

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

May 11, 2015—7:00 p.m.

AGENDA

I. INVOCATION

Pastor Shane Nivens, Hope Covenant Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPEARANCE OF CITIZENS

V. PROCLAMATIONS AND PUBLIC RECOGNITIONS

- a. A proclamation designating June 12 and 13, 2015 as *Secret City Festival Time*.
- b. A proclamation designating May 11, 2015 as *Robertsville Middle School Boys' Basketball Varsity Team Day*.
- c. A proclamation designating May 10-16, 2015 as *Police Week* and May 15, 2015 as *Police Memorial Day*.
- d. A presentation of the Tree Line USA Award to the City Council.

VI. SPECIAL REPORTS

NONE

VII. CONSENT AGENDA

- a. Approval of the April 13, 2015 City Council meeting minutes.
- b. Approval of the April 21, 2015 City Council Special Meetings minutes.
- c. Adoption of a resolution approving a contract with Backflow Specialty Company, Inc., P.O. Box 12162, Knoxville, Tennessee 37912 for the furnishing of all labor, tools, materials, equipment and supplies necessary for testing of approximately 1650 backflow preventers in the estimated amount of \$35.00 per unit for an estimated annual amount of \$57,750.00.
- d. Adoption of a resolution approving a contract with the Tennessee Department of Transportation (TDOT) for maintenance of state highways within the corporate city limits whereby the City is reimbursed by TDOT for said services in the amount of \$141,175.35.
- e. Adoption of a resolution granting a permit to Aaron Wells and Vander J. Murray to engage in the retail sale of alcoholic beverages in the City of Oak Ridge at Lizz's Wine & Spirits, 1505 Oak Ridge Turnpike, and waiving the residency requirement for Mr. Murray.
- f. Adoption of a resolution authorizing the Mayor to sign and issue on behalf of the City of Oak Ridge Certificates of Compliance for Aaron Wells and Vander J. Murray to engage in the retail sale of alcoholic beverages at Lizz's Wine & Spirits, 1505 Oak Ridge Turnpike.
- g. Adoption of a resolution to request unclaimed balance of accounts remitted to State

Treasurer under Unclaimed Property Act.

- h. Adoption of a resolution to accept a \$158,452.00 Assistance to Firefighter Grant (AFG) Award from the Federal Emergency Management Agency (FEMA) for Oak Ridge Fire Department safety equipment.

VIII. RESOLUTIONS

- a. A RESOLUTION AWARDED A CONTRACT (FY2016-001) TO KNOX BLOUNT MAINTENANCE, INC., P.O. BOX 52973, KNOXVILLE, TENNESSEE 37950-2973 FOR THE FURNISHING OF JANITORIAL SERVICES FOR CITY FACILITIES IN THE ESTIMATED AMOUNT OF \$214,935.09.
- b. A RESOLUTION TO APPROVE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF OAK RIDGE, TENNESSEE, AND ANDERSON COUNTY, TENNESSEE TO LEASE SPACE AT THE DANIEL ARTHUR REHABILITATION CENTER FOR THE PURPOSE OF OPERATING A SENIOR CENTER.

IX. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

First Reading of Ordinances (No Public Hearing Required)

AN ORDINANCE TO REPEAL ORDINANCE NO. 05-11 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

X. FINAL ADOPTION OF ORDINANCES

- a. 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 PARCELS 036.00 AND 003.00, ANDERSON COUNTY TAX MAP 099L, GROUP A, FROM B-2 GENERAL BUSINESS DISTRICT PUD TO UB-2, UNIFIED GENERAL BUSINESS PUD AND APPROVING THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR SAID PARCELS.
- b. AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, BY AMENDING ARTICLE VII, TITLED "PARKING AND BUSINESS DISTRICTS" SECTION 7.04, TITLED "UB-2, UNIFIED GENERAL BUSINESS DISTRICTS," AS FOLLOWS: BY DELETING SUBSECTIONS (A)(12), (A)(13), (A)(14) AND (A)(17) WITHOUT REPLACEMENT AND BY ADDING A NEW SUBSECTION (A)(19) TO ADD PUBLIC MUSEUMS AS A PERMITTED PRINCIPAL USE; BY AMENDING THE TITLE OF SUBSECTION (C) TO "SPECIAL EXCEPTIONS" FOR CONSISTENCY WITHIN THE ZONING ORDINANCE; BY AMENDING THE INTRODUCTORY LANGUAGE OF SUBSECTION (C) TO INCLUDE THE WORD "ZONING" IN THE PHRASE "BOARD OF APPEALS;" AND BY AMENDING SUBSECTION (C) TO DELETE PUBLIC MUSEUM; CEMETERY; WHOLESALE, STORAGE AND WAREHOUSE FACILITY, FREEZER AND LOCKER; AND TRANSITIONAL ACCESSORY USES AS SPECIAL EXCEPTIONS AND TO ADD MULTIFAMILY DWELLINGS AS PART OF A PLANNED UNIT DEVELOPMENT AS A SPECIAL EXCEPTION.

(Public Hearing Scheduled for the Above Ordinance)

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

Appointment of Councilman Charles J. Hope, Jr. to the Youth Advisory Board Screening Panel.

b. Announcements

Communication received from the State of Tennessee Comptroller of the Treasury Director of the Office of State and Local Finance

c. Scheduling

XII. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

XIII. SUMMARY OF CURRENT EVENTS

a. CITY MANAGER'S REPORT

b. CITY ATTORNEY'S REPORT

XIV. ADJOURNMENT

**PROCLAMATIONS  
AND  
PUBLIC RECOGNITIONS**

**CITY CLERK MEMORANDUM**  
**15-20**

**DATE:** April 27, 2015  
**TO:** Honorable Mayor and Members of City Council  
**FROM:** Diana R. Stanley, City Clerk  
**SUBJECT:** PROCLAMATIONS FOR MAY CITY COUNCIL AGENDA

The following proclamations are presented for the May 11, 2015 City Council meeting for City Council's consideration:

Secret City Festival Time

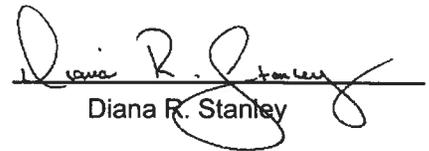
This request was submitted by the Recreation and Parks Department in recognition of the 13<sup>th</sup> Annual Secret City Festival, June 12 and 13, 2015.

Robertsville Middle School Boys' Basketball Varsity Team Day

This proclamation was created at the request of Mayor Gooch in recognition of the hard work and outstanding season(s) of the Robertsville Middle School Boys' Basketball Team.

Police Week and Police Memorial Day

This request was submitted by the Police Chief in recognition of Police Week, May 10 through May 16, 2015; and Police Memorial Day, May 15, 2015.

  
Diana R. Stanley

Attachments:

Secret City Festival Time Proclamation  
Robertsville Middle School Boys' Basketball Varsity Team Day Proclamation  
Police Week and Police Memorial Day Proclamation

# PROCLAMATION

**WHEREAS**, the weekend of June 12 and 13, 2015, has been set aside in Oak Ridge as a time for celebration of Oak Ridge's heritage through the 13<sup>th</sup> Annual Secret City Festival; and

**WHEREAS**, during this two-day event, the public will be invited to participate in a variety of activities intended to provide both entertainment and enhancement of the community's cultural life; and

**WHEREAS**, these activities will be presented by the City of Oak Ridge, the Arts Council of Oak Ridge, and the Oak Ridge Convention and Visitors Bureau with festival sponsorship by the City of Oak Ridge and Consolidated Nuclear Security, LLC (CNS); and

**WHEREAS**, the festival will include arts and crafts shows, a juried art show, musical groups, Oak Ridge Heritage Preservation Association's historical exhibits, community exhibitors, and special children's and youth activities; and

**WHEREAS**, thanks to our sponsors NSPS and Triple Canopy, the WWII reenactment event will return to the festival with the "Battle of Normandy" on Saturday, June 13, at 2 p.m.; and

**WHEREAS**, to commemorate Oak Ridge's heritage, the events this year will encompass numerous activities, including two festival concerts—Friday night, The Marshall Tucker Band presented by LDA Engineering and Merle 96.7 with Steve Rutledge with the Groove Evolution opening; and Saturday, Three Dog Night presented by UCOR, City of Oak Ridge, and Classic Hits 93.1 with Legacy opening; and

**WHEREAS**, Oak Ridge's heritage and contributions are causes for great celebration to be shared with the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE**, that June 12 and 13, 2015, be proclaimed

## SECRET CITY FESTIVAL TIME

in the City of Oak Ridge, Tennessee, and that all citizens celebrate the festival's theme of "*From the 40's to the Future*" showcasing the City's distinct heritage and growth to a dynamic, growing community rich in history and continuing technological advancements, and participate in a fun-filled two-day event.

**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 11th day of May in the year 2015.

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WARREN L. GOOCH  
MAYOR

# PROCLAMATION

**WHEREAS**, the 2014-2015 Robertsville Middle School Boys' Basketball Varsity Team is composed of Ky Hirsch, Isaac Armes, Kai-Reese Pendergrass, Herbert Booker, Javonte Thomas, K-Juan Stacy Wright, Kolton Reedy, Dante Harris, Kevin Reedy, Jeremy Mitchell, Marcus Smith, Jaheim Booker, Tyrell Romano, Deonte Middleton, Isaiah Goskowicz; and

**WHEREAS**, the Robertsville Middle School Boys Basketball Varsity Team is coached by John Spratling; and

**WHEREAS**, Coach Spratling's experience and enthusiasm for the sport helped to develop this winning team; and

**WHEREAS**, this year's team has achieved a number wins, including first place at the Tennessee Middle School Athletic Association's Area 2 Regular Season District Championship; 1<sup>st</sup> Place Gold Division Champions at the Foothills Middle School Tip-Off Classic; and the 2015 East Tennessee Sectional Champions (State Champions) at the Tennessee Middle School Athletic Association's East Tennessee Sectional Tournament; and

**WHEREAS**, the team's overall record for this season was an impressive 24-4; and

**WHEREAS**, over the course of the last three years, the Boys' Basketball Varsity Team has won an impressive 68 games or approximately 86% of their total games; and

**WHEREAS**, the City of Oak Ridge is proud of the accomplishments of this basketball team and commends them for their hard work and dedication to the sport.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE** that May 11, 2015 be proclaimed

## **ROBERTSVILLE MIDDLE SCHOOL BOYS' BASKETBALL VARSITY TEAM DAY**

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to join in the observance of this special day recognizing the Robertsville Middle School Boys' Basketball Varsity Team.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 11<sup>th</sup> day of May in the year 2015.

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**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 Police Week; and

**WHEREAS**, the members of the law enforcement agency of the City of Oak Ridge play 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 problems, 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.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE** that the week of May 10 - 16, 2015 be proclaimed

## POLICE WEEK

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

**BE IT FURTHER RESOLVED** that Friday, May 15, 2015 be proclaimed

## POLICE MEMORIAL DAY

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

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 11<sup>th</sup> day of May in the year 2015.

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**WARREN L. GOOCH**  
MAYOR

## ELECTRIC MEMORANDUM

15-11

**DATE:** April 22, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Jack L. Suggs, Electric Director  
**SUBJECT:** PRESENTATION OF TREE LINE USA AWARD TO COUNCIL

### Introduction

An item for City Council's consideration is the presentation of an award received from the Arbor Day Foundation for the Tree Line USA program.

### Review

In March of 2015 the City was notified that it had received recognition by the Arbor Day Foundation for its right of way practices. The award itself is now available and will be presented to the Mayor and City Council.

The Tree Line USA® award is presented by the Arbor Day Foundation which collaborates with the National Association of State Foresters on this initiative. In receiving the award, the City and its Electric Department are being recognized for their efforts to operate the utility cooperatively with our urban forest.

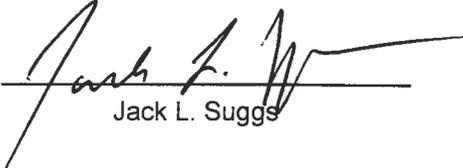
The award was presented after the Department was able to demonstrate that recommended practices for pruning, planting, removal, trenching and tunneling near trees are consistently followed. Tree planting through our tree replacement efforts, a documented public education effort and participation in Arbor Day celebrations are also required for recognition. Additionally, both utility employees and our contract crews must be shown to be trained annually in best tree management practices.

Following the practices recommended by the Arbor Day Foundation reaps benefits to the City in the form of healthier and more abundant community forests, reduced tree mortality resulting from proper pruning and trenching/ tunneling practices, and increased utility reliability of service because properly pruned and maintained trees result in fewer downed lines during storms.

Customers also benefit from reduced energy costs through strategically planted trees for energy conservation and a broader urban forest canopy and reduced heat island effect.

The Electric Department is proud to present this award to the Council. Attending will be supervisors in our right of way management area and Margaret Elgin who will be standing in for the Electric Director, who is out of town.

The Department also wishes to acknowledge the contribution of Tom Simpson, Division of Forestry, Department of Agriculture of the State of Tennessee and Ms. Athanasia Lewis. Although the City has followed the requirements of this program for many years, it was through the efforts of Mr. Simpson and Ms. Lewis that the efforts were formally recognized.

  
Jack L. Suggs

# CONSENT AGENDA

**MINUTES OF THE  
OAK RIDGE CITY COUNCIL**

April 13, 2015

The regular meeting of the City Council of the City of Oak Ridge convened at 7:00 p.m. on April 13, 2015, in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

**INVOCATION**

The Invocation was delivered by Reverend Steve Sherman, First Christian Church.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag of the United States of America was led by Councilmember Charles J. Hope, Jr.

**ROLL CALL**

Upon roll call the following councilmembers were present: Councilmember Trina Baughn; Councilmember Kelly Callison; Councilmember Rick Chinn, Jr.; Mayor Warren L. Gooch; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; and Mayor Pro Tem Ellen D. Smith

Also present were Gary M. Cinder, Acting City Manager serving in the absence of Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; Janice E. McGinnis, Finance Director; and Diana R. Stanley, City Clerk.

**Agenda Addition**

Mayor Gooch requested the following addition, as requested by city staff, to the April 13, 2015 City Council agenda as the last resolution under "Resolutions:"

A RESOLUTION TO DESIGNATE THE FOUR LANE TENNESSEE STATE HIGHWAYS (STATE ROUTES 58, 95, AND 61) FROM INTERSTATE 40 TO INTERSTATE 75 AS "TENNESSEE'S INNOVATION CORRIDOR."

No opposition was expressed by members of City Council regarding this addition.

**Agenda Amendments**

In addition to the agenda addition, the Mayor explained that he wanted to move two (2) agenda items related to Main Street Oak Ridge prior to consideration of the Consent Agenda to allow earlier participation from the public and the developers for Main Street Oak Ridge. The agenda was amended to consider the following items prior to the Consent Agenda as no opposition was expressed by members of City Council:

- 1) 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 PARCELS 036.00 AND 003.00, ANDERSON COUNTY TAX MAP 099L, GROUP A, FROM B-2 GENERAL BUSINESS DISTRICT PUD TO UB-2, UNIFIED GENERAL BUSINESS PUD AND APPROVING THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR SAID PARCELS.
- 2) A RESOLUTION AUTHORIZING APPROVAL OF A NEW ACCESS LOCATED ON RUTGERS AVENUE TO MAIN STREET OAK RIDGE AND APPROVING A TURN LANE AND TRAFFIC SIGNAL FOR SAID ACCESS.

Lastly, the Mayor requested to move the Budget and Finance Committee Report to be considered

immediately following consideration of the Oak Ridge Main Street items—ordinance and resolution—given public interest.

No opposition was expressed by members of City Council regarding the aforementioned agenda amendment.

### **APPEARANCE OF CITIZENS**

Mr. Martin McBride, 954 West Outer Drive, commented about a decline in residency in Oak Ridge of Department of Energy (DOE) employees and requested that DOE officials speak to city officials regarding residency.

Mr. Charles Agle, 101 West Melbourne Avenue, commented about the recent positive changes in the community and recognized City Manager Mark Watson and Police Chief James Akagi for their leadership in the community.

Mr. Jack Mansfield, 103 Hendrix Drive, remarked about possible conflict of interest between the Tennessee Municipal League and the Municipal Technical Advisory Service (MTAS) with regards to MTAS performing a review of the Oak Ridge Police Department.

Dr. James Horton, 106 Carson Lane, expressed his opposition to the change in property tax and delinquent property tax date changes and the calculations utilized that introduced the date change.

Mr. Jon Thomas, 182 Wade Lane, requested that City Council examine the reason(s) that began the review for the Oak Ridge Police Department.

Mr. Philip Nall, Clinton, commented about his concern of the limited review of the Oak Ridge Police Department.

Kristin Thomas, 182 Wade Lane, commented about the Oak Ridge Police Department review including more than a random sample of department employees.

Mr. Kyle Scott, Clinton, commented about performing an in-depth review of the Oak Ridge Police Department for improvements.

Ms. Anne Garcia Garland, 120 Outer Drive, inquired about citizen participation for the Oak Ridge Police Department review.

Mr. Joe Lee, 99 East Pasadena Drive, remarked about the positive impacts occurring in the City of Oak Ridge.

Ms. Myra Mansfield, 103 Hendrix Drive, commented about her concern of the limited review of the Oak Ridge Police Department.

### **PROCLAMATIONS AND PUBLIC RECOGNITIONS**

*A proclamation paying tribute to Abigail Ridenour for her volunteer project "Blessings Through a Blankie."*

Councilmember Hensley moved, seconded by Councilmember Chinn to adopt the proclamation. The proclamation was adopted by unanimous voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

The proclamation was accepted by Ms. Abigail Ridenour.

*A proclamation designating April 17, 2015 as "Celebration for the Young Child."*

Councilmember Hensley moved, seconded by Councilmember Smith to adopt the proclamation. The proclamation was adopted by unanimous voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye.”

Ms. Carrol Welch, Deputy Director of the Oak Ridge Children’s Museum and several young ambassadors of the Children’s Museum accepted the proclamation.

*A proclamation designating April 2015 as “Child Abuse Prevention Month.”*

Councilmember Smith moved, seconded by Councilmember Hensley to adopt the proclamation. The proclamation was adopted by unanimous voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye.”

Ms. Susan Moore, Program Manager for the East Tennessee region of Prevent Child Abuse Tennessee, accepted the proclamation.

*A proclamation designating April 13, 2015 as “Oak Ridge High School’s Boys Basketball Team Day.”*

Councilmember Hope moved, seconded by Councilmember Baughn to adopt the proclamation. The proclamation was adopted by unanimous voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye.”

The proclamation was accepted by Coach Aaron Green.

*Special recognition for the City of Oak Ridge receiving the Distinguished Budget Presentation Award for FY2015 from the Government Finance Officers Association (GFOA)*

Mayor Gooch presented the award to Finance Director Janice McGinnis.

### **SPECIAL REPORTS**

(NONE)

Amended Agenda (diverting from the original order of the agenda)

#### **Public Hearing and First Reading of an Ordinance**

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 PARCELS 036.00 AND 003.00, ANDERSON COUNTY TAX MAP 099L, GROUP A, FROM B-2 GENERAL BUSINESS DISTRICT PUD TO UB-2, UNIFIED GENERAL BUSINESS PUD AND APPROVING THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR SAID PARCELS.

Community Development Director Kathryn Baldwin outlined the rezoning and PUD Plan for this development.

The Mayor opened the floor to receive public comments as part of the scheduled public hearing. No citizens participated during the public hearing. Afterwards, the Mayor closed the floor for the public hearing.

Mr. Tim Sittima, Founding Partner of Crosland Southeast in Charlotte, North Carolina, provided comments regarding the design elements, as well as responded to questions from City Council.

Councilmember Chinn moved, seconded by Councilmember Smith to approve the ordinance on first

reading. The motion was approved by unanimous board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Resolution No. 04-31-2015**

**A RESOLUTION AUTHORIZING APPROVAL OF A NEW ACCESS LOCATED ON RUTGERS AVENUE TO MAIN STREET OAK RIDGE AND APPROVING A TURN LANE AND TRAFFIC SIGNAL FOR SAID ACCESS.**

Councilmember Smith moved, seconded by Councilmember Hope to approve the resolution.

Gary M. Cinder, Acting City Manager and Public Works Director, outlined the new access to Main Street Oak Ridge. Following a review by Mr. Cinder, the resolution was approved unanimously by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Report from Budget and Finance Committee Chair Chuck Hope**

Chairman Hope noted that the recommendations provided were the most prevalent from discussions amongst with the Budget and Finance Committee. Chairman Hope noted that the recommendations had not been voted on by the Committee and were being submitted to the City Council for final consideration.

The first recommendation—maintain the City's current funding level of the schools "maintenance-of-effort" that is provided from the City—was addressed first.

As part of discussion pertaining to this item, City Councilmembers commented about the possibility of providing a means for salary increases for city and school staff, and the impact that the increase could have on the maintenance of effort for the schools.

Dr. Bruce Borchers, Superintendent of the Oak Ridge Schools, addressed the City Council regarding the progress on the development of the FY2016 Budget, as well as responded to inquiries of City Council.

Mr. Bob Eby, member of the Board of Education, remarked about the Board's dedication to provide raises to school employees and request that data on the Oak Ridge Schools be compared equal to that of data of other school systems.

Ms. Angi Agle, member of the Board of Education, explained that a commitment to salary raises would impact the maintenance of effort and remarked about the importance of quality school system for community marketing.

Mr. David Kitzmiller, 144 Wellington Circle, remarked that he would like the City to maintain the current maintenance of effort.

Following discussions regarding the first recommendation, Chairman Hope continued to note the remaining recommendations of the Budget and Finance Committee as follows:

- 2) Support the Preschool Initiative that the joint committee of the City and the Board of Education has developed. The Council should examine any recommendations for FY2016 Budget, i.e., professional services that the City and or the Board of Education cannot provide.
- 3) Find additional funding for the Parks and Recreation Department in the amount of \$100K to \$150K for park upgrades and maintenance efforts. Also, encourage an initial capital allocation to address some critical capital needs.
- 4) Support the City's effort for replacement of existing financial software which includes general ledger, work orders, purchasing, accounts payable, as well as the in-house programmed components, such as utility billing, payroll, and human resources. The City's current financial system has outlived its usefulness and is now running unsupported. New upgrades are needed

to improve efficiencies and streamline the entire system.

Electric Department Director Jack Suggs and Finance Director Janice McGinnis remarked that the City has initiated financial planning to build funds to help pay for financial software.

As part of the discussions about how to move forward with transmitting the recommendations to the City Manager, the City Attorney recommended that the City Council consider the recommendations formally by means of a vote.

Councilmember Chinn moved, seconded by Councilmember Smith to accept the four aforementioned recommendations as provided by the Budget and Finance Committee.

Councilmember Smith moved to amend the recommendations [goals] by adding a fifth recommendation to find a means to meet financial needs of city and school personnel for pay raises. The motion to amend the recommendations was seconded by Councilmember Hensley.

During discussions on the amendment, Councilmember Smith clarified that the fifth recommendation would be submitted as a priority communication to the schools to have the increase reserved for salary increases and find a means to do so.

The amendment passed by voice vote with Councilmembers Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye," and Councilmember Baughn voting "Nay."

Councilmember Hensley moved to divide the question and vote on the five recommendations separately. The motion failed for lack of a second.

The original motion, as amended, was approved by board vote with Councilmember Callison, Chinn, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye," Councilmember Baughn abstaining, and Councilmember Hensley voting "Nay."

### **CONSENT AGENDA**

Mayor Gooch removed the February 9, 2015 City Council meeting minutes, Mayor Pro Tem Smith removed the resolution titled "a resolution authorizing the City of Oak Ridge to apply for and receive an Emergency Solutions Grant (ESG) from the Tennessee Housing Development Agency (THDA) for the period of July 1, 2015 to June 30, 2016," and Councilmember Baughn removed the March 9, 2015 City Council meeting minutes,

Following removal of the three (3) items from the Consent Agenda, the remainder of the Consent Agenda was unanimously approved by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye," thereby:

- Approving the March 27, 2015 City Council special meeting minutes.
- Adopting **Resolution No. 04-32-2015** authorizing a change order to increase funding by \$65,000.00 to contract COR13-12 with Seelbach & Company, Inc. for tree pruning, tree removal, and brush control along power lines.

### **Items Removed from the Consent Agenda**

Mayor Gooch moved to have the minutes of the February 9, 2015 City Council meeting transcribed beginning with the original resolution (Oak Ridge Police Department review) through the last resolution concerning Ms. Baughn (censure resolution). The motion was seconded by Hensley. The motion was approved unanimously by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

Mayor Gooch clarified that the transcription should be performed by a court reporter.

Councilmember Baughn remarked that the March 9, 2015 City Council meeting minutes were removed as a reference point for discussion on the February 9, 2015 meeting minutes, and that there were no further comments.

The March 9, 2015 City Council meeting minutes were approved by unanimous voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Resolution No. 04-33-2015**

**A resolution authorizing the City of Oak Ridge to apply for and receive an Emergency Solutions Grant (ESG) from the Tennessee Housing Development Agency (THDA) for the period of July 1, 2015 to June 30, 2016.**

Mayor Pro Tem Smith recused herself from participation in the resolution that she requested to have removed explaining that she is a board member of the Oak Ridge TORCH and the organization is a perspective recipient of the grant.

Mayor Gooch moved, seconded by Councilmember Hensley to approve the resolution. The resolution as approved by voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, and Mayor Gooch voting "Aye."

**RESOLUTIONS**

**Resolution No. 04-34-2015**

**A RESOLUTION AWARDED A CONTRACT (FY2015-257) TO ROGERS GROUP, INC., OAK RIDGE, FOR STREET MILLING AND RESURFACING OF DESIGNATED CITY STREETS IN THE ESTIMATED AMOUNT OF \$350,000.00.**

Mayor Pro Tem Smith moved, seconded by Councilmember Chinn that the resolution be approved.

Acting City Manager and Public Works Director Gary Cinder and Interim City Engineer Roger Flynn provided an overview of the project, as well as responded to questions and comments of the City Council.

The resolution was approved unanimously by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Resolution No. 04-35-2015**

**A RESOLUTION AUTHORIZING TRANSMITTAL OF COMMENTS TO THE TENNESSEE VALLEY AUTHORITY ON THE AGENCY'S DRAFT INTEGRATED RESOURCE PLAN.**

Mayor Pro Tem Smith moved, seconded by Councilmember Hope that the resolution be approved.

Following an overview by Electric Department Director Jack Suggs, the resolution was approved unanimously by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Resolution No. 04-36-2015**

**A RESOLUTION AWARDED A CONTRACT (FY2015-238) TO S & W CONTRACTING CO., INC., MURFREESBORO, TENNESSEE FOR THE INSTALLATION OF TRAFFIC SIGNAL ON THE OAK RIDGE TURNPIKE AT THE OAK RIDGE HIGH SCHOOL IN THE ESTIMATED AMOUNT OF \$177,183.00.**

Mayor Pro Tem Smith moved, seconded by Councilmember Baughn that the resolution be approved.

During discussions of this item, City Councilmembers discussed the pros and cons of the installation of the traffic signal at this location, as well as discussed a proposed alternative of a pedestrian safety bridge.

Mr. David Kitzmiller, 144 Wellington Circle, remarked that City Council consider installing an aesthetic pedestrian safety bridge as opposed to a traffic signal.

Mr. Michael Marsh, 132 Timbercrest Drive, expressed his opposition to the traffic signal.

Mr. Andrew Howe, Secretary of Traffic Safety Advisory Board, commented that he would address any questions of City Council and outlined the history of the decision that lead to the installation of the traffic signal as it relates to the review of the Traffic Safety Advisory Board.

Mr. Joe Lee, 99 East Pasadena Road, expressed his opposition to the traffic signal.

Ms. Myra Mansfield, 103 Hendrix Drive, requested that City Council consider other options to control traffic and safety at the location.

Councilmember Hensley, Baughn, Callison, and Mayor Pro Tem Smith called for the question.

The resolution was approved by board vote with Councilmembers Baughn, Callison, Hope, and Mayor Pro Tem Smith voting "Aye," and Councilmembers Chinn, Hensley, and Mayor Gooch voting "Nay."

(Resolution Deferred)

**A RESOLUTION TO APPROVE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF OAK RIDGE, TENNESSEE, AND ANDERSON COUNTY, TENNESSEE, TO LEASE SPACE AT THE DANIEL ARTHUR REHABILITATION CENTER FOR THE PURPOSE OF OPERATING A SENIOR CENTER.**

The City Attorney noted that the City was awaiting a decision from the Anderson County Government regarding a change to the term agreement—2 year lease with a 1 year renewal option—of the lease and requested that this item be deferred to the May meeting.

Councilmember Hensley moved, seconded by Councilmember Callison to defer consideration of the item to the May 11, 2015 City Council meeting. The motion was approved unanimously by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

**Resolution No. 04-37-2015**

**A RESOLUTION TO DESIGNATE THE FOUR LANE TENNESSEE STATE HIGHWAYS (STATE ROUTES 58, 95, AND 61) FROM INTERSTATE 40 TO INTERSTATE 75 AS "TENNESSEE'S INNOVATION CORRIDOR."**

Councilmember Hensley moved, seconded by Councilmember Callison that the resolution be adopted.

The resolution was approved by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, and Mayor Pro Tem Smith voting "Aye."

Mayor Gooch indicated his support for item; however, an official vote was unable to be recorded due to technical difficulties with the voting system.

## **PUBLIC HEARINGS AND FIRST READING OF ORDINANCES**

**First Reading of an Ordinance (No Public Hearing Required)**

AN ORDINANCE TO REPEAL ORDINANCE NO. 05-11 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

Councilmember Smith moved, seconded by Councilmember Hensley to approve the ordinance on first reading.

Electric Department Director Jack Suggs explained the changes that were occurring to the Rules and Regulations that included new deposit program(s) and several housekeeping measures that were in-line with procedures that were being performed by the City. Additionally, Mr. Suggs responded to inquiries and comments of City Council.

Councilmember Baughn moved to defer consideration of the ordinance until the next regular City Council meeting so that City Council could discuss the provisions that permit the City Manager to adopt policies on specific subjects in the Rules and Regulations at a Work Session. The motion was seconded by Councilmember Chinn.

The motion to defer was approved by voice vote with Councilmember Baughn, Callison, Chinn, Hensley, Hope, and Mayor Gooch voting "Aye," and Mayor Pro Tem Smith voting "Nay."

#### **FINAL ADOPTION OF ORDINANCES**

**AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, BY AMENDING ARTICLE VII, TITLED "PARKING AND BUSINESS DISTRICTS" SECTION 7.04, TITLED "UB-2, UNIFIED GENERAL BUSINESS DISTRICTS," AS FOLLOWS: BY DELETING SUBSECTIONS (A)(12), (A)(13), (A)(14) AND (A)(17) WITHOUT REPLACEMENT AND BY ADDING A NEW SUBSECTION (A)(19) TO ADD PUBLIC MUSEUMS AS A PERMITTED PRINCIPAL USE; BY AMENDING THE TITLE OF SUBSECTION (C) TO "SPECIAL EXCEPTIONS" FOR CONSISTENCY WITHIN THE ZONING ORDINANCE; BY AMENDING THE INTRODUCTORY LANGUAGE OF SUBSECTION (C) TO INCLUDE THE WORD "ZONING" IN THE PHRASE "BOARD OF APPEALS;" AND BY AMENDING SUBSECTION (C) TO DELETE PUBLIC MUSEUM; CEMETERY; WHOLESALE, STORAGE AND WAREHOUSE FACILITY, FREEZER AND LOCKER; AND TRANSITIONAL ACCESSORY USES AS SPECIAL EXCEPTIONS AND TO ADD MULTIFAMILY DWELLINGS AS PART OF A PLANNED UNIT DEVELOPMENT AS A SPECIAL EXCEPTION.**

Councilmember Smith moved, seconded by Councilmember Callison to adopt the ordinance as presented.

The ordinance was unanimously adopted by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

[NOTE: The ordinance listed above was not assigned a number following approval at the April 13, 2015 City Council meeting as a corrective measure will be performed at the May 11, 2015 City Council meeting where City Staff will resubmit the ordinance for an additional, second reading for City Council's consideration with a publicized, public hearing.]

#### **Ordinance No. 06-2015**

**AN ORDINANCE TO AMEND ORDINANCE NO. 06-2014, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXING THE RATE OF THE TAX, ADOPTING A BUDGET, AND ADOPTING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2014, BY AMENDING SAID APPROPRIATIONS TO ELIMINATE THE SOLID WASTE FUND AND INCREASE THE GENERAL FUND APPROPRIATION TO INCLUDE SOLID WASTE EXPENDITURES.**

Councilmember Baughn moved, seconded by Councilmember Hope to adopt the ordinance as presented.

The ordinance was unanimously adopted by board vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting “Aye.”

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

#### Elections/Appointments

#### Announcements

#### Scheduling

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

Councilmember Hope requested information related to an article in the *Knoxville News Sentinel* pertaining to raw water intake at the Y-12 National Security Complex. Additionally, Councilmember Hensley requested an update on the City’s progress to engage the Department of Energy on several community items that was approved at the October 20, 2014 City Council Special Meeting.

### **SUMMARY OF CURRENT EVENTS**

#### CITY MANAGER’S REPORT

##### *FY 2016 Budget Presentation*

Acting City Manager Gary Cinder announced the established timetable for the adoption of the FY 2016 budget:

- Monday, June 1, 2015, regular meeting and formal budget presentation.
- Monday, June 8, 2015, public hearing on budget and regular meeting for first reading of the Appropriation Ordinance.
- Monday, June 15, 2015, regular meeting and second reading of Appropriation Ordinance.

Mr. Cinder noted that all meetings will begin at 7:00 p.m. in the Municipal Building Courtroom. The announcement was for informational purposes of City Council; no action taken.

Additionally, Mr. Cinder indicated that City Manager Mark Watson wanted to inform City Council of a possible future special meeting for Tuesday, April 21, 2015 at 6:00 p.m. in the Courtroom of the Municipal Building for two items:

1. Award to Sutphen Corporation for repairs for Tower Truck 10.
2. Approval of participation in the Tennessee Valley Authority’s “Deposit Assurance Program.”

Lastly, Mr. Cinder announced that the City had received bids for the lead paint removal of the pre-school with the lowest bid submitted at an estimated \$24,700.00 from AGIS Environmental who is familiar with the project and has received positive remarks from the Oak Ridge Schools Maintenance Supervisor.

Mr. Cinder also provided updates on the Jackson Square Revitalization Project, particularly to how it relates to the Lavender Festival.

Mr. Cinder also provided an updated on the Blankenship parking lot project indicating that the City is awaiting answers from the partnership and the project completion date is estimated in May 2015.

CITY ATTORNEY'S REPORT

(NONE)

ADJOURNMENT

The meeting adjourned at 11:00 p.m.

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

**MINUTES OF THE  
OAK RIDGE CITY COUNCIL  
SPECIAL MEETING**

April 21, 2015

The special meeting of the City Council of the City of Oak Ridge convened at 7:00 p.m. on April 21, 2015 in the Multipurpose Room of the Central Services Complex with Mayor Warren L. Gooch presiding.

**ROLL CALL**

Upon roll call the following councilmembers were present: Councilmember Trina Baughn; Councilmember Kelly Callison; Councilmember Rick Chinn, Jr.; Mayor Warren L. Gooch; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; and Mayor Pro Tem Ellen D. Smith

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; and Bruce M. Applegate, Jr., Assistant to the City Manager.

**RESOLUTIONS**

**Resolution No. 04-38-2015**

**A RESOLUTION WAIVING COMPETITIVE BIDS AND MAKING AN AWARD TO SUTPHEN CORPORATION FOR REPAIRS TO THE STRUCTURAL COMPONENTS OF THE LADDER AND STABILIZATION SYSTEM FOR THE FIRE DEPARTMENT'S TOWER TRUCK 10 IN AN AMOUNT NOT TO EXCEED \$38,000.00.**

Councilmember Hensley moved, seconded by Councilmember Chinn to approve the resolution as presented.

The resolution was approved unanimously by voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch.

**Resolution No. 04-29-2015**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH THE TENNESSEE VALLEY AUTHORITY TO ADD A NEW DEPOSIT PROGRAM TITLED "DEPOSIT ASSURANCE PROGRAM" (DAP) THAT WOULD ALLOW THE CITY TO OFFER THE DEPOSIT ASSURANCE PROGRAM TO SPECIFIC CUSTOMERS IN ORDER TO REDUCE THE IMPACT OF THEIR DEPOSIT REQUIREMENT.**

Councilmember Hensley moved, seconded by Councilmember Chinn to approve the resolution as presented.

The resolution was approved unanimously by voice vote with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch.

**ADJOURNMENT**

The meeting adjourned at 7:05 p.m.

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

**MINUTES OF THE  
OAK RIDGE CITY COUNCIL  
SPECIAL MEETING**

April 21, 2015

The second special meeting of the City Council of the City of Oak Ridge convened at 7:05 p.m. on April 21, 2015 in the Multipurpose Room of the Central Services Complex with Mayor Warren L. Gooch presiding.

**ROLL CALL**

Upon roll call the following councilmembers were present: Councilmember Trina Baughn; Councilmember Kelly Callison; Councilmember Rick Chinn, Jr.; Mayor Warren L. Gooch; Councilmember L. Charles Hensley; Councilmember Charles J. Hope, Jr.; Mayor Pro Tem Ellen D. Smith

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; and Bruce M. Applegate, Jr., Assistant to the City Manager.

**DISCUSSION AND CONSIDERATION**

*Request that Mr. Rex Barton, MTAS Police Management Consultant, create a new, random list of officers to interview.*

Mayor Pro Tem Smith moved to adopt the request as a motion, seconded by Councilmember Hensley.

Councilmember Hensley moved to amend the motion to interview all officers. The motion was seconded by Councilmember Hope.

During discussion and consideration of this item, members of City Council discussed the need to start the review process anew, as well as discussed the advantageous and disadvantageous of a new, random sample or an interview with all officers and/or employees. In the course of these discussions, Councilmember Hensley withdrew his amendment for procedural purposes, with consensus from Councilmember Hope, and moved to amend the motion to extend the interview process to all employees in the Oak Ridge Police Department (ORPD) and attempt to contact all employees of the ORPD who have departed since the Police Chief's arrival. The motion was seconded by Councilmember Baughn.

Following the introduction of the new amendment to the motion, City Council continued discussions about continuing with the review of the Oak Ridge Police Department and defining a process when moving forward.

Councilmembers Hensley and Chinn called for the question on the amendment; however, the call was not successful for lacking two (2) other votes.

Mayor Gooch opened the floor to receive comments from the public.

Dr. James Horton, 106 Carson Lane, spoke in favor of interviewing all Oak Ridge Police Department employees and moving forward with the review.

Ms. Myra Mansfield, 103 Hendrix Lane, spoke in favor of interviewing all Oak Ridge Police Department and expressed her opposition regarding the Police Department review being performed by MTAS.

Mr. Anthony Alan, 109 Bedford Lane, commented about calling this process an investigation as opposed to a review and defining parameters on the intent of this process.

Ms. Kristin Thomas, 182 Wade Lane, commented about characterizing the officers as people as opposed to their title and employment.

Mr. Percy Brewington, 1074 West Outer Drive, commented about moving forward with the MTAS review and allowing those interested in the Police Department to participate in the interview.

Ms. Melanie Heiberg, 172 Cumberland View Drive, commented about her concern on the errors that had occurred during the initial review attempt.

Mr. Matt Bailey, 17 Riverside Drive, commented about allowing MTAS to finish their review following corrective measures and allow a voluntary interview process with the Police Department.

Mr. John Criswell, 109 Olney Lane, commenting about restarting the process without MTAS and wanted to allow an opportunity for retired officers to participate in the review.

Following the citizen comments and additional discussions by City Council regarding the new participation parameter, the amendment passed by show of hands with Councilmembers Baughn, Callison, Chinn, Hensley, and Hope voting "Aye," and Mayor Pro Tem Smith and Mayor Gooch voting "Nay."

The original motion, as amended, was unanimously approved by show of hands with Councilmembers Baughn, Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye."

*Determine a point-of-contact in the Oak Ridge Police Department who can help to coordinate the schedules of those officers who will be participating in the interview.*

City Council discussed a point-of-contact who could help facilitate the interview process with regards to scheduling and accountable time. Additionally, discussions occurred regarding the point-of-contact having associations within and outside of the City of Oak Ridge organization.

Mayor Pro Tem Smith moved to designate the head of the Personnel Department or their designee within the City government to be the point-of-contact for coordinating the schedules of officers and other police employees who will be participating in the interviews. The motion was seconded by Councilmember Callison.

Following discussions on the aforementioned motion, Mayor Gooch moved to amend the motion to delete the reference of the Human Resources [Personnel] Director as the point-of contact for coordinating the schedules of officers and other police employees who will be participating in the interviews, and to designate the Director of Human Resources (Personnel) Department as the point of contact for MTAS, so as to provide the schedules and contact information of officers to MTAS. The motion was seconded by Councilmember Hensley.

At the request of Councilmember Callison, Mr. John Criswell, Detective for the Oak Ridge Police Department, provided his opinion regarding scheduling which would allow those who want to be interviewed to participate during their time off; however, members of City Council and City Staff noted that those employees who participate should be compensated for participation.

Following additional discussions, the amendment passed by show of hands with Councilmembers Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye" and Councilmember Baughn voting "Nay."

The motion, as amended, passed by show of hands with Councilmembers Callison, Chinn, Hensley, Hope, Mayor Pro Tem Smith, and Mayor Gooch voting "Aye" and Councilmember Baughn voting "Nay."

*Establish a temporary email account that allows input from other interested citizens. E-mails will only be considered from those who provide their name and full address (including city). The e-mails shall be monitored, reviewed, and assembled by an affiliate of MTAS and submitted to Mr. Rex Barton for possible inclusion in the MTAS report.*

City Council held detailed discussions regarding the benefit of receiving citizen comments as part of the Oak Ridge Police Department review. Discussions also occurred on determining who would be responsible for collecting the comments and whether to accept comments anonymously.

Mayor Gooch opened the floor to receive comments from the public.

Mr. Matt Bailey, 17 Riverside Drive, commented that the review should allow comments from Oak Ridge citizenry that are clearly identified.

Ms. Molly Brewer, 102 Nantucket Way, commented to see the review performed quickly and correct, and does not support collecting comments from residents as part of the review.

Ms. Myra Mansfield, 103 Hendrix Lane, expressed her concern about MTAS reviewing and processing the communications received as part of the review.

Mr. Charlie Jernigan, 118 Claymore Lane, remarked that he supports the idea of allowing citizens to comment as part of the review of the Police Department and allowing some of those comments to be transmitted to Mr. Rex Barton (MTAS Police Consultant).

Ms. Tracy Stout Powers, 103 Norton Road, supports the idea of allow comments from citizens.

Councilmember Baughn moved to terminate the existing MTAS Professional Services Agreement and to solicit bids for an outside investigation of the Oak Ridge Police Department. The motion failed for a lack of a second.

Ms. Percy Brewington, 1074 West Outer Drive, remarked that he would support an e-mail account to allow Oak Ridge residents to provide comments regarding the Oak Ridge Police Department review, and to continue to conduct the review by MTAS.

Councilmember Callison moved to approve the establishment of a temporary email account that allows input from other interested citizens. E-mails will only be considered from those who provide their name and full address (including city). The e-mails shall be monitored, reviewed, and assembled by an affiliate of MTAS and submitted to Mr. Rex Barton for possible inclusion in the MTAS report. The motion was seconded by Councilmember Hope.

Mr. Rick Smith, 118 Underwood Road, supports continuing with the Police Department review and requested that Council determine all parameters of the review beforehand, particularly if new resources are considered.

Mr. Percy Brewington, 1074 West Outer Drive, inquired about having an informal conversation about the details of the MTAS agreement.

The motion was approved by show of hands with Councilmembers Callison, Chinn, Hensley, Hope, and Mayor Gooch voting "Aye," and Councilmember Baughn and Mayor Pro Tem Smith voting "Nay."

Following approval of the three (3) considerations on the agenda, City Council inquired about a formalized process for transmitting the new parameters of the Police Department review to MTAS and keeping the Council informed. The City Attorney recommended that the parameters be formatted into a formal City Council Resolution for transmittal to MTAS. Additionally, Mayor Gooch indicated that he would circulate material received from MTAS in response to the new parameters to City Council.

### **ADJOURNMENT**

The Mayor introduced a motion to adjourn, seconded by Councilmember Hensley. The meeting adjourned at 10:10 p.m.

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

**PUBLIC WORKS DEPARTMENT MEMORANDUM**

**15-08**

**DATE:** April 20, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Gary M. Cinder, P.E., Public Works Director  
**SUBJECT: PROFESSIONAL SERVICES CONTRACT FOR BACKFLOW PREVENTER TESTING**

Introduction

An item for City Council's consideration is a recommendation to award a contract for professional services related to the testing of approximately 1650 backflow preventers to Backflow Specialty Company, Inc., Knoxville, Tennessee in the estimated amount of \$35.00 per unit for an estimated annual amount of \$57,750.

Funding

Funding for this project is budgeted and available in the Waterworks Fund

Background

The State of Tennessee, Cross-Connection Control Manual and the City of Oak Ridge Cross Connection Ordinance regulate the construction, maintenance, and operation of cross-connections, auxiliary intakes, bypasses and interconnections affecting the public water supply. All connections between the city water supply and private taps, which have the potential for contamination of the potable water system, are required to have a backflow preventer installed at an approved location before the water line can be connected to the City supply line. By ordinance, all new commercial/industrial facilities are required to be protected by a reduced pressure zone backflow preventer. State regulations require a test on each backflow preventer no less than every 12 months.

The contractor will perform certification tests on all backflow devices under City jurisdiction on an annual basis as required by the State of Tennessee Department of Environment and Conservation. The contractor will furnish all labor, tools, materials, supplies and equipment necessary for the testing program in accordance with the City's cross-connection program and ordinance.

Recommendation

The sealed bid process was followed with Backflow Specialty Company submitting the sole bid. They have provided the City this service for the past 20 years and have a proven history of being very capable. Adoption of the attached resolution is recommended.



Gary M. Cinder, P.E.

**City Manager's Comments:**

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

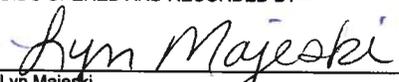
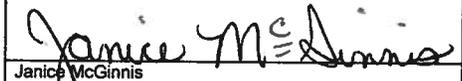


Mark S. Watson

April 30, 2014  
Date

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

FY2016-004  
OPENING DATE: April 16, 2015 11:00 A.M.

FOR --- Backflow Preventer Testing			BIDDER: Backflow Specialty Co., Inc. 4605 Central Avenue Pike Knoxville, TN 37912		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 BACKFLOW PREVENTER TESTING PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT  * Approximate units annually	1650	* Each	\$ 35.00	\$ 57,750.00							
TOTAL PRICE				\$ 57,750.00							
TERMS				Net 30							
DELIVERY				per Contract							
F.O.B.				Oak Ridge							
VIA				Best Way							
OTHER BIDDERS CONTACTED:					BIDS OPENED AND RECORDED BY---						
Farragut Fire Protection - Maryville, TN		Reeford Cagle Plumbing - Knoxville, TN		A-1 Plumbing Company - Loudon, TN			 Lynn Majeski Accounting Division Manager				
Rainscapes - Maryville, TN		Backflow Doctor - Knoxville, TN		Cross Connection Services - Coryton, TN							
Associated Fire Services - Knoxville, TN		Roto-Rooter - Clinton, TN		Turn Key Plumbing - Lenoir City, TN							
The Pipe Doctor - Knoxville, TN		Scott's Plumbing - Knoxville, TN		Backflow Wizard, LLC - Knoxville, TN							
Century Fire Protection - Knoxville, TN		Tennessee Automatic Sprinkler - Knoxville, TN		Knoxville Fire Sprinkler - Knoxville, TN							
REASON FOR AWARD				RECOMMEND AWARD BE MADE TO:				BIDS REVIEWED BY---			
ONLY BID RECEIVED		<input checked="" type="checkbox"/>	Backflow Specialty Co., Inc. 4605 Central Avenue Pike Knoxville, TN 37912				 Janice McGinnis Finance Director				
LOW PRICE		<input type="checkbox"/>									
BETTER OR REQUIRED DESIGN		<input type="checkbox"/>									
EARLY DELIVERY		<input type="checkbox"/>									
LOWEST TOTAL COST		<input type="checkbox"/>									

**RESOLUTION**

A RESOLUTION APPROVING A CONTRACT WITH BACKFLOW SPECIALTY COMPANY, INC., P. O. BOX 12162, KNOXVILLE, TENNESSEE 37912 FOR THE FURNISHING OF ALL LABOR, TOOLS, MATERIALS, EQUIPMENT AND SUPPLIES NECESSARY FOR TESTING OF APPROXIMATELY 1650 BACKFLOW PREVENTERS IN THE ESTIMATED AMOUNT OF \$35.00 PER UNIT FOR AN ESTIMATED ANNUAL AMOUNT OF \$57,750.00.

WHEREAS, the City of Oak Ridge owns and maintains the City's water distribution system; and

WHEREAS, the State of Tennessee and the City of Oak Ridge regulate the construction, maintenance, and operation of cross-connections, auxiliary intakes, bypasses and interconnections affecting the public water supply; and

WHEREAS, the City of Oak Ridge has issued invitations to bid for the furnishing of all labor, tools, materials, equipment and supplies necessary for testing of approximately 1650 backflow preventers; and

WHEREAS, bids were received and publicly opened on April 16, 2015, with Backflow Specialty Co., Inc., Knoxville, Tennessee, submitting the sole bid; which bid the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and award is hereby made to Backflow Specialty Co., Inc., P.O. Box 12162, Knoxville, Tennessee 37912, for the furnishing of all labor, tools, materials, equipment and supplies necessary for testing of approximately 1650 backflow preventers; said award in strict accordance with FY2016-004, the required specifications including the State of Tennessee Cross-Connection Control Manual and the City of Oak Ridge Cross Connection Ordinance, and the bid as submitted and publicly opened on April 16, 2015, and in the estimated amount of \$35.00 per unit for a total annual estimated amount of \$57,750.00.

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

This the 11th day of May 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

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

**PUBLIC WORKS MEMORANDUM**  
**15-09**

**DATE:** April 28, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Gary M. Cinder, P.E., Public Works Director  
**SUBJECT:** **FY2016 STATE HIGHWAY MAINTENANCE CONTRACT**

Introduction

An item for City Council's consideration is a resolution authorizing a contract between the City of Oak Ridge and the State of Tennessee 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, 2015 to June 30, 2016.

Funding

The contract includes a total reimbursement of \$141,175.35 which is the same amount allowed for this fiscal year. The total is based on the approximate reimbursement of \$130,027.35 for roadway and pavement maintenance, \$5,580.00 for mowing of medians, and \$5,568.00 for litter removal.

The pavement maintenance reimbursement is calculated at \$0.15 per square yard of pavement with a total pavement or curb-to-curb width area of 866,849 square yards. While the cost of street maintenance continues to rise, based upon historical records our costs will continue to be fully reimbursed.

The mowing reimbursement is based on a monthly cycle for six months of the year for the 20.58 acres of median located along the state routes at a rate of \$45 per acre. The City is not reimbursed for any mowing of the right-of-way located back of the curb or edge of pavement. Based on the City's current mowing contract, the annual cost for mowing along the state routes and medians is approximately \$95,705.00. Unlike the state's criteria of once per month, the City mows medians and right-of-ways along the state routes once every 10 days or three times per month. The contract also provides reimbursement for twelve monthly litter pickups along state routes.

Analysis

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

The sections of roadway included in the contract are:

- State Route 95 (Oak Ridge Turnpike) from the intersection of SR61 and SR95 to Wisconsin Avenue;
- State Route 62 (Illinois Avenue) from the northern city limit to the Solway Bridge; and
- State Route 170 (Edgemoor Road) from the Edgemoor Bridge to the SR62 interchange.

Recommendation

Staff recommends approval of the accompanying resolution as submitted.

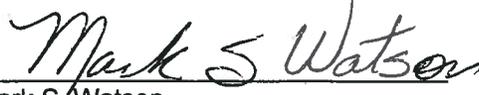
Attachments:

Maintenance of State Highways through Municipalities

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

**City Manager's Comments:**

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

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

4-30-15  
\_\_\_\_\_  
Date

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

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

Activity	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 Municipalities and are not eligible for State maintenance reimbursement:

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

NOTE:

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







### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

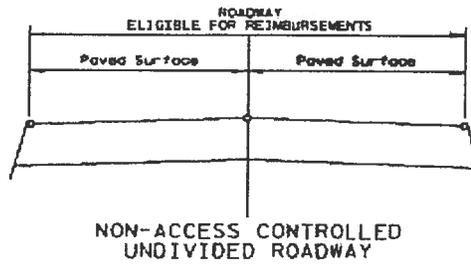


FIGURE 1A

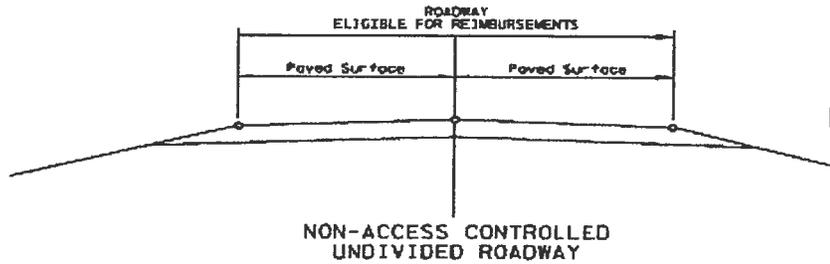


FIGURE 1B

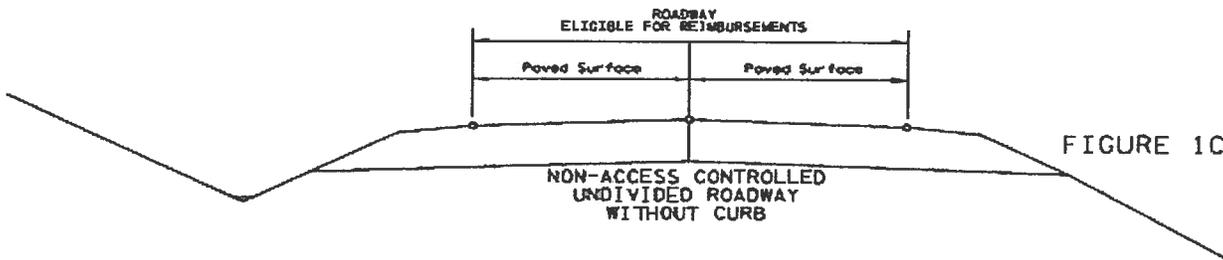


FIGURE 1C

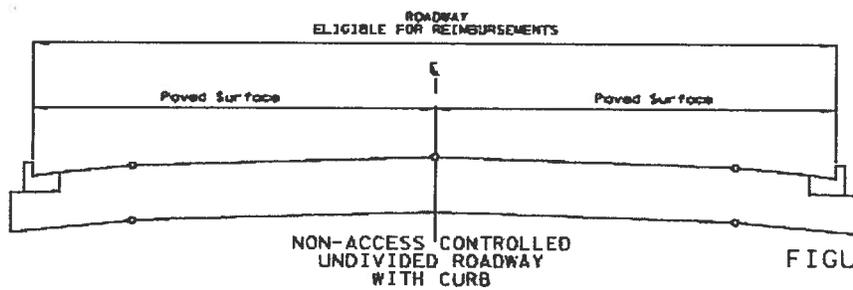


FIGURE 1D

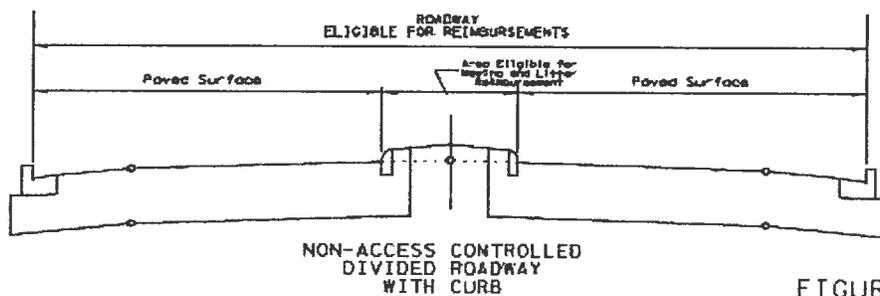
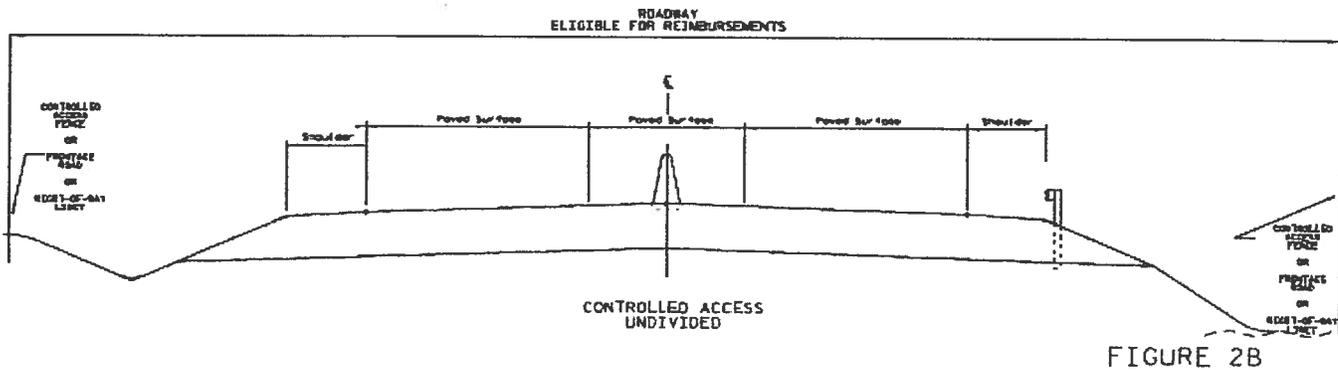
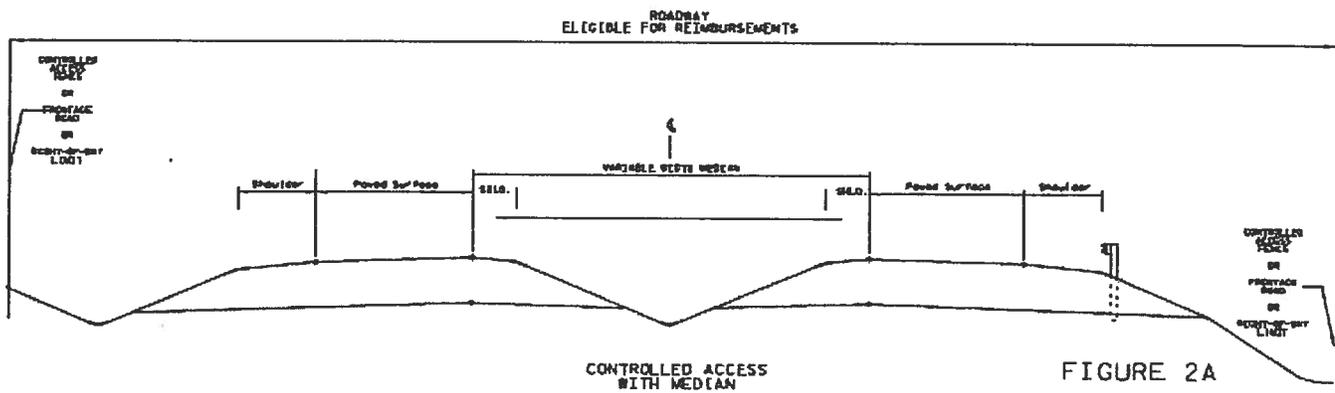
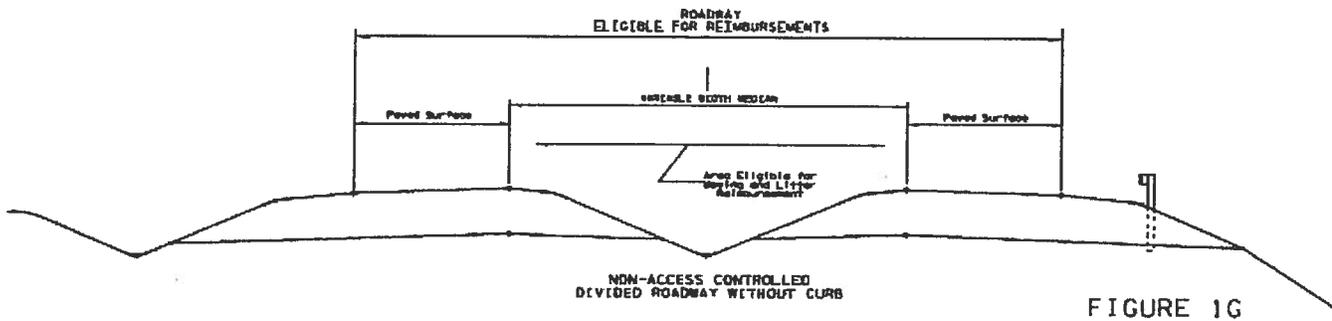
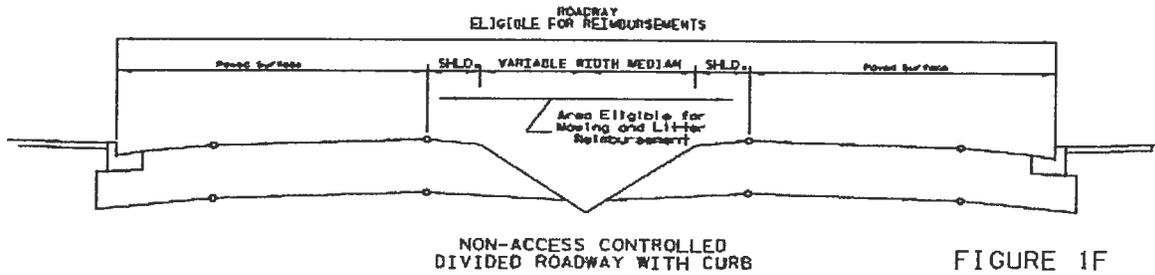


FIGURE 1E

### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS



"EXHIBIT B"  
CITY OF OAK RIDGE  
MAXIMUM ALLOWABLE EQUIPMENT RATES  
2015-2016 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
01	SEDAN, POLICE OR FULL SIZE	12.00	HR
02	TRUCK, PICKUP	11.00	HR
03	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
05	TRUCK, UTILITY/SERVICE BODY	14.00	HR
06	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
07	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
08	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
09	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR



**"EXHIBIT B"**  
**CITY OF OAK RIDGE**  
**MAXIMUM ALLOWABLE LABOR RATES**  
**Beginning July 1, 2015 through June 30, 2016**

<b>Job Title Classification</b>	<b>Low Rate</b>	<b>High Rate</b>
Maintenance Worker	\$ 12.97	\$ 20.62
Maintenance Mechanic	\$ 13.96	\$ 22.75
Utility Maintenance Specialist	\$ 17.39	\$ 27.65
Equipment Operations Specialist	\$ 15.77	\$ 25.07
Facilities Maintenance Specialist	\$ 17.39	\$ 27.65
Signs & Markings Specialist	\$ 17.39	\$ 27.65
Utility Line Maintenance Crew Chief	\$ 21.13	\$ 33.60
Street Maintenance Crew Chief	\$ 19.16	\$ 30.48
Temporary Laborer	\$ 12.36	\$ 19.67

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

NUMBER \_\_\_\_\_

**RESOLUTION**

A RESOLUTION APPROVING A CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR MAINTENANCE OF STATE HIGHWAYS WITHIN THE CORPORATE CITY LIMITS WHEREBY THE CITY IS REIMBURSED BY TDOT FOR SAID SERVICES IN THE AMOUNT OF \$141,175.35.

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

WHEREAS, the State has proposed a contract for said maintenance activity for the period beginning July 1, 2015 through June 30, 2016 for a total reimbursement of \$141,175.35, which contract the City Manager recommends be approved.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into a contract with the State of Tennessee, Department of Transportation, Nashville, Tennessee, for the maintenance of prescribed sections of State routes within Oak Ridge during the period of July 1, 2015 through June 30, 2016, for the considerations set out in said contract prepared by the State and presented to the City for execution.

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

This the 11th day of May 2015.

APPROVED AS TO FORM AND LEGALITY:

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

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

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

**LEGAL MEMORANDUM**  
**15-15**

DATE: April 28, 2015  
TO: Honorable Mayor and Members of City Council  
FROM: Kenneth K. Krushenski, City Attorney  
SUBJECT: APPLICATION FOR RETAIL PACKAGE STORE  
PERMIT AND CERTIFICATE OF COMPLIANCE

Introduction

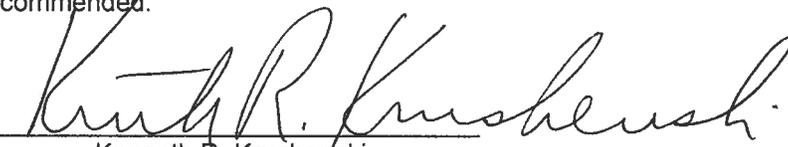
Two items for City Council's consideration are (1) a resolution granting a permit for Aaron Wells and Vander J. Murray to engage in the retail sale of alcoholic beverages at Lizz's Wine & Spirits, 1505 Oak Ridge Turnpike, and waiving the residency requirement for Mr. Murray; and (2) a resolution authorizing the Mayor to sign and issue on behalf of the City of Oak Ridge certificates of compliance for Mr. Wells and Mr. Murray.

Background

Aaron Wells and Vander J. Murray recently purchased the business known as Lizz's Wine & Spirits, 1505 Oak Ridge Turnpike, and are requesting a City of Oak Ridge Retailer's Permit and their state-required Certificates of Compliance. Pertinent information concerning their application has been distributed to the Council, and notice has been published in The Oak Ridger advising that consideration of the issuance of their Certificates of Compliance would be considered at the May 11, 2015 Council meeting. Staff has advised the applicants to be in attendance at the meeting to answer any questions Council may have.

Recommendation

Adoption of the attached resolutions is recommended.

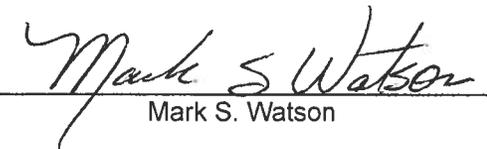
  
\_\_\_\_\_  
Kenneth R. Krushenski

lm

Attachments

**City Manager's Comments:**

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

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

4-30-12  
\_\_\_\_\_  
Date

NUMBER \_\_\_\_\_

**RESOLUTION**

A RESOLUTION GRANTING A PERMIT TO AARON WELLS AND VANDER J. MURRAY TO ENGAGE IN THE RETAIL SALE OF ALCOHOLIC BEVERAGES IN THE CITY OF OAK RIDGE AT LIZZ'S WINE & SPIRITS, 1505 OAK RIDGE TURNPIKE, AND WAIVING THE RESIDENCY REQUIREMENT FOR MR. MURRAY.

WHEREAS, Title 8, Chapter 4, of the Oak Ridge Code of Ordinances requires a permit to be issued before anyone may engage in the retail sale of alcoholic beverages, and

WHEREAS, Aaron Wells and Vander J. Murray have made proper application for such a permit, and

WHEREAS, said applicants meet all the necessary conditions and requirements of the laws of the City of Oak Ridge and the State of Tennessee, and

WHEREAS, the City Council is authorized to waive the residency requirement for an applicant who possesses sufficient contacts with the City which would permit Council to verify the good moral character of that nonresident applicant.

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

That Aaron Wells and Vander J. Murray are hereby granted a permit to engage in the retail sale of alcoholic beverages in the City of Oak Ridge at Lizz's Wine & Spirits, 1505 Oak Ridge Turnpike and that the Mayor is authorized to sign said permit on behalf of the City of Oak Ridge.

BE IT FURTHER RESOLVED that Council does hereby waive the residency requirement for Vander J. Murray.

This the 11th day of May 2015.

APPROVED AS TO FORM AND LEGALITY:



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

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

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

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND ISSUE ON BEHALF OF THE CITY OF OAK RIDGE CERTIFICATES OF COMPLIANCE FOR AARON WELLS AND VANDER J. MURRAY TO ENGAGE IN THE RETAIL SALE OF ALCOHOLIC BEVERAGES AT LIZZ'S WINE & SPIRITS, 1505 OAK RIDGE TURNPIKE.

WHEREAS, after diligent inquiry and careful investigation of Aaron Wells and Vander J. Murray, City Council has found their general character to be good, and

WHEREAS, City Council feels assured that Mr. Wells and Mr. Murray will refrain from any violation of Title 8, Chapter 4, of the Oak Ridge Code of Ordinances, and Title 57, Chapters 1, 6, 7, and 8, of the Tennessee Code Annotated (Chapter No. 49, Public Acts, 1939), which are the alcoholic beverage laws, or any statutory amendment thereof or any rule or regulation promulgated pursuant thereto, and

WHEREAS, City Council has granted the necessary permit to Mr. Wells and Mr. Murray for the retail sale of alcoholic beverages thereby signifying full compliance with the ordinances of the City of Oak Ridge, and

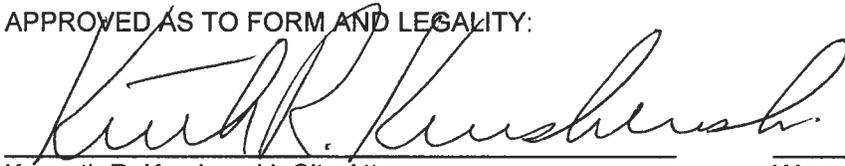
WHEREAS, City Council is of the opinion that said applicants are entitled to the State license applied for.

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

That the Mayor is hereby authorized to sign and issue on behalf of the City of Oak Ridge Certificates of Compliance for Aaron Wells and Vander J. Murray, Lizz's Wine and Spirits, 1505 Oak Ridge Turnpike, City Council finding that Mr. Wells and Mr. Murray have not been convicted of a felony, that all local regulations have been complied with, and that they will refrain from any violations hereinabove set forth.

This the 11<sup>th</sup> day of May 2015.

APPROVED AS TO FORM AND LEGALITY:



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

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

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

**FINANCE DEPARTMENT MEMORANDUM**

**15-06**

**DATE:** April 24, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Janice E. 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.

Background

Under Tennessee State Law, the City is required to annually remit unclaimed property to the State of Tennessee, which includes checks issued by the City that never cleared the City's bank account. This is comprised primarily of 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. The amount of cash to be refunded to the City by the State will not be known until the resolution is filed and the State processes the request.

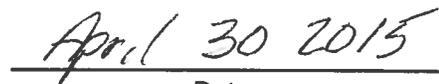
Attachment

  
Janice E. McGinnis

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

**RESOLUTION**

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

WHEREAS, Tennessee Code Annotated Section 66-29-102 and Section 66-29-123, as amended by Public Chapter 401, Acts of 1985, provide that a municipality in Tennessee may request payment for the unclaimed balance of funds reported and remitted by the local government if it exceeds \$100, 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 Disposition of Unclaimed Property Act; and

WHEREAS, the City of Oak Ridge agrees to meet all the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and to submit an annual report of claims received on these accounts to the State of Treasurer by September 1 each year; and

WHEREAS, it is agreed that the City of Oak Ridge will retain a sufficient amount to insure prompt payment of allowed claims without deduction for administrative costs or service charge and that the balance of funds will be deposited in the City's general fund.

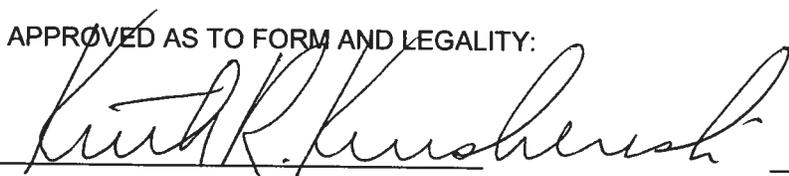
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

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 Section 66-29-121.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be transmitted to the State of Tennessee Treasurer by June 1, 2015.

This the 11<sup>th</sup> day of May 2015.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

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

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

**FIRE DEPARTMENT MEMORANDUM**  
HQ-15-05

**DATE:** April 27, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Darryl Kerley, Fire Chief  
**SUBJECT: ASSISTANCE TO FIREFIGHTER GRANT PROGRAM AWARD**

Introduction

An item for City Council's consideration is an accompanying resolution authorizing the City to accept the Federal Emergency Management Agency's (FEMA) Assistance to Firefighter Grant (AFG) Award in the amount of \$158,452.00 for the Oak Ridge Fire Department.

Funding

The cost share requirement for Assistance to Firefighters Grants are based on population with a jurisdiction of more than 20,000, but not more than 1,000,000 residents requiring a 10% match making the City responsible for an estimated \$15,845.00 of the total \$158,452.00 amount received from FEMA for a grand total of \$ 174,297.00 being expended on the AFG Program. Funds for the City's responsibility are available within the Fire Department Budget, specifically the equipment and travel accounts.

Review

In 2014, the Fire Department submitted a grant application request to the Assistance to Firefighter Grant Program for safety (wellness) equipment and services totaling \$174,297.00. This grant will provide exercise equipment for all four fire stations, a nutrition advisor for the firefighters, and a part-time exercise physiologist to supervise and evaluate the firefighters during the first year of the program. The grant also provides funds to cover the cost of training and travel to send four firefighters to the functional trainer qualification program. In addition to exercise equipment, the grant provides funds to purchase the nationally standardized Candidate Physical Ability Testing (CPAT) equipment to conduct physical ability testing of fire department applicants, prior to hire.

The grant is broken into 4 categories:

1. Exercise equipment	est. \$130,557.00
2. Training and Travel	est. \$ 8,940.00
3. Misc. Supplies and equipment	est. \$ 31,000.00
4. Station Modifications	est. \$ 3,800.00
TOTAL	\$ 174,297.00

Recommendation

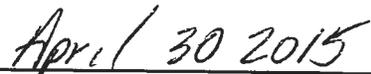
Staff recommends approval of the attached resolution to accept the Federal Emergency Management Agency – Assistance to Firefighter Grant awarded to the City of Oak Ridge Fire Department.

  
Darryl Kerley, Fire Chief

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

**RESOLUTION**

A RESOLUTION TO ACCEPT A \$158,452.00 ASSISTANCE TO FIREFIGHTER GRANT (AFG) AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR OAK RIDGE FIRE DEPARTMENT SAFETY EQUIPMENT.

WHEREAS, the Federal Emergency Management Agency (FEMA) makes grant funds available to local jurisdictions through the Assistance to Firefighters Grant (AFG) Program; and

WHEREAS, the City is eligible for and has been approved by FEMA to receive \$158,452.00 in grant funds for safety equipment; and

WHEREAS, said grant requires a ten percent (10%) local match and the required \$15,845.00 local match is available in the Fire Department's budget; and

WHEREAS, the City Manager recommends acceptance of said grant and authorization to purchase the safety equipment and related services with grant funds.

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

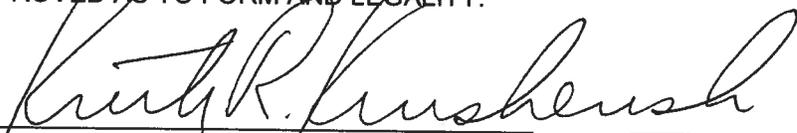
That the recommendations of the City Manager are approved and the Assistance to Firefighter Grant from the Federal Emergency Management Agency in the amount of \$158,452.00, with a local match of an estimated \$15,845.00, is hereby accepted.

BE IT FURTHER RESOLVED that the City is authorized to purchase the safety equipment and services with grant funds; said equipment being purchased under the City's bidding requirements.

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

This the 11th day of May 2015.

APPROVED AS TO FORM AND LEGALITY:

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

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

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

# RESOLUTIONS

**PUBLIC WORKS DEPARTMENT MEMORANDUM**  
**15-10**

**DATE:** April 24, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Gary M. Cinder, P.E., Public Works Director  
**SUBJECT: JANITORIAL SERVICES CONTRACT FOR CITY FACILITIES – FY2016-001**

Introduction

An item for City Council's consideration is a resolution approving a contract (FY2016-001) with Knox-Blount Maintenance, Inc., Knoxville, TN, for the furnishing of janitorial services for City facilities in the estimated amount of \$214,935.09.

Funding

Funding for this contract will be included in the FY2016 budgets of the separate facilities included in the contract.

Analysis

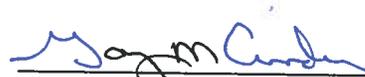
The recommended award is for furnishing all the labor and supervision necessary for the provision of janitorial services in the Central Services Complex, Municipal Building, Fire Station #4, Public Library, Recreation Center, Scarboro Community Center and Senior Center. The City will provide the equipment, supplies, materials and tools for the contract, as we have for the previous ten (10) years. The recommended award is for a one (1) year contract with four (4) annual renewal options.

Staff representatives from each building were provided with a draft of the contract specifications and work tasks. Recommendations were received from the staff representatives, resulting with adjustments being made to the bid specifications for frequency of some of the work tasks as well as additional requirements for the contractor's personnel. These adjustments to the bid specifications apparently assisted in reducing the cost of the services, as the recommended award is \$5,599 less than the City is paying for these services in FY2015.

The desired outcome of this process is that the awarded contract will provide cleaning services that allow for the sanitation of high use areas, acceptable cleanliness for the public, and proactive cleaning for the maintenance of the buildings.

Recommendation

The sealed bid process was followed, with five (5) contractors attending the mandatory pre-bid conference and walk-through of the buildings, three (3) contractors submitting bids with the recommendation for award of the contract to the lowest bidder. Staff recommends approval of the accompanying resolution as submitted.

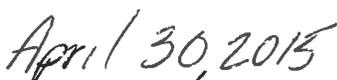


\_\_\_\_\_  
Gary M. Cinder, P.E.

**City Manager's Comments:**

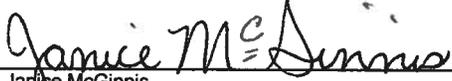
I have reviewed the above issue and recommend Council action as outlined in this document.

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

  
\_\_\_\_\_  
Date

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

CONTRACT NUMBER: FY2016-001  
OPENING DATE: April 16, 2015 11:00 A.M.

FOR -- JANITORIAL SERVICES			BIDDER: Knox-Blount Maintenance, Inc. 3801 Henson Road Knoxville, TN 37921		BIDDER: GCA Education Services, Inc. 4702 Western Avenue, Suite 101 Knoxville, TN 37921		BIDDER:		BIDDER:		
DESCRIPTION	ITEM	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
THE FURNISHING OF ALL LABOR AND SUPERVISION NECESSARY FOR THE PROVISION OF JANITORIAL SERVICES FOR CITY BUILDINGS / FACILITIES PER THE SPECIFICATIONS PROVIDED BY THE CITY OF OAK RIDGE PUBLIC WORKS DEPARTMENT				\$ 214,935.09		\$ 255,857.41					
Discount Annual Cost if Awarded all Buildings						\$ 224,434.00					
TOTAL ANNUAL PRICE			align="right">\$ 214,935.09		align="right">\$ 224,434.00						
TERMS			MONTHLY PAYMENTS		MONTHLY PAYMENTS						
DELIVERY			AS REQUIRED		AS REQUIRED						
F.O.B.			JOB SITE		JOB SITE						
VIA			CONTRACTOR		CONTRACTOR						
<u>OTHER POTENTIAL BIDDERS CONTACTED --</u> Buckeye International, Inc. - Knoxville, TN Coverall Health-Based Cleaning System - Knoxville, TN Premier Building Maintenance - Knoxville, TN Cosmos Facility Support Inc. - Kodak, TN Elite Facility Maintenance - Knoxville, TN American Facility Services - Alpharetta, GA			<u>BID RECEIVED FOR FLOOR WORK ONLY --</u> DPM Enterprise, Inc. - Knoxville, TN				<u>BIDS OPENED AND RECORDED BY--</u>  Lyn Majeski Accounting Division Manager				
<u>REASON FOR AWARD --</u> ONLY AVAILABLE SOURCE <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"/>			<u>RECOMMEND AWARD BE MADE TO --</u>  Knox-Blount Maintenance, Inc. 3801 Henson Road Knoxville, TN 37921				<u>BIDS REVIEWED BY--</u>  Janice McGinnis Finance Director				

**RESOLUTION**

A RESOLUTION AWARDING A CONTRACT (FY2016-001) TO KNOX BLOUNT MAINTENANCE, INC., P. O. BOX 52973, KNOXVILLE, TENNESSEE 37950-2973 FOR THE FURNISHING OF JANITORIAL SERVICES FOR CITY FACILITIES IN THE ESTIMATED AMOUNT OF \$214,935.09.

WHEREAS, the City has issued invitations to bid for the furnishing of all labor and supervision necessary to perform all work and services for janitorial services for city facilities; and

WHEREAS, bids were received and publicly opened on April 16, 2015, with Knox-Blount Maintenance, Inc., Knoxville, Tennessee, submitting the lowest and best bid for the Central Services Complex, Municipal Building, Fire Station #4, Public Library, Recreation Center, Scarboro Community Center and Senior Center, which bid the City Manager recommends be accepted.

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

That the recommendation of the City Manager is approved and award is hereby made to Knox Blount Maintenance, Inc., P.O. Box 52973, Knoxville, Tennessee 37950-2973, for the furnishing of all labor and supervision necessary to perform all work and services for janitorial services for the Central Services Complex, Municipal Building, Fire Station #4, Public Library, Recreation Center, Scarboro Community Center and Senior Center, said award in strict accordance with Contract FY2016-001, the required specifications, and the bid as publicly opened on April 16, 2015, and in the estimated amount of \$214,935.09.

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

This the 11<sup>th</sup> day of May 2015.

APPROVED AS TO FORM AND LEGALITY:



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

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

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

CITY COUNCIL MEMORANDUM  
15-19

DATE: April 30, 2015  
TO: Honorable Mayor and Members of City Council  
FROM: Mark S. Watson, City Manager  
SUBJECT: SENIOR CENTER LEASE AGREEMENT

Introduction

An item for City Council's consideration is a resolution to approve a Lease Extension Agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purpose of operating a senior center.

Background

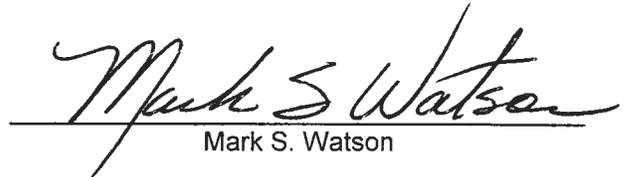
The City has been leasing space from Anderson County at the Daniel Arthur Rehabilitation Center since 1999 for the purposes of operating the Senior Center. The "current" lease agreement with Anderson County was approved by City Council through Resolution 12-117-09 for a five-year lease term, which expired on December 31, 2014. As part of this lease agreement, the City had the option to purchase the property for One Dollar (\$1.00) at the conclusion of the lease term.

By Resolution 12-118-09, City Council directed the City Manager and the Elder Citizens Advisory Board (now called the Senior Advisory Board) to move forward with development of a timeline for construction of a new senior center at the Daniel Arthur Rehabilitation Center location. As part of this plan, the Board was in the process of forming a 501(c)(3) organization in order to raise funds for construction of a new senior center. The idea to raise funds for a new senior center did not go as planned and little money was raised for this effort. Various locations and options have been discussed. However, the City's fiscal situation has not lent itself to development and construction of a new senior center. The Daniel Arthur Rehabilitation Center was also supported as a location versus other options such as local churches.

Anderson County has agreed to continue the lease arrangement for an additional two-year term with an option to extend the lease for an additional one-year term under a new Lease Extension Agreement at the rate of \$5,170.00 per month. The Lease Extension Agreement continues to provide the City with the option to purchase the property at the end of the lease term for One Dollar (\$1.00). This option will allow the City to move forward with plans for a new senior center if funds are raised and City Council elects to exercise the option.

Recommendation

Approval of the attached resolution is recommended.

  
Mark S. Watson

Attachments: Resolution 12-117-09  
Resolution 12-118-09  
Proposed Resolution  
Lease Extension Agreement

**RESOLUTION**

WHEREAS, by Resolution 8-144-99, City Council approved a lease agreement between the City and Anderson County (the "County") to lease space at the Daniel Arthur Rehabilitation Center (the "Center") for the purposes of operating a senior center; and

WHEREAS, the City and the County desire to modify the terms of the lease arrangement; and

WHEREAS, the proposed lease provides for a five (5) year lease term at a cost of \$5,170.00 per month, plus twenty-four percent (24%) of the total utility costs for the Center; and

WHEREAS, at the end of the lease and upon giving at least one hundred and twenty (120) days advanced notice to the County, the proposed lease provides the City an option to purchase for one dollar (\$1.00) buildings one, two and three, as shown on an exhibit to the lease agreement, for use as a senior center and other municipal services; and

WHEREAS, the City Manager recommends approval of the lease agreement.

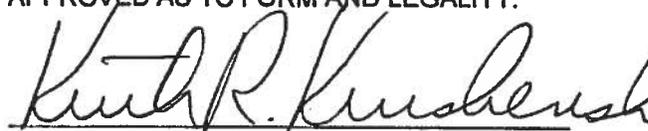
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is approved and the attached Lease Agreement between the City of Oak Ridge and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for a five-year term beginning January 1, 2010 and ending December 31, 2014 for the purpose of operating a senior center is hereby approved.

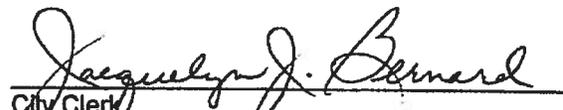
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 14th day of December 2009.

APPROVED AS TO FORM AND LEGALITY:

  
City Attorney

  
Mayor

  
City Clerk

**RESOLUTION**

WHEREAS, by Resolution 12-117-09, City Council approved a lease agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purpose of operating a senior center; and

WHEREAS, the lease agreement provides the City with the option to purchase buildings one, two and three for one dollar (\$1.00) at the end of the five-year lease term for use as a senior center and other municipal services; and

WHEREAS, after evaluating potential locations for a new senior center, City Staff and the Elder Citizens Advisory Board have proposed the City elect at the end of the lease term to exercise the option to purchase buildings one, two and three at the Daniel Arthur Rehabilitation Center and construct a new senior center at that location; and

WHEREAS, the Elder Citizens Advisory Board is in the process of forming a 501(c)(3) organization in order to be ready to raise funds for construction of a new senior center; and

WHEREAS, upon approval by City Council, the Elder Citizens Advisory Board and City Staff will work toward developing a timeline to construct a new senior center, which includes selection of an architectural firm to conduct a needs assessment and develop a conceptual plan, development of design plans for a new senior center, demolition of the existing buildings, and construction of the new senior center while also developing a method for relocating senior citizen services during the demolition and construction phases; and

WHEREAS, the City Manager recommends City Council endorse the plans to move forward with construction of a new senior center at the Daniel Arthur Rehabilitation Center location.

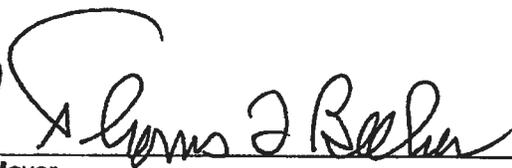
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

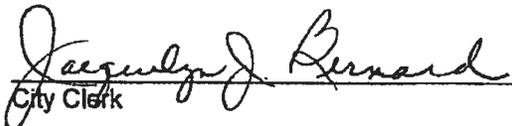
That the recommendation of the City Manager is hereby approved and the Elder Citizens Advisory Board and City Staff are directed to move forward with development of a timeline for construction of a new senior center at the Daniel Arthur Rehabilitation Center location.

This the 14th day of December 2009.

APPROVED AS TO FORM AND LEGALITY:

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

  
\_\_\_\_\_  
Mayor

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

**RESOLUTION**

A RESOLUTION TO APPROVE A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF OAK RIDGE, TENNESSEE, AND ANDERSON COUNTY, TENNESSEE TO LEASE SPACE AT THE DANIEL ARTHUR REHABILITATION CENTER FOR THE PURPOSE OF OPERATING A SENIOR CENTER.

WHEREAS, by Resolution No. 12-118-09 City Council approved a lease agreement between the City and Anderson County to lease space at the Daniel Arthur Rehabilitation Center for the purpose of operating a senior center; and

WHEREAS, said lease agreement was for a five-year term with the City having the option to purchase the property at the conclusion of the lease term for One Dollar (\$1.00); and

WHEREAS, the lease expired on December 31, 2014 and the City did not exercise the option to purchase the property; and

WHEREAS, Anderson County has agreed to a Lease Extension Agreement for an additional two-year period with an option to extend the lease for an additional one-year term; and

WHEREAS, City of Oak Ridge is given the option to purchase the property for One Dollar (\$1.00) at the end of the two-year term; and

WHEREAS, the City Manager recommends approval of the Lease Extension Agreement.

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

That the recommendation of the City Manager is approved and the attached Lease Extension Agreement between the City of Oak Ridge, Tennessee and Anderson County, Tennessee to lease space at the Daniel Arthur Rehabilitation Center for a two-year term beginning June 1, 2015 and ending May 31, 2017 with an option to extend the lease for an additional one-year term and with the City having the option to purchase the property for One Dollar (\$1.00) at the end of the two-year term for the purpose of operating a senior center is hereby approved.

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

This the 11<sup>th</sup> day of May 2015.

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

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

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

## LEASE EXTENSION AGREEMENT

**THIS LEASE EXTENSION AGREEMENT**, made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Anderson County, Tennessee a political subdivision of the State of Tennessee and governmental entity located at 208 Anderson County Courthouse, 100 North Main Street, Clinton, Tennessee (hereinafter, "Lessor") and the City of Oak Ridge, Tennessee, a governmental municipality located at 200 South Tulane Avenue, Oak Ridge, Tennessee, (hereinafter, "Lessee"):

### **WITNESSETH:**

**WHEREAS**, Lessor desires to lease certain office, recreational and meeting space located at 728 Emory Valley Road, for the use and benefit of the Oak Ridge Senior Center, located within a portion of the Daniel Arthur Rehabilitation Center (DARC) Complex, within the corporate limits of the City of Oak Ridge, in the Second Civil District of Anderson County, Tennessee, (hereinafter referred to as "Leased Space") and more particularly described in Exhibit 1 (diagram of the Leased Space) and Exhibit 2 (room square footage, approximately 9,694 sq. ft.) attached hereto and made a part of this lease.

**WHEREAS**, Lessee desires to lease said Leased Space upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the parties, in consideration of the mutual covenants and agreements contained herein do hereby agree as follows:

1. Lessor shall lease to Lessee and Lessee does hereby agree to lease the Leased Space described in Exhibit 1 and Exhibit 2, attached hereto, for the use and benefit of the Oak Ridge Senior Center, located within the DARC Complex on Emory Valley Road.
2. Lessor and Lessee have agreed that the gym, kitchen, bathroom and stage areas, as shown on Exhibit 2, are not to be considered as a part of this lease agreement, but that these areas may be used and scheduled by the Lessee, at no charge to the Lessee, with Lessor to be responsible for maintaining the area.
3. Lessor and Lessee agree that rent paid by Lessee hereunder shall be at a rate of Five Thousand One Hundred Seventy Dollars and no/100 (\$5,170.00) per month for a period of two (2) years.
4. This lease shall commence effective the 1<sup>st</sup> day of June, 2015, through the 31<sup>st</sup> day of May, 2017, for a two (2) year period of time, with the Lessee having the options to renew the lease for an additional one year, or to purchase the property, (hereinafter, "Option Property" as described more particularly in Exhibits 3, 4, 5 & 6 attached hereto) for One Dollar and no/100 (\$1.00) on the 31<sup>st</sup> day of May, 2017. Notice of the intent to purchase the Option Property for this amount, must be provided to the Lessor by the Lessee no later than one hundred and twenty (120) days prior to the expiration of this lease. If Lessee exercises its option to purchase the

Option Property, Lessee agrees that Option Property must be used for a Senior Center, for the use and benefit of all senior citizens, and other municipal services and never as commercial leased space for "For Profit" businesses or sold to other individuals or entities. If Lessee violates this covenant, Option Property will revert automatically to Lessor without legal process. If the option to purchase is exercised at the end of the Lease Term, Lessor agrees that Lessee may raze the existing structure(s) on the Option Property and replace with a new building for the use and benefit senior citizens and other municipal services.

5. Lessee shall be responsible for custodial services, to include interior cleaning and cleaning of windows both interior and exterior, and agrees that it will maintain the leased area in a reasonable state of cleanliness subject to the satisfaction of the Lessor.

6. Lessee shall be responsible for the payment of twenty-four percent (24%) per calendar year of the total utility costs of the complex, billed monthly, with payment to be made within thirty (30) days upon receipt of the invoice.

7. Lessor will maintain the parking and driveway areas. Lessor will maintain all heating and cooling equipment and will repair defective electrical outlets within the leased areas. Providing of light bulbs, ballasts and other similar electrical appliances will be the responsibility of the Lessee. If Lessee exercises its option to purchase Option Property at the end of the Lease Term, the Parties agree to mutually share use and maintenance of all facility parking areas, sidewalks and ingress/egress corridors.

8. Lessee shall provide its own door signs, or other signs. However, all signs shall meet standards set by the Lessor and proposals for signs must be presented to Lessor prior to installation. Any modifications in the Leased Space shall be subject to written approval by the Lessor.

9. Lessee, its agents, employees, guests and invitees are permitted to use the parking area but Lessor shall not be responsible for security in the parking area and shall not be responsible for losses to, or damage to vehicles, or injuries in the parking area.

10. Payment for janitorial services within Leased Space shall be the responsibility of the Lessee. Lessor shall be responsible for all maintenance items for the purpose of maintaining the heat and air conditioning systems.

11. Except as noted herein or as may otherwise be agreed in writing in any addendum to this lease, any alterations, additions or improvements made to the Leased Space, whether with or without consent of the Lessor, shall become the property of the Lessor, and shall remain upon the premises and be surrendered with the premises upon the termination of this lease agreement and any renewals of extension thereof. The Lessor and Lessee agree that any specialized equipment that shall be placed within the Leased Space by the Lessee, and being described as special electronic equipment, computer equipment, or specialized telephones, shall not become the property of the Lessor and shall be trade fixtures and as such be removable by the Lessee at the end of the term of the lease as provided herein; provided, however, that the Lessee shall

make sufficient repairs to the building to return the Leased Space to a reasonable state of repair consistent with the state of the premises as though such equipment had not be installed.

12. Lessor and Lessee agree that the Emory Valley Center shall continue to be permitted the use of the gym facility free of charge, up to, but not exceeding five (5) special events per calendar year, with scheduling to be done by the Oak Ridge Senior Center. Nothing contained herein shall be interpreted to impede Lessor's ability to lease other space within the Option Property during the Lease Term. In the event Lessee exercises its option to purchase Option Property, Lessee agrees to not interfere with the Lessor's use and access of the Dickens Building or the Holiday Bureau Building.

13. Lessor shall have the option on thirty (30) days notice to terminate this lease agreement in the event that Lessee has filed against it, or voluntary files, in either state or federal court any proceeding with respect to insolvency or bankruptcy of the Lessee, or if Lessee materially alters its charitable function or ceases its current operational intent to use the Leased Space as a Senior Center for the use and benefit of all senior citizens.

14. Condemnation proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by the Lessee for the purposes of its business will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee. The effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to that portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for remainder of the lease term shall be reduced proportionately to the area lost. This provision shall not be applicable to condemnation of a portion or all of the parking area. Lessee hereby assigns and transfers to Lessor any claim it may have to compensation for damages as a result of any condemnation.

15. Lessee accepts the Leased Space in "as is" condition. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the conclusion of the lease term, or any renewal or extension thereof, in the same condition as when Lessee took possession, reasonable use and fair wear and tear, and loss by acts of God, including fire and storms, accepted. Upon surrender, Lessee shall remove all business signs placed on the premises by Lessee and shall restore the portion of the premises on which such signs were placed to the same condition as when received.

16. If the premises are totally destroyed, or so substantially damaged as to be untenable by storm, fire, earthquake, or other casualty, this lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. If the premises are damaged but not rendered wholly untenable by any such casualty, rental shall abate as determined by the Lessor and Lessee in proportion as the premises have been damaged, and Lessor shall restore promptly as practicable, whereupon full rent shall recommence.

17. If suit is instituted for the collection of any rental due and owing under this lease, Lessee shall be responsible for reasonable attorney fees in addition to the amount of rent due and owing, and such attorney fees shall become a further part of the indebtedness owed by Lessee to Lessor.

18. Lessor shall, on default with respect to any of the provisions of this lease by Lessee, including payment of the rental as provided herein, provide Lessee written notice of any such breach. Following the date of the written notice, Lessee shall have thirty (30) days to correct such deficiencies. If the condition cannot be corrected with thirty (30) days, Lessee shall have a reasonable time to complete the correction, except that nothing contained herein shall extend the period of time for payment of any delinquent rental due under this agreement.

19. Lessor agrees that Lessee's obligation under this lease shall terminate if the Oak Ridge City Council does not appropriate sufficient funds during its annual budget approval to make payment of the rental as provided herein. Lessee shall notify Lessor of its intent to terminate lease due to valid budgetary constraints no less than ninety (90) days prior to July 1<sup>st</sup> of each year.

20. Lessee agrees that all personal property, trade fixtures and other articles taken upon the demised premises by Lessee, its agents, representatives, employees, invitees or assigns, shall be at the sole risk of Lessee. Lessor shall have no responsibility for the theft of same or any injuries or damages caused by the act of any co-tenant, or agent, employee or invitee of the Lessee herein except for such as may be caused by willful acts of Lessor or Lessor's agents or representatives.

21. Any and all remedies provided Lessor for the enforcement of the provisions of this lease are not exclusive, and Lessor shall be entitled to pursue either the rights set forth in this agreement or remedies authorized by law or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any terms of this lease agreement or in pursuing any legal action for the enforcement of Lessor's rights.

22. Lessor agrees hereunder and represents to Lessee that it is the owner of the property to be leased pursuant to this lease agreement and that the signing of this agreement by Lessor's authorized representative is with full authority to execute same on behalf of Anderson County. The undersigned person signing for Lessee acknowledges that he has full and complete authority to act on behalf of the City of Oak Ridge, and that such lease agreement is, and shall be, binding upon the leasing entity and its assigns and successors in interest.

23. Lessee agrees the Lessor shall not be liable for any damage or injury to Lessee, Lessee's agents, licensees, invitees or contractors or to any person entering the property or the building nor for damage or injury to any person or personal property therein or thereon resulting from any act or omission of Lessee, Lessee's agents, licensees, invitees or contractors, and Lessee agrees to indemnify and save Lessor harmless from all such claims and demands to the extent allowed by law.

24. Lessee will during the said term insure and keep insured the said Leased Space from loss or damage by fire and other casualty, in at least the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00). Lessee shall also obtain premises liability insurance insuring against personal injury or property damage and occurring on or in conjunction with the Leased Space. This premises liability insurance shall be in form satisfactory to Lessor. Lessee will pay all of the premiums necessary for those purposes within 20 days after the same shall come due. If at any time the Lessee shall fail to insure or keep insured as aforesaid, the Lessor may do all things necessary to effect or maintains such insurance, and any monies expended by them for that purpose shall be repayable by the Lessee on demand. Lessee shall provide to Lessor acceptable certificate evidencing insurance of the kind and amount specified herein and shall have Lessor included as an additional named insured on any such insurance.

25. Lessee will keep all Leased Space, in such repair as the same are at the commencement of the said term or may be put in the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only excepted.

26. Lessee shall have non-exclusive use of an access easement for ingress and egress from the premises to Emory Valley Road that is included in this lease. Lessee and Lessor agree that neither will block, restrict nor damage the right of the other or any authorized third parties to the concurrent use of the access easement.

27. In an effort to memorialize the joint partnership and mutual cooperation of Anderson County and the City of Oak Ridge, the Parties hereto agree that the facility shall be named and referred to as the "Anderson County/Oak Ridge Senior Center. Lessor at its option and expense may install appropriate signage designating the facility by said name. Anderson County residents shall be welcome to participate in senior facility functions, programs and events under the same use and terms afforded to Oak Ridge residents.

28. Lessor and Lessee agree that this lease agreement constitutes the entire agreement between the parties hereto and shall not be altered, modified, amended or deleted, except by a document executed in writing signed by the parties hereto, either themselves or through their respective representatives.

IN WITNESS WHEREOF, the parties have executed this lease agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**LESSOR:**

**LESSEE:**

**ANDERSON COUNTY,  
TENNESSEE**

**THE CITY OF OAK RIDGE,  
TENNESSEE**

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

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

Its: County Mayor

Its: \_\_\_\_\_

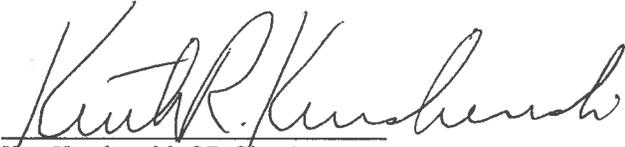
\_\_\_\_\_  
Robert McKamey, Chair, AC Commission

ATTEST:

\_\_\_\_\_  
Jeff Cole, AC County Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
N. Jay Yeager, AC Law Director

  
\_\_\_\_\_  
Ken Krushenski, OR City Attorney

**PUBLIC HEARINGS  
AND  
FIRST READING OF  
ORDINANCES**

## ELECTRIC DEPARTMENT MEMORANDUM

15-06

**DATE:** March 16, 2015  
**TO:** Mark S. Watson, City Manager  
**FROM:** Jack L. Suggs, Electric Director  
**SUBJECT:** REVISIONS TO ELECTRIC RULES AND REGULATIONS ORDINANCE

### Introduction

An item for City Council's consideration is an ordinance replacing Ordinance number 5-11 titled "Rules and Regulations Governing Electric Power Distribution", with an updated version designed to bring Oak Ridge into compliance with TVA's revised Service Practices Policies. One additional change is recommended by staff as described herein.

### Funding

There is no significant funding impact associated with this item.

### Consideration

The Tennessee Valley Authority (TVA) serves as both the power supplier and regulator for Oak Ridge's electric distribution activities. The right of regulation is founded in the Power Services Contract and federal law, including the TVA act.

In the fall of 2014, TVA's Regulatory Compliance Division issued a new set of Service Practices with which TVA's distributors, including Oak Ridge, are required to comply.

With very few exceptions, Oak Ridge was already in compliance with the standards, but a few changes both to our Rules and Regulations Ordinance and some policies are required.

Staff is recommending one change not required by TVA. Under current policy, a residential customer who relocates within the City is required to comply with the new deposit policy and even a good paying customer may be required to pay a deposit. This approach has been very effective in helping reduce bad debt.

Now that the deposit system has been in place for four years, staff believes it may be appropriate to relax this requirement. As such, the proposed ordinance contains language that allows the City Manager to develop a policy under which residential customers with a five year history of good payment can transfer their deposit from one residence to another. We believe the impact will be minimal, but we will keep it under scrutiny.

This provision does not apply to Commercial customers, who, because of the greater financial impact on the rate payers are required to make and keep deposits for most new accounts or increases in load.

All changes proposed have been reviewed and approved by TVA. Should the Council choose to make changes to proposed documents; staff will resubmit those changes for TVA review. It is proposed that TVA review would take place between first and second reading.

CHANGE	RATIONAL
1.5 Posting and Filing	TVA is requiring that these items be available on the web when feasible.
2.3.1a Residential Deposit	Although our current deposit policy meets this requirement, this language addition is required.
2.3.1b Residential Deposit	Clarification only.
2.3.1c Recommended Change	The addition of this paragraph is <u>not</u> required by TVA. See discussion in text.
2.3.1b & 2.3.1c Removal	Moved to other sections
2.3.1d	Clarification.
2.3.3a Adjustments	New language required by TVA.
2.3.3b Adjustment	Clarification of existing policy.
2.3.3c ii Adjustment	Clarification of existing.
2.3.4 Interest	New TVA standard applied.
2.3.5 Refund of Deposits	Clarification.
6.2 Dispute Procedure	Clarification of existing policy with expansions required.
8 Deferred Payment Plan	Clarification of existing policy with expansions required.
9.1 Termination Notice	Allows alternate delivery means of notices <u>if</u> such are mutually agreed upon.
9.2b & 9.2c Termination During Severe Weather or Medical Hardship	Inclusion in ordinance required (Oak Ridge already has acceptable policies).
12 Information to Customers	Addition of language required by TVA.

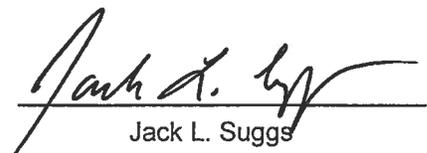
In addition to the changes above, three minor modifications to policies were required. The concerned elimination of minimum deposits for Commercial Customers (was \$200), and very minor modifications to notice language on "friendly reminders" and disconnect notices.

Recommendation

Staff recommends adoption of the ordinance.

Attachment(s)

Markup version of Rules and Regulations Governing Electric Power Distribution  
Rules and Regulations Governing Electric Power Distribution

  
Jack L. Suggs

cc: Marlene Witt, Business Office Manager  
Margaret Elgin, Electric Engineering Division Manager

**City Manager's Comments:**

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

---

Mark S. Watson

---

Date

**CITY OF OAK RIDGE  
OAK RIDGE, TENNESSEE  
RULES AND REGULATIONS  
GOVERNING  
ELECTRIC POWER DISTRIBUTION**

**1 General Provisions**

**1.1 SCOPE**

These rules and regulations and the regularly established rate schedules are a part of all contracts for receiving electric service from the City of Oak Ridge, hereinafter referred to as "Distributor," and apply to all service received, whether the service is based upon contract, agreement, signed application, or otherwise.

**1.2 REVISIONS**

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

**1.3 SEPARABILITY**

If any clause, sentence, paragraph, section or part of these rules and regulations or rate schedules shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of these rules and regulations or rate schedules.

**1.4 CONFLICT**

In case of conflict between any provision of any rate schedule and these Rules and Regulations, the rate schedule shall apply.

**1.5 POSTING AND FILING**

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor and made available through the Distributor's web site or other electronic means when feasible.

**2 Obtaining Electric Service**

**2.1 *Applying for Service***

**2.1.1 APPLICATION FOR SERVICE**

Prospective customers over eighteen (18) years of age, desiring electric service, shall make a formal request for service and may be required to complete an application for service and/or the Distributor's form of contract before service is supplied but, in the absence of a completed application or contract, the use of electricity shall bind the customer by the terms of Distributor's standard form of application for service. The completion of an application for service shall not obligate the Distributor to furnish the service for which application has been made. A prospective customer under eighteen (18) years of age may apply for electric service with a letter from a co-signee (who qualifies as a valid customer under this section of the Rules and Regulations) guaranteeing payment for said utility service.

**2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:**

Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility

service that benefited the prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

### **2.1.3 REQUEST FOR SERVICE:**

Any request for service shall include the following information:

- a) The name of the applicant;
- b) The service address to be supplied electric service and the billing address if different from the service address;
- c) The prior residential address of a prospective residential customer;
- d) The desired date for commencement of electric service;
- e) Name and address of employer if applicable;
- f) Two forms of valid identification for the sole purpose of establishing the identity of the prospective customer, one of which must be a government issued and include a photo;
- g) Evidence that the applicant has the right to effect service at the address, in a form acceptable to the distributor; and
- h) Indication as to whether the applicant or other person(s) will be directly utilizing the service at the service address or the service is to the benefit of a third party.

## **2.2 CONNECTION CHARGES**

Whenever a connection order is issued for the connection of a service, an order for service to a new customer, or service is transferred from one customer's name to another, or service that has been discontinued is reinstated, the Distributor shall charge a nonrefundable connection charge specified in the Distributor's fee schedule to cover the expense of this connection. When more than one utility service is involved in single connection order, not more than one charge will be made. Additional charges may be levied, however, if multiple trips are required to accomplish the connection.

Upon request of the customer, connection charges can be applied to the first bill.

## **2.3 DEPOSITS**

### **2.3.1 Residential**

- a) Deposits for new residential service will be established by Council Resolution. ~~The amount of the deposit shall not exceed twice the average maximum bill of customers in the residential class.~~
- a)b) Deposits ~~and~~for an individual customer may be reduced or eliminated based on a review of the risk of default poised by the persons obtaining or benefiting from the service. The City Manager shall ~~within 30 days of this ordinance~~ develop and maintain a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility Business Office.
- b) ~~All deposits greater than one month's average bill and retained longer than 6 months, shall earn interest at a rate to be specified by TVA from time to time after consultation with Distributors and others. Such earned interest shall be paid, or credited against power bills at least annually.~~

- ~~e) Amount of deposit for residential customers shall be stipulated in the Distributor's fee schedule.~~
- c) The City Manager may develop a policy regarding Residential customers with an acceptable payment history who have been customers of Oak Ridge for a minimum of five years whereby said customers shall not have their deposit requirement re-examined when one account is closed and another account is opened for similar use and purpose (for example, a customer who moves from one residential location to another similar residential location)
- d) Except as provided for in section 2.3.3, residential deposits are not to be refunded or reduced while service is active.

### **2.3.2 Commercial and Industrial**

- a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.
- b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.
- c) Additional deposits shall not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.

### **2.3.3 Adjustment of Deposits**

- a) **Inspection of Deposits:** Any customer shall have the right to review the amount of the deposit on file (including interest) for accounts tied to that customer.
- a)b) **Increasing Deposits:** Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons ~~as determined by where~~ the distributor ~~determines that the customer has a demonstrable increase in risk of default.~~ Notwithstanding the above, the amount of the total deposit shall not exceed twice the average maximum bill of the customer over the previous twenty-four month period. For hardship cases, the distributor may accept installment payments on the deposit increase.
- b)c) **Decreasing Deposits:**
  - i. Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.
  - ii. Commercial customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential

adjustment every twelve months. Such evaluations will be made based on a review of the customer's actual electrical usage in the context of the customer's operations, weather and other factors. The distributor's decision regarding deposit amount will be final.

### **2.3.4 Payment of Interest of Deposits**

All deposits greater than one month's average bill and retained longer than 12 months, shall earn interest at the rate paid by Tennessee Local Government Investment Pool (LGIP). Such earned interest shall be paid, or credited against power bills annually on June 30.

#### **2.3.42.3.5 Refund of Deposits**

Upon termination of service, the deposit (along with any unpaid accredited interest) may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

## **2.4 CUSTOMER AIDE TO CONSTRUCTION**

Provision of electric power distribution facilities is generally provided under the rate base. Under the conditions below, however, additional contribution by the Customer may be required.

### **2.4.1 Unusual System Demands**

In special cases where a customer requests service that requires special facilities, extensions into areas where electric power is not available, or significant additions to the electrical infrastructure which necessitate a substantial investment by the Distributor and the anticipated net revenue from the regular power bill will not, in the Distributor's opinion, fairly support system operation and the investment required to be made by Distributor to serve the customer, the Distributor may require the customer to contribute to the construction through either:

- a) a minimum bill contract to support the investment required; or,
- b) customer installation of some portion of the facilities; or,
- c) a contribution toward the cost of installation.

Customer contributions may or may not be refundable, based upon the length of the contract term and/or the relationship of cost of the additional facilities to the annual gross revenue from the customer.

### **2.4.2 Underground Service**

Customers desiring underground service lines from Distributor's overhead system must make construction contributions that include trenching, the installation of all conduits, vaults, commercial transformer pads and other such equipment. Specifications and terms for such construction will be furnished by Distributor on request.

### **2.4.3 Non-Standard Service**

Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, for duplicate feeds (including the cost of circuitry and the cost of substation reserve capacity) or for the supply of closer voltage regulations than required by standard practice.

### **2.4.4 Failure to Take Service**

If for any reason the customer, after signing a contract or application for electric service, does not take service the customer shall reimburse Distributor for the cost incurred by Distributor to provide service.

## **2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE**

Customers requesting electric service on a temporary basis may be required to pay all costs, as determined by the Distributor, for connection and disconnection incidental to the supplying and removing of service in addition to the regular charge for electricity used. This rule includes but is not limited to circuses, carnivals, fairs, temporary construction, and requirements. Standard fees for various types of temporary services, as well as the temporary service policy are available at Distributor's principal offices.

## **3 Conditions of Distributor Supplied Power**

### **3.1 AVAILABLE VOLTAGES**

The voltages available from the Distributor are affected both by the load required and by the location of the customer. Generally, the Distributor will endeavor to make the following voltage/phase combinations available:

#### Overhead Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
240 volt 3 wire Delta	20-1500 KW
480 volt 3 wire Delta (Existing Only)	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW
69,000 volt 3 wire Wye	1000-1500 KW

Note: Underground service drops and pad-mounted transformers may be required for some loads even in overhead areas.

#### Underground Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW

13,200 Y/7620 volt 3 phase 4 wire 500-1500 KW

Voltages indicated are nominal and do not reflect the exact voltage supplied. Additional voltages, or voltages at load levels other than indicated, will be supplied when possible, but may require financial contribution on the part of the customer. The distributor reserves the right to provide service at only primary or higher voltages and/or to provide delivery points remote from the point of electrical consumption under specific conditions; including electrical loads greater than those listed above or where access to the distributor's equipment would be unduly limited.

### **3.2 INTERRUPTION OF SERVICE**

#### **3.2.1 Consistency of Service**

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

#### **3.2.2 System Maintenance and Repair**

In connection with the operation, maintenance, repair and extension of the Distributor's electric system, the electric supply may be shut off without notice when necessary or desirable, and each customer should be prepared for such emergencies. The Distributor shall not be held liable for any damages from such interruption of service or for damages from the resumption of service without notice after such interruption.

### **3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS**

The Distributor shall not be liable for personal injuries or for any damage to a customer's equipment or property which may be caused by high voltage, by low voltage, loss of one or more phases in a multiphase system or by fluctuations in voltage or current on the Distributor's lines. The Customer shall be responsible for protecting his service from current and voltage fluctuations by installing fuses, circuit breakers, loss of phase protection relays, and other standard protective devices.

### **3.4 RESTRICTIONS ON USE OF ELECTRICITY**

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which the customer may make use of electricity and the uses which the customer may make of electricity. If such actions become necessary, the customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare.

If the customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of excess use of electricity. The provisions of the section entitled "Interruption of Service" of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

### **3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR**

#### **3.5.1 Violation of Rules**

Distributor may refuse to connect or may discontinue service for a violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or false information on the application of the customer or as otherwise specified in the contract with customer.

#### **3.5.2 Interference with the Electric System**

Distributor may immediately disconnect and refuse to reconnect any service where evidence exists that the customer's load is interfering with the normal operation of the electric system from factors including, but not limited to harmonics, flicker, load factor or excessive demand.

#### **3.5.3 Theft of Electricity**

Distributor may discontinue service to customer for the theft of current or the appearance of current theft devices on the premises of the customer.

#### **3.5.4 Conditions Deemed Unsafe**

Distributor may discontinue service immediately and without notice upon discovery of any condition which, in the opinion of the distributor, represents a reasonable and immediate threat to persons or property. Such conditions include frayed or damaged wiring, damaged weather heads for overhead service, heating conductors observed or reported by a reputable party or any other such condition that could reasonably be expected to pose a threat to either the public or distributor personnel. Service will be restored only after approval by the electrical inspection authority having jurisdiction. Failure to disconnect shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises

#### **3.5.5 Inadvertent Provision of Service**

If the Distributor should inadvertently or by mistake begin to render service to an applicant to whom the Distributor has good and valid reason for refusing to render such service, the Distributor shall have the right to discontinue such service at any time after service has begun, even though such customer does nothing to justify the discontinuance of service during the time such service is being rendered.

#### **3.5.6 No Release of Obligation**

The discontinuance of service by Distributor for any cause as stated in this rule does not release the customer from his obligation to Distributor for the payment of minimum bill as specified in customer's application for service or other provisions of any contract between the customer and the Distributor.

### **3.6 DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE**

Distributor shall not be liable for any loss or damage resulting from failure to cut off service after proper notification. Customer shall rely exclusively on privately owned disconnect switches rather than on the Distributor's cutting off of service.

### **3.7 METERING OF ELECTRIC USE**

#### **3.7.1 METER INSTALLATIONS**

The Distributor will install and maintain adequate metering facilities to measure the electric power used in accordance with the appropriate rate schedule. All meters, bases, connection boxes, and devices supplied by the Distributor remain its property and will be sealed by the Distributor for the proper protection of its metering equipment. Meters installed shall be readily accessible to the Distributor's representatives for meter reading, testing, and maintenance and shall not be enclosed in areas where free and open access is not available. Meters will not be located where they may be subject to damage or severe vibrations. Meters will not be located less than four (4) feet or more than six (6) feet from the ground.

#### **3.7.2 Meter Tampering**

No one shall do anything, which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on an electric meter without the written permission of the Distributor. No one shall install any wires or other devices, which will cause electricity to pass through or around a meter without the passage of such electricity being registered fully by the meter.

#### **3.7.3 Meter Seals**

Except as provided in this paragraph, no one shall tamper with or remove an electric meter seal except for employees of the Distributor. Where seals are found to be open or cut, the Distributor shall conduct an evaluation of the meter installation for safety reasons, and investigate for possible theft of electric power. The customer shall be charged a fee for these inspections as specified in the Distributor's rate schedule. Exception: Under certain conditions and on a case by case basis, the Distributor may grant a properly licensed electrician permission to remove a meter seal for the purpose of making electrical repairs.

#### **3.7.4 Meter Tests**

The Distributor will at its own expense make periodic tests and inspections of its meters to maintain a high standard of accuracy. The Distributor will make additional test or inspections of its meters at the request of the customer. If test made at customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the customer's bill and a testing charge established in the Distributor's fee schedule will be made to the customer. In the case where the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment may be made in the customer's bill for a period of not over thirty (30) days prior to the date of the test, and the cost of making the test shall be borne by the Distributor. (Ord. No. 29-82, 9/7/82)

## **4 Customer Responsibilities and Obligations**

### **4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS**

Where the Distributor furnishes electric service to a customer, such customer shall be responsible to the Distributor for all violations of the Rules and Regulations and Rate Schedules of the Distributor, whether violations occur on the premises served or in connection with such service. Personal participation by the customer in any such violations shall not be necessary to impose such personal responsibility on the customer.

#### **4.2 POINT OF DELIVERY**

The point of delivery is the point, as designated by Distributor, on customer's premises where current is to be delivered to building or premises. Normally, for commercial and residential overhead installations, the point of delivery is the weatherhead. For residential underground, the point of delivery is normally the meter base (except for ~~downrun~~ ~~down-~~ ~~run~~ conduit). For commercial or multifamily underground, the point of delivery is normally the secondary terminal of the transformer. Where voltage is delivered at a primary voltage, the point of delivery is the meter point. All wiring and equipment beyond this point of delivery shall be maintained by the customer, unless such maintenance is the responsibility of the owner of the premises occupied by the customer.

#### **4.3 NOTICE OF TROUBLE**

Customer shall notify the Distributor immediately should the service be unsatisfactory for any reason, or should there be defect, trouble, or accident affecting the supply of electricity.

#### **4.4 CUSTOMER'S WIRING**

All wiring of customer, or of the owner of the premises occupied by the customer, must conform to Distributor's requirements and accepted modern standards as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards and to discontinue service to customer until such deficiency has been corrected. Inspection or failure to inspect or failure to reject after inspection shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises.

The Distributor will discontinue service immediately to any premises which, in the sole opinion of the Distributor, is unsafe or unsuitable for service delivery.

#### **4.5 POWER FACTOR**

Each commercial and industrial customer is required to maintain a minimum power factor of at least eighty-five percent (85%) but not more than one hundred percent (100%) and to provide at his expense such devices as are necessary to provide such a power factor. Power factors of commercial or industrial customers may be monitored through periodic checks of constant metering. After Distributor makes an initial determination of a power factor problem, a period of ninety (90) days will be allowed for installation of capacitors or other devices to correct for power factors. After such period, the customer shall pay charges for power factors as specified in the rate structure.

#### **4.6 UNBALANCED LOADS**

Every precaution shall be taken by the customer to maintain load balance on customer's single and three phase circuits. No load will be allowed on the Distributor's service conductors, which will create a seriously unbalanced condition.

#### **4.7 NOTICE OF ADDITIONAL LOAD**

The service connection, transformers, meters, and equipment supplied by Distributor for each customer have definite capacity, and no addition to the equipment or load connected

thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render customer liable for any damage to any Distributor's lines or equipment caused by the additional or changed load.

#### **4.8 EFFECT ON THE ELECTRIC SYSTEM**

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require customer, at his own expense, to install suitable apparatus, which will reasonably limit such fluctuations.

#### **4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY**

No person shall operate any of the Distributor's switches or equipment without permission or authority from the Distributor.

#### **4.10 ACCESS TO CUSTOMER'S PREMISES**

The Distributor's identified representatives and employees shall be granted access to customer's premises at all reasonable times for the purpose of reading meters, for testing, inspecting, repairing and replacing all equipment belonging to the Distributor and for inspecting customer's wiring, appliances and premises in order to determine whether or not the customer is complying with the Distributor's Rules and Regulations. Provision of appropriate real estate rights at no cost to the Distributor for the installation and operation of electrical lines to the customer is considered a condition of service.

#### **4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY**

Customer, or owner of the premises occupied by customer, shall provide a space for and exercise proper care to protect the property of the Distributor on the premises; and in the event of loss or damage to the Distributor's property arising from neglect of customer to care for same, the cost of necessary repairs or replacements, as determined by the Distributor, shall be paid by the customer.

#### **4.12 STANDBY AND RESALE SERVICE**

All purchased electricity (other than emergency or standby service) used on the premises of the customer shall be supplied exclusively by the Distributor and the customer shall not directly or indirectly sell (or otherwise charge) or otherwise dispose of the electric energy or any part thereof.

### **5 Electric Rates and Billing**

#### **5.1 RATES AND CHANGES**

All electricity furnished by the Distributor shall be charged at the applicable rate in effect at the time. The Distributor shall not be obligated to consider a request for an adjustment of any bill unless, within ninety (90) days after the questioned bill is paid, the customer files with the Distributor a written objection to said bill specifying the basis for desired adjustment.

#### **5.2 BILLING ADJUSTED TO STANDARD PERIODS**

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In case of the first billing of new accounts (temporary service and seasonal customers excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the

energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

### **5.3 BILLINGS**

The Distributor elects a standard net payment period of fifteen (15) days for all classes of service after the date of the bill. —However, the City Manager is authorized to provide an extension of the discount date, not to exceed five days, when in the best interest of the utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

The Distributor establishes for any class of service a late payment charge of five percent (5%) for any portion of bill not paid after the net payment period. Should the final date of payment of bill at the net rate fall on a Sunday or holiday, the next business day following the final date will be the last day to obtain the net rate. Remittance of net rate payment received by mail after the time limit for payment of said net rate will be accepted by the Distributor if the incoming envelope bears the United States Post Office date stamp of the final date for payment of the net amount or any date prior thereto.

Failure to receive bill shall not release customer from payment obligation, nor extend the discount date. No customer shall be entitled to pay any bill at the net rate while such customer is delinquent in the payment of any obligation in connection with electric service owed the Distributor by such customer.

If a meter fails to register, or if a meter is removed to be tested or repaired, or if electricity is received other than through a meter, the Distributor reserves the right to render an estimated bill based on the best information available.

### **5.4 UTILITY BILL**

A residential utility bill shall be mailed monthly to every residential customer for utility service supplied during the time period shown on the utility bill. Each utility bill shall contain the following information:

- a) The time period and number of days of utility service covered by the utility bill;
- b) The utility charge and/or installment due;
- c) The date of the utility bill;
- d) The date when complete payment is due at the utility, which shall be at least fifteen (15) days from the date of the utility bill;
- e) An indication if the utility bill is based on actual or estimated measurement of the amount of utility service supplied;
- f) Notice that residential customers may call the Utilities Business Office, whose telephone number shall be listed on the utility bill, in order to:
  - Dispute the amount of the utility charge and/or installment;
  - Request the establishment of a deferred payment and execute same in writing;
  - Avoid the termination of utility service for non-payment of the amount(s) shown on the utility bill;
  - Request the restoration of utility service.

## **5.5 RESIDENTIAL CUSTOMER INFORMATION**

The Distributor shall provide information on the following upon request:

- a) The availability and operation of deferred payment plan;
- b) The procedure to dispute a utility charge and/or an installment;
- c) The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;
- d) The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
- e) The procedure to obtain reinstatement of utility service.

## **6 Residential Customer Disputes**

### **6.1 GENERAL APPLICABILITY**

At anytime prior to date of termination of utility service for non-payment of the amount(s) shown on a utility bill, a notice of rejection or a notice of termination, a residential customer may dispute the correctness of all or part of the amount(s) shown in accordance with the provisions of this standard. A residential customer shall not be entitled to dispute the correctness of all or part of the amount(s) if all or part of the amount(s) was (were) the subject of a previous dispute.

### **6.2 DISPUTE PROCEDURE**

~~The City has developed a process for customer disputes and the stipulations are outlined in the Business Office Operation Procedures and Policies.~~

The City Manager shall develop and have available for inspection at the Business Office a written policy and procedure for disputed amounts. The procedure will include the opportunity for a customer to state their objections to the billing and to receive due consideration and receive a written response which delineates the findings and reasoning of the City.

## **7 Residential Rental Property**

### **7.1 GENERAL**

A residential customer who is the owner of residential rental property housing one or more tenants who are not residential customers of the Distributor for utility service to the dwelling in which such tenant is housed, shall provide the following when requesting termination of utility service to such dwelling:

- a) Name of all tenants residing in such dwelling where service is to be terminated; and
- b) Mailing address of all such tenants.

### **7.2 NOTICE BY PROPERTY OWNER**

The residential customer shall in addition thereto give such tenants written notice that utility service is to be terminated for the dwelling in which said tenants reside.

### **7.3 NOTICE BY DISTRIBUTOR**

The notice shall include the date such service is to be terminated. Provisions hereafter requiring the Distributor to notify the tenants of such dwelling shall not relieve the residential customer from giving notice herein required.

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

- a) Landlords name, address and telephone number;
- b) Address of utility service that is to be terminated;
- c) Date of utility service(s) disconnection;
- d) Advisement to the tenant(s) on what procedures are necessary to avoid termination of utility service(s); and
- e) The Distributor's office location, hours of operation and telephone number.

## **8 Deferred Payment Plan**

~~The City has developed a process for customer's to make a deferred payment plan and the stipulations are outlined in the Business Office Operation Procedures and Policies.~~

The City Manager shall develop and have available for inspection at the Business Office a written policy allowing for differed payment of residential accounts. The policy shall be specific in the requirements and qualifications for residential customers and provide for written acceptance of the plans by the customer.

## **9 Service Termination Procedure for Non-Payment**

The provision of this section shall govern all terminations of utility service for non-payment of utility charges and/or installments.

### **9.1 TERMINATION NOTICE REQUIRED**

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, ~~deliver through a mutually agreed electronic means (such as text messages, email, or other)~~, or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

#### **9.1.1 The notice contents**

- a) The date of the notice of termination.
- b) The amount to be paid.
- c) The date of termination, which shall be at least five (5) days from the date of the notice of termination.
- d) Notice that unless the Distributor receives complete payment of the amount shown prior to the date of termination, utility service shall be terminated under item seven (7) of this section.
- e) Notice that in lieu of paying the amount shown, an eligible residential customer, prior to the date of termination, may request the establishment of a deferred payment plan.
- f) Notice that in lieu of paying the entire amount shown a residential customer, prior to the date of termination, may notify the utility that he disputed the correctness of all or

part of the amount shown, if all or part of the amount shown was not the subject of a previous dispute under section 24.

### **9.1.2 Customer Response to Notice**

If the Distributor receives payment of the entire amount shown on the notice of termination prior to the date of termination, such payment shall be considered a timely and complete payment for purposes of this standard.

The Distributor shall terminate utility service to the residential customer on the date of termination if, prior to the date of termination: 1) The Distributor has not received complete payment of the amount shown on the notice of termination; 2) The residential customer has not requested the establishment of a deferred payment plan; and 3) The residential customer has not notified the Distributor that he/she disputes the correctness of all or part of the amount shown on the notice of termination.

## **9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE**

- a) The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.
- b) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to service termination during severe weather, including specifically severe heat or severe cold. The policy shall provide that postponement not extend beyond the period during which extreme weather exists or is forecasted to exist.
- c) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to termination of service due to non-payment in cases of a documented medical hardship. The policy shall specify acceptable documentation accepted as evidence of medical hardship, provide for periodic review and renewal of such documentation and provide that a written notice of pending termination be delivered at least twenty-four hours, which must include one full business day, prior to disconnection to allow for the customer to resolve the billing delinquencies or to make other arrangements for housing or medical care. Delay of termination for medical hardship shall not exceed three days, except for circumstances described in sections a) and b) above.
- b)d) Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

## **9.3 REINSTATEMENT OF UTILITY SERVICES**

In the event of termination of utility service in accordance with the provisions of this standard, the Distributor shall reinstate utility service to the residential customer within twenty-four (24) hours of the utility's receipt of the complete payment of the amount whose non-payment prompted the termination along with such fees as are specified below for reconnection. Such payment shall not be considered a timely payment for purposes of this standard.

## **10 Reconnection of Electric Power**

### **10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)**

Whenever service has been discontinued by Distributor as provided previously, a service charge specified in the Distributor's fee schedule will be assessed and collected in addition to any delinquent balance due before service is restored to the customer. When Distributor makes a call to disconnect service and if for any reason does not disconnect service, a charge-specified in the Distributor's fee schedule will be made.— Different charges will be established for residential and commercial accounts and higher charges will be established and collected when connections and reconnections are performed after normal hours or when special circumstances warrant. The Distributor shall have the authority to waive this connection charge in any case where such waiver is to the best interest of the Distributor.

### **10.2 CONNECTION AND RECONNECTION CHARGES**

Whenever a customer requests that power be disconnected for routine maintenance or scheduled work, the Distributor will provide such services when practical during normal business hours for no charge. Such work done after the Distributor's normal operating hours, or scheduled in such a way that they are not completed in normal operating hours will only be conducted at the full cost of the requesting party; providing however, that there shall be no charge in the event of connection in relation to emergency disconnections and connections.

## **11 Termination of Service by Customer**

Customers who have fulfilled their contract term and wish to discontinue service must give Distributor at least-ten (10) days written notice to that effect, unless their contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under contract or applicable rate schedule.

## **12 Information to Customers**

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request. **Such items shall also be available through electronic means, including the distributor's web page if feasible.**

Distributor, as it determines appropriate, shall utilize channels such as mail, annual report, newspaper, radio, public meetings and agendas thereto and utility bill to inform customers about rates and service policies.

**All retail rate actions initiated by Distributor shall be conducted at a public hearing meeting of the City Council, announced in accordance with Tennessee State Law. The agenda for the meeting must be available to the public for inspection or via the City of Oak Ridge Website. Further, the agenda, including pending rate actions must be provided to media outlets prior to the meeting.**

Distributor, on request by the customer of record, shall provide a statement of the monthly consumption for the prior twelve (12) months if it is reasonably ascertainable. A non-customer requesting a statement of a particular account shall be required to pay the cost incurred by the Distributor to provide the statement, as established in the fee structure.

**13 City Manager Authorized to Execute Power Contracts**

A written contract between the Distributor and Customer shall be required in all instances where a customer's demand for electric power exceeds fifty (50) kilowatts. The City Manager or his specifically authorized representative shall be authorized to enter into and execute such contracts on behalf of the Distributor. The provisions of such contract shall be in accordance with these rules and regulations, applicable rate schedules, and all actions of Council regarding the provision of electrical power and service.

TITLE

AN ORDINANCE TO REPEAL ORDINANCE NO. 05-11 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

WHEREAS, the City of Oak Ridge presently has rules and regulations governing distribution of electric power within the City of Oak Ridge; and

WHEREAS, the City desires to make changes to the present rules and regulations; and

WHEREAS, said changes are designed to bring Oak Ridge into compliance with TVA's Service Practices Policies; and

WHEREAS, the new rules and regulations are recommended for adoption by City Council.

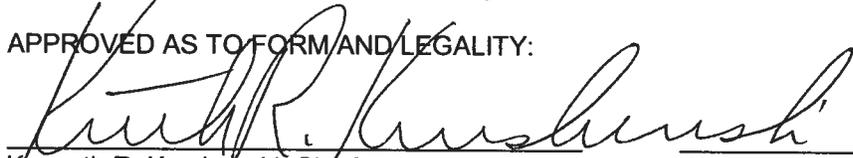
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Ordinance No. 05-11 which adopted and established the Rules and Regulations Governing Electric Power Distribution within the City of Oak Ridge is hereby repealed.

Section 2. There is hereby adopted and established Rules and Regulations Governing Electric Power Distribution within the City of Oak Ridge, which rules and regulations are attached hereto and incorporated herein as fully as if set forth verbatim.

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:

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

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

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

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

**CITY OF OAK RIDGE  
OAK RIDGE, TENNESSEE  
RULES AND REGULATIONS  
GOVERNING  
ELECTRIC POWER DISTRIBUTION**

**1 General Provisions**

**1.1 SCOPE**

These rules and regulations and the regularly established rate schedules are a part of all contracts for receiving electric service from the City of Oak Ridge, hereinafter referred to as "Distributor," and apply to all service received, whether the service is based upon contract, agreement, signed application, or otherwise.

**1.2 REVISIONS**

These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time. Such changes, when effective, shall have the same force as the present rules and regulations.

**1.3 SEPARABILITY**

If any clause, sentence, paragraph, section or part of these rules and regulations or rate schedules shall be declared invalid or unconstitutional, it shall not affect the validity of the remaining parts of these rules and regulations or rate schedules.

**1.4 CONFLICT**

In case of conflict between any provision of any rate schedule and these Rules and Regulations, the rate schedule shall apply.

**1.5 POSTING AND FILING**

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor and made available through the Distributor's web site or other electronic means when feasible.

**2 Obtaining Electric Service**

**2.1 *Applying for Service***

**2.1.1 APPLICATION FOR SERVICE**

Prospective customers over eighteen (18) years of age, desiring electric service, shall make a formal request for service and may be required to complete an application for service and/or the Distributor's form of contract before service is supplied but, in the absence of a completed application or contract, the use of electricity shall bind the customer by the terms of Distributor's standard form of application for service. The completion of an application for service shall not obligate the Distributor to furnish the service for which application has been made. A prospective customer under eighteen (18) years of age may apply for electric service with a letter from a co-signee (who qualifies as a valid customer under this section of the Rules and Regulations) guaranteeing payment for said utility service.

**2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:**

Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility

service that benefited the prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

### **2.1.3 REQUEST FOR SERVICE:**

Any request for service shall include the following information:

- a) The name of the applicant;
- b) The service address to be supplied electric service and the billing address if different from the service address;
- c) The prior residential address of a prospective residential customer;
- d) The desired date for commencement of electric service;
- e) Name and address of employer if applicable;
- f) Two forms of valid identification for the sole purpose of establishing the identity of the prospective customer, one of which must be a government issued and include a photo;
- g) Evidence that the applicant has the right to effect service at the address, in a form acceptable to the distributor; and
- h) Indication as to whether the applicant or other person(s) will be directly utilizing the service at the service address or the service is to the benefit of a third party.

## **2.2 CONNECTION CHARGES**

Whenever a connection order is issued for the connection of a service, an order for service to a new customer, or service is transferred from one customer's name to another, or service that has been discontinued is reinstated, the Distributor shall charge a nonrefundable connection charge specified in the Distributor's fee schedule to cover the expense of this connection. When more than one utility service is involved in single connection order, not more than one charge will be made. Additional charges may be levied, however, if multiple trips are required to accomplish the connection.

Upon request of the customer, connection charges can be applied to the first bill.

## **2.3 DEPOSITS**

### **2.3.1 Residential**

- a) Deposits for new residential service will be established by Council Resolution. The amount of the deposit shall not exceed twice the average maximum bill of customers in the residential class.
- b) Deposits for an individual customer may be reduced or eliminated based on a review of the risk of default poised by the persons obtaining or benefiting from the service. The City Manager shall develop and maintain a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility Business Office.
- c) The City Manager may develop a policy regarding Residential customers with an acceptable payment history who have been customers of Oak Ridge for a minimum of five years whereby said customers shall not have their deposit requirement re-examined when one account is closed and another account is

opened for similar use and purpose (for example, a customer who moves from one residential location to another similar residential location)

- d) Except as provided for in section 2.3.3, residential deposits are not to be refunded or reduced while service is active.

### **2.3.2 Commercial and Industrial**

- a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.
- b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.
- c) Additional deposits shall not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.

### **2.3.3 Adjustment of Deposits**

- a) Inspection of Deposits: Any customer shall have the right to review the amount of the deposit on file (including interest) for accounts tied to that customer.
- b) Increasing Deposits: Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons where the distributor determines that the customer has a demonstrable increase in risk of default. Notwithstanding the above, the amount of the total deposit shall not exceed twice the average maximum bill of the customer over the previous twenty-four month period. For hardship cases, the distributor may accept installment payments on the deposit increase.
- c) Decreasing Deposits:
  - i. Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.
  - ii. Commercial customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twelve months. Such evaluations will be made based on a review of the customer's actual electrical usage in the context of the customer's operations, weather and other factors. The distributor's decision regarding deposit amount will be final.

### **2.3.4 Payment of Interest of Deposits**

All deposits greater than one month's average bill and retained longer than 12 months, shall earn interest at the rate paid by Tennessee Local Government Investment Pool (LGIP). Such earned interest shall be paid, or credited against power bills annually on June 30.

### **2.3.5 Refund of Deposits**

Upon termination of service, the deposit (along with any unpaid accredited interest) may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

## **2.4 CUSTOMER AIDE TO CONSTRUCTION**

Provision of electric power distribution facilities is generally provided under the rate base. Under the conditions below, however, additional contribution by the Customer may be required.

### **2.4.1 Unusual System Demands**

In special cases where a customer requests service that requires special facilities, extensions into areas where electric power is not available, or significant additions to the electrical infrastructure which necessitate a substantial investment by the Distributor and the anticipated net revenue from the regular power bill will not, in the Distributor's opinion, fairly support system operation and the investment required to be made by Distributor to serve the customer, the Distributor may require the customer to contribute to the construction through either:

- a) a minimum bill contract to support the investment required; or,
- b) customer installation of some portion of the facilities; or,
- c) a contribution toward the cost of installation.

Customer contributions may or may not be refundable, based upon the length of the contract term and/or the relationship of cost of the additional facilities to the annual gross revenue from the customer.

### **2.4.2 Underground Service**

Customers desiring underground service lines from Distributor's overhead system must make construction contributions that include trenching, the installation of all conduits, vaults, commercial transformer pads and other such equipment. Specifications and terms for such construction will be furnished by Distributor on request.

### **2.4.3 Non-Standard Service**

Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, for duplicate feeds (including the cost of circuitry and the cost of substation reserve capacity) or for the supply of closer voltage regulations than required by standard practice.

#### **2.4.4 Failure to Take Service**

If for any reason the customer, after signing a contract or application for electric service, does not take service the customer shall reimburse Distributor for the cost incurred by Distributor to provide service.

### **2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE**

Customers requesting electric service on a temporary basis may be required to pay all costs, as determined by the Distributor, for connection and disconnection incidental to the supplying and removing of service in addition to the regular charge for electricity used. This rule includes but is not limited to circuses, carnivals, fairs, temporary construction, and requirements. Standard fees for various types of temporary services, as well as the temporary service policy are available at Distributor's principal offices.

## **3 Conditions of Distributor Supplied Power**

### **3.1 AVAILABLE VOLTAGES**

The voltages available from the Distributor are affected both by the load required and by the location of the customer. Generally, the Distributor will endeavor to make the following voltage/phase combinations available:

#### Overhead Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
240 volt 3 wire Delta	20-1500 KW
480 volt 3 wire Delta (Existing Only)	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW
69,000 volt 3 wire Wye	1000-1500 KW

Note: Underground service drops and pad-mounted transformers may be required for some loads even in overhead areas.

#### Underground Area:

120/ 240 volt 1 phase 3 wire	0 to 150 KW
208Y/120 volt 3 phase 4 wire	20-1500 KW
480Y/277 volt 3 phase 4 wire	20-1500 KW
13,200 Y/7620 volt 3 phase 4 wire	500-1500 KW

Voltages indicated are nominal and do not reflect the exact voltage supplied. Additional voltages, or voltages at load levels other than indicated, will be supplied when possible, but may require financial contribution on the part of the customer. The distributor reserves the right to provide service at only primary or higher voltages and/or to provide delivery points remote from the point of electrical consumption under specific conditions; including

electrical loads greater than those listed above or where access to the distributor's equipment would be unduly limited.

### **3.2 INTERRUPTION OF SERVICE**

#### **3.2.1 Consistency of Service**

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

#### **3.2.2 System Maintenance and Repair**

In connection with the operation, maintenance, repair and extension of the Distributor's electric system, the electric supply may be shut off without notice when necessary or desirable, and each customer should be prepared for such emergencies. The Distributor shall not be held liable for any damages from such interruption of service or for damages from the resumption of service without notice after such interruption.

### **3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS**

The Distributor shall not be liable for personal injuries or for any damage to a customer's equipment or property which may be caused by high voltage, by low voltage, loss of one or more phases in a multiphase system or by fluctuations in voltage or current on the Distributor's lines. The Customer shall be responsible for protecting his service from current and voltage fluctuations by installing fuses, circuit breakers, loss of phase protection relays, and other standard protective devices.

### **3.4 RESTRICTIONS ON USE OF ELECTRICITY**

In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by customer and/or may otherwise restrict the time during which the customer may make use of electricity and the uses which the customer may make of electricity. If such actions become necessary, the customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety, and welfare.

If the customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of excess use of electricity. The provisions of the section entitled "Interruption of Service" of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.

### **3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR**

#### **3.5.1 Violation of Rules**

Distributor may refuse to connect or may discontinue service for a violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or false information on the application of the customer or as otherwise specified in the contract with customer.

### **3.5.2 Interference with the Electric System**

Distributor may immediately disconnect and refuse to reconnect any service where evidence exists that the customer's load is interfering with the normal operation of the electric system from factors including, but not limited to harmonics, flicker, load factor or excessive demand.

### **3.5.3 Theft of Electricity**

Distributor may discontinue service to customer for the theft of current or the appearance of current theft devices on the premises of the customer.

### **3.5.4 Conditions Deemed Unsafe**

Distributor may discontinue service immediately and without notice upon discovery of any condition which, in the opinion of the distributor, represents a reasonable and immediate threat to persons or property. Such conditions include frayed or damaged wiring, damaged weather heads for overhead service, heating conductors observed or reported by a reputable party or any other such condition that could reasonably be expected to pose a threat to either the public or distributor personnel. Service will be restored only after approval by the electrical inspection authority having jurisdiction. Failure to disconnect shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises

### **3.5.5 Inadvertent Provision of Service**

If the Distributor should inadvertently or by mistake begin to render service to an applicant to whom the Distributor has good and valid reason for refusing to render such service, the Distributor shall have the right to discontinue such service at any time after service has begun, even though such customer does nothing to justify the discontinuance of service during the time such service is being rendered.

### **3.5.6 No Release of Obligation**

The discontinuance of service by Distributor for any cause as stated in this rule does not release the customer from his obligation to Distributor for the payment of minimum bill as specified in customer's application for service or other provisions of any contract between the customer and the Distributor.

## **3.6 *DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE***

Distributor shall not be liable for any loss or damage resulting from failure to cut off service after proper notification. Customer shall rely exclusively on privately owned disconnect switches rather than on the Distributor's cutting off of service.

## **3.7 *METERING OF ELECTRIC USE***

### **3.7.1 METER INSTALLATIONS**

The Distributor will install and maintain adequate metering facilities to measure the electric power used in accordance with the appropriate rate schedule. All meters, bases, connection boxes, and devices supplied by the Distributor remain its property and will be sealed by the Distributor for the proper protection of its metering equipment. Meters installed shall be readily accessible to the Distributor's representatives for meter reading, testing, and maintenance and shall not be enclosed in areas where free and open access is not available. Meters will not be located where they may be subject to

damage or severe vibrations. Meters will not be located less than four (4) feet or more than six (6) feet from the ground.

### **3.7.2 Meter Tampering**

No one shall do anything, which will in any way interfere with or prevent the proper registration of a meter. No one shall tamper with or work on an electric meter without the written permission of the Distributor. No one shall install any wires or other devices, which will cause electricity to pass through or around a meter without the passage of such electricity being registered fully by the meter.

### **3.7.3 Meter Seals**

Except as provided in this paragraph, no one shall tamper with or remove an electric meter seal except for employees of the Distributor. Where seals are found to be open or cut, the Distributor shall conduct an evaluation of the meter installation for safety reasons, and investigate for possible theft of electric power. The customer shall be charged a fee for these inspections as specified in the Distributor's rate schedule. Exception: Under certain conditions and on a case by case basis, the Distributor may grant a properly licensed electrician permission to remove a meter seal for the purpose of making electrical repairs.

### **3.7.4 Meter Tests**

The Distributor will at its own expense make periodic tests and inspections of its meters to maintain a high standard of accuracy. The Distributor will make additional test or inspections of its meters at the request of the customer. If test made at customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the customer's bill and a testing charge established in the Distributor's fee schedule will be made to the customer. In the case where the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment may be made in the customer's bill for a period of not over thirty (30) days prior to the date of the test, and the cost of making the test shall be borne by the Distributor. (Ord. No. 29-82, 9/7/82)

## **4 Customer Responsibilities and Obligations**

### **4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS**

Where the Distributor furnishes electric service to a customer, such customer shall be responsible to the Distributor for all violations of the Rules and Regulations and Rate Schedules of the Distributor, whether violations occur on the premises served or in connection with such service. Personal participation by the customer in any such violations shall not be necessary to impose such personal responsibility on the customer.

### **4.2 POINT OF DELIVERY**

The point of delivery is the point, as designated by Distributor, on customer's premises where current is to be delivered to building or premises. Normally, for commercial and residential overhead installations, the point of delivery is the weatherhead. For residential underground, the point of delivery is normally the meter base (except for down-run conduit). For commercial or multifamily underground, the point of delivery is normally the secondary terminal of the transformer. Where voltage is delivered at a primary voltage, the point of delivery is the meter point. All wiring and equipment beyond this point of delivery shall be maintained by the customer, unless such maintenance is the responsibility of the owner of the premises occupied by the customer.

#### **4.3 NOTICE OF TROUBLE**

Customer shall notify the Distributor immediately should the service be unsatisfactory for any reason, or should there be defect, trouble, or accident affecting the supply of electricity.

#### **4.4 CUSTOMER'S WIRING**

All wiring of customer, or of the owner of the premises occupied by the customer, must conform to Distributor's requirements and accepted modern standards as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code. Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards and to discontinue service to customer until such deficiency has been corrected. Inspection or failure to inspect or failure to reject after inspection shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Distributor's rules, or from accidents which may occur upon customer's premises.

The Distributor will discontinue service immediately to any premises which, in the sole opinion of the Distributor, is unsafe or unsuitable for service delivery.

#### **4.5 POWER FACTOR**

Each commercial and industrial customer is required to maintain a minimum power factor of at least eighty-five percent (85%) but not more than one hundred percent (100%) and to provide at his expense such devices as are necessary to provide such a power factor. Power factors of commercial or industrial customers may be monitored through periodic checks of constant metering. After Distributor makes an initial determination of a power factor problem, a period of ninety (90) days will be allowed for installation of capacitors or other devices to correct for power factors. After such period, the customer shall pay charges for power factors as specified in the rate structure.

#### **4.6 UNBALANCED LOADS**

Every precaution shall be taken by the customer to maintain load balance on customer's single and three phase circuits. No load will be allowed on the Distributor's service conductors, which will create a seriously unbalanced condition.

#### **4.7 NOTICE OF ADDITIONAL LOAD**

The service connection, transformers, meters, and equipment supplied by Distributor for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render customer liable for any damage to any Distributor's lines or equipment caused by the additional or changed load.

#### **4.8 EFFECT ON THE ELECTRIC SYSTEM**

Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to Distributor's system. Distributor may require customer, at his own expense, to install suitable apparatus, which will reasonably limit such fluctuations.

#### **4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY**

No person shall operate any of the Distributor's switches or equipment without permission or authority from the Distributor.

#### **4.10 ACCESS TO CUSTOMER'S PREMISES**

The Distributor's identified representatives and employees shall be granted access to customer's premises at all reasonable times for the purpose of reading meters, for testing, inspecting, repairing and replacing all equipment belonging to the Distributor and for inspecting customer's wiring, appliances and premises in order to determine whether or not the customer is complying with the Distributor's Rules and Regulations. Provision of appropriate real estate rights at no cost to the Distributor for the installation and operation of electrical lines to the customer is considered a condition of service.

#### **4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY**

Customer, or owner of the premises occupied by customer, shall provide a space for and exercise proper care to protect the property of the Distributor on the premises; and in the event of loss or damage to the Distributor's property arising from neglect of customer to care for same, the cost of necessary repairs or replacements, as determined by the Distributor, shall be paid by the customer.

#### **4.12 STANDBY AND RESALE SERVICE**

All purchased electricity (other than emergency or standby service) used on the premises of the customer shall be supplied exclusively by the Distributor and the customer shall not directly or indirectly sell (or otherwise charge) or otherwise dispose of the electric energy or any part thereof.

### **5 Electric Rates and Billing**

#### **5.1 RATES AND CHANGES**

All electricity furnished by the Distributor shall be charged at the applicable rate in effect at the time. The Distributor shall not be obligated to consider a request for an adjustment of any bill unless, within ninety (90) days after the questioned bill is paid, the customer files with the Distributor a written objection to said bill specifying the basis for desired adjustment.

#### **5.2 BILLING ADJUSTED TO STANDARD PERIODS**

The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In case of the first billing of new accounts (temporary service and seasonal customers excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.

#### **5.3 BILLINGS**

The Distributor elects a standard net payment period of fifteen (15) days for all classes of service after the date of the bill. However, the City Manager is authorized to provide an extension of the discount date, not to exceed five days, when in the best interest of the utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

The Distributor establishes for any class of service a late payment charge of five percent (5%) for any portion of bill not paid after the net payment period. Should the final date of payment of bill at the net rate fall on a Sunday or holiday, the next business day following the final date will be the last day to obtain the net rate. Remittance of net rate payment received by mail after the time limit for payment of said net rate will be accepted by the Distributor if the incoming envelope bears the United States Post Office date stamp of the final date for payment of the net amount or any date prior thereto.

Failure to receive bill shall not release customer from payment obligation, nor extend the discount date. No customer shall be entitled to pay any bill at the net rate while such customer is delinquent in the payment of any obligation in connection with electric service owed the Distributor by such customer.

If a meter fails to register, or if a meter is removed to be tested or repaired, or if electricity is received other than through a meter, the Distributor reserves the right to render an estimated bill based on the best information available.

#### **5.4 UTILITY BILL**

A residential utility bill shall be mailed monthly to every residential customer for utility service supplied during the time period shown on the utility bill. Each utility bill shall contain the following information:

- a) The time period and number of days of utility service covered by the utility bill;
- b) The utility charge and/or installment due;
- c) The date of the utility bill;
- d) The date when complete payment is due at the utility, which shall be at least fifteen (15) days from the date of the utility bill;
- e) An indication if the utility bill is based on actual or estimated measurement of the amount of utility service supplied;
- f) Notice that residential customers may call the Utilities Business Office, whose telephone number shall be listed on the utility bill, in order to:
  - Dispute the amount of the utility charge and/or installment;
  - Request the establishment of a deferred payment and execute same in writing;
  - Avoid the termination of utility service for non-payment of the amount(s) shown on the utility bill;
  - Request the restoration of utility service.

#### **5.5 RESIDENTIAL CUSTOMER INFORMATION**

The Distributor shall provide information on the following upon request:

- a) The availability and operation of deferred payment plan;
- b) The procedure to dispute a utility charge and/or an installment;
- c) The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;

- d) The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
- e) The procedure to obtain reinstatement of utility service.

## **6 Residential Customer Disputes**

### **6.1 GENERAL APPLICABILITY**

At anytime prior to date of termination of utility service for non-payment of the amount(s) shown on a utility bill, a notice of rejection or a notice of termination, a residential customer may dispute the correctness of all or part of the amount(s) shown in accordance with the provisions of this standard. A residential customer shall not be entitled to dispute the correctness of all or part of the amount(s) if all or part of the amount(s) was (were) the subject of a previous dispute.

### **6.2 DISPUTE PROCEDURE**

The City Manager shall develop and have available for inspection at the Business Office a written policy and procedure for disputed amounts. The procedure will include the opportunity for a customer to state their objections to the billing and to receive due consideration and receive a written response which delineates the findings and reasoning of the City.

## **7 Residential Rental Property**

### **7.1 GENERAL**

A residential customer who is the owner of residential rental property housing one or more tenants who are not residential customers of the Distributor for utility service to the dwelling in which such tenant is housed, shall provide the following when requesting termination of utility service to such dwelling:

- a) Name of all tenants residing in such dwelling where service is to be terminated; and
- b) Mailing address of all such tenants.

### **7.2 NOTICE BY PROPERTY OWNER**

The residential customer shall in addition thereto give such tenants written notice that utility service is to be terminated for the dwelling in which said tenants reside.

### **7.3 NOTICE BY DISTRIBUTOR**

The notice shall include the date such service is to be terminated. Provisions hereafter requiring the Distributor to notify the tenants of such dwelling shall not relieve the residential customer from giving notice herein required.

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

- a) Landlords name, address and telephone number;
- b) Address of utility service that is to be terminated;
- c) Date of utility service(s) disconnection;

- d) Advisement to the tenant(s) on what procedures are necessary to avoid termination of utility service(s); and
- e) The Distributor's office location, hours of operation and telephone number.

## **8 Deferred Payment Plan**

The City Manager shall develop and have available for inspection at the Business Office a written policy allowing for differed payment of residential accounts. The policy shall be specific in the requirements and qualifications for residential customers and provide for written acceptance of the plans by the customer.

## **9 Service Termination Procedure for Non-Payment**

The provision of this section shall govern all terminations of utility service for non-payment of utility charges and/or installments.

### **9.1 TERMINATION NOTICE REQUIRED**

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, deliver through a mutually agreed electronic means (such as text messages, email, or other), or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

#### **9.1.1 The notice contents**

- a) The date of the notice of termination.
- b) The amount to be paid.
- c) The date of termination, which shall be at least five (5) days from the date of the notice of termination.
- d) Notice that unless the Distributor receives complete payment of the amount shown prior to the date of termination, utility service shall be terminated under item seven (7) of this section.
- e) Notice that in lieu of paying the amount shown, an eligible residential customer, prior to the date of termination, may request the establishment of a deferred payment plan.
- f) Notice that in lieu of paying the entire amount shown a residential customer, prior to the date of termination, may notify the utility that he disputed the correctness of all or part of the amount shown, if all or part of the amount shown was not the subject of a previous dispute under section 24.

#### **9.1.2 Customer Response to Notice**

If the Distributor receives payment of the entire amount shown on the notice of termination prior to the date of termination, such payment shall be considered a timely and complete payment for purposes of this standard.

The Distributor shall terminate utility service to the residential customer on the date of termination if, prior to the date of termination: 1) The Distributor has not received complete payment of the amount shown on the notice of termination; 2) The residential customer has not requested the establishment of a deferred payment plan; and 3) The residential customer has not notified the Distributor that he/she

disputes the correctness of all or part of the amount shown on the notice of termination.

## **9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE**

- a) The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.
- b) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to service termination during severe weather, including specifically severe heat or severe cold. The policy shall provide that postponement not extend beyond the period during which extreme weather exists or is forecasted to exist.
- c) The City Manager shall develop, maintain and have available for inspection at the Business Office a written policy with regards to termination of service due to non-payment in cases of a documented medical hardship. The policy shall specify acceptable documentation accepted as evidence of medical hardship, provide for periodic review and renewal of such documentation and provide that a written notice of pending termination be delivered at least twenty-four hours, which must include one full business day, prior to disconnection to allow for the customer to resolve the billing delinquencies or to make other arrangements for housing or medical care. Delay of termination for medical hardship shall not exceed three days, except for circumstances described in sections a) and b) above.
- d) Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

## **9.3 REINSTATEMENT OF UTILITY SERVICES**

In the event of termination of utility service in accordance with the provisions of this standard, the Distributor shall reinstate utility service to the residential customer within twenty-four (24) hours of the utility's receipt of the complete payment of the amount whose non-payment prompted the termination along with such fees as are specified below for reconnection. Such payment shall not be considered a timely payment for purposes of this standard.

## **10 Reconnection of Electric Power**

### **10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)**

Whenever service has been discontinued by Distributor as provided previously, a service charge specified in the Distributor's fee schedule will be assessed and collected in addition to any delinquent balance due before service is restored to the customer. When Distributor makes a call to disconnect service and if for any reason does not disconnect service, a charge-specified in the Distributor's fee schedule will be made.— Different charges will be established for residential and commercial accounts and higher charges will be established and collected when connections and reconnections are performed after normal hours or when special circumstances warrant. The Distributor shall have the authority to waive this connection charge in any case where such waiver is to the best interest of the Distributor.

## **10.2 CONNECTION AND RECONNECTION CHARGES**

Whenever a customer requests that power be disconnected for routine maintenance or scheduled work, the Distributor will provide such services when practical during normal business hours for no charge. Such work done after the Distributor's normal operating hours, or scheduled in such a way that they are not completed in normal operating hours will only be conducted at the full cost of the requesting party; providing however, that there shall be no charge in the event of connection in relation to emergency disconnections and connections.

### **11 Termination of Service by Customer**

Customers who have fulfilled their contract term and wish to discontinue service must give Distributor at least-ten (10) days written notice to that effect, unless their contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under contract or applicable rate schedule.

### **12 Information to Customers**

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request. Such items shall also be available through electronic means, including the distributor's web page if feasible.

Distributor, as it determines appropriate, shall utilize channels such as mail, annual report, newspaper, radio, public meetings and agendas thereto and utility bill to inform customers about rates and service policies.

All retail rate actions initiated by Distributor shall be conducted at a public meeting of the City Council, announced in accordance with Tennessee State Law. The agenda for the meeting must be available to the public for inspection or via the City of Oak Ridge Website. Further, the agenda, including pending rate actions must be provided to media outlets prior to the meeting.

Distributor, on request by the customer of record, shall provide a statement of the monthly consumption for the prior twelve (12) months if it is reasonably ascertainable. A non-customer requesting a statement of a particular account shall be required to pay the cost incurred by the Distributor to provide the statement, as established in the fee structure.

### **13 City Manager Authorized to Execute Power Contracts**

A written contract between the Distributor and Customer shall be required in all instances where a customer's demand for electric power exceeds fifty (50) kilowatts. The City Manager or his specifically authorized representative shall be authorized to enter into and execute such contracts on behalf of the Distributor. The provisions of such contract shall be in accordance with these rules and regulations, applicable rate schedules, and all actions of Council regarding the provision of electrical power and service.

**FINAL ADOPTION  
OF  
ORDINANCES**

**COMMUNITY DEVELOPMENT MEMORANDUM  
PLANNING DIVISION  
15-16**

**DATE:** April 24, 2015  
**TO:** Mark Watson, City Manager  
**FROM:** Monica Austin Carroll, Community Development Division Manager  
**THROUGH:** Kathryn Baldwin, Community Development Director *KCB*  
**SUBJECT:** APPROVAL OF REVISED MAIN STREET OAK RIDGE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN

Introduction

An item for City Council's consideration is a request to approve the revised Main Street Oak Ridge PUD Master Plan. The request is an amendment to add 72 additional multi-family (apartment) units, bringing the total multi-family (apartment) dwelling units to 230.

Funding

No funding is necessary for this item at this time.

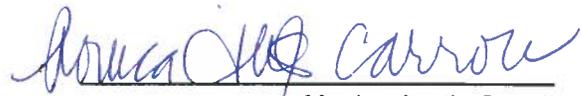
Analysis

The Planning Commission approval also included several variances. These variances are as follows:

- Reduce the multi-family parking unit rate from 2 per unit to 1.5 per unit
- Reduce Parking stall dimension from 9' x 18.5' to 9' x 18'
- Reduce Parking aisle widths from 26' to 24'

Recommendation

The Main Street Oak Ridge Revised PUD Master Plan was discussed and recommended for approval to City Council by a vote of 9 – 0 during the regularly scheduled Planning Commission meeting on April 23, 2015.

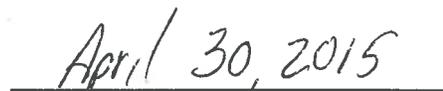


Monica Austin Carroll  
Community Development Division Manager

**City Manager's Comments:**

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

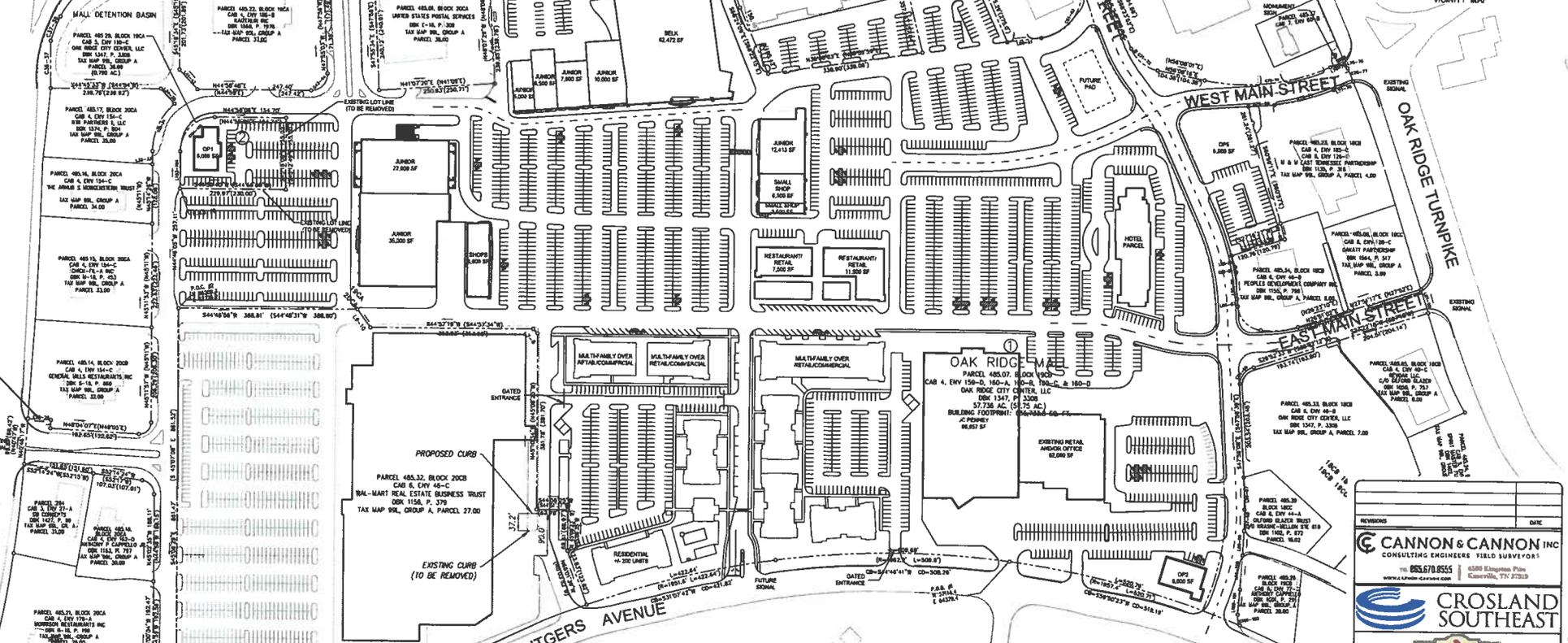
  
\_\_\_\_\_  
Mark S. Watson

  
\_\_\_\_\_  
Date

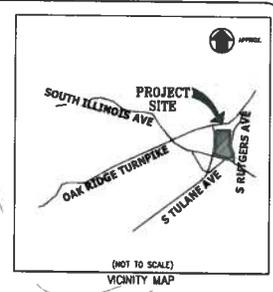
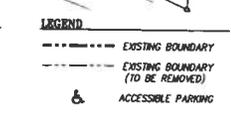
PARKING SUMMARY		
USE	REQUIRED	PROVIDED
PROPOSED SHOPPING CENTER (440,000 SQ. FT.) 4.5 SPACES PER 1000 SQ. FT. OF USABLE FLOOR AREA	440,000/1000*4.5=1,980 SPACES	2,015 SPACES
PROPOSED HOTEL: (150 ROOMS) 1 PER GUEST BEDROOM	=150 SPACES	150 SPACES
PROPOSED MULTI-FAMILY: (230 UNITS) 1.5 PER DWELLING UNIT	230*1.5=345 SPACES	428 STD SPACES
TOTALS	2,475 SPACES	2,593 SPACES

PERMITTED USES:  
THE REQUESTED ZONING FOR THE MALL IS UB-2. ALL USES WITHIN THE UB-2 ZONING DISTRICT WILL BE ALLOWED, EXCEPT FOR THE FOLLOWING: OFFICE OF PLUMBER, ELECTRICIAN OR UPHOLSTERER, ANNUAL HOSPITAL, PENAL OR CORRECTIONAL INSTITUTION, FAMILY DAY CARE, SINGLE DWELLING UNIT AS QUARTERS FOR WATCHMAN, CARETAKER, OR GUARDIAN ON THE PREMISES, PUBLIC RECREATION USES SUCH AS GOLF COURSES, BALL FIELDS, ATHLETIC FIELDS OR STADIUMS, HOSPITAL, DEPOT FOR THE COLLECTION AND DELIVERY OF ARTICLES AND MERCHANDISE, INCLUDING FACILITIES FOR THE STORAGE AND SERVICE OF VEHICLES AND EQUIPMENT USED IN CONNECTION THEREWITH, HELICOPTER PASSENGER STATION, NIGHT CLUBS, DANCE CLUBS, CLUBS (PRIVATE), LODGES, AND SIMILAR USES.

- VARIANCES:
- \*UB-2 SECTION-704-D MINIMUM REQUIRED SET BACK FRONT 30 FT. PROPOSED 20 FT. MINIMUM.
  - \*UB-2 SECTION-704-D MAXIMUM BUILDING HEIGHT 35 FT. PROPOSED 30 FT. MAXIMUM.
  - \*PRELIMINARY AND FINAL MASTER PLAN SUBMITTAL TO BE COMBINED INTO ONE APPROVAL.
  - \*\*VARIANCES WERE APPROVED BY PLANNING COMMISSION ON MARCH 26, 2015.
  - \*REDUCE THE MULTI-FAMILY UNIT PARKING RATE FROM 2 PER DWELLING UNIT TO 1.5 PER DWELLING UNIT.
  - \*REDUCE PARKING STALL DIMENSION FROM 9'X16.5' TO 9'X16'.
  - \*REDUCE DRIVE AISLE DIMENSION FROM 26' TO 24'.
  - \*\*VARIANCES WERE APPROVED BY PLANNING COMMISSION ON APRIL 23, 2015.



- NOTES:
1. BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN, FOR CROSLAND SOUTHEAST.
  2. CURRENT ZONING IS B-2 PUD. TO BE REZONED TO UB-2 PUD.
  3. LOTS:
    - PARCEL 003.00 TAX ID 009L A = 57.75 AC.
    - PARCEL 036.00 TAX ID 009L A = 00.79 AC.
  4. SUBJECT PROPERTY DOES NOT LIE WITHIN ZONE "X" AS SHOWN ON FLOOD INSURANCE MAP 4700102219F, DATED 1/17/2007.
  5. MINIMUM REQUIRED SET BACKS:
    - FRONT = 30 FEET
    - SIDE = 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT.
    - REAR = 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT.
  6. FINAL DICTATES OF COVENANTS WILL BE REQUIRED AT THE TIME OF RECORDING OF FINAL PLAN.
  7. THERE IS NO COMMON OPEN SPACE INCLUDED WITHIN THE DEVELOPMENT.
  8. ALL OFF-STREET PARKING AND LOADING PLAN INDICATING GROUND COVERAGE OF ALL PARKING AREAS WILL BE APPROVED DURING THE SITE REVIEW PROCESS.
  9. IF ANY PRIVATE STREETS ARE DEDICATED TO THE CITY OF OAK RIDGE, THEY SHALL BE CONSTRUCTED TO CITY STANDARDS, INCLUDING SIDEWALKS.
  10. EXISTING DRIVEWAY ACCESS TO DEVELOPED PARCELS ON WEST MAIN STREET, EAST MAIN STREET, AND WILSON STREET WILL NOT BE IMPACTED OR AFFECTED WITHOUT THE EXISTING PROPERTY OWNER'S CONSENT. ADDITIONALLY, UNDEVELOPED PARCELS WILL BE AFFORDED ACCESS FROM THESE STREETS WITH THE DRIVEWAY CONNECTION TO BE ESTABLISHED DURING THE SITE PLAN SUBMITTAL FOR EACH PARCEL.



REVISIONS

NO.	DESCRIPTION	DATE

**CANNON & CANNON INC.**  
CONSULTING ENGINEERS FIELD SURVEYORS  
4330 Kingswood Place, Knoxville, TN 37919  
www.cannonandcannon.com

**CROSLAND SOUTHEAST**

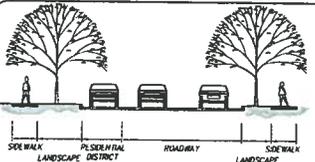
**MAIN STREET**  
OAK RIDGE

MASTERPLAN

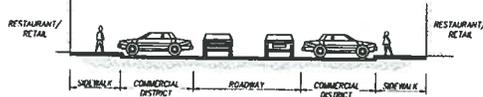
CDL PROJECT NO. 0118-0002  
SUBMIT DATE: APRIL 14, 2015  
FILE NO. 15-0001  
SHEET NO. 1 OF 1  
DATE: 04/14/15

**MP 1.01**

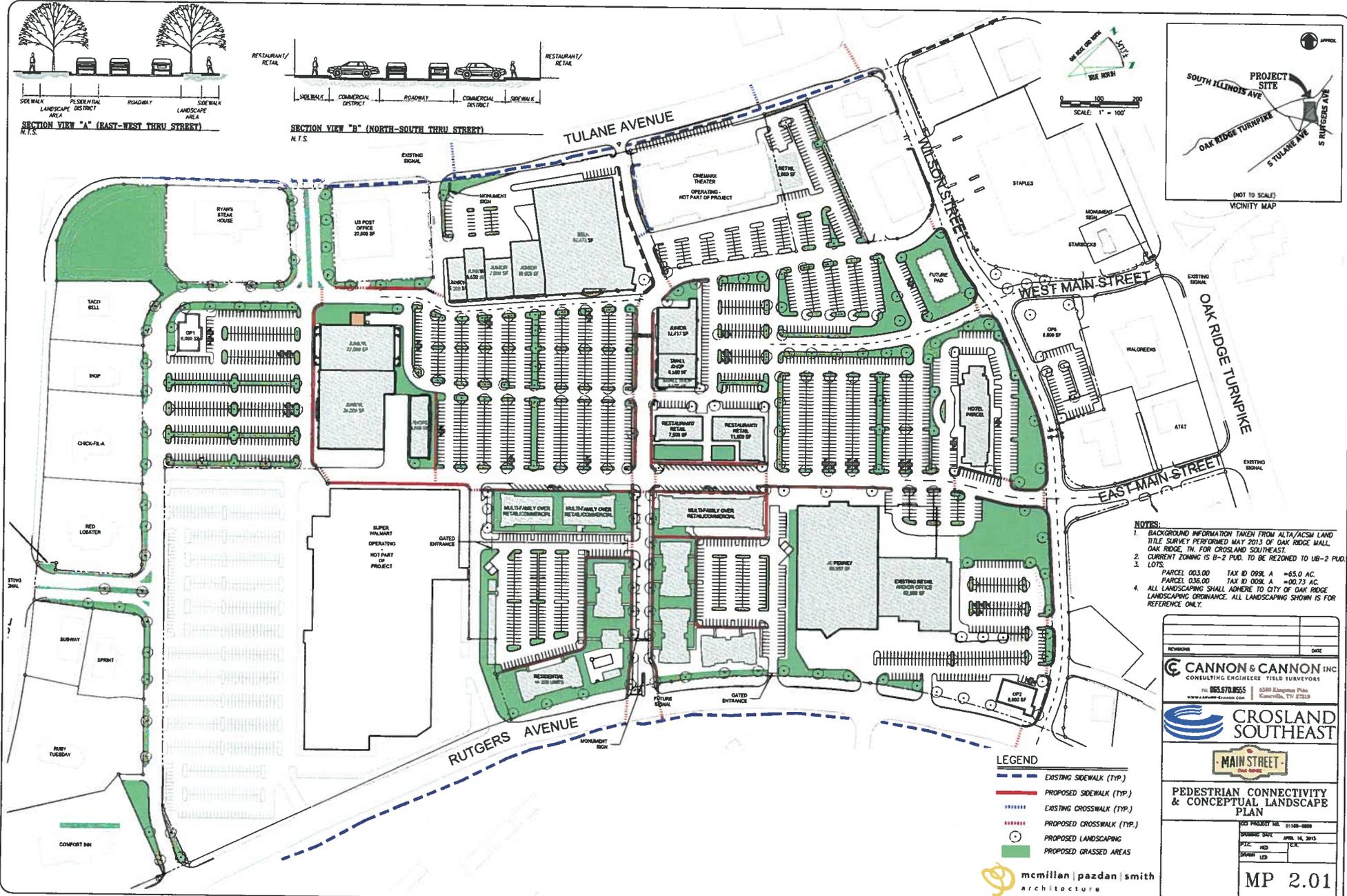
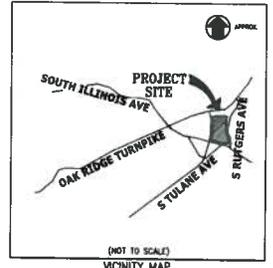
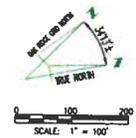
ARCHITECT:  
**mcmillan | pazdan | smith**  
architecture



SECTION VIEW "A" (EAST-WEST THRU STREET)  
N.T.S.



SECTION VIEW "B" (NORTH-SOUTH THRU STREET)  
N.T.S.



- NOTES:**
- BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN, FOR CROSLAND SOUTHEAST.
  - CURRENT ZONING IS B-2 PUD. TO BE REZONED TO UB-2 PUD.
  - LOTS:  
PARCEL 003.00 TAX ID 098. A = 65.0 AC.  
PARCEL 036.00 TAX ID 098. A = 08.73 AC.
  - ALL LANDSCAPING SHALL ADHERE TO CITY OF OAK RIDGE LANDSCAPING ORDINANCE. ALL LANDSCAPING SHOWN IS FOR REFERENCE ONLY.

- LEGEND**
- EXISTING SIDEWALK (TYP.)
  - PROPOSED SIDEWALK (TYP.)
  - EXISTING CROSSWALK (TYP.)
  - PROPOSED CROSSWALK (TYP.)
  - PROPOSED LANDSCAPING
  - PROPOSED GRASSED AREAS



REVISIONS	DATE
 100 BEE STREET   4388 Edgewood Place Knoxville, TN 37918	
 <b>MAIN STREET</b> Oak Ridge	
<b>PEDESTRIAN CONNECTIVITY &amp; CONCEPTUAL LANDSCAPE PLAN</b>	
DESIGN PROJECT NO.	01180-0000
ISSUING DATE	APRIL 16, 2015
FILED BY	RED
DESIGNED BY	LED
<b>MP 2.01</b>	

**UTILITY PROVIDERS**

**WATER AND SANITARY SEWER SERVICE:**  
 MR. ROGER FLYNN P.E.  
 CITY OF OAK RIDGE  
 100 WOODBURY LANE  
 OAK RIDGE, TN 37830  
 PH: (865) 425-1816

**GAS SERVICE:**  
 MR. JEFF PATTERSON  
 OAK RIDGE UTILITY DISTRICT  
 101 BUS TERMINAL ROAD  
 OAK RIDGE, TN 37830  
 PH: (865) 483-1377

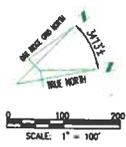
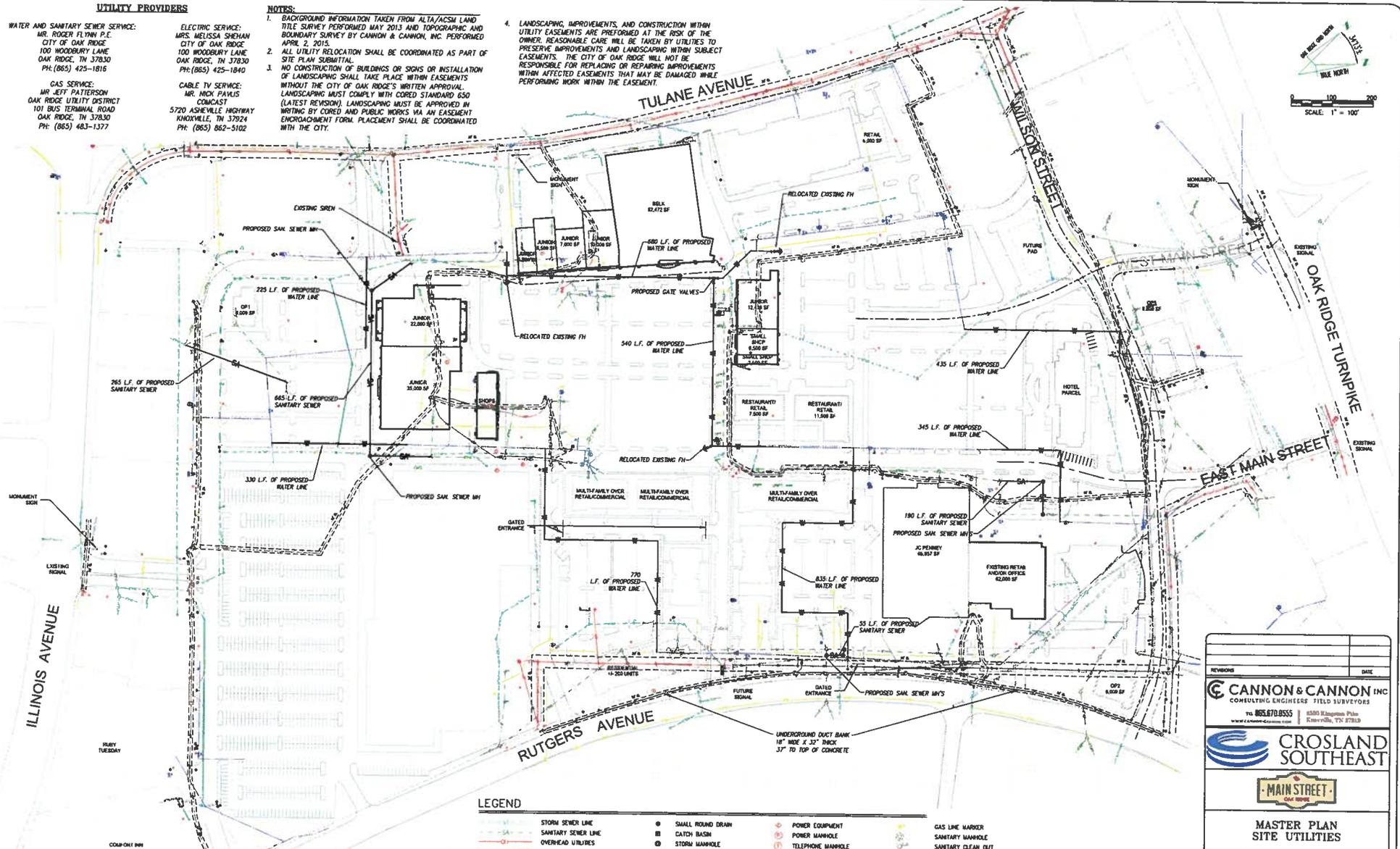
**ELECTRIC SERVICE:**  
 MRS. MELISSA SHEHAN  
 CITY OF OAK RIDGE  
 100 WOODBURY LANE  
 OAK RIDGE, TN 37830  
 PH: (865) 425-1840

**CABLE TV SERVICE:**  
 MR. NICK PAULS  
 COMCAST  
 5720 ASHEVILLE HIGHWAY  
 KNOXVILLE, TN 37924  
 PH: (865) 862-5102

**NOTES:**

- BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 AND TOPOGRAPHIC AND BOUNDARY SURVEY BY CANNON & CANNON, INC. PERFORMED APRIL 2, 2015.
- ALL UTILITY RELOCATION SHALL BE COORDINATED AS PART OF SITE PLAN SUBMITTAL.
- 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 CURED 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.

- 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.



**LEGEND**

- |   |   |  |  |
|---|---|--|--|
| <ul style="list-style-type: none"> <li>—S— STORM SEWER LINE</li> <li>—SA— SANITARY SEWER LINE</li> <li>—O— OVERHEAD UTILITIES</li> <li>—W— WATER LINE</li> <li>—UP— UNDERGROUND POWER</li> <li>—UT— UNDERGROUND TELEPHONE</li> <li>—F— FENCE LINE</li> <li>—G— UNDERGROUND GAS LINE</li> <li>—E— ELECTRICAL EASEMENT (5' - OUT WIRES AND ANCHORS) (10' - U.P., ON STREET LIGHTS) (30' - 13.2KV OH) (50' - 69KV OH)</li> </ul> | <ul style="list-style-type: none"> <li>○ SMALL ROUND DRAIN</li> <li>□ CATCH BASIN</li> <li>⊙ STORM MANHOLE</li> <li>⊙ CORRUGATED METAL PIPE</li> <li>⊙ REINFORCED CONCRETE PIPE</li> <li>⊙ POLYVINYL CHLORIDE PIPE</li> <li>⊙ HIGH DENSITY POLYETHYLENE PIPE</li> <li>— ANCHOR WIRE</li> <li>— POWER POLE</li> <li>— LIGHT POLE</li> <li>— LANDSCAPE LIGHT</li> </ul> | <ul style="list-style-type: none"> <li>⊙ POWER EQUIPMENT</li> <li>⊙ POWER MANHOLE</li> <li>⊙ TELEPHONE MANHOLE</li> <li>⊙ TELEPHONE LINE RISER</li> <li>⊙ TELEPHONE LINE MARKER</li> <li>⊙ WATER VALVE</li> <li>⊙ FIRE HYDRANT</li> <li>⊙ WATER METER</li> <li>⊙ WELL</li> <li>⊙ WATER MANHOLE</li> <li>⊙ GAS METER</li> </ul> | <ul style="list-style-type: none"> <li>⊙ GAS LINE MARKER</li> <li>⊙ SANITARY MANHOLE</li> <li>⊙ SANITARY CLEAN OUT</li> <li>— PROPOSED WATER LINE (2410 L.F.)</li> <li>— PROPOSED SAN. SEWER LINE (1175 L.F.)</li> <li>— PROPOSED SAN. SEWER MH (9 EA.)</li> </ul> |
|---|---|--|--|

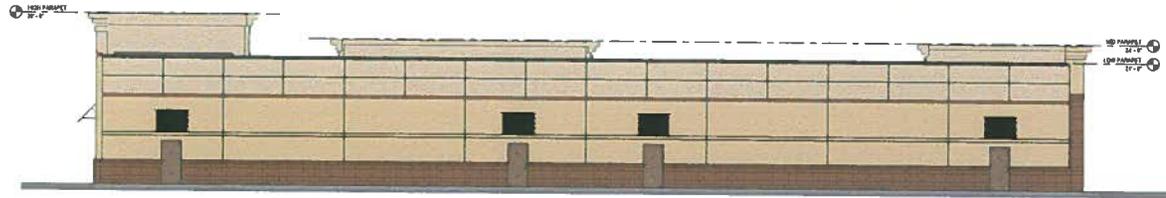
REVISIONS	DATE
<p><b>CANNON &amp; CANNON INC</b>          CONSULTING ENGINEERS FIELD SURVEYORS</p> <p>TEL: 865.670.8555    6500 Ridgeway Plaza          Knoxville, TN 37918</p>	
<p><b>CROSLAND SOUTHEAST</b></p>	
<p><b>MAIN STREET</b> OAK RIDGE</p>	
<p><b>MASTER PLAN SITE UTILITIES</b></p>	
100 PROJECT NO. 01189-0000 DRAWING DATE APRIL 14, 2015 FILE NO.                      TXK DESIGN                      LED	
<p><b>MP 3.01</b></p>	

811

Know what's below  
Call before you dig



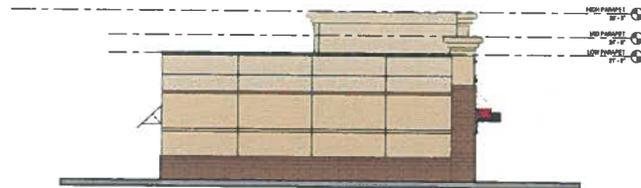
1 TYPICAL STOREFRONT ELEVATION  
1/8" = 1'-0"



2 TYPICAL STOREFRONT ELEVATION  
1/8" = 1'-0"



3 TYPICAL STOREFRONT ELEVATION  
1/8" = 1'-0"



4 TYPICAL STOREFRONT ELEVATION  
1/8" = 1'-0"

CREATING BUILDING MATERIALS SHALL INCLUDE THE FOLLOWING:  
 BRICK, CMU & TDM, EPS, SPAN FACE MASONRY, GLASS & METAL PANELS WITH AN AL. FINISHING, METAL CHIMNEY, HANGING  
 ARCHITECT, STAINED METAL, ROOFING, PAINTED STEEL FRAMING  
 FEATURE BUILDING MATERIALS SHALL CONTRAST AROUND ALL PUBLICLY VISIBLE FACES OF THE BUILDING.  
 THE ELEVATIONS SHOWN ABOVE ARE SCHEMATIC AND SUBJECT TO CHANGE BASED ON PROJECT AND TOWN  
 REQUIREMENTS.



1  
TYPICAL STOREFRONT ELEVATION  
32' - 0"



1  
TYPICAL STOREFRONT ELEVATION  
32' - 0"



1  
TYPICAL STOREFRONT ELEVATION  
32' - 0"



1  
TYPICAL STOREFRONT ELEVATION  
32' - 0"

FEATURES OUTLINED IN THIS DRAWING MAY INCLUDE THE FOLLOWING:  
 BRICK, CLAY STONE, LE'S TAPLE F.A.C.E., HARDWOOD, GLASS & METAL PANELS WITH METAL FINISHING, METAL CANOPIES, FABRIC  
 AWNING, SLATED METAL ROOFING, PAINTED STEEL TRUSSING  
 FEATURING BUILDING MATERIALS THAT CONTRIBUTE TO THE VISUAL APPEAL OF THE BUILDING.  
 THE ELEVATIONS SHOWN ABOVE ARE ARCHITECTURAL AND SUBJECT TO CHANGE BASED ON PROJECT AND TOWN  
 REQUIREMENTS.



**COMMUNITY DEVELOPMENT MEMORANDUM  
PLANNING DIVISION  
15-14**

**DATE:** March 27, 2015  
**TO:** Mark Watson, City Manager  
**FROM:** Monica Austin Carroll, Community Development Division Manager  
**THROUGH:** Kathryn Baldwin, Community Development Director   
**SUBJECT:** Rezoning of Parcel 036.00 and Parcel 003.00, Map 099L, Group A and Approval of Main Street Oak Ridge Planned Unit Development (PUD) Master Plan

Introduction

An item for City Council's consideration is a request to approve the Main Street Oak Ridge Planned Unit Development (PUD) Master Plan. Included as part of the Main Street Oak Ridge PUD Master Plan is a request to rezone Parcels 036.00 and 003.00, Map 99L, Group A, from B-2, General Business District PUD to UB-2, Unified General Business PUD. The parcels total approximately 58.54 acres and is bordered by Rutgers Avenue, South Illinois Avenue, South Tulane Avenue, and Oak Ridge Turnpike. This project was previously referred to as the Oak Ridge City Center.

Funding

No funding is necessary for this item at this time.

Analysis

The Planning Commission approval also included several variances. These variances are as follows:

- Reduce the required front setback of 30 feet to 20 feet when it is not in conflict with existing infrastructure. The front setback reduction will apply to the lot lines that run parallel to the following streets – Rutgers Avenue, Wilson Street, East Main Street, West Main Street, and South Tulane Avenue.
- Increase the maximum height allowed for the Main Street Oak Ridge PUD Master Plan from 35 feet to 90 feet.
- Combine the Preliminary and Final Master Plan submittal into one approval.

The proposed rezoning is consistent with the following Comprehensive Plan policies: encourages commercial development in the central city area; promotes commercial development along arterial streets to be located in unified centers; encourages more centralized growth; allows community scale retail development with good traffic access and proper buffering from residential areas; promotes designs that emphasize pedestrian amenities, abundant landscaping and distinctive architecture; and facilitates the extension of infrastructure and utilities to developable property on a cost recoverable basis. The rezoning and the Main Street Oak Ridge PUD Plan is also in conformity with zoning and land uses adjacent to and surrounding the subject property.

Recommendation

The rezoning request was discussed and recommended for approval to City Council by a vote of 9 – 0 during the regularly scheduled Planning Commission meeting on March 26, 2015. The Main Street Oak Ridge PUD Master Plan was also discussed and recommended for approval subject to staff's comments by a vote of 9 – 0.

*Monica Austin Carroll*

Monica Austin Carroll

**City Manager's Comments:**

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

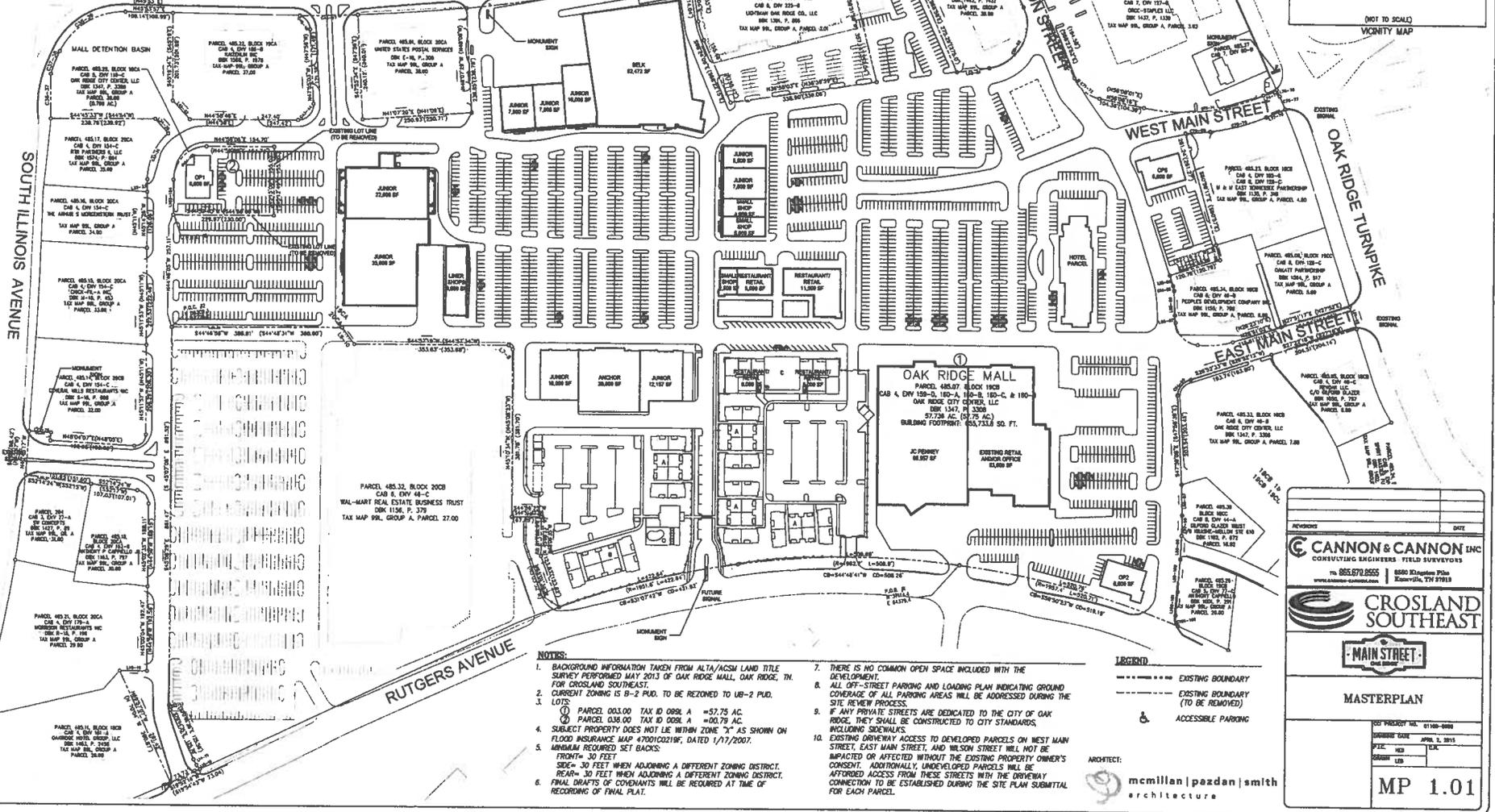
*Mark S. Watson*  
\_\_\_\_\_  
Mark S. Watson

*4/6/2015*  
\_\_\_\_\_  
Date

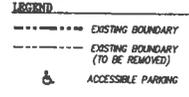
PARKING SUMMARY		
USE	RECORDED	PROVIDED
PROPOSED SHOPPING CENTER: (436,000 SQ. FT.) 4.5 SPACES PER 1000 SQ. FT. OF USABLE FLOOR AREA	436,000/1000*4.5=1,962 SPACES	1,965 SPACES
PROPOSED HOTEL: (150 ROOMS) 1 PER GUEST BEDROOM	=150 SPACES	150 SPACES
PROPOSED MULTI-FAMILY: (130 UNITS) 2 PER DWELLING UNIT	150*2=316 SPACES	316 STD SPACES
TOTALS	2,428 SPACES	2,431 SPACES

**PERMITTED USES:**  
THE REQUESTED ZONING FOR THE MALL IS UB-2. ALL USES WITHIN THE UB-2 ZONING DISTRICT WILL BE ALLOWED, EXCEPT FOR THE FOLLOWING: OFFICE OF PLUMBER, ELECTRICIAN OR UPHOLSTER, ANIMAL HOSPITAL, PENAL OR CORRECTIONAL INSTITUTION, FAMILY DAY CARE, SINGLE DWELLING UNIT AS QUARTERS FOR WATCHMAN, CARETAKER, OR CUSTODIAN ON THE PREMISES, PUBLIC RECREATION USES SUCH AS GOLF COURSES, BALL FIELDS, ATHLETIC FIELDS OR STADIUMS, HOSPITAL, DEPOT FOR THE COLLECTION AND DELIVERY OF ARTICLES AND MERCHANDISE, INCLUDING FACILITIES FOR THE STORAGE AND SERVICING OF VEHICLES AND EQUIPMENT USED IN CONNECTION THEREWITH, HELICOPTER PASSENGER STATION, NIGHT CLUBS, DANCE CLUBS, CLUBS (PRIVATE), LODGES, AND SIMILAR USES.

- VARIANCES:**
- UB-2 SECTION-704-D MINIMUM REQUIRED SET BACK FRONT 30 FT. PROPOSED 20 FT. MINIMUM.
  - UB-2 SECTION-704-D MAXIMUM BUILDING HEIGHT 35 FT. PROPOSED 50 FT. MAXIMUM.
  - PRELIMINARY AND FINAL MASTER PLAN SUBMITTAL TO BE COMBINED INTO ONE APPROVAL.



- NOTES:**
- BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN, FOR CROSLAND SOUTHEAST.
  - CURRENT ZONING IS B-2 PUD. TO BE REZONED TO UB-2 PUD.
  - LOTS:
    - ① PARCEL 003.00 TAX ID 009L A =57.75 AC.
    - ② PARCEL 036.00 TAX ID 006L A =40.79 AC.
  - SUBJECT PROPERTY DOES NOT LIE WITHIN ZONE "X" AS SHOWN ON FLOOD INSURANCE MAP 47001C0218F, DATED 1/17/2007.
  - MINIMUM REQUIRED SET BACKS:
    - FRONT= 30 FEET
    - SIDE= 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT.
    - REAR= 30 FEET WHEN ADJOINING A DIFFERENT ZONING DISTRICT.
  - FINAL WAIVERS OF COVENANTS WILL BE REQUIRED AT TIME OF RECORDING OF FINAL PLAT.
  - THERE IS NO COMMON OPEN SPACE INCLUDED WITH THE DEVELOPMENT.
  - ALL OFF-STREET PARKING AND LOADING PLAN INDICATING GROUND COVERAGE OF ALL PARKING AREAS WILL BE ADDRESSED DURING THE SITE REVIEW PROCESS.
  - IF ANY PRIVATE STREETS ARE DEDICATED TO THE CITY OF OAK RIDGE, THEY SHALL BE CONSTRUCTED TO CITY STANDARDS, INCLUDING SIDEWALKS.
  - EXISTING DRIVEWAY ACCESS TO DEVELOPED PARCELS ON WEST MAIN STREET, EAST MAIN STREET, AND WILSON STREET WILL NOT BE IMPACTED OR AFFECTED WITHOUT THE EXISTING PROPERTY OWNER'S CONSENT. ADDITIONALLY, UNDEVELOPED PARCELS WILL BE AFFORDED ACCESS FROM THESE STREETS WITH THE DRIVEWAY CONNECTION TO BE ESTABLISHED DURING THE SITE PLAN SUBMITTAL FOR EACH PARCEL.



**REVISIONS**

NO.	REVISION	DATE

**CANNON & CANNON INC.**  
CONSULTING ENGINEERS FIELD SUPERVISORS  
885.679.8555 888 Klammer Pike Knoxville, TN 37918

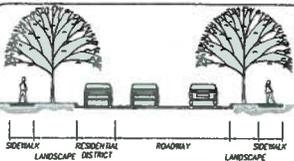
**CROSLAND SOUTHEAST**  
MAIN STREET ONE BLOCK

**MASTERPLAN**

JOB PROJECT NO. 01160-0000  
ISSUE DATE APRIL 2, 2015  
FILE NO. 1501  
SHEET NO. 10

**MP 1.01**

ARCHITECT:  
**mcmillan | paxdan | smith**  
architecture

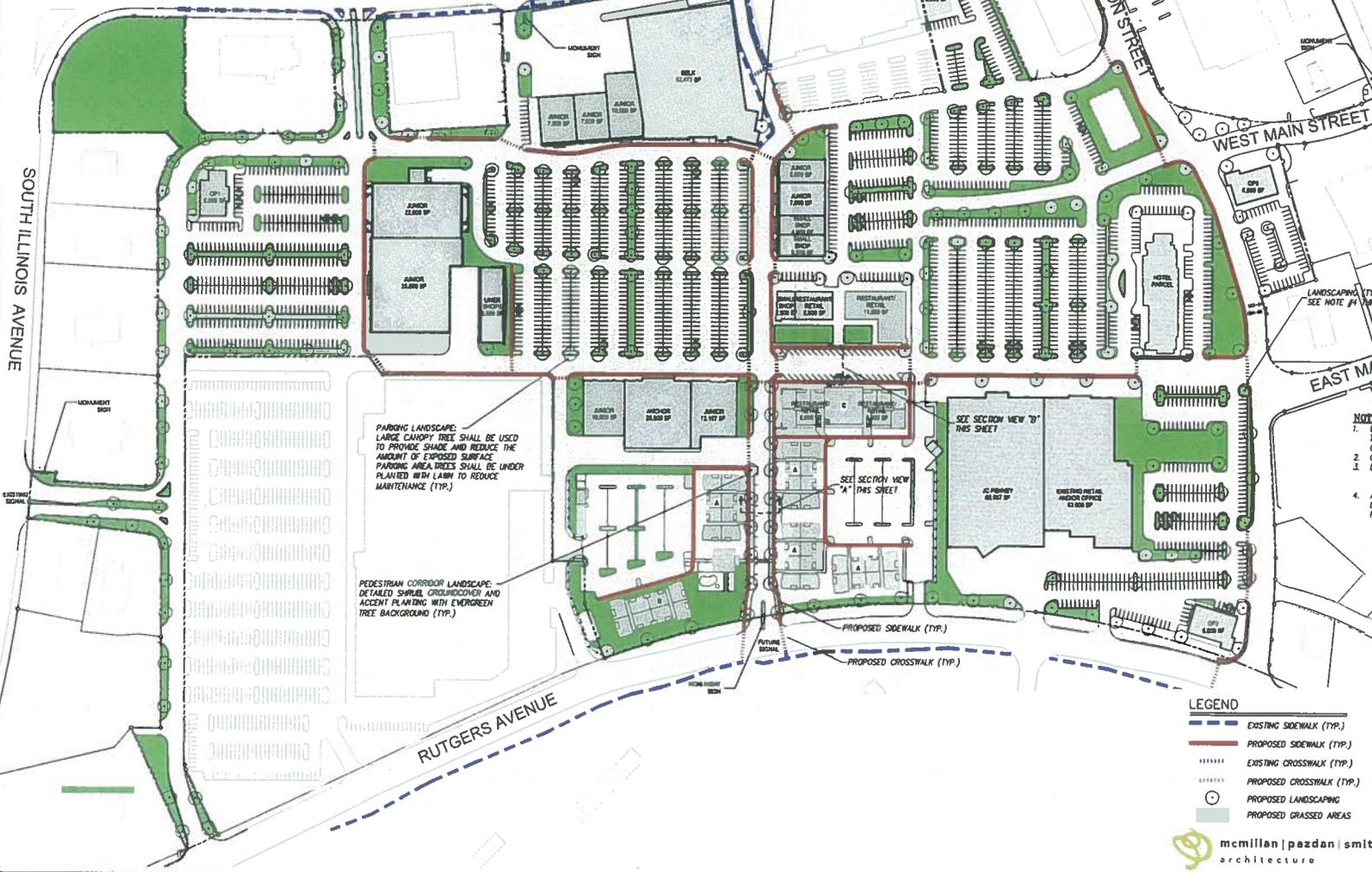
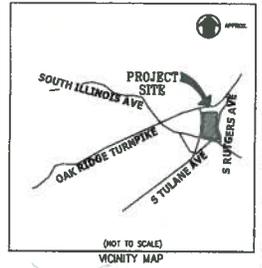
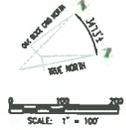


SECTION VIEW "A" (EAST-WEST THRU STREET)  
N.T.S.



SECTION VIEW "B" (NORTH-SOUTH THRU STREET)  
N.T.S.

BUILDING LANDSCAPE: DETAILED, FLOWERING AND EVERGREEN SHRUB MASSES, GROUNDCOVERS AND LAWN SHALL BE INCORPORATED INTO THE PROPOSED ARCHITECTURAL IMPROVEMENTS TO ENHANCE THE PLAZA HARDSCAPE (TYP.)



PARKING LANDSCAPE: LARGE CANOPY TREE SHALL BE USED TO PROVIDE SHADE AND REDUCE THE AMOUNT OF EXPOSED SURFACE. PARKING AREA TREES SHALL BE UNDER MAINTENANCE (TYP.)

PEDESTRIAN CORRIDOR LANDSCAPE: DETAILED SHRUB, GROUNDCOVER AND ACCENT PLANTING WITH EVERGREEN TREE BACKGROUND (TYP.)

- NOTES:**
1. BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN. FOR CROSLAND SOUTHEAST.
  2. CURRENT ZONING IS B-2 PUD. TO BE REZONED TO UB-2 PUD.
  3. LOTS:
    - PARCEL 003.00 TAX ID 099. A = 65.0 AC.
    - PARCEL 036.00 TAX ID 008. A = 00.73 AC.
  4. ALL LANDSCAPING SHALL ADHERE TO CITY OF OAK RIDGE LANDSCAPING ORDINANCE. ALL LANDSCAPING SHOWN IS FOR REFERENCE ONLY.

- LEGEND**
- EXISTING SIDEWALK (TYP.)
  - PROPOSED SIDEWALK (TYP.)
  - EXISTING CROSSWALK (TYP.)
  - PROPOSED CROSSWALK (TYP.)
  - PROPOSED LANDSCAPING (TYP.)
  - PROPOSED GRASSED AREAS

REVISION	DATE
<b>CANNON &amp; CANNON INC</b> CONSULTING ENGINEERS FIELD SURVEYORS 110 BBS. RD. B555 Knoxville, TN 37919 www.cannon-cannon.com	
<b>CROSLAND SOUTHEAST</b>	
<b>MAIN STREET</b>	
<b>PEDESTRIAN CONNECTIVITY &amp; CONCEPTUAL LANDSCAPE PLAN</b>	
CS PROJECT NO. 01100-0000	DATE: APRIL 2, 2015
DESIGNED BY: HEB	CHECKED BY: LEB
<b>MP 2.01</b>	



**UTILITY PROVIDERS**

**WATER AND SANITARY SEWER SERVICE:**  
 MR. ROGER FLENN P.E.  
 CITY OF OAK RIDGE  
 100 WOODBURY LANE  
 OAK RIDGE, TN 37830  
 PH: (865) 425-1616

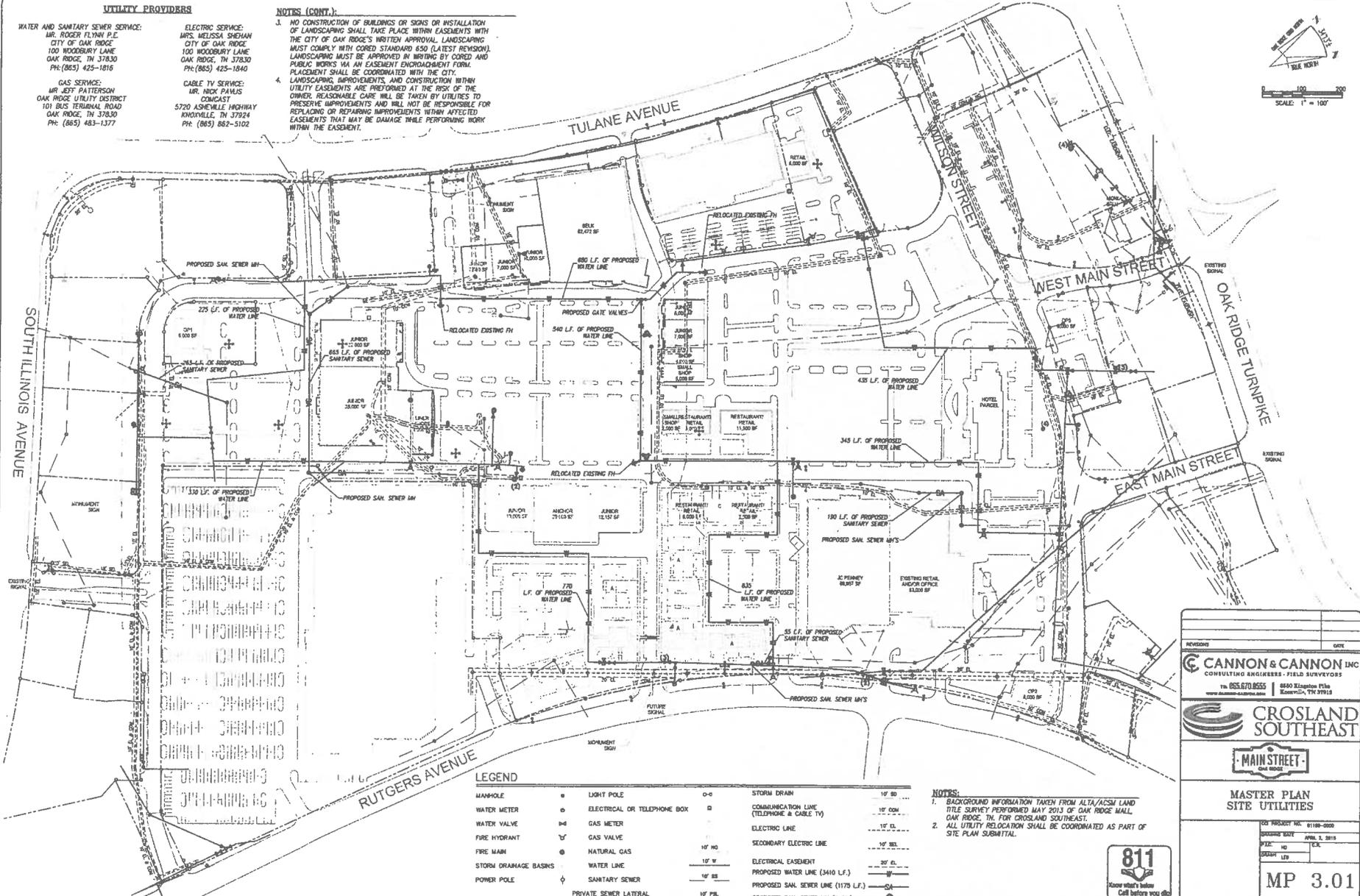
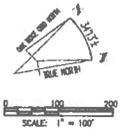
**GAS SERVICE:**  
 MR. JEFF PATTERSON  
 OAK RIDGE UTILITY DISTRICT  
 101 BUS TERMINAL ROAD  
 OAK RIDGE, TN 37830  
 PH: (865) 483-1377

**ELECTRIC SERVICE:**  
 MRS. MELISSA SHEHAN  
 CITY OF OAK RIDGE  
 100 WOODBURY LANE  
 OAK RIDGE, TN 37830  
 PH: (865) 425-1640

**CABLE TV SERVICE:**  
 MR. RICK PAULUS  
 COMCAST  
 5720 ASHEVILLE HIGHWAY  
 KNOXVILLE, TN 37924  
 PH: (865) 882-5102

**NOTES (CONT.):**

- NO CONSTRUCTION OF BUILDINGS OR SIGNS OR INSTALLATION OF LANDSCAPING SHALL TAKE PLACE WITHIN EASEMENTS WITH THE CITY OF OAK RIDGE'S WRITTEN APPROVAL. LANDSCAPING MUST COMPLY WITH CODED STANDARD 850 (LATEST REVISION). LANDSCAPING MUST BE APPROVED IN WRITING BY CODED AND PUBLIC WORKS VIA AN EASEMENT ENCROACHMENT FORM. PLACEMENT SHALL BE COORDINATED WITH THE CITY.
- 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 WILL NOT BE RESPONSIBLE FOR REPLACING OR REPAIRING IMPROVEMENTS WITHIN AFFECTED EASEMENTS THAT MAY BE DAMAGE WHILE PERFORMING WORK WITHIN THE EASEMENT.



**LEGEND**

MANHOLE	○	LIGHT POLE	○-○	STORM DRAIN	12" SD
WATER METER	⊙	ELECTRICAL OR TELEPHONE BOX	□	COMMUNICATION LINE (TELEPHONE & CABLE TV)	12" COM
WATER VALVE	⊕	GAS METER	⊕	ELECTRIC LINE	12" EL.
FIRE HYDRANT	⊕	GAS VALVE	⊕	SECONDARY ELECTRIC LINE	12" SEL.
FIRE MAIN	⊕	NATURAL GAS	12" NG	ELECTRICAL EASEMENT	20" EL.
STORM DRAINAGE BASINS	⊕	WATER LINE	12" W	PROPOSED WATER LINE (340 L.F.)	12"
POWER POLE	⊕	SANITARY SEWER	12" SS	PROPOSED SAN. SEWER LINE (1175 L.F.)	12"
		PRIVATE SEWER LATERAL	12" PSL	PROPOSED SAN. SEWER MH (6 EA.)	⊙

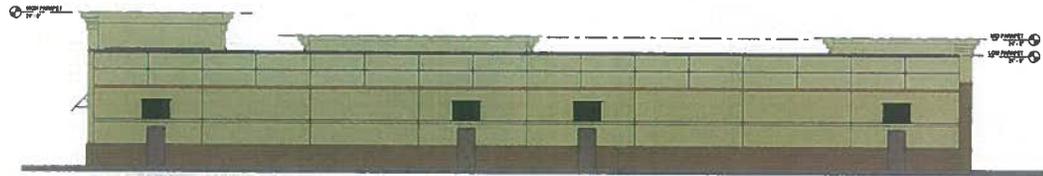
- NOTES:**
- BACKGROUND INFORMATION TAKEN FROM ALTA/ACSM LAND TITLE SURVEY PERFORMED MAY 2013 OF OAK RIDGE MALL, OAK RIDGE, TN, FOR CROSLAND SOUTHEAST.
  - ALL UTILITY RELOCATION SHALL BE COORDINATED AS PART OF SITE PLAN SUBMITTAL.



REVISION	DATE
<b>CANNON &amp; CANNON INC</b> CONSULTING ENGINEERS - FIELD SURVEYORS	
110 825.670.8555   6540 Killebrew Pike www.cannon-cannon.com   Knoxville, TN 37919	
<b>CROSLAND SOUTHEAST</b>	
<b>MAIN STREET - OAK RIDGE</b>	
<b>MASTER PLAN SITE UTILITIES</b>	
DESIGN PROJECT NO.	01100-0000
ISSUING DATE	APRIL 2, 2015
PROJECT NO.	E.A.
DRAWN BY	LTP
<b>MP 3.01</b>	



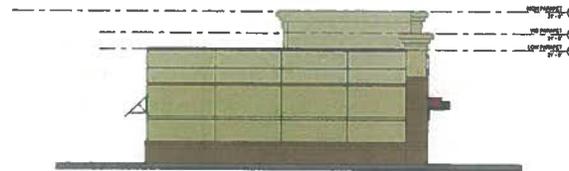
1 TYPICAL STOREFRONT ELEVATION  
18-114



1 TYPICAL STOREFRONT ELEVATION  
18-114



1 TYPICAL STOREFRONT ELEVATION  
18-114



1 TYPICAL STOREFRONT ELEVATION  
18-114

**FEATURES AND MATERIALS SCHEDULE AND USE FOR THIS ELEVATION**  
 GRAVEL ON STONE GRILL, BRICK FACE BRICKWORK, BRICK LAMINATE PANELS WITH METAL FINISHING, METAL CORNICES, FABRIC AWNINGS, STAINED WOOD, COGNAC FINISHED STEEL, PLASTER  
 FEATURE BUILDING MATERIALS SHALL COVERING AROUND ALL PUBLICLY VISIBLE FACES OF THE BUILDING.  
 ALL DIMENSIONS SHOWN ABOVE ARE SCHEMATIC AND SUBJECT TO CHANGE BASED ON PROJECT AND TOWN REQUIREMENTS.



1 TYPICAL STOREFRONT ELEVATION  
14.11.10

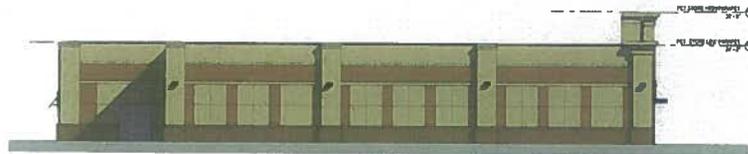
EXISTING BUILDING MATERIALS MAY VARY FROM THIS FULL RENDER.  
 BRICK, CUP STONE, EPS, STAFF PANEL LAUNDRY, GLASS & METAL PANELS WITH VETAL, FRAMING, VETAL, CLOTHES, FABRIC,  
 CHROME, BRASS, METAL, ROOFING, BRASS, STEEL, FRAMING.  
 EXISTING BUILDING MATERIALS SHALL CONTINUE PROVIDING ALL PUBLICLY VISIBLE FACES OF THE BUILDING.  
 THE ELEVATIONS SHOWN ABOVE ARE SCHEMATIC AND SUBJECT TO CHANGE BASED ON PROJECT AND TRAVEL  
 REQUIREMENTS.



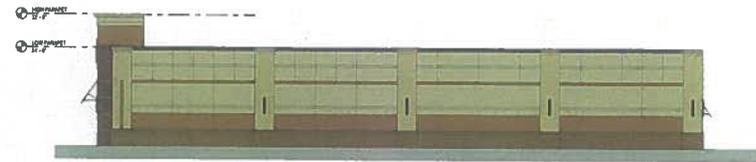
1 TYPICAL STOREFRONT ELEVATION  
12'-1 1/2"



1 TYPICAL STOREFRONT ELEVATION  
12'-1 1/2"



1 TYPICAL STOREFRONT ELEVATION  
12'-1 1/2"



1 TYPICAL STOREFRONT ELEVATION  
12'-1 1/2"

EXTERIOR FINISH PATTERNS SHALL INCLUDE THE FOLLOWING:  
 BRICK OR STONE (SEE SPILL PAGE DRAWING); GLASS & METAL PANELS WITH METAL FINISHING; METAL CANOPIES; FABRIC FINISHING; GLASS WITH METAL FINISHING; METAL PANELS.  
 FINISHING MATERIALS SHALL COORDINATE AROUND ALL PUBLICLY VISIBLE FACES OF THE BUILDING.  
 THE ELEVATIONS SHOWN ABOVE ARE SCHEMATIC AND SUBJECT TO CHANGE BASED ON PROJECT AND TECHNICAL REQUIREMENTS.

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 PARCELS 036.00 AND 003.00, ANDERSON COUNTY TAX MAP 099L, GROUP A, FROM B-2 GENERAL BUSINESS DISTRICT PUD TO UB-2, UNIFIED GENERAL BUSINESS PUD AND APPROVING THE PLANNED UNIT DEVELOPMENT MASTER PLAN FOR SAID PARCELS.

WHEREAS, the following changes were submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and have been approved the same; and

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

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

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

<u>Property Description</u>	<u>Location</u>	<u>Present Zoning District</u>	<u>New Zoning District</u>
Parcels 036.00 and 003.00, Anderson County Tax Map 099L, Group A (± 58.54 ac.)	Bordered by Rutgers Avenue, S. Illinois Avenue, S. Tulane Avenue and Oak Ridge Turnpike previously referred to as Oak Ridge City Center	B-2, General Business District PUD	UB-2, Unified General Business PUD

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. The Planned Unit Development Master Plan dated April 2, 2015 for said parcels, as approved by the Oak Ridge Municipal Planning Commission on March 26, 2015 is hereby approved.

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

APPROVED AS TO FORM AND LEGALITY:

  
Kenneth R. Krushenski, City Attorney

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

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

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

**COMMUNITY DEVELOPMENT MEMORANDUM  
PLANNING DIVISION  
15-10**

**DATE:** February 20, 2015  
**TO:** Mark Watson, City Manager  
**FROM:** Kathryn G. Baldwin, Community Development Director   
**SUBJECT:** ZONING ORDINANCE AMENDMENTS

Introduction

An item for City Council's consideration is a Zoning Text Amendment which applies to the Unified General Business District (UB-2) Zone District.

Funding

No funding is necessary for this item.

Analysis

An emerging trend in the Planning field that affects development is the establishment of zone districts comprised of a mix of commercial, residential, service and/or recreational uses. These developments are pedestrian oriented and do not necessitate additional vehicular trips to shop, work, or for entertainment purposes. At this time, the City of Oak Ridge does not have a zone district that allows this type of land use to be easily integrated into an existing built environment. The Traditional Neighborhood District (TND) is predicated on a large development, which is centered on residential construction. The TND designation works very well on an expansive tract of land that is primarily greenfield development. However, the TND designation does not lend itself well to infill development utilizing existing street patterns and taking advantage of adjacent non-mixed use improvements.

In an effort to address this issue and allow mixed use within our commercial core, City staff has drafted a zoning text amendment utilizing the Unified General Business District (UB-2) zone designation. The proposed text amendment adds multi-family dwellings as a special exception when included in a project utilizing a Planned Unit Development (PUD) overlay district. In addition, land uses that require a large open expanse of property or typically generate single visitation trips have been eliminated as permitted uses. These permitted uses include: mortuary establishments; bus passenger stations; commercial greenhouse or nursery; and car dealerships. Another change is the relocation of public museums from a use requiring approval of the Board of Zoning Appeals to the status of a permitted use.

Staff feels that these text amendments collectively will create an environment with complementary uses conducive to pedestrian circulation. The introduction of multi-family structures truly creates a mixture of uses in which one can live, work, and play in the same geographic area, if not the same building structure. The requirement for a PUD overlay provides a level of quality in the final product considered in the broader context of adjacent properties. In addition, an approved Master PUD Plan ensures complementary architectural design and building materials, adequate landscaping that enhances the built environment, and

provides a framework for vehicular and pedestrian circulation and connectivity to existing community assets. The amended UB-2 zoning designation can be used as a stand-alone district typically associated with greenfield development or in combination with other zone districts in an infill setting.

The proposed Zoning Text Amendment will facilitate redevelopment of the Main Street site, as well as provide a wide variety of development possibilities for other sites currently zoned UB-2 and properties selected to promote a walkable commercial/residential mixed use concept.

Recommendation

The UB-2 Text Amendment was reviewed by the Oak Ridge Planning Commission and recommended for approval to City Council by a vote of 9-0 during the regularly scheduled meeting on February 19, 2015.

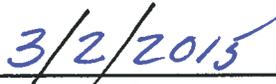
Attachment

  
Kathryn G. Baldwin  
Community Development Director

**City Manager's Comments:**

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

  
Mark S. Watson

  
Date

Section 7.04 UB-2, Unified General Business Districts

The following regulations shall apply in UB-2, Unified General Business District.

(a) Permitted Principal Uses:

1. Any retail business, whose principal activity is the sale of merchandise in an enclosed building.
2. Office building uses resulting from any of the following occupations: executive, administrative, professional, accounting, banking, writing, clerical, stenographic, drafting, graphic arts, printing, and sales, including computer, electronic and video sales and services.
3. Office, showroom and workshop of a plumber, electrician, decorator, dressmaker, tailor, baker, printer, upholsterer, or an establishment doing photographic reproduction, laundering, dyeing, cleaning, radio or home appliance repair, and similar establishments that require a retail adjunct of no more objectionable character subject to the following provisions: not more than five (5) persons shall be employed at any time in the manufacturing or processing activities of such establishments.
4. Restaurant, tea room, cafe, or other place serving food or beverage.
5. Enclosed theater, radio and television studio, assembly hall, concert hall, dance hall, bowling alley, skating rink, or similar recreation use or place of assembly.
6. Service establishments such as:
  - Self-service laundromat
  - Self-service dry cleaning
  - Shoe repair and shoe shine shops
  - Barber shops
  - Beauty shops
7. Church, school, public library.
8. Clinic, mental health clinic, but excluding animal hospital, penal or correctional institution.
9. Community buildings and meeting rooms, nonprofit school, religious, educational, charitable, philanthropic, civic, or professional club except where a principal activity thereof is a service customarily carried on as a business.
10. Filling station, off-street parking lot, and general garage.
11. Public and semipublic uses: Municipal use, state or federal uses, public utility building, telephone exchange, electric transmission towers, pumping station, gas regulation station, transformer station with service yard but without storage yard.
- ~~12. Mortuary establishment.~~
- ~~13. Bus passenger station.~~
- ~~14. Commercial greenhouse or nursery.~~

15. Hotel, motel, or tourist home.
16. Research laboratory including incidental pilot plant processing operations that will not be incompatible with the general business character of the district and will not create any more dangerous or objectionable elements than are characteristic of other uses expressly permitted.
- ~~17. Car dealerships whose site plans were approved by the Oak Ridge Regional Planning Commission, or which were rezoned from B-3 to UB-2, prior to December 31, 1985.~~  
 \_\_\_\_\_ (Ord. No. 11-90 Revised Effective 5/17/90)
18. Family day care home, child care center, and private education institution.  
 (Ord. No. 16-90 Revised Effective 7/5/90)

**19. Public Museum**

(b) Permitted Accessory Uses:

1. Any use customarily incidental to permitted principal uses.
2. Signs (see Article XIV)  
 (Ord. No. 31-86 Revised Effective 1/1/87)
3. Automobile parking (see Section 11.02).
4. Single dwelling unit as quarters for a watchman, caretaker or custodian on the premises.

(c) ~~Uses Requiring Board of Appeals Permit:~~ **Special Exceptions** - Under such conditions as the Board of **Zoning** Appeals may impose to ensure that the following uses will not cause undue traffic congestion; create a traffic hazard; or otherwise impair the public health, safety, morals, convenience, comfort, prosperity, or other aspects of the general welfare.

1. Public recreation uses such as parks, playgrounds, golf courses, ball fields, athletic fields, and stadiums; providing the proposed use will have adequate water supply, waste disposal, and other necessary facilities; and will not cause undue traffic congestion or create a traffic hazard.
2. ~~Public museum.~~ **Multifamily dwellings allowed only when part of an overall Planned Unit Development (PUD) zone designation.**
3. Hospital, provided that the lots shall have two thousand five hundred (2,500) square feet for each bed in such hospital, and precautions of building location and other precautions necessary to preserve the character of the district.
- ~~4. Cemetery, providing such use will have a minimum lot area of 200,000 square feet, will have a setback of fifty (50) feet from all property lines in which monuments and all other structures are prohibited and will not cause undue traffic congestion, or create a traffic hazard.~~
- ~~5. Wholesale, storage and warehouse facility, freezer and locker.~~

6. Veterinarian clinic and small animal hospital, provided there be no animal pens or runs outside a building.

(Ord. No. 26-91 Revised Effective 12-19-91)

7. Depot for the collection and delivery of articles and merchandise, including facilities for the storage and servicing of vehicles and equipment used in connection therewith.

8. Helicopter passenger station.

- ~~9. Transitional Accessory Uses (see Section 4.08 for Criteria).~~

~~(Ord. No. 4-98 Revised Effective 1/15/98)~~

10. Night Clubs, Dance Clubs, Taverns, Clubs (private), Lodges and Similar Uses.

(Ord. No. 6-99 Revised Effective 5/13/99)

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

Maximum Usable Floor Area to Lot Area: 80%.

Minimum Size of District: None.

Minimum Required Setback Dimensions in Feet: Front - 30 ft.;

Side -30 ft. where the side yard in a UB-2 Zone adjoins a different zoning district.

Side setback where the side yard adjoins property zoned UB-2 - none required, provided that building placement is compatible with existing site development on the adjacent parcel, and that for the purposes of fire protection there is a usable corridor on the lot from front to rear of not less than 6 feet in width for access to the rear of any building on such lot, unless such access to the site is otherwise provided;

Rear - 30 ft. where the rear yard in a UB-2 Zone adjoins a different zoning district.

Rear setback where the rear yard adjoins property zoned UB-2 - none required, provided that building placement is compatible with existing site development on the adjacent parcel, and that for the purposes of fire protection there is a usable corridor on the lot along the rear of the lot not less than 6 feet in width for access to the building on such lot, unless such access to the site is otherwise provided.

Maximum Height in Feet: 35.

Maximum Height in Stories: 3.

(Ord. No. 1-94 Revised Effective 1/13/94)

NOTE: See Articles XIII and XVI of this ordinance for applicable site plan review regulations.

(Ord. No. 25-93 Revised Effective 9/30/93)

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, BY AMENDING ARTICLE VII, TITLED "PARKING AND BUSINESS DISTRICTS" SECTION 7.04, TITLED "UB-2, UNIFIED GENERAL BUSINESS DISTRICTS," AS FOLLOWS: BY DELETING SUBSECTIONS (A)(12), (A)(13), (A)(14) AND (A)(17) WITHOUT REPLACEMENT AND BY ADDING A NEW SUBSECTION (A)(19) TO ADD PUBLIC MUSEUMS AS A PERMITTED PRINCIPAL USE; BY AMENDING THE TITLE OF SUBSECTION (C) TO "SPECIAL EXCEPTIONS" FOR CONSISTENCY WITHIN THE ZONING ORDINANCE; BY AMENDING THE INTRODUCTORY LANGUAGE OF SUBSECTION (C) TO INCLUDE THE WORD "ZONING" IN THE PHRASE "BOARD OF APPEALS;" AND BY AMENDING SUBSECTION (C) TO DELETE PUBLIC MUSEUM; CEMETERY; WHOLESALE, STORAGE AND WAREHOUSE FACILITY, FREEZER AND LOCKER; AND TRANSITIONAL ACCESSORY USES AS SPECIAL EXCEPTIONS AND TO ADD MULTIFAMILY DWELLINGS AS PART OF A PLANNED UNIT DEVELOPMENT AS A SPECIAL EXCEPTION.

WHEREAS, the City of Oak Ridge desires to amend the permitted principal uses and special exceptions (formally referred to as "Uses Requiring Board of Appeals Permit") for UB-2, Unified General Business districts; and

WHEREAS, the amendments delete four permitted principal uses (mortuaries, bus passenger stations, commercial greenhouses/nurseries, and car dealership) and add one new permitted principal use (public museums); and

WHEREAS, the amendments delete four uses requiring special exception from the board (public museum; cemetery; wholesale, storage and warehouse facility, freezer and locker; and transitional accessory uses) and add one use (multifamily dwellings as part of an overall Planned Unit Development zone designation) requiring special exception from the board; and

WHEREAS, the following changes have been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

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

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

Section 1. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.04, titled "UB-2, Unified General Business Districts," is hereby amended by deleting subsections (a)(12), (a)(13), (a)(14), and (a)(17) without replacement and adding a new subsection (a)(19) which new subsection shall read as follows:

**ARTICLE VII  
PARKING AND BUSINESS DISTRICTS**

**Section 7.04. UB-2, Unified General Business Districts**

The following regulations shall apply in UB-2, Unified General Business District.

- (a) Permitted Principal Uses:
19. Public museum.

Section 2. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.04, titled "UB-2, Unified General Business Districts," is hereby amended by changing the title of subsection (c) from "Uses Requiring Board of Appeals Permit" to "Special Exceptions."

Section 3. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.04, titled "UB-2, Unified General Business Districts," subsection (c), titled "Special Exceptions," is hereby amended by inserting the word "Zoning" in between the words "Board of" and "Appeals."

Section 4. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.04, titled "UB-2, Unified General Business Districts," is hereby amended by deleting subsection (c)(2) and substituting therefor a new subsection (c)(2) which new subsection shall read as follows:

**ARTICLE VII  
PARKING AND BUSINESS DISTRICTS**

**Section 7.04. UB-2, Unified General Business Districts**

The following regulations shall apply in UB-2, Unified General Business District.

(c) Special Exceptions:

2. Multifamily dwellings allowed only when part of an overall Planned Unit Development (PUD) zone designation.

Section 4. Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," Article VII, titled "Parking and Business Districts," Section 7.04, titled "UB-2, Unified General Business Districts," is hereby amended by deleting subsections (c)(4), (c)(5), and (c)(9) without replacement.

Section 6. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Diana R. Stanley, City Clerk

Public Hearing:	<u>2/09/2015</u>
First Reading:	<u>3/09/2015</u>
Publication Date:	<u>3/17/2015</u>
Second Reading:	<u>4/13/2015</u>
Publication Date:	<u>4/16/2015</u>
Second Public Hearing:	<u>5/11/2015</u>
Publication Date:	<u>4/27/2015</u>
Final Second Reading:	<u>5/11/2015</u>
Effective Date:	<u>                    </u>

**ELECTIONS**  
**&**  
**APPOINTMENTS**  
**ANNOUNCEMENTS**  
**SCHEDULING**

**CITY CLERK MEMORANDUM**  
**15-19**

**DATE:** April 27, 2015

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

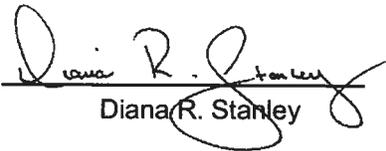
**FROM:** Diana R. Stanley, City Clerk

**SUBJECT:** APPOINTMENT TO YOUTH ADVISORY BOARD SCREENING PANEL

City staff has begun accepting applications to elect new members to the Youth Advisory Board (YAB) for the 2014-2015 school year.

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

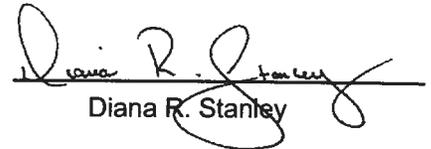
For the past two (2) consecutive years, Councilman Hope has served as Council's representative and has expressed an interest in serving again. In accordance with the abovementioned resolution, City Council will need to appoint a Council representative to this panel.

  
Diana R. Stanley

**CITY CLERK MEMORANDUM  
15-21**

**DATE:** April 29, 2015  
**TO:** Honorable Mayor and Members of City Council  
**FROM:** Diana R. Stanley, City Clerk  
**SUBJECT:** STATE OF TENNESSEE COMMUNICATION TO BE READ AT THE MAY 11, 2015 CITY COUNCIL MEETING

In order to comply with a request from the State of Tennessee Comptroller of the Treasury, the attached communication shall be read at the May 11, 2015 City Council meeting and will be included as part of the content of the minutes.

  
Diana R. Stanley

Attachment :  
Letter from the State of Tennessee Comptroller of the Treasury, April 7, 2015



STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE AND LOCAL FINANCE  
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872  
FAX (615) 741-5986

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CITY MANAGER'S OFFICE

April 7, 2015

The Honorable Mayor and City Council  
Mr. Mark S. Watson, City Manager  
City of Oak Ridge  
P. O. Box 1  
Oak Ridge, TN 37831-0001

Dear Mayor Gooch, Mr. Watson, and Councilmembers:

This letter should be included in the minutes of the next meeting of the City Council with a copy provided to each Councilmember.

In the City's fiscal year 2015 budget approval letter dated December 30, 2014, this Office asked the City Council to review the working capital requirements for the Solid Waste Fund to determine the necessary level of cash needed to sustain its operations. As part of this review, we asked the City Council to make a recommendation for the amount of cash required to sustain its operations.

**City's Review and Working Capital Recommendation**

The City Council determined that it would dissolve the Solid Waste Fund and transfer its activities to the General Fund. Mr. Watson stated in the City's response letter that the City Council would appropriately amend the City's budget ordinance to facilitate this action.

In accordance with generally accepted accounting principles, the City reported Solid Waste activities in the General Fund. State statutes had previously required that the City budget the Solid Waste Fund activities in a separate fund. By dissolving this separate fund, the condition creating the zero fund balance is eliminated.

Thank you for providing us with the results of the City's review and the Council's action to address the zero beginning and ending fund balance in the Solid Waste Fund.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Thompson".

Sandra Thompson  
Director of the Office of State and Local Finance

CC: Mr. Jim Arnette, Director of Local Government Audit