you the following:

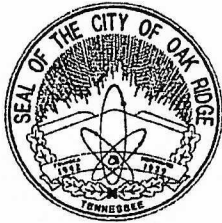
2024

ITEM	QUANTITY		UNIT PRICE	DELIVERY DATE
1	1	2023 FORD F350 SUPER CAB 4WD PICKUP	\$43,517.00	47,474
2		6.8 LITER V-8 GAS, 10 SPEED TRANSMISSION		
3		EXTERIOR -- WHITE		
4		INTERIOR -- SLATE VINYL		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS	\$835.00	835
7				TBD
8				
9				
10				
11				
12		TOTAL X 1	\$44,352.00	48,306

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

John Hamby
 PER

February 14, 2023
 DATE



POST OFFICE BOX 1
OAK RIDGE, TENNESSEE 37831-0001

Email address : procurement@oakridgetn.gov

Vendor ID: 10891

Email:

Purchase Order # DP 937

Purchase Order number on bill of lading,
packing slip and invoice is required for
payment.

PO Date: 05/05/2023

Required Date:

Ship To: Oak Ridge - CSC Warehouse
100 Woodbury Lane
Oak Ridge, TN 37830

FOB:

Terms:

Special Instructions:

FORD OF MURFREESBORO
1550 NW BROAD ST
MURFREESBORO TN 37129

Subject:

Comment: 2023 Ford F350 for Parks

Line	Qty	Unit	Part No.	Description	Unit Price	Total
1	1	EA		TNSWC (209)#72320 2023 Ford F350 Super Cab 4WD Pickup 6.8 Liter Eco-Boost Gas w/ 10 speed transmission Ext: White Int: Slate vinyl Per Sales Quote Dated 02/14/2023 Per John Hamby All documents pertaining to the sale of this vehicle shall list the name and address of the purchaser as follows: City of Oak Ridge 200 South Tulane Oak Ridge, TN 37830 To schedule delivery of this vehicle, contact the Equipment Shop Manager at 865-425-1815 Approved by City Council on April 10, 2023 Resolution No. 4-38-2023 COR # 492	\$44352.00	\$44,352.00
					Non-Taxable Subtotal	\$ 44,352.00
					Taxable Subtotal	\$ 0.00
					Taxes	\$ 0.00
					Total	\$ 44,352.00

*M213
RED 31403*

Purchasing Department Contact: Lyn Majeski
Email: lmajeski@oakridgetn.gov
Phone: 865-425-1819

Acceptance of this constitutes an agreement to make delivery
within specified time. Do not substitute unless authorized.

authorized on behalf of Oakridge

RESOLUTION

A RESOLUTION AMENDING RESOLUTION 4-38-2023 TO INCREASE THE AUTHORIZED EXPENDITURE AMOUNT FROM A NOT-TO-EXCEED AMOUNT OF \$153,423.00 TO A NOT-TO-EXCEED AMOUNT OF \$160,684.00 FOR VEHICLE PURCHASES FOR THE RECREATION AND PARKS DEPARTMENT.

WHEREAS, by Resolution 4-38-2023, City Council authorized the City to purchase four (4) vehicles from Ford of Murfreesboro for the Recreation and Parks Department utilizing state contract pricing in a total not to exceed amount of \$153,423.00; and

WHEREAS, two (2) of the vehicles have been purchased and delivered, however, the remaining two (2) vehicles were delayed until the 2024 model year; and

WHEREAS, the state contract pricing for the 2024 model year is slightly above the pricing for the 2023 model year on the two (2) remaining vehicles; and

WHEREAS, the Ford F250 Super Cab 4WD Pickup increased by \$3,307.00 and the Ford F350 Super Cab 4WD Pickup increased by \$2,954.00; and

WHEREAS, the vehicles are manufactured and ready to be delivered to the City pending approval of the price increase; and

WHEREAS, the City Manager recommends amending Resolution 4-38-2023 to increase the expenditure authorization from \$153,423.00 to \$160,684.00.

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

That the recommendation of the City Manager is approved and Resolution 4-38-2023 is hereby amended to increase the expenditure amount from a not-to-exceed amount of \$153,423.00 to a not-to-exceed amount of \$160,684.00 to account for the price increase on the two (2) vehicles that were delayed until the 2024 model year.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Patrick Berge , Public Works Director
SUBJECT: State Highway Maintenance Contract FY24

Introduction

An item for Council's consideration is a resolution authorizing a contract between the City of Oak Ridge and the State of Tennessee, Department of Transportation (TDOT) that provides reimbursement to the City for maintenance of prescribed portions of State Highways located within the City Limits for the period of July 1, 2024 to June 30, 2025.

Funding

The contract includes total reimbursement of \$171,621.07. The total is based on the approximate reimbursement of \$159,427.87 for roadway pavement maintenance, \$6,750.00 for mowing in medians, and \$5,443.20 for litter removal. The pavement maintenance reimbursement is calculated at \$0.17 per square yard of pavement, with a total pavement or curb to curb width area of 937,811 square yards. While the cost of street maintenance continues to rise, based upon historical records our cost should be fully reimbursed. The mowing reimbursement is based on a monthly cycle for six (6) months of the year for the 135 acres of median located along the state routes at a rate of \$50 per acre. The City is not reimbursed for any mowing of the right-of-way located back of the curb or edge of pavement. The contract also provides reimbursements for twelve (12) monthly litter pickups along State routes.

Background

Activities covered by this contract include all routine maintenance, such as pavement repair, striping, sweeping, snow removal, mowing of medians, and litter removal. Only work performed in the areas located between curb and curb, or between shoulders is eligible for reimbursement. The sections of roadway included in the contract are: State Route 95 (Oak Ridge Turnpike) from Southwood Lane to the eastern City Limits; State Route 62 (Illinois Avenue) from the northern City limit to the Solway Bridge; and State Route 170 (Edgemoor Road) from the Edgemoor Bridge to the SR62 Interchange.

Recommendation

Staff recommends approval of the resolution as attached.

Attachments:

Oak Ridge CMA 2024.pdf

Resolution - TDOT - State Highway Maintenance Contract FY 2025.docx

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

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

Contractor Edison Registration ID # 0000002875
Contract #: CMA 2512

A. SCOPE OF SERVICES:

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

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one hundred and seventy one thousand six hundred and twenty one dollars and seven cents (\$171,621.07). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Casey Wood, Operations District Supervisor
Tennessee Department of Transportation
1045 Maintenance Lane, Knoxville Tn 37914
casey.wood@tn.gov
Telephone # 865-594-2408
FAX # 865-594-2130

The Contractor:

Patrick Berge, Director of Public Works
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tn 37831-0001
Telephone # 865-425-1875
FAX # 865-425-1843

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

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

IN WITNESS WHEREOF,

CITY OF OAK RIDGE:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY

LESLIE SOUTH, GENERAL COUNSEL **DATE**

GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

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

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

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

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

NOTE:

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

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD^2):	937811
Calculated Maximum Reimbursement (Roadway Surface):	\$ 159,427.87

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundary Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR095	Oak Ridge Turnpike	BEGIN	Roane/Anderson Line	1E	Yes	0	2.3	12144	106	12	16192.00	126837.33
		CHANGE		1D	No	2.3	5	14256	106	0	0	167904.00
		END	Eastern City Limits	1E	Yes	5	7.5	13200	95	12	17600	121733.33
SR062	Illinois Ave	BEGIN	North City Limits to West Outer	1G	Yes	0.8	1.2	2112	102	12	2816	21120.00
		CHANGE	West Outer -	1D	No	1.2	2.8	8448	106	0	0	99498.67
		CHANGE	Tulane - Centrifuge Way	1D	No	2.8	4.3	7920	98	0	0	86240.00
		CHANGE	Centrifuge Way - Bethel Valley	1E	No	4.3	5.6	6864	102	12	9152	68640.00
		CHANGE		1D	No	5.6	6.7	5808	112	0	0	72277.33
		CHANGE		1E	No	6.7	6.9	1056	98	12	1408	10090.67
		END	End at Solway Bridge	1D	No	6.9	7.19	1531.2	98	0	0	16673.07
SR170	Edgemoor Road	BEGIN	Edgemoor Bridge - Solway Int	1C	No	0	2.81	14836.8	46	0	0	75832.53
SR095		BEGIN	Southwood Ln.	1C	No	8.415	8.64	1188	82	0	0	10824.00
		CHANGE		1C	No	8.64	8.76	633.6	95	0	0	6688.00
		CHANGE		1C	No	8.76	8.92	844.8	82	0	0	7697.07
		CHANGE		1D	No	8.92	9.23	1636.8	72	0	0	13094.40
		CHANGE		1D	No	9.23	9.36	686.4	74	0	0	5643.73
		CHANGE		1E	No	9.36	9.97	3220.8	73	18	6441.6	19682.67
		CHANGE		1E	No	9.97	10.03	316.8	68	18	633.6	1760.00
		END	Roane/Anderson Line	1E	No	10.03	10.22	1003.2	58	18	2006.4	5573.33
								Total Length (mi.):	18.505	Total Roadway Surface:		937811

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

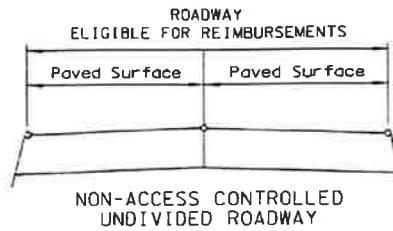


FIGURE 1A

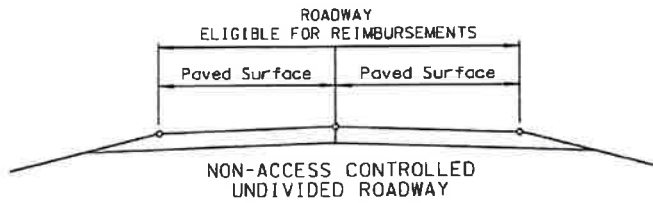


FIGURE 1B

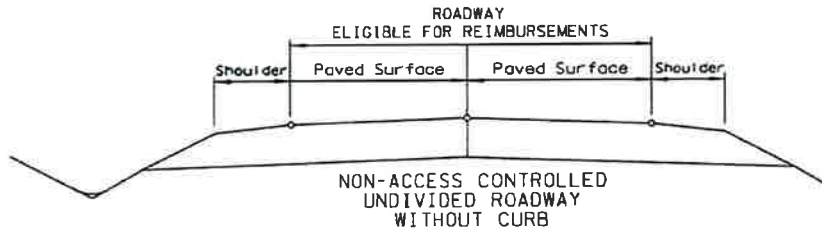


FIGURE 1C

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

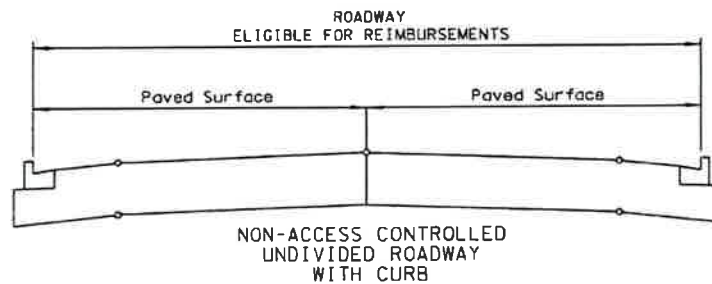


FIGURE 1D

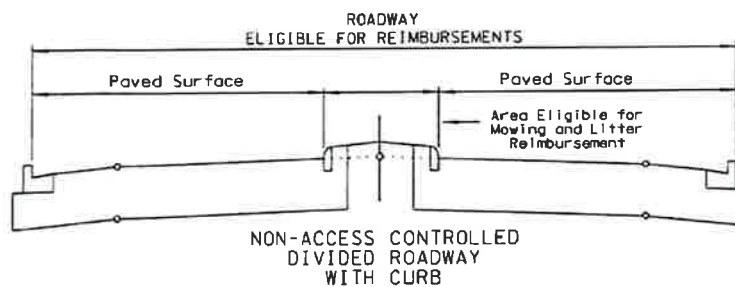


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

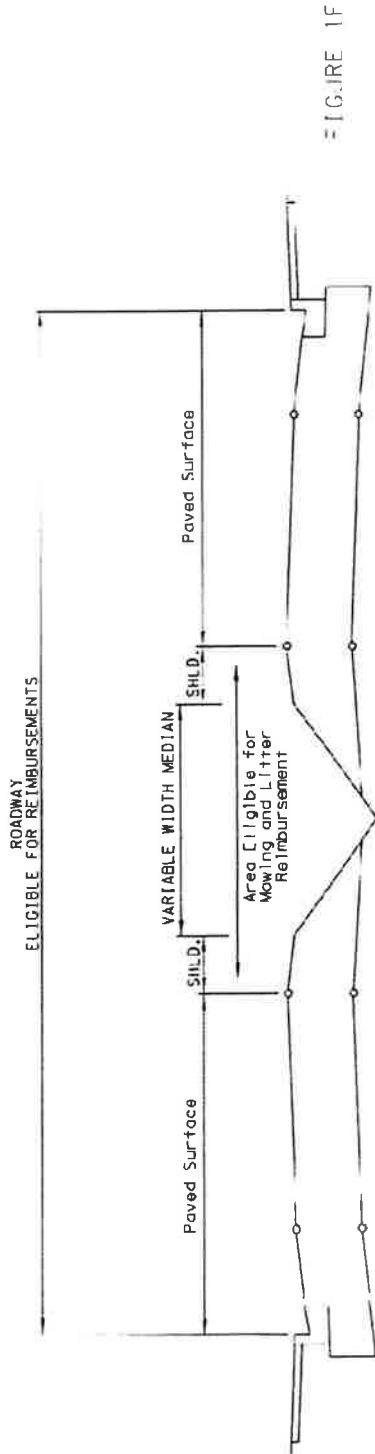


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

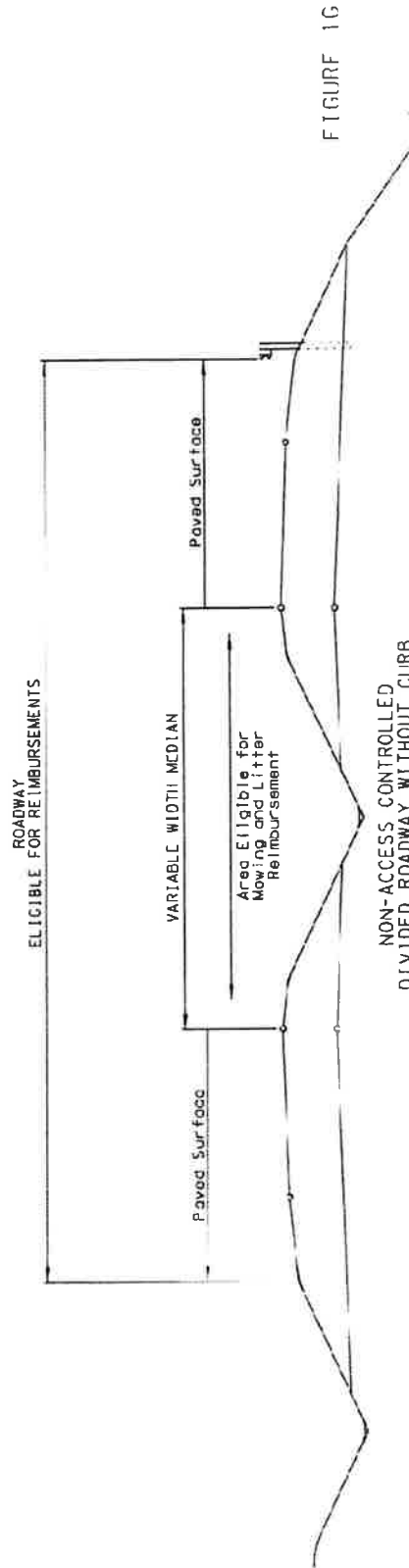


FIGURE 1G

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITHOUT CURB

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

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

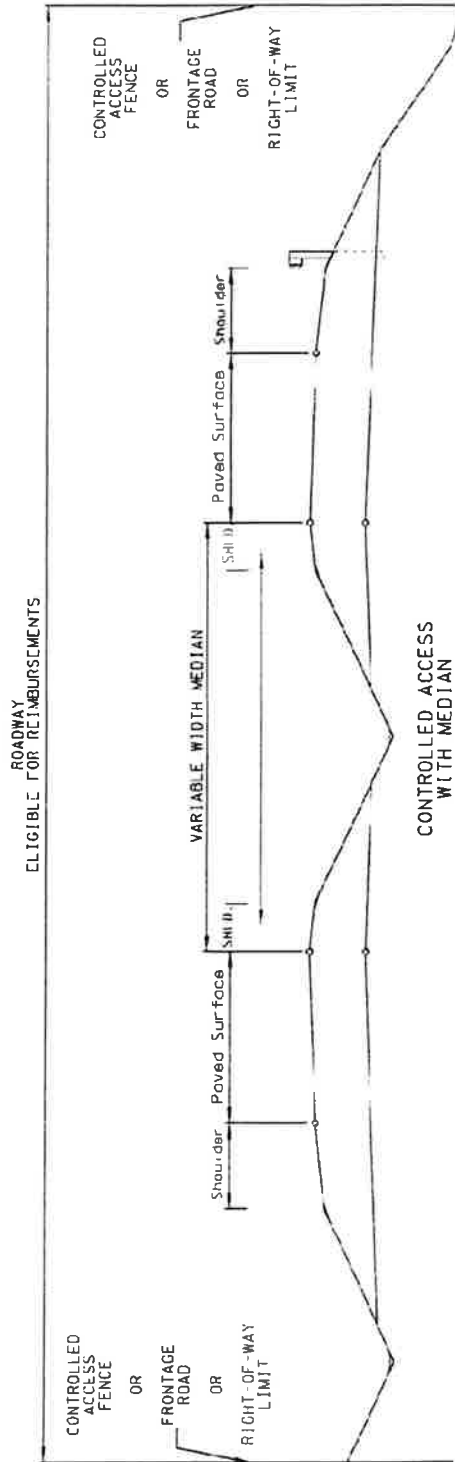


FIGURE 2A

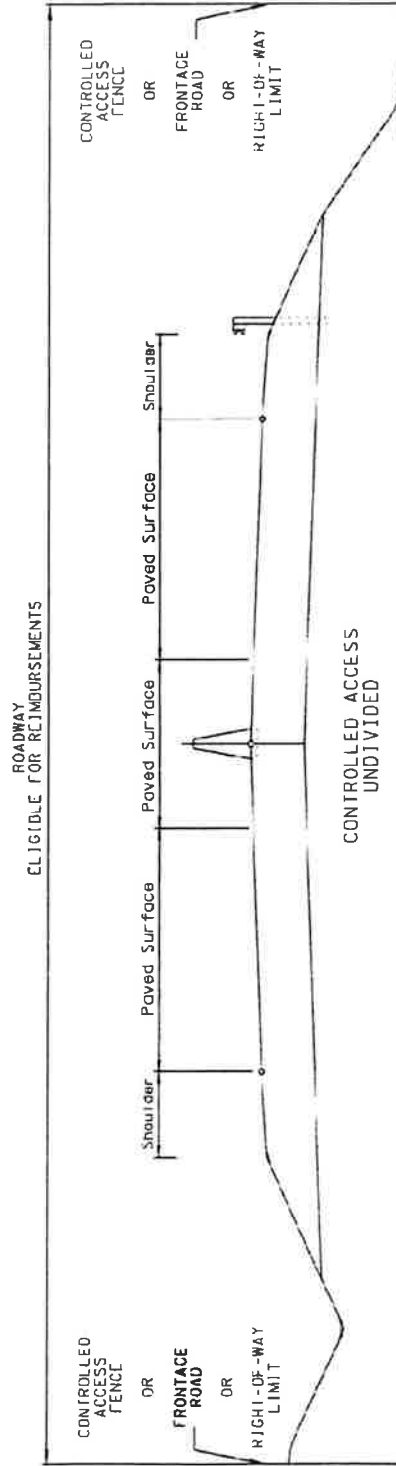


FIGURE 2B

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

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

"EXHIBIT B"
MAXIMUM ALLOWABLE EQUIPMENT RATES
2024-2025 FISCAL YEAR

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (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

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 \$171,621.07 FOR FISCAL YEAR 2025.

WHEREAS, the City has executed 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, 2024, through June 30, 2025 (Fiscal Year 2025) for a total reimbursement of \$171,621.07, which includes \$159,427.87 for roadway and pavement maintenance, \$6,750.00 for mowing of medians, and \$5,443.20 for litter removal; and

WHEREAS, the City Manager recommends this contract 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 execute a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance (including mowing and litter removal) of prescribed sections of State routes within Oak Ridge during the period of July 1, 2024, through June 30, 2025 (Fiscal Year 2025) for a total reimbursement of \$171,621.07, and for the considerations set out in said contract prepared by the State and presented to the City for execution.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Travis Solomon , Fire Chief
SUBJECT: Tennessee Emergency Management Agency/Military Department Grant

Introduction

An item for City Council's consideration and an accompanying resolution authorizing the City to apply for, and accept if awarded, a Tennessee Emergency Management Agency (TEMA)/Military Department grant in the amount of \$21,000.00 for the Oak Ridge Fire Department.

Funding

This grant requires no matching funds.

Background

Each year the Department of Energy provides grant funding to TEMA to administer a local grant program to local agencies, which support Department of Energy emergency response. The grant is for \$21,000.00 and all items purchased must be approved by TEMA before the purchases can be made. Oak Ridge Fire Department has been using this grant for several years to support our hazardous materials emergency response capabilities.

Recommendation

Staff recommends approval of the attached resolution to allow a grant request to be sent to the Tennessee Emergency Management Agency - Military Department Grant program for consideration.

Attachments:

[City of Oak Ridge DOE 2024 REV.pdf](#)

[Resolution - TEMA Grant.docx](#)



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 12/01/2023	End Date 07/31/2024	Agency Tracking # 34101-29124	Edison ID
---------------------------------	-------------------------------	---	------------------

Grantee Legal Entity Name CITY OF OAK RIDGE	Edison Vendor ID 2875
---	---------------------------------

Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number 81.214
	Grantee's fiscal year end June 30th

Service Caption (one line only)
 DEPARTMENT OF ENERGY PASS-THROUGH FUNDING FOR OFF-SITE EMERGENCY PLANNING AND RESPONSE

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		21,000.00			21,000.00
TOTAL:		21,000.00			21,000.00

Grantee Selection Process Summary	
<input type="checkbox"/> Competitive Selection	
<input checked="" type="checkbox"/> Non-competitive Selection	This contract is in the best interest of the State. The Department of Energy (DOE) program supports the Tennessee Agreement between DOE and the State of Tennessee. The agreement assures citizens that their health, safety and the environment are protected.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	<i>CPO USE - GG</i>
---	---------------------

Speed Chart (optional)	Account Code (optional) 71302000
-------------------------------	--

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF OAK RIDGE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (TEMA), hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Oak Ridge, hereinafter referred to as the "Grantee," is for the provision of pass-through funding from the Department of Energy (DOE), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2875

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall maintain the capability to respond off-site during DOE emergencies as defined in the State of Tennessee Multi-Jurisdictional Emergency Response Plan (MJERP) for the Department of Energy Oak Ridge Reservation.
- A.3. The Grantee shall maintain the capability for the provision of assets to DOE sites and offsite per Mutual Aid Agreements and Memoranda of Understanding with DOE. A current list of these documents may be found in the MJERP.
- A.4. The Grantee shall participate in the development of drills and exercises and attend exercise planning meetings related to DOE sites as requested by TEMA.
- A.5. The Grantee shall participate in all drills and exercises related to the DOE sites as requested by TEMA.
- A.6. The Grantee shall attend scheduled quarterly meetings with DOE and TEMA.
- A.7. The Grantee shall ensure the development of local plans and procedures to ensure the Grantee's responsibilities as defined in the MJERP can be met.
- A.8. The Grantee shall identify equipment procured in support of this Grant and provide reimbursement information on the purchase of this equipment as requested by TEMA.
- A.9. The Grantee shall furnish to the TEMA East Regional Office a quarterly report, not later than fifteen days after the end of each quarter that describes the activities performed in support of the MJERP.
- A.10. The Grantee shall provide updates to the MJERP as requested by TEMA to include but not limited to changes in local planning information or capabilities including specific roadblock locations or assignments, endangered facilities, evacuation routes, pre-designated shelter assignments, and assigned responsibilities.
- A.11. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on December 1, 2023 (“Effective Date”) and ending on July 31, 2024, (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State’s exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee’s activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency’s requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee’s responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State’s obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency’s policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State’s federal preaward authority is December 1, 2023.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty-one thousand dollars and 00/100 (\$21,000.00) (“Maximum Liability”). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 DOE Grant Program
 803 North Concord Street
 Knoxville, TN 37919

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Roger Thompson, DOE Program Manager
 Tennessee Emergency Management Agency
 803 North Concord Street
 Knoxville, TN 37919
roger.thompson@tn.gov
 Telephone #: (865) 594-5660
 FAX #: (865) 594-5668

The Grantee:

Randy Hemann, City Manager
 City of Oak Ridge
 200 South Tulane Avenue
 Oak Ridge, TN 37830
rhemann@oakridgetn.gov
 Telephone #: (865) 425-3550
 FAX #: N/A

Point of Contact:

Travis Solomon, Fire Chief
 City of Oak Ridge Fire Department
 P.O. Box 1
 Oak Ridge, TN 37831
tsolomon@oakridgetn.gov
 Telephone #: (865) 425-3520
 Fax #: N/A

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a

competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee’s representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee’s performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease

payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract.

The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- a. Percentage of state funds applied to the purchase;
- b. Location within the Grantee's operations where the equipment or motor vehicles is used;
- c. Condition of the property or disposition date if Grantee no longer has possession;
- d. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions

agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

E.4. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.

IN WITNESS WHEREOF,

CITY OF OAK RIDGE:

GRANTEE SIGNATURE

DATE

RANDY HEMANN, CITY MANAGER

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL

DATE

THE ADJUTANT GENERAL, MILITARY DEPARTMENT

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1
Page 1

GRANT BUDGET				
GRANTEE NAME: CITY OF OAK RIDGE				
U.S. DEPARTMENT OF ENERGY (DOE) PASS-THROUGH FUNDING FOR OFF-SITE PLANNING AND RESPONSE				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 12/01/2023		END: 07/31/2024		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT AGREEMENT	GRANTEE PARTICIPIATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	21,000.00	0.00	21,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	21,000.00	0.00	21,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
OFF-SITE EMERGENCY PLANNING AND RESPONSE	21,000.00
TOTAL	21,000.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	CITY OF OAK RIDGE
Subrecipient's Unique Entity Identifier (SAM)	MB35T58NKCJ7
Federal Award Identification Number (FAIN)	DE-SCO019506/0012
Federal award date	2/23/2024
Subaward Period of Performance Start and End Date	12/01/2023 – 07/31/2024
Subaward Budget Period Start and End Date	12/01/2023 – 07/31/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	81.214 DEPARTMENT OF ENERGY
Grant contract's begin date	12/01/2023
Grant contract's end date	07/31/2024
Amount of federal funds obligated by this grant contract	21,000.00
Total amount of federal funds obligated to the subrecipient	21,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	6,354,975.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	DOE 2024
Name of federal awarding agency	DEPARTMENT OF ENERGY
Name and contact information for the federal awarding official	Iralien Sainvilmar NNSA Non M&O Contracting Operations NA-APM-12 Albuquerque Complex P.O. Box 5400 Albuquerque, NM 87185-5400
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Roger Thompson, DOE Program Manager Tennessee Emergency Management Agency 803 North Concord Street Knoxville, TN 37919 roger.thompson@tn.gov Telephone #: (865) 594-5660 FAX #: (865) 594-5668
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA), IN THE AMOUNT OF \$21,000.00 FOR THE FIRE DEPARTMENT WITH NO LOCAL MATCH REQUIRED.

WHEREAS, the Tennessee Emergency Management Agency (TEMA) administers a local grant program for the Tennessee Department of Military to provide equipment to agencies which support the United States Department of Energy (DOE) emergency response; and,

WHEREAS, the City is eligible to receive \$21,000.00 in grant funds from TEMA and has been a recipient of this grant for several years to support the City's hazardous materials emergency response capabilities; and,

WHEREAS, said grant requires no local matching funds; and,

WHEREAS, TDOT has submitted the Grant Contract for FY2024 to the City and the City Manager recommends approval of the contract.

NOW, THEREFORE, BE 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 accept the U.S. Department of Energy (DOE) Pass-Through Funding for Off-Site Emergency Planning and Response grant from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency (TEMA), in the amount of \$21,000.00 to be used by the Fire Department for grant authorized purchases.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Amy Fitzgerald , Information Services Director

SUBJECT: A Resolution Authorizing the City to Apply for, and Accept if Awarded, Environmental Protection Agency (EPA) Community Project Grant Funds in an Amount up to \$12,090,000.00 to be used for the Supervisory Control and Data Acquisition (SCADA) system for the New Water Treatment Plant and Replacement of Legacy Water Lines and Valves, With Matching Funds Provided from the Waterworks Fund.

SUPPORTING DEPARTMENT: Public Works

Introduction

An item for Council's consideration is a resolution authorizing the City to apply for EPA Community Project Grant Funds in a total amount up to \$12,090,000.00, and to accept grant funds, if awarded.

Funding

Funding is authorized by congressional legislation through the EPA Community Project Grants Program. Matching funds of up to twenty percent (20%) would come from the city's Waterworks Fund.

Background

The City of Oak Ridge is engaged in a multi-year effort to replace legacy WWII-era water infrastructure, including the construction of a new water treatment plant and replacement of twelve-inch (12") cast iron original waterlines and valves. Staff has identified the acquisition of a SCADA system for the new water treatment plant and the replacement of 12" original cast iron feed lines to two major tanks and pressure reducing valves as eligible for community project grant funds. An application for noncompetitive FY25 grant funding for has been prepared for submittal through the office of Congressman Chuck Fleischmann. Application for, and acceptance of these funds (if awarded) lowers the overall cost of ongoing legacy water infrastructure replacement, replacing up to \$12.09 million in ratepayer costs with grant funds.

Recommendation

Staff recommends approval of the attached resolution.

Attachments:

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, AND ACCEPT IF AWARDED, A COMMUNITY PROJECT GRANT FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR THE NEW WATER TREATMENT PLANT AND REPLACEMENT OF LEGACY WATER LINES AND VALVES IN AN AMOUNT UP TO \$12,090,000.00, SAID GRANT REQUIRING A TWENTY PERCENT (20%) LOCAL MATCH.

WHEREAS, the United States Environmental Protection Agency (EPA) has non-competitive grant funding available under the Community Project Grant program; and

WHEREAS, up to \$12,090,000.00 is available under the grant with a twenty percent (20%) local match required; and

WHEREAS, the City desires to apply for the grant to acquire a Supervisory Control and Data Acquisition (SCADA) System for the new Water Treatment Plant and to replace legacy water lines and vales; and

WHEREAS, the City Manager recommends the City submit the grant application and accept the grant if awarded.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to apply for, and accept if awarded, a Community Project grant from the United States Environmental Protection Agency (EPA) in an amount up to \$12,090,000.00 to be used for the acquisition of a Supervisory Control and Data Acquisition (SCADA) System for the new Water Treatment Plant and replacement of legacy water lines and vales; said grant requiring a twenty percent (20%) local match which would come from the City's Waterworks Fund.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Janice McGinnis , Finance Director
SUBJECT: Unclaimed Property

Introduction

An item for City Council’s consideration is a resolution requesting that the State return to the City all unclaimed property (cash) remitted to the State that has not been claimed by the owner. This includes all unclaimed property the State holds, regardless of the year originally filed and remitted by the City to the State.

Funding

There is no funding associated with this item.

Background

Under Tennessee State Law, a resolution must be passed by the governing body each year that a claim is filed by the City with the State of Tennessee. The City’s unclaimed property is comprised of checks issued by the City that never cleared the City’s bank account. This is primarily utility deposits for which the refund check was never cashed and property tax overpayments or duplicate payments for which the refund check to the appropriate individual was never cashed. The State lists the unclaimed property on a statewide website for owners to claim the refund. The State holds the property for at least 18 months and if the property remains unclaimed it is eligible for return back to the local government.

Recommendation

Staff recommends approval of the attached resolution. This resolution allows the City rather than the State to retain unclaimed property. The City is required to maintain records regarding ownership of the returned unclaimed property so that if a claimant comes forward the City can make payment of the claim.

Attachments:

RESOLUTION

A RESOLUTION TO REQUEST UNCLAIMED BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT.

WHEREAS, Tennessee Code Annotated § 66-29-146(c) provides that a local government in Tennessee may request payment for the unclaimed balance of funds reported and remitted by the local government if it exceeds \$100.00, less a proportionate share of the cost of administering the program; and,

WHEREAS, the City of Oak Ridge has remitted unclaimed accounts to the State Treasurer in accordance with the Uniform Unclaimed Property Act; and,

WHEREAS, the City of Oak Ridge agrees to meet all the requirements of Tennessee Code Annotated § 66-29-101, et seq., and to accept liability for future claims against accounts represented in funds paid to it; and,

WHEREAS, it is agreed that the City of Oak Ridge will retain a sufficient amount to ensure prompt payment of allowed claims and that the balance of funds will be deposited in the City's general fund.

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

That the City Council of the City of Oak Ridge requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of Tennessee Code Annotated § 66-29-146(c).

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be transmitted to the State of Tennessee Treasurer.

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Kendahl Moore
SUBJECT: Janitorial and Day Porter Services Contract Increase for Building K-1225

Introduction

An item for City Council's consideration is approval of a Resolution to increase the contract with Duncan & Sons' Building Maintenance, LLC for janitorial and day porter services and related supplies for the K1225 building at 403 Victorious Boulevard, Oak Ridge, Tennessee by \$30,000 for an amount not to exceed \$102,540.

Funding

The contract will be paid directly by the City and reimbursed by UCOR, tenant of the K-1225 building.

Background

The City acquired the K-1225 building at 403 Victorious Boulevard, Oak Ridge, Tennessee for the development of the Oak Ridge General Aviation Airport. Under the previous owner, the building was leased to UCOR and the City continues that lease. UCOR has requested their lease be extended and because the building is not scheduled for demolition, the City is extending the lease.

Council previously approved contracting with Duncan & Sons' Building Maintenance, LLC for janitorial and day porter services at K-1225 under Resolution 11-137-2023. The lease extension necessitates an extension janitorial and day porter services. The tenant wishes to continue these services and has agreed to those reimburse costs.

Recommendation

Staff recommend approval of the attached Resolution.

Attachments:

[Resolution 11-137-2023 - Duncan and Sons.pdf](#)

[Resolution - Amend Resolution 11-137-2023 - Janitorial and Day Porter Services for Building K-1225.docx](#)

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BID AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH DUNCAN & SONS' BUILDING MAINTENANCE, LLC, FOR JANITORIAL AND DAY PORTER SERVICES FOR BUILDING K-1225 (403 VICTORIUS BOULEVARD) IN AN AMOUNT NOT TO EXCEED \$72,540.00, WHICH AMOUNT WILL BE REIMBURSED TO THE CITY BY BUILDING K-1225'S TENANT (UCOR).

WHEREAS, by Resolution 7-96-2023, City Council authorized the City Manager to move forward with acquisition of privately held real properties for the further development of the Oak Ridge General Aviation Airport; and

WHEREAS, the City acquired two properties – 403 Victorious Boulevard (Building K-1225) and 107 Heritage Center Boulevard (Building K-1007) – on October 31, 2023; and

WHEREAS, Building K-1225 has a tenant, UCOR, that will remain on the property until such time as the City needs to demolish the structure, the tenant relocates, or September 30, 2023, whichever occurs first; and

WHEREAS, the City does not have the staff needed to provide the level of janitorial and day porter services for UCOR and Duncan & Sons' Building Maintenance, LLC, has agreed to allow the City to assume the contract of the prior property owner for said services, which cost will be reimbursed to the City by UCOR monthly in addition to the required rent payments; and

WHEREAS, the City Manager recommends waiving the competitive bid process and approving the contract with Duncan & Sons' Building Maintenance, LLC.

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

That the recommendation of the City Manager to waive competitive bids is approved, and the City is hereby authorized to enter into a contract with Duncan & Sons' Building Maintenance, LLC, for janitorial and day porter services for Building K-1225 located at 403 Victorious Boulevard in an amount not to exceed \$72,540.00.

BE IT FURTHER RESOLVED that all costs associated with said contract will be reimbursed to the City by UCOR, tenant of Building K-1225.


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

This 13th day of November 2023.


APPROVED AS TO FORM AND LEGALITY:



Tammy M. Rackard, City Attorney



Warren L. Gooch, Mayor



Mary Beth Hickman, City Clerk

RESOLUTION

A RESOLUTION AMENDING RESOLUTION 11-137-2023 TO INCREASE THE AUTHORIZED COMPENSATION AMOUNT FOR THE CONTRACT (FY2024-085) WITH DUNCAN & SONS' BUILDING MAINTENANCE, LLC, FOR JANITORIAL AND DAY PORTER SERVICES FOR BUILDING K-1225 (403 VICTORIUS BOULEVARD) FROM A NOT-TO-EXCEED AMOUNT OF \$72,540.00 TO A NOT-TO-EXCEED AMOUNT OF \$102,540.00.

WHEREAS, by Resolution 7-96-2023, City Council authorized the City Manager to move forward with acquisition of privately held real properties for the further development of the Oak Ridge General Aviation Airport; and

WHEREAS, the acquired property at 403 Victorious Boulevard (Building K-1225) is occupied and requires janitorial and day porter services beyond the capabilities of current city staff; and

WHEREAS, by Resolution 11-137-2023, City Council authorized a contract with Duncan & Sons' Building Maintenance, LLC, to continue janitorial and day porter services for the tenant (UCOR), which cost is reimbursed monthly to the City by the tenant in addition to the required rent payments; and

WHEREAS, UCOR has now requested to remain in the property through December 31, 2024, which extends the costs of the janitorial and day porter services contract by \$30,000.00; and

WHEREAS, the City Manager recommends amending Resolution 11-137-2023 to increase the compensation from \$72,540.00 to \$102,540.00.

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

That the recommendation of the City Manager is approved and Resolution 11-137-2023 is hereby amended to increase the authorized compensation amount to Duncan & Sons' Building Maintenance, LLC, for janitorial and day porter services for Building K-1225 located at 403 Victorious Boulevard (Contract FY2024-085) from a not-to-exceed amount of \$72,540.00 to a not-to-exceed amount of \$102,540.00.

BE IT FURTHER RESOLVED that all costs associated with said contract will continue to be reimbursed to the City by UCOR, tenant of Building K-1225.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Jennifer Williams , Senior Planner

SUBJECT: Planned Unit Development Preliminary Master Plan/Rezoning Request:
Scarboro Community Redevelopment Project

SUPPORTING DEPARTMENT: Public Works

Introduction

An item for City Council's consideration is a Planned Unit Development (PUD) Preliminary Master Plan and rezoning ordinance for the Scarboro Community Redevelopment Project. The request involves rezoning an approximately 10.99-acre vacant piece of property off S Dillard and Carver Avenue from B-1 and R-2 PUD to R-4-B PUD (Parcel #s 105F C 035.00 and a portion of 066.00)

Funding

There is no funding associated with this item.

Background

In September, 2023, Council approved the transfer of Parcel 035.00, located off S Dillard and Carver Avenue, to the Oak Ridge Housing Authority. Terms associated with the transfer included a commitment to construct 100-150 affordable housing units with a mix of rental and homeowner occupied units. In March, 2024 an additional ~1.7 acres, a portion of Scarboro Community Center Parcel 066.00, was also transferred.

The current proposal is a Planned Unit Development (PUD) for this site called the Scarboro Community Redevelopment Project. The project is being completed by the Oak Ridge Housing Authority in partnership with the development firm Collaborative Housing Solutions. According to the applicant, the development is intended to create affordable housing. Both City deed restrictions and other funding sources will create limitations on residents' income and maximum allowed rents, ensuring the development will meet a standard for affordable housing for a minimum of thirty (30) years.

The proposed PUD would have an underlying zoning designation of R-4-B Multifamily Residential District and would include:

- 114 residential dwelling units 66 multifamily apartment units (Phase I)
- 38 multifamily attached townhomes (Phase I)

- 10 single family/ownership lots (Phase II)
- Open space
- Streets, sidewalks, and parking facilities to serve the development

Analysis

Density

Zoning Ordinance Section 9.05(u) sets density and other requirements for PUDs. The maximum density allowed in the R-4-B zoning district is 23 units/acre.

The proposed density is 114 units over 10.99 acres, or 10.4 units/acre. More specifically, the density in the single family area is 7.5 units/acre, and the multifamily area is 11.75 units/acre. These densities are well under the maximum allowed by the Zoning Ordinance, but the development will be denser than the surrounding residential development, which is made up of primarily single family and duplex homes. In staff's opinion the proposed site design reduces the impact of the density disparity by situating the highest density structures at the center of the site while the lower density townhomes and single-family units line the exterior.

Open Space

Zoning Ordinance Sections 9.05(s) and (v) set standards for open space within a PUD. All open space must have a long term plan for ownership, and a minimum of 5% of all open space must be 'improved', meaning it contains some sort of recreation facility or equipment.

All open space in the proposed PUD is contained within the multifamily portion of the development and will be owned and maintained by the operator of the multifamily property. The improved open space includes a community building with meeting rooms and a pedestrian connection to the existing Scarborough Community Center playground. In addition, there is a court yard at the center of the multifamily area, and other landscaped open space along the perimeter.

Setbacks

Zoning Ordinance Section 9.05 Table 1 sets some minimum setback requirements for PUDs. For the R-4-B district, the only applicable setback is the PUD boundary, which is required to be equal to or greater than the setback of the adjoining district. In this case, the adjoining district is R-2 MDO, which has setback requirements of only 5'. A boundary setback of 25', which far exceeds the required 5, is proposed.

Other proposed setbacks include:

Single Family:

- Front: 10'
- Side: 0' for attached or 15'
- Rear: 15'

Multifamily:

- Front: 25'
- Side: 22'
- Rear: 25'

Roads

Several new roads are included in the project. Some are shown as remaining private, while

other are proposed to be public roads ultimately accepted and maintained by the City of Oak Ridge

Public Roads:

- 40' Right of Way shown off Carver Avenue. The public ROW makes a left turn, runs in front of homeowner occupied lots, and ends at the entrance to the multifamily portion of the development.

Private Roads:

- All roads within the multifamily portion of the development, including the access road onto S Dillard Avenue, are proposed to remain private. This is typical of driveways and roads that serve a multifamily property.

Parking

Zoning Ordinance Section 11.02(f) establishes parking requirements for residential property. The typical requirement is two (2) spaces/unit. However, there are reduced requirements for residential uses that anticipate populations with lower rates vehicle ownership. For example, residential group care facilities and homes for the elderly require only 1 space per 3 occupants plus employee parking. Additionally, parking requirements have been relaxed in other PUD developments. The Main St Lofts, for example, has residential parking requirement of 1.5 spaces/unit.

The Scarboro Redevelopment Project is proposing 2 parking spaces/unit in their single family phase, and 1.2 parking spaces/unit in the multifamily phase. This proposal is lower than most other residential developments in the City. The applicant has stated that the population served by this development, which will include many single head of household families, are expected to have a lower rate of vehicle ownership than the general population.

Sidewalks

Sidewalks are proposed on both sides of all public and private streets in the development. In addition, other sidewalks provide connectivity between parking areas, buildings, and open space. This includes a sidewalk connection to the Scarboro Community Center and playground.

Buffering/Landscaping

Because the multifamily section of the proposed PUD abuts single family dwellings, Section 13.02(f) of the Zoning Ordinance requires a minimum buffer type 'B'.

The PUD Preliminary Master Plan document shows a landscape buffer of 15' between the multifamily areas and existing single family housing. Fencing is also shown behind buildings that are closest to the PUD boundary.

Public Input/Notice

Prior to submitting this rezoning/PUD application, the applicant held a number of public meetings with the community to receive feedback and input on the project's design. A list of meetings can be found in the attachments submitted by the applicant. In addition, notices of the Planning Commission's March 21st meeting on the request were sent to all property owners in a 300' radius of the site, and a sign was posted on the property. Public comments were received in writing and in person at the Planning Commission's meeting to consider the rezoning/PUD request.

Planning Commission/TSAB Action (updated from April meeting)

This rezoning and Planned Unit Development Preliminary Master Plan request require a Planning Commission recommendation prior to City Council action. Section 9.05(e)-(g) of the Zoning Ordinance further outlines the PUD approval process. The Planning Commission has the option to recommend approval, denial, or conditional approval of the PUD.

At their March 21st, 2024 meeting, the Planning Commission voted 8-1 to recommend conditional approval of the rezoning and PUD. The proposed condition was:

- A condition that the plan be submitted to the Traffic Safety Advisory Board (TSAB) to study access points, roads, and the possibility of a traffic impact study. The applicant has agreed in writing that they concur with the Planning Commission's proposed condition.

The PUD was reviewed by TSAB at their April 15th meeting, fulfilling the Planning Commission's condition. At the meeting, the Board voted to recommend seeking out a traffic impact study that would allow them to make further recommendations (if any). Although the Board generally agreed the proposed access points were the best options available, they also noted that additional access point recommendations could be provided based upon the traffic impact study. The City Engineer also recommends a traffic impact study and would expect that to be provided as part of the next phase of development - the design/preliminary plat phase.

Recommendation

Approval of the attached ordinance is recommended.

Attachments:

[PUD Preliminary Master Plan Drawing.pdf](#)

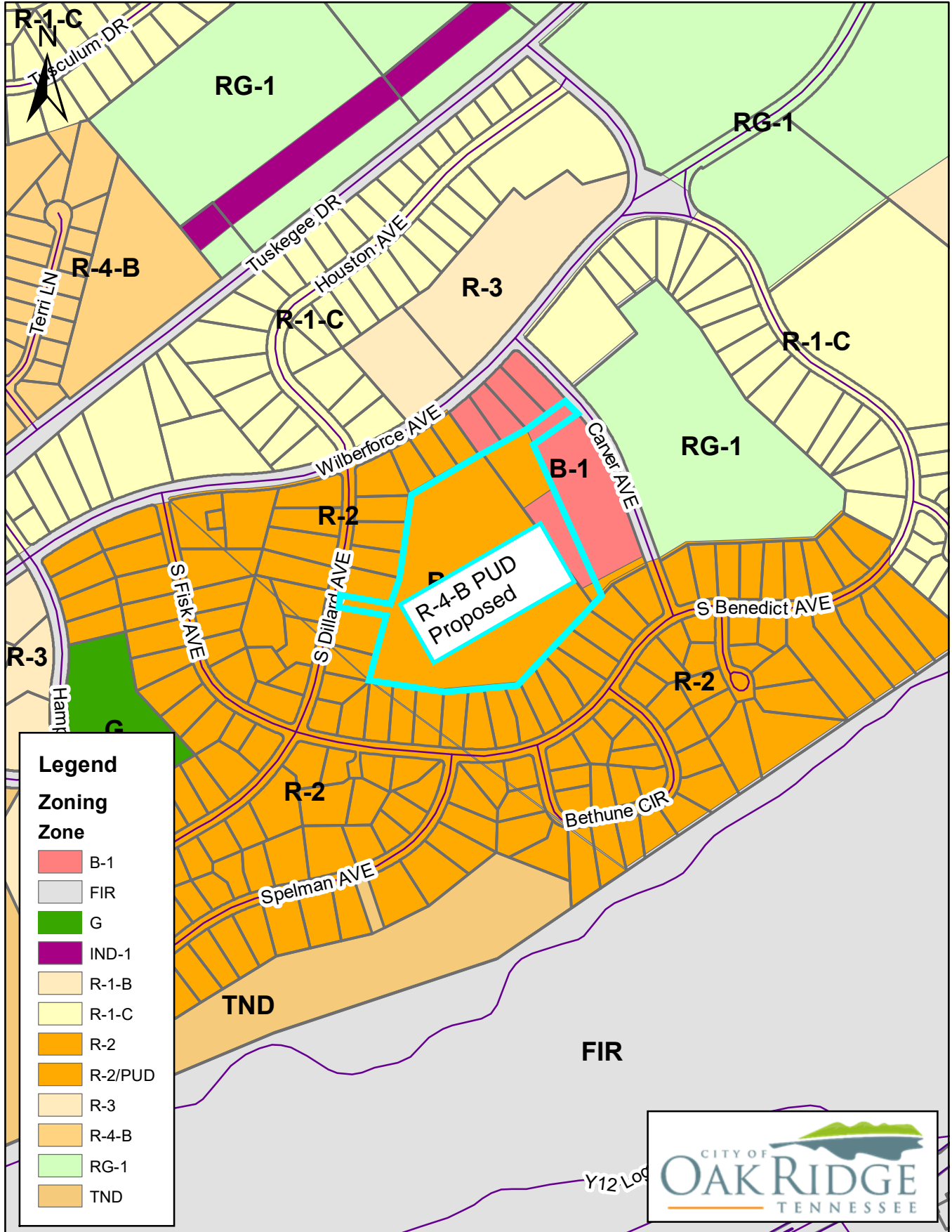
[Scarboro Rezoning Map.pdf](#)

[Site Survey.pdf](#)

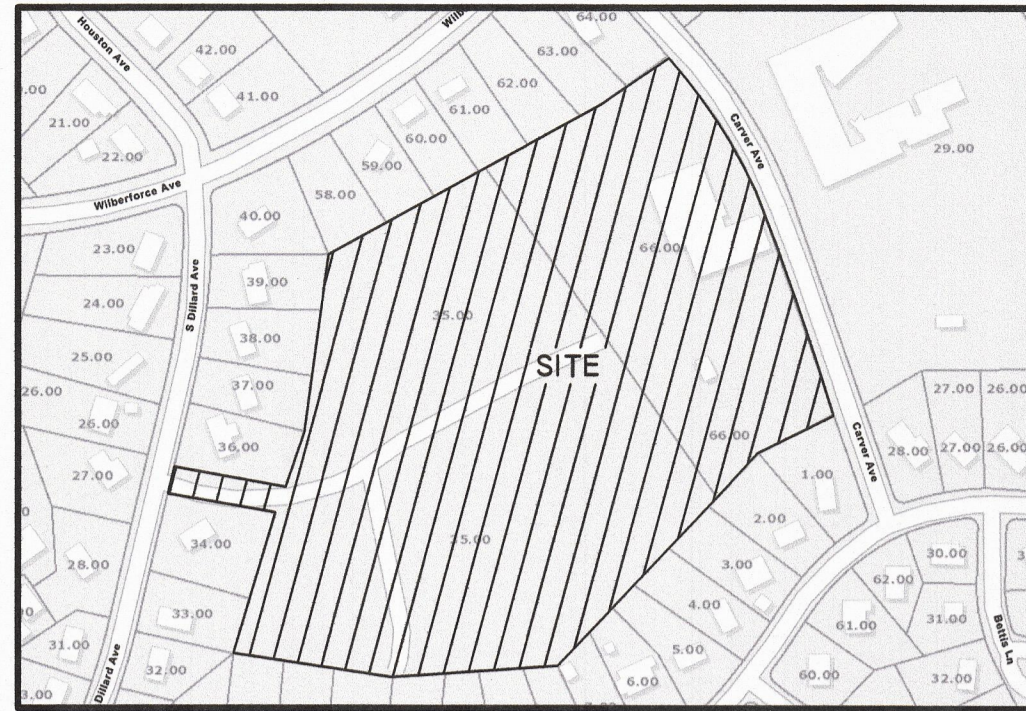
[Scarboro Planned Unit Development - General Information.pdf](#)

[Rezoning_Ordinance_-_Carver_and_S._Dillard_-_ORHA_s_Redevelopment_Project_in_Scarboro_Community.docx](#)

Scarboro Community Redevelopment Project B-1 and R-2 PUD to R-4-B PUD



LOCATION MAP



NOT TO SCALE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	819.50'	40.23'	40.22'	S 41°19'33" E	2°48'45"
C2	819.50'	169.34'	169.04'	S 34°00'00" E	11°50'21"
C3	700.99'	95.25'	95.18'	S 24°11'16" E	7°47'07"

LINE	BEARING	DISTANCE
L1	S 42°36'23" W	29.89'
L2	N 59°25'20" E	15.13'
L3	N 59°47'23" E	37.03'

CERTIFICATION OF THE APPROVAL OF UTILITIES AND REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT:
 (1) ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED SATISFACTORILY,
 OR (2) NO REQUIRED IMPROVEMENTS ARE INCLUDED IN THIS PROJECT,
 OR (3) A SECURITY BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE _____ APPROVING AGENT DESIGNATED BY THE PLANNING COMMISSION

CERTIFICATION OF THE APPROVAL OF WATER AND SEWAGE SYSTEMS

I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWAGE DISPOSAL UTILITY SYSTEM INSTALLED, OR PROPOSED FOR INSTALLATION, FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND LOCALLY ESTABLISHED STANDARDS, AND ARE HEREBY APPROVED AS SHOWN.

DATE _____ HEALTH OFFICER DESIGNATED BY THE PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF ELECTRIC UTILITIES AND REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT:
 (1) ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED SATISFACTORILY, OR
 (2) THERE ARE NO ELECTRICAL INFRASTRUCTURE REQUIREMENTS FOR THIS PROJECT,
 (3) A BOND IN THE AMOUNT OF \$ _____ HAS BEEN POSTED BY THE DEVELOPER FOR THE UNFINISHED PORTION OF THE ELECTRICAL INFRASTRUCTURE (AS OF _____) FOR WHICH HE IS RESPONSIBLE.
 (4) A DEVELOPER'S AGREEMENT HAS BEEN EXECUTED. YES _____ NO _____
 (5) THE DEVELOPER HAS PAID THE CITY OF OAK RIDGE FOR COSTS AGREED TO IN THE DEVELOPER'S AGREEMENT? YES _____ NO _____

DATE _____ ELECTRIC DEPARTMENT ENGINEER OR DESIGNEE

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THE PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC USE AS NOTED.

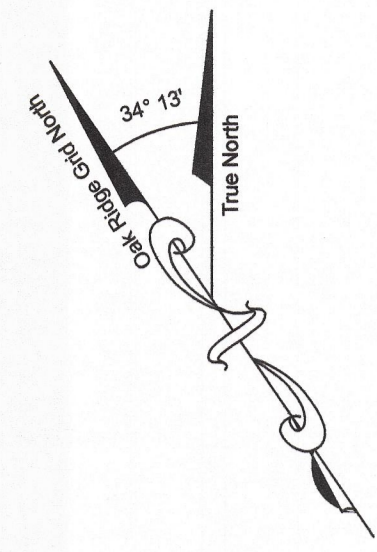
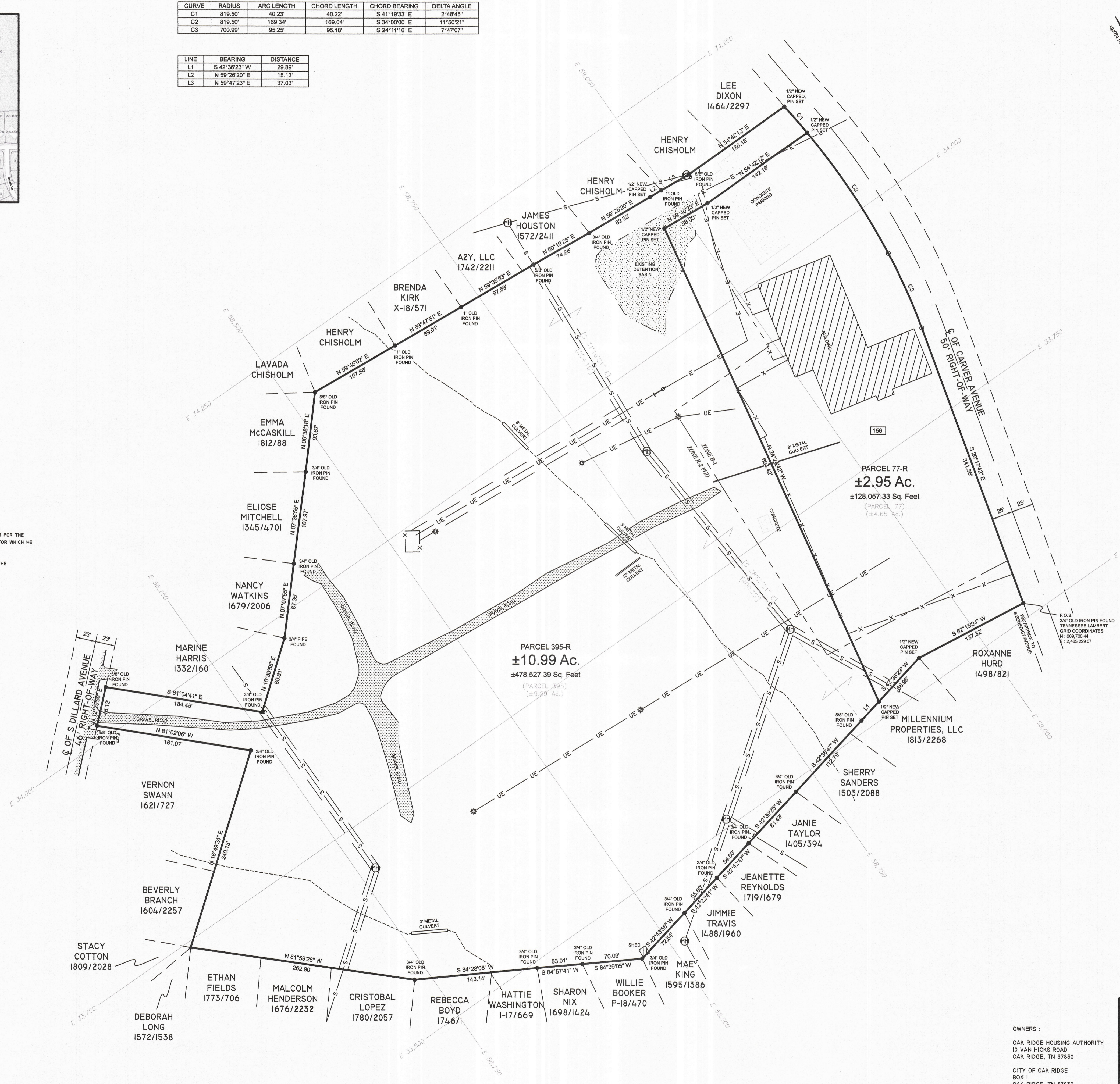
DATE _____ OWNER

DATE _____ OWNER

LEGEND

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- OLD IRON PIN AS NOTED
- ▲ TRIANGULAR CONCRETE MARKER
- UNMONUMENTED POINT
- ⚡ POWER POLE
- ⊕ MANHOLE
- ⚡ LIGHT POLE
- GUY WIRE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- SEWER LINE
- FENCE LINE
- WATER LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- DRAIN LINE
- (XXX) OLD DATA
- xxx NEW DATA
- DXXX REMOVED DATA
- XXX ASSIGNED STREET ADDRESS
- EXISTING BUILDINGS



- NOTES:
- (1) NORTH FOR THIS SURVEY AND MAP IS TENNESSEE LAMBERT GRID NORTH. REFERENCE IS NORTH AMERICAN DATUM 1983. DISTANCES SHOWN ON THIS MAP ARE NOT REDUCED TO GRID DATUM AND NO GEODETIC CORRECTIONS WERE APPLIED.
 - (2) NORTH FOR THIS SURVEY AND MAP IS OAK RIDGE GRID NORTH.
 - (3) THIS PLAT AS IT REFERS TO PARCELS 77 & 395 SUPERSEDES PREVIOUSLY RECORDED PLAT IN PLAT CABINET 7, ENVELOPE 1588 IN THE ANDERSON COUNTY REGISTER OF DEEDS OFFICE.
 - (4) NO PORTION OF THIS SUBDIVISION IS BEING DESIGNATED AS OPEN SPACE OR PUBLIC/PRIVATE RESERVATION.
 - (5) NO NEW CONSTRUCTION OF PUBLIC WATER OR SEWER LINES IS BEING PROPOSED.
 - (6) PLAT FOUND ON TAX MAP 105F-C-035.00 & 066.00
 - (7) REFERENCE DEED : 1827/1298
 - (8) MINIMUM BUILDING SETBACK FOR ZONE B-1 : 35' FRONT, 15' ONE SIDE ONLY, 30' SIDE AT A STREET CORNER & 20' REAR ADJACENT TO DIFFERENT ZONE. MINIMUM BUILDING SETBACK FOR ZONE R-2 PUD : 25' TO OFF-SITE STREET, SAME AS ABUTTING ZONE TO TRACT BOUNDARY & 5' TO INTERNAL SIDE LOT LINE.
 - (9) TOTAL NUMBER OF LOTS : 2
 - (10) ZONED B-1 & R-2 PUD
 - (11) AN EASEMENT OF 5' INSIDE ALL LOT LINES IS HEREBY RESERVED FOR UTILITY PURPOSES IN FAVOR OF THE CITY OF OAK RIDGE. ALL EASEMENTS SHOWN ON THIS PLAT ARE IN FAVOR OF THE CITY OF OAK RIDGE UNLESS NOTED OTHERWISE.
 - (12) ANY REQUEST TO RELOCATE EXISTING ELECTRICAL FACILITIES SHALL BE PAID BY THE REQUESTING PARTY. THE PARTY WILL ALSO BE RESPONSIBLE FOR SURVEYING AND RECORDING ANY EASEMENTS REQUIRED FOR RELOCATED FACILITIES.
 - (13) NO CONSTRUCTION OF BUILDINGS OR SIGNS OR INSTALLATION OF LANDSCAPING SHALL TAKE PLACE WITHIN EASEMENTS WITHOUT THE CITY OF OAK RIDGE'S WRITTEN APPROVAL. LANDSCAPING MUST COMPLY WITH CODED STANDARD 650 (LATEST REVISION). LANDSCAPING MUST BE APPROVED IN WRITING BY CURED AND PUBLIC WORKS VIA AN EASEMENT ENCROACHMENT FORM. PLACEMENT SHALL BE COORDINATED WITH THE CITY.
 - (14) LANDSCAPING, IMPROVEMENTS, AND CONSTRUCTION WITHIN UTILITY EASEMENTS ARE PERFORMED AT THE RISK OF THE OWNER. REASONABLE CARE WILL BE TAKEN BY UTILITIES TO PRESERVE IMPROVEMENTS AND LANDSCAPING WITHIN SUBJECT EASEMENTS. THE CITY OF OAK RIDGE WILL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING IMPROVEMENTS WITHIN AFFECTED EASEMENTS THAT MAY BE DAMAGED WHILE PERFORMING WORK WITHIN THE EASEMENT.
 - (15) THIS PROPERTY IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON FLOOD INSURANCE RATE MAP 4701C0282F WITH AN EFFECTIVE DATE OF JANUARY 17, 2007 FOR COMMUNITY NO. 475444 IN THE CITY OF OAK RIDGE, TN.

CERTIFICATE OF APPROVAL FOR RECORDING

THIS IS TO CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR OAK RIDGE, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED BY THAT BODY FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER OF DEEDS.

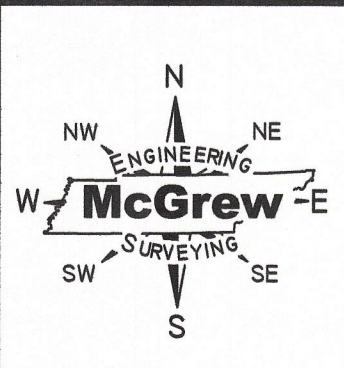
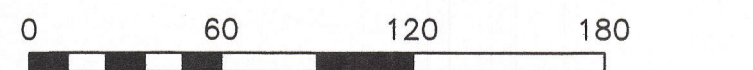
DATE _____ PLANNING COMMISSION SECRETARY

CERTIFICATE OF ACCURACY

"I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE OAK RIDGE SUBDIVISION REGULATIONS AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS OF THE SAID REGULATIONS."

DATE 2/20/24
 DATE 2/20/24
 DATE _____
 STATE OF TENNESSEE
 REGISTERED SURVEYOR
 No. 10198
 DATE OF EXPIRATION _____

I HEREBY CERTIFY THAT THIS IS A CATEGORY "1" SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS THAN 1 : 10,000 AS SHOWN HEREON.



RESUBDIVISION OF PARCELS 77 & 395 OF BLOCK SD 22BY OF THE CITY OF OAK RIDGE SUBDIVISION PLAN

RESUBDIVISION OF ±13.94 ACRES ON CARVER AVENUE WITHIN THE CITY OF OAK RIDGE IN THE SECOND CIVIL DISTRICT OF ANDERSON COUNTY, TN

OWNERS : OAK RIDGE HOUSING AUTHORITY
 10 VAN HICKS ROAD
 OAK RIDGE, TN 37850

CITY OF OAK RIDGE
 BOX 1
 OAK RIDGE, TN 37850

DRAWN BY: LEB
 APPROVED BY: GAM
 SCALE: 1" = 60'
 DATE: 1-26-24
 DRAWING NO: 5351B

353 N. CULLOM ST. CLINTON, TN. 37716
 PHONE : (865) 457-1664 FAX : (865) 463-7609
 EMAIL : MCGREWENG@GMAIL.COM

Scarboro Community Redevelopment

Planned Unit Development Rezoning Application

General Information

The Planned Unit Development application is comprised of two parcels: 035 and 066. Warranty deeds for both parcels are enclosed.

Oak Ridge Housing Authority owns Parcel 035. The City of Oak Ridge owns Parcel 066. Oak Ridge Housing Authority intends to obtain City Council approval to acquire a portion of the City's parcel, approximately 1.5 acres, on March 11, 2024. The 1.5 acre is included on the Master Plan and survey submitted in this rezoning application, with the assumption of City Council approval. Oak Ridge Housing Authority plans to acquire the land before the date of the requested City Council rezoning approval.

In the development of the enclosed concept plan, Oak Ridge Housing Authority and its developer partner, Collaborative Housing Solutions, along with their architectural team, oversaw multiple listening sessions, community design charrettes, and meetings with community stakeholders to create a vision that collectively addresses the housing needs and goals, design priorities, and preferences of Scarboro neighborhood residents. The community meetings began in March 2023, while the design charrette meetings commenced in August 2023. The dates of the community meetings were March 16, April 6, July 6, and November 2, 2023. The goal of the meetings was to seek community input and feedback on the key elements of the development and site plan. The submitted conceptual site plan reflects the input for material topics such as access to the site, a mix of rental and homeownership uses, buffers with surrounding neighbors, and aesthetic design. The chart below details the iterative design charrette meetings and process.

Scarboro Community Planning Process

Date	Estimated # Attendees	Agenda / Session Goals	Key Takeaways / Feedback
8/24/2023	20	Single Evening Session Introduce Development Team Identify Project Site & Context Explain Planning Process Listen to initial reactions/feedback	<ol style="list-style-type: none"> Should not be just rental - include some opportunities for affordable homeownership If something is going to be built 'back there', keep it lower in height - don't overcrowd Traffic access points will be a major concern Respect the Scarboro CC as the 'heart' of the neighborhood
11/16/2023	35	Two venues, afternoon 'open house', plus a scheduled presentation in the evening <ol style="list-style-type: none"> Present different site plans/options Seek feedback on 4 key questions: <ol style="list-style-type: none"> Preferred Access Points Privacy to surrounding homes Outdoor Activity Spaces What to the Building Look Like? Goal to seek consensus on key design issues	<ol style="list-style-type: none"> "Horseshoe" site layout most preferred 2-story well-received, 3-story OK where topo allows for a 'split' building condition Do NOT move playground, or bring new road access between SCC and playground Most preferred connection is via Wilberforce using property acquisition Keep for-sale homes distinct - don't mix them in with the rental apartments
1/4/2024 (a repeat is set for 2/8/24)	60	Two venues, afternoon 'open house', plus a scheduled presentation in the evening <ol style="list-style-type: none"> Present Consensus Site Plan, with 2 access options (Wilberforce & SCC parking lot) as the only variable Discuss next steps for funding & PUD 	<ol style="list-style-type: none"> New street of for-sale homes well received Rental apartment design liked at mostly 2-story, & improved green spaces SCC Parking connection agreed as best of the Carver access locations Wilberforce connection points still viewed as the #1 preference if land can be acquired

- a mix of approximately 104 rental and approximately 10 homeownership units for low- and moderate-income households
- a diversity of building types: townhomes, stacked flats, garden-style apartments, and duplexes
- a large community green space at the entry of the rental component for all residents to play and congregate, serving as a focal point of the development
- pedestrian and vehicular connections to the Scarboro Community Center
- thoughtful placement of ingress/egress into and out of the development that meets the preferences of the surrounding neighborhood residents
- appropriate buffers between the new development and the adjacent neighbors' homes
- community room and common amenities to enhance the residents' quality of life

The city of Oak Ridge is facing a critical housing shortage. The need for quality housing for Oak Ridge's workforce earning low- and moderate-incomes is even more acute. The property offers the City and the Scarboro community a rare opportunity to provide long-term affordability to households being neglected by the private market and to serve working families serving the Oak Ridge community. Good site planning and design principles have been used to honor the important history of the neighborhood and weave the new housing into the existing community. The new development is planned to foster community revitalization that respects existing residents and contributes to the future health of the neighborhood.

The Planned Unit Development will include two phases: rental housing and homeownership development.

Phase I

Phase I will include the development and construction of the apartment rentals (approximately 104 units), the Management Office, common amenities, community green space, walking path, and related infrastructure improvements. These housing units will have income and rent restrictions for low- and moderate-income households as determined by HUD at the time of Certificate of Occupancy.

Oak Ridge Housing Authority intends to apply for funding from the state of Tennessee and HUD, which will require restrictive deed covenants to be filed upon the property. These deed restrictions will include limitations on the residents' income and rents. The deed restrictions remain on the land for a period of up to 30 years. The enclosed Land Use Restrictive Covenant (LURC) and Land Use Restrictive Agreement (LURA) serve as samples of deed restrictions at another affordable housing property in Tennessee that will be similar to those to be recorded on the property in this Phase I.

Phase II

Phase II will include the construction of approximately 10 for-sale homeownership homes. The homes are planned to be sold at affordable prices.

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE,” BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF VACANT LAND OFF SOUTH DILLARD AND CARVER AVENUES (ANDERSON COUNTY CONTROL MAP 105F GROUP C PARCEL 035.00 AND A PORTION OF MAP 105F GROUP C PARCEL 066.00), CONTAINING APPROXIMATELY 11 ACRES, FROM R-2/PUD, LOW DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY AND B-1, NEIGHBORHOOD BUSINESS DISTRICT, TO R-4-B/PUD, HIGH DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT OVERLAY.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same at their March 21, 2024 meeting; and

WHEREAS, a public hearing thereon has been held as required by law.

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

Section 1. The district boundaries of the zoning map attached to and made a part of Ordinance No. 2, as amended, are revised in the following:

<u>Parcel</u>	<u>Property Address</u>	<u>Present Zoning District</u>	<u>New Zoning District</u>
A portion of Anderson County Control Map 105F Group C, Parcel 066.00, ± 1.52 acres	Carver Avenue (adjacent to/right of Scarboro Community Center)	R-2/PUD, Low Density Residential with a Planned Unit Development Overlay	R-4-B/PUD, High Density Residential with a Planned Unit Development Overlay
Anderson County Control Map 105F Group C, Parcel 035.00, ± 9.29 acres	Carver Avenue (located behind Scarboro Community Center)	R-2/PUD, Low Density Residential with a Planned Unit Development Overlay	R-4-B/PUD, High Density Residential with a Planned Unit Development Overlay

Section 2. The changes shall be imposed upon said map and shall be as much a part of Ordinance No. 2 as if fully described therein.

Section 3. 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:

 Tammy M.D. Rackard, City Attorney

 Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 04/08/2024
Publication Date: 04/09/2024
Publication Date: 04/25/2024
Public Hearing: 05/13/2024
Second Reading: 05/13/2024
Publication Date: _____
Effective Date: _____

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Honorable Mayor and City Council

FROM: Tammy Rackard

SUBJECT: Charter Review Committee - Proposed Modification to City Charter (Article I, Section 4, Nonpartisan City Elections)

Introduction

An item for the agenda is an ordinance authorizing placement of a proposed amendment to the City Charter on the November 5, 2024 ballot pertaining to city elections as recommended by the Charter Review Committee.

Background

By Resolution 9-118-2023, City Council set forth the process for appointment of the members of the Charter Review Committee as required by City Charter Article III, Section 14. The seven-member Committee was elected at the January 8, 2024 meeting. The members of the Committee are: Raynauld Cherry, Courtney Cook, Chip Dooley, Anne Garcia (appointed by Committee as Chair), Joel Hewett, Ann Miller, and Mark Watson. The Committee met on January 24, 2024; February 13, 2024; and March 7, 2024. On February 13, 2024, the Committee voted unanimously to recommend one amendment to the City Charter pertaining to elections.

City Charter Article 1, Elections, Section 4, Nonpartisan City Elections, provides that all city elections shall be nonpartisan, which includes elections of members of the board of education. In the Third Executive Session of 2021, the State Legislature passed Public Chapter 1 to amend Tennessee Code Annotated §49-2-201 regarding the election process for boards of education. Tennessee Code Annotated §49-2-201(a)(1), as amended by this Public Chapter 1, permits elections of school board members to be partisan or nonpartisan, and provides that if at least one county primary board of a political party elects to conduct school board elections on a partisan basis then a person seeking a position on any board in that county may campaign as the nominee or representative of a political party, and political parties may nominate candidates for membership on the board by any method authorized under the rules of the party or by primary election.

In order to remain compliant with state law, the Committee recommends adding the phrase "unless state law requires otherwise" to the existing provision of City Charter Article 1, Section 4. This language will allow for this provision of the Charter to be in compliance with state law in the future as well. For example, should the law revert back to its original requirement for

board of education elections to be nonpartisan or should the law ever change to require City Council elections to be partisan, the Charter will still be compliant.

The Committee has now concluded its purpose to review the City Charter for any changes needed for statutory compliance and held its last meeting on March 7, 2024.

Recommendation

Approval of the attached ordinance is recommended.

Attachments:

[Memo to Council from Charter Review Committee - Signed.pdf](#)

[City Charter Article 1 Section 4.pdf](#)

[Tennessee Code Annotated 49-2-201.pdf](#)

[Ordinance_-_Charter_Amendment_-_Elections.docx](#)



CHARTER REVIEW COMMITTEE MEMORANDUM

Date: March 20, 2024
To: Honorable Mayor and Members of City Council
From: Charter Review Committee
RE: Review of City Charter for Compliance with State Law

The Charter Review Committee conducted its initial meeting on January 24, 2024, to review the City Charter. The Committee subsequently met on February 13, 2024, and voted unanimously to recommend one amendment to the City Charter for compliance with Tennessee Code Annotated §49-2-201(a)(1) as follows:

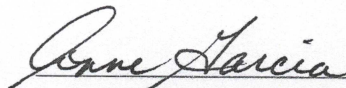
Current Language

Article I, Section 4. Nonpartisan City Elections. All city elections shall be nonpartisan.

Proposed Language

Article I, Section 4. Nonpartisan City Elections. All city elections shall be nonpartisan unless state law requires otherwise.

The Committee reviewed the City Charter and discussed it with the City Attorney. Having no further proposed modifications that were needed for statutory compliance, the Committee concluded its efforts and held its last meeting on March 7, 2024.



Anne Garcia, Chairperson

CITY CHARTER

ARTICLE I, ELECTIONS

Section 4. Nonpartisan City Elections.

All city elections shall be nonpartisan.

TENNESSEE CODE ANNOTATED
TITLE 49, EDUCATION
CHAPTER 2, LOCAL ADMINISTRATION
PART 2, BOARDS OF EDUCATION

§49-2-201. Election or appointment.

(a)

- (1) Notwithstanding any other law to the contrary, there shall be a board of education elected by the people. Except in counties with a county charter or metropolitan government charter, the board shall consist of no more members than the number of members authorized by general law or private act for boards of education in existence on January 1, 1992, or the number of members actually serving on a board on January 1, 1993, except during transition periods following district reapportionment. In addition to the membership existing on boards as of January 1, 1992, or January 1, 1993, the general assembly may authorize by private act any number of school board members that is no less than three (3) nor more than eleven (11). The members of the board shall be elected for a term of four (4) years, and may succeed themselves. For the first election held pursuant to this section, in order to establish staggered terms of office, the members from even-numbered districts shall be elected for a term of two (2) years, and the members of odd-numbered districts shall be elected for four (4) years. Members of county boards of education shall be residents of and elected from districts of substantially equal population established by resolution of the local legislative body. Members of special school district boards of education shall be elected according to special or private act, but shall be popularly elected on a staggered term basis. Vacancies occurring on the board shall be filled by the local legislative body. In special school districts, vacancies on the board arising from death or resignation shall be filled by the special school district school board. Any person so appointed shall serve until a successor is elected and qualifies according to law. The successor shall be elected at the next general election for which candidates have a sufficient time to qualify under the law. Elections for school board members may be conducted on a partisan or nonpartisan basis. If at least one (1) county primary board of a political party elects to conduct school board elections on a partisan basis, then a person seeking a position on any board in that county may campaign as the nominee or representative of a political party, and political parties may nominate candidates for membership on the board by any method authorized under the rules of the party or by primary election under title 2.
- (2) Notwithstanding the four-year term set out in this section for school boards, any special school district with a different term established by private act shall retain the existing board term.
- (3) To implement subdivision (a)(1), the general assembly by private act, or the local legislative body by resolution, may adopt a plan to accomplish a transition from a method of selecting school board members authorized under prior law to an elected school board that is in compliance with subdivision (a)(1). Nothing in this section shall be construed to require simultaneous election of board members, nor to prevent board members selected under prior law or during a transition period from serving the full term for which they were selected. As part of the implementation process under subdivision (a)(1), the local legislative body may renumber existing school districts. During the transition period, the number of school board members may exceed the number authorized under subdivision (a)(1). A transition plan may not be validly enacted or adopted under this section after September 1, 1996.

- (4) A private act enacted by the general assembly or a resolution adopted by a local legislative body prior to March 27, 1995, that established a transition plan as described in subdivision (a)(3), is declared to be in full compliance with the laws of this state. Any and all otherwise valid actions taken by a school board composed of members selected pursuant to such private acts or resolutions are ratified and confirmed.
 - (5) For any LEA that has failed to implement this section, the general assembly by private act, or the local legislative body by resolution, may adopt a plan to implement four-year staggered terms of election for a local board of education by July 31, 2005. Any plan for staggered terms of election implemented pursuant to this subdivision (a)(5) shall otherwise comply with the requirements of this section, but may vary the staggered sequence provided for in subdivision (a)(1).
 - (6) Any municipal board of education that, as authorized by private act, implemented a transition plan to bring the election of the board members into compliance with subdivision (a)(1), but that failed to comply with the election cycle established by the private act, may, by private act enacted by the general assembly and approved by the municipal legislative body, adopt a plan to restore the election of the board to compliance with subdivision (a)(1); provided, that the plan is adopted and implementation begun prior to January 1, 2009. Any plan for staggered four-year terms of election implemented pursuant to this subdivision (a)(6) shall otherwise comply with the requirements of this section, but may vary the staggered sequence provided for in subdivision (a)(1). Any and all otherwise valid actions taken by the school board during the period of noncompliance with the election cycle required by the private act are ratified and confirmed.
 - (7) Any municipal board of education that, as authorized by private act, implemented a transition plan to bring the election of the board members into compliance with subdivision (a)(1), but currently has an election cycle in June, may, by private act enacted by the general assembly and approved by the municipal legislative body, adopt a plan to elect board members in the August general elections by extending the terms of the current school board members; provided, that the plan is adopted and implementation begun prior to January 1, 2015. Any plan implemented pursuant to this subdivision (a)(7) may extend the terms of any current board of education members, but shall otherwise comply with the requirements of this section.
- (b) Only persons who are residents of the area served by an LEA are eligible to serve on the school board in counties with populations of seven hundred thousand (700,000) or more, according to the 1990 federal census or any subsequent federal census.
- (c)
- (1) Except as provided in subdivision (c)(2), members of municipal boards of education may be elected in the same manner, either from districts or at large, or a combination of both, used to elect members of the municipality's governing body, except that municipal school districts whose current board members have been elected from districts as of June 6, 1995, shall continue that method of election.
 - (2) Subdivision (c)(1) does not apply in counties having a population of not less than five hundred thousand (500,000) nor more than five hundred fifty thousand (550,000), or in counties having a population of not less than eight hundred twenty-five thousand (825,000) nor more than eight hundred thirty thousand (830,000), according to the 1990 federal census or any subsequent federal census.

(d)

(1)

- (A) Primary elections in which candidates nominated for school boards are to appear on the regular August election ballot are held on the first Tuesday in May before the August election. In the years in which an election is held for president of the United States, a political party primary for offices to be elected in the regular August election shall be held on the same day as the presidential preference primary. In such event, the qualifying deadline for independent and primary candidates is twelve o'clock (12:00) noon, prevailing time, on the date established in § 2-5-101(a)(3).
- (B) Primary elections in which candidates nominated for school board are to appear on the regular November election ballot are held concurrently with the regular August election. The qualifying deadline for independent and primary candidates is twelve o'clock (12:00) noon, prevailing time, on the date established in § 2-5-101(a)(2).
- (C) Primary elections in which candidates nominated for school board are to appear on a ballot other than the regular August or regular November election ballot may be held on the first Tuesday in the third month before the election. If the first Tuesday of the third month falls on a legal holiday, the election shall be held on the second Tuesday of the third month before the election. Nothing in this subdivision (d)(1)(C) requires a primary election to be held, political parties may elect to nominate candidates for membership on the board by any method authorized under the rules of the party pursuant to subdivision (a)(1).

(2) If the date for a primary election falls within ninety (90) days of an upcoming regular primary or general election being held in the jurisdiction, the commission or commissions may reset the date of the primary election to coincide with the regular primary or general election, even though this may be outside of the time period established herein. All dates dependent on the date of the election must be adjusted accordingly and any acts required to be done by these dates must be performed timely if done in accordance with the adjusted dates.

(3) The qualifying deadline for independent and primary candidates is twelve o'clock (12:00) noon, prevailing time, on the date established in § 2-5-101(a).

(4) If the county executive committee timely filed a notice with the county election commission directing the commission to hold a May primary election in 2022, then within thirty (30) days of November 12, 2021, the county executive committee may file a supplemental notice, in writing, to include school board offices to be elected in the regular August election within the county.

TITLE

AN ORDINANCE TO SUBMIT A CHANGE TO THE CITY CHARTER TO THE QUALIFIED VOTERS IN ACCORDANCE WITH ARTICLE XI, SECTION 9, OF THE TENNESSEE CONSTITUTION AS A HOME RULE MUNICIPALITY, TO AMEND CITY CHARTER ARTICLE I, TITLED "ELECTIONS," TO AMEND SECTION 4, TITLED "NONPARTISAN CITY ELECTIONS" TO ADD LANGUAGE REGARDING STATUTORY COMPLIANCE.

WHEREAS, City Charter Article III, Section 14, requires City Council to appoint a seven member Charter Review Committee every eight years, with the Committee's purpose being a review of the Charter for compliance with state law; and

WHEREAS, the Charter Review Committee met to review the City Charter for this purpose and on February 13, 2024 voted unanimously to recommend one amendment to the City Charter; and

WHEREAS, City Charter Article 1, Elections, Section 4, Nonpartisan City Elections, provides that all city elections shall be nonpartisan, which includes elections of members of the board of education; and

WHEREAS, in the Third Executive Session of 2021, the State Legislature passed Public Chapter 1 to amend Tennessee Code Annotated §49-2-201 regarding the election process for boards of education; and

WHEREAS, Tennessee Code Annotated §49-2-201(a)(1), as amended by Public Chapter 1 referenced above, permits elections of school board members to be partisan or nonpartisan, and provides that if at least one county primary board of a political party elects to conduct school board elections on a partisan basis then a person seeking a position on any board in that county may campaign as the nominee or representative of a political party, and political parties may nominate candidates for membership on the board by any method authorized under the rules of the party or by primary election; and

WHEREAS, City Council desires to submit this proposed amendment to the voters at the general election on November 5, 2024.

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

Section 1. The following change in the Charter of the City of Oak Ridge is proposed:

Article I, Section 4. Nonpartisan City Elections now reads:

All city elections shall be nonpartisan.

The proposed amendment shall read:

All city elections shall be nonpartisan unless state law requires otherwise.

Section 2. The Council shall publish the proposed amendment in the official city newspaper at least sixty (60) days before the general election to be held on November 5, 2024.

Section 3. The City shall request the Anderson County Election Commission provide the following proposed amendment to the voters at the general election to be held on November 5, 2024:

Proposed Charter Amendment

Shall Article I, Elections, Section 4, Nonpartisan City Elections, be amended to add the phrase “unless state law requires otherwise” in order to be compliant with current state law provisions regarding board of education elections?

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

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

First Reading: 04/08/2024
Publication Date: 04/09/2024
Second Reading: 05/13/2024
Publication Date: _____
Effective Date: _____

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Patrick Berge , Public Works Director

THROUGH: Patrick Berge, Public Works Director

SUBJECT: Infrastructure Acceptance: Portion of W Rarity Ridge Parkway, Preserve at Clinch River Subarea L

SUPPORTING DEPARTMENT: Planning and Development

Introduction

An item for City Council's consideration is an ordinance for the acceptance of a portion of W Rarity Ridge Parkway right of way as shown on the attached drawing and listed below.

Funding

No funding is required to accept the right of way, but as with any road future maintenance costs will become the responsibility of the City.

Background

Primos Land Company, LLC (Smithbilt) has requested the city to formally accept for perpetual maintenance purposes a portion of West Rarity Ridge Parkway right of way (ROW). The portion of ROW in question was never platted with the original Subarea L Final Plat recorded in 2007 Plat Book D Page 358. In that 2007 plat, the area was listed as "Future Rarity Ridge Parkway." The roadway was constructed, but ROW was never platted. A new resubdivision plat showing the proposed right of way was approved by the Planning Commission at their March meeting and is ready to be recorded in the Roane County Register of Deeds office. At the same March meeting, the Planning Commission voted unanimously to recommend acceptance of the right of way.

Infrastructure proposed for acceptance has been inspected by the City and has been completed in accordance with City Subdivision Regulations. It is recommended that the one-year warranty bond for materials and workmanship be waived in this case, as paving for the roadway was already subject to a one-year warranty bond back in 2020. At that time, a section of West Rarity Ridge Parkway to the west of this area was accepted up to the connection with Lawnville Road. The section of roadway being requested for acceptance was paved with along with the section mentioned above on January 2, 2020, which had a one-year warranty at the time thus the reason why Public Works recommends waiving the one-year

warranty.

A summary of the infrastructure to be accepted with the portion of West Rarity Ridge Parkway for Subarea "L" includes:

- 1,080 linear feet of 44' wide new roadways including on street parking on both side of the streets.
- 810 linear feet of 5' wide concrete sidewalk
- 170 linear feet of varying width sidewalk (+/-8'wide)
- 395 linear feet of storm drainage lines located in the ROW or dedicated easements [110lf (15" HDPE); 170lf (24" HDPE); 115lf (30" HDPE)]
- Electric easements as show on the recorded plat

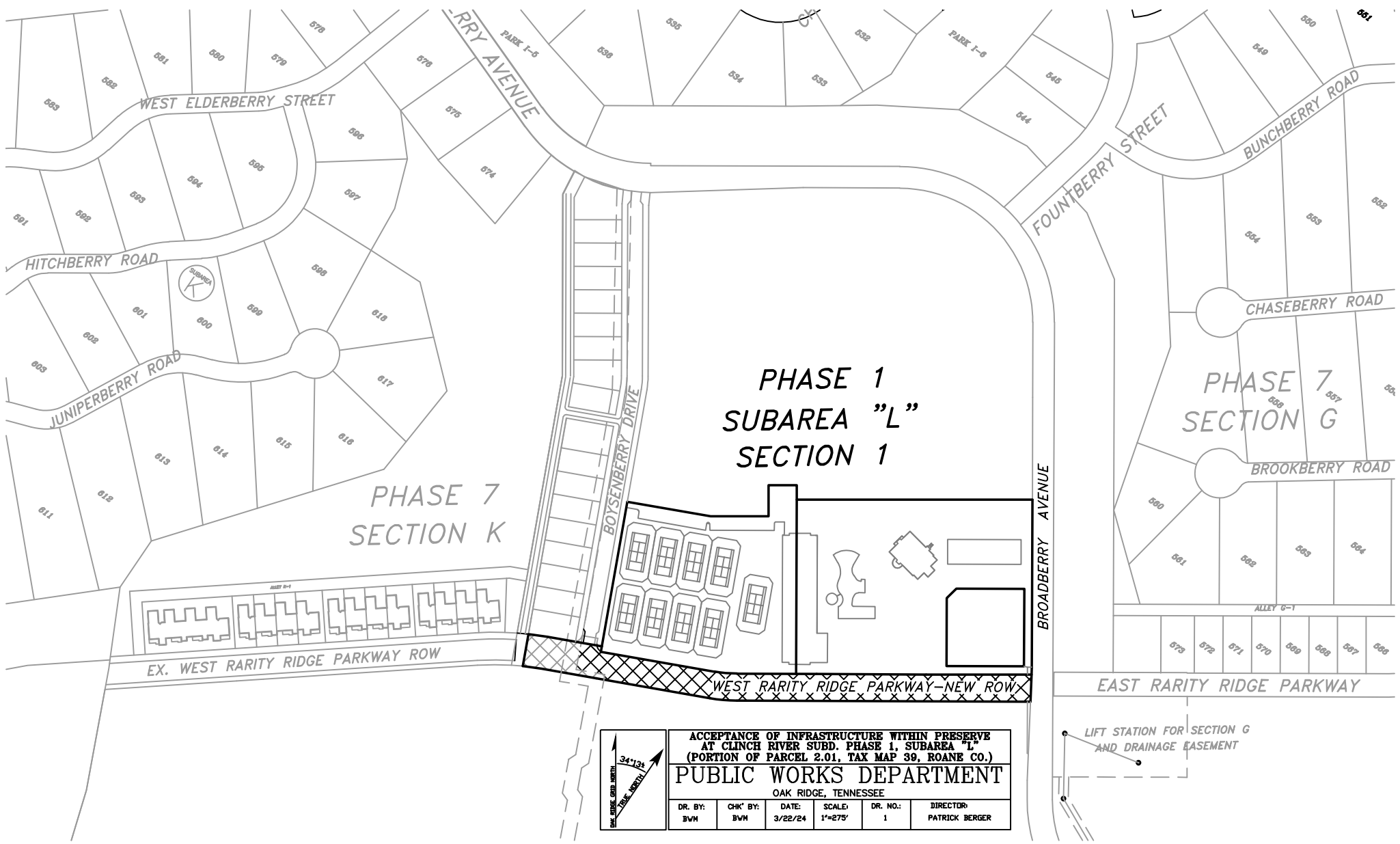
Recommendation

Approval of the attached ordinance is recommended.

Attachments:

[Infrastructure Acceptance Map-West Rarity Ridge Parkway - The Preserve at Clinch River, Phase 1, Subarea L.pdf](#)

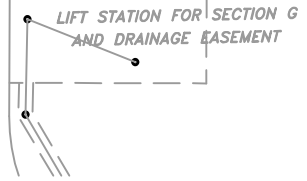
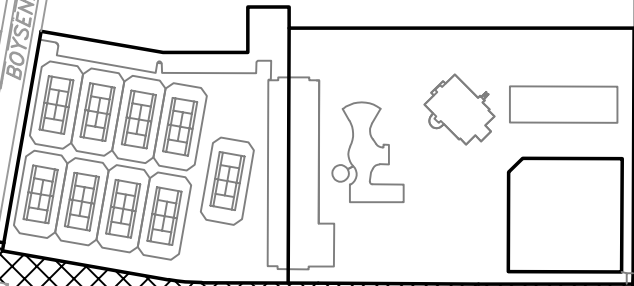
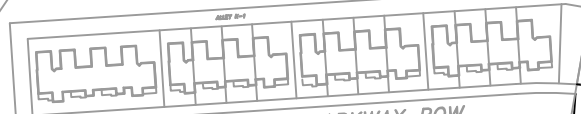
[Ordinance_-_Preserve_at_Clinch_River_-_Infrastructure_Acceptance_for_Portion_of_W._Rarity_Parkway.docx](#)



**PHASE 1
SUBAREA "L"
SECTION 1**

**PHASE 7
SECTION K**

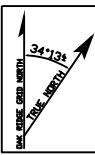
**PHASE 7
SECTION G**



EX. WEST RARITY RIDGE PARKWAY ROW

WEST RARITY RIDGE PARKWAY - NEW ROW

EAST RARITY RIDGE PARKWAY



ACCEPTANCE OF INFRASTRUCTURE WITHIN PRESERVE
AT CLINCH RIVER SUBD. PHASE 1, SUBAREA "L"
(PORTION OF PARCEL 2.01, TAX MAP 39, ROANE CO.)
PUBLIC WORKS DEPARTMENT
OAK RIDGE, TENNESSEE

DR. BY: BVM	CHK' BY: BVM	DATE: 3/22/24	SCALE: 1"=275'	DR. NO.: 1	DIRECTOR: PATRICK BERGER
----------------	-----------------	------------------	-------------------	---------------	-----------------------------

TITLE

AN ORDINANCE ACCEPTING CERTAIN INFRASTRUCTURE AT THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE) IN SUBAREA "L" FOR PERPETUAL MAINTENANCE BY THE CITY.

WHEREAS, Primos Land Company, LLC (Smithbilt), is the owner of the Preserve at Clinch River, formerly known as the Rarity Ridge subdivision; and

WHEREAS, Smithbilt has requested the City formally accept for perpetual maintenance purposes a portion of West Rarity Ridge Parkway right-of-way in Subarea "L"; and

WHEREAS, this portion of right-of-way was never platted in 2007 with the original Subarea "L" Final Plat as recorded in Plat Book D, Page 358, in the Roane County Register of Deeds Office, but was listed a "Future Rarity Ridge Parkway"; and,

WHEREAS, a new subdivision plat showing the proposed right-of-way was filed with the Oak Ridge Municipal Planning Commission, and the Commission approved the same for recording at their March 2024 meeting and voted unanimously to recommend City acceptance of the right-of-way; and

WHEREAS, the City has inspected the proposed infrastructure and determined it is in compliance with the City's Subdivision Regulations.

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

Section 1. That the City of Oak Ridge hereby accepts the following infrastructure for perpetual maintenance for the Preserve at Clinch River, all as identified on the to-be-filed new subdivision plat for Subarea "L" as approved by the Oak Ridge Municipal Planning Commission at their March 2024 meeting, to be used for public purposes:

- 1,080 linear feet of 44' wide new roadways including on-street parking on both sides of the street;
- 810 linear feet of 5' wide concrete sidewalk;
- 170 linear feet of varying width sidewalk (+/- 8' wide);
- 395 linear feet of storm drainage lines located in the right-of-way or dedicated easements, which includes 110 linear feet of 15" HDPE, 170 linear feet of 24" HDPE, and 115 linear feet of 30" HDPE; and
- Electric easements as shown on the recorded plat.

Section 2. The one-year Warranty Bond requirement is waived at the request of staff since the roadway was already subject to a one-year warranty bond back in 2020.

Section 3. 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:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

First Reading: 04/08/2024
Publication Date: 04/09/2024
Second Reading: 05/13/2024
Publication Date: _____
Effective Date: _____

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Keith Atkins

THROUGH: William Cross, Electric Department Director

SUBJECT: A Resolution Authorizing the Purchase of CSA UtiliSuite Mapping and Staking Software

Introduction

An item for City Council approval is a resolution authorizing the purchase of CSA UtiliSuite Mapping and Staking software in the amount of \$107,533.20 for the first year, which cost includes \$72,284.80 for initial setup costs and \$35,248.80 for monthly fees and expenses.

Funding

Funding is available through the Electric Fund

Background

CSA UtiliSuite is a customizable package of software. The package CSA is proposing will allow us to map (UtiliTrak), stake (UtiliStake), and perform field modifications (UtiliGo) to our electric infrastructure electronically.

It is crucial for the Electric Department to keep and maintain up to date maps showing the electric infrastructure throughout the city. Currently, the Electric Department is utilizing ArcMap to map the electric System. The field crews rely on paper maps to inspect the circuits and to help navigate the system during outages; any modifications that need to be made are sketched on paper and brought to engineering staff to update our digital maps, then new paper maps need to be generated.

This new software will allow our field crews to always have up to date digital maps available and it will also allow them to make modifications on their iPads while in the field for engineering staff to review and update.

The Electric Department initially reached out to 3 companies to provide this software (Futura, CSA, and Partner). Futura did not seem to fit what we were looking for, so we moved forward with evaluating CSA and Partner. After thorough demonstrations from both companies, they both seem capable to provide the tools necessary to digitally map and manage our electric infrastructure, but CSA seems to be more user friendly and is also the lowest cost option. The

cost for Partner software would be \$85,125 to provide similar functions.

Recommendation

Staff recommends approval of the attached resolution

Attachments:

[UtiliSuite Proposal.pdf](#)

[CSA vs Partner Comparison.pdf](#)

[Resolution - Software for Electric - CSA UtiliSuite Mapping and Staking.docx](#)

**Central
Service
Association**



*Intelligent Design
Uncommon Service*

April 4, 2024

Philip Stokinger
Engineering Tech
Oak Ridge Electric Department
P.O. Box 1
Oak Ridge, TN 37831-0001

Dear Philip:

Thank you for your interest in CSA's UtiliSuite applications.

UtiliTrak is a GIS-based application that maps and models a utility's electric network. UtiliTrak serves as a data warehouse for a utility's network infrastructure and provides a single source of truth and the necessary interfaces for other applications.

UtiliStake helps utilities manage the life cycle of their staking jobs and streamline the construction workflow process. UtiliStake, with its integration inside of UtiliTrak, eliminates double entry of data and the backlog of data changes to a utility's GIS.

UtiliGo provides utility-wide access to information about a utility's network infrastructure for both field and office personnel with an intuitive and easy-to-use mobile app for field personnel and browser access with the same easy-to-use interface for office personnel.

These UtiliSuite applications are just a few of the many services provided by CSA to help better serve your business needs.

The enclosed proposal for Oak Ridge Electric Department expires in 90 days.

If you have any questions concerning the enclosed proposal, please contact me. My direct line is 662-407-2711, and my e-mail address is chuddleston@csa1.com.

Sincerely,

Central Service Association

Charles T. Huddleston
Senior VP of Engineering



PO Box 3480
Tupelo, MS 38803-3480
T: 662.842.5962
F: 662.840.1329

www.csa1.com

Table of Contents

1 OVERVIEW	3
1.1 UTILISUITE.....	3
1.2 GPS FOR GIS	5
1.3 SUPPLEMENTAL SERVICES.....	5
1.4 HARDWARE AND SOFTWARE	6
2 LICENSING AND IMPLEMENTATION INFO	7
2.1 UTILISUITE.....	7
2.2 GPS FOR GIS	8
2.3 SUPPLEMENTAL SERVICES.....	8
2.4 HARDWARE AND SOFTWARE	9
3 PRICING	10
3.1 UTILISUITE.....	10

1 OVERVIEW

UtiliSuite is one component of an integrated platform of IT solutions Central Service Association provides for utilities.

1.1 UTILISUITE

UtiliSuite is an out-of-the-box, ready-to-use, suite of GIS related applications developed for utilities.

- UtiliTrak®
- UtiliCom
- UtiliStake
- UtiliGo

UtiliSuite's architecture provides a utility with the flexibility to implement a single application for a single user, and when demand warrants, provide additional applications to any number of users throughout the enterprise. UtiliSuite gives utilities the opportunity to access advanced technology and leverage this investment as their requirements grow.

UtiliTrak

UtiliTrak is a GIS based application that maps and models a utility's network infrastructure.

- Electric
- Gas
- Water
- Wastewater

UtiliTrak serves as a data warehouse for a utility's network infrastructure and provides a single source of truth and the necessary interfaces for other applications. UtiliTrak's query tools help transform this data into usable information by generating customized queries identifying items with a certain specification, connected to a section of the network or located within a specified area.

UtiliStake

UtiliStake helps utilities manage the life cycle of their staking jobs and streamline the construction workflow process by providing the capability to:

- Integrate staking within UtiliTrak
- Integrate with a utility's work management system
- Utilize a flexible job design process
- Evaluate multiple job designs
- Create a cost estimate for each design
- Generate a legible and consistent staking sheet
- Post network changes from each completed job to UtiliTrak
- Eliminate double entry of data
- Reduce the backlog of data changes to a utility's GIS

UtiliCom

UtiliCom is a GIS based application that maps and models the physical characteristics of a utility's fiber network.

- Both inside and outside network components
- Manages network connectivity at the fiber level
- Tracks provisioned circuits throughout the network

UtiliCom helps utilities manage diverse types of fiber network implementations.

- Internal
- Leasing of dark fiber
- FTTx services

UtiliCom helps troubleshoot fiber service issues by locating the route of a provisioned circuit with an issue, identifying the individual components that make up the circuit and providing the ability to run an OTDR trace, if needed, to pinpoint the location of the issue.

UtiliGo

UtiliGo provides utility-wide access to information about a utility's network infrastructure for both field and office personnel with an intuitive and easy-to-use mobile app for field personnel and browser access with the same easy-to-use interface for office personnel. In the field UtiliGo runs on Apple iOS, Android and Windows devices and allows updates to information with or without Internet connectivity. UtiliGo is easily customizable which enables utilities to manage in a paperless environment processes and projects like LED light replacement, pole replacement, damage assessment, ROW and AMI meter inspections.

Google Interface

UtiliSuite's Google Interface enables Google map features available on the Internet to run within the UtiliSuite applications. UtiliSuite's Google Interface requires a connection to the Internet and enables the selection of type road, satellite, terrain or satellite-and-road to display as a Google background map. UtiliSuite's Google Interface also provides for Google address and place searches along with Google Street View functionality.

OpenStreetMap

OpenStreetMap is a background map option for UtiliGo when used in an off-line mode. Both Google and OpenStreetMap can be configured for UtiliGo with the appropriate one selected for display based on Internet availability.

Managed Applications

CSA performs the installations and upgrades for all UtiliSuite applications including applications located on the computers at a utility's locale. UtiliSuite's managed

applications allow a utility to focus on utility operations instead of managing information technology.

1.2 GPS FOR GIS

Field Inventory

UtiliTrak's ASCII interface enables utilities to utilize GPS technology to accurately map their utility facilities and customers with a single-touch data collection process. A mapping grade GPS allows utilities to collect an object's location with sub-foot accuracy in a matter of seconds and collect attribute data at the same time. UtiliTrak's ASCII interface places the collected objects in UtiliTrak's map along with their attribute data. If spans are collected as part of the GPS field inventory process, network connectivity is established.

Homing Feature

If a facility becomes covered with pavement, dirt, or vegetation after it has been accurately mapped in UtiliTrak, the homing feature found in many GPS devices can help locate the facility. After retrieving the facility's coordinates from UtiliTrak and entering them into the GPS, the homing feature of the GPS provides the direction and distance to the facility.

1.3 SUPPLEMENTAL SERVICES

Training

CSA's on-site training is customized to fit each utility's requirements. Experience has proven that training is more effective when delivered on-site and customized to the user's environment.

Data Conversion

CSA offers data conversion services for UtiliTrak. Most map and/or facility inventory data file formats can be converted into UtiliTrak. Data conversion lowers the overall implementation cost of UtiliTrak when the existing data to be converted is of superior quality.

On-Site Support

UtiliSuite is a managed suite of applications that are installed and maintained remotely by CSA; however, CSA provides on-site support when required.

Off-Site Backup

Regular backup procedures are necessary for the data files used by UtiliSuite so that successful recovery from unforeseen disasters is possible. Robust backup procedures include multiple copies and off-site storage.

1.4 HARDWARE AND SOFTWARE

Hardware and Software

UtiliSuite uses familiar off-the-shelf hardware that is widely available, which helps reduce implementation and maintenance expenses. CSA can assist utilities to determine appropriate hardware and software configurations for their requirements.

Hardware Maintenance

Placing the hardware used with UtiliSuite on maintenance is one option to help facilitate the availability of strategic applications like those associated with UtiliSuite.

2 LICENSING AND IMPLEMENTATION INFO

CSA is a value-added reseller (VAR) for the software on which UtiliSuite is based and the point of contact for all sales and support.

Utilities have the option of a five or seven-year contract with UtiliSuite. Labor charges for installation and initial training are discounted with the seven-year contract option.

2.1 UTILISUITE

UtiliTrak

Licensing for UtiliTrak consists of two license types, Basic and Enterprise. Each license type has a license fee and a monthly fee, which are based on the total number of meters for the services that a utility maintains in UtiliTrak.

The monthly fee provides for software upgrades when they become available and access to phone and online support. The license fee to convert from a Basic license to an Enterprise license is the difference in the cost of an Enterprise license and the existing Basic license using the utility's meter count at the time of conversion.

UtiliTrak's Basic license is targeted for utilities getting started with GIS. Most utilities new to GIS have little existing network infrastructure data to convert into UtiliTrak. For these utilities, the first step after installing UtiliTrak is to begin collecting and entering the data for their networks. The Basic license lowers startup expenses for utilities while they are in the data collection mode and provides a limited number of licenses for use by the data collectors during the startup stage of a UtiliTrak implementation.

UtiliTrak's Enterprise license is targeted for utilities that have a GIS and are converting to UtiliTrak or for utilities that may still be in the data collection mode but have advanced past the startup stage. These utilities have a sufficient percentage of their network infrastructure in UtiliTrak so that personnel throughout the utility benefit by having access to the data. The Enterprise license provides access to UtiliTrak for an unlimited number of users.

UtiliCom

Licensing for UtiliCom is like UtiliTrak with the exception that UtiliCom only has an Enterprise license. The fees for UtiliCom's Enterprise license are based on the utility's number of telecom customers. For utilities that do not provide telecom services but lease dark fibers, fees are based on the utility's electric meter count. Licensing for UtiliCom includes additional software components, Physical Route Manager (PRM) and Optical Network Atlas (ONA). Licensing for PRM and ONA is based on number of users. PRM adds the ability to manage provisioned circuits and ONA the ability to generate schematic diagrams. Acquired PRM and ONA licenses are available to all UtiliCom users, but access is limited to the number of licenses purchased. The first user to access the functionality associated with the license gains access to the license which is released when the user logs out of UtiliCom.

UtiliStake

Licensing for UtiliStake is like UtiliTrak with a license fee and a monthly fee that are based on the total number of meters for the services that a utility maintains with UtiliStake. Access to UtiliStake is dependent upon the license type for UtiliTrak.

UtiliGo

UtiliGo has a one-time set-up fee and a monthly fee which is based on the total number of meters for the services that a utility maintains in UtiliGo. UtiliGo has an enterprise or site license that provides access for an unlimited number of users.

Google Interface

UtiliSuite's Google Interface is licensed per user through an annual subscription. If implemented for UtiliGo, Google is available to all users, and a Google license is required for each user.

OpenStreetMap

OpenStreetMap is licensed by an annual subscription, and a single license covers all UtiliGo users.

2.2 GPS FOR GIS

Field Inventory

GPS collected data during a field inventory is imported into UtiliTrak using a defined ASCII format. Trimble, a reseller of GPS equipment, has solutions capable of generating the ASCII formatted files used by UtiliTrak. CSA is familiar with Trimble equipment and can assist in getting a quote matched to your requirements.

2.3 SUPPLEMENTAL SERVICES

Training

Training charges include labor and incurred expenses such as mileage, meals, and lodging. The current labor rate will apply for a five-year contract. For a seven-year contract a maximum of four weeks of training will be conducted at a 50% discount of the current labor rate. Actual mileage (at the then-current government rate), meals and lodging will be billed to the utility.

Data Conversion

Data conversion charges are based on CSA's labor and incurred expenses and will be billed to the utility after the converted data is implemented at the utility.

On-Site Support

If an on-site visit is required for the support or upgrade of UtiliSuite, charges will be billed to the utility based on CSA's labor and incurred expenses.

2.4 HARDWARE AND SOFTWARE

Hardware and Software

CSA sells computers and related equipment as well as third-party software and offers utilities competitive prices on these items.

Hardware Maintenance

Most hardware is initially covered by the manufacturer's warranty. CSA can assist in procuring extended maintenance for equipment purchased through CSA.

3 PRICING

UtiliSuite pricing for Oak Ridge Electric Department is based on a count of 18,000 electric meters. Monthly fees provide for software upgrades when they become available as well as access to e-mail, phone and online support.

Google for UtiliTrak and UtiliStake is licensed by an annual subscription. The subscription is per user and is valid for the user across each of these applications.

UtiliGo has two base map options, OpenStreetMap for offline and online use and Google for online use only. A single OpenStreetMap license covers all UtiliGo users. If implemented, Google is available to all users, and a Google license is required for each user. UtiliGo OpenStreetMap and Google options are both licensed by annual subscriptions.

3.1 UTILISUITE

UtiliTrak

License	Meter Count	License Fee	Monthly Fee
UtiliTrak Basic	18,000	\$21,029.40	\$1,202.18
UtiliTrak Enterprise	18,000	\$35,748.00	\$1,970.82

Google for UtiliTrak and UtiliStake

License	Unit Price	Users	Total Price
Google subscription per year per user	\$245.00		

Data Conversion for UtiliTrak

Description	Expense
Convert electric shapefile data into UtiliTrak	\$18,000.00

UtiliTrak Training

Description	Estimate for 5 Year Contract	Estimate for 7 Year Contract
5 days on-site training estimate (includes labor and incurred expenses)	\$8,600.00	\$5,100.00

UtiliStake

License	Meter Count	License Fee	Monthly Fee
UtiliStake	18,000	\$13,055.40	\$565.22

UtiliStake Training

Description	Estimate for 5 Year Contract	Estimate for 7 Year Contract
5 days on-site training estimate (includes labor and incurred expenses)	\$8,600.00	\$5,100.00

UtiliGo

License	Meter Count	Set-Up Fee	Monthly Fee
UtiliGo (Enterprise)	18,000	\$10,000.00	\$1,170.00

UtiliGo Base Map License Options

License	User Count	Annual Fee
Google (\$14 per year per user)		
OpenStreetMap (\$4,640 per year for all users)		

Pricing Summary with 7 Year Contract

Description	Initial Expense	Annual Expense	Monthly Expense
UtiliTrak Basic	\$21,029.40		\$1,202.18
Google for UtiliTrak		-	
Convert electric shapefile data into UtiliTrak	\$18,000.00		
UtiliTrak training estimate 5 days on-site	\$5,100.00		
UtiliStake	\$13,055.40		\$565.22
UtiliStake training estimate 5 days on-site	\$5,100.00		
UtiliGo (Enterprise)	\$10,000.00		\$1,170.00
Google for UtiliGo		-	
Total	\$72,284.80	-	\$2,937.40

CSA UtiliSuite		
	Initial Cost	Annual Fees
UtiliTrak Basic (Includes 1 network license)	\$21,029.40	\$14,426.16
UtiliStake (Includes 1 mobile license)	\$13,055.40	\$6,782.64
Google Subscription (\$245.00 per 2 users)		\$490.00
UtiliGo (Unlimited number of users)	\$10,000.00	\$14,040.00
Google License (\$14.00 per 30 users)		\$420.00
Data Conversion	\$18,000.00	
UtiliTrak Training	\$5,100.00	
UtiliStake Training	\$5,100.00	
Totals	\$72,284.80	\$36,158.80

Partner Software		
	Initial Cost	Annual Fees
Partner Mapping Platform (Site Licensed)	\$10,000.00	\$6,000.00
Partner Field Design (Site Licensed)	\$21,375.00	\$8,000.00
Aerial Imagery	\$5,500.00	\$5,500.00
Partner Mobile (Site Licensed)	\$2,250.00	\$2,500.00
Partner Hosting Service	\$10,000.00	\$10,000.00
Material Explosion	\$3,000.00	\$2,500.00
CIS Sync	\$10,000.00	
Hosted Server (iOS Syncing)	\$500.00	\$2,250.00
Map Publisher Training	\$5,000.00	
Field Design Training	\$17,500.00	
	\$85,125.00	\$36,750.00

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF UTILISUITE MAPPING AND STAKING SOFTWARE FROM CENTRAL SERVICE ASSOCIATION (CSA), TUPELO, MISSISSIPPI, FOR USE BY THE ELECTRIC DEPARTMENT IN THE AMOUNT OF \$107,533.60.

WHEREAS, it is crucial for the Electric Department to keep and maintain up-to-date maps showing the electric infrastructure throughout the City; and

WHEREAS, the field crews are currently using paper maps to inspect the circuits and to help navigate the system during outages, with modifications sketched on paper and brought to engineering staff to update digital maps and generate new paper maps; and

WHEREAS, software is available that will allow field crews to always have access to up-to-date digital maps and allow modifications to be made in the field for engineering staff to review and update; and

WHEREAS, the Electric Department evaluated software companies with this capability and determined CSA's UtiliSuite software package provides the lowest cost option while still being capable to provide the tools necessary to digitally map and manage the City's electric infrastructure; and

WHEREAS, the City Manager recommends be award be made to CSA for this software.

NOW, THEREFORE, BE 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 Central Service Association (CSA), P.O. Box 3480, Tupelo, Mississippi 38803-3480, for the purchase of the UtiliSuite software package for use by the Electric Department in the amount of \$107,533.60 (\$72,284.80 for the initial setup costs and \$35,248.80 annually for monthly fees and expenses).

BE IT FURTHER RESOLVED that the above pricing is discounted for a seven (7) year total term commitment (including renewals), however, the City does have the ability to terminate early upon written notice to the company and annual renewals will be processed under the City Manager's signature contract authority when services are satisfactory and budget allows.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Roger Flynn , Public Works City Engineer
THROUGH: Patrick Berge, Public Works Director
SUBJECT: Scarboro Road Resurfacing
SUPPORTING DEPARTMENT: -None-

Introduction

An item for Council's consideration is a resolution to authorize Public Works to waive competitive bids and solicit a quote from Rogers Group Inc. to resurface and restripe portions of Scarboro Road and to enter into a contract for that service.

Funding

Funding is available from the Street Resurfacing budget.

Background

At its September 12, 2022 meeting City Council authorized a contract via resolution 9-107-2022 with Morgan Contracting Inc. in the amount of \$13,659,000. The purpose of that contract is to construct a new waterline to transport finished water from the new water treatment plant being constructed at the site of the existing raw water intake on Pumphouse Road to the storage reservoirs at the current water treatment plant on Bear Creek Road. The new waterline generally runs parallel to the west side (south bound lane) of Scarboro Road. It is Public Work's experience that grant funding, regardless of the grantor for constructing or replacing waterlines in roadway surfaces will only pay for ditch line pavement restoration but not full width resurfacing.

At the May 16, 2023 work session, Public Works staff discussed resurfacing including providing scenarios for estimated budget funding to obtain and maintain target pavement condition index (PCI) goals. In addition a list of needed projects was developed. These were considered special projects that cannot be complete during normal annual resurfacing. Their individual cost would exceed an entire annual budget or time is of the essence because the

project is needed for construction restoration. One of the projects, resurfacing of New York Avenue and Lafayette Drive was done at the same time TDOT resurfaced Oak Ridge Turnpike. Two of the projects, resurfacing a portion of West Outer Drive after waterline replacement and this project to resurface a portion of Scarboro Road will be needed this year.

The contract with Morgan Contracting, Inc. contains a line item unit price for ditch line restoration, resurfacing (providing an asphalt overlay) and restriping the disturbed portion of roadway. Specifically the waterline contractor is responsible for 12,200 sq. yds. of pavement restoration at \$26 per sq. yd. The price does not separate ditch line restoration from resurfacing. The entire surface area of Scarboro RD between Bethel Valley and Bear Creek RDs is \pm 36,200 sq. yds. Morgan Contracting, Inc. used pricing from Rogers Group, Inc. (RGI) to prepare their bid and RGI has already done some of the ditch line restoration in order to be able to open the road to two way traffic. None of the roadway has been resurfaced.

Public Works intends to have the entire roadway resurfaced after the waterline is complete. RGI under contract to Morgan Contracting, Inc. will resurface where the pipeline was installed and then the City will contract for the remaining portion of the roadway. Public Works and Morgan Contracting Inc. agree on delaying resurfacing till a time closer to when the new water plant is operational. The usual process for road resurfacing is to solicit sealed bids. If Public Works is required to do this it's possible a contractor other than RGI could provide a successful bid. The new asphalt must be installed as a contiguous surface at the same time. It's not possible for two different contractors to pave a roadway at the same time. Using two different contractors would result in a cold joint in the middle of the south bound lane and would cause a drop off due to uneven lanes. Using two different contractors will require additional mobilization cost, road closures and its probable neither would be willing to warranty the work.

Public Works contacted RGI, provided a scope of work and requested an estimate for unit pricing to resurface and restripe the portion of Scarboro RD adjacent to the area that Morgan Contracting will restore under the waterline contract. Public Works anticipated asking for an actual quote nearer completion of the water plant. RGI provided an actual quote but since the project won't take place soon they included a clause to adjust the price based on the asphalt index at that time. This is common on large projects that take place over months or years. The pricing is similar to staff's estimate and what would be provided with using sealed bid process.

RGI does not do striping in house. The exact limit and quantity of pavement marking is not yet known and the pavement marking contractor did not want to provide a quote this far in advance. Staff has prepared an estimate in house and expects to need an additional \$60,000. In addition to not yet knowing the exact limits of work it also isn't known how much shoulder treatment will be needed. For purposes of the estimate, it was assumed the entire length of one side would be needed. That amount was included. Typically, isolated spots need stone added and that could be on either side.

Recommendation

At this time staff is estimating the cost of this paving at \$430,000 however that is subject to actual cost at time of work and it's probable the final cost will exceed this. Public Works staff recommends approval of the accompanying resolution.

Attachments:

[COR - Scarboro Road Paving Quote \(Rogers Group Inc\).pdf](#)

[Resolution - Scarboro Road Resurfacing \(Rogers Group, Inc\).docx](#)



601 Maryville Pike
 Knoxville, TN 37920
 Phone: (865) 579-2000
 Fax: (865) 579-2004

Company: City of Oak Ridge
Contact: Roger Flynn
Email: rflynn@oakridgetn.gov
Phone: 865-425-1816

Project: COR - Scarboro Road
Quote No: ETN24018
Date: 02/01/2024
Estimator: Brad Cabbage

Rogers Group, Inc. (RGI) would like to thank you for the opportunity to price this work. RGI offers to furnish all labor, materials and/or equipment required for the performance of the below described scope of work. Unless otherwise specified herein, the price to be paid to RGI shall be **\$ PER UNIT PRICES**, payable within 15 days of receipt of invoice for completion or partial completion of any work described below.

SCOPE OF WORK:

Hot Mix Asphalt

PRICING

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
06-300	ASPHALT SURFACE	24,000.000	SY	\$ 13.50	\$324,000.00
03-200	SHOULDER STONE	300.000	TON	\$ 60.00	\$18,000.00
	TRAFFIC CONTROL	1.000	LS	\$12,000.00	\$12,000.00
	MOBILIZATION	1.000	LS	\$15,000.00	\$15,000.00
TOTAL:					\$369,000.00

This proposal is based on TDOT February 2024 Bituminous Price Index \$629.09 for liquid asphalt cement. Any increase/decrease in the monthly will increase/decrease the base bid price.

NOTES & QUALIFICATIONS

- Two (2) mobilizations have been included in the above quoted price. Proposal is based on logical paving sequence and fixed number of move-ins to site (1000 TN min per move-in). If additional move-ins are required, they will be charged at \$3,500.00 per each. One "move-in" shall be defined as any operation in which equipment is transported by "lowboy" to paving location (including on-site moves).
- All traffic control devices to be provided by ROGERS GROUP
- Bond is included in above prices.
- RGI will receive the adjustments (additions or deductions) regarding Special Provision 109A and 109B. However, if the project extends beyond the allocated working time as set forth in the original contract or a supplemental change order. RGI will receive adjustment compensation from PRIME CONTRACTOR for any additional bituminous material cost not compensated by the OWNER.



601 Maryville Pike
Knoxville, TN 37920
Phone: (865) 579-2000
Fax: (865) 579-2004

5. Removal or relocation of any existing utilities lines to facilitate this work shall be at no cost to RGI.
6. OWNER is responsible for all fees and permits.
7. RR Insurance is NOT included. If required, it would be at an additional cost.
8. Independent quality assurance/control inspections and testing are excluded
9. Quote is valid for 45 days from the date of this proposal
10. The terms and conditions outlined herein form the basis of the quoted pricing and will be incorporated by enumeration or reference into any contract agreement or purchase order

COMMERCIAL TERMS

Final and complete payment for all Work performed hereunder shall be made not later than fifteen (15) days after the completion of Work or delivery of materials. Interest at the highest legal rate allowable under the laws of the jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

RGI shall not become obligated to perform the Work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the Work hereunder, RGI shall be furnished adequate security upon our request.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

RGI shall be provided with suitable access to the work area. If RGI's Work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit RGI to perform its Work hereunder in a normal uninterrupted single-shift operation.

Unless a time for the performance of RGI's Work is specified, RGI shall undertake it in the course of our normal operating schedule. RGI shall not be liable for any failure to undertake or complete the Work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which RGI is involved, directly or indirectly.

If for causes beyond our control our Work is not complete within twelve (12) months after the date of your acceptance of this proposal, RGI may cancel this agreement at any time thereafter on ten (10) days' notice. In such event RGI shall be (I) relieved of any further obligation with respect to the balance of the Work; and (II) entitled to receive final and complete payment for all Work performed to the date of cancellation within fifteen (15) days thereafter.

RGI shall not be responsible for, and customer agrees to hold RGI, its officers, directors, successors, assigns, agents, and employees, harmless from and indemnify them against, any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways or injuries resulting from hazardous or toxic waste within the Work area. It is further understood that RGI shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure of sub-grade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time our Work was undertaken.

You agree to indemnify and save RGI, its officers, directors, successors, assigns, agents, and employees harmless from and against all loss, damage, costs, expenses and attorney's fees of every kind whatsoever which may occur on account of any breach by you of this contract. This agreement shall be governed by and construed under the law of the state in which the Work is to be performed.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of this proposal. Upon its receipt, it is understood the foregoing, including the commercial terms set forth above, will constitute the full and complete agreement.

ACCEPTED:



**ROGERS
GROUP** INC.

601 Maryville Pike
Knoxville, TN 37920
Phone: (865) 579-2000
Fax: (865) 579-2004

(Individual or Firm Name)

(Signature & Title)

(Date)

RESOLUTION

A RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO ENTER INTO A CONTRACT WITH ROGERS GROUP, INC., KNOXVILLE, TENNESSEE, TO RESURFACE AND RESTRIPE PORTIONS OF SCARBORO ROAD IN AN AMOUNT NOT TO EXCEED \$430,000.00.

WHEREAS, by Resolution 9-107-2022, the City approved a contract with Morgan Contracting, Inc., for construction of the finished water transmission line for the new water treatment plant project in an amount not to exceed \$13,659,100.00; and

WHEREAS, the new water transmission line generally runs parallel to the west side of Scarboro Road in the southbound lane, and the contract with Morgan Contracting contains a line-item unit price for ditch line restoration, resurfacing, and restriping the disturbed portion of Scarboro Road which will be provided by Rogers Group, Inc.; and

WHEREAS, the Public Works Department desires to have this portion of Scarboro Road completely re-paved and re-striped all at the same time as this will provide better pavement condition than having areas paved at different time intervals; and

WHEREAS, Morgan Contracting has agrees to delay the resurfacing until a time closer to when the new water plant is operational; and

WHEREAS, the Public Works Department contacted Rogers Group, Inc., and provided Rogers Group, Inc., with a scope of work relevant to resurfacing and striping portions of Scarboro Road adjacent to the area that Morgan Contracting will restore under the waterline contract, which resulted in Rogers Group, Inc., providing an estimate for the work with a clause to be able to adjust the price based on the asphalt index at the time of the actual work; and

WHEREAS, as Rogers Group does not do striping in-house, the pavement marking contractor did not want to provide a quote so far in advance because the exact amount of pavement marking is not yet known, so staff has prepared an in-house estimate for an additional \$60,000.00 beyond the quoted amount from Rogers Group, which is \$369,000.00.

WHEREAS, the City Manager recommends that competitive bids be waived in order to allow the project to be completed at the same time as Morgan Contracting having the work done on this roadway and with the same contractor, and an award be made to Rogers Group for the resurfacing and restriping project on Scarboro Road.

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 an award be made to Rogers Group, Inc., 601 Maryville Pike, Knoxville, Tennessee 37920, to complete the resurfacing and restriping project on Scarboro Road in an amount not to exceed \$430,000.00 thereby allowing all work on Scarboro Road to be completed by one contractor at the same time.

BE IT FURTHER RESOLVED that the City will obtain an actual quote from Rogers Group, Inc., closer to the time of actual work and, should that quote exceed the authorized expenditure, staff will come back to City Council for additional authorization.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Roger Flynn , Public Works City Engineer
SUBJECT: Converse Lane Storm Drain Replacement

Introduction

An item for City Council's consideration is a resolution authorizing a contract in the not to exceed amount of \$185,705.00 to Rogers Group, INC of Knoxville, TN for replacement of storm drainage piping located on Converse LN.

Background

In 2019 Public Works learned of an issue with a corrugated metal pipe (CMP) drainage culvert at the subject location. Estimates of the service life for CMP is considered to be 40 to 60 years. It's very common for these pipes to either hold water causing the bottom to rust out or for water to by-pass the inlet and run under and around the pipe also causing rust. Either condition creates soil erosion around the pipe and causes the ground above to collapse.

This particular culvert passes under two private driveways and the end of a cul-da-sac. The deterioration has progressed to the point the driveway at 18 Converse LN is cracking and sinking. Public works personnel have tried unsuccessfully to patch the pipe and replace the fill that has washed away. The scope of repair which includes replacement of the CMP with high density polyethylene (HDPE) pipe, building a new catch basin and curb inlet, replacing the curb, gutter and portions of both driveways and also pavement repair is beyond in house capability. Public Works would like to proceed with this repair before this driveway completely collapses.

The project was advertised and publicly let for bid. Public Works is familiar with the successful bidder and is satisfied with their past work for the City. Funding is available from the stormwater budget.

Recommendation

Public Works requests a contingency of \$20,000 for unknown circumstances. The total amount requested for approval is \$205,705. Adoption of the attached resolution is recommended.











Attachments:

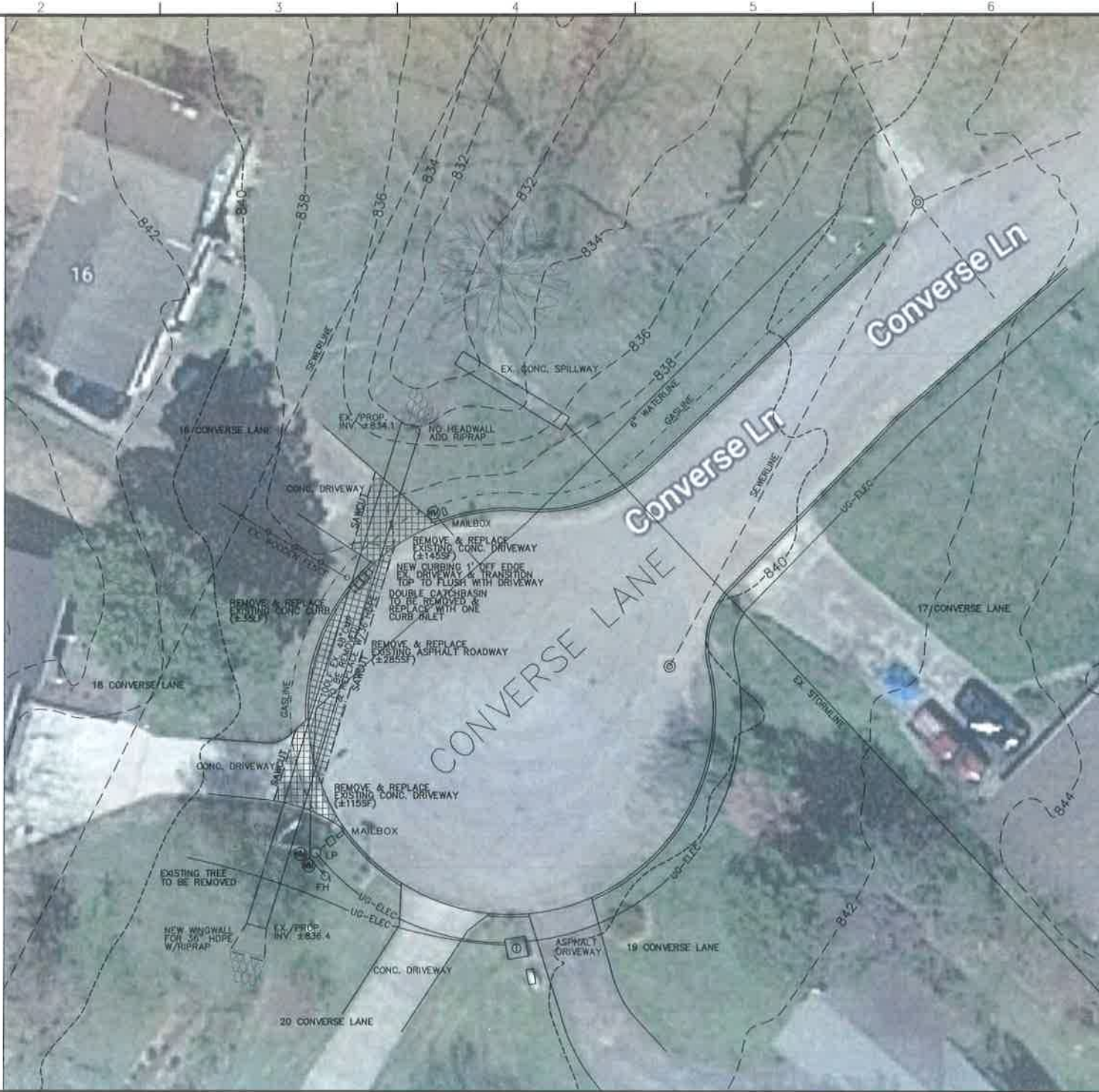
[Converse LN C-1.pdf](#)

[FY2024-121 Abstract Converse Lane Storm Drain Pipe Replacement.pdf](#)

[Resolution -Rogers Group - Converse Ln Storm Drain Replacement.docx](#)

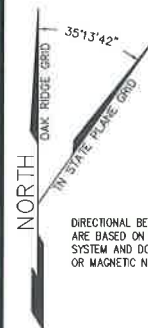
LEGEND

- EX. POWER POLE W/GUYS 
- EX. LIGHT POLE 
- EX. GASLINE 
- EX. UNDERGROUND ELEC. & TRANSFORMER 
- EXIST. WATER LINE W/VALVE & FIRE HYDRANT 
- EXIST. SAN. SEWER W/MANHOLE 
- EX. STORM DRAINAGE W/ STRUCTURE 
- EX. 2' INTERVAL CONTOUR 
- EX. 10' INTERVAL CONTOUR 
- PROP. STORM DRAINAGE W/ STRUCTURE 



NOTES

1. DESIGNER: BRYAN MILLS, PE
CITY OF OAK RIDGE - CIVIL ENGINEERING
PUBLIC WORKS DEPARTMENT
100 WOODBURY LANE
OAK RIDGE, TN 37830
PH: (615) 425-1637
2. CONTRACTOR TO FOLLOW THE REQUIREMENTS OF CITY OF OAK RIDGE "STANDARD CONSTRUCTION REQUIREMENTS AND DETAILS" ADOPTED DECEMBER 4, 2000 AS WELL AS TDAJ DEPARTMENT OF HIGHWAYS "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"
3. DIMENSIONS ARE TO THE EDGE OF GUTTER/PAVEMENT OR FACE OF CURB IF NO OTHER UNLESS OTHERWISE NOTED.
4. ALL ASPHALT MUST BE PROVIDED FROM AN APPROVED TDAJ ASPHALT PLANT.
5. CONTRACTOR TO VERIFY ALL EXISTING INVERTS PRIOR TO BEGIN INSTALLATION OF STORM DRAINAGE PIPING.



DIRECTIONAL BEARINGS USED ON THIS MAP ARE BASED ON THE OAK RIDGE COORDINATE SYSTEM AND DO NOT REFER TO EITHER TRUE OR MAGNETIC NORTH.



16/18 CONVERSE LANE
STORM DRAINAGE REPLACEMENT
OAK RIDGE, TN 37830

SITE LAYOUT & UTILITY PLAN

Issue	Drawn By	Checked By	Date	Approval
original	BMH	BMH	02/22/24	BMH

BASE DWG: 22-003
file: dwg no. field book no. job no.



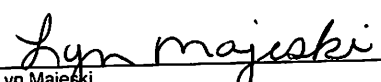
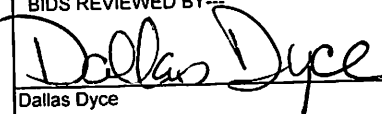
C-1

drawing number

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

FY2024-121

OPENING DATE: April 16, 2024 2:00 P.M.

FOR --- Converse Lane Storm Drain Pipe Replacement Project			BIDDER: Rogers Group, Inc. 601 Maryville Pike Knoxville, TN 32920		BIDDER: Brabston Trucking Inc. 1455 Harris Road Knoxville, TN 37924		BIDDER:		BIDDER:	
DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR CONVERSE LANE STORM DRAIN PIPE REPLACEMENT PROJECT PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT				\$ 185,705.00		\$ 413,025.00				
Contingency - to be used only if required.				\$ 20,000.00						
TOTAL PRICE				\$ 205,705.00		\$ 413,025.00				
TERMS				Net 30		Net 30				
DELIVERY				per Contract		per Contract				
F.O.B.				Oak Ridge		Oak Ridge				
VIA				Best Way		Best Way				
Advertised on the City's Website for 14 days OTHER BIDDERS CONTACTED: M & M Pipe Services, LLC - Clinton, TN Knoxville Excavating, LLC - Knoxville, TN Southern Constructors, Inc. - Knoxville, TN Hurst Excavating, LLC - Knoxville, TN Morgan Contracting - Knoxville, TN Horizon Underground, LLC - Bean Station, TN 37708							Adam & Sons, Inc. - Sevierville, TN Portland Utilities Construction Company - Portland, TN Merkel Bros. Construction, Inc. - Greeneville, TN Adams & Sons, Inc. - Knoxville, TN		BIDS OPENED AND RECORDED BY--  Lyn Majeski Purchasing Manager	
REASON FOR AWARD: ONLY BID RECEIVED <input type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input checked="" type="checkbox"/>				RECOMMEND AWARD BE MADE TO: Rogers Group, Inc. 601 Maryville Pike Knoxville, TN 32920			BIDS REVIEWED BY--  Dallas Dyce Accounting Manager			

RESOLUTION

A RESOLUTION AWARDING A CONTRACT TO ROGERS GROUP, INC., KNOXVILLE, TENNESSEE, FOR THE CONVERSE LANE STORM DRAIN PIPE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$185,705.00.

WHEREAS, the Public Works Department has a storm drain pipe replacement project on Converse Lane to repair a corrugated metal pipe drainage culvert that is failing and causing damage to a residential driveway; and

WHEREAS, the City issued an invitation to bid for the furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for this project; and

WHEREAS, bids were received and publicly opened on April 16, 2024, with Rogers Group, Inc., Knoxville, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE 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 Rogers Group, Inc., 601 Maryville Pike, Knoxville, Tennessee 37920, for furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for the storm drain pipe replacement project on Converse Lane; said award in strict accordance with contract FY2024-121, the required specifications, and the bid as publicly opened on April 16, 2024, and in an amount not to exceed \$185,705.00.

BE IT FURTHER RESOLVED that up to \$20,000.00 in additional funds is authorized as contingency funds to be used by the City Manager to execute contract amendments as may be necessary for unforeseen matters arising under this project.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Roger Flynn , Public Works City Engineer
SUBJECT: Emory Valley Road Storm Drain Replacement

Introduction

An item for City Council's consideration is a resolution authorizing a contract in the not to exceed amount of \$348,125.00 to Brabston Trucking, Inc. of Knoxville, TN for replacement of storm drainage piping located on Emory Valley Road.

Background

A city owned storm drain located at 699 Emory Valley Road has failed three times in the past five years. The failure which is at the north edge of the parking lot of a shopping center has caused a portion of the parking lot to collapse and is currently barricaded. Public Works decided trying a third repair was not reasonable and has chosen to completely replace the failed sections of pipe.

This storm drain system pre-dates current Public Works personnel so the exact history or age of the pipes isn't known. The current configuration is two parallel 36" X 64" arch shaped corrugated metal pipes (CMP). Both pipes have deteriorated. The failed pipes run west to east between a junction box located near the driveway to the shopping center and the west property line of Mullins Car Wash. The piping system begins at the detention basin serving Roane State College and runs south under the railroad track and Emory Valley Road. It's believed the reason there are two large pipes is that the system originally drained the area between Emory Valley and Laboratory Roads. When Roane State College was constructed a regional storm water detention basin was installed. This collects the storm water that previously flowed thru the two pipes and discharges it at a much slower rate. This will allow the two failed CMP pipes to be replaced with two smaller high-density polyethylene (HDPE) pipes.

The Public Works department engineering division chose to prepare plans for this project in

house. During research it was learned Emory Valley Road was widened in 1990 causing all of the junction box lids to be removed and replaced with solid covers that were buried and paved over. There is no visual access to these boxes so the design was based on the limited number of 35-year-old drawings that could be located. One item in the scope of work is to bring the access for these junction boxes to the surface and install manhole style lids. Dimensions and elevations cannot be verified so investigative work is included in the scope of work and contingencies are added if conditions are different than expected.

In 1993 the Mullins Car Wash was constructed. The north end of the building is located over the south pipe. There was an agreement recorded stipulating repair or relocation cost for either or both pipes under the car wash would be the owner's responsibility. Staff went as far as actually designing the relocation but abandoned the idea because it would triple the cost of the project, require new easements and an amended agreement and require the car wash to be closed for an extended period. Whether or not the pipe was renewed when the car wash was constructed, or the current condition of the pipe is not known. There is no evidence of failure under the car wash property.

This project qualifies for use of funding from the American Rescue Plan Act (ARPA).

Recommendation

This project was publicly advertised for bid. The successful bidder has done work previously in Oak Ridge and is currently under contract to the City for another project. Public Works is pleased with their work. Adoption of the attached resolution is recommended.













Attachments:

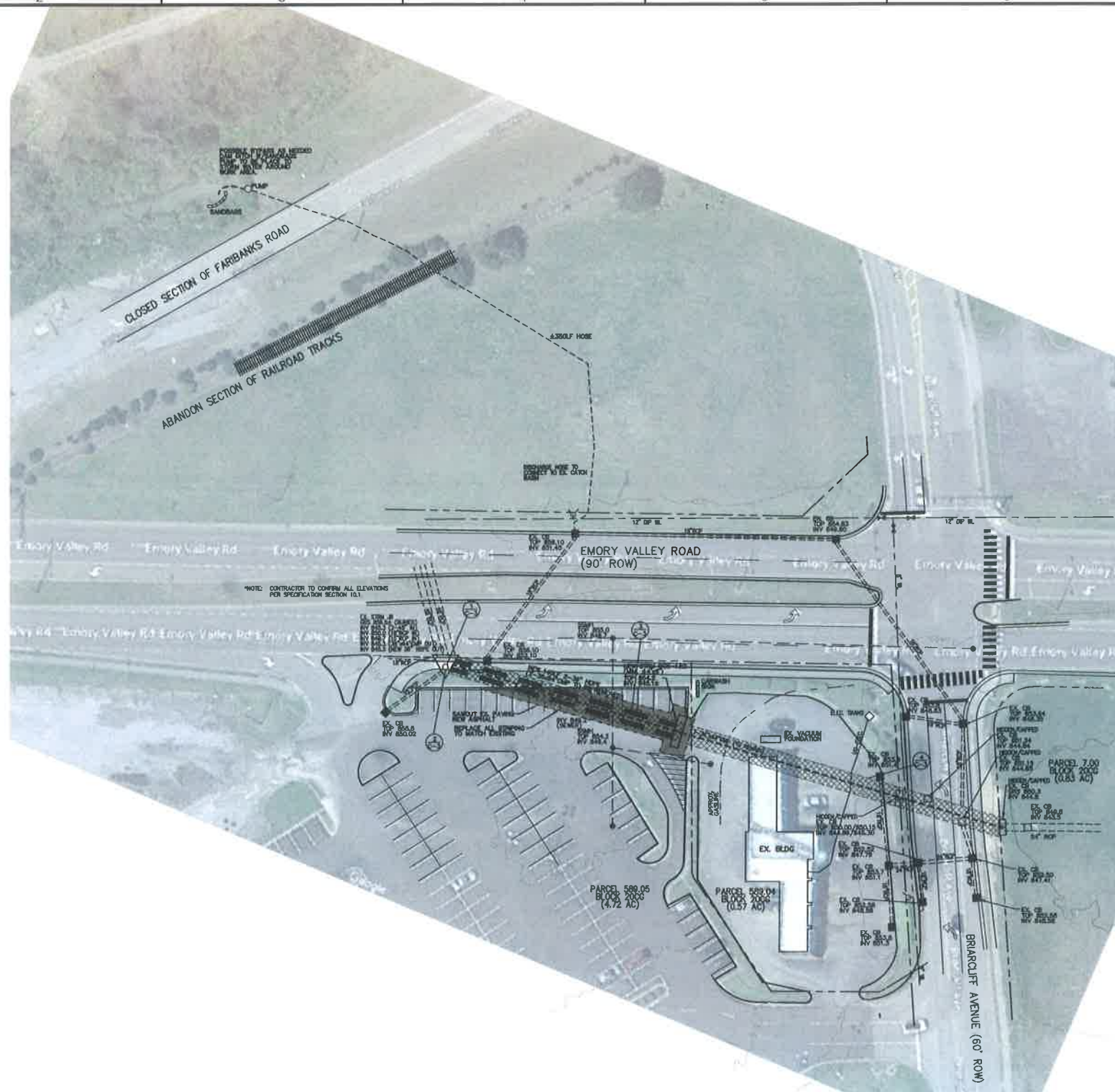
[Emory Valley RD C-1.pdf](#)

[FY2024-122 Abstract Emory Valley Waterline Improvement.pdf](#)

[Resolution - Brabston Trucking Inc - Emory Valley Rd Storm Drain Replacement Project.docx](#)

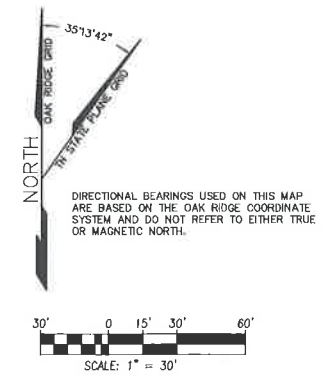
LEGEND

- EX. POWER POLE W/GUYS 
- EX. LIGHT POLE 
- EX. OVERHEAD ELECTRIC 
- EX. UNDERGROUND ELEC. & TRANSFORMER 
- EXIST. WATER LINE W/VALVE & FIRE HYDRANT 
- EXIST. SAN. SEWER W/MANHOLE 
- EX. SEWER LINE W/ STRUCTURE 
- EX. STORM DRAINAGE W/ STRUCTURE 
- PROP. STORM DRAINAGE W/ STRUCTURE 
- CATCH BASIN/AREA DRAIN 
- HIDDEN/CAPPED CATCH BASIN 
- NEW ASPHALT PAVING AND/OR CURBS 



NOTES

1. DESIGNER: BRYAN W. MILLS, P.E.
CITY OF OAK RIDGE - CIVIL ENGINEERING
PUBLIC WORKS DEPARTMENT
100 WOODBURY LANE
OAK RIDGE, TN 37830 PH: (865) 425-1807
2. CONTRACTOR TO FOLLOW THE REQUIREMENTS OF CITY OF OAK RIDGE "STANDARD CONSTRUCTION REQUIREMENTS AND DETAILS" ADOPTED DECEMBER 4, 2008 AS WELL AS TENN. DEPARTMENT OF HIGHWAYS "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
3. DIMENSIONS ARE TO THE EDGE OF GUTTER/PAVEMENT OR FACE OF CURB IF NO GUTTER UNLESS OTHERWISE NOTED.
4. ALL ASPHALT MUST BE PROVIDED FROM AN APPROVED TROT ASPHALT PLANT.
5. CONTRACTOR TO VERIFY ALL EXISTING INVERTS PRIOR TO BEGIN INSTALLATION OF STORM DRAINAGE PIPING (SEE SPEC. SECTION 10.11).
6. PROPOSED STORM BOX-182 (4x4x7) TO BE BY BARGER AND SONS OR APPROVED EQUAL. SEE DETAILS. ALL ELEVATIONS SHALL BE CONFIRMED BY CONTRACTOR PRIOR TO BEGINNING WORK.



PARCEL 589.04, BLOCK 20CG
691A EMORY VALLEY ROAD
OAK RIDGE, TN 37830

**CARWASH STORM DRAINAGE REPAIR
SITE LAYOUT & UTILITY PLAN**

issue	drawn by	checked by	date	approval
original	BWM	BWM	02/24/24	RF

BASE.DWG
file dwg no. field book no. job no.



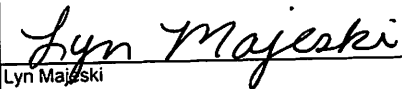

C-1

drawing number

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

FY2024-122

OPENING DATE: April 16, 2024 2:30 P.M.

FOR --- Emory Valley Waterline Improvement & Storm Drain Replacement Project			BIDDER: Brabston Trucking Inc. 1455 Harris Road Knoxville, TN 37924		BIDDER:		BIDDER:		BIDDER:	
DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR EMORY VALLEY WATERLINE IMPROVEMENT AND STORM DRAIN REPLACEMENT PROJECT PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT				\$ 348,125.00						
TOTAL PRICE				\$ 348,125.00						
TERMS				Net 30						
DELIVERY				per Contract						
F.O.B.				Oak Ridge						
VIA				Best Way						
Advertised on the City's Website for 14 days OTHER BIDDERS CONTACTED: M & M Pipe Services, LLC - Clinton, TN Knoxville Excavating, LLC - Knoxville, TN Southern Constructors, Inc. - Knoxville, TN Hurst Excavating, LLC - Knoxville, TN Morgan Contracting - Knoxville, TN Horizon Underground, LLC - Bean Station, TN 37708							Adam & Sons, Inc. - Sevierville, TN Portland Utilities Construction Company - Portland, TN Merkel Bros. Construction, Inc. - Greeneville, TN Adams & Sons, Inc. - Knoxville, TN Rogers Group, Inc. - Knoxville, TN		BIDS OPENED AND RECORDED BY---  Lyn Majeski Purchasing Manager	
REASON FOR AWARD: ONLY BID RECEIVED <input checked="" type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>				RECOMMEND AWARD BE MADE TO: Brabston Trucking Inc. 1455 Harris Road Knoxville, TN 37924			BIDS REVIEWED BY---  Dallas Dyce Accounting Manager			

RESOLUTION

A RESOLUTION AWARDING A CONTRACT TO BRABSTON TRUCKING, INC., KNOXVILLE, TENNESSEE, FOR THE EMORY VALLEY ROAD STORM DRAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$348,125.00.

WHEREAS, the storm drain along Emory Valley Road near Mullins Car Wash and the IGA grocery store parking lot has failed three times in the past five years; and

WHEREAS, Public Works Department staff has determined a third repair is not feasible and the failed sections of pipe need replacement instead; and

WHEREAS, the City issued an invitation to bid for the furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for this project; and

WHEREAS, bids were received and publicly opened on April 16, 2024, with Brabston Trucking, Inc., Knoxville, Tennessee, submitting the sole bid, which bid the City Manager recommends be accepted; and

WHEREAS, the City has previously contracted with this company and the work was satisfactory.

NOW, THEREFORE, BE 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 Brabston Trucking, Inc., 1455 Harris Road, Knoxville, Tennessee 37924, for furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for the Emory Valley Road storm drain replacement project; said award in strict accordance with contract FY2024-122, the required specifications, and the bid as publicly opened on April 16, 2024, and in an amount not to exceed \$348,125.00.

BE IT FURTHER RESOLVED that American Rescue Plan Act (ARPA) funds are available for use for this project.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Roger Flynn , Public Works City Engineer

SUBJECT: Tennessee Avenue Waterline Improvement and Michigan Avenue Storm Drain Replacement

Introduction

An item for City Council's consideration is a resolution authorizing a contract in the not to exceed amount of \$522,245.00 to Brabston Trucking of Knoxville, TN for waterline connection on Tennessee Avenue at Kentucky Avenue and Michigan Avenue storm drain replacement.

Background

In 2018 Public Works began a project to replace the waterline on Tennessee Avenue beginning 200' east of the intersection of Tennessee and New York Avenues and extending east terminating between Michigan Avenue and Tyler Road which is just west of Kentucky Avenue The purpose was to replace the waterline which has experienced multiple failures and also to replace curb and gutter, sidewalks and resurface the roadway.

At the time Public Works intended to do a second phase extending east to Georgia Avenue. The second phase was primarily for aesthetics. There is not a history of waterline failures, so the second phase has become less of a priority. Because of the original plan to continue east the decision was made at that time to stub out and cap off the new waterline short of Kentucky Avenue assuming it would be reconnected with the second phase and also to delay repairing a storm drain line that was failing at 103 Tennessee Avenue.

This project is to correct three issues. First is that not reconnecting the new waterline on Tennessee Avenue to the existing line at Kentucky Avenue took away the redundant loop feed. There have been two water line breaks south of Tennessee Avenue that caused more customers to be out of service than would have been if connection had been restored. Second is that the roadway surface is settling, and the sidewalk is sinking and in need of repair due to a storm drain that was failing near 103 East Tennessee Avenue. In 2019 the

plan was to repair the storm drain line, roadway and sidewalk as part of the second phase. Last year the ground around the storm drain subsided and Public Works had to repair the pipe but the road and sidewalk still need repair.

The third issue is new and not related to the previous project. A corrugated metal pipe (CMP) storm drain running under Michigan Avenue near Tennessee Avenue has collapsed under the sidewalk on the east side of the road. The sidewalk has fallen away and there is presently a steel plate covering the hole. The storm drain line under Michigan Avenue has failed once previously so Public Works has decided to replace it instead of trying another repair. It is reasonable to include this repair with this project because it is the same type of work and in the same area.

Our experience with waterline replacement projects funded by ARPA is that APRA will only reimburse for pavement restoration for the ditch line. This is the reason resurfacing of the remaining street and concrete repair unrelated to the pipeline is being funded separately.

This project will be funded from the American Rescue Plan Act (ARPA) and the street resurfacing budget.

Recommendation

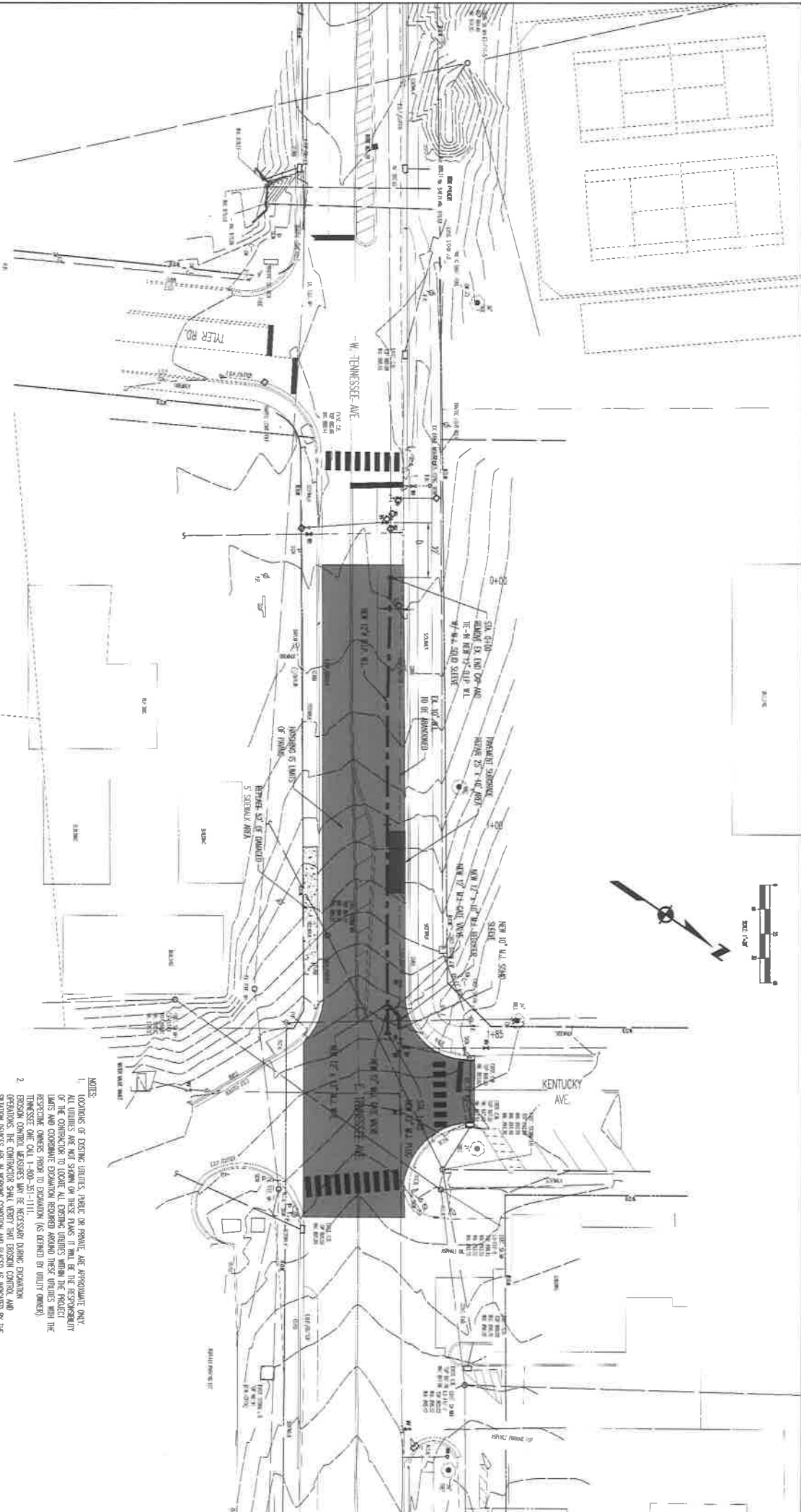
This project was publicly advertised for bid. The successful bidder has done work previously in Oak Ridge and is currently under contract to the City for another project. Public Works is pleased with their work. Adoption of the attached resolution is recommended. Public Works asks for a \$35,000 contingency for unforeseen circumstances bringing the total approved by this resolution to \$557,245.

Attachments:

[TN & Mich AVE 2-5.pdf](#)

[FY2024-123 West Tennessee Avenue Watrelne Improvement.pdf](#)

[Resolution - Brabston Trucking Inc - W. TN Ave Waterline and Storm Drain Pipe Replacement Project.docx](#)

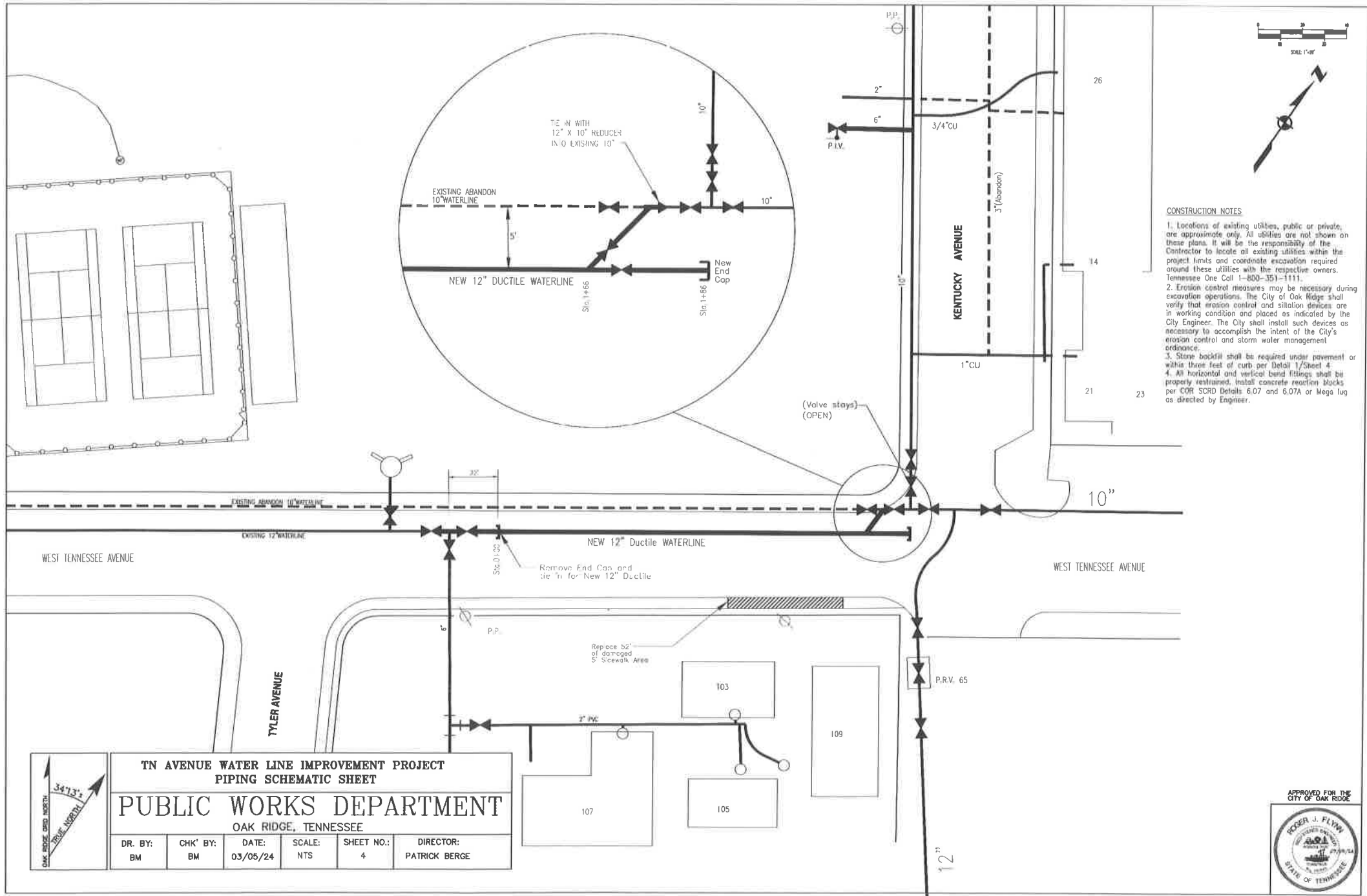


TN AVENUE WATER LINE IMPROVEMENT PROJECT				
PLAN SHEET				
PUBLIC WORKS DEPARTMENT				
OAK RIDGE, TENNESSEE				
DR. BY:	CHK. BY:	DATE:	SCALE:	SHEET NO.:
BM	BM	03/05/24	NTS	2
				DIRECTOR:
				PATRICK BERGE



- NOTES:**
1. LOCATIONS OF EXISTING UTILITIES, PUBLIC OR PRIVATE, ARE APPROXIMATE ONLY. ALL UTILITIES ARE NOT SHOWN ON THESE PLANS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS AND COORDINATE EXCAVATION REQUIRED AROUND THESE UTILITIES WITH THE RESPECTIVE OWNERS PRIOR TO EXCAVATION (AS DETERMINED BY UTILITY OWNERS).
 2. EROSION CONTROL MEASURES SHALL BE NECESSARY DURING EXCAVATION OPERATIONS. THE CONTRACTOR SHALL VERIFY THAT EROSION CONTROL AND SEDIMENT TRAPPS ARE IN WORKING CONDITION AND PLACED AS INDICATED BY THE CITY ENGINEER. THE CONTRACTOR SHALL INSTALL SUCH DEVICES AS NECESSARY TO ACCOMMODATE THE FLOW OF THE CITY'S EROSION CONTROL AND STORM WATER MANAGEMENT ORDNANCE.
 3. STAKE BRAGGELL SHALL BE REQUIRED UNDER PRESENT OR WITHIN THREE FEET OF ALL EXISTING AND PROPOSED WATER MAINS.
 4. ALL EXISTING AND PROPOSED ROAD FITTINGS SHALL BE PROPERLY REPAIRED. INSTALL CONCRETE REACTION ROOMS OR WEA UTSS AS DIRECTED BY THE ENGINEER.
 5. WHEN DIGGING MAIN PIPE SHALL BE PRESSURE CLASS 360, AWWA C151.
 6. GATE VALVES SHALL BE REQUIRED SIZE 18\"/>





CONSTRUCTION NOTES

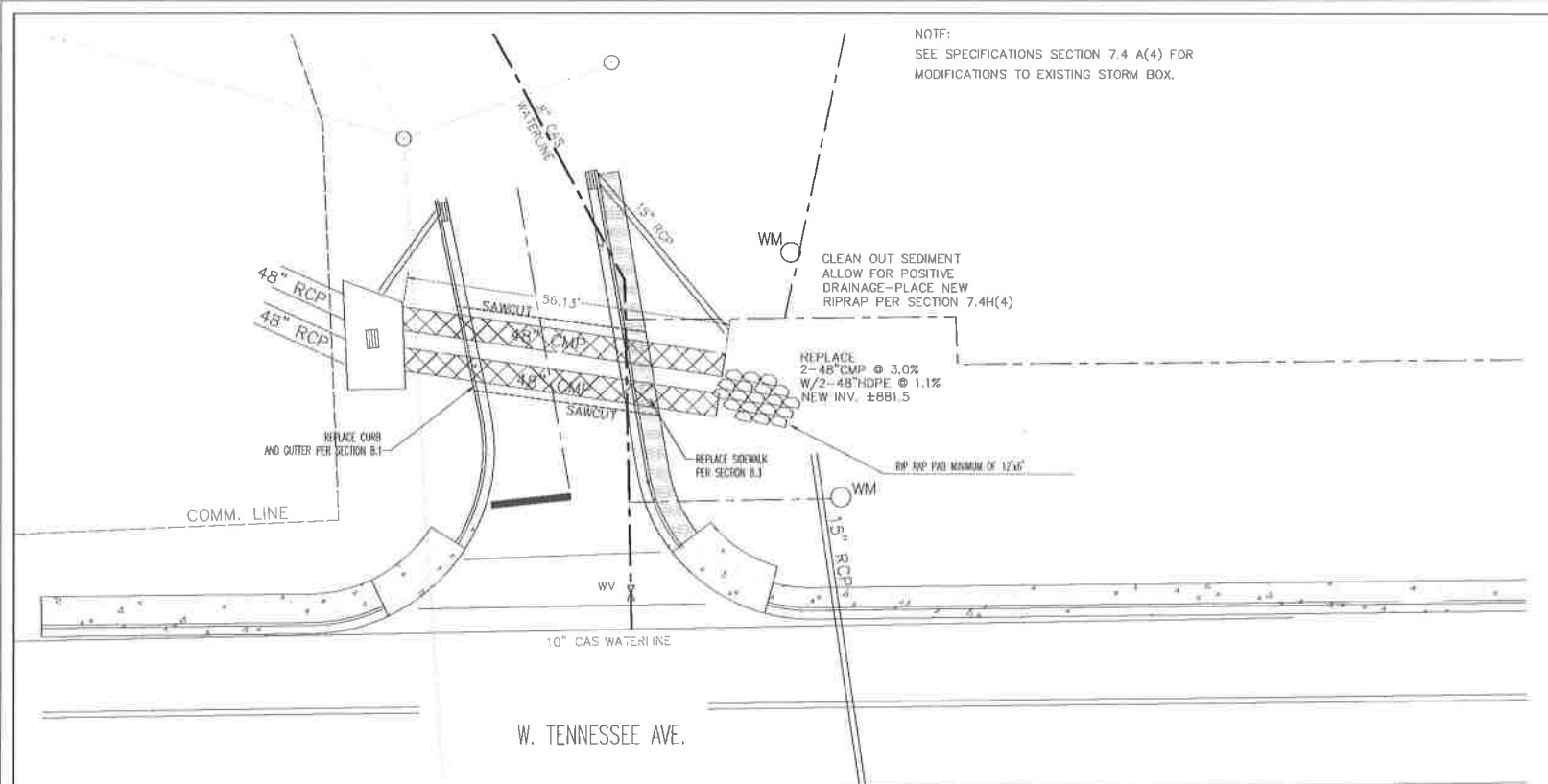
1. Locations of existing utilities, public or private, are approximate only. All utilities are not shown on these plans. It will be the responsibility of the Contractor to locate all existing utilities within the project limits and coordinate excavation required around these utilities with the respective owners. Tennessee One Call 1-800-351-1111.
2. Erosion control measures may be necessary during excavation operations. The City of Oak Ridge shall verify that erosion control and siltation devices are in working condition and placed as indicated by the City Engineer. The City shall install such devices as necessary to accomplish the intent of the City's erosion control and storm water management ordinance.
3. Stone backfill shall be required under pavement or within three feet of curb per Detail 1/Sheet 4.
4. All horizontal and vertical bend fittings shall be properly restrained. Install concrete reaction blocks per COR/SCRD Details 6.07 and 6.07A or Mega lug as directed by Engineer.

**TN AVENUE WATER LINE IMPROVEMENT PROJECT
PIPING SCHEMATIC SHEET**

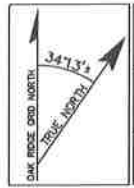
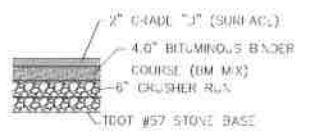
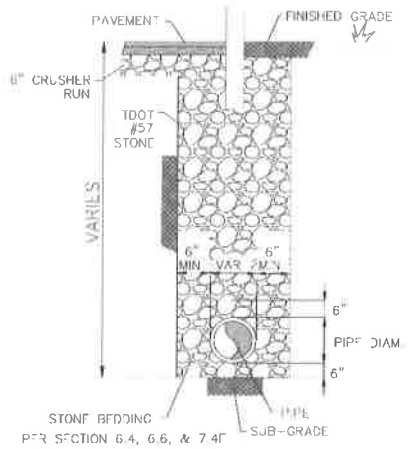
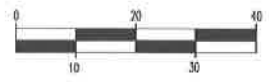
PUBLIC WORKS DEPARTMENT
OAK RIDGE, TENNESSEE

DR. BY: BM	CHK' BY: BM	DATE: 03/05/24	SCALE: NTS	SHEET NO.: 4	DIRECTOR: PATRICK BERGE
---------------	----------------	-------------------	---------------	-----------------	----------------------------





NOTE:
SEE SPECIFICATIONS SECTION 7.4 A(4) FOR MODIFICATIONS TO EXISTING STORM BOX.



MICHIGAN STORM DRAIN PIPE REPLACEMENT PLAN & DETAIL SHEET					
PUBLIC WORKS DEPARTMENT					
OAK RIDGE, TENNESSEE					
DR. BY: BM	CHK' BY: BM	DATE: 03/05/24	SCALE: NTS	SHEET NO.: 5	DIRECTOR: PATRICK BERGE

1 TYP. TRENCHING
NOT TO SCALE



2 PAVEMENT REPAIR SECTION
NOT TO SCALE



CITY OF OAK RIDGE, TENNESSEE
Abstract of Bids

FY2024-123

OPENING DATE: April 16, 2024 3:00 P.M.

FOR --- West Tennessee Avenue Waterline Improvement & Storm Drain Pipe Replacement Project			BIDDER: Brabston Trucking Inc. 1455 Harris Road Knoxville, TN 37924		BIDDER:		BIDDER:		BIDDER:		
DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
FURNISH ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT NECESSARY TO PERFORM ALL WORK AND SERVICES REQUIRED FOR WEST TENNESSEE AVENUE WATERLINE IMPROVEMENT & STORM DRAIN PIPE REPLACEMENT PROJECT PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT				\$ 522,245.00							
Contingency - to be used only if required.				\$ 35,000.00							
TOTAL PRICE				\$ 557,245.00							
TERMS				Net 30							
DELIVERY				per Contract							
F.O.B.				Oak Ridge							
VIA				Best Way							
Advertised on the City's Website for 14 days OTHER BIDDERS CONTACTED: M & M Pipe Services, LLC - Clinton, TN Knoxville Excavating, LLC - Knoxville, TN Southern Constructors, Inc. - Knoxville, TN Hurst Excavating, LLC - Knoxville, TN Morgan Contracting - Knoxville, TN Horizon Underground, LLC - Bean Station, TN 37708					Adam & Sons, Inc. - Sevierville, TN Portland Utilities Construction Company - Portland, TN Merkel Bros. Construction, Inc. - Greeneville, TN Adams & Sons, Inc. - Knoxville, TN Rogers Group, Inc. - Knoxville, TN					BIDS OPENED AND RECORDED BY---  Lyn Majeski Purchasing Manager	
REASON FOR AWARD: ONLY BID RECEIVED <input checked="" type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>					RECOMMEND AWARD BE MADE TO: Brabston Trucking Inc. 1455 Harris Road Knoxville, TN 37924					BIDS REVIEWED BY---  Dallas Dyce Accounting Manager	

RESOLUTION

A RESOLUTION AWARDDING A CONTRACT TO BRABSTON TRUCKING, INC., KNOXVILLE, TENNESSEE, FOR THE WEST TENNESSEE AVENUE WATERLINE IMPROVEMENT AND MICHIGAN AVENUE STORM DRAIN PIPE REPLACEMENT PROJECTS IN AN AMOUNT NOT TO EXCEED \$522,245.00.

WHEREAS, the Public Works Department has two adjacent/nearby projects to complete – a waterline improvement project on West Tennessee Avenue and a storm drain pipe replacement project on Michigan Avenue; and

WHEREAS, the City issued an invitation to bid for the furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for these projects as one bid since they are similar work within the same area; and

WHEREAS, bids were received and publicly opened on April 16, 2024, with Brabston Trucking, Inc., Knoxville, Tennessee, submitting the sole bid, which bid the City Manager recommends be accepted; and

WHEREAS, the City has previously contracted with this company and the work was satisfactory.

NOW, THEREFORE, BE 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 Brabston Trucking, Inc., 1455 Harris Road, Knoxville, Tennessee 37924, for furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for a waterline improvement project on West Tennessee Avenue and a storm drain pipe replacement project on Michigan Avenue; said award in strict accordance with contract FY2024-123, the required specifications, and the bid as publicly opened on April 16, 2024, and in an amount not to exceed \$522,254.00.

BE IT FURTHER RESOLVED that up to \$35,000.00 in additional funds is authorized as contingency funds to be used by the City Manager to execute contract amendments as may be necessary for unforeseen matters arising under these projects.

BE IT FURTHER RESOLVED that American Rescue Plan Act (ARPA) funds are available for use for part of this project, with remainder funded by the street resurfacing budget.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Patrick Berge , Public Works Director
SUBJECT: Purchase of Water Plant Generator

Introduction

An item for Council's consideration is a resolution authorizing the purchase of a new diesel generator for the water plant from Nixon Power Services Company, Brentwood, TN, in an amount not to exceed \$991,635.

Funding

Funding is available from the American Rescue Plan Act (ARPA) funds.

Background

The current generator at the water intake site is designed for 2,400 volts and is outdated and difficult to service. Currently the only available service company has to come from Atlanta. This increases the cost of regular maintenance as well as placing the City at risk in the event of a loss requiring immediate repair. The new generator will utilize current technology feeding into the plant site and can be serviced by City employees and local Nixon representatives.

A request for bids was placed for this generator and Nixon Power Services placed the only bid. This bid was in an amount of \$991,635 and was reviewed by City staff and determined to be reasonable. The funding for this project is available from ARPA and has been discussed with the City Manager's office to determine conformance with the City's plans and that it meets the requirements of the act.

Recommendation

Staff recommends approval of the resolution as attached.

Attachments:

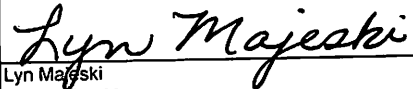
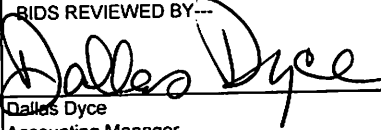
[RFQ 180772 Abstract Diesel Engine Generator Set.pdf](#)

[Resolution - Generator for Water Plant.docx](#)

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

RFQ 180772

OPENING DATE: April 16, 2024 1:30 P.M.

FOR --- Diesel Engine Generator Set			BIDDER: Nixon Power Services Company 155 Franklin Road, Suite 255 Brentwood, TN 37027		BIDDER:		BIDDER:		BIDDER:		
DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
DIESEL ENGINE GENERATOR SET PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT				\$ 991,635.00							
TOTAL PRICE				\$ 991,635.00							
TERMS				Net 30							
DELIVERY				25-Aug-25							
F.O.B.				Oak Ridge							
VIA				Best Way							
Advertised on the City's Website for 19 days OTHER BIDDERS CONTACTED: Lloyd's Electric Service, Inc. - Knoxville, TN East Tennessee Technical Services - Knoxville, TN							BIDS OPENED AND RECORDED BY---  Lyn Majeski Purchasing Manager				
REASON FOR AWARD: ONLY BID RECEIVED <input checked="" type="checkbox"/> LOW PRICE <input type="checkbox"/> BETTER OR REQUIRED DESIGN <input type="checkbox"/> EARLY DELIVERY <input type="checkbox"/> LOWEST TOTAL COST <input type="checkbox"/>				RECOMMEND AWARD BE MADE TO: Nixon Power Services Company 155 Franklin Road, Suite 255 Brentwood, TN 37027			BIDS REVIEWED BY---  Dallas Dyce Accounting Manager				

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF A GENERATOR FROM NIXON POWER SERVICES COMPANY, BRENTWOOD, TENNESSEE, FOR USE AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$991,635.00.

WHEREAS, the Public Works Department has a need for a new diesel generator for use at the Water Treatment Plant; and

WHEREAS, the current generator at the water intake site is outdated and difficult to service; and

WHEREAS, the City issued an invitation to bid for the purchase of a new diesel generator; and

WHEREAS, bids were received and publicly opened on April 16, 2024, with Nixon Power Services Company, Brentwood, Tennessee, submitting the sole bid, which bid the City Manager recommends be accepted; and

WHEREAS, the Public Works Department evaluated this bid and determined it to be reasonable.

NOW, THEREFORE, BE 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 Nixon Power Services Company, 155 Franklin Road, Suite 255, Brentwood, Tennessee 37027, for the purchase of generator for use at the Water Treatment Plant; said award in strict accordance with Requisition 180772, the required specifications, and the bid as publicly opened on April 16, 2024, and in an amount not to exceed \$991,635.00.

BE IT FURTHER RESOLVED that American Rescue Plan Act (ARPA) funds are available for use for this purchase.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024

TO: Randy Hemann, City Manager

FROM: Patrick Berge , Public Works Director

SUBJECT: Amendment to Resolution 12-108-2020 for Engineering Services for the Rehabilitation of the Three Million Gallon Water Reservoir

Introduction

An item for Council's consideration is an amendment to Resolution 12-108-2020 with CTI Engineers, Inc., Knoxville, TN, for engineering services associated with rehabilitation of the three-million-gallon water reservoir to increase the contract from \$119,800 to \$156,400, an increase of \$36,600.

Funding

Staff recommends approval of the amended resolution as attached.

Background

The rehabilitation of the three-million-gallon water reservoir at the current water treatment plant site began in August 2023. To minimize adverse effects on the water system the reservoir was not taken offline until the work began. Once the reservoir was drained it was determined that the rehabilitation would be more extensive than initially anticipated. This includes significant concrete spalling and repairs needed along the roofline of the reservoir. This has significantly increased the time line for completion and led to cost overruns for construction administration and quality assurance.

CTI Engineers has provided oversight throughout this project and on several other water system tank and reservoir rehabilitations. The oversight provided by CTI has been beneficial to the City and reduced overall costs on several projects. After consultation with City staff and CTI representatives it has been determined that the best option for this project is to increase the compensation amount for CTI to allow them to remain on the project until completion. The increase includes an additional \$12,400 in construction administration services and an additional \$24,200 in quality assurance/construction observation. All work should be completed by June 2024.

Recommendation

Staff recommends approval of the resolution as attached.

Attachments:

[Resolution 12-108-2020 - CTI Engineers - 3MG Reservoir.pdf](#)

[Berge Letter FY2021-075 Amendment.pdf](#)

[Resolution - Amend Resolution12-108-2020 - CTI Engineers - Rehab 3MG Water Reservoir.docx](#)

RESOLUTION

A RESOLUTION AUTHORIZING A CONTRACT WITH CTI ENGINEERS, INC., KNOXVILLE, TENNESSEE, FOR ENGINEERING SERVICES IN CONNECTION WITH THE REHABILITATION OF THE THREE (3) MILLION GALLON WATER RESERVOIR AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$119,800.00.

WHEREAS, the City is the owner and operator a three million gallon (3MG) water reservoir at the Water Treatment Plant; and

WHEREAS, the water reservoir has been in use since the 1940s and is one of two primary storage reservoirs for treated water provided to the City and the Y-12 Complex; and

WHEREAS, when considering options for treated water storage associated with the new water plant, which is currently under review by TDEC, it was determined that any new reservoir must match the current reservoir elevation; and

WHEREAS, after considering alternative sites, it was determined that rehabilitating the 3MG water reservoir at the current Water Treatment Plant site would be the most cost effective and would guarantee the distribution system continues to operate as expected; and

WHEREAS, CTI Engineers, Inc., Knoxville, Tennessee, has provided the City with design, bidding, and quality assurance services for multiple tank rehabilitations throughout the City and is selected for this project due to their prior experience with the City's water storage tanks and their utility experience; and

WHEREAS, the City Manager recommends approval of a contract with CTI Engineers, Inc., for these services.

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

That the recommendation of the City Manager is approved and a contract with CTI Engineers, Inc., Knoxville, Tennessee, is hereby approved for engineering services in connection with rehabilitation of the City's three million gallon (3MG) water reservoir at the Water Treatment Plant in an amount not to exceed \$119,800.00.

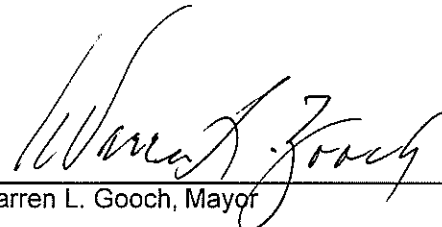
BE IT FURTHER RESOLVED that the Mayor and/or City Manager are hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 14th day of December 2020.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Mary Beth Hickman, City Clerk



112 Durwood Road
 Suite A
 Knoxville, TN 37922
 865-246-2750
 www.ctiengr.com

April 15, 2024

Mr. Patrick Berge
 Utility Manager, Public Works Department
 City of Oak Ridge
 P.O. Box 1
 Oak Ridge, TN 37821-0001

Re: Proposal to for Continued Professional Services
 FY2021-075 Design Services, Bidding and Construction Administration Services, and
 Quality Assurance/Construction Observation – Repair, Rehabilitation, and Modification
 of 3MG Concrete Reservoir at Water Treatment Plant

Dear Patrick:

As you are aware, Crom is taking much longer to complete the project (FY2024-001 Repair, Rehabilitation, and Modification - 3MG Reservoir...). Crom's original contract completion date of December 27, 2023, was extended to January 29, 2024 (extension of 33 days due to weather and increased number of unit work items). Crom estimates the work will be completed near the end of May 2024. Our original scope of services included 3 months of Construction Phase Services. Due to Crom's delays, we have reduced our QA/Construction Observation to part-time to reduce costs to Oak Ridge but not to the extent to reduce observation for quality assurance purposes. We propose to perform these continued services for the following additional fees:

<u>Service</u>	<u>Fee Basis</u>	<u>Original Fees</u>	<u>Additional Fees</u>	<u>Amended Fees</u>
Design Services	Lump Sum	\$ 37,800		\$ 37,800
Bidding and Construction Administration Services	Cost Plus	29,400	12,400	41,800
Quality Assurance/Construction Observation	Cost Plus	<u>52,600</u>	24,200	<u>76,800</u>
Total (Not-to-Exceed)		\$ 119,800		\$ 156,400

If this proposal is acceptable to you, please prepare an amendment for execution. If you have any questions or desire any changes in the proposed amendment, please do not hesitate to contact us.

Sincerely,

David Jones, P.E.
 Vice President

John L. King, P.E., PCS
 Senior Project Manager

RESOLUTION

A RESOLUTION AMENDING RESOLUTION 12-108-2020 TO INCREASE THE AUTHORIZED COMPENSATION AMOUNT FOR THE PROFESSIONAL SERVICES AGREEMENT (FY2021-075) WITH CTI ENGINEERS, INC., KNOXVILLE, TENNESSEE, FOR ENGINEERING SERVICES ASSOCIATED WITH THE REHABILITATION OF THE 3MG CONCRETE RESERVOIR AT THE WATER TREATMENT PLANT FROM A NOT-TO-EXCEED AMOUNT OF \$119,800.00 TO A NOT-TO-EXCEED AMOUNT OF \$156,400.00.

WHEREAS, by Resolution 12-108-2020, City Council authorized a contract with CTI Engineers, Inc., Knoxville, Tennessee, for engineering services in connection with the rehabilitation of the three million gallon (3MG) water reservoir at the Water Treatment Plant in an amount not to exceed \$119,800.00; and

WHEREAS, the rehabilitation of the 3MG water reservoir at the current Water Treatment Plant site began in August 2023 and once the reservoir was drained it was determined the rehabilitation work would be more extensive than initially anticipated including significant concrete spalling and repairs needed along the roofline; and

WHEREAS, the unanticipated work has resulted in a significant timeline increase for completion and has led to cost overruns for construction administration and quality assurance; and

WHEREAS, CTI Engineers, Inc., has requested a compensation increase of \$36,600.00 to account for the additional work, with work expected to be completed by June 2024; and

WHEREAS, the City Manager recommends amending Resolution 12-108-2020 to increase the compensation from \$119,800.00 to \$156,400.00.

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

That the recommendation of the City Manager is approved and Resolution 12-108-2020 is hereby amended to increase the compensation amount to CTI Engineers, Inc., from a not-to-exceed amount of \$119,800.00 to a not-to-exceed amount of \$156,400.00 to account for the additional services needed for rehabilitation of the 3MG water reservoir at the Water Treatment Plant.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Patrick Berge , Public Works Director
SUBJECT: Installation of ADA Ramp at Municipal Building

Introduction

An item for Council's consideration is a resolution authorizing the City to enter into a contract with FM Sylvan, Inc. to install an Americans with Disabilities Act (ADA) compliant ramp at the municipal building in an amount not to exceed \$150,230.

Funding

Funding is available from the General Fund and has been designated for ADA improvements.

Background

The City Municipal Building was constructed in the 1950's with periodic updates afterwards. The access to the courtroom is via two staircases in front of the building. ADA access is either through the Utility Business Office or an employee entrance on the backside of the building. Both of these access points are inconvenient and require escort as they pass through secure areas of the building. A new ramp was proposed by the Disability Advisory Board and has been taken forward for design and construction.

Bids were solicited in April and opened on May 3, 2024. The lowest responsive bidder is FM Sylvan, Inc. at a cost not to exceed \$150,230. This includes a bid price of \$125,230 and a contingency of \$25,000.

Recommendation

Staff recommends approval of the resolution as attached.

Attachments:

[20250331_Bidder_ FMSylvan, Inc. Address; 2719 Byington Solway Rd.pdf](#)

[Resolution - Contract for ADA Ramp for Municipal Building.docx](#)

Sealed Bid for FY2024-151: Municipal Building Exterior
ADA Ramp and Stairs Construction Project

Bidder: F M Sylvan, Inc.

Address: 2719 Byington Solway Rd.

Knoxville, TN 37931

TN Contractors License #48694

Registered: 10/7/2002

Classification: BC-B, BC-C, CE, CMC, MU-A

Expires: 3/31/2025

FY2024-151 BID FORM

Project: Municipal Building Exterior ADA Ramp and Stairs Construction Project

In compliance with the Invitation for Bids, dated April 16, 2024, the undersigned Bidder:

F M Sylvan, Inc.

* a corporation organized and existing under the laws of the State of: Tennessee

* a partnership consisting of: N/A

*an individual trading as: N/A

(*fill in as appropriate)

of the City of Knoxville, in the State of Tennessee, agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award; the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Total Bid Price (lump sum)

Municipal Building Exterior ADA Ramp and Stairs Construction Project \$125,230

One Hundred Twenty Five Thousand, Two Hundred Thirty Dollars and zero Cents

Bidder acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date: <u>4/29/24</u>	Addendum No. _____	Date: _____
Addendum No. <u>2</u>	Date: <u>5/1/24</u>	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: *Vic Stallings*
Signature

Telephone #: 865-685-0862

Name: Vic Stallings

Fax # N/A

Title: Estimator

Email: VStallings@Sylvan-inc.com

Business Name: F M Sylvan, Inc.

Date: 5/3/24

Mailing Address: 2719 Byington Solway Rd
Knoxville, TN 37931

Physical Address: 2719 Byington Solway Rd
Knoxville, TN 37931

Tax ID Number: 22-3841378

TN Contractor's License Number: 48694
(if applicable)

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the total bid price, the Drug Free Workplace Affidavit, at least three (3) references, and the Compliance with Iran Divestment Act form.

BID BOND

FY2024-151

KNOW ALL MEN BY THESE PRESENTS,

That we, F M SYLVAN, INC., 317 WILHAGAN ROAD, NASHVILLE, TN 37217,

(hereinafter called the "Principal"), as Principal, and the EVEREST REINSURANCE COMPANY, of

100 EVEREST WAY, WARREN CORPORATE CENTER, WARREN, NJ 07059 a

corporation duly organized under the laws of the State of DELAWARE

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

CITY OF OAK RIDGE MUNICIPAL BUILDING EXTERIOR ADA RAMP AND STAIRS CONSTRUCTION PROJECT, 200 SOUTH TULANE AVENUE, OAK RIDGE, TN FY2024-151

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29TH day of APRIL A.D. 2024.

IN THE PRESENCE OF:

F M SYLVAN, INC.

Craig Swell (Seal)
Principal

Vice President
Title

EVEREST REINSURANCE COMPANY

Kathleen M. Cristiano (Seal)
Surety

Madeleine Richens
Witness

Robert [Signature]
Witness

KATHLEEN M. CRISTIANO, ATTORNEY-IN-FACT

Title

CORPORATE ACKNOWLEDGMENT

Form 152

State of
County of

On this 1st day of May 2024 before me personally came Craig Savell, to me known, who, being by me duly sworn, did depose and say that he/she resides in Knoxville, Tennessee that he/she is the Vice President of the F M Sylvan, Inc.

the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

(SEAL)

Madeline Richens



CORPORATE ACKNOWLEDGMENT

State of **NEW JERSEY**
County of **MONMOUTH**

On this 20th day of April, 2024 before me personally came KATHLEEN M. CRISTIANO, to me known, who, being by me duly sworn, did depose and say that he/she resides in WESTFIELD, NEW JERSEY that he/she is the ATTORNEY-IN-FACT of the Everest Reinsurance Company the corporation described in and which executed the above instrument; that he/she knows that seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



(SEAL)


Adrienne Scalera

ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 02/03/2026

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31,	
	2023	2022
	Unaudited	Audited
ASSETS		
Bonds	\$ 15,480,681,617	\$ 13,425,435,159
Stocks	977,899,975	887,282,126
Short-term investments	304,102,787	148,664,819
Other invested assets	2,104,105,489	2,299,249,359
Cash and cash equivalents	963,116,519	530,084,045
Accounts receivable-premium balances	3,149,313,000	2,549,040,224
Reinsurance recoverable	1,109,380,891	821,045,215
Other assets	2,187,268,116	1,689,988,250
Total Assets	<u>\$ 26,275,868,394</u>	<u>\$ 22,350,789,197</u>
LIABILITIES		
Loss and loss adjustment expense reserve	\$ 12,654,219,077	\$ 11,330,580,413
Unearned premium reserve	3,406,155,545	2,723,033,746
Ceded reinsurance premium payable (net of ceding commission)	703,075,577	559,742,437
Reserve for commissions, taxes and other liabilities	2,549,054,546	2,184,544,900
Total Liabilities	<u>\$ 19,312,504,745</u>	<u>\$ 16,797,901,496</u>
SURPLUS AND OTHER FUNDS		
Common capital stock	\$ 10,000,000	\$ 10,000,000
Contributed Surplus	4,100,821,734	3,600,610,905
Unassigned surplus	2,852,541,914	1,942,276,796
Total capital and surplus	<u>\$ 6,963,363,649</u>	<u>\$ 5,552,887,701</u>
Total Liabilities and Surplus	<u>\$ 26,275,868,394</u>	<u>\$ 22,350,789,197</u>

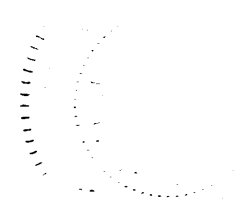
Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners



Signed by Margaret Horn, Vice President

3/21/2024

Date





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Kathleen M. Cristiano, Adrienne Scalera, Joseph Dobkowski Jr., John Dougherty Hunter

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

[Handwritten signature of Anthony Romano]

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

[Handwritten signature of Linda Robins]

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 29TH day of APRIL, 2024.



[Handwritten signature of Nicole Chase]

By: Nicole Chase, Assistant Secretary

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF TN)
)
COUNTY OF Knox)

The undersigned principal officer of F M Sylvan, Inc., an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of F M Sylvan, Inc. (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services, or who is awarded a contract to provide construction services, or who provides construction services to the state or local government, to submit an Affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

Craig Savell
Principal Officer

State of TN)
) ss.
County of Knox)

Before me personally appeared Craig Savell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing Affidavit for the purposes therein contained.

Witness my hand and official seal this 2nd day of may, 2024.

Madeleine Richens
Notary Public

My Commission Expires: 05/26/2027



COMPLIANCE WITH IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Bidder: F M Sylvan Inc.

By: *Vic Stallings*
(Signature)

Vic Stallings
(Name – Printed)

Title: Estimator

Date: 5/2/24

5/3/2024

City of Oak Ridge
ATTN: Lyn Majeski

Subject: Municipal Buildings ADA Ramp and Stairs Construction Project– FM Sylvan, Inc. Proposal Letter

SCOPE

We are pleased to provide you with this Proposal for the Municipal Buildings ADA Ramp and Stairs Construction project.

Pricing is based on the following documents:

- Bid Documents Provided by Falconnier Design Company dated 12/08/23
- Addendum 1 & 2

Base Bid:

- Demo of existing stairs, handrails, planter and sidewalk as shown.
- Provide and install new stair and handrails.
- Provide and install new sidewalk ramp and handrails as shown.
- Provide and install new signage as shown.
- Stripe new handicapped parking spaces.
- Extension of condensate and new drain as shown.

Qualifications:

- Due to the current volatility in the material market this quote is valid for (30) days.
- We have veteran owned small business participation in this quote.

Exclusions:

- All fencing and traffic controls
- Silt fencing and stormwater runoff.
- Temporary power.
- BIM, we will provide redline drawings
- Delays or delays caused by others.
- Onsite safety. Our safety personnel will make periodic visits to the site to ensure job site safety, but we have not included cost for a full-time position on this project.
- Waste containers.
- Portable toilets.
- Bond (see below if required).



Knoxville Tennessee

2719 Byington Solway Rd.
Knoxville, TN 37931

Municipal Buildings ADA Ramp and Stairs Construction:.....\$125,230
Add for bond:.....\$1,378

Voluntary Alternates: to eliminate the stair treads please deduct \$5,600 from this quotation

We appreciate the opportunity to submit this Proposal Letter for consideration. If you should have any questions, please do not hesitate to reach out to myself or a member of the Sylvan team.

Vic Stallings
Estimator
Sylvan, Inc.

Michigan

815 Auburn Avenue
Pontiac, MI 48342

Contact: Eric Foster
efoster@sylvan-inc.com

New Jersey

1001 State Street
Perth Amboy, NJ 08861

Contact: Matt Panconi
mpanconi@sylvan-inc.com

Nashville Tennessee

317 Wilhagan Road
Nashville, TN 37217

Contact: Jimmy Cole
jcole@sylvan-inc.com

Sylvan Canada Ltd

3260 Odessa Dr.
Tecumseh, Ontario N8N 0H8

Contact: Sean Maine
smaine@sylvan-inc.com



Knoxville Office

2719 Byington Solway Road
Knoxville, TN 37931

865-685-0862

References

1. Local 102 Pipefitters and Steamfitters Training Facility
Scope: complete building remodel including new stem wall and slab for new PEMB, new sidewalks and striping included
Contact: Joseph Booher 865-556-1467
2. University of TN Steam Line replacement
Scope: install new underground steam line, new paving and sidewalks to repair the damaged areas
Contact: Stephen Long 615-513-8138
3. ORNL- Multiple Projects
Scope: F M Sylvan has poured multiple slabs and side walks for over 25 projects at Oak Ridge National Labs
Contact: Landon Hunley 865-341-2446

Corporate Headquarters

815 Auburn Avenue
Pontiac, MI
48342

248-836-2200

New Jersey Office

1001 State St.,
Perth Amboy, NJ
08861

732-826-7474

Nashville Office

317 Wilhagan Rd.
Nashville, TN
37217

615-360-0004

Dearborn Office

3800 Maple St.
Dearborn, MI
48126

313-581-1400

Canadian Office

3260 Odessa Dr.
Tecumseh, ON
N8N 0H8

519-948-8825



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



FM SYLVAN, INC.

403427

ID NUMBER: 48694
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:TAMMIE PROCTOR
FM SYLVAN, INC.
317 WILHAGAN ROAD
NASHVILLE, TN 37217

State of Tennessee

403427

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
FM SYLVAN, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 48694
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2025
UNLIMITED; BC-B; BC-C; CE; CMC; MU-A



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

RESOLUTION

A RESOLUTION AWARDING A CONTRACT TO F M SYLVAN INC., KNOXVILLE, TENNESSEE, FOR THE MUNICIPAL BUILDING EXTERIOR ADA-ACCESSIBLE RAMP AND STAIRS CONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$125,230.00.

WHEREAS, the City desires to increase accessibility to the Municipal Building by constructing an Americans with Disabilities Act compliant ramp to the front of the building at the main public entrance; and

WHEREAS, the City issued an invitation to bid for the furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for this project; and

WHEREAS, bids were received and publicly opened on May 3, 2024, with FM Sylvan, Inc., Knoxville, Tennessee, submitting the lowest and best bid, which bid the City Manager recommends be accepted.

NOW, THEREFORE, BE 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 F M Sylvan, Inc., 2719 Byington Solway Road, Knoxville, Tennessee 37931, for furnishing of all labor, materials, tools, and equipment necessary to perform all work and services required for the Municipal Building Accessible Ramp project; said award in strict accordance with contract FY2024-151 the required specifications, and the bid as publicly opened on May 3, 2024, and in an amount not to exceed \$125,230.00.

BE IT FURTHER RESOLVED that up to \$25,000.00 in additional funds is authorized as contingency funds to be used by the City Manager to execute contract amendments as may be necessary for unforeseen matters arising under this project.

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

This the 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

OAK RIDGE CITY COUNCIL MEMORANDUM

DATE: May 13, 2024
TO: Randy Hemann, City Manager
FROM: Patrick Berge , Public Works Director
SUBJECT: American Recovery Plan Act Allocation Plan

Introduction

An item for Council's consideration is a resolution approving the updated allocation plan for American Recovery Plan Act (ARPA) funds received by the City of Oak Ridge.

Funding

Funding for the proposed projects is eligible through the American Rescue Plan Act (ARPA) funds. Direct Federal funding includes \$6,000,796 to the City of Oak Ridge. The State of Tennessee allocated of State ARPA funds \$2,525,566.09 through a noncompetitive grant through the State Water Infrastructure Grant (SWIG) program. Roane County transferred \$125,755.00 of their Federal ARPA funds and \$406,774.00 of their SWIG funds to the City for water projects in Roane County limits of the City. Anderson County transferred \$257,244.00 of their SWIG funds for water projects in Anderson County limits of the City. Remaining project costs will come from the Water Works Fund. Any projects will come to Council for final approval.

Background

Council previously approved the allocation of ARPA funds for water projects in Resolutions 9-102-2021 and 5-46-2022. Staff have moved forward with the approved projects with several adjustments to projects to ensure that funds are allocated in the allotted time frame and fully utilized.

Initial authorized projects included water main replacements along Outer Drive and East Drive, replacement of water service lines, upgrades to the Oak Hills lift station, replacement of fire hydrants, replacement of water valves, and repairs to a sewer line along Claremont Road. The second phase authorized additional projects including extending the work on the Outer Drive water main, the replacement of the sewer main behind the Clinch River Industrial Park (CRIP), upgrades to lift stations in Roane County, replacement of the water main by the Federal Building, replacement of the water main along Palisades, replacement of the water main feeding the Orchard Park Reservoir, and several smaller water main replacement projects.

The replacement of the water main along Outer Drive from Illinois Avenue to the Louisiana

Avenue Reservoir is nearing completion of the second phase. The third and final phase will bid in late spring. The total anticipated cost of this project is \$3,175,000. Upgrades to the Oak Hills Lift Station are complete at a final cost of \$478,813. Additional funds were expended on employee bonuses, \$343,993.32; Explore Oak Ridge, \$40,000; purchase of servers after the 2023 cyber attack, \$171,270.81; and on fire hydrant replacements, \$69,385.43.

The East Drive water main has been designed and will be bid in late spring 2024. This project is estimated to cost \$450,000.

The CRIP and Claremont sewer projects have been designed and are scheduled to be bid in early summer 2024. The estimated cost for these projects is \$342,000.

Phase II of the Tennessee Avenue water main project was included as an alternative project in the ARPA Phase II plan. A portion of this project will move forward including a storm drain replacement and a water main tie-in. This project has been bid at a cost of \$522,245.

Upgrades to lift stations in the Preserve and East Tennessee Technology Park were included in the ARPA Phase II plan. These projects are under way with a mixture of city crews and contractors performing the work. The total cost for this work is estimated to be \$500,000.

The design for the water main around the Federal Building was designed at a cost of \$17,000. The completion of this project has been removed from the ARPA plan due to the City being informed that the building may be sold and the property redeveloped.

Repairs to the storm drainage at Briarcliff Avenue were discussed during Phase II of the ARPA allocation. At the time it was not clear if this project was eligible for funding. This project now falls under allowable spending and has been bid at a cost of \$348,125.

The replacement of the screens and pumps at the Rarity Ridge Wastewater Treatment Plant has been added to the plan. This project is designed and ready for bid. It has been proposed in place of the water treatment plant valve project to utilize ARPA funds. Both projects are still intended to be completed. The total cost for this project is estimated to be \$2,000,000.

A replacement generator for the water treatment plant has been added to the plan. This piece of equipment is crucial to the operation of the water system and will replace outdated and unreliable equipment. This project has been bid at a cost of \$991,635.

A new project has been proposed to add a backup generator at Fire Station 1. This project is estimated to cost \$120,000.

The replacement of water lines has been removed from the ARPA Plan. The City applied for and received a Lead Service Line Inventory grant from the State of Tennessee in the amount of \$250,000 which will begin this work.

The replacement of the water main along Palisades has been removed from the ARPA Plan. This project is still under consideration by the City but the engineering has proven too difficult to accomplish within the timeframe required by the Act.

The water main replacement to Orchard Lane Reservoir has been removed from the ARPA Plan. This project is still under consideration and an appropriation request has been placed for

federal funding for this project. The project itself cannot be accomplished within the timeframe required by the Act.

Recommendation

Staff recommends approval of the resolution as attached.

Attachments:

[Resolution - ARPA Project Priorities.docx](#)

[ARPA Funding and Proposed Projects.pdf](#)

RESOLUTION

A RESOLUTION APPROVING AN UPDATED ALLOCATION PLAN FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDING.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021, delivering direct and flexible aid to America's cities, towns, and villages through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF); and

WHEREAS, the U.S. Treasury Department released final allocations for certain cities and the allocation for Oak Ridge is \$6,000,796.00, to be paid in two-installments; and

WHEREAS, through Resolution 9-102-2021, City Council approved the Phase I Allocation Plan for the first installment of \$3,000,398.00; and

WHEREAS, through Resolution 5-46-2022, City Council approved the Phase II Allocation Plan for the second installment of \$3,000,398.00; and

WHEREAS, the State of Tennessee designated \$2,525,566.09 in noncompetitive funds for the City through the State Water and Infrastructure Grant (SWIG) program; and

WHEREAS, Roane County, Tennessee, has transferred \$125,755.00 of their Federal ARPA funds and \$406,774.00 of their SWIG funds to the City for water projects in the Roane County portion of Oak Ridge; and

WHEREAS, Anderson County, Tennessee, has transferred \$257,244.00 of their SWIG funds to the City for water projects in the Anderson County portion of Oak Ridge; and

WHEREAS, the City desires to update the allocation plan for the use of these funds and the City Manager recommends approval of the attached Proposed ARPA SLFRF and TDEC SWIG Projects.

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

That the recommendation of the City Manager is approved, and City Council hereby approves the attached Proposed ARPA SLFRF and TDEC SWIG Projects, dated April 25, 2024, as the priority projects the City will focus on completing utilizing American Rescue Plan Act (ARPA), State of Tennessee, and Anderson and Roane County funds.

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

This 13th day of May 2024.

APPROVED AS TO FORM AND LEGALITY:

Tammy M. Rackard, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

Proposed ARPA SLFRF and TDEC SWIG Projects

Last updated 4/25/24.

Project	Project Cost	Funding Source			
		ARPA SLFRF (Federal)	ARPA TDEC (Oak Ridge + County Transfers)	ARPA Roane Transfer	Water Works Fund
		\$ 6,000,796.00	\$ 3,189,584.09	\$ 125,755.00	
Employee Bonus	\$ 343,993.32	\$ 343,993.32			
Explore Oak Ridge	\$ 40,000.00	\$ 40,000.00			
Servers - IT	\$ 171,270.81	\$ 171,270.81			
Fire Station 1 - Backup Power	\$ 120,000.00	\$ 120,000.00			
Federal Building - Water Line Replacement	\$ 17,000.00	\$ 17,000.00			
Fire Hydrants Replacement	\$ 69,385.43	\$ 69,385.43			
Briarcliff - Storm Drainage Repair	\$ 348,125.00	\$ 348,125.00			
Rarity Ridge Treatment Plant - New Drum Screen and Pumps	\$ 2,000,000.00	\$ 2,000,000.00			
WTP - New Generator	\$ 991,635.00	\$ 991,635.00			
Tenn Ave Tie-in/Michigan Storm Drain Replacement Completion	\$ 522,245.00	\$ 212,912.53			\$ 309,332.47
Claremont Road & Bear Creek Sewer Line Piers	\$ 342,000.00	\$ 216,245.00		\$ 125,755.00	
W Outer Drive - Water Line Replacement	\$ 3,175,000.00	\$ 1,043,262.06	\$ 2,191,737.94		
East Drive - Water Line Replacement	\$ 450,000.00	\$ 128,461.54	\$ 321,538.46		
Upgrade Oak Hills Lift Station	\$ 474,813.00	\$ 135,726.08	\$ 339,086.92		

Proposed ARPA SLFRF and TDEC SWIG Projects

Last updated 4/25/24.

Lift station upgrades at The Preserve & ETPP	\$ 500,000.00	\$ 162,779.23	\$ 337,220.77			
Total	\$ 9,565,467.56	\$ 6,000,796.00	\$ 3,189,584.09	\$ 125,755.00	\$ 309,332.47	