OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

October 14, 2019 - 7:00 p.m.

AGENDA

I. INVOCATION
   Elder Henry Watson, Mt. Zion Baptist Church

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PROCLAMATIONS AND PUBLIC RECOGNITIONS
   Public Recognitions
   Recognition of the Oak Ridge Senior Center for October 15, 2019 Grand Opening
   Recognition of Bruce Applegate and Amy Fitzgerald for receiving the Community Participation Award from the International City Manager’s Association – City Manager Mark Watson
   Recognition of Beth Hickman for receiving the President’s Award from the Tennessee Association of Municipal Clerks and Recorders
   Proclamations
   a. A proclamation honoring Bill Capshaw as the recipient of the 2019 ADFAC Bow Tie Award
   b. A proclamation recognizing the 75th Anniversary of the Oak Ridge Civic Music Association
   c. A proclamation recognizing the American Museum of Science and Energy for receiving The Leading Edge Overcomer Award from the Association of Science and Technology Centers
   d. A proclamation designating October, 2019 as Fire Prevention Month
   e. A proclamation designating October, 2019 as Domestic Violence Awareness Month
   f. A proclamation designating October 23-31, 2019 as Red Ribbon Week

V. SPECIAL REPORTS
   Report on the City’s closing for $22.5 million through the Water Infrastructure Finance and Innovation Act (WIFIA) program through the United States Environmental Protection Agency – City Manager Mark Watson
   Update on the Tennessee Valley Authority Long-term Partnership Proposal – Jack Suggs, Electric Department Director
VI. CONSENT AGENDA

a. Approval of September 9, 2019 City Council regular meeting minutes

b. Transmittal of Report on Debt Obligation – State Form CT-0253 on $28,295,000 in General Obligation Refunding Bonds, Series 2019

c. A RESOLUTION ACCEPTING AN ASSISTANCE TO FIREFIGHTER GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $184,545.45, WITH A LOCAL MATCH REQUIREMENT $18,454.55.

d. A RESOLUTION ACCEPTING A LIBRARY SERVICES AND TECHNOLOGY GRANT FROM THE STATE OF TENNESSEE FOR THE OAK RIDGE PUBLIC LIBRARY IN THE AMOUNT OF $5,022.00, WITH A LOCAL MATCH REQUIREMENT OF $5,022.00.

e. A RESOLUTION ACCEPTING TWO (2) GRANTS FROM THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE POLICE DEPARTMENT IN THE AMOUNTS OF $20,000.00 AND $22,000.00, WITH NO LOCAL MATCH REQUIREMENT.

f. A RESOLUTION APPROVING THE PURCHASE OF A PRECAST RESTROOM FOR BLANKENSHIP FIELD FROM CTX, INC., THROUGH THE PURCHASING COOPERATIVE SOURCEWELL IN AN AMOUNT NOT TO EXCEED $40,000.00, SUBJECT TO ACCEPTANCE OF THE BID FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

VII. PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

a. AN ORDINANCE TO AMEND TITLE 13, TITLED “PROPERTY MAINTENANCE REGULATIONS,” OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 3, TITLED “JUNKED VEHICLES,” IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW CHAPTER 3, TITLED “JUNKED VEHICLES,” FOR THE PURPOSE OF UPDATING THE PROVISIONS.

b. AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED “COMMUNICATIONS IN THE RIGHTS-OF-WAY,” FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018.

VIII. FINAL ADOPTION OF ORDINANCES

a. AN ORDINANCE TO AMEND SUBAREAS B, F, AND J OF THE MASTER PLAN FOR THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE); SAID AMENDMENTS DO NOT CHANGE THE ZONING DESIGNATION OF THE DEVELOPMENT WHICH REMAINS TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT.

b. AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED “A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE,” AS AMENDED, BY UPDATING THE FOLLOWING SECTIONS: ARTICLE 2, TITLED “SCOPE OF CLASSIFIED SERVICE”; SECTION 5.3, TITLED “ENTRY LEVEL SALARY RATES”; SUBSECTION 8 AND C OF SECTION 5.4, TITLED “COMPENSATION PLAN ADMINISTRATION”; SECTION 5.5, TITLED “CITY ATTORNEY AND CITY DEFENSE ATTORNEY”; SECTION 6.5, TITLED “CALL-OUT GUARANTEE”; SUBSECTION 7.2.B, TITLED “NEPOTISM”; SUBSECTION 7.2.D, TITLED “RE-EMPLOYMENT RIGHTS”; SUBSECTIONS B AND H AND FINAL PAYMENT OF SECTION 9.1, TITLED “TERMINATIONS”; SUBSECTION C OF SECTION 10.3, TITLED
"GRIEVANCE PROCEDURE"; SUBSECTION C OF SECTION 11.1, TITLED "GENERAL LEAVE"; AND SUBSECTION A OF SECTION 11.2, TITLED "EMERGENCY LEAVE"; ALL FOR THE PURPOSES OF UPDATING THE PERSONNEL PLAN AS SET FORTH BELOW.

IX. RESOLUTIONS

a. A RESOLUTION APPROVING REVISED BYLAWS OF THE PERSONNEL ADVISORY BOARD.

b. A RESOLUTION TO AMEND THE CONTRACT (FY2020-001) WITH SWEEPING CORPORATION OF AMERICA, INC., NASHVILLE, TENNESSEE, TO MODIFY THE SCOPE OF WORK AND INCREASE THE COMPENSATION TO $97,772.40, AND TO RESCIND RESOLUTION 8-88-2019.

c. A RESOLUTION TO APPROVE A MASTER AGREEMENT WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) TO ALLOW THE CITY TO BECOME A PARTICIPATING MEMBER IN THE PURCHASING COOPERATIVE, AND AUTHORIZING THE EXPENDITURE OF UP TO $372,478.30 FOR FURNITURE FOR THE NEW PRESCHOOL BUILDING, WHICH AMOUNT INCLUDES $10,000.00 FOR TARIFFS AND CONTINGENCIES.

d. A RESOLUTION RATIFYING THE AUTHORIZATION OF THE ISSUANCE OF A BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO FINANCE A WATERWORKS SYSTEM IMPROVEMENT PROJECT.

X. APPEARANCE OF CITIZENS

XI. ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING

a. Elections/Appointments

b. Announcements

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
DATE: October 4, 2019

TO: Honorable Mayor and Members of City Council

FROM: Mary Beth Hickman, City Clerk

SUBJECT: PROCLAMATIONS FOR THE October 14, 2019 CITY COUNCIL MEETING AGENDA

The following proclamations are presented for the October 14, 2019 City Council meeting for the City Council’s consideration:

A proclamation honoring Bill Capshaw as the recipient of the 2019 ADFAC Bow Tie Award

This proclamation was requested by Annie Stout Cacheiro, Executive Director of Aid to Distressed Families of the Appalachian Counties (ADFA), and by Councilmember Jim Dodson, to honor Bill Capshaw as the recipient of this year’s Bow Tie Award.

A proclamation recognizing the 75th Anniversary of the Oak Ridge Civic Music Association

This request was submitted by Lisa Muci Eckhoff, Executive Director of the Oak Ridge Civic Music Association, and Mayor Pro Tem Rick Chinn, to recognize the Oak Ridge Civic Music Association on its 75th Anniversary.

A proclamation recognizing the American Museum of Science and Energy for receiving The Leading Edge Overcomer Award from the Association of Science and Technology Centers

This request was submitted by Councilmember Jim Dodson to recognize the American Museum of Science and Energy for receiving the first-ever Leading Edge Overcomer Award from the Association of Science and Technology Centers.

A proclamation designating October, 2019 as Fire Prevention Month

This request was submitted by Oak Ridge Fire Marshal Travis Solomon. In recognition of Fire Prevention Month, the Fire Department, in conjunction with the Oak Ridge Police Department and the Neighborhood Watch Program, is holding a Fire and Crime Prevention Celebration on October 26, 2019.

A proclamation designating October, 2019 as Domestic Violence Awareness Month

This request was submitted by Maggie McNally, Director of Anderson County Services for YWCA Knoxville Tennessee Valley, to designate October, 2019 as Domestic Violence Awareness Month.

A proclamation designating October 23-31, 2019 as Red Ribbon Week

This request was submitted by Stacey Pratt, Project Director of ASAP of Anderson, to designate October 23-31, 2019 as Red Ribbon Week in order to bring awareness to the issue of substance misuse in Anderson County.

Mary Beth Hickman

Attachments:
Proclamations
PROCLAMATION

WHEREAS, Aid to Distressed Families of the Appalachian Counties (ADFAC) has chosen Bill Capshaw as the recipient of this year's Bill Wilcox Bow Tie Award; and

WHEREAS, Bill Capshaw embodies the true meaning of this award through his tireless commitment of his amazing talent to create a positive impact on his community and working to do good for others in unique, selfless ways; and

WHEREAS, Mr. Capshaw was born October 1, 1949 in Oak Ridge and attended Scarboro Elementary School, Robertsville Junior High School, and graduated from Oak Ridge High School, where he played school and recreational baseball and basketball, making the All-Star Team his junior year at Oak Ridge High School; and

WHEREAS, Mr. Capshaw graduated from East Tennessee State University with a Bachelor of Fine Arts and a Master of Fine Arts in Printing Processes, and after serving as an educator in Richmond, Virginia, returned to Oak Ridge and was employed by Union Carbide and later Bechtel Jacobs where he served as Division Site Manager for Information Management Services before retiring with thirty years of government experience; and

WHEREAS, Mr. Capshaw first began teaching at the Oak Ridge Art Center in 1977 and after a brief break returned in 1990, serving on the Board of Directors and as President of the Board; and

WHEREAS, Mr. Capshaw has also served as a member of several craft guilds, as a board member of the United Way of Anderson County, a volunteer for the Tennessee Arts Commission, and established the Tennessee Governor's Arts Award in 2017; and

WHEREAS, Mr. Capshaw's work has been featured at numerous art shows throughout Tennessee, North Carolina and Virginia, and has been included in the Governor's Inaugural Ball, countless fundraisers and permanent collections, such as the ETSU Slocum Gallery, Tennessee Arts Commission, and Huntsville Fine Arts Museum, and pieces are owned by many private collectors, including the Mayor of Naka, Japan; and

WHEREAS, Mr. Capshaw's work is representative of his life and the many influences he has encountered along the way.

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

That in recognition of his incomparable talent and love of his community, the Oak Ridge City Council pays tribute to

BILL CAPSHAW

and congratulates him on receiving the Bill Wilcox Bow Tie Award from Aid to Distressed Families of the Appalachian Counties (ADFAC).

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 14th day of October in the year 2019.

WARREN L. GOOCH, MAYOR
PROCLAMATION

WHEREAS, the Oak Ridge community was created in a short period of time with a diverse mixture of gifted and talented people interested in the arts and sciences; and

WHEREAS, many brilliant scientists gathered in Oak Ridge were also gifted musicians, and decided to band together to perform classical music; and

WHEREAS, the Oak Ridge Symphony Orchestra began its life in the living room of scientist, cellist and conductor Waldo Cohn and family; and

WHEREAS, today, the Oak Ridge Civic Music Association is the umbrella organization for the professional Oak Ridge Symphony Orchestra, the unique Chamber Music Series that attracts local and national artists, and the community Oak Ridge Chorus; and

WHEREAS, today, the Oak Ridge Civic Music Association (ORCMA) is a presenting organization dedicated to providing quality music to the people of Oak Ridge and the surrounding communities; promoting participation in musical performances; and contributing to the musical education of people of all ages; and

WHEREAS, the Oak Ridge Civic Music Association also presents the annual Free Family Concert that includes special programming and activities for East Tennessee families, and a free Coffee Concert Series that provides a performance space for talented up-and-coming local artists; and

WHEREAS, the year 2018 marked the 75th anniversary of the City of Oak Ridge, Tennessee; and

WHEREAS, the Oak Ridge Civic Music Association is one such remarkable organization that is celebrating its 75th anniversary of presenting live orchestral, choral and chamber music in Oak Ridge on October 20, 2019;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the City joins in celebrating

THE OAK RIDGE CIVIC MUSIC ASSOCIATION'S 75TH ANNIVERSARY IN OAK RIDGE

and expresses its appreciation for the service and musical excellence that the organization has provided through its dedication to the citizenry of the City of Oak Ridge and surrounding communities.

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 14th day of October in the year 2019.

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WARREN L. GOOCH, MAYOR
PROCLAMATION

WHEREAS, the Association of Science and Technology Centers (ASTC), the professional association for science centers and museums, honored five of its member organizations and two member professionals during the 2019 ASTC Annual Conference in Toronto, Canada September 21st – 24th; and

WHEREAS, now in their 15th year, the Roy L. Shafer Leading Edge Awards are presented annually by ASTC to recognize extraordinary accomplishments in business practice, visitor experience, and leadership in science centers and museums around the globe; and

WHEREAS, a new award category for 2019, the Overcomer, celebrates an ASTC-member science center or museum that has successfully surmounted a significant and specific challenge; and

WHEREAS, the first Leading Edge Overcomer Award was presented to the American Museum of Science and Energy (AMSE), which needed to move from its aging 54,000 square-foot facility into a new, 18,000 square-foot space with state-of-the-art new exhibits; and

WHEREAS, AMSE developed extensive collaborations and partnerships that melded a science-rich local history, civic pride, culture, and enthusiasm for science, technology, engineering and mathematics engagement into something uniquely Oak Ridge; and

WHEREAS, scientists from Oak Ridge National Laboratory, Oak Ridge Office of Environmental Management, and the Y-12 National Security Complex, community leaders, museum professionals, and volunteers were enlisted to help design the new space and create five globally significant science exhibitions and a home for the most popular and engaging interactive stations from the existing facility; and

WHEREAS, by working with local scientific, historical, cultural, tourism and community organizations, the museum created new festivals, spaces for community groups to exhibit their work every three months, and events featuring scientists with connections to Oak Ridge; and

WHEREAS, this exceptional recognition by an international jury of its peers exemplifies the tireless dedication of the museum staff, volunteers, board members and community partners who make the American Museum of Science and Energy the incredible museum that it is.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE, that the City of Oak Ridge pays tribute to

THE AMERICAN MUSEUM OF SCIENCE AND ENERGY

for its receipt of the Association of Science and Technology Centers Leading Edge Overcomer Award and that all residents be encouraged to visit the museum and experience all that it has to offer our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oak Ridge to be affixed, this the 14th day of October in the year 2019.

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WARREN L. GOOCH, MAYOR
PROCLAMATION

WHEREAS, the Great Chicago Fire of 1871 killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres; and

WHEREAS, at the same time the Peshtigo Fire also roared through Northeast Wisconsin, burning down 16 towns, killing 1,152 people and scorching 1.2 million acres, making it the most devastating forest fire in American history; and

WHEREAS, both blazes produced countless tales of bravery and heroism, and also changed the way firefighters and public officials thought about fire safety; and

WHEREAS, on the 40th anniversary of the Great Chicago Fire, the Fire Marshals Association of North America (today known as the International Fire Marshals Association) decided that the anniversary should be observed in a way that would keep the public informed about the importance of fire prevention; and

WHEREAS, in 1920, President Woodrow Wilson issued the first National Fire Prevention proclamation; and

WHEREAS, the President of the United States has signed a proclamation proclaiming a national observance every year since 1925, making it the longest running public health and safety observance on record; and

WHEREAS, the Oak Ridge Fire Department will provide in-home assistance with smoke alarm installation and home escape planning and conduct educational programs within our school system to increase awareness of the importance of fire prevention and safety; and

WHEREAS, the Oak Ridge Fire Department and Oak Ridge Police Department, in conjunction with the Neighborhood Watch Program, will hold a Fire and Crime Prevention Celebration on October 26, 2019 to celebrate and provide a safety message to the public.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the month of October, 2019 be proclaimed

FIRE PREVENTION MONTH

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to practice fire prevention and safety by checking their smoke alarms and designing a home escape plan.

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 14th day of October in the year 2019.

WARREN L. GOOCH, MAYOR
PROCLAMATION

WHEREAS, across the state of Tennessee, there were 73,408 victims of domestic violence as reported by the Tennessee Bureau of Investigation – Crimes in Tennessee, 2018; and

WHEREAS, in 2018, the YWCA Knoxville and the Tennessee Valley served 1,102 victims of domestic violence, 234 being Oak Ridge/Anderson County residents; and

WHEREAS, the YWCA Knoxville and the Tennessee Valley is on a mission to support victims of domestic violence and has been providing domestic violence services for thirty-five years, seeking to ensure that victims are safe, families are safe, and communities are safe; and

WHEREAS, the YWCA works tirelessly to prevent domestic violence through its signature violence prevention program, GameChangers, while continuing to provide services to victims throughout the Tennessee Valley; and

WHEREAS, each year, October is proclaimed as National Domestic Violence Awareness Month to bring awareness to the right to be free from violence and abuse and recognize that more work remains until every individual is able to live free from fear and abuse.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that the month of October, 2019 be proclaimed

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Oak Ridge, Tennessee, and that all citizens be encouraged to speak out against domestic violence and to support local efforts to assist victims of these crimes in finding the help and healing they need.

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 14th day of October in the year 2019.

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WARREN L. GOOCH, MAYOR
PROCLAMATION

WHEREAS, Anderson County, like hundreds of other counties across the country, has felt the devastation of the consequences of substance misuse as it has risen to crisis levels; and

WHEREAS, the ASAP Coalition and Youth Ambassadors have been working in Oak Ridge and throughout Anderson County to increase knowledge, reduce access and encourage a drug-free lifestyle; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the I AM ONE campaign, promoted by ASAP of Anderson, symbolizes the role each of us can play to have the greatest impact on this crisis to be proactive against substance misuse in our community; and

WHEREAS, because success will not occur overnight, our patience and continued commitment to substance misuse prevention are imperative; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE that October 23-31, 2019 be proclaimed

RED RIBBON WEEK

in the City of Oak Ridge, Tennessee, and that all citizens, businesses, public and private agencies, media, service organizations, religious and educational institutions are encouraged to participate in the Red Ribbon Week activities throughout the week, wear and display red ribbons to make a visible statement of commitment to a drug-free community, and proclaim "I AM ONE" who can play a vital role in preventing substance misuse.

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 14th day of October in the year 2019.

WARREN L. GOOCH, MAYOR
SPECIAL REPORTS
ELECTRIC DEPARTMENT MEMORANDUM
19-57

TO: Mark S. Watson, City Manager
FROM: Jack L. Suggs, Electric Director
DATE: September 25, 2019

SUBJECT: UPDATE ON THE TVA LONG-TERM PARTNERSHIP PROPOSAL

At the September Council meeting, the City Council approved the Long-Term Partnership Proposal between the City of Oak Ridge, Tennessee (City) and Tennessee Valley Authority (TVA). The purpose of this memorandum is to discuss effects of and further developments relative to that agreement.

The City of Oak Ridge purchases electric power from TVA for resale following a model established over eighty-five years ago for our region. The model is protected by contractual agreements and Federal Law. The approved contract amendment, among other actions, extended our contract with TVA from a ten year notice of termination to a twenty year notice.

The long term nature of the amendment benefits TVA by extending its planning window for capital improvements, and by allowing it to change its debt reduction targets and slopes. Such changes allow TVA to reduce rate-based income without negatively impacting system performance.

Oak Ridge benefits in several ways from the agreement. First, of course, TVA is passing on the financial benefit in the form of a wholesale bill credit of 3.1% of standard service wholesale cost, exclusive of fuel cost. This is accompanied by guarantees concerning rate stability. For Oak Ridge, this equates to an annual credit of approximately $947,000, funds which the City can invest in new technology for our system.

The proposal makes other commitments including strong engagement for strategic resources and financial planning decisions and providing limited flexibility with regards to full requirements of the contract. TVA will begin working with its long term partners in early November to define the exact implementation of these goals.

In approving this agreement, the Council had to consider the long-term commitment involved and the possible future with regard to our power supply. It is impossible to know what the situation will be for those who follow in our footsteps. The contract itself supplies some protection for those who will follow us, including a "favored nation" status to the City, and protection in case TVA is sold.

The very nature of TVA itself also provides protection into the future. TVA is publically owned and governed by a Board appointed through a political process. Unlike other potential sources of power, TVA's governance can be and has been influenced and changed through the efforts of its customers in the political process.

Jack L. Suggs
OAK RIDGE CITY COUNCIL MEETING
Municipal Building Courtroom

September 9, 2019

Minutes

The regular meeting of the City Council of the City of Oak Ridge, Tennessee convened at 7:00 p.m. on September 9, 2019 in the Courtroom of the Municipal Building with Mayor Warren L. Gooch presiding.

INVOCATION

The invocation was given by Oak Ridge Police Department Chaplain Darrell Cook.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by members of the Glenwood Elementary School Student Leaders Committee.

ROLL CALL

Upon roll call the following Councilmembers were present: Councilmember Kelly Callison; Mayor Pro Tem Rick Chinn, Jr.; Councilmember Jim Dodson; Mayor Warren L. Gooch; Councilmember Derrick Hammond; Councilmember Charles J. Hope, Jr.; and Councilmember Ellen Smith.

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney, Mary Beth Hickman, City Clerk; and Janice McGinnis, Finance Director.

PROCLAMATIONS AND PUBLIC RECOGNITIONS

Proclamations

A proclamation recognizing the 73rd Annual NAACP State Convention in Oak Ridge
Councilmember Dodson moved for approval of the proclamation, and Councilmember Smith seconded. The motion passed unanimously by voice vote.

A proclamation designating September 19, 2019 as Contact Care Line Simple Kindness Day
Mayor Pro Tem Chinn moved for approval of the proclamation, and Councilmember Smith seconded. The motion was approved unanimously by voice vote.

A proclamation designating September 21, 2019 as Historically Black Colleges and Universities Expo Day
Councilmember Hammond moved for approval of the proclamation, and Councilmember Hope seconded. The motion passed unanimously by voice vote.

SPECIAL REPORTS

(NONE)

Mayor Pro Tem moved to suspend the rules to call up the following item out of order on the agenda, and Councilmember Dodson seconded:

Resolution No. 9-100-2019

A RESOLUTION AUTHORIZING THE ISSUANCE OF A BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO FINANCE A WATERWORKS SYSTEM IMPROVEMENT PROJECT; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SUCH BOND;
ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM: PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES FROM THE WATERWORKS SYSTEM OF THE MUNICIPALITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SUCH BOND AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BOND.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution, and Mark Mamantov with Bass Berry & Sims and bond counsel for the City, answered questions from Council.

Councilmember Hope stated that the City needs to be in continued negotiations with the Department of Energy with respect to their role in funding of a new water plant. Councilmember Hammond inquired if there has been any significant movement in the negotiations. Mayor Pro Tem Chinn stated that the Department of Energy is not going anywhere, and if they are here they are going to buy water.

Martin McBride, 954 W. Outer Drive, Oak Ridge, stated that the Department of Energy needed to be present at this meeting and that the burden of DOE should not be pushed off onto Oak Ridge taxpayers.

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

CONSENT AGENDA

Councilmember Callison moved for approval of the Consent Agenda, and Councilmember Hope seconded.

The Consent Agenda was approved unanimously by voice vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting “Aye.”

Approval of the August 12, 2019 City Council regular meeting minutes

Approval of the August 20, 2019 City Council special meeting minutes

2019-2020 Youth Advisory Board Goals and Objectives

PUBLIC HEARINGS AND FIRST READING OF ORDINANCES

FINAL ADOPTION OF ORDINANCES

AN ORDINANCE TO AMEND SUBAREAS B, F, AND J OF THE MASTER PLAN FOR THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE); SAID AMENDMENTS DO NOT CHANGE THE ZONING DESIGNATION OF THE DEVELOPMENT WHICH REMAINS TND, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT.

Mayor Pro Tem Chinn moved for approval of the ordinance, and Councilmember Callison seconded.

Councilmember Dodson moved to open the public hearing, and Councilmember Smith seconded. The motion was approved unanimously by voice vote.

Linda Adams, 102 Fallberry Street, Oak Ridge, had questions regarding the width of streets in the subdivision under the proposed amendment. Community Development Director Wayne Blasius and developer Daniel Smith answered this and other questions from Council.
Seeing no other citizens who wished to address Council on this issue, Councilmember Hammond moved that the public hearing be closed, and Councilmember Dodson seconded.

The ordinance was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY UPDATING THE FOLLOWING SECTIONS: ARTICLE 2, TITLED "SCOPE OF CLASSIFIED SERVICE"; SECTION 5.3, TITLED "ENTRY LEVEL SALARY RATES"; SUBSECTIONS B AND C OF SECTION 5.4, TITLED "COMPENSATION PLAN ADMINISTRATION"; SECTION 5.5, TITLED "CITY ATTORNEY AND CITY DEFENSE ATTORNEY"; SECTION 6.5, TITLED "CALL-OUT GUARANTEE"; SUBSECTION 7.2.B, TITLED "NEPOTISM"; SUBSECTION 7.2.D, TITLED "RE-EMPLOYMENT RIGHTS"; SUBSECTIONS B AND H OF FINAL PAYMENT OF SECTION 9.1, TITLED "TERMINATIONS"; SUBSECTION C OF SECTION 10.3, TITLED "GRIEVANCE PROCEDURE"; SUBSECTION C OF SECTION 11.1, TITLED "GENERAL LEAVE"; AND SUBSECTION A OF SECTION 11.2, TITLED "EMERGENCY LEAVE"; ALL FOR THE PURPOSES OF UPDATING THE PERSONNEL PLAN AS SET FORTH BELOW.

Councilmember Dodson moved for approval of the ordinance, and Councilmember Callison seconded. Administrative Services Director Bruce Applegate provided an overview of the ordinance and answered questions from Council.

The ordinance was approved unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting "Aye."

RESOLUTIONS

Resolution No. 9-101-2019
A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DR. MATT JINKS, MARYVILLE, TENNESSEE, TO PROVIDE VETERINARY SERVICES AT THE OAK RIDGE ANIMAL SHELTER IN AN AMOUNT NOT TO EXCEED $93,300.00.

Councilmember Callison moved for approval of the resolution, and Councilmember Hammond seconded.

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

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FOXPE, LLC, NASHVILLE, TENNESSEE, TO PERFORM A NUTRIENT REDUCTION AND PLANT-WIDE STUDY FOR THE TURTLE PARK WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $102,000.00.

Councilmember Smith moved for approval of the resolution, and Councilmember Callison seconded. Utilities Manager Patrick Berge provided an overview of the resolution and answered questions from Council.

After discussion, Councilmember Smith moved to defer the resolution to the October 14th meeting, and Councilmember Hope seconded. The motion was approved by voice vote.

Resolution No. 9-102-2019
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ROOFCONECT®, SHERIDAN, ARKANSAS, FOR SERVICES RELATED TO THE CENTRAL SERVICES COMPLEX ROOF REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $95,500.00 AND AUTHORIZING THE CITY MANAGER TO SIGN CHANGE ORDERS UP TO $10,000.00 FOR ADDITIONAL SERVICES, IF NEEDED, WHICH ARISE DURING THE CONSTRUCTION PROJECT.
Councilmember Hammond moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution.

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

Resolution No. 9-103-2019
A RESOLUTION AWARDING A CONTRACT (FY2020-006) TO CLASSIC PROTECTIVE COATINGS, INC., MENOMONIE, WISCONSIN, FOR REHABILITATION AND REPAINTING OF THE LOUISIANA AVENUE 100,000 GALLON ELEVATED WATER TANK IN AN AMOUNT NOT TO EXCEED $366,400.00.

Councilmember Dodson moved for approval of the resolution, and Councilmember Hammond seconded.

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

Resolution No. 9-104-2019
A RESOLUTION AWARDING A CONTRACT (FY2020-030) TO WRIGHT CONTRACTING, INC., KNOXVILLE, TENNESSEE, FOR THE RENOVATION AND INSTALLATION OF SECURITY IMPROVEMENTS FOR THE UTILITY BUSINESS OFFICE IN AN AMOUNT NOT TO EXCEED $311,525.00.

Councilmember Hammond moved for approval of the resolution, and Councilmember Smith seconded.

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

Resolution No. 9-105-2019
A RESOLUTION AWARDING A CONTRACT (FY2020-007) TO COPELAND BROTHERS, INC., CLINTON, TENNESSEE, FOR THE LED STREET LIGHTING PROJECT ON MELTON LAKE DRIVE IN AN AMOUNT NOT TO EXCEED $263,408.00.

Councilmember Dodson moved for approval of the resolution, and Councilmember Callison seconded.

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

Resolution No. 9-106-2019
A RESOLUTION ESTABLISHING A NEW UTILITY DEPOSIT STRUCTURE FOR UTILITY ACCOUNTS EFFECTIVE OCTOBER 1, 2019.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution, and Utility Business Office Manager Marlene annon answered questions from Council.

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

Resolution No. 9-107-2019
A RESOLUTION APPROVING A RATE CHANGE AMENDMENT WITH TVA WHICH MODIFIES THE WHOLESALE POWER RATE SCHEDULE TO INTRODUCE A GRID ACCESS CHARGE, EFFECTIVE OCTOBER 2019.

Mayor Pro Tem Chinn moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution and answered questions from Council.

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

**Resolution No. 9-108-2019**
A RESOLUTION APPROVING A RETAIL RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA TO IMPLEMENT A RATE ADJUSTMENT EFFECTIVE OCTOBER 2019.

Councilmember Dodson moved for approval of the resolution, and Councilmember Smith seconded. City Manager Mark Watson provided an overview of the resolution and answered questions from Council.

The resolution passed unanimously by board vote with Councilmembers Callison, Dodson, Hammond, Hope, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting “Aye.”

**Resolution No. 9-109-2019**
A RESOLUTION APPROVING A LONG TERM PARTNERSHIP AGREEMENT WITH TVA.

Councilmember Hammond moved for approval of the ordinance, and Councilmember Smith seconded.

Councilmember Hope expressed concerns with the agreement and the prospect of being locked into a contract for such a long term.

The resolution was approved by board vote with Councilmembers Callison, Dodson, Hammond, Smith, Mayor Gooch and Mayor Pro Tem Chinn voting “Aye,” and Councilmember Hope voting “No.”

**APPEARANCE OF CITIZENS**

Jay Basinger, 15 Presidential Drive, Oak Ridge, addressed Council regarding noise that he hears from music being played at Calhoun’s.

Martin McBride, 954 W. Outer Drive, Oak Ridge, addressed Council regarding the Department of Energy’s travel practices.

**ELECTIONS/APPOINTMENTS, ANNOUNCEMENTS AND SCHEDULING**

**Announcements**

City Manager Mark Watson reminded Council about the work session on Tuesday, September 17th at 6:00 p.m.

**Scheduling**

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

Members of Council requested that Jack Suggs be placed on the agenda for October to provide additional information about the TVA Long Term Partnership agreement.

**SUMMARY OF CURRENT EVENTS**

**CITY MANAGER’S REPORT**

**CITY ATTORNEY’S REPORT**

**ADJOURNMENT:** 9:19 p.m.
DATE: October 8, 2019
TO: Mark S. Watson, City Manager
FROM: Janice E. McGinnis, Finance Director
SUBJECT: Transmittal of Report on Debt Obligation – State Form CT-0253 - $28,295,000 in General Obligation Refunding Bonds, Series 2019

On August 12, 2019, City Council adopted a resolution authorizing the issuance of not to exceed $31,500,000 in fixed interest rate General Obligation Bonds to refund the outstanding $25,840,000 in outstanding Series 2009 and 2009B Series Bonds and issuance of not to exceed $5,000,000 in new bond proceeds to be used for public building improvements, which includes large roof replacements on City and School buildings.

On August 15, 2019, Cumberland Securities, the City’s financial advisor, handled the public offering of City of Oak Ridge $31,305,000 General Obligation Refunding Bonds, Series 2019. There were 9 bidders for the bonds with Robert W. Baird & Co., Inc. submitting the lowest bid. The sale of the bonds closed on September 13, 2019.

The bond issuance was resized to a par of $28,295,000 based on the low bid offering for purchase of the bonds. The specifics of the bond sale transaction are outlined in the attached State Form CT-0253. The bonds were sold at a premium of $2,956,395.75, with issuance costs of $407,257, which included and an underwriter’s discount of $198,740, resulting in a final True Interest Cost (TIC) of 1.8800321%.

The $28,295,000 par amount of the bonds was lower than the anticipated original bond issuance amount due to the $2,956,395.75 bond premium paid by Robert W. Baird. Box 10 of the CT-0253 Form contains the principal payment amount and interest rate of the annual bond maturities. The interest rates the City will pay on the bonds are higher than the TIC due to the premium paid by the low bidder to purchase the bonds.

The refunding of the outstanding 2009 and 2009B Bonds resulted in a debt service savings of $7,241,408.96, comprised of $4,869,330.05 in savings on debt funded through the General Fund, $583,758.74 (water) and $425,037.05 (sewer) in Waterworks Fund debt service savings and $1,333,283.12 in Electric Fund debt service savings. The new debt proceeds generated $5,000,000 in cash to fund public building improvements at a principal and interest cost of $6,169,644.44 over the life of the bonds.

As with the City’s other debt, State Form CT-0253 Report on Debt Obligation is required to be transmitted to City Council. The presentation is for transparency regarding debt transactions; no action is required by City Council.

Attachment
State Form CT-0253

\[Signature\]
Janice McGinnis
**REPORT ON DEBT OBLIGATION**
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. **Public Entity:**
   - Name: City of Oak Ridge, TN
   - Address: 200 South Tulane Ave
     Oak Ridge, TN 37831
   - Debt Issue Name: General Obligation Refunding Bonds, Series 2019

2. **Face Amount:**
   - $28,295,000
   - Premium/Discount: $2,956,395.75

3. **Interest Cost:**
   - 1.8800821 %
   - Tax-exempt: X

   Variable:
   - Index plus ________ basis points; or
   - Remarketing Agent

   Other:

4. **Debt Obligation:**
   - TRAN
   - BAN
   - CRAN
   - BOND Loan Agreement
   - CON
   - GAN
   - Capital Lease

5. **Ratings:**
   - Unrated
   - Moody's Aa2
   - Standard & Poor's AA+
   - Fitch

6. **Purpose:**
   - X General Government 15%
   - Education %
   - Utilities %
   - Other %
   - Refunding/Renewal 84%

   **BRIEF DESCRIPTION**
   - Improving and renovating of certain school facilities and public buildings

7. **Security:**
   - X General Obligation
   - General Obligation + Revenue/Tax
   - Revenue
   - Tax Increment Financing (TIF)
   - Annual Appropriation (Capital Lease Only)
   - Other (Describe):

8. **Type of Sale:**
   - X Competitive Public Sale
   - Interfund Loan
   - Negotiated Sale
   - Loan Program
   - Informal Bid

9. **Date:**
   - Dated Date: 9/13/2019
   - Issue/Closing Date: 9/13/2019
10. Maturity Dates, Amounts and Interest Rates*:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$2,730,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2021</td>
<td>$2,750,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2022</td>
<td>$815,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2023</td>
<td>$700,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2024</td>
<td>$470,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2025</td>
<td>$1,035,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2026</td>
<td>$1,095,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2027</td>
<td>$1,210,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2028</td>
<td>$2,550,000</td>
<td>5.00%</td>
</tr>
<tr>
<td>2029</td>
<td>$2,620,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>2030</td>
<td>$2,645,000</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

*Additional space is needed, attach additional sheet.

If the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) if debt service payments are not level throughout the retirement schedule, then a cumulative repayment schedule (grouped in five year increments out to 30 years) including this and all other entity debt secured by the same source MUST BE PREPARED AND ATTACHED. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

*This section is not applicable to the Initial Report for Borrowing Program.

11. Cost of Issuance and Professionals:

- [ ] No costs or professionals

<table>
<thead>
<tr>
<th>AMOUNT</th>
<th>FIRM NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Advisor Fees</td>
<td>$89,500</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>$39,000</td>
</tr>
<tr>
<td>Bond Counsel</td>
<td>$700</td>
</tr>
<tr>
<td>Issuer's Counsel</td>
<td></td>
</tr>
<tr>
<td>Trustee's Counsel</td>
<td></td>
</tr>
<tr>
<td>Bank Counsel</td>
<td></td>
</tr>
<tr>
<td>Disclosure Counsel</td>
<td></td>
</tr>
<tr>
<td>Accounting Fees</td>
<td></td>
</tr>
<tr>
<td>Paying Agent Fees</td>
<td>$63,350</td>
</tr>
<tr>
<td>Registrar Fees</td>
<td></td>
</tr>
<tr>
<td>Trustee Fees</td>
<td></td>
</tr>
<tr>
<td>Remarketing Agent Fees</td>
<td></td>
</tr>
<tr>
<td>Liquidity Fees</td>
<td></td>
</tr>
<tr>
<td>Rating Agency Fees</td>
<td></td>
</tr>
<tr>
<td>Credit Enhancement Fees</td>
<td></td>
</tr>
<tr>
<td>Bank Closing Costs</td>
<td></td>
</tr>
<tr>
<td>Underwriter's Discount 0.823468%</td>
<td>$198,740</td>
</tr>
<tr>
<td>Take Down</td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td></td>
</tr>
<tr>
<td>Risk Premium</td>
<td></td>
</tr>
<tr>
<td>Underwriter's Counsel</td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
</tr>
<tr>
<td>Printing &amp; Advertising Fees</td>
<td>$10,973</td>
</tr>
<tr>
<td>Issuer/Administrator Program Fees</td>
<td></td>
</tr>
<tr>
<td>Real Estate Fees</td>
<td>$4,995</td>
</tr>
<tr>
<td>Sponsorship/Referral Fee</td>
<td></td>
</tr>
<tr>
<td>Other Costs: Misc</td>
<td></td>
</tr>
<tr>
<td>TOTAL COSTS</td>
<td>$407,257</td>
</tr>
</tbody>
</table>
12. Recurring Costs:

<table>
<thead>
<tr>
<th>AMOUNT (Basis points/$)</th>
<th>FIRM NAME (if different from #11)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500.00</td>
<td>Regions Bank</td>
</tr>
</tbody>
</table>

Remarketing Agent
Paying Agent/Registrar
Trustee
Liquidity/Credit Enhancement
Escrow Agent
Sponsorship/Program/Admin
Other


- None Prepared
- EMMA Link: [https://emma.mirb.org/issueView/Details/E8392560](https://emma.mirb.org/issueView/Details/E8392560) or
- Copy Attached

14. Continuing Disclosure Obligations:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there an existing continuing disclosure obligation related to the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>security for this debt?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a continuing disclosure obligation agreement related to this</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>debt?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes to either question, date that disclosure is due</td>
<td>6/30/2019</td>
<td></td>
</tr>
</tbody>
</table>

Name and title of person responsible for compliance: Janice McGinnis, Finance Director

15. Written Debt Management Policy:

- Governing Body's approval date of the current version of the written debt management policy: 11/14/2011
- Is the Debt obligation in compliance with and clearly authorized under the policy? X Yes No

16. Written Derivative Management Policy:

- No Derivative
- Governing Body's approval date of the current version of the written derivative management policy
- Date of Letter of Compliance for derivative
- Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

- To the Governing Body: on 9/13/2019 and presented at the public meeting held on 10/14/2019
- Copy to Director of OSLF: on 9/13/2019 either by:
  - Mail to: Cordell Hull Building 425 Fifth Avenue North Nashville, TN 37243-3400
  - Email to: StateAndLocalFinance_PublicDebtForm@ct.gov

18. Signatures:

<table>
<thead>
<tr>
<th>AUTHORIZED REPRESENTATIVE</th>
<th>PREPARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Chris Bessler</td>
</tr>
<tr>
<td>Title: Mayor</td>
<td>Senior Vice President</td>
</tr>
<tr>
<td>Firm: City of Oak Ridge, Tennessee</td>
<td>Cumberland Securities Company, in</td>
</tr>
<tr>
<td>Email: <a href="mailto:jMcGinnis@oakridgen.gov">jMcGinnis@oakridgen.gov</a></td>
<td><a href="mailto:chris.bessler@cumberlandsecurities.com">chris.bessler@cumberlandsecurities.com</a></td>
</tr>
<tr>
<td>Date: 9/13/2019</td>
<td>9/13/2019</td>
</tr>
<tr>
<td>Year</td>
<td>This Issue</td>
</tr>
<tr>
<td>------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td>Cum. Principal</td>
</tr>
<tr>
<td></td>
<td>Redeemed</td>
</tr>
<tr>
<td></td>
<td>% Total</td>
</tr>
<tr>
<td>1</td>
<td>$2,730,000.00</td>
</tr>
<tr>
<td></td>
<td>9.65%</td>
</tr>
<tr>
<td>5</td>
<td>$7,465,000.00</td>
</tr>
<tr>
<td></td>
<td>26.38%</td>
</tr>
<tr>
<td>10</td>
<td>$15,975,000.00</td>
</tr>
<tr>
<td></td>
<td>56.46%</td>
</tr>
<tr>
<td>15</td>
<td>$23,420,000.00</td>
</tr>
<tr>
<td></td>
<td>82.77%</td>
</tr>
<tr>
<td>20</td>
<td>$28,295,000.00</td>
</tr>
<tr>
<td></td>
<td>100.00%</td>
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<td>25</td>
<td>0.00%</td>
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<tr>
<td>35</td>
<td>0.00%</td>
</tr>
<tr>
<td>40</td>
<td>0.00%</td>
</tr>
</tbody>
</table>
DATE: September 11, 2019

TO: Mark S. Watson, City Manager

FROM: R. 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 $203,000.00 for the Oak Ridge Fire Department.

Funding
The grant requires a matching amount of $18,454.55 that is available within the Fire Department Budget and will be charged to the Fire Department’s equipment replacement accounts (923 and 28199).

Review
In 2018, the Fire Department submitted a grant application request to the Assistance to Firefighter Grant Program for personal protective safety equipment totaling $203,000.00. This grant will provide 29 new Self-Contained Breathing Apparatus with face piece and one (1) spare bottle for each seated position in the Fire Department emergency response fleet at all four fire stations. The cost per unit shall not exceed $7,000.00 each. A unit includes the air pack frame and regulators, (2) 45-minute bottles, and one face piece.

The AFG grant is a 90/10 matching fund grant where the City will be responsible for ten percent of the cost ($18,454.55) and FEMA will provide to the City $184,545.45 for a total expenditure of $203,000.00

Recommendation
Staff recommends approval of the attached resolution to accept the Federal Emergency Management Agency – Assistance to Firefighter Grant # EMW-2018-FO-02423 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 10/9/19
EMW-2018-FO-02423: FY 2018 Assistance to Firefighters Grants

OAK RIDGE, CITY OF (INC)

<table>
<thead>
<tr>
<th>Period of performance</th>
<th>09/09/2018 - 09/08/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal resources awarded</td>
<td>$184,545.45</td>
</tr>
<tr>
<td>Required non-federal resources</td>
<td>$15,454.55</td>
</tr>
</tbody>
</table>

Organization: OAK RIDGE, CITY OF (INC)

This information is current of SAM.gov as of: 11/21/2018

Registration summary

<table>
<thead>
<tr>
<th>DUNS</th>
<th>049461652</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration status</td>
<td>Active</td>
</tr>
<tr>
<td>Registration last update date</td>
<td>11/21/2018</td>
</tr>
<tr>
<td>Registration expiration date</td>
<td></td>
</tr>
<tr>
<td>Has active exclusion?</td>
<td>No</td>
</tr>
<tr>
<td>Debt subject to offset?</td>
<td></td>
</tr>
</tbody>
</table>

Business Information

| Doing business as name | |
|------------------------||
| Physical address | 203 S TULAHIE AVE OAK RIDGE, TN 37830 |
| Mailing address | P.O. BOX 1 FINANCE DEPARTMENT OAK RIDGE, TN 37830 |

More Information
RESOLUTION

A RESOLUTION ACCEPTING AN ASSISTANCE TO FIREFIGHTER GRANT FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR THE FIRE DEPARTMENT IN THE AMOUNT OF $184,545.45, WITH A LOCAL MATCH REQUIREMENT $18,454.55.

WHEREAS, grant funds are available from the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) under the Assistance to Firefighters Grant Program to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments and other emergency organizations for critically needed resources that equip and train emergency personnel; and

WHEREAS, the Oak Ridge Fire Department applied for a grant under this program and is the recipient of a $184,545.45 award, which award requires a $18,454.55 local match for a total project cost of $203,000.00; and

WHEREAS, funds are available in the Fire Department’s budget for the required local match; and

WHEREAS, the grant term begins September 8, 2019 and ends September 7, 2020; and

WHEREAS, the City Manager recommends acceptance of the grant.

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 hereby accepts an Assistance to Firefighter grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA), in the amount of $184,545.45; said grant requiring a local match of $18,454.55 for a total project cost of $203,000.00 to be used by the Oak Ridge Fire Department in accordance with the terms of the grant agreement for the purchase of personal protective safety equipment.

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

This the 14th day of October 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
DATE: September 27, 2019

TO: Mark S. Watson, City Manager

FROM: Julie P. Forkner, Library Director

SUBJECT: GRANT AWARD – LIBRARY SERVICES AND TECHNOLOGY GRANT

Introduction

An item for City Council’s consideration is a resolution to approve the acceptance of a grant award in the amount of $5,022 from the Tennessee State Library and Archives.

Funding

The Library Services and Technology Act grant is a 50/50 matching grant made. The total cost of the project is $10,044. The library’s match of $5,022 will come from the FY 2020 budget in the Commodities/Tools/Supplies fund.

Background

The LSTA grant is an award made annually upon application to public libraries to provide hardware and software for public technology training. This grant will purchase 8 laptops and supporting software and equipment in order to offer digital literacy classes to the public.

Recommendation

Acceptance of the grant award is recommended.

Attachment:
Resolution

City Manager’s Comments:

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

Mark S. Watson

Date 9/30/19
RESOLUTION

A RESOLUTION ACCEPTING A LIBRARY SERVICES AND TECHNOLOGY GRANT FROM THE STATE OF TENNESSEE FOR THE OAK RIDGE PUBLIC LIBRARY IN THE AMOUNT OF $5,022.00, WITH A LOCAL MATCH REQUIREMENT OF $5,022.00.

WHEREAS, grant funds are available from the Tennessee State Library and Archives; and

WHEREAS, grants were awarded to applicants based upon a set calculation established by the State; and

WHEREAS, the City's Oak Ridge Public Library is the recipient of a $5,022.00 grant award, which award requires a $5,022.00 local match for a total project cost of $10,044.00; and

WHEREAS, funds are available in the Library's budget for the required local match; and

WHEREAS, the grant term begins October 1, 2019 and ends April 30, 2020; and

WHEREAS, the City Manager recommends acceptance of the grant.

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 hereby accepts a Library Services and Technology Act grant from the Tennessee State Library and Archives in the amount of $5,022.00; said grant requiring a local match of $5,022.00 for a total project cost of $10,044.00 to be used by the Oak Ridge Public Library in accordance with the terms of the grant agreement for the purchase of laptop computers and associated software and equipment in order to offer digital literacy classes to the public.

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

This the 14th day of October 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
DATE: October 2, 2019

TO: Mark S. Watson, City Manager

FROM: Charles R. Smith, Chief of Police

SUBJECT: TWO (2) TENNESSEE HIGHWAY SAFETY OFFICE (THSO) GRANTS

Introduction

An item for the agenda is a resolution approving an agreement with the Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office to provide funding for the City of Oak Ridge Police Department to conduct traffic enforcement and related traffic enforcement equipment.

Funding

No local or matching funds required for either grant.

Background

The Oak Ridge Police Department applied for and was awarded a grant through the THSO for funding to conduct traffic safety in and around the City of Oak Ridge, Tennessee in the amount of $22,000.00. The Community Based Traffic Safety Enforcement and Education grant will allow paying overtime to conduct traffic enforcement during state campaign times, sobriety checkpoints, and purchase equipment to assist in traffic enforcement.

The Oak Ridge Police Department applied for and was awarded a grant through the THSO for the funding to conduct traffic safety in and around the City of Oak Ridge, Tennessee in the amount of $20,000.00. This is the second year the Network Coordinator Grant has been awarded to the Oak Ridge Police Department. This grant allows for additional funding for traffic enforcement by the Oak Ridge Police Department outside of the campaign times. This funding also allows for equipment and educational equipment related to traffic safety.

Recommendation

Approval of the attached resolution is recommended.

Charles R. Smith, Chief of Police

Attachments: Resolution

City Manager's Comments:

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

Mark S. Watson 10/9/19
RESOLUTION

A RESOLUTION ACCEPTING TWO (2) GRANTS FROM THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE POLICE DEPARTMENT IN THE AMOUNTS OF $20,000.00 AND $22,000.00, WITH NO LOCAL MATCH REQUIREMENT.

WHEREAS, grant funds are available from the Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office (THSO), for traffic enforcement and traffic safety; and

WHEREAS, the Oak Ridge Police Department applied for grants through the THSO and is the recipient of a $20,000.00 Network Coordinator award and a $22,000.00 Community-Based Traffic Safety Enforcement and Education award, which awards do not require a local match; and

WHEREAS, the grant terms begin October 1, 2019 and end September 30, 2020; and

WHEREAS, the City Manager recommends acceptance of both grants.

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 hereby accepts a Network Coordinator grant in the amount of $20,000.00 and a Community-Based Traffic Safety Enforcement and Education grant in the amount of $22,000.00 from the Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office to be used by the Oak Ridge Police Department in accordance with the terms of the grant agreements for traffic enforcement and traffic safety.

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

This the 14th day of October 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
RECREATION & PARKS DEPARTMENT MEMORANDUM
19-13

DATE: October 1, 2019
TO: Mark S. Watson, City Manager
FROM: Jonathan W. Hetrick, Recreation & Parks Director
SUBJECT: PREFABRICATED RESTROOM PURCHASE – BLANKENSHIP FIELD

Introduction

An item for the agenda is approving the purchase and delivery of a prefabricated concrete restroom for Blankenship Field Park in the amount not to exceed $40,000.00, subject to acceptance of the bid from the Tennessee Department of Environment and Conservation. The restroom will be purchased from CXT, Inc., of Spokane Valley, WA. through the Sourcewell purchasing cooperative.

Funding

This project funded in part by a Local Parks and Recreation Fund (LPRF) grant administered by the Tennessee Department of Environment and Conservation (TDEC) Recreation Educational Services (RES) Division. The Blankenship Field Revitalization Foundation will provide the balance of funding.

Consideration

Application for and acceptance of grant funding for the Blankenship Field Revitalization project was approved by City Council Resolution 3-17-2016 on March 14, 2016. On December 11, 2017, City Council approved an amendment to Resolution 3-17-2016, expanding the scope of the project to include concrete walkways, restroom facilities, trailhead signage, synthetic track and fencing in addition to the originally approved artificial turf sports field. The City of Oak Ridge entered into a grant contract with the Tennessee Department of Environment and Conservation January 1, 2018.

The approved plans for the project specify the installation of a CXT Ozark I precast concrete restroom (or accepted substitution). Bids were opened on September 30, 2019 for the purchase, delivery and installation of the restroom. Because the submitted bids far exceeded the estimated budget for the restroom, a quote was obtained for purchase and delivery of the restroom through the Sourcewell purchasing cooperative, resulting in substantial cost savings. Installation will be done under separate contract.

Recommendation

Approval of the attached resolution is recommended.

Attachments: Resolution

[Signature]

Jonathan W. Hetrick
City Manager's Comments:

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

Mark S. Watson 10/9/19
Mark S. Watson Date
**CITY OF OAK RIDGE, TENNESSEE**

Abstract of Bids

**FOR — Blankenship Field Restroom Project**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>TOTAL</th>
<th>UNIT COST</th>
<th>TOTAL</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td>THE FURNISHING OF ALL LABOR, MATERIALS, SUPPLIES, TOOLS, AND EQUIPMENT</td>
<td>1</td>
<td></td>
<td></td>
<td>$64,950.00</td>
<td></td>
<td>$66,980.00</td>
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<td>NECESSARY TO PERFORM ALL WORK AND SERVICES NECESSARY FOR THE</td>
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<tr>
<td>BLANKENSHIP FIELD RESTROOM PROJECT PER THE SPECIFICATION PROVIDED BY THE</td>
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<tr>
<td>CITY OF OAK RIDGE, RECREATION AND PARKS DEPARTMENT</td>
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<tr>
<td>Bid Option (Addition): Timed Electric Lock System</td>
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<td></td>
<td></td>
<td>$2,710.00</td>
<td></td>
<td>$4,770.00</td>
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<tr>
<td>Restroom Building only -</td>
<td></td>
<td></td>
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<tr>
<td>Includes Timed Electric Lock System</td>
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</tr>
<tr>
<td>Price based off Sourcewell Contract #030117-CXT</td>
<td></td>
<td></td>
<td></td>
<td>$39,565.59</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

TOTAL PRICE                                                                 |        |          |           | $67,650.00 |           | $71,750.00 |           |         |

TERMS: Net 30, DELIVERY: Per Contract, VIA: Vendor

OTHER BIDDERS CONTACTED: See Bid Process Form

REASON FOR AWARD: ONLY BID RECEIVED LOW PRICE BETTER OR REQUIRED DESIGN EARLY DELIVERY LOWEST TOTAL COST X

RECOMMEND AWARD BE MADE TO: CXT Incorporated, an LB Foster Co. 3808 North Sullivan Road Bldg. #7 Spokane Valley, WA 99216

BIDS OPENED AND RECORDED BY— Lyn Majester, Purchasing Manager

BIDS REVIEWED BY— Dallas Dyce, Accounting Manager
# BID PROCESS FORM

**BID NAME**  
FY2020-042

**DESCRIPTION**  
Blankenship Field Restroom Project

**CITY COUNCIL MEETING**  
October 14, 2019

## BIDDERS CONTACTED (CONTACT INFORMATION)

<table>
<thead>
<tr>
<th>Company</th>
<th>Name</th>
<th>Address</th>
<th>City, State ZIP</th>
<th>Phone</th>
<th>Email</th>
<th>Contacted Via</th>
</tr>
</thead>
<tbody>
<tr>
<td>L.B. Foster</td>
<td>J. Chambers</td>
<td>415 Holiday Drive</td>
<td>Pittsburgh, PA 15220</td>
<td>500-255-4500</td>
<td><a href="mailto:jchambers@lbfoster.com">jchambers@lbfoster.com</a></td>
<td>[e-mail]</td>
</tr>
<tr>
<td>Modular Connections, LLC</td>
<td></td>
<td>1090 Industrial Boulevard</td>
<td>Bessemer, AL 35022</td>
<td>205-980-4505</td>
<td><a href="mailto:sales@modularconnections.com">sales@modularconnections.com</a></td>
<td>[e-mail]</td>
</tr>
<tr>
<td>Green Flush Technologies, LLC</td>
<td>Kip Earlywine</td>
<td>1420 North Columbia Ridge Way</td>
<td>Washougal, WA 98671</td>
<td>360-831-4151</td>
<td><a href="mailto:info@greenflushrestrooms.com">info@greenflushrestrooms.com</a></td>
<td>[e-mail]</td>
</tr>
<tr>
<td>Easti-Set Worldwide</td>
<td></td>
<td>5119 Catlett Road</td>
<td>Midland, VA 22728</td>
<td>800-547-4045</td>
<td><a href="mailto:info@easiset.com">info@easiset.com</a></td>
<td>[e-mail]</td>
</tr>
<tr>
<td>Commercial Structures Corporation</td>
<td>J. Lawrence</td>
<td>655 N. Tomahawk Trail</td>
<td>Nappanee, IN 46550</td>
<td>574-773-7931</td>
<td><a href="mailto:jlawrence@comstruc.com">jlawrence@comstruc.com</a></td>
<td>[e-mail]</td>
</tr>
</tbody>
</table>

## BIDDERS WHO CONTACTED THE CITY AFTER ADVERTISED (CONTACT INFORMATION)

<table>
<thead>
<tr>
<th>Company</th>
<th>Name</th>
<th>Address</th>
<th>City, State ZIP</th>
<th>Phone</th>
<th>Email</th>
<th>Contacted Via</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Place Finish, Inc.</td>
<td>Laurel Patrick</td>
<td>127 Rockbridge Greens Blvd.</td>
<td>Oak Ridge, TN 37830</td>
<td>865-482-1959</td>
<td><a href="mailto:lpatrick@firstplacefinish.us">lpatrick@firstplacefinish.us</a></td>
<td>Pre-Bid</td>
</tr>
<tr>
<td>Holston Construction Services, LLC</td>
<td>David Decker</td>
<td>1719 8th Avenue</td>
<td>Knoxville, TN 37917</td>
<td>865-622-7597</td>
<td><a href="mailto:ddecker@holstonllc.com">ddecker@holstonllc.com</a></td>
<td>Pre-Bid</td>
</tr>
<tr>
<td>Skilled Services Quality Construction LLC</td>
<td>Eric Rochat</td>
<td>2533 Holt Avenue</td>
<td>Knoxville, TN 37917</td>
<td>865-244-8036</td>
<td><a href="mailto:eric@skservicesllc.com">eric@skservicesllc.com</a></td>
<td>[e-mail]</td>
</tr>
<tr>
<td>Merit Construction, Inc.</td>
<td>Daryl Rochat</td>
<td>10435 Dutchtown Road</td>
<td>Knoxville, TN 37932</td>
<td>865-666-4100</td>
<td><a href="mailto:dheins@meritconstruction.com">dheins@meritconstruction.com</a></td>
<td>[e-mail]</td>
</tr>
</tbody>
</table>

## BIDS RECEIVED

(e.g., City's Website, Vendor Registry, Planrooms, Word of Mouth)

Skilled Services Quality Construction LLC and First Place Finish, Inc.

## ADVERTISEMENT

The City of Oak Ridge advertised this bid on the Finance Department's Departmental Webpage for a duration of 15 days and it was advertised for 1 day in the Oak Ridger.
To: City of Oak Ridge  
Recreation & Parks Department  
PO Box 1  
Oak Ridge, TN 37831  
USA  
Attention: Jon Hetrick  
Phone: (865) 425-2302  
Fax: (865) 425-3418

Mailing Address:  
CXT Incorporated, an LB Foster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216  
Phone: (800) 696-5786  
Fax: (509) 928-8220  
Date: 10/06/2019  
Re: Price based off Sourcewell Contract # 030117-CXT

Our quotation for the Ozark I Flush Building building is as follows:

Ozark I single flush toilet building with standard simulated cedar shake (Cocoa Milk) roof and barnwood (Natural Honey) wall texture, two 16-guage galvanized steel doors and frames, doors with electronic programmable door locks, vitreous china plumbing fixtures (1-lavatory, 1-water closet), one 3-roll toilet paper holder, one exhaust fan, two GFI outlets, two floor drains, one s/s mirror, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings included.

Per Building  
$39,565.59

FOB: Freight FOB: Destination. Price includes delivery only. Off-loading and setting the building on a customer prepared pad and utility stub by others.

Terms: Net 30 with Credit Approval.

Shipment: Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

Notes: Sales tax not included Number of Units: ___

Important: Tractor trailer and crane must have access to site and literally set up next to the utility pad for off-loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

Accepted this ___________ day of ___________ 20___

By: ______________________ (Customer Name)
_________________________ (Signed)

L.B. FOSTER COMPANY

By _______________________

Jeff Chambers
JChambers@lbfoster.com
CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

2. Payment Terms
Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event the delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per Item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer
A. Stake exact location building is to be set, including orientation.
B. Provide clear and level site, free of overhead and/or underground obstructions.
C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
E. Customer is responsible for all permits required.
F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site
For installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access. To safely unload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardships, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully unload the facility safely and efficiently.

9. Installation
A. Full Install: If the customer opts to have full installation of their new building, CXT will provide a backhoe trailer into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
B. Set-Only Install: If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
C. Ship-Only: If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of $1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14 days) or a $1,000.00 fee will be charged to the customer credit card. Please note: it is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered an(n)... Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the
tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck. Shipped with its vault; this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks. 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dol Cascadian/Dol Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 82'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark/Teleon/Pioneer • Requires 1 truck. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs - (Arapahoe/Ozark/Cheyenne/Montrose/Tacoma/Rainier/Ponoma/Nepopi/Alpaca/Kodiak/Fontana/Diablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6''). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11 CXT Warranty
CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT’s obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included. This warranty shall not apply to:

Any goods which have been repaired or altered without CXT’s express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the 12
safety or reliability thereof;
To any goods which have been subject to misuse, negligence, acts of God, or accidents;
To any goods which have not been installed to manufacturer’s specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12 Disclaimer of Other Warranties
THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13 Limitation of Remedies
In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

14 Acceptance
The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15 Timing of Billing to Buyer
Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16 Storage of Material For Buyer
If, at Buyer’s request, goods covered by this document are held at Seller’s facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller’s invoice and pay said invoice based on payment terms set forth herein.

17 Material Reservation
Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller’s option.
RESOLUTION

A RESOLUTION APPROVING THE PURCHASE OF A PRECAST RESTROOM FOR BLANKENSHIP FIELD FROM CTX, INC., THROUGH THE PURCHASING COOPERATIVE SOURCEWELL IN AN AMOUNT NOT TO EXCEED $40,000.00, SUBJECT TO ACCEPTANCE OF THE BID FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION.

WHEREAS, Tennessee Code Annotated §12-3-1205(b) provides that local governments may participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement; and

WHEREAS, by Resolution 3-21-2018, City Council approved a master agreement with National Joint Powers Alliance (NJPA) (now known as Sourcewell) to allow the City to be a participating member in the purchasing cooperative; and

WHEREAS, as part of the Blankenship Field Revitalization Project, the City desires to install a new restroom at Blankenship Field; and

WHEREAS, grant funds are allocated from the Tennessee Department of Environment and Conservation (TDEC) to partially pay for the restroom, with the Blankenship Field Revitalization Founding providing the balance of the funding; and

WHEREAS, a precast restroom is available from CTX, Inc., through Sourcewell at a much lower cost than the City could obtain via the City’s own competitive bidding process; and

WHEREAS, the City Manager recommends approval of the purchase through Sourcewell.

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 purchase a precast restroom from CTX, Inc., through the purchasing cooperative Sourcewell in an amount not to exceed $40,000.00; said amount does not include installation which will be contracted for separately by the City with another entity.

BE IT FURTHER RESOLVED that City Council’s approval is contingent upon approval of the purchase from the Tennessee Department of Environment and Conservation for partial grant funding of the purchase.

This the 14th day of October 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
PUBLIC HEARINGS
AND
FIRST READING OF
ORDINANCES
DATE: September 23, 2019
TO: Mark S. Watson, City Manager
THROUGH: Robin Smith, Police Chief; Wayne Blaisius, Community Development Director
FROM: Matthew Widner, Community Development Specialist

SUBJECT: JUNK VEHICLE ORDINANCE

Introduction
The City of Oak Ridge Police and Community Development Departments have worked together to better address deficiencies in our current codes (Chapter 3 Section 13 of the Municipal Code) with respect to junk or abandoned vehicles. The attached proposed amendments to the City’s Junk Vehicle Ordinance addresses the identified obstacles to effective enforcement of the code.

Funding
There are no additional funds required to enforce the provisions of this code.

Background/Analysis/Review/Consideration
Both the City of Oak Ridge Police and Community Development Departments are primarily responsible for enforcement of this code. Currently, the ordinance does not clearly identify what is considered to be an unlawful vehicle. The current ordinance also allows owners ten (10) days to remediate identified violations and does not grant authority to the City for removal from private property without the owner’s permission.

The proposed, jointly-developed, amendments include the following: (1) Clearly defines what is considered an unlawful vehicle; (2) Reduces the time for compliance from ten days to seven days on private property; (3) Reduces the time for compliance from ten days to three days for on-street parking violations and forty-eight hours on other public property; (4) Authorizes the City Police Department, Community Development/Code Department and Oak Ridge Fire Department to tow junk, inoperable and abandoned vehicles at the owner’s expense; (5) Clarifies what constitutes obstructing and unsafe vehicles, allowing for immediate removal by the City; (6) Authorizes the City Administrative Hearing Officer to assign penalty for violations.

Proposed draft amendments are attached.

Recommendation
Staff recommends approval of the attached proposed ordinance which will greatly improve the effectiveness of reducing blighted conditions and improving quality of life in neighborhoods.

Attachment(s)
Proposed Junk Vehicle Ordinance (Title 13 Section 3 of the Municipal Code).

Matthew Widner
City Manager's Comments:

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

Mark S. Watson

Date 10/9/19
TITLE

AN ORDINANCE TO AMEND TITLE 13, TITLED "PROPERTY MAINTENANCE REGULATIONS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 3, TITLED "JUNKED VEHICLES," IN ITS ENTIRETY AND SUBSTITUTE THEREFOR A NEW CHAPTER 3, TITLED "JUNKED VEHICLES," FOR THE PURPOSE OF UPDATING THE PROVISIONS.

WHEREAS, the Community Development and Police Departments are responsible for enforcement of the junked vehicle provisions in the City Code (Title 13, Chapter 3); and

WHEREAS, the City desires to amend the junked vehicle provisions to provide greater clarity, improve effectiveness of reducing blighted conditions, improve quality of life in neighborhoods, and enhance effective enforcement.

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

Section 1. Title 13, titled "Property Maintenance Regulations," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby deleting Chapter 3, titled "Junked Vehicles," in its entirety and substituting therefor a new Chapter 3, titled "Junked Vehicles," which new chapter shall read as follows:

CHAPTER 3
JUNKED VEHICLES

Section 13-301. Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivatives shall have the meanings given herein:

(1) "City Manager." "City Manager" shall mean the City Manager or the City Manager's duly authorized designee.

(2) "Junked vehicle." Any motorized or non-motorized vehicle, including but not limited to campers, trailers, boats and semi-trailers, the condition of which is one or more of the following: wrecked; abandoned; discarded; in a state of disrepair; lacking vital component parts; economically impractical to restore to operating condition; poses a safety hazard; or declared a public nuisance.

(3) "Inoperable, obsolete or in a state of disrepair." Any vehicle or device in, upon or by which a person or property may be transported or drawn upon a highway or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks, and shall include, but not be limited to, motor vehicle, automobile, truck, trailer, motorcycle, tractor, buggy, wagon, camper, boat trailer or any combination thereof, which exhibits any one of the following characteristics is considered a public nuisance:

(A) Any vehicle or part of a vehicle with a broken windshield beyond minor crack(s) or any other broken glass that constitutes a safety hazard;

(B) Any vehicle or part of a vehicle with a broken or loose fender, door, bumper, hood, wheel, steering wheel, hood/trunk top or exhaust system;

(C) Any vehicle lacking an engine, one or more wheels or other structural parts which renders such vehicle unsafe to operate;
(D) Any vehicle or part of a vehicle which is a habitat for rats, mice or snakes or any other vermin or insects;

(E) Any vehicle or part of a vehicle which, because of its defective or obsolete condition, constitutes a threat to the public health and safety;

(F) Any vehicle that is not capable of moving by its own intended power source in both forward and reverse directions;

(G) Any vehicle that is being used for excessive storage thereby causing unsafe operation or nuisance;

(H) Any vehicle that cannot be driven legally on public streets under city ordinance and/or state law.

(4) “Abandoned Vehicle.” A vehicle is classified as abandoned when the vehicle:

(A) Is otherwise in good working condition left unattended on public property or right-of-way for more than fifteen (15) calendar days; or

(B) Has remained illegally placed on public property for a period of more than forty-eight (48) hours; or

(C) Has remained on private property without the consent of the owner or person in control of the property for forty-eight (48) hours or more.

Section 13-302. Declared public nuisance.

The location or presence of any junked, inoperable vehicle or otherwise in violation of other city ordinance(s) relating to parking on any street, roadway, right-of-way, lot, tract, or parcel of land, or portion thereof, occupied or unoccupied, improved or unimproved, within the city, shall be deemed a public nuisance. It shall be unlawful for any person to cause or maintain such public nuisance on the property of another, or to suffer, permit or allow the same to be placed, located, and maintained or to exist upon his or her own real property.


(1) Private Property. Whenever any declared public nuisance, junked or inoperable vehicle not deemed an imminent danger to property occupants or natural environment is found to be in violation of city ordinances, the City Manager shall issue a notice of violation to the vehicle owner or to the property occupant or owner which the vehicle is located to either remediate or remove such vehicle within seven (7) calendar days after service of such notice. It shall be unlawful for the owner or occupant of the premises, or owner of the vehicle to fail, neglect, or refuse to obey such notice with seven (7) calendar days after service of the same.

(2) Public Property. Whenever any declared public nuisance, junked or inoperable vehicle located on a public right-of-way, sidewalk, roadway, on-street parking, or other public space is found to be in violation of city ordinances, the City Manager shall place a notice of violation on the vehicle to remediate or remove such vehicle within seventy-two (72) hours.

Section 13-304. Removal by the City.

(1) Private Property. If the owner of the declared public nuisance, junk, inoperable or abandoned vehicle or owner of the property upon which such vehicle is located shall fail
to abate the nuisance as prescribed in this chapter, the City Manager shall abate such public nuisance by having said vehicle towed/impounded by whatever means necessary to abate the violation.

(2) **Public Property.** If any declared public nuisance, junked or inoperable vehicle is located on a roadway or public right-of-way and has not been removed within seventy-two (72) hours of the notice, the City Manager shall abate such public nuisance by towing/impounding the vehicle. If any junked or inoperable vehicle is located on a roadway or public right-of-way causing a safety hazard, the City Manager may immediately remove said vehicle for safety purposes, the general welfare requiring it. Such impoundment and disposition shall not relieve any person from liability for penalty upon conviction for violating other provisions of this chapter, but is in addition to any other penalty.

(3) **Disposal of “Abandoned Motor Vehicles” as Defined by Statute.** “Abandoned motor vehicles,” as defined by Tennessee Code Annotated §55-16-103, shall be impounded and disposed of by the Police Department in accordance with the provisions of Tennessee Code Annotated §55-16-101 et seq.

**Section 13-305. Right of Entry.**

The City Manager, and the person, firm or corporation designated to abate violations pursuant to the City Code, are hereby authorized to access any property upon which a public nuisance, junk or inoperable vehicle is located for the purposes of carrying out any and all actions required by this chapter. The City’s Community Development Department, Police Department, and Fire Department shall have the right to be shown that the suspect vehicle is capable of being operated under its own power in accordance with this chapter.

**Section 13-306. Exemptions from Chapter.**

This chapter, as well as the motor vehicle provisions contained in chapter 2 of this title, shall not apply to:

(1) Any vehicle that is confined within a completely enclosed structure that is an approved structure within the zoning district it is located upon, such as a garage (not including carports).

(2) Any vehicle in an appropriate storage place maintained in an officially designated place and manner by the City.

(3) Any vehicle that is legally parked and stored in a clean and safe condition on private property, to include carports, and not used for salvage; unless said vehicle constitutes a hazard or otherwise is deemed a public nuisance.

(4) Vehicles stored on private property by a member of the armed forces of the United States who is on active duty assignment and stored with the permission of the private property owner.

**Section 13-307. Penalty for Violation.**

Any person violating this chapter may be cited to City Court or to the City’s Administrative Hearing Officer where fines and penalties not to exceed authorized limits may be imposed.

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

19-58

DATE: September 26, 2019

TO: Mark S. Watson, City Manager

THROUGH: Jack L. Suggs, Electric Director

FROM: Lily I. Seabolt, Right of Way Specialist

SUBJECT: CITY CODE AMENDMENT – CREATION OF A NEW (TITLE 22) TO ADDRESS COMMUNICATIONS IN THE RIGHTS-OF-WAY

Introduction

An item for City Council’s consideration is the adoption of an ordinance to regulate telecommunications in public rights-of-way.

Funding

Reviewing permit requests for telecommunications in the City rights-of-way will require valuable time and resources. The City enacted a fee schedule for review of these requests that intends to be self-supporting.

Background

In 2018, the State of Tennessee authorized the "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," which was enacted as Public Chapter 819. This act created a framework by which wireless providers would be able to deploy small wireless facilities, also known as small cells, throughout the state. Small cells generally serve to increase telecommunications companies' capacity within a localized area.

The state law is broad in allowing telecommunications companies to deploy their facilities in various locations, and the City is limited in what it can include in its Code. The purpose of adopting this new Title is to establish general provisions regulating the use of City rights-of-way by telecommunications companies in compliance with state statute. In addition, the new Title seeks to formalize the City’s current processes for permitting buried underground facilities, as well as to establish a new process for permitting deployment of small cell wireless antennas. This new Title was developed by comparing existing ordinances in neighboring Tennessee cities, as well as consulting with the Municipal Technical Advisory Service.

The statute provides that small cells may be deployed on “Potential Support Structures,” with the City’s approval. Per the new law, small cells may be collocated to an existing pole, incorporated into the design of a new pole that replaces an existing pole, or installed on a new pole in a location where there is not currently a pole. While state law allows the City to deny collocation onto utility poles, the City of Oak Ridge would best be served by working with telecommunications companies to minimize clutter in public rights-of-way by allowing collocation of small cell antennas where practical. In addition to the aforementioned purposes, Title 22 sets the maximum fees for use allowed by state law.

The ordinance refers to a City design aesthetic plan, which is a separate document that will be presented during the second reading of this ordinance. The design aesthetic plan is currently in the process of being written and will be approved by the City Manager. The plan addresses concerns related to site selection of small cells as well as the design standards that Oak Ridge seeks to employ. The City has contracted
with Tish Spalding of SESite, LLC, who has written both Nashville and Knoxville’s small cell aesthetic plans, to develop a plan for Oak Ridge.

Small cell wireless facilities are widespread in larger cities throughout the United States. While the new state statute grants significant and broad access to public rights-of-way, adopting this new Title will provide guidance to the telecommunications companies that aim to serve the citizens of Oak Ridge.

Recommendation

Approval of the attached ordinance is recommended.

Attachment(s)

Proposed Ordinance

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**City Manager’s Comments:**

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

Mark S. Watson

Date

10/9/19
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY CREATING A NEW TITLE 22, TITLED "COMMUNICATIONS IN THE RIGHTS-OF-WAY," FOR THE PURPOSE OF REGULATING COMMUNICATIONS WITHIN THE RIGHTS-OF-WAY AND FOR COMPLIANCE WITH THE COMPETITIVE WIRELESS BROADBAND INVESTMENT, DEPLOYMENT, AND SAFETY ACT OF 2018.

WHEREAS, the City desires to amend the City Code to regulate communications within the rights-of-way, which includes provisions for compliance with the Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018 (Tennessee Code Annotated §13-24-401 et seq.

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

Section 1. The Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by creating a new Title 22, titled "Communications," which new title shall read as follows:

TITLE 22
COMMUNICATIONS IN THE RIGHTS-OF-WAY

CHAPTER 1
GENERALLY

Section 22-101. Purpose.

The purpose of this chapter is to establish general requirements and procedures for permitting the installation of communications facilities in City rights-of-way.

Section 22-102. Definitions.

For the purpose of this title the following definitions shall apply, except where the context clearly indicates a different meaning:

"Aesthetic plan" means any publicly available written resolution, regulation, policy, site plan, or approved plat establishing generally applicable aesthetic requirements within the authority or designated area within the authority. An aesthetic plan may include a provision that limits the plan's application to construction or deployment that occurs after adoption of the aesthetic plan. For purposes of this part, such a limitation is not discriminatory as long as all construction or deployment occurring after adoption, regardless of the entity constructing or deploying, is subject to the aesthetic plan.

"Applicant" means any person who submits an application.

"Application" means a written request submitted by an applicant to an authority.

"Authority" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"Authority-owned potential support structure," "Authority-owned PSS," or "City-owned PSS" means a PSS owned by the City in the rights-of-way, including (i) a utility pole that provides lighting or traffic control functions, including light poles, traffic signals, and structures for traffic cameras or signage; and (ii) a pole or similar structure owned/leased by the City in the rights-of-way that supports only wireless facilities, but does not include a PSS owned by a distributor of electric power, regardless of whether an electric distributor is investor-owned, cooperatively-owned, or government-owned. In Oak Ridge, utility poles, street light poles, and traffic signal poles are owned by the City, and are not mandated as PSS under state law.
"City" means the City of Oak Ridge, Tennessee, or any agency, subdivision, or any instrumentality thereof.

"City Engineer" means the City Engineer, or the City Engineer's duly authorized designee.

"City Manager" means the City Manager, or the City Manager's duly authorized designee.

"Colocate," "colocating," and "colocation" mean, to install, mount, maintain, modify, operate, or replace small wireless facilities on, adjacent to, or related to a PSS. "Colocation" does not include the installation of a new PSS or replacement of authority-owned PSS.

"Communications facility" means, collectively, the equipment at a fixed location or locations within the public right-of-way that enables Communications Services, including: (i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), Wireless Facilities, and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A Communications Facility does not include the Pole/PSS, Tower, or Support Structure to which the equipment is attached.

"Communications service" means cable service as defined in 47 U.S.C. § 522(6), telecommunications service as defined in 47 U.S.C. § 153(53), information service as defined in 47 U.S.C. § 153(24) or wireless service.

"Communications service provider" means a cable operator as defined in 47 U.S.C. § 522(5), a telecommunications carrier as defined in 47 U.S.C. § 153(51), a provider of information service as defined in 47 U.S.C. § 153(24), a video service provider as defined in § 7-59-303, or a wireless provider.

"Emergency" means an unplanned event which requires immediate action to restore service to existing customers, or events which, unaddressed, represent a significant danger to persons or property.

"Fee" means a one-time, nonrecurring charge.

"Micro wireless facility" means a small wireless facility that:

(a) Does not exceed twenty-four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height; and

(b) The exterior antenna, if any, does not exceed eleven inches (11") in length.

"Permit" means a written authorization (in electronic or hard copy format) to install, at a specified location(s) in the public right-of-way, a communications facility, tower, or a pole to support a communication facility.

"Permittee" means an Applicant that has received a Permit under this title.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Potential support structure for a small wireless facility" or "PSS" means a pole or other structure used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, including poles installed solely for the colocation of a small wireless facility. When "PSS" is modified by the term "new," then "new PSS" means a PSS that does not exist at the time the application is submitted, including, but not limited to, a PSS that will replace an existing pole. The fact that a structure is a PSS does not alone authorize an applicant to locate on, modify, or replace the PSS until an application is approved and all requirements are satisfied pursuant to this title.

"Rate" means a recurring charge.
"Residential neighborhood" means an area within a local authority’s geographic boundary that is zoned or otherwise designated by the local authority for general purposes as an area primarily used for single-family residences and does not include multiple commercial properties and is subject to speed limits and traffic controls consistent with residential areas.

"Right-of-way" means the space, in, upon, above, along, across, and over property that has been designated for use as or is used for public roadways, streets, highways, avenues, roads, alleys, sidewalks, tunnels, viaducts, bridges, or similar purpose under the control of the authority, and any unrestricted public utility easement established, dedicated, platted, improved, or devoted for utility purposes and accepted as such public utility easement by the authority, but excluding lands other than streets that are owned by the authority. Use of public utility easements is permitted only to the extent the authority has the ability to permit use of the area or utility easement for communications facilities or poles.

"Small wireless facility" means a wireless facility with:

(a) An antenna that could fit within an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and

(b) Other wireless equipment in addition to the antenna that is cumulatively no more than twenty-eight (28) cubic feet in volume, regardless of whether the facility is ground-mounted or pole-mounted. For purposes of this subdivision, "other wireless equipment" does not include an electric meter, concealment element, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, or a vertical cable run for the connection of power and other services.

"Small wireless facility" includes a micro wireless facility.

"Wireline backhaul facility" means a communications facility used to transport communications services by wire from a wireless facility to a network.

"Wireless facility" means any staffed or unstaffed facility used for the transmission and/or reception of wireless communications or data transmission, usually consisting of an antenna or group of antennas, radio transceivers, coaxial or fiber-optic cable, regular and backup power supplies, transmission lines, ancillary appurtenances, and equipment enclosures. The following structures or combinations of structures are considered to be wireless communications facilities: antenna-supporting structures (including replacements and broadcast), colocated antennas, roof-mounted structures, surface-mounted antennas, and stealth wireless communications facilities, but not including amateur radio facilities.

"Wireless facility" does not include:

(a) The structure or improvements on, under, or within which the equipment is colocated;

(b) W ireline backhaul facilities; or

(c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

"Wireless facility" includes small wireless facilities.

"Wireless provider" means a person who provides wireless service.

"Wireless services" means any service using licensed or unlicensed spectrum, including the use of WiFi, whether at a fixed location or mobile, provided to the public.
Section 22-103. Permit required.

(1) Permit Required. It shall be unlawful for any person, firm, corporation, association or others, to construct any new communications facilities within the City rights-of-way, or to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing communication facilities without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other facilities may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practically be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City's Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.

(2) Rules and Regulations. The City Manager from time to time will promulgate rules and regulations regarding work in the rights-of-way. Such rules and regulations may require that applicants provide bonds for projects of a given size and scope, operate vehicles that are clearly marked with the company’s name and contact information and such other requirements as are beneficial to the City and within the scope of common practice and law. The applicant's certification of compliance with rules requiring maintenance of infrastructure deployed in right-of-way; rules requiring relocation or timely removal of infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in right-of-way no longer utilized; and any rules requiring relocation or repair procedures for infrastructure in right-of-way under emergency conditions, if any, that the City imposes on a general and non-discriminatory basis upon entities that are entitled to deploy infrastructure in the right-of-way.

Section 22-104. Applications and renewals.

(1) Permit Application. Applications for such permits shall be made to the City Manager, or such person as the City Manager may designate to receive such applications, and shall state thereon the location of the intended communications facilities, including small cell wireless antennas or excavation or tunnel, the person, firm, corporation, association, or others doing the actual installation, the name of the person, firm, corporation, association, or others for whom the work is being done, plans in as great as detail as is required by the City Engineer showing the exact location, type and scope of all work to be performed, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved by the City Manager.

(2) Applications for Subsurface Structures. All applications for mains, conduits, manholes and other subsurface structures shall be accompanied by a construction plan and typical cross sections showing as nearly as possible the existing underground structures and the location of the proposed structure.

(3) Copy of Permit at Work Site, Available for Inspection. A copy of the permit must be maintained at the work site at all times during construction. Upon request, it shall be available for inspection by the City.

(4) Work Without Permit, Fees. A person who begins work within the right-of-way or performs any work so closely adjacent as to create a hazardous roadway condition, or to restrict pedestrian or vehicle flow within the right-of-way without having first received a permit and/or temporary traffic control permit, may be subject to additional fees. This shall not apply to emergency situations.
(5) **No City-Provided Existing Conduit for Use.** The City does not provide existing conduit for telecommunications companies for use.

(6) **Renewal of Permit.** A permittee desiring to renew a permit prior to the expiration of the permit shall file an application with the City for renewal of its authorization, which shall include the information and documents required for an initial application and other material information reasonably required by the City Engineer.

(a) The City shall make a determination accepting or denying the renewal application in writing to the permittee.

(b) The City shall timely process any renewal application provided that (i) permittee is not then in material default under any provision of the permit, or in material non-compliance with this chapter, and (ii) has otherwise satisfactorily performed all of its obligations under the permit, and this chapter during the expiring term. In the event the City elects not to renew, it shall provide a written basis for such non-renewal. Determinations to grant or deny a renewal application shall be made on a nondiscriminatory and competitively neutral basis. The City shall not unreasonably delay, condition, withhold or deny the issuance of a renewal permit.

**Section 22-105. Compliance with permitting requirements.**

(1) **Duty to Provide Information.** Within ten (10) days of a written request from the City, a permittee shall furnish the City with information sufficient to demonstrate the following: that the permittee has complied with all requirements of this chapter; that all fees due to the City in connection with the services provided and wireless facilities installed by the permittee have been properly paid by the permittee; and any other information reasonably required relating to the permittee’s obligations pursuant to this chapter.

(2) **No Substitute for Other Required Permissions.** No permit includes, means, or is in whole or part a substitute for any other permit or authorization required by the laws and regulations of the City for the privilege of transacting and carrying on a business within the City or any permit or agreement for occupying any other property of the City.

(3) **No Waiver.** The failure of the City to insist on timely performance or compliance by any permittee holding a permit shall not constitute a waiver of the City’s right to later insist on timely performance or compliance by that permittee or any other permittee holding such permit. The failure of the City to enforce any provision of this chapter on any occasion shall not operate as a waiver or estoppel of its right to enforce any provision of this chapter on any other occasion, nor shall the failure to enforce any prior ordinance or City Charter provision affecting the right-of-way, any wireless facilities, or any user or occupant of the right-of-way act as a waiver or estoppel against enforcement of this chapter or any other provision of applicable law.

(4) **Transitional provisions.**

(a) Any wireless provider and/or entity holding a permit or other authorization from the City to own, construct, install, operate, and/or maintain facilities in the right-of-way to provide services may continue to conduct those activities expressly authorized until the earlier of the following: i) the conclusion of the present term of its existing authorization, or ii) 180 days after the effective date of this chapter. Notwithstanding the foregoing, any such person shall apply for a superseding permit pursuant to this chapter within ninety (90) days after the effective date of the chapter and shall be subject to the terms and conditions of this chapter. Upon such application, such person shall be allowed to continue to own, operate and/or maintain is wireless facilities in the right-of-way until such permit becomes effective.
(b) Any person that owns or operates any facilities currently located in the right-of-way, the construction, operation, or maintenance of which is not currently authorized but is required to be authorized under this chapter, shall have ten (10) days from the effective date of this chapter to apply for a permit. Any person timely filing such an application shall not be subject to penalties for failure to hold a permit, provided that said application remains pending. Nothing herein shall relieve any person of any liability for its failure to obtain a permit, or other authorization required under other provisions of this chapter or City ordinances or regulations, and nothing herein shall prevent the City from requiring removal of any communications facilities installed in violation of this chapter or City ordinances or regulations.

Section 22-106. Insurance and Bonding Requirements.

(1) **Insurance.** Each permittee shall, at all times during the entire term of the permit, maintain and require each contractor and subcontractor to maintain insurance with a reputable insurance company authorized to do business in the State of Tennessee and which has an A.M. Best rating (or equivalent) no less than "A" indemnifying the City from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of permittee's wireless facilities in the rights-of-way. The amounts of such coverage shall be not less than the following:

(a) **Workers' compensation and employer's liability insurance.** Tennessee statutory requirements.

(b) **Comprehensive general liability.** Commercial general liability with a limit of not less than $1,000,000.00 per occurrence for bodily injury, personal injury, property damage, and including products, completed operations, contractual liability, independent contractor's protective liability, and personal injury liability protection. If such insurance contains a general aggregate limit, it shall apply separately to the work/location or be no less than $2,000,000.00.

(c) **Commercial automobile liability.** Commercial automobile liability including all owned, non-owned, and hired vehicles with a limit of not less than $1,000,000.00 each accident. Such insurance shall include coverage for loading and unloading hazards.

(d) **Commercial excess or umbrella liability.** Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

(2) **Additional Insured.** The City, its officials, officers, employees, and volunteers shall be designated or endorsed as additional insureds on the insurance policies required by this section (except worker's compensation and employer's liability insurance) with respect to liability arising out of work or operations performed by or on behalf of the permittee under this title. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required. Permittee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this section. Permittee shall provide the City with at least thirty (30) days' advance written notice of any material changes or cancellation of any required insurance policy, except for non-payment of premium of the policy coverages.

(3) **Contractors' and Subcontractors' Insurance.** Permittee shall impose similar insurance requirements as identified in this section on its contractors and subcontractors.

(4) **Bonds.** Each permittee shall provide to the City a surety bond in the amount of $500,000.00 to secure the permittee's performance of its obligations and adherence to all requirements.
Section 22-107. Indemnification.

Each permittee, its consultant, contractor, and subcontractor, shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the permittee, its officers, agents, employees or contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of permittee’s wireless system or wireless facilities in the rights-of-way. Each permittee shall defend any actions or proceedings against the City in which it is claimed that personal injury, including death, or property damage was caused by the permittee’s construction, installation, operation, maintenance or removal of permittee’s wireless system or wireless facilities in the rights-of-way. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys’ fees, reasonable expert fees, court costs and all other reasonable costs of indemnification.

Section 22-108. As-built maps.

As the City controls and maintains the right-of-way for the benefit of its citizens, it is the responsibility of the City to ensure that such public right-of-way meet the highest possible public safety standards. Upon request by the City and within thirty (30) days of such a request, a permittee shall submit to the City Engineer (or shall have otherwise maintained on file with the department) as-built maps and engineering specifications depicting and certifying the location of all its existing communications facilities within the right-of-way, provided in standard electronic or paper format in a manner established by the City Engineer. Such maps are, and shall remain, confidential documents and are exempt from public disclosure under the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) to the maximum extent of the law. After submittal of the as-built maps as required under this section, each permittee having communications facilities in the right-of-way shall update such maps as required under this chapter upon written request by the City.

Section 22-109. Inspection of work.

With just and reasonable cause, the City shall have the right to inspect all of the communications facilities, including aerial facilities and underground facilities, to ensure general health and safety with respect to such facilities and to determine compliance with the terms of this chapter and other applicable laws and regulations. Any permittee shall be required to cooperate with all such inspections and to provide reasonable and relevant information requested by the City as part of the inspection.

Section 22-110. Proprietary information.

If a person considers information it is obligated to provide to the City under this chapter to be a business or trade secret or otherwise proprietary or confidential in nature and desires to protect the information from disclosure, then the person shall mark such information as proprietary and confidential. Subject to the requirements of the Tennessee Open Records Act (Tennessee Code Annotated, § 10-7-101 et seq.) as amended, and other applicable law, the City shall exercise reasonable good faith efforts to protect such proprietary and confidential information that is so marked from disclosure to the maximum extent of the law. The City shall provide written notice to the person in the following circumstances: i) if the City receives a request for disclosure of such proprietary and confidential information and the City Attorney determines that the information is or may be subject to disclosure under applicable law; or ii) if the City Attorney determines that the information should be disclosed in relation to its enforcement of this chapter or the exercise of its police or regulatory powers. In the event the person does not obtain a protective order barring disclosure of the information from a court of competent jurisdiction within thirty (30) days following receipt of the City’s notice, then the City may disclose the information without further written notice to the person.
Section 22-111. Rights of the City.

(1) Policies and Procedures. The City Manager is authorized to establish such written policies and procedures consistent with this chapter as reasonably deemed necessary for the implementation of this chapter.

(2) Police Powers. The City, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the City under applicable federal, state and local laws and regulations.

(3) Severability. If any section, subsection, sentence, clause, phrase or word of this chapter is for any reason held illegal or invalid by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not render the remainder of this chapter invalid.

CHAPTER 2
RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS

Section 22-201. Purpose and Scope.

This chapter seeks to address concerns related to right-of-way buried facilities within the City. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-202. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

"Curb" means that construction parallel to and adjoining the edge of the paving or roadway surface of the street definitely marking the limits of that portion of the street to be used by vehicular traffic.

"Driveway" means that portion of the street lying between the curbline of the street and the property line of the street used for ingress and egress to property adjoining a street, by vehicles.

"Excavation" means the digging of any ditch, drain, trench, hole, or similar activity; whether permanent or temporary.

"Obstruction" means any structure, embankment, device, item or thing placed or existing within the right-of-way of the City government which hinders, impedes or affects the flow of traffic, whether such obstruction is permanent or temporary.

"Sidewalk" means that portion of the street generally reserved for pedestrians' use. Unless otherwise permitted, it shall be laid so that the property side of the walk shall be parallel to and identical with the property line of the street.

"Specification" means the standard specifications and plans for construction procedures and materials on file in the office of the City Engineer, and their subsequent revisions.

"Street" means all public thoroughfares within the corporate limits of the City, such as alleys, avenues, highways, boulevards, streets and the like, and shall include all that portion of the public way from property line to property line dedicated to the public use, and includes sidewalks, driveways, grass plots, curbs and that portion of the street used by vehicles.

Section 22-203. Permit Required.

It shall be unlawful for any person, firm, corporation, association or others, to make any excavation in any street, alley, or right-of-way, or to tunnel under any street, alley, or right-of-way for the purpose of installing telecommunication facilities without having first obtained a right-of-way use permit as herein required, and without complying with the provisions of this chapter.
Such permit shall specifically state the method of excavation, none of which will include open trenching of roadways unless specifically approved by the City Engineer. It shall also be unlawful to violate, or vary from, the terms of any such permit; provided, however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day on which the City’s Municipal Building is open for business, and said permit shall be retroactive to the date when the work was begun.

Section 22-204. Fees.

The fee for a permit to excavate in, or across streets, roads, alleys, sidewalks, or other public ways within the City, shall be established by the City Manager and published in accordance with City Policy, and shall cover the administrative costs of review and inspection by the City. If in the opinion of the City Engineer, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any re-inspection of the same work is required, then a fee as specified, per re-inspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work per shall continue without first paying the re-inspection fee.

Section 22-205. Manner of Excavating—Barricades and Lights—Temporary Sidewalks.

Any person, firm, corporation, association, or others making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, and/or flagman, shall be maintained to protect persons and property from injury by or because of the excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Section 22-206. Restoration of Streets, Etc.

Any person, firm, corporation, association, or others making any excavation or tunnel in or under any street, alley, sidewalks, public place, or City right-of-way in the City shall restore said street, alley, sidewalks, public place, or City right-of-way to its original condition promptly upon the completion of the work for which the excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, public way, or City right-of-way, the City Manager shall give notice to the person, firm, corporation, association, or others that unless the excavation or tunnel is refilled properly within a specified reasonable period of time, the City will cause the work to be done and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the City will cause the work to be done and the total cost, including administrative costs shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

Section 22-207. Time Limits.

Each application for a right-of-way use permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or pavement, or until the refill is made ready for the pavement to be put on by the City if the City restores such surface pavement. It is a violation of the permit to fail to comply with this time limitation unless permission for an extension of time is granted by the City Manager.

Section 22-208. Supervision.

All excavations and other construction must be inspected the City Engineer. Notice must be given before any work commences except in case of emergency. In the case of an emergency, notice must be given as soon as practical.
CHAPTER 3
SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Section 22-301. Purpose and Scope.

(1) Purpose. In accordance with Tennessee Code Annotated § 13-24-401 et seq., known as "Competitive Wireless Broadband Investment, Deployment, and Safety Act of 2018," the purpose of this chapter is to establish policies and procedures for the placement of small wireless facilities in the public rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the City's rights-of-way and to the City as a whole.

(2) Scope. In enacting this chapter, the City is establishing uniform standards to address issues presented by small wireless facilities, including without limitation, to:

(a) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

(b) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

(c) Prevent interference with the facilities and operations of facilities lawfully located in public rights-of-way or public property;

(d) Protect against environmental damage, including damage to trees;

(e) Preserve the character of the neighborhoods in which facilities are installed; and

(f) Facilitate rapid deployment of small wireless facilities to provide the benefits of advanced wireless services.

(3) Conflicts. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Section 22-302. Definitions.

For the purpose of this chapter the following definitions shall apply, except where the context clearly indicates a different meaning:

“Administrative review” means review of an Application by the Authority relating to the review of issuance of a Permit, including review by the appropriate City’s Administration, Public Works Department staff, Electric Department staff, and Community Development staff to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

“Ancillary appurtenances” means equipment associated with a wireless communications facility including, but not limited to: antennas, attaching devices, transmission lines, and all other equipment mounted on or associated with a wireless communications facility. Ancillary appurtenances do not include equipment enclosures.

“Antenna” means any apparatus, or group of apparatus, designed for the transmitting and/or receiving of electromagnetic waves that includes, but is not limited to, telephonic, radio or television communications. An "antenna" includes any omni-directional (whip) antenna, sectorized (panel) antenna, microwave dish antenna, multi or single bay (FM & TV) antenna, yagi antenna, or parabolic (dish) antenna. An “antenna” does not include a satellite earth station.

“Applicable codes” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the Authority, including any amendments adopted by the Authority, or otherwise are applicable in the jurisdiction.
“Batch application” means applications for multiple facilities submitted simultaneously by a single Provider.

“Decorative pole” means a Pole that is specially designed and placed for aesthetic purposes.

“Discretionary review” means review of an Application by the Authority relating to the review and issuance of a Permit that is other than an Administrative Review.

“Eligible facilities request” means any request for modification of an existing wireless tower that involves:

(a) Colocation of new transmission equipment;
(b) Removal of transmission equipment; or
(c) Replacement of transmission equipment that does not substantially Change the physical dimensions of such tower or base station.

“Equipment enclosure” means an enclosed structure, cabinet, or shelter used to contain radio or other equipment necessary for the transmission or reception of wireless communications signals, but not primarily to store equipment or to use as habitable space.

“Height” means the height of a wireless communications facility, measured as the vertical distance from the base to the highest point of the wireless communications facility. Height includes all antennas and any other ancillary appurtenances.

“Ordinary maintenance and repair” means inspections, testing, and/or repair that maintain functional capacity, aesthetic, and structural integrity of a Communications Facility and/or the associated Support Structure or Pole/PSS that does not require blocking, damaging, or disturbing any portion of the public right-of-way.

“Provider” means any person who owns, leases, operates, installs, purchases capacity in or maintains any network or equipment within the City of Oak Ridge for Communications Services containing communication cables, wires, lines, towers, wave guides, fiber, microwave, laser beams or conduit and any associated converters, equipment or facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing, by audio, video or other forms of electronic signals to or from subscribers or locations within the City of Oak Ridge, (hereinafter collectively referred to as “Provider's System” or “System”) in, on, under or over the public rights-of-way of the City of Oak Ridge, or its successors, assigns, or transferees.

“Public utility” means any person, firm, corporation, municipal department or board duly authorized to furnish and furnishing under state or municipal regulations, to the public, electricity, gas, steam, communication, telegraph, transportation, or water; but this definition shall not include persons, firms or corporations, which, by reasons incidental to the intended uses of any generation device, sells or causes energy to be transferred to any grid of a public utility as herein defined.

“Public utility easement” means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public utility easement does not include an easement dedicated solely for Authority use or where the proposed use by the Provider is inconsistent with the terms of any easement granted to the Authority.

“Replace” or “replacement” means, in connection with an existing Pole, Support Structure, to replace (or the replacement of) same with a new structure, substantially similar in design, size, and scale to the existing structure and in conformance with this chapter and any other applicable Authority code, in order to address limitations of the existing structure to structurally support Colocation of a Communications Facility.

“Staff” means employees of the City of Oak Ridge, Tennessee, responsible for the administration of requests associated with this ordinance.
“Stealth” means Systems, components and materials used in the construction of a wireless communications facility that mask, camouflage, or conceal the wireless communications facility to make it less visually intrusive to the surrounding property. “Stealth” includes construction techniques that disguise the wireless communications facility so that it appears as another natural or artificial object that exists in the surrounding environment or which is architecturally integrated into a building or other structure. They may include, but is not limited to, architecturally screened roof mounted antennae, facade-mounted antenna as design features, clock towers, flagpoles, church towers, or “tree” poles (e.g., monopines).

“Tower” means any vertical structure which is designed and constructed primarily for the purpose of supporting one or more antennae, including self-supporting lattice towers, or monopole towers. This general term includes radio, television, microwave, common carrier, PCS, analog, digital, cellular telephone, alternative tower structures, paging, and the like.

Section 22-303. Permitted Use; Application and Fees.

(1) Permitted use. Colocation of a small wireless facility or installation of a new, replacement, or modified City-owned PSS or new PSS for the colocation of a small wireless facility in the right-of-way shall be a permitted use, subject to the restrictions in this title, including conformity with all standards including the City’s aesthetic plan.

(2) Permit required. No person may construct, install, and/or operate wireless facilities that occupy the right-of-way without first filing an Application and obtaining a Permit from the City. Any permit shall be reviewed, issued and administered in a non-discriminatory manner, shall be subject to such reasonable conditions as the City may from time to time establish for effective management of the right-of-way, and otherwise shall conform to the requirements of this chapter and applicable law.

(3) Permit applications. All applications for permits filed pursuant to this chapter shall be submitted to the City. The applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each page of such materials accordingly. Information marked proprietary will be handled in compliance with Chapter 1 of this Title.

(4) Application requirements. The application shall be made by the wireless provider or its duly authorized representative and shall contain the following:

(a) The applicant’s name, address, telephone number, and e-mail address;

(b) The names, addresses, telephone numbers, and e-mail addresses of all consultants, contractors and subcontractors, if any, acting on behalf of the applicant with respect to the filing of the application or who may be involved in doing any work on behalf of the applicant;

(c) A site drawing for each proposed location with a diagram or engineering drawing depicting the design for installation of the small wireless facility with sufficient detail for the City to determine that the design of the installation and any new PSS or any modification of a PSS is consistent with all generally applicable safety and design requirements, including but not limited to the requirements of the Manual on Uniform Traffic Control Devices;

(d) The location of the site(s), including the latitudinal and longitudinal coordinates of the specific location(s) of the site;

(e) Identification of any third party upon whose PSS the applicant intends to collocate and certification by the applicant that it has obtained approval from the third party;

(f) The applicant’s identifying information and the identifying information of the owner of the small wireless facility and certification by the applicant or the owner
that such person agrees to pay applicable fees and rates, repair damage, and comply with all nondiscriminatory and generally applicable right-of-way requirements for deployment of any associated infrastructure that is not a small wireless facility and the contact information for the party that will respond in the event of an emergency related to the small wireless facility;

(g) The applicant's certification that the proposed site plan and design plans meet or exceed all applicable engineering, materials, electrical, and safety standards, including all standards related to the structural integrity and weight-bearing capacity of the PSS and small wireless facility. Those standards relevant to engineering must be certified by a licensed professional engineer with a Tennessee license; and

(h) A statement that all wireless facilities shall comply with all applicable codes.

(5) City Response Timeframe. The City responds to the applications for permit per the timelines prescribed in Tennessee Code Annotated, § 13-24-409(b) regarding the approval or denial of applications, and the City shall respond to applications per the specific requirements of Tennessee Code Annotated, § 13-24-409(b)(3). The City reserves the right to require a surcharge as indicated in Tennessee Code Annotated § 13-24-409(b)(7)(F)(i) for high-volume applicants.

(6) Deployment Timeframe. An applicant must complete deployment of the applicant's small wireless facilities within nine (9) months of approval of applications for the small wireless facilities unless the City and the applicant agree to extend the period, or a delay is caused by a lack of commercial power or communications transport facilities to the site. If an applicant fails to complete deployment within the time required pursuant to this subsection, then the City may require that the applicant complete a new application and pay an application fee.

(7) Multiple Applications at Same Location. If the City receives multiple applications seeking to deploy or collocate small wireless facilities at the same location in an incompatible manner, then the City may deny the later filed application. For purposes of this section, "same location" shall be defined as collocating on the same authority-owned PSS, or deploying small cell facilities on new or modified PSS within fifty (50) feet of each other.

(8) Bridges and Overpasses. If the applicant's site plan includes any colocation design that includes attachment of any facility or structure to a bridge or overpass, then the applicant must designate a safety contact. After the applicant's construction is complete, the applicant shall provide to the safety contact a licensed professional engineer's certification that the construction is consistent with the applicant's approved design, that the bridge or overpass maintains the same structural integrity as before the construction and installation process, and that during the construction and installation process neither the applicant nor its contractors have discovered evidence of damage to or deterioration of the bridge or overpass that compromises its structural integrity. If such evidence is discovered during construction, then the applicant shall provide notice of the evidence to the safety contact.

(9) Amendments. Except as otherwise provided herein, any amendment to information contained in a permit application shall be submitted in writing to the City within thirty (30) days after the change necessitating the amendment.

(10) Fees. Unless otherwise provided by law, all permit applications for small wireless facility pursuant to this chapter shall be accompanied by the maximum fee established by Tennessee Code Annotated § 13-24-407 as may be amended from time to time.

Section 22-304. Facilities in the Right-of-Way; Maximum Height; Other Requirements.

(1) Aesthetic Plan. Applicants shall follow the City's aesthetic plan. Unless otherwise determined by City staff, in an attempt to blend into the built environment, all small
wireless facilities, new or modified utility poles, PSSes for the colocahon of small wireless facilities, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area, and its design for the PSS, shall meet the aesthetic plan for the area, subject to following requirements:

(a) Colocation is recommended, when possible. Should the wireless provider not be able to colocate, the wireless provider shall provide justification in the application.

(b) When unable to match the design and color of existing utility poles in the immediate area small wireless facilities and/or new PSSes shall be designed using stealth or camouflaging techniques, to make the installation as minimally intrusive as possible including stealth poles that are black or dark green in color, powder-coated and that do not exceed sixteen (16) inches in diameter. The City reserves the right to require a street light on the utility pole.

(c) When an applicant seeks to deploy a small wireless facility, and associated equipment, within a residential neighborhood, then the applicant must deploy the facility in the right-of-way within twenty-five (25) feet of the property boundary of lots larger than 0.75 acres and within fifteen (15) feet of the boundary if lots are 0.75 acres or smaller.

(d) New small wireless facilities, antennas, and associated equipment shall be consistent in size, mass, and color to similar facilities and equipment in the immediate area of the proposed facilities and equipment, minimizing the physical and visual impact to the community.

(2) No Colocation on Mast Arms Routinely Removed. Unless otherwise determined by City staff, an applicant shall not colocate on City-owned PSSes which have mast arms routinely removed to accommodate frequent events.

(3) Replacing a PSS. City-owned PSS may be replaced for the colocation of small wireless facilities. When replacing a PSS, any replacement PSS must reasonably conform to the design aesthetics of the PSS being replaced, and must continue to be capable of performing the same function in a comparable manner as it performed prior to replacement.

(a) When replacing a City-owned PSS, the replacement PSS becomes the property of the City, subject to Tennessee Code Annotated, § 13-24-408(g).

(b) The City reserves the right to require a street light to meet City specifications.

(4) Maximum Height. A new PSS installed or an existing PSS replaced in the right-of-way shall not exceed the greater of:

(a) Ten (10) feet in height above the tallest existing PSS in place that is located within 500 feet of the new PSS in the right-of-way and, in residential neighborhoods, the tallest existing PSS that is located within 500 feet of the new PSS and is also located within the same residential neighborhood as the new PSS in the right-of-way;

(b) Fifty (50) feet above ground level; or

(c) For a PSS installed in a residential neighborhood, forty (40) feet above ground level.

(5) Maximum Height for Small Wireless Facilities. Small wireless facilities shall not extend:

(a) More than ten (10) feet above an existing PSS in place as of the effective date of this part; or
(b) On a new PSS, ten (10) feet above the height permitted for a new PSS under this section.

(6) **Construction in Right-of-Way.** All construction, installation, maintenance, and operation of wireless facilities in the right-of-way by any wireless provider shall conform to the requirements of the following publications, as from time to time amended: The Rules of Tennessee Department of Transportation Right-of-Way Division, the National Electrical Code, the National Electrical Safety Code, and all others that may apply.

(7) **City Approval.** Unless otherwise provided in this chapter, City approval shall be required for:

(a) Any wireless provider that seeks to construct or modify a utility pole, PSS or wireless facility that is determined to not comply with the height, diameter, design, color standards and expectations set forth in subsections above.

(b) New utility poles or PSSes shall not be permitted to be installed in the rights-of-way in areas in which no utility poles, streetlight poles, or PSSes exist at the time of application without prior approval by the City.

(8) **Additional Criteria.** From time to time, additional criteria regarding the location, type, and/or design of small cell facilities and utility poles shall be subject to change. All changes shall be made available to the public for thirty (30) days and compiled into the City’s aesthetic plan. In no case, shall any guidelines be retroactive. Facilities approved for which right-of-way use permits have been issued prior to the effective date of a new guideline shall not be affected.

**Section 22-305. Effect of permit.**

(1) **No Property Right Created.** A permit authorizes an applicant to undertake only certain activities in accordance with this chapter, and does not create a property right or grant authority to the applicant to impinge upon the rights of others who may already have an interest in the rights-of-way.

(2) **Duration.** No permit issued under this chapter shall be valid for a period longer than twelve (12) months unless construction has commenced within that period and is thereafter diligently pursued to completion. In the event that construction begins but is inactive for more than ninety (90) days, the permit expires.

(3) **Termination.** In all other circumstances, the permit expires in twelve (12) months.

**Section 22-306. Maintenance, Removal, Relocation or Modification of Small Wireless Facility and Fiber in the Right-of-Way.**

(1) **Notice.** Within ninety (90) days following written notice from the City, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the rights-of-way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way. The City agrees to use good faith efforts to accommodate any such disconnection, removal, relocation, change, or alteration and to assist with identifying and securing a mutually agreed upon alternative location.

(2) **Maintenance.** With respect to each wireless facility installed pursuant to a permit, permittee is hereby permitted to enter the right-of-way at any time to conduct repairs, maintenance or replacement not substantially changing the physical dimension of the wireless facility. Permittee shall comply with all rules, standards and restrictions applied by the City to all work within the right-of-way. If required by the City, permittee shall submit a "maintenance of traffic" plan for any work resulting in significant blockage of the
right-of-way. However, no excavation or work of any kind may be performed without a right-of-way use permit, except in the event of an emergency. In the event of an emergency, permittee shall attempt to provide advance written or oral notice to the City Engineer.

(3) **Removal.** If the permittee removes any wireless facilities, it shall notify the City of such change within sixty (60) days.

(4) **Damage.** A permittee, including any contractor or subcontractor working for a permittee, shall avoid damage to any wireless facilities and/or public or private property. If any wireless facilities and/or public or private property are damaged by permittee, including any contractor or subcontractor working for permittee, the permittee shall promptly commence such repair and restore such property within ten (10) business days. Permittee shall utilize the Tennessee One Call System prior to any disturbance of the rights-of-way and shall adhere to all other requirements of the Tennessee Underground Utility Damage Prevention Act.

(5) **Emergency Removal/Relocation by City.** The City retains the right and privilege to cut or move any small wireless facility located within the rights-of-way of the City, as the City may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the City shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless provider’s sole cost. Should the wireless facility be colocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.

(6) **Abandonment.** Upon abandonment of a small wireless facility within the rights-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small wireless facility if the City reasonably determines that such removal will be in the best interest of the public health, safety and welfare. Should the wireless facility be colocated on property owned by a third-party, the City shall rely on the third-party to remove the wireless facility and shall be provided adequate notice and time to facilitate such removal. Any removal shall be at the wireless providers sole cost.

(7) **Failure to Remove.** Failure to remove wireless facilities pursuant to this chapter will result in no future permits being granted.

**Section 22-307. Attachment to City-Owned/Leased Utility Poles and New Utility Poles Installed Within the Public Right-Of-Way or City-Owned/Leased Property.**

(1) **Annual Rate for Attachment to City-Owned/Leased Pole.** The rate to place a small wireless facility on a City-owned or leased pole in the right-of-way shall be in the maximum amount established by State Law. All equipment owned by a single permittee attached to a City-owned pole shall constitute a single attachment and therefore a single use of a City-owned pole. Such compensation, for the first year or for any portion thereof, together with the application fee specified in this chapter shall be the sole compensation that the wireless provider shall be required to pay the City for that initial year’s use of the PSS. This rate will be due January 1 of each year of the permit.

(2) **Annual Rate for New Pole on City-Owned/Leased Property.** A wireless provider authorized to place a new utility pole within public right-of-way or on City-owned or leased property shall pay to the City for use of the right-of-way or property in the maximum amount established by State law. This rate will be due January 1 of each year of the permit.

(3) **Make-Ready Work Necessary for Support.** For City-owned or leased utility poles in the rights-of-way, the City shall negotiate in good faith with the applicant for any make-ready
work necessary to enable the pole to support the requested small wireless facility, including pole replacement if necessary, and the applicant shall be responsible for payment for said work.

Section 22-308. Remedies; Violations.

In the event a reasonable determination is made that a person has violated any provision of this chapter, or a permit, such person shall be provided written notice of the determination and the specific, detailed reasons therefor. Except in the case of an emergency, the person shall have thirty (30) days to commence to cure the violation. If the nature of the violation is such that it cannot be fully cured within such time period, the City, in its reasonable judgment, may extend the time period to cure, provided that the person has commenced to cure and is diligently pursuing its efforts to cure. If the violation has not been cured within the time allowed, the City may take all actions authorized by this chapter and/or Tennessee law and regulations.

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

APPROVED AS TO FORM AND LEGALITY:

[Signature]

Kenneth R. Krushenski, City Attorney
Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
FINAL ADOPTION OF ORDINANCES
DATE: August 20, 2019

TO: Mark S. Watson, City Manager

THROUGH: Wayne E. Blasius, Community Development Director

FROM: Jennifer L. Williams, Planner

SUBJECT: TND MASTER PLAN AND AMENDMENT – SUBAREAS B, F, and J – THE PRESERVE AT CLINCH RIVER

Introduction

An item for City Council’s consideration is an ordinance that will amend the TND Master Plan for the Preserve at Clinch River. This amendment to Subareas B, F, and J will allow the developer, Smithbilt, to develop the property for both commercial and residential uses.

Funding

No funding is associated with this item.

Background

The existing master plan for the Preserve at Clinch River, then Rarity Ridge, was adopted in April of 2006. The Master Plan was amended in March, 2019 by City Ordinance 7-2019. The March amendment, which only applied to Subarea F, was to allow Smithbilt to construct a 12-hole golf facility, potential amenities like a restaurant and store, and some residential uses on the property. The currently proposed amendment does not significantly alter the previous approval. However, because the amendment reduces the amount of total open space in the development, it requires both Planning Commission and Council approval.

The changes made to the amendment adopted by Ordinance 7-2019 are shown below. Their numbering matches a copy of the amendment, marked up by staff, that is included in the attachments to this memo.

1. Open space adjacent to the golf facility area is decreased from 146 acres to 122 acres. The amended 22 acres are now shown as ‘Community Commercial’. Open space still makes up ~52% of the subarea.

2. A 3.75-acre lot currently in Subarea J is included in the boundaries of Subarea F. The lot is currently designated as open space and is owned by the HOA. The proposed amendment shows the lot as ‘Neighborhood,’ meaning it could be developed as housing.

3. A small portion of Subarea B located under the TVA Wilson-Norris Transmission Line is shown included in the boundaries of Subarea F. This property is shown on the proposal as ‘Community Commercial.’ Smithbilt has stated their intention to develop this area, which is behind the city’s water treatment plant, into a fenced gravel lot for residents to store boat trailers, RVs, etc.

4. The ‘Community Commercial’ use has been amended to allow the outdoor storage of boats, RVs, trailers, and other vehicles with the following conditions:
   o Approval from city departments is required.
   o Approval from TVA is required if any TVA easements or property are affected
   o All outdoor storage areas should be screened from residential property and public streets using a combination of fencing and landscaping.
The Planning Commission considered this request at their August 15, 2019 meeting. The Planning Commission recommended approval of this item with the following conditions:

- Pay the $200 fee for a TND Master Plan
- Provide proof of ownership of all property, including the property currently owned by the HOA in Subarea J.
- Show all existing electrical utility easements.
- Show all existing electrical plant facilities.

Recommendation

Approval of the attached ordinance is recommended.

Jennifer L. Williams

Attachments:  
Master Plan Amendment Adopted by Ordinance 7-2019 (staff mark-up illustrates location of changes in proposed amendment)  
Proposed Master Plan Amendment  
Proposed Ordinance

City Manager's Comments:

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

Mark S. Watson 9/6/19

Mark S. Watson  Date
ORDINANCE NO. __________

TITLE

AN ORDINANCE TO AMEND SUBAREAS B, F, AND J OF THE MASTER PLAN FOR THE PRESERVE AT CLINCH RIVER (FORMERLY RARITY RIDGE); SAID AMENDMENTS DO NOT CHANGE THE ZONING DESIGNATION OF THE DEVELOPMENT WHICH REMAINS TN D, TRADITIONAL NEIGHBORHOOD DEVELOPMENT DISTRICT.

WHEREAS, by Ordinance 4-06, City Council approved a revised Master Plan for Rarity Ridge, as submitted by Rarity Communities, Inc., identified as Drawing 4216-Master Plan prepared by Sterling Engineering, Inc., dated February 2, 2006; and

WHEREAS, Rarity Ridge is now known as The Preserve at Clinch River and is developed by Smithbilt Homes; and

WHEREAS, by Ordinance 7-2019, City Council approved an amendment to Subarea F of the Master Plan to change the lot type to Community Commercial and Neighborhood; and

WHEREAS, Smithbilt Homes has proposed an amendment to Subarea F of the Master Plan, which amendment also impacts Subareas B and J, to change some boundary lines among the subareas to allow for additional residential and commercial developable land; and

WHEREAS, this amendment has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and on August 15, 2019 the Commission approved the same subject to the certain conditions; 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. Subareas B, F, and J of the Master Plan for The Preserve at Clinch River, as originally approved by Ordinance 4-06, and as amended by Ordinance 7-2019, is hereby amended by as shown on the drawing prepared by Southland Engineering Consultants, LLC, dated January 24, 2018, titled “Master Plan Amendment Section F Sub Area Commercial Mix Use,” as revised on January 24, 2019, July 10, 2019, and August 6, 2019, subject to the conditions as set forth by the Planning Commission at their August 15, 2019 meeting.

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

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk

Publication Date: 08/22/2019
Public Hearing: 09/09/2019
First Reading: 09/09/2019
Publication Date: 09/12/2019
Second Reading: 
Publication Date: 
Effective Date: 

DATE: September 3, 2019
TO: Mark S. Watson, City Manager
FROM: Bruce M. Applegate, Director of Administrative Services
SUBJECT: AMENDMENTS TO THE PERSONNEL PLAN/ORDINANCE

Introduction

An item for City Council's consideration is an ordinance to amend provisions of the Personnel Plan Ordinance (Ordinance No. 27-85): Scope of Classified Service (§2), Compensation Plan Administration (§5.4(b & c)), City Attorney and City Defense Attorney (§5.5), Call-Out Guarantee (§6.5), Nepotism (§7.2.B.), Re-Employment Rights (§7.2.D), Terminations (§9.1(b) and (h)), Grievance Procedure (§10.3(c)), General Leave (§11.1(c)), and Emergency Leave (§11.2 (a)).

Funding

No funding is necessary for this item.

Background

The recommended changes are the culmination of a multiyear review of the City's Personnel Ordinances. The majority of changes are housekeeping items including language clarification, section renumbering, and outdated position title removal. The three substantive changes include adjustments to the current process for Employee Grievances, Unscheduled General Leave approval, and the use of Emergency Leave by employees in their initial probationary period.

On July 25, 2019 and August 28, 2019, staff met with the Personnel Advisory Board (PAB) to provide an overview of recommended Personnel Ordinance changes and answered questions by the Board. At these meetings PAB reviewed and voted to recommend amendments to the Personnel Ordinance pursuant to staff suggestions and forward those suggestions to City Council.

A bold strike-through of the proposed changes to the Personnel Plan/Ordinance is attached and includes changes to the following sections: Scope of Classified Service, Compensation Plan Administration, City Attorney and City Defense Attorney, Call-Out Guarantee, Nepotism, Re-Employment Rights, Terminations, Grievance Procedure, General Leave, and Emergency Leave.

Analysis

Proposed ordinance changes have been broken out below for further clarification.
10.3 Grievance Procedures

An amendment to section 10.3.C has been made to ensure employee grievances before the Personnel Advisory Board are heard in a timely manner. The change will set a defined time limit for a grievance hearing before the board to ensure the availability of relevant staff members and materials. The change also initiates the Boards goal of restructuring the appeal hearing from its current format to an appeal based format. Those changes will be brought back before the City Council in an update to PAB bylaws, with the second reading of this ordinance.

11.1(c) Granting General Leave

Section 11.1(c) has been modified to address previous concerns with the open ended use of “Unscheduled General Leave”. The section had references to the number of “permitted” unscheduled general leave days removed, and the language now reflects a supervisor’s ability to request information on the use of this type of leave. Changes to the wording of this section will increase communication between staff to ensure that the needs of both the staff member and the City are met.

11.2(a) Emergency Leave Minimum Requirement

Section 11.2(a) has been modified to credit the 140 hours of Emergency Leave, given to all regular full time employees, after the completion of the initial six month probationary period. The change will ensure staff provide a reviewable work history prior to the receipt of the Emergency Leave bank.

Housekeeping Amendments:

2 Scope of Classified Service

All references to City Defense Attorney have been removed from this section as the position no longer exists in the City’s Classification Plan.

Redundant language was removed, and additional language identifying that Department Heads and the City Manager’s assistant serve at his/her discretion. The language as currently written reflects the same intent, but was recommended to be reworded to remove any confusion.

5.3 Entry Salary Rates

Section 5.3 Entry Salary Rates has been renumbered due to the removal of sections in previous Personnel Plan adjustments.

5.4 Compensation Plan Administration

Section 5.4.(b) has been amended to reflect the City’s new practice of semi-annual performance reviews.

Section 5.4.(c) has been amended to remove the word “normally” which will ensure that all employees meet the requirement of being at a pay rate for 6 months before becoming eligible for a merit salary increase on July 1. The change ensures that no employee become eligible for a merit increase immediately following a promotion, or new appointment to City staff.
5.5 City Attorney and City Defense Attorney

Reference to the previous position of City Defense Attorney has been removed, and light language
modification was added to address the hiring of other attorneys on a contract basis.

6.5 Call-Out Guarantee

Language for section 6.5 has been updated to reflect the removal of the Fire Specialist Program from the
City's Classification and Compensation philosophies.

7.2.B. Nepotism

Language was added to remove confusion about the definition of "immediate family member".

7.2.D. Re-Employment Rights

Language was added to clarify the City's application of the Federal Uniformed Services Employment and
Reemployment Rights Act (USERRA).

9.1 Terminations

Section 9.1(b) has been amended to update retirement qualification language, and require the submission
of a resignation notice by potential retirees.

A subsection of 9.1 (h) was amended to ensure all employees being dismissed from the City shall receive
an advance written notice of the cause of their separation. Language concerning the length of time a
dismissed employee would remain a member of staff, and final payment reimbursement obligations have
also been addressed.

Recommendation

Approval of the proposed ordinance amendments are recommended.

[Signature of Director of Administrative Services]

Attachments: Bold-Strikethrough of Proposed Ordinance Changes
Proposed Ordinance

City Manager's Comments:

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

[Signature of City Manager]

Sept 5, 2019

Date
ARTICLE 2 – SCOPE OF CLASSIFIED SERVICE

The classified service includes all positions in the public service now existing or hereafter established, except the following:

1. All elective officials;
2. Members of boards and commissions who are not City employees;
3. The City Manager, City Attorney and City Defense Attorney (see Article 5, Section 5.5), Department Heads, and the Secretary to the City Manager’s assistant;
4. Persons employed to make or conduct a temporary and special inquiry, investigation or examination who are engaged by the City on a contractual or consultant basis;
5. Personnel appointed or volunteering to serve without pay; and
6. Officers and employees of the City school system covered by Article 6, Section II of the City Charter.

Although the The positions of City Manager’s Secretary assistant and Department Heads are excluded from the classified service shall serve at the discretion of the City Manager. They shall be considered regular employees and are covered by the provisions in the articles pertaining to classification, pay, hours of work, leave, employee development and benefit activities, and conduct.

ARTICLE 5 – PAY PLAN

5.3 ENTRY LEVEL SALARY RATES

a. The entry-level rate of pay for a class shall normally be offered on initial employment or reemployment. Any exception would require the recommendation of the head of the department, review by the Director of Administrative Services and approval by the City Manager.

b. When a regular employee is demoted to a position in a lower pay range, the salary shall be set at:

(21) If the action is for cause – the employee will be placed at a step which ensures at least five percent (5%) less than the existing salary or to the lowest pay rate of the pay grade if a five percent (5%) reduction is not possible.

dc. When an employee is promoted to a classification with a higher pay grade, the employee will be placed at the step which ensures at least five percent (5%) greater than the rate

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1 The position Secretary to the City Manager has been retitled to Executive Associate as of October 8, 2017.
received immediately prior to such promotion, or too the lowest step of the new pay grade whichever is greater.

ed. Any employee who is hired, promoted or demoted will be subject to a probationary period as indicated in Section 7.3.B.

5.4 COMPENSATION PLAN ADMINISTRATION

b. The immediate supervisor shall evaluate each employee in writing at least semi-annually.

5.4 COMPENSATION PLAN ADMINISTRATION

c. Salary increases within the range shall be dependent upon the employee’s performance, the recommendation of the head of the department concerned, review by the Director of Administrative Services, and approval by the City Manager. An employee will normally be at a pay level for at least six months before becoming eligible on the following July 1 for a possible merit salary increase within the pay group.

5.5 CITY ATTORNEY AND CITY DEFENSE ATTORNEY

The City Council, by resolution, shall fix the salary for the City Attorney and the City Defense Attorney. Other attorneys hired for special assistance will be on a contract basis as determined by City Council.

ARTICLE 6 – LEAVE

6.5 CALL-OUT GUARANTEE

Except for the Fire Specialist program participants, any non-exempt employee who, after departing from the regularly scheduled work shift, is officially called to and does report back to work for emergency service, is guaranteed pay for the time actually worked or for a minimum period of two hours whichever is greater. However, under no circumstances shall an employee be compensated more than once for the minimum two hours period.

ARTICLE 7 – RECRUITMENT, SELECTION AND APPOINTMENT OF EMPLOYEES

7.2 B. NEPOTISM

Employees shall not be placed in positions under the supervision or accountability of any immediate family member, as defined below.

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

Any regular employee who leaves the job, voluntarily or involuntarily, to enter active duty in the United States armed forces may return to the job in accordance with the Uniformed Services' Employment and Re-employment Rights Act of 1994 (§ 43) and the provisions of Tennessee Code Annotated 8-33-101 et seq. Once the official orders are received, the employee will be placed on military leave without pay and must apply for reinstatement within ninety (90) days after release from active military duty.

ARTICLE 9 – TERMINATIONS AND DISCIPLINARY ACTIONS

9.1 TERMINATIONS

b. Retirement. Employees shall be terminated at the close of the bi-weekly pay period in which eligible for retirement upon meeting the age or years of service provisions prescribed by the Tennessee Consolidated Retirement System, they meet the age provisions as prescribed by the Tennessee Consolidated Retirement System. Employees choosing to retire are required to submit a formal resignation notice, providing a minimum of two weeks’ notice.

h. Dismissal. The City Manager may dismiss an employee for the good of the City with reasons for dismissal including but not limited to:

1. Theft or destruction of City property;
2. Incompetency, inefficiency or negligence in the performance of duties;
3. Insubordination that constitutes a serious breach of discipline;
4. Advocacy of or participation in group tactics which disrupt normal work performance including, but not limited to, walk-outs, slow-downs, and other such activities not authorized by law.
5. Conviction of a criminal offense;
6. Unauthorized absences or abuse of leave privileges;
7. Acceptance of any consideration given with the expectation of influencing the employee in performance of the duties;
8. Falsification of records;
9. Use of official position for personal advantage;
10. Association with subversive groups as defined by appropriate Federal directive.

Normally, an employee who is being dismissed shall be provided an advance written notice containing the nature of the action, the reasons therefore and the right to answer the charges orally or in writing. This notice shall be furnished one calendar week prior to the proposed date of dismissal.
Final Payment

Employees who terminate shall receive payment for all earned salary and accumulated General Leave as provided in Section 11.1 e of Article 11. However, prior to final payment, all items of City property in the employee’s custody shall be returned to the City. Any amount due because of a shortage in the returned items shall be withheld from the employee’s final compensation or collected through other appropriate action. Any outstanding reimbursement agreement debt owed the City shall also be withheld from an employee’s final payment.

ARTICLE 10 GRIEVANCE PROCEDURE

10.3 GRIEVANCE PROCEDURE

C. Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board

If an employee’s grievance is not resolved at the City Manager level and said grievance involves a suspension, dismissal, or otherwise adversely affected by a personnel action, the employee may appeal the grievance to the Personnel Advisory Board forwarding to the Director of Administrative Services the original grievance filed with the Department Head along with the Department Head’s/designee’s response and the City Manager’s/designee’s response, if any. No additional information may be submitted as part of the appeal nor will additional information be considered. This appeal must be filed in writing within ten (10) business days of the City Manager’s/designee’s decision. The Personnel Advisory Board will meet as expeditiously as possible in order to hear the set a hearing date to occur within sixty (60) days of the appeals receipt to conduct a formal hearing on the employee’s grievance.

By City Charter Article V, Section 25, if in the opinion of the board, the procedures established for such personnel action were not complied with, the board shall make decisions that shall be binding on the City citing with specificity how the procedures were complied with by the City. In all other cases, the board shall report its findings and recommendations, which shall be advisory in nature, in writing to the City Manager, and the decision of the City Manager shall be final.

ARTICLE 11 LEAVE

11.1 GENERAL LEAVE

c. Granting General Leave

Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not
expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour after the usual reporting time, if physically able to do so. Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form. Police and fire employees shall notify their supervisors at least one hour before their scheduled duty. **Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form containing documentation identifying an approved reason for the use of unscheduled leave. Any unscheduled leave submitted without documentation or supervisor approval shall be considered as an unauthorized absence.**

Employees will be permitted the use of five (5) workdays [three (3) workdays for Fire Department station-based shift employees and four (4) workdays for Police Department shift employees] of unscheduled leave each calendar year. Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as permitted unscheduled workdays. Use of more than the unscheduled permitted workdays specified may result in disciplinary action.

11.2 EMERGENCY LEAVE

All regular employees must maintain a second major category of leave called Emergency Leave. Leave in this bank serves as a short-term disability program and shall be used only for serious illnesses of the employee, family emergencies and funerals for family members.

a. **Emergency Leave Minimum Requirement**

Regular fulltime employees must have a minimum of four hundred eighty (480) hours (672 hours for Fire Department station-based employees) and a proportionate share for regular part-time employees of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees) and a proportionate amount for regular part-time employees shall be added to Emergency Leave until the minimum number of hours is reached.

New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied. **New regular employees will not be credited the 140 initial hours of Emergency Leave until the end of their initial six (6) month probationary period.**
ORDINANCE NO.___________

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 27-85, TITLED "A PERSONNEL PLAN FOR
EMPLOYEES OF THE CITY OF OAK RIDGE, TENNESSEE," AS AMENDED, BY UPDATING THE
FOLLOWING SECTIONS: ARTICLE 2, TITLED "SCOPE OF CLASSIFIED SERVICE"; SECTION 5.3,
TITLED "ENTRY LEVEL SALARY RATES"; SUBSECTIONS B AND C OF SECTION 5.4, TITLED
"COMPENSATION PLAN ADMINISTRATION"; SECTION 5.5, TITLED "CITY ATTORNEY AND CITY
DEFENSE ATTORNEY"; SECTION 6.5, TITLED "CALL-OUT GUARANTEE"; SUBSECTION 7.2.B,
TITLED "NEPOTISM"; SUBSECTION 7.2.D, TITLED "RE-EMPLOYMENT RIGHTS"; SUBSECTIONS B
AND H AND FINAL PAYMENT OF SECTION 9.1, TITLED "TERMINATIONS"; SUBSECTION C OF
SECTION 10.3, TITLED "GRIEVANCE PROCEDURE"; SUBSECTION C OF SECTION 11.1, TITLED
"GENERAL LEAVE"; AND SUBSECTION A OF SECTION 11.2, TITLED "EMERGENCY LEAVE"; ALL
FOR THE PURPOSES OF UPDATING THE PERSONNEL PLAN AS SET FORTH BELOW.

WHEREAS, a multiyear review of the personnel ordinance has resulted in proposed
housekeeping amendments to provide greater clarification, section renumbering, and removal of outdated
positions; and

WHEREAS, in addition to housekeeping amendments, three substantive amendments are
proposed: (1) establishing a schedule for grievance hearings to ensure hearings are held in a timely
manner, (2) removing the number of "permitted" unscheduled general leave absences and establishing a
communication between the supervisor and employee regarding the use of said leave, and (3) delaying
the initial 140-hour emergency leave credit for new hires until completion of probation; and

WHEREAS, at its July 25, 2019 and August 28, 2019 meetings, the Personnel Advisory Board
recommended the proposed amendments to the Personnel Plan for Council's approval; and

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

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

Section 1. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge,
Tennessee," is hereby amended by deleting Article 2, titled "Scope of Classified Service," in its entirety
and substituting therefor a new Article 2, titled "Scope of Classified Service," which new article shall read
as follows:

ARTICLE 2 – SCOPE OF CLASSIFIED SERVICE

The classified service includes all positions in the public service now existing or hereafter
established, except the following:

1. All elective officials;

2. Members of boards and commissions who are not City employees;

3. The City Manager, City Attorney (see Article 5, Section 5.5), Department Heads,
and the City Manager’s assistant;
4. Persons employed to make or conduct a temporary and special inquiry, investigation or examination who are engaged by the City on a contractual or consultant basis;

5. Personnel appointed or volunteering to serve without pay; and

6. Officers and employees of the City school system covered by Article 6, Section II of the City Charter.

The positions of City Manager's assistant and Department Heads shall serve at the discretion of the City Manager. They shall be considered regular employees and are covered by the provisions in the articles pertaining to classification, pay, hours of work, leave, employee development and benefit activities, and conduct.

Although the City Manager is excluded from the classified service, the incumbent shall be considered a regular employee and shall be entitled to leave and employee benefit programs and is covered by the provisions pertaining to conduct. All other conditions of employment are as specified in the City Charter or by City Council.

The City Judge is authorized to appoint, promote, suspend, remove, or take any other established personnel action with respect to the Court Clerk and other Court employees consistent with the provisions of the City Charter.

Section 2. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.3, titled "Entry Level Salary Rates," is hereby amended by renumbering subsections (c), (d), and (e) as subsections (b), (c), and (d), respectively, in response to the deletion of subsection (b) accomplished through Ordinance 17-2018.

Section 3. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.4, titled "Compensation Plan Administration," is hereby amended by deleting Subsection 5.4.b. in its entirety and substituting therefor a new Subsection 5.4.b., which new subsection shall read as follows:

5.4 COMPENSATION PLAN ADMINISTRATION

b. The immediate supervisor shall evaluate each employee in writing at least semi-annually.

Section 4. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," Section 5.4, titled "Compensation Plan Administration," is hereby amended by deleting Subsection 5.4.c. in its entirety and substituting therefor a new Subsection 5.4.c., which new subsection shall read as follows:

5.4 COMPENSATION PLAN ADMINISTRATION

c. Salary increases within the range shall be dependent upon the employee's performance, the recommendation of the head of the department concerned, review by the Director of Administrative Services, and approval by the City Manager. An employee will be at a pay level for at least six months before becoming eligible on the following July 1 for a possible merit salary increase within the pay group.

Section 5. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 5, titled "Pay Plan," is hereby amended by deleting Section 5.5, titled "City Attorney and City Defense Attorney," in its entirety and substituting therefor a new Section 5.5, titled "City
5.5 CITY ATTORNEY

The City Council, by resolution, shall fix the salary for the City Attorney. Other attorneys hired for special assistance will be on a contract basis.

Section 6. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 6, titled "Hours of Work, Overtime and Premium Compensation," is hereby amended by deleting Section 6.5, titled "Call-Out Guarantee," in its entirety and substituting therefor a new Section 6.5, titled "Call-Out Guarantee," which new section shall read as follows:

6.5 CALL-OUT GUARANTEE

Any non-exempt employee who, after departing from the regularly scheduled work shift, is officially called to and does report back to work for emergency service, is guaranteed pay for the time actually worked or for a minimum period of two hours whichever is greater. However, under no circumstances shall an employee be compensated more than once for the minimum two hours period.


7.2 SELECTION POLICY

7.2.B. NEPOTISM

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

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


7.2 SELECTION POLICY

7.2.D. RE-EMPLOYMENT RIGHTS

Any regular employee who leaves the job, voluntarily or involuntarily, to enter active duty in the United States armed forces may return to the job in accordance with the Uniformed Services' Employment and Re-employment Rights Act of 1994 (§ 43) and the provisions of Tennessee Code Annotated §8-33-101 et seq. Once the official orders are received, the
employee will be placed on military leave without pay and must apply for reinstatement within ninety (90) days after release from active military duty.

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

9.1 TERMINATIONS

b. Retirement. Employees shall be eligible for retirement upon meeting the age or years of service provisions prescribed by the Tennessee Consolidated Retirement System. Employees choosing to retire are required to submit a formal resignation notice, providing a minimum of two weeks’ notice.

Section 10. Ordinance No. 27-85, titled “A Personnel Plan for Employees of the City of Oak Ridge, Tennessee,” Article 9, titled “Terminations and Disciplinary Actions,” Section 9.1, titled “Terminations,” is hereby amended by deleting Subsection h, titled “Dismissal,” in its entirety and substituting therefor a new Subsection h, titled “Dismissal,” which new subsection shall read as follows:

9.1 TERMINATIONS

h. Dismissal. The City Manager may dismiss an employee for the good of the City with reasons for dismissal including but not limited to:

1. Theft or destruction of City property;
2. Incompetency, inefficiency or negligence in the performance of duties;
3. Insubordination that constitutes a serious breach of discipline;
4. Advocacy of or participation in group tactics which disrupt normal work performance including, but not limited to, walk-outs, slow-downs, and other such activities not authorized by law.
5. Conviction of a criminal offense;
6. Unauthorized absences or abuse of leave privileges;
7. Acceptance of any consideration given with the expectation of influencing the employee in performance of the duties;
8. Falsification of records;
9. Use of official position for personal advantage;
10. Association with subversive groups as defined by appropriate Federal directive.

An employee who is being dismissed shall be provided an advance written notice containing the nature of the action, the reasons therefore and the right to answer the charges orally or in writing.

Section 11. Ordinance No. 27-85, titled “A Personnel Plan for Employees of the City of Oak Ridge, Tennessee,” Article 9, titled “Terminations and Disciplinary Actions,” Section 9.1, titled “Terminations,” is hereby amended by deleting the final paragraph of the section, titled “Final Payment,” in its entirety and
substituting therefor a new final paragraph, titled "Final Payment," which new paragraph shall read as follows:

9.1 TERMINATIONS

Final Payment

Employees who terminate shall receive payment for all earned salary and accumulated General Leave as provided in Section 11.1e of Article 11. However, prior to final payment, all items of City property in the employee's custody shall be returned to the City. Any amount due because of a shortage in the returned items shall be withheld from the employee's final compensation or collected through other appropriate action. Any outstanding reimbursement agreement debt owed the City shall also be withheld from an employee's final payment.

Section 12. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 10, titled "Grievance Procedure," Section 10.3, titled "Grievance Procedure," is hereby amended by deleting subsection C, titled "Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board," in its entirety and substituting therefor a new subsection C, titled "Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board," which new subsection shall read as follows:

10.3 GRIEVANCE PROCEDURE

C. Unresolved Grievances Involving Suspensions, Dismissals, or Perceived Adverse Personnel Actions to be Brought to Personnel Advisory Board

If an employee's grievance is not resolved at the City Manager level and said grievance involves a suspension, dismissal, or otherwise adversely affected by a personnel action, the employee may appeal the grievance to the Personnel Advisory Board forwarding to the Director of Administrative Services the original grievance filed with the Department Head along with the Department Head's/designee's response and the City Manager's/designee's response, if any. No additional information may be submitted as part of the appeal nor will additional information be considered. This appeal must be filed in writing within ten (10) business days of the City Manager's/designee's decision. The Personnel Advisory Board will set a hearing date to occur within sixty (60) days of the appeals receipt to conduct a formal hearing on the employee's grievance.

By City Charter Article V, Section 25, if in the opinion of the board, the procedures established for such personnel action were not complied with, the board shall make decisions that shall be binding on the City citing with specificity how the procedures were complied with by the City. In all other cases, the board shall report its findings and recommendations, which shall be advisory in nature, in writing to the City Manager, and the decision of the City Manager shall be final.

Section 13. Ordinance No. 27-85, titled "A Personnel Plan for Employees of the City of Oak Ridge, Tennessee," Article 11, titled "Leave," Section 11.1, titled "General Leave," is hereby amended by deleting subsection c, titled "Granting General Leave," in its entirety and substituting therefor a new subsection c, titled "Granting General Leave," which new subsection shall read as follows:
11.1 GENERAL LEAVE

c. Granting General Leave

Requests for General Leave shall be formally requested and shall be submitted and approved prior to taking the leave in accordance with Departmental policies. Approval shall be determined on the basis of the work requirements of the City and, whenever possible, the personal wishes of the employee. General Leave granted shall not exceed the total amount credited to an employee at the start of the leave period, and General Leave shall be taken in multiples of one (1) hour. General Leave shall not be granted when it is known that the employee does not expect to return to duty, and terminations shall be effective as of the last day worked except in the case of disability or death.

In the case of unscheduled General Leave, employees, who are absent from duty, except police and fire employees, shall ensure that their respective supervisors are notified within one (1) hour after the usual reporting time, if physically able to do so. Police and fire employees shall notify their supervisors at least one hour before their scheduled duty. Upon return to work the employee shall immediately submit to the supervisor an authorization for leave form containing documentation identifying an approved reason for the use of unscheduled leave. Any unscheduled leave submitted without documentation or supervisor approval shall be considered as an unauthorized absence.

Leave covered by the Family Medical Leave Act, the Tennessee Maternity Leave Act, leave for which a statement signed by a licensed medical professional is provided and leave for funerals will not count as unauthorized absences.


11.2 EMERGENCY LEAVE

a. Emergency Leave Minimum Requirement

Regular fulltime employees must have a minimum of four hundred eighty (480) hours (672 hours for Fire Department station-based employees) and a proportionate share for regular part-time employees of Emergency Leave. If the balance of Emergency Leave is ever below the specified minimum, then two (2) hours of the General Leave accrual each pay period (2.8 hours for Fire Department station-based employees) and a proportionate amount for regular part-time employees shall be added to Emergency Leave until the minimum number of hours is reached.

New regular employees will be granted the equivalent of 140 hours of Emergency Leave with the equivalent of two (2) hours of their General Leave accrual going to Emergency Leave until the minimum is satisfied. New regular employees will not be credited the 140 initial hours of Emergency Leave until the end of their initial six (6) month probationary period.
Section 15. 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:

[Signature]

Kenneth R. Krushefski, City Attorney

[Signature]

Warren L. Gooch, Mayor

[Signature]

Mary Beth Hickman, City Clerk

First Reading: 09/09/2019
Publication Date: 09/12/2019
Second Reading: 
Publication Date: 
Effective Date: 
RESOLUTIONS
DATE: September 13, 2019
TO: Mark Watson, City Manager
FROM: Bruce M. Applegate, Director of Administrative Services
SUBJECT: REVISED PERSONNEL ADVISORY BOARD BYLAWS

Introduction

An item for the agenda is a resolution approving updates to the Personnel Advisory Board Bylaws. The updates include recommendations made by the Personnel Advisory Board over the last three months.

Funding

No funding is required for this item.

Background

On July 25, 2019 and August 28, 2019, staff met with the Personnel Advisory Board (PAB) to provide an overview of recommended Personnel Ordinance changes and answered questions by the Board. At these meetings PAB reviewed and voted to recommend amendments to the Personnel Ordinance and Personnel Advisory Board bylaws pursuant to staff suggestions and forward those suggestions to City Council.

A bold strike-through of the proposed changes to the Personnel Advisory Board bylaws are attached and include changes to the following sections: Composition, Quorum, Record Keeping and Correspondence, Grievance Hearing Guidelines, and general housekeeping adjustments.

Recommendation

Staff recommends adoption of the attached resolution.

Bruce M. Applegate
Director of Administrative Services

Attachments: Bylaw Submission Letter
Signed PAB Bylaws
PAB Bylaw Bold Strikethrough
Resolution
City Manager’s Comments:

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

Mark S. Watson

10/9/19

Date
September 17, 2019

The Honorable Mayor and Members of City Council
City of Oak Ridge
200 South Tulane Avenue
Oak Ridge, TN 37830

At the October 14, 2019 City Council meeting an Ordinance amendment was adopted that modified the City’s Grievance Procedure – Article 10 of the Personnel Plan/Ordinance (Ordinance No. 27-85).

Because of the modifications in the Personnel Plan/Ordinance, it is also necessary to modify the Bylaws of the Personnel Advisory Board in the specific section relative to our Grievance hearing Guidelines. The Board took the opportunity to incorporate the amendment change and several other improvements to the Boards bylaws. These changes were discussed at our meetings on July 25, 2019 and August 28, 2019 and were unanimously approved by all Board members at the two meetings.

The revised Bylaws are now submitted to you for approval.

Martha Wallus
Chair, Personnel Advisory Board

Cc:  Mark S. Watson, City Manager
     Members of Personnel Advisory Board
     Bruce M. Applegate, Director of Administrative Services
1. BACKGROUND:

   a. Origin – Established by Article III, Sec. 5, of the City Charter and Sec. 2-68 of the Code of Ordinances of Oak Ridge.

   b. Composition – The Personnel Advisory Board is composed of five citizens appointed by the Oak Ridge City Council for three-year staggered terms. It is desirable that Advisory Board members have a minimum of three (3) years Human Resources management experience at a company with 50 or more employees, however lack of this experience shall not disqualify a citizen from applying for membership on the Board.

   c. General Powers and Duties – The Personnel Advisory Board reviews the City Manager’s comprehensive pay plan, the merit system, and personnel rules setting forth employment conditions, and submits them to the Council with recommendations for adoption. It investigates complaints made in writing by any officer or City employee who is covered by the merit system and who is suspended or removed from his or her position or otherwise adversely affected by a personnel action. If in the opinion of the Board, the procedures established for such personnel action were not complied with, the Board can make decisions that will be binding on the City Manager. In all other cases, the Board makes recommendations to the City Manager in an advisory capacity only, and the decision of the City Manager is final. The Board can make recommendations to the Council and the City Manager on improvements in conditions of municipal employment and can investigate violations of sound personnel administration. It can assist the City Manager in other personnel matters as set forth by ordinance. The City Manager will acknowledge receipt of all recommendations and inform the Board of what actions, if any, will be taken in response to Board recommendations.

2. MEETINGS:

   a. Regular meetings shall be held as required when a quorum of members can be present. If an employee grievance is part of the agenda, the meeting will begin at a time agreed upon by the staff and the aggrieved party. The first meeting of the calendar year shall constitute the annual organizational meeting of the Board.

   b. Special meetings may be called upon the request of the Chairperson or any two members of the Board. The notice of special meetings shall be given at least 24 hours prior to the meeting and shall state the subject matter to be considered and no other matter shall be before the Board.

   c. In the event that there is no matter to be considered, the Chairperson may dispense with a meeting by assuring each board member and any other expected participants are notified at least twenty-four (24) hours prior to the time set for the meeting.
3. **QUORUM:**

   The presence of a majority of the members of the Board shall constitute a quorum for the purpose of conducting business. The affirmative vote of at least a majority of the members of the Board then in office shall be required to approve any proposed action.

4. **ATTENDANCE POLICY**

   a. **ATTENDANCE RECORD:**

      The Secretary of each Board and commission authorized by the Oak Ridge City Council shall record the full names of those members present and absent in the minutes of each scheduled meeting and shall provide the Oak Ridge City Clerk with a signed copy of the minutes upon their approval by the Board. The Secretary shall also maintain a separate attendance record which shall be provided to the Chairperson of the Board and the City Clerk within seven (7) days after each meeting. If a Board or Commission has no secretary, the person responsible for recording the minutes shall perform this function. The attendance record for periodic reporting to City Council and allow attendance problems to be identified and addressed in a timely manner.

   b. **ABSENCE FROM MEETINGS:**

      When a member of any Board or Commission authorized by the Oak Ridge City Council is absent from three (3) regularly-scheduled or regularly-called meetings during the Board’s term-year, the Chairperson shall request that the member provide a written explanation of the absences. The Board shall determine whether to accept or reject the explanation, the absences shall be considered “excused” and will not accrue for purposes of removal from the Board. If the Board votes to reject the explanation, the absences will accrue for the purposes of removal. If a member is absent from three (3) meetings and makes no effort to comply with the Chairperson’s request for an explanation, those absences will accrue for purposes of removal. Accrual of four (4) unexcused absences shall result in removal from the Board as outlined in Section c.

   c. **REMOVAL DUE TO ABSENCES:**

      When a member is absent from four (4) regularly-scheduled or regularly-called meetings during the Board’s term-year and, consistent with the procedure set forth in Section b., the Board rejects the explanation of absences or no explanation is forthcoming, the member shall be notified that he/she has been removed from the Board by a vote of his/her peers. The Chairperson of the Board or Commission shall notify City Council of the vacancy by letter, and the City Clerk shall schedule an election to fill the vacancy in the customary manner.

   d. **INCORPORATION OF ATTENDANCE POLICY INTO BYLAWS:**

      The attendance policy established by City Council shall be incorporated into the bylaws of those Boards and commissions authorized by City Council for which bylaws have been adopted. The bylaws will be subject to approval by City Council.
5. OFFICERS:

a. There shall be elected annually from among the members of the Board the following officers:

1. Chairperson
2. Vice Chairperson

Officers shall be elected at the first meeting of the calendar year and will serve until the next election.

b. In the absence of the Chairperson, the Vice Chairperson shall assume all the duties of the Chairperson.

6. RECORD KEEPING AND CORRESPONDENCE:

After consulting with the Chairperson of the Personnel Advisory Board, the City Personnel Director (or the City Manager’s designee) shall prepare and distribute an agenda for each Board meeting. The Personnel Director (or designee) shall also keep a record of all official actions of the Board, and distribute “action minutes” of each meeting to members of the Board for review and approval. Any required clerical support to prepare Board correspondence shall be provided by the City’s Personnel Department.

7. AGENDA:

The deadline for submissions of agenda items is two weeks prior to a scheduled meeting. At least 5 days prior to each meeting, the members shall be furnished an agenda reflecting items to be considered. No matter shall be brought before the Board unless it is on the agenda without the unanimous consent of all members present.

8. ORDER OF BUSINESS:

The order of business of all regular meetings shall be as follows:

a. Roll Call
b. Approval of “action minutes” of previous meeting
c. Unfinished business
d. New business (to include grievance hearing, if applicable.)
e. Communications and miscellaneous business
f. Adjournment

9. GRIEVANCE HEARING GUIDELINES:

a. Provision of Pertinent Information:

In order for the Personnel Advisory Board to hear an appeal of the City Manager’s/designee’s decision on an employee’s grievance, the appeal must be filed in accordance with the requirements set forth in the Personnel Plan/Ordinance, Section 10.3.C. No hearing will be scheduled unless and until all documentation has been received by the Personnel Director from
the employee and/or the employee’s legal representative regarding the appeal within the timeframe established by the Personnel Plan/Ordinance 10.3.C. As part of the agenda packet for the grievance hearing, the members of the Personnel Advisory Board shall receive a copy of the grievance as submitted by the employee to the City Manager and a copy of the employee’s letter to the Board (through the Personnel Director) requesting the hearing. The Board members will also receive, as part of the agenda packet, a copy of the City Manager’s response to the grievance. A copy of applicable policies, procedures, ordinances, training documentation, grievance procedure, and PAB bylaws will be incorporated in the agenda packet. The agenda packet will also be distributed to the aggrieved employee or if represented, to the aggrieved employee’s legal representative.

Per Personnel Plan/Ordinance Section 10.3.C., the grievance hearing will be scheduled for a time convenient for the board members.

b. **Hearing Procedures:**

   **Pre-hearing Actions:**

   (1) A court reporter may be requested to record the proceedings and swear witnesses. If a court reporter is requested by the aggrieved employee, the employee shall pay one-half of the court reporter’s invoice. If the City requests a court reporter, it will bear the full cost of the court reporter’s invoice. Any party may request a transcription of the hearing; the cost of such transcription will be borne in total by the requesting party.

   (2) The Board Chairperson shall serve as the Hearing Officer in all grievances that come before the Board. The Hearing Officer will conduct the hearing and rule on questions of procedure, including interpretation of these rules, or rules of evidence such as admissibility, relevancy or materiality. In the event that the Board decides by a majority vote of members in office that a third-party Hearing Officer is needed, the Board may request the City engage an independent Hearing Officer.

   (3) A uniformed police officer will be present at the discretion of the Board, Board Chairperson, and/or City Staff.

c. **Hearing Process:**

   (1) All parties addressing the board will be concise in their presentations and maintain decorum indicative of mutual respect for all participants.

   (2) The aggrieved employee shall make a statement of his/her grievance to the Board. The employee’s opening statement shall specify the Personnel Plan/Ordinance provision which is alleged to have been violated, and a statement describing the action the employee seeks.

   (3) The action to be taken by the Board shall be based upon the information contained in the record of the grievance hearing held by the City Manager.
(4) The Board shall not permit the introduction of new evidence on appeal of the City Manager’s decision that was not presented at the City Manager’s Grievance Hearing.

(5) After hearing the presentations of the employee and the City and reviewing the record before it, the Board shall rule by majority vote whether the action taken by the City Manager on the employee’s grievance followed the procedures established for such personnel actions in the personnel ordinance, and is supported by the record. The Board may also, upon majority vote, make recommendations to the City Manager concerning policy modifications or applications.

(6) The City Attorney shall attend all grievance hearings and act as independent counsel to the Hearing Officer and Members of the Board.

(7) The City Manager will acknowledge receipt of all recommendations and inform the Board of what actions, if any, will be taken in response to board recommendations.

10. NOTICE:

Adequate public notice of all meetings and matters to be discussed shall be given to the public by City staff. All meetings and hearings shall be open to the public.

11. AMENDMENT:

These Bylaws may be amended by majority vote of the members of the Board at any regular meeting.

The above Bylaws have been accepted for implementation on October 14, 2019, by the below listed Board members.

Martha Wallus
Chairperson

Bonnie Hebert
Vice-Chairperson

Anne Garcia

Lisa Bollinger
1. BACKGROUND:

a. Origin – Established by Article III, Sec. 5, of the City Charter and Sec. 2-68 of the Code of Ordinances of Oak Ridge.

b. Composition – The Personnel Advisory Board is composed of five citizens appointed by the Oak Ridge for three-year staggered terms. It is desirable that Advisory Board members have a minimum of three (3) years Human Resources management experience at a company with 50 or more employees, however lack of this experience shall not disqualify a citizen from applying for membership on the Board.

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d.  In the event that there is no matter to be considered, the Chairperson may dispense with a meeting by assuring each board member and any other expected participants are notified at least twenty-four (24) hours prior to the time set for the meeting.

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c. REMOVAL DUE TO ABSENCES:

When a member is absent from four (4) regularly-scheduled or regularly-called meetings during the Board’s term-year and, consistent with the procedure set forth in Section b., the Board rejects the explanation of absences or no explanation is forthcoming, the member shall be notified that he/she has been removed from the Board by a vote of his/her peers. The Chairperson of the Board or Commission shall notify City Council of the vacancy by letter, and the City Clerk shall schedule an election to fill the vacancy in the customary manner.
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a. There shall be elected annually from among the members of the Board the following officers:

1. Chairperson
2. Vice Chairperson

Officers shall be elected at the first meeting of the calendar year and will serve until the next election.

b. In the absence of the Chairperson, the Vice Chairperson shall assume all the duties of the Chairperson.

6. **RECORD KEEPING AND CORRESPONDENCE:**

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d. New business (to include grievance hearing, if applicable.)
e. Communications and miscellaneous business
f. Adjournment

9. **GRIEVANCE HEARING GUIDELINES:**
a. **Provision of Pertinent Information:**

In order for the Personnel Advisory Board to hear an appeal of the City Manager’s/designee’s decision on an employee’s grievance, the appeal must be filed in accordance with the requirements set forth in the Personnel Plan/Ordinance, Section 10.3.C. No hearing will be scheduled unless and until all documentation has been received by the Personnel Director from the employee and/or the employee’s legal representative regarding the appeal within the timeframe established by the Personnel Plan/Ordinance 10.3.C. As part of the agenda packet for the grievance hearing, the members of the Personnel Advisory Board shall receive a copy of the grievance as submitted by the employee to the City Manager and a copy of the employee’s letter to the Board (through the Personnel Director) requesting the hearing. The Board members will also receive, as part of the agenda packet, a copy of the City Manager’s response to the grievance. Other pertinent information that will help clarify issues and facilitate efficient conduct of the hearing will also be provided in the agenda packet. A copy of applicable policies, procedures, ordinances, training documentation, grievance procedure, and PAB bylaws will be incorporated in the agenda packet. The agenda packet will also be distributed to the aggrieved employee or if represented, to the aggrieved employee’s legal representative.

Per Personnel Plan/Ordinance Section 10.3.C., the grievance hearing will be scheduled for a time convenient for the board members.

b. **Hearing Procedures:**

Pre-hearing Actions:

(1) A court reporter may be requested to record the proceedings and swear witnesses. If a court reporter is requested by the aggrieved employee, the employee shall pay one-half of the court reporter’s invoice. If the City requests a court reporter, it will bear the full cost of the court reporter’s invoice. Any party may request a transcription of the hearing; the cost of such transcription will be borne in total by the requesting party.

(2) The Personnel Advisory Board may, at its discretion, appoint a third party to serve as a Hearing Officer. The Hearing Officer will conduct the hearing and rule on questions of procedure, including interpretation of these rules, or rules of evidence such as admissibility, relevancy or materiality. If no Hearing Officer is designated, the board chairperson shall serve as the hearing Officer. The Board Chairperson shall serve as the Hearing Officer in all grievances that come before the Board. The Hearing Officer will conduct the hearing and rule on questions of procedure, including interpretation of these rules, or rules of evidence such as admissibility, relevancy or materiality. In the event that the Board decides by a majority vote of members in office that a third-party Hearing Officer is needed, the Board may request the City engage an independent Hearing Officer.

(3) A uniformed police officer will be present at the discretion of the Board, and/or Board Chairperson, and/or City Staff.
c. Hearing Process:

(1) All parties addressing the board will be concise in their presentations and maintain decorum indicative of mutual respect for all participants.

(2) The aggrieved employee shall make a statement of his/her grievance to the Board. The employee’s opening statement shall specify the Personnel Plan/Ordinance provision which is alleged to have been violated, and a statement describing the action the employee seeks.

(3) The action to be taken by the Board shall be based upon the information contained in the record of the grievance hearing held by the City Manager.

(4) The Board shall not permit the introduction of new evidence on appeal of the City Manager’s decision that was not presented at the City Manager’s Grievance Hearing.

(5) After hearing the presentations of the employee and the City and reviewing the record before it, the Board shall rule by majority vote whether the action taken by the City Manager on the employees grievance followed the procedures established for such personnel actions in the personnel ordinance, and is supported by the record. The Board may also, upon majority vote, make recommendations to the City Manager concerning policy modifications or applications.

(6) The City Attorney shall attend all grievance hearings and act as independent counsel to the Hearing Officer and Members of the Board.

(7) The City Manager will acknowledge receipt of all recommendations and inform the Board of what actions, if any, will be taken in response to board recommendations.

d. Waiving of Rules:

The Chairperson may waive any of the above rules after consultation with the City Attorney and majority vote of the Board.

10. NOTICE:

Adequate public notice of all meetings and matters to be discussed shall be given to the public by City staff. All meetings and hearings shall be open to the public.

11. AMENDMENT:

These Bylaws may be amended by majority vote of the members of the Board at any regular meeting.

The above Bylaws have been accepted on August 9, 2013, by the below listed Board members.
Martha Wallus
Chairperson

Bonnie Hebert
Vice-Chairperson

Anne Garcia

Lisa Bollinger
RESOLUTION

A RESOLUTION APPROVING REVISED BYLAWS OF THE PERSONNEL ADVISORY BOARD.

WHEREAS, City Council has created a Personnel Advisory Board as required by Article III, Section 5, of the City Charter; and

WHEREAS, the Bylaws of the Personnel Advisory Board (the “Board”) were last adopted by the Board on August 9, 2013, and approved by City Council by Resolution 12-114-2013; and

WHEREAS, on July 25, 2019 and August 28, 2019, the Board approved revised Bylaws as part of the Board’s recent recommendations for updates to the City’s personnel ordinances; and

WHEREAS, the City Manager and the Board recommend approval of the revised Bylaws by City Council.

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

That the recommendations of the City Manager and the Personnel Advisory Board are approved and the attached Bylaws of the Personnel Advisory Board are 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 October 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

[Signature]
Mary Beth Hickman, City Clerk
PUBLIC WORKS DEPARTMENT MEMORANDUM
19-114

DATE: October 14, 2019
TO: Mark S. Watson, City Manager
THROUGH: Shira McWaters, P.E., Public Works Director
FROM: Roger Flynn, P.E., City Engineer
SUBJECT: STREET SWEEPING AMENDMENT

Introduction

An item for City Council's consideration is the recommendation to amend the current contract for street sweeping and approve a contingency for future acceptance of streets.

Funding

Funding for this service is provided by several activities within the budget, such as State Highway Maintenance (100% reimbursed by TDOT), General Maintenance and Facilities.

Background/Analysis/Review/Consideration

One of the services the City provides is to sweep City streets and State routes on a periodic basis. The previous contract (FY2015-002) for this work which was let for bid on April 24, 2014 expired on June 30, 2019. On April 9, 2019, a new contract (FY2020-001) was let for bid and was approved by council at its May 13, 2019 meeting with resolution 5-39-2019. Both contracts were for a period of one year with 4 one year renewals. Sweeping Corporation of America was the only bidder for each successfully awarded contract. These contracts both contain a clause that allows the City to delete or add quantities as needed.

Contract FY2015-002 was approved by council at its June 2, 2014 meeting in the estimated amount of $76,360.58. When the contract was rebid the same bid form with the same quantities was used. The resolution approving the new contract in the amount of $92,604.38 stated that amount could not be exceeded. Two issues have been discovered that will require approval from council to correct.

Since 2014, the street inventory has changed increasing the miles of street to be swept. In addition, in June 2017, just prior to his retirement a previous Public Works Manager increased the frequency of sweeping for eleven high traffic streets adding about 8.24 additional centerline miles. This was unknown to current staff and staff has learned there are a few streets in inventory that are not swept. The bid form contains a rate for services needed for special events at a rate of $165/hour if requested. No hours are included in the total. Reconciling deletions and additions and using current cost and corrected quantities the contract should be adjusted to $94,967.79.

Secondly, the issue of wording “not to exceed” in resolution 5-39-2019 are in conflict with the clause in the contract allowing for quantity changes. These words also make it impossible to add additional streets to the contract when they are accepted. Staff expects to accept Heritage Boulevard at ETTP, sections I, J, and K at the Preserve at Clinch River and all of the Crossroads at Wolf creek in the next 18 months. When accepted these streets will increase the inventory by 6.8 centerline miles and require an increase of $1,979.61 in the sweeping contract.

Staff would ask that council approve increasing the current contract to $94,967.79 and also pre-approve an additional $1,979.61 for streets where acceptance is pending. An additional $825.00 is requested so
that if the special services item (5 hours assumed) were needed it would be available. The total amount asked for is $97,772.40. This memo and approved resolution would rescind resolution 8-88-2019.

Recommendation

Adoption of the attached resolution is recommended.

Attachment(s)
Resolution 05-0039-2019
Resolution 8-88-2019
Revised Bid Form

Roger Flynn, 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: 10/9/19
RESOLUTION

A RESOLUTION AWARDING A CONTRACT (FY2020-001) TO SWEEPING CORPORATION OF AMERICA, INC., NASHVILLE, TENNESSEE, FOR STREET SWEEPING IN AN AMOUNT NOT TO EXCEED $92,604.38.

WHEREAS, the City owns and maintains numerous streets within the City Limits; and

WHEREAS, the current contract for street sweeping services expires June 30, 2019, therefore, the City issued an invitation to bid for the furnishing of all labor, tools, materials, equipment, and supplies necessary for the sweeping of city streets; and

WHEREAS, bids were received and publicly opened on April 9, 2019, with Sweeping Corporation of America, Inc., Nashville, Tennessee, submitting the sole bid; and

WHEREAS, Sweeping Corporation of America, Inc., has provided street sweeping services to the City since at least FY2014; and

WHEREAS, the City Manager recommends the bid 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 Sweeping Corporation of America, Inc., 713 Malpark Drive, Nashville, Tennessee 37204, for the furnishing of all labor, tools, materials, equipment and supplies necessary for the sweeping of city streets; said award in strict accordance with FY2020-001, the required specifications, and the bid as publicly opened on April 9, 2019, and in an amount not to exceed $92,604.38.

BE IT FURTHER RESOLVED that said contract is for Fiscal Year 2020 (July 1, 2019 through June 30, 2020) with four (4) additional fiscal-year renewal options at the City’s sole option.

BE IT FURTHER RESOLVED that the City Manager may authorize renewals of this contract for satisfactory services if budgeted funds allow, with renewal terms having a price adjustment based upon the Consumer Price Index (CPI).

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

This the 13th day of May 2019.

APPROVED AS TO FORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
RESOLUTION

A RESOLUTION TO AMEND THE CONTRACT (FY2020-001) WITH SWEEPING CORPORATION OF AMERICA, INC., NASHVILLE, TENNESSEE, TO MODIFY THE SCOPE OF WORK AND INCREASE THE COMPENSATION ACCORDINGLY.

WHEREAS, by Resolution 5-39-2019, City Council approved a contract with Sweeping Corporation of America, Inc., Nashville, Tennessee, for street sweeping in an amount not to exceed $92,604.38; and

WHEREAS, after the contract was executed, it was discovered that approximately fifteen (15) miles of streets were not included in the bid, which streets were included in the prior year’s contract; and

WHEREAS, Sweeping Corporation of America, Inc., has provided a quote for the additional miles of streets ($872.70), which quote is reasonable; and

WHEREAS, the City Manager recommends approval of an amendment to the contract to increase the scope of work and the compensation accordingly.

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 contract (FY2020-001) between the City and Sweeping Corporation of America, Inc., Nashville, Tennessee, for street sweeping services is hereby amended to increase the scope of work to account for approximately fifteen (15) miles of additional streets and to increase the compensation by $872.70, for a new not to exceed amount of $93,477.08.

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

This the 12th day of August 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signatures]

Kenneth R. Krushenski, City Attorney

[Signatures]

Warren L. Gooch, Mayor

[Signatures]

Mary Beth Hicksman, City Clerk
## BID FORM

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<td>(Anderson County)</td>
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<td>State Route 95 Oak Ridge Turnpike</td>
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<td>(Roane County)</td>
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RESOLUTION

A RESOLUTION TO AMEND THE CONTRACT (FY2020-001) WITH SWEEPING CORPORATION OF AMERICA, INC., NASHVILLE, TENNESSEE, TO MODIFY THE SCOPE OF WORK AND INCREASE THE COMPENSATION TO $97,772.40, AND TO RESCIND RESOLUTION 8-88-2019.

WHEREAS, by Resolution 5-39-2019, City Council approved a contract with Sweeping Corporation of America, Inc., Nashville, Tennessee, for street sweeping in an amount not to exceed $92,604.38; and

WHEREAS, by Resolution 8-88-2019, City Council amended the contract to increase the scope of work by approximately fifteen miles of streets and to increase the compensation by $872.70; and

WHEREAS, during preparation of the contract amendment, it was determined the amounts listed for Resolution 8-88-2019 were in error so the amendment was never finalized; and

WHEREAS, the City Manager recommends Resolution 8-88-2019 be rescinded; and

WHEREAS, during the last contract period of the street sweeping contract, streets were added and frequencies were modified which were not known to current staff due to staff changes (retirements) and, therefore, those updates were not made during the re-bidding of this project; and

WHEREAS, staff has now made a complete evaluation of the streets to be swept, the correct mileage of said streets, and the appropriate frequency for sweeping; and

WHEREAS, due to this evaluation, a updated list of streets and frequencies has been developed and, using the contractor’s bid prices, results in a total contract amount of $94,967.79; and

WHEREAS, during this evaluation it was also noted staff did not request additional approved funding for foreseeable events such as new street acceptances and special events, and staff now requests an additional $2,804.61 for this purpose; and

WHEREAS, the City Manager recommends approval of an amendment to the contract to correct the streets, mileages, and frequencies, as well as adjust the compensation as noted herein.

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 contract (FY2020-001) between the City and Sweeping Corporation of America, Inc., Nashville, Tennessee, for street sweeping services is hereby amended to correct the scope of work (streets, mileages, and frequencies) and to change the not-to-exceed compensation amount to $97,772.40, which amount includes the required additional funding to meet the corrected scope as well as an additional $2,804.61 for potential new street acceptances and special events.

BE IT FURTHER RESOLVED that Resolution 8-88-0219 is hereby rescinded.

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 October 2019.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
PUBLIC WORKS DEPARTMENT MEMORANDUM
19-116

DATE: October 2, 2019

TO: Mark S. Watson, City Manager

FROM: Shira A. McWaters, P.E., Public Works Director

SUBJECT: PRESCHOOL FURNITURE PURCHASE AND JOINING NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

Introduction

An item for City Council’s consideration is the purchase of furniture for the new Pre-school, which is currently under construction, and joining National Cooperative Purchasing Alliance (NCPA). The furniture purchase will be coordinated through Genesis Interiors of Sevierville, TN utilizing a variety of purchasing cooperatives that the City is already a member of plus NCPA. The total not to exceed price is $362,478.30 with an allowance of up to $10,000 for tariffs and contingences.

Funding

Funding of $400,000 for this item is included in the bond issue for the Pre-school construction project.

Consideration

Once construction is complete in early 2020, the new pre-school building will require furniture for the classrooms, offices and the many activities that will take place in the school. The attached furniture package has been recommended by Studio Four, the architectural firm contracted by the City for the project. The anticipated lead time once the furniture is ordered to delivery is approximately 16 weeks.

Purchase of the furniture through the co-ops also requires the approval of City Council to enter into a purchasing agreement with another purchasing cooperative, NCPA. City Council has already approved agreements with the below listed cooperatives that will also be used for the furniture purchase:

- The Interlocal Purchasing System (TIPS)
- Sourcewell
- National Intergovernmental Purchase Alliance (National IPA)
- U.S. Communities Government Purchasing Alliance (Omnia)

A breakdown of the associated furniture and costs is attached.

Recommendation

Adoption of the attached resolution is recommended in the not to exceed amount of $372,478.30.

Attachment(s)
Resolution
Furniture Package Quote
Genesis Interiors Vendor PO List

Shira A. McWaters, 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: 10/9/19
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Notes:
- Items 1 and 2 are not fully readable due to the image quality.
- The table includes various furniture and material specifications for different areas of the Oak Ridge Preschool, such as a Nurse Station and Family Services areas.
- Quantities and costs are provided for each item.

Design: Jessica Smelcer
Designer Email: Jessica@genesisinteriors-tn.com
Phone: 865-227-2314

1 of 17
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Designer: Jessica Smelcer
Jessica@genesisinteriors-tn.com
865-227-2314
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# Oak Ridge Preschool Budgets

**Designer:** Jessica Smelcher  
**Email:** Jessica@genesisinteriors-tn.com  
**Phone:** 865-227-2314

## Genesis Interiors  
2033 James Road  
Sevierville, TN 37876

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## Oak Ridge Preschool Budgets

**Designer:** Jessica Smelcer  
Jessica@genesisinteriors-tn.com  
865-227-2314

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*Note: Ext Cost = Unit Cost * Qty*
# Oak Ridge Preschool Budgets

**Designer:** Jessica Smelcer  
Jessica@genesisinteriors-tn.com  
865-227-2314

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Total: $4,755.98
# Oak Ridge Preschool Budgets

**Designer:** Jessica Smelcer  
Jessica@genesisinteriors-tn.com  
865-227-2314

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- **Item No.** 176: 
- **Description:** Chair w/High Back, Adjustable Arms w/Lochable 20D Arms  
  **Quantity:** 1  
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- **Item No.** 177: **Description:** Monitor Arm w/Adjustable Mnt Arm  
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- **Item No.** 179: **Description:** Table  
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- **Item No.** 180: **Description:** Laminate  
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- **Item No.** 181: **Description:** Laminate Core  
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### Oak Ridge Preschool Budgets

**Designer:** Jessica Smelcer  
**Contact:** Jessica@genesisInteriors-Tn.com  
**Phone:** 865-227-2314

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**Design Notes:**

- **C190:** Height and Width Adjustable Arms with Lockable 3D Pads
- **C170:** Synchron Tilt with Side Tension Knob
- **SS3:** Seat Slider
- **C5:** Arm
- **W10X:** Welded Frame (Base, Arm Extensions, Seat Pad and Outer Frame)
- **MTCH8:** Matching Base
- **W9:** Black Soft Wheel Caster
- **ESO:** Elastomer Stack-Show
- **MPT:** Maharam Pach
- **111-2013:** California Technical Bulletin 111-2013 - Compliant
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## Oak Ridge Preschool Budgets

**Genesis Interiors**  
2033 James Road  
Sevierville, TN 37876

**Designer:** Jessica Smelcer  
Jessica@genesisinteriors-tn.com  
865-227-2314

### Item | Category | Qty | Sold | Ext Sold |
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### Additional Notes
- **Classroom Fabric** (QTY 4)  
  - $189.59  
  - $216.99  
  - $221.72  
  - $252.88

**Total**
- $279.74  
- $341.68  
- $685.19  
- $774.69  
- $189.59  
- $216.99  
- $132.99  
- $159.99  
- $589.25  
- $678.63  
- $263.59  
- $280.50  
- $420.00  
- $462.00  
- $221.72  
- $252.88  
- $549.54  
- $548.14  
- $182.62  
- $182.62  
- $161.72  
- $161.72  
- $695.64  
- $695.64  
- $491.70  
- $933.00  
- $317.78  
- $635.56

**Grand Total:** $342,714.30

17 of 17
Oak Ridge Pre-K

FF&E Furniture Vendor Breakdowns

Make Purchase Orders out to the following:

*itemized pricing attached

1.) Demco  
c/o Genesis Interiors  
PO Box 8048  
Madison, WI 53708-8048  
TIPS Contract #171002

Purchase Order Amount: $32,258.72

2.) Interface  
c/o Genesis Interiors  
1280 West Peachtree St NW  
Atlanta, GA 30309  
Sourcewell Contract# 121715-IFA

Purchase Order Amount: $6,069.48

3.) Jonti-Craft  
C/O Genesis Interiors  
171 Hwy 68  
PO Box 30  
Wabasso, MN 56293  
NCPA Contract #07-34

Purchase Order Amount: $162,272.71
4.) SitOnIt Seating (exemplis LLC)
   C/O Genesis Interiors
   6415 Katella Avenue
   Cypress, CA 90630
   TVR# 933210
   National IPA Contract #R142205

   Purchase Order Amount: $6,418.88

5.) KI
   C/O Genesis Interiors
   1330 Bellevue ST
   Green Bay, WI 54302
   Sourcewell Contract# 031715-KII

   Purchase Order Amount: $6,365.64

6.) OFS Brands Holdings, INC
   C/O Genesis Interiors
   1204 E 6th Street
   Huntingburg, IN 47542
   Omnia/National IPA Contract # R142213

   Purchase Order Amount: $120,992.80

7.) Safco Products Co.
   C/O Genesis Interiors
   9300 West Research Center Road
   New Hope, MN 55428
   Omnia National IPA Contract # R142211

   Purchase Order Amount: $1,450.07
8.) Genesis Interiors  
2033 James Road  
Sevierville, TN 37876  
(NON contract items)  

Purchase Order Amount: $2,350

9.) Genesis Interiors  
C/O Turn Key Installation  
2033 James Road  
Sevierville, TN 37876  
(Three install prices)  

Purchase Order Amount: $24,300
RESOLUTION

A RESOLUTION TO APPROVE A MASTER AGREEMENT WITH NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) TO ALLOW THE CITY TO BECOME A PARTICIPATING MEMBER IN THE PURCHASING COOPERATIVE, AND AUTHORIZING THE EXPENDITURE OF UP TO $372,478.30 FOR FURNITURE FOR THE NEW PRESCHOOL BUILDING, WHICH AMOUNT INCLUDES $10,000.00 FOR TARIFFS AND CONTINGENCIES.

WHEREAS, Tennessee Code Annotated §12-3-1205(b) provides that local governments may participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement; and

WHEREAS, the City desires to become a participating member in National Cooperative Purchase Alliance (NCPA) and to enter into the necessary agreement to become a participating member; and

WHEREAS, the City desires to utilize various purchasing cooperatives to purchase furniture for the new Preschool building which is scheduled for completion in early 2020; and

WHEREAS, aside from NCPA, the City desires to purchase the furniture from the following purchasing cooperatives: National Intergovernmental Purchase Alliance (National IPA) and U.S. Communities Government Purchasing Alliance now known as OMNIA Partners, Public Sector (Resolution 6-56-2019); The Interlocal Purchasing System (TIPS) (Resolution 6-56-2019); National Joint Powers Alliance (NJPA) now known as Sourcewell (Resolution 3-21-2018); and

WHEREAS, the City Manager recommends the City become a participating member in NCPA and utilizing the pricing options under various purchasing cooperatives for the new Preschool building furniture.

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 the necessary membership agreement with National Cooperative Purchase Alliance (NCPA) thereby allowing the City to become a participating member with contract purchasing benefits in accordance with the terms and conditions of the applicable contract.

BE IT FURTHER RESOLVED that the City is hereby authorized to expend up to $372,478.30 for furniture for the new Preschool building and may utilize various purchasing cooperatives as well as the City’s competitive bidding process as needed for this expenditure, which amount includes $10,000.00 for tariffs and contingencies.

BE IT FURTHER RESOLVED that the City’s architect for the Senior Center project, Studio Four Design, Inc., is utilizing the services of Genesis Interiors in Sevierville, Tennessee, and the City is authorized to arrange for the purchase and installation of the furniture through Genesis Interiors.

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

This the 14th day of October 2019.

APPROVED AS TO EORM AND LEGALITY:

Kenneth R. Krushenski, City Attorney

Warren L. Gooch, Mayor

Mary Beth Hickman, City Clerk
CITY COUNCIL MEMORANDUM

19-27

DATE:          October 8, 2019
TO:            Mayor and City Council
FROM:          Mark S. Watson, City Manager
SUBJECT:       RATIFYING RESOLUTION AUTHORIZING WIFIA BOND

Introduction:

An item for City Council's consideration is a resolution ratifying the authorization of the issuance of a bond to the US Environmental Protection Agency (EPA) in conjunction with requirements of the WIFIA loan program to provide approximately 49% of the funding for construction of a new water treatment plant and related infrastructure.

Funding:

Approval of this resolution will allow for the acceptance of a loan in the amount of $20,656,145 (plus $510,000 capitalized interest) for 35 years at a competitive interest rate tied to the federal State Local Government Services (SLGS) rate.

Background:

At the September 9th City Council meeting, City Council unanimously approved resolution number 9-100-2019 which authorized various items in conjunction with the finalization of the WIFIA loan, including the authorization of the issuance of a bond to EPA (WIFIA Bond). In connection with the adoption of resolution 9-100-2019, City Council was informed that the WIFIA Bond would be issued on a parity of lien with the City's existing six State Revolving Fund (SRF) loans upon receiving the consent of the State Tennessee Local Development Authority (TLDA) Board and execution of the TLDA Consent and Agreement as to Parity Status.

At its September 19th TLDA Board meeting, the TLDA Board only approved WIFIA Bond parity lien status as to Net System (Waterworks Fund) Revenues with only one of the City's existing State Revolving Fund (SRF) water loans. Also, the TLDA Board did not execute the TLDA Consent and Agreement as to Parity Status document. The five existing SRF loans for which the TLDA Board did not approve parity of lien financed City wastewater projects.

The TLDA did approve parity of lien on a $3,288,000 SRF loan dated May 9, 2019 in an aggregate principal amount not to exceed $3,288,000. The proceeds from this loan will be used to finance the design and engineering costs for the new water treatment plant and related infrastructure.
Recommendation:
Staff recommends the ratification of the attached resolution ratifying the authorization of the issuance of a bond to EPA to finance costs for the new water treatment plant and related infrastructure and reflecting the approval granted by the Tennessee Local Development Authority (TLDA).

Attachment:
Resolution
Resolution No. 

A RESOLUTION RATIFYING THE AUTHORIZATION OF THE ISSUANCE OF A BOND TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO FINANCE A WATERWORKS SYSTEM IMPROVEMENT PROJECT

WHEREAS, by Resolution No. 9-100-2019 adopted on September 9, 2019 (the “Authorizing Resolution”), the City Council of the City of Oak Ridge (the “Municipality”) has authorized the issuance of a general obligation bond to finance, among other things, certain improvements to and the expansion of the waterworks system of the Municipality, which includes the water and wastewater systems of the Municipality; and

WHEREAS, all capitalized terms used in this resolution and not otherwise defined shall have the meanings given to such terms in the Authorizing Resolution or, if not defined therein, in the WIFIA Loan Agreement, as defined in the Authorizing Resolution, as executed and delivered by the Municipality;

WHEREAS, the Authorizing Resolution also authorized the issuance of the WIFIA Bond as additionally payable from and secured by a pledge of the Net System Revenues as provided in the WIFIA Loan Agreement;

WHEREAS, in connection with the adoption of the Authorizing Resolution, the City Council was informed that the WIFIA Bond would be issued on a parity of lien with certain Existing SRF Loans upon receiving the consent of the TLDA pursuant to the TLDA Consent and Agreement as to Parity Status;

WHEREAS, TLDA consented, by resolution, to the WIFIA Bond being on parity of lien as to Net System Revenues with only the Existing Project SRF Loan and did not execute the TLDA Consent and Agreement as to Parity Status;

WHEREAS, pursuant to the TLDA resolution, the WIFIA Bond will be issued on a parity of lien with the Existing Project SRF Loan, but all other Existing SRF Loans will be considered Prior Lien Obligations and have a lien on the Net System Revenues that is senior to the lien securing the WIFIA Loan and the Existing Project SRF Loan;

WHEREAS, due to TLDA’s action, the WIFIA Lender will only permit the Municipality to issue additional Obligations, including any additional SRF Loan, on a parity of lien with the WIFIA Loan with the consent of the WIFIA Lender pursuant to the WIFIA Loan Agreement; and

WHEREAS, the City Council of the Municipality desires to ratify its prior actions taken pursuant to the Authorizing Resolution and to confirm the authority of the officers of the Municipality to proceed with the execution of the WIFIA Loan Agreement and issuance of the WIFIA Bond.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oak Ridge, Tennessee, as follows:

Section 1. Ratification. The City Council hereby ratifies the Authorizing Resolution and confirms all terms thereof relating to the execution and delivery of the WIFIA Loan Agreement and issuance of the WIFIA Bond, provided, however, that the WIFIA Bond may be secured as to Net System Revenues as described in the preambles hereto and the officers of the Municipality shall not be required to execute and deliver the TLDA Consent and Agreement as to Parity Status in connection with the execution and delivery of the WIFIA Loan Agreement and issuance of the WIFIA Bond. Without
limiting the foregoing, the officers of the Municipality are authorized to execute and deliver all Transaction Documents other than the TLDA Consent and Agreement as to Parity Status and to take all other action described in Section 11 of the Authorizing Resolution in accordance with the terms of such Section.

Section 2. Resolution a Contract. The provisions of the Authorizing Resolution, as ratified hereby, shall constitute a contract between the Municipality and the holder of the WIFIA Bond, and after the issuance of the WIFIA Bond, no change, variation or alteration of any kind in the provisions of the Authorizing Resolution or this resolution shall be made in any manner, without the consent of the holder of the WIFIA Bond, until such time as the WIFIA Bond and all interest due thereon shall have been paid in full.

Section 3. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Duly adopted and approved on October 14, 2019.

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
Kenneth R. Krushenski, City Attorney

[Signature]
Warren L. Gooch, Mayor

Attested:

[Signature]
Beth Hickman, City Clerk
STATE OF TENNESSEE  
COUNTY OF ANDERSON  

I, Beth Hickman, certify that I am the duly qualified and acting City Clerk of City of Oak Ridge, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on October 14, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the ratification of the issuance of the Municipality's WIFIA Bond.

WITNESS my official signature and seal of said Municipality on this ___ day of October, 2019.

_________________________________________________________________
City Clerk