

AGENDA

OAK RIDGE CITY COUNCIL MEETING

Municipal Building Courtroom

February 14, 2011

7:00 p.m.

INVOCATION – Reverend Brian Scott, Pastor of Robertsville Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

I. APPEARANCE OF CITIZENS

II. PROCLAMATIONS AND PUBLIC RECOGNITIONS

III. SPECIAL REPORTS

1. CAPITAL IMPROVEMENTS PROGRAM / MUNICIPAL PLANNING COMMISSION

The Oak Ridge Municipal Planning Commission voted on November 18, 2010 to approve and transmit to the City Council a Capital Improvements Program (CIP) in accordance with the City Charter. The CIP is submitted for City Council's use in providing guidance to the City Manager in preparation of the annual budget.

IV. CONSENT AGENDA

1. APPROVAL OF THE DECEMBER 13, 2010 COUNCIL MINUTES

The minutes were amended at the January 10, 2011 meeting, but were not voted on for approval.

2. APPROVAL OF THE JANUARY 10, 2011 COUNCIL MINUTES

3. RESOLUTION - THE NEW CHINA PALACE 2 YR LEASE AGREEMENT

A resolution authorizing a lease agreement with the New China Palace for 695 Melton Lake Drive for the purpose of operating a restaurant.

4. RESOLUTION – 2011 HOME PROGRAM GRANT

A resolution authorizing Aid to Distressed Families of Appalachian Counties, Inc. (ADFAC) to submit on the City's behalf a grant application, including all understandings and assurances contained therein, to the Tennessee Housing Development Agency (THDA) for 2011 HOME grant program funds to promote the rehabilitation of housing for low-income households in Oak Ridge, in the not to exceed amount of \$500,000.

5. RESOLUTION – AUTHORIZATION OF MAYOR'S SIGNATURE ENVIRONMENTAL PROTECTION AGENCY ADMINISTRATIVE ORDER

A resolution authorizing the Mayor to sign all reports, notifications, documentation and submittals required by the United States Environmental Protection Agency Administrative Order.

V. RESOLUTIONS

1. CHANGING CERTAIN BOARDS AND COMMISSIONS TO CALENDAR YEAR TERMS

A resolution to simplify the election process for certain boards and commissions by setting all terms of office (with the exception of student members) to commence on January 1, by extending current members' terms of office through to December 31 following their current term, and by establishing all officers to be elected each January.

2. PROFESSIONAL SERVICES AGREEMENT WITH SECRET CITY FILMS

A resolution authorizing a professional services agreement with Secret City Films to provide one-hundred oral histories from key individuals important to the history of Oak Ridge

3. SETTING CHARGES FOR UTILITY SERVICES

A resolution to establish new utility fees, effective March 17, 2011, in accordance with the proposed new rules and regulations governing electric power distribution.

4. TVA SECURITY DEPOSIT PROGRAMS

A resolution to amend the existing agreement with TVA for the Enhanced Security Deposit Program and to approve an agreement with TVA for a new Deposit Assurance Program.

5. CREATION OF AN OAK RIDGE RECREATION & PARKS ADVISORY BOARD

A resolution to create a nine member Oak Ridge Recreation and Parks Advisory Board (Parks Board) for the purpose of providing recommendations and direction to City Council on the development of a high-quality, interconnected parks system.

VI. PUBLIC HEARINGS AND 1ST READING OF ORDINANCES

**1. PUBLIC HEARING / 1ST READING / REZONING ORDINANCE / HERITAGE CENTER
ROANE COUNTY TAX MAP 30, PARCELS ED-8 A, B, C, D, E & 1.01, 1.02, 1.03, 1.07
From IND-2 INDUSTRIAL to IND-2 INDUSTRIAL MANHATTAN DISTRICT OVERLAY**

An ordinance to amend Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," by amending the zoning map which is made a part of the ordinance by changing the Zoning District of the buildings designated as Parcels 1.01, 1.02, 1.03, and 1.07, Roane County Tax Map 30, and the real property designated by the United States Department of Energy as Parcels ED-8A, ED-8B, ED-8C, ED-8D, and ED-8E, which buildings and properties are located at Heritage Center, from IND-2, Industrial to IND-2, Industrial Manhattan District Overlay (IMDO).

This is a request to rezone approximately 83.3 acres located east of ED-5 and north of State Route 58. This rezoning is part of a continuing process that the U.S. Department of Energy and Heritage Center LLC have undertaken to privatize property within the Heritage Center. The Planning Commission recommended approval of the rezoning by a vote of 8-0.

**2. ORDINANCE TO AMEND CITY CODE §2-203 (EQAB) AND §8-603(1) (BEER BOARD)
CHANGE TO CALENDAR YEAR TERMS**

An ordinance to amend Title 2, titled "Boards and Commissions, etc.," Chapter 2, titled "Environmental Quality Advisory Board," Section 2-203, titled "Terms of Members," of the Code of Ordinances, City of Oak Ridge, Tennessee, by adding a new paragraph; and to amend Title 8, titled "Alcoholic Beverages," Chapter 6, titled "Beer and other Light Beverages – generally," Section 8-603, titled "Beer Permit Board," Subsection (1), to change the commencement date for terms of office for EQAB (except student members) and Beer Board to now be January 1, with current members' terms being extended through to December 31 following their current term of office, all for the purpose of consistency and simplification of the election process.

**3. ORDINANCE TO AMEND CITY CODE TITLE 12 – ABOLISH THE BOARD OF
ELECTRICAL EXAMINERS AND THE BOARD OF PLUMBING EXAMINERS, AND
CREATE A NEW TRADE LICENSING BOARD**

An ordinance to amend Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, by deleting Chapter 4, titled "Board of Electrical Examiners," in its entirety; by renumbering Chapter 3, titled "Electrical Code," as the new Chapter 4 keeping the same title; by creating a new Chapter 3, titled "Trade Licensing Board"; by deleting Chapter 8, titled "Board of Plumbing Examiners," in its entirety; by renumbering the following chapters with all titles remaining the same: Chapter 9, titled "Plumber's License," as the new Chapter 8; Chapter 10, titled "Plumber's Work Permit," as the new Chapter 9; Chapter 11, titled "Mechanical Code," as the new Chapter 10; Chapter 12, titled "Gas Code," as the new Chapter 11; and Chapter 13, titled "Citations And Ordinances Summonses," as the new Chapter 12; by deleting Section 12-302 (New Section 12-402), titled "Definitions," Subsection (2), titled "Board," and substituting therefor a new Subsection 12-402(2), titled "Board"; and by deleting Section 12-702, titled "Definitions," Subsection (2), titled "Board," in its entirety and substituting therefor a new Subsection 12-702(2), titled "Board," all for the purpose of abolishing the Board of Electrical Examiners and the Board of Plumbing Examiners and creating a new Trade Licensing Board which combines the responsibilities of both boards into one.

This ordinance consolidates the Board of Electrical Examiners and the Board of Plumbing Examiners into a new board called the Trade Licensing Board.

**4. ORDINANCE TO ADOPT NEW RULES AND REGULATIONS GOVERNING
DISTRIBUTION OF ELECTRIC POWER**

An ordinance to repeal Ordinance No. 30-00 which adopted the rules and regulations governing distribution of electric power, and to adopt new rules and regulations governing the distribution of electric power with the City of Oak Ridge.

VII. FINAL ADOPTION OF ORDINANCES

**1. REZONING REQUEST PARCEL 1.01, MAP 100B, GROUP B – from UB-2 to B-2 and a 30 FT.
STRIP SURROUNDING PARCELS 3.00 & 4.00, MAP 100B, GROUP B– from RG-1 to B-2**

An ordinance to amend Ordinance No. 2, titled "The Zoning Ordinance of the City of Oak Ridge, Tennessee," by amending the Zoning Map which is made a part of the ordinance by changing the Zoning District of Parcel 1.01, Map 100B, Group B, from UB-2 (Unified General Business) to B-2 (General Business), and a thirty-foot wide strip surrounding Parcels 3.00 and 4.00, Map 100B, Group B, from RG-1 (Residential, Open Space and Reserved) to B-2 (General Business).

These parcels are located behind 601 Oak Ridge Turnpike and Fairbanks Avenue near the intersection with Oak Ridge Turnpike.

VIII. ELECTIONS & APPOINTMENTS / ANNOUNCEMENTS / SCHEDULING

1. ELECTIONS & APPOINTMENTS

Election of one (1) member to serve on the Traffic Safety Advisory Board

At their regular meeting on January 20, 2011, the Oak Ridge Municipal Planning Commission voted unanimously to recommend Jane Shelton as the Planning Commission representative to serve on the Traffic Safety Advisory Board. If elected, she will serve for a three-year term of office ending on November 29, 2013 (*December 31, 2013*) or her expiration of term on the Planning Commission, which ever comes first.

Notice of Elections

The following elections are scheduled for the March 7, 2011 City Council Meeting to appoint:

- Two (2) members to the Board of Electrical Examiners
- Three (3) members to the Highland View Redevelopment Advisory Board
- Nine (9) members to the Oak Ridge Recreation & Parks Advisory Board
- Three (3) members to the Board of Plumbing Examiners
- Seven (7) members are needed for the proposed Trade Licensing Board
- Two (2) seats remain vacant on the Traffic Safety Advisory Board, one seat is designated for an Oak Ridge High School student

The deadline for filing for these seats is 5:00 p.m. on Friday, February 25, 2011.

2. ANNOUNCEMENTS

3. SCHEDULING

IX. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

X. SUMMARY OF CURRENTS EVENTS

1. CITY MANAGER'S REPORT

Grant to Promote the Oak Ridge Farmers Market

Council's Night Out Community Event

State Certification of Water Plant Laboratory

Introduction of the New City Website

2. CITY ATTORNEY'S REPORT

XI. ADJOURNMENT

CITY OF OAK RIDGE



OAK RIDGE MUNICIPAL PLANNING COMMISSION

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

November 19, 2010

Honorable Mayor and
Members of City Council
City of Oak Ridge
P.O. Box 1
Oak Ridge, TN 37831

Attention: Mark Watson, City Manager

Dear Members of City Council:

The Oak Ridge Municipal Planning Commission voted on November 18, 2010, to approve and transmit to City Council a Capital Improvements Program (CIP) in accordance with the City Charter. The CIP is submitted for City Council's use in providing guidance to the City Manager in his preparation of the annual budget.

The Commission has carefully considered the capital improvements and maintenance projects of the CIP that was drafted by the staff, with emphasis on the FY 2012 proposals. The number of capital projects recommended in the first year of the CIP continued to be minimal, reflecting the current state of the economy and an on-going emphasis on fiscal restraint. The proposed CIP was reviewed in depth by the full Commission. Staff and public input was obtained at a workshop held on October 21, 2010.

A "Placeholder" category is used to identify projects for which no funding is proposed in the current CIP, but are deemed capital needs that should be considered as future CIPs are developed. This continues to be an effective means of capturing needs that are not considered to be high enough in priority to be recommended for funding at this time.

The Commission acknowledges and appreciates the assistance and cooperation of the staff in the preparation and review of these proposals. The staff has continued a conscientious effort to identify the most needed projects and look for ways to delay, reduce or delete other projects.

With few exceptions, these projects are the same as those forwarded to the Commission by the City Manager. The Commission noted the following items for special attention by City Council:

Section III – Board of Education . The Planning Commission acknowledged the need to replace the current Preschool/School Administration Building. The current structure is a maintenance intensive facility with safety, health, and energy efficiency issues. Increasing maintenance costs are met at the expense of other school facilities. In the previous CIP, the Commission moved funding for a new Preschool facility and renovation of the Oak Ridge High School G-Building for Administration and Alternative School use from placeholder status to FY2011. The move

supported an application for Qualified School Construction Bonds funded under the American Recovery and Reinvestment Act. The submittal was not selected. For the current CIP, the Commission moved \$ 8.5 million from FY2012 to FY2013 and the renovation of the two middle schools out one year to reflect the proposed phasing of the new construction and annual leveling of the expenses.

The Commission requested that alternative third party financing methods (e.g. build and lease back) be considered for the new facilities, specifically to include the Preschool and Alternative School. In addition, the Commission recommended investigating leasing available office space for the Administrative offices, facilitating earlier availability of the existing site for the new Preschool facility.

Section VII – Recreation and Parks. The Planning Commission added support for the world class rowing facilities in Oak Ridge by inserting funding for a rowing venue timing system at \$160,000 in FY2012 and lane expansion at \$250,000 in FY2013.

Respectfully submitted,

A handwritten signature in black ink that reads "Terry C. Domm". The signature is written in a cursive, flowing style.

Terry C. Domm, Chair
Oak Ridge Municipal Planning Commission

CITY COUNCIL MEMORANDUM
11-09

DATE: February 4, 2011
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CONSENT AGENDA

The following items are presented for the Council's consideration as the Consent Agenda for the February 14, 2011, Council meeting.

Approval of Minutes

Approval of the Minutes of the December 13, 2010 City Council regular meeting. The minutes were amended at the January 10, 2011 meeting, but were not voted on for approval.

Approval of the Minutes of the January 10, 2011 City Council regular meeting.

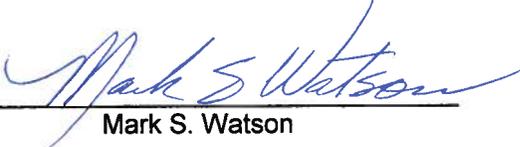
Resolutions

Adoption of a resolution approving a two-year lease agreement with Chung-Nan Chou and Fu-Li Chou, d/b/a The New China Palace, for the operation of a restaurant at 695 Melton Lake Drive.

Adoption of a resolution authorizing Aid to Distressed Families of Appalachian Counties, Inc., (ADFAC) to submit on the City's behalf a grant application, including all understandings and assurances contained therein, to the Tennessee Housing Development Agency (THDA) for 2011 Home Grant Program funds to promote the rehabilitation of housing for low-income households in Oak Ridge, in the not-to-exceed amount of \$500,000.

Adoption of a resolution authorizing the Mayor to sign all reports, notifications, documentation and submittals required by the United States Environmental Protection Agency Administrative Order.

The documentation for these items follows this memorandum.


Mark S. Watson

**MINUTES OF THE
OAK RIDGE CITY COUNCIL MEETING
DECEMBER 13, 2010**

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

INVOCATION

The Invocation was given by Myra Mansfield, Oak Ridge Police Department Chaplain.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given by Dr. Ken Luckmann, Secretary of the Oak Ridge Sister Support Organization.

ROLL CALL

The following members of Council were present: Anne Garcia Garland, L. Charles Hensley, D. Jane Miller, David N. Mosby, Ellen D. Smith and Mayor Thomas L. Beehan.

Councilmember Thomas W. Hayes was absent due to sickness.

Also present were Mark S. Watson, City Manager; Kenneth R. Krushenski, City Attorney; Steven W. Jenkins, Deputy City Manager; and Donna Patterson, City Clerk.

APPEARANCE OF CITIZENS

A citizen came forward and asked if the traffic beacons were going to be on tonight's agenda. Mayor Beehan stated that it was not on the agenda.

APPROVAL OF AGENDA

Councilmember Smith moved that the agenda be approved as published, seconded by Councilmember Miller.

Mayor Beehan reported that two resolutions had been presented as additions to the agenda.

1. A resolution establishing the calendar for Council Meetings in 2011.

Councilmember Hensley moved that the resolution be added to the agenda. The motion was seconded by Councilmember Smith and carried by unanimous vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting "Aye."

2. A resolution approving the City of Oak Ridge 2011 State and Federal Agenda.

Councilmember Smith moved that the resolution be added to the agenda. The motion was seconded by Councilmember Hensley and carried by unanimous vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting "Aye."

The agenda was approved, as amended, by unanimous vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

RECOGNITION OF VISTORS

Russian Delegates / Sister City Support Organization

Mayor Beehan welcomed Dr. Ken Luckmann, Secretary of the Oak Ridge Sister Support Organization.

Dr. Luckmann came forward and explained that the purpose of the Sister City Support Organization (SCSO) is to foster and promote international friendship. He then introduced Russian delegates visiting Oak Ridge in connection with SCSO’s Open World Grant Program: Elvira Vyalkove, Svetlana Frolova, Irina Monkhorova, Anatasiya Mamayeva, Irina Polyanskaya and the facilitator Tatyana Smolina.

Mayor Beehan expressed appreciation to Dr. Luckmann and the delegates for visiting the City of Oak Ridge to further develop the relationship between the Sister Cities.

Oak Ridge High School Teacher Peggy Bertrand

Mayor Beehan noted that Dr. Peggy Bertrand, an Oak Ridge High School Teacher, was listed on the agenda to be recognized but she was called out of town. This recognition will be scheduled for a later date.

PROCLAMATIONS AND COURTESY RESOLUTIONS

Resolution No. 12-109-10

A RESOLUTION RECOGNIZING JIM HACKWORTH’S DISTINGUISHED SERVICE TO THIS COMMUNITY AS THIRTY-THIRD DISTRICT REPRESENTATIVE IN THE TENNESSEE GENERAL ASSEMBLY FOR THE PAST EIGHT (8) YEARS.

Mayor Beehan explained that this resolution is in tribute to former State Representative Jim Hackworth, who has completed his term in the Tennessee General Assembly. Mr. Hackworth could not be at the Council Meeting tonight. Mayor Beehan plans to personally present the resolution, along with a gift from the City, in appreciation for his service at a later date.

A motion was made by Councilmember Hensley that the resolution be adopted as presented. The motion was seconded by Councilmember Mosby and carried with Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye” and Councilmember Garcia Garland abstaining.

PUBLIC HEARING – None

CONSENT AGENDA

Councilmember Miller moved that the Consent Agenda be approved as presented. The motion was seconded by Councilmember Hensley and was adopted, thereby:

- Approving the Minutes of the November 15, 2010 City Council Meeting;
- Adopting **Resolution No. 12-110-10** establishing the schedule of meetings of the Oak Ridge City Council during calendar year 2011 and providing that regular meetings shall be held on the second Monday of each month at 7:00 p.m. in the Municipal Building Courtroom, except during the month of March when the meeting shall be held on the first Monday;
- Adopting **Resolution No. 12-111-10** supporting the submittal of a grant application by the Industrial Development Board of the City of Oak Ridge (IDB) to the State of Tennessee Department of Economic and Community Development for assistance in sewer improvements at Horizon Center Business Park under the provisions of the FastTrack Infrastructure Development Program; said grant requiring a twenty-six percent (26%) local match by the IDB;
- Adopting **Resolution No. 12-112-10** authorizing the Mayor to execute on behalf of the City of Oak Ridge a Certificate of Good Moral Character for Pamela Ann Morton, the City Council having made investigation into the general character of Ms. Morton and from such investigation her character is found to be good;
- Adopting **Resolution No. 12-113-10** authorizing the City to enter an agreement with the Tennessee Valley Authority to amend the energy right @ agreement to include the In-Home Energy Evaluation Pilot Program;
- Adopting **Resolution No. 12-114-10** accepting the proposal of The Mercer Group, Inc., Atlanta, Georgia, to conduct a Police Chief search for the City of Oak Ridge, and authorizing the City Manager to enter into a contract with The Mercer Group, Inc. for services and expenses associated with this search.

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

SPECIAL REPORTS

National League of Cities

Mayor Beehan stated that he and several Councilmembers recently attended the National League of Cities Conference in Denver, Colorado. The National League of Cities is an organization that represents local elected officials all across America. Usually there are 4 to 6 thousand attendees that meet for workshops, general sessions and to see exhibits. More importantly, they also have the opportunity to discuss issues that municipalities face today.

The Mayor and Council acquired many ideas and initiatives to consider that would greatly benefit the City of Oak Ridge. They appreciate the opportunity afforded them to attend the conference and will work to implement what they learned. Councilmember Hensley provided a written report which is attached. [Exhibit 'A']

APPROVAL OF MINUTES

See Consent Agenda

ORDINANCES

First Reading of New Ordinances – None

Adoption of Ordinances (Second Reading)

Ordinance No. 18-10

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, ARTICLE IX, TITLED “SPECIAL DISTRICTS,” TO CREATE A NEW SECTION 9.10, TITLED “IND-2 INDUSTRIAL MANHATTAN DISTRICT OVERLAY (IMDO),” TO CREATE AN OVERLAY DISTRICT TO FACILITATE THE REUTILIZATION OF FEDERAL INDUSTRIAL BUILDINGS.

Councilmember Miller moved that the ordinance be adopted as presented. The motion was seconded by Councilmember Smith.

City Manager Watson explained that this is the final action taken by the City Council to adopt the Industrial Manhattan District Overlay (IMDO). This will create an overlay district which facilitates the transfer of property from the ownership and mission of the Department of Energy (DOE) to the private sector, in keeping with the re-industrialization of the K-25 facility.

The ordinance was adopted by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

Ordinance No. 19-10

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, ARTICLE XI, TITLED “OFF STREET PARKING AND LOADING REQUIREMENTS,” SECTION 11.02, TITLED “REQUIRED OFF-STREET PARKING,” SUBSECTION (G), TITLED “HANDICAPPED PARKING SPACES,” AND SECTION 11.03, TITLED “OFF-STREET PARKING LOT LAYOUT, CONSTRUCTION AND MAINTENANCE,” SUBSECTION (F), TITLED “DESIGN CRITERIA,” PARAGRAPH (5), TITLED “MINIMUM PARKING LOT DIMENSIONS,” TO UPDATE REQUIREMENTS PERTAINING TO ACCESSIBLE PARKING SPACES FOR DISABLED DRIVERS WITH PARTICULAR FOCUS ON SIGNAGE AND VAN ACCESS.

Councilmember Miller moved that the ordinance be adopted as presented. The motion was seconded by Councilmember Smith.

City Manager Watson explained that this is the final action taken by the City Council to update the City’s codes with reference to ADA standards.

The adoption of the ordinance presented tonight includes all the changes that were directed by the Mayor and Council at the prior meeting.

The ordinance was adopted by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

Ordinance No 20-10

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED “THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE, ARTICLE XIII, TITLED “LANDSCAPING AND DESIGN STANDARDS,” SECTION 13.01, TITLED “INTRODUCTION,” SUBSECTION (B), TITLED “ACTIONS SUBJECT TO DESIGN REVIEW,” PARAGRAPH (1); SECTION 13.02, TITLED ‘DESIGN REVIEW STANDARDS,’ SUBSECTION (E), TITLED “PARKING CONFIGURATIONS,” PARAGRAPH (5), TITLED “COMPLIANCE OF EXISTING SITES”; AND SECTION 13.02, TITLED “DESIGN REVIEW STANDARDS,” SUBSECTION (F), TITLED “LANDSCAPE,” PARAGRAPH (1), TITLED “LANDSCAPE AREAS,” TO UPDATE OUTDATED PROVISIONS AND IMPROVE EXISTING PROVISIONS PERTAINING TO LANDSCAPING AND DESIGN.

Councilmember Smith moved that the ordinance be adopted as presented. The motion was seconded by Councilmember Miller.

City Manager Watson explained that this is the final action taken by the City Council to update the City’s landscaping standards with regard to the zoning ordinance.

The ordinance was adopted by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

Ordinance No. 21-10

AN ORDINANCE TO AMEND TITLE 15, TITLED “MOTOR VEHICLES, TRAFFIC AND PARKING,” OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE,” BY AMENDING SECTION 15-505, TITLED “MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – THIRTY-FIVE MILES PER HOUR,” SUBSECTION (4); SECTION 15-506, TITLED “MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY MILES PER HOUR,” SECTION 15-507, TITLED “MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FORTY-FIVE MILES PER HOUR,” SUBSECTION (4); AND SECTION 15-508, TITLED “MAXIMUM SPEED LIMITS ON SPECIFIC STREETS – FIFTY MILES PER HOUR,” TO SET FORTH NEW SPEED LIMITS ALONG THE OAK RIDGE TURNPIKE (STATE ROUTE 95) AS INDICATED BY THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION.

Councilmember Miller moved that the ordinance be adopted as presented. The motion was seconded by Councilmember Hensley.

City Manager Watson explained that this is the final action taken by the City Council which will conform the City of Oak Ridge’s speed limits along the Oak Ridge Turnpike (SR 95) with the Tennessee Department of Transportation.

The ordinance was adopted by electronic vote with Councilmembers Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye” and Councilmember Garcia Garland voting “Nay.”

RESOLUTIONS

General Resolutions

Resolution No. 12-115-10

A RESOLUTION ADOPTING A PROPERTY TAX FREEZE PROGRAM FOR THE CITY IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED §67-5-705 AND THE APPLICABLE RULES DEVELOPED BY THE STATE BOARD OF EQUALIZATION.

Councilmember Hensley moved that the resolution be adopted. The motion was seconded by Councilmember Smith.

City Manager Watson explained that approving this resolution authorizes a local option property tax freeze program for taxpayers 65 years of age or older based on income and ownership of eligible property and other guidelines as set forth in the resolution.

Deputy City Manager Jenkins explained that the City Council could terminate the program in the future if needed.

Former Councilmember Leonard Abbatiello, 110 Dover Lane, came forward and stated that he had brought this to the Council for consideration. He expressed appreciation to the City staff and Council for rapidly bringing it forward and addressing it tonight. He supports the resolution and believes it will be a benefit for the senior citizens in Oak Ridge.

After discussion, the resolution was adopted by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

The Mayor and Council thanked Mr. Abbatiello for bringing this issue before the Council.

Resolution No. 12-116-10

A RESOLUTION ADOPTING EQAB’S CLIMATE ACTION PLAN AS A GUIDELINE FOR PRESENT AND FUTURE CAPITAL PROJECTS.

Councilmember Smith moved to approve the resolution. The motion was seconded by Councilmember Mosby.

The resolution being presented is the result of a directive, issued in 2008, to the Environmental Quality Advisory Board (EQAB) to develop a Climate Action Plan (CAP) for the City of Oak Ridge.

City Manager Watson stated that after two years of hard work by the EQAB and much discussion with the Council, the EQAB has brought forward a policy and a guide book for consideration tonight. The plan provides guidelines and milestones for improving the impact of emissions and promoting public awareness about the causes and impacts of climate change. These milestones will be effective in reducing greenhouse gas emissions in the future.

After discussion concerning funding, costs, and incentives, the resolution was adopted by electronic vote with Councilmembers Garcia Garland, Hensley, Mosby, Smith and Mayor Beehan voting “Aye” and Councilmember Miller voting “Nay.”

Mayor Beehan expressed appreciation to the Environmental Quality Advisory Board for the years of hard work and effort put forth on this project. The EQAB members that were present tonight were introduced and recognized.

Resolution No. 12-117-10

A RESOLUTION GRANTING AN ACCESS TO EAST TULSA ROAD FROM ANDERSON COUNTY TAX MAP 99M GROUP A PARCEL 20.00, SAID ACCESS BEING LOCATED APPROXIMATELY 165 FEET WEST OF THE EAST TULSA ROAD/WILBERFORCE AVENUE INTERSECTION.

9

City Manager Watson stated that Deltacom is requesting driveway access for the proposed property they will be leasing at 120 East Tulsa Road.

Councilmember Miller moved that the resolution be adopted. The motion was seconded by Councilmember Mosby and it carried by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

Resolution [Postponed]

A RESOLUTION APPROVING THE CITY OF OAK RIDGE 2011 STATE AND FEDERAL AGENDA TO BE TRANSMITTED TO MEMBERS OF THE TENNESSEE GENERAL ASSEMBLY AND THE TENNESSEE CONGRESSIONAL DELEGATION AS THE OFFICIAL 2011 STATE AND FEDERAL AGENDA FOR THE CITY.

Councilmember Miller moved that the resolution be adopted. The motion was seconded by Councilmember Smith.

Amy Fitzgerald, Government and Public Affairs Coordinator, was present to review each item on the agenda and to answer questions.

Each year the City develops a list of projects, policies and priorities that are submitted to our representatives in the Tennessee General Assembly and our Tennessee Congressional delegation to assist them in advocating on behalf of the City of Oak Ridge.

The draft was developed with an emphasis on current City initiatives, Council and staff input, and a review of agendas of other key organizations. In addition, staff worked with the City’s state and federal legislative consultants, seeking to match city projects with potential funding opportunities.

After discussing concerns with the priority of the items, a motion was made by Councilmember Hensley, seconded by Councilmember Miller, to defer the resolution until the January 10th Council Meeting. The vote was unanimous with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.”

Bids and Contracts – None

ELECTIONS

Oak Ridge Beer Permit Board

City Clerk Patterson announced that this is for the election of two members to serve on the Oak Ridge Beer Permit Board for three years commencing on January 3, 2011. William Barton Bailey and Joseph M. Valentino have filed to serve on this board.

Councilmember Miller moved that William Barton Bailey and Joseph M. Valentino be elected by acclamation to serve on the Oak Ridge Beer Permit Board for three year terms of office commencing on January 3, 2011. The motion was seconded by Councilmember Mosby and carried by unanimous voice vote with Councilmembers Garcia Garland, Hensley, Miller, Mosby, Smith and Mayor Beehan voting “Aye.” There were no other candidates.

Environmental Quality Advisory Board

City Clerk Patterson announced that this is for the election of one member to serve on the Environmental Quality Advisory Board for the remainder of a vacant term expiring on September 29, 2012.

Leslie E. Agron and Thomas J. Tague have filed for this position; therefore, Mayor Beehan called for the Council to mark their ballots.

Councilmembers Garcia Garland, Hensley, Mosby and Smith voted for Leslie E. Agron.
Councilmember Miller and Mayor Beehan voted for Thomas J. Tague.

Leslie E. Agron was elected to serve on the Environmental Quality Advisory Board for the remainder of the vacant term to expire on September 29, 2012.

Notice of Elections

Mayor Beehan announced that six (6) elections are scheduled for the January 10, 2011 City Council Meeting to appoint:

- One (1) member to the Highland View Redevelopment Advisory Board
- One (1) member to the Board of Plumbing Examiners
- Two (2) members to the Traffic Safety Advisory Board, one of whom shall be an Oak Ridge High School student
- Two (2) members to the Oak Ridge Municipal Planning Commission

The deadline for filing is 5:00 p.m. on Tuesday, December 28, 2010.

COMMUNICATIONS – None

CITY MANAGER’S REPORT

Smoke Detector Program

This item was deferred until the next Council Meeting.

At this time, City Manager Watson welcomed the new City Clerk, Donna Patterson, and also wished everyone a Merry Christmas and a good New Year.

CITY ATTORNEY’S REPORT – None

UNFINISHED BUSINESS – None

NEW BUSINESS – None

MISCELLANEOUS

Mayor Pro tem Miller reported that \$139,500 was raised for the Secret City Festival and \$5,000 was raised for cheerleader uniforms.

Mayor Beehan reported that the Christmas Parade was very successful and well organized this year.

Mayor Beehan stated that the City of Oak Ridge had a good year in 2010 and wished everyone a Merry Christmas.

UPCOMING MEETINGS / MAJOR ISSUES – None

ADJOURNMENT

The meeting was adjourned at 9:13 p.m.

APPROVED BY CITY COUNCIL
January 10, 2011

Donna L. Patterson, City Clerk

Thomas L. Beehan, Mayor

December 13, 2010

Fellow City Council Members, Citizens, and Staff:

Thank you for the opportunity to attend the National League of Cities Conference of Cities, November 30—December 5, in Denver Colorado. I attended many interesting sessions in which important issues, for our City, were discussed. Below are comments and initiatives that I would favor as a result of attending NLC Conference:

1. **Economic Development Self-Assessment Tool (EDSAT)**, Dukakis Center of Urban and Regional Policy, Barry Bluestone, School of Public Policy, Northeastern University. I suggest we investigate this opportunity. The process is designed to educate leaders in what is important to foster economic development in Cities and regions. Oak Ridge would complete an extensive survey, possibly involving participants from the Chamber, City Staff, Council, and other important City groups, to assess Oak Ridge's strong points and weak points. This could be done in a workshop type setting. This would be a great opportunity to free-think among our community groups in an open positive setting and discuss all concerns. The survey would help assess Oak Ridge in comparison to hundreds of other participating Cities.
2. If Oak Ridge can/will join the University Communities Council, of NLC, the above Policy Center will assess our website content at no cost relative to economic development messages. I favor taking advantage of this opportunity by joining the University Communities Council.
3. Student Housing, for Roane State Community College, is an issue that I plan to continue to assess. Dr. Goff has been interested, and has pursued preliminary inquiries. Rowing and the East end developments might benefit.
4. Oak Ridge, in my opinion, spends a disproportionate amount of time and money incentivizing new businesses and not enough time and money helping existing businesses. I would favor asking the IDB/ City Staff to recommend programs and policies to help existing businesses in tough economic times.
5. Relative to retail development, I attended a seminar on retail interests:
 - Safeway prefers "to be approached directly, not through a broker", and are spending \$1 Billion next year to expand.
 - Safeway prefers to be 4mi from another grocery....West end turnpike?
 - "72% of every American is within 4mi of a Walgreens".
 - Walgreens stated that a "LED readerboard is important".
 - Prescriptions are the driver, other retail is secondary.
 - Walmart is "committed to open dialog with residents and leaders".
 - Walmart actively pursues 501-3C grants to citizen groups.
 - Environmental sustainability is a long term goal of Walmart and they have two test-stores for advanced technology.
 - The ICSC is critical in getting exposure to retail opportunities.

6. In the Small Cities Council Luncheon, it was stated that grant requests are so important currently that we involve dedicated "development people" to help the City Staff. I assume this would include members of the Chamber, Developers Forum, and ETEC leaders.
Also at the Small Cities Luncheon, it was suggested that City Leaders meet with County Commission routinely to develop a regional perspective toward any future development opportunities.
In the Small Cities Luncheon, the Federal legislation addressing collective bargaining by firemen and police was discussed. We need to get the Ferguson Group to pay special attention to this issue so we can have a voice.
7. In several sessions, I found it embarrassing that we claim to be a prosperous and forward looking City but we have no accepted City Vision, Comprehensive Plan, or commitment to implement such through a flow-down annual Strategic Plan.

I continue to strongly favor pursuing an upgraded or rewritten Comprehensive Plan (per Tennessee State Law, and the State Planning Handbook) based upon an accepted vision, with a resulting annual Strategic Plan keyed to the budget process.

8. A suggestion was made in the Strategic Communications Workshop that we watch ourselves on television, after a meeting, individually. I suggest we get together in a workshop and watch ourselves and comment on how to communicate better amongst ourselves, during the viewing or afterwards.
9. I would advocate a training session on what is appropriate to communicate on social media, such as Facebook or Linked-In. It is my understanding that it is all public record if we write it down.
10. Long term planning could include light rail between West Knoxville and Oak Ridge. I favor including this as a consideration in our future Comprehensive Planning process.

Respectively submitted, for comment and future discussion.
Charlie Hensley

**MINUTES OF THE
OAK RIDGE CITY COUNCIL MEETING
JANAURY 10, 2011**

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

INVOCATION: Reverend Brad Scott, Youth Pastor of Glenwood Baptist Church

PLEDGE OF ALLEGIANCE: Jeff Collins, Firefighter/Engineer

ROLL CALL:

The following Councilmembers were present: Anne Garcia Garland, Thomas Hayes, Charles Hensley, Jane Miller, David Mosby, Ellen Smith, and Mayor Thomas Beehan.

Also present were City Manager Mark Watson, City Attorney Kenneth Krushenski, Deputy City Manager Steven Jenkins, and City Clerk Donna Patterson.

I. APPEARANCE OF CITIZENS

Mayor Beehan opened the meeting for public comments. No one came forward to speak.

II. PROCLAMATIONS AND PUBLIC RECOGNITIONS

1. DR. PEGGY BERTRAND, OAK RIDGE HIGH SCHOOL TEACHER

Dr. Peggy Bertrand, an Oak Ridge High School Teacher, could not be present at the meeting tonight due to weather conditions.

2. OAK RIDGE FIREFIGHTERS ASSOCIATION – SMOKE DETECTORS

Mayor Beehan reported that The Oak Ridge Firefighters Association donated 120 smoke detectors to the Fire Department to be installed in homes in Oak Ridge. Firefighter Jeff Collins came forward and thanked the City staff and Council for supporting the program. He stated that the program began approximately ten years ago to install and maintain smoke alarms for senior citizens. It has since developed into a program that also assists low income residents in Oak Ridge. Appreciation was expressed to Jeff Collins for his dedication to the program.

III. SPECIAL REPORTS

1. CITY OF OAK RIDGE FY 2010 AUDIT REPORT

Ted Hotz with Pugh & Company, P.C., the City's financial auditors, presented a summary of the FY 2010 independent audit.

Mr. Hotz stated that the audit report for the fiscal year ended June 30, 2010 and is in the quality review stage. Final reviews will be performed by the auditors and the City finance staff. The final audit report is expected to be released later this month and electronic copies will be available to the Council at that time.

Mr. Hotz explained that the *Audit Communication Letter* represents a standard communication between the audit firm and the Council. There are no significant concerns or deficiencies reported in the audit communication letter.

The *Compliance Report* addresses findings related to the City's internal control structure, laws and regulations, and federal grant requirements. In 2010, there are two findings related to the CDBG program and capital asset recordkeeping. Mr. Hotz stated that it is common to have audit compliance findings and important to address such findings.

The *Key Financial Figures*, which Mr. Ted Hotz reminded were 'draft' figures, include the following:

General Fund

- Total Revenues \$37 million (\$35 million last year – 2009)
- Total Expenditures \$18.6 million (\$18.2 million last year)
- Transfers Out \$19.3 million / Transfers In \$2.5 million (net of \$16.7 million last year)
- Excess Revenue over Expenditures / Transfers = \$1.6 million (\$47k last year)
- Unreserved Fund Balance \$9 million (\$7.2 million last year)
- Net reserve (unreserved fund balance vs. expenditures + transfers out):
 - 2.86 months as of 6-30-10
 - 2.3 months in prior 2 years

Proprietary Funds

- Electric Fund and Waterworks Fund both reflected net operating income at similar levels as prior year.

All individual City funds reported a positive fund balance at the end of year.

Government Wide net income is \$2 million (\$2.6 million in 2009)

Long term debt is \$179 million in 2010 (\$164 million in 2009)

Mr. Holtz stated that this is just a summary and the final report will be released by the end of the month.

Mayor Beehan expressed appreciation to the City Finance Department for their diligence in tracking the City's finances. He also mentioned the numerous awards they have received for the quality of their work.

Mayor Pro-tem Miller also commended Finance Director Janice McGinnis and Deputy Manager Steve Jenkins for their excellent work. She has served on the audit committee several times and they have always been very open and able to answer her questions when needed.

IV. CONSENT AGENDA

1. APPROVAL OF DECEMBER 13, 2010 COUNCIL MINUTES
2. RESOLUTION - RULES & PROCEDURES OF THE OAK RIDGE CITY COUNCIL

3. RESOLUTION - TRANSFER OF TAX EQUIVALENTS PAYMENTS TO THE GENERAL FUND

A motion was made by Councilmember Hensley, seconded by Councilmember Smith, to approve the consent agenda as presented.

After a brief discussion, a motion was made by Councilmember Hensley, seconded by Councilmember Smith, to remove the following items from the Consent Agenda:

- Approval of the December 13, 2010 Council Minutes
- Resolution – Rules & Procedures of the Oak Ridge City Council

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

The Consent Agenda was approved unanimously, as amended, with Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting for thereby adopting:

- **Resolution No. 1-1-11** authorizing the transfer of tax equivalents from the Electric Fund and the Waterworks Fund to the General Fund for the fiscal year ending June 30, 2011 and also authorizes its distribution between the City of Oak Ridge and Anderson and Roane Counties.

The Council then discussed the items removed from the Consent Agenda as follows:

- Approval of the December 13, 2010 Council Minutes

A motion was made by Councilmember Hensley, seconded by Councilmember Smith, to amend the December 13, 2010 minutes with the inclusion of his written memo regarding the National League of Cities Conference as an attachment.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

- **Resolution No. 1-2-11 / RULES & PROCEDURES OF THE OAK RIDGE CITY COUNCIL**

City Manager Mark Watson explained that approval of this resolution would adopt a revised set of *Rules and Procedures of the Oak Ridge City Council*. These changes are the result of discussion during the December 13, 2010 Work Session.

A motion was made by Councilmember Smith, seconded by Councilmember Hensley, to approve the resolution as presented.

A motion was made by Councilmember Smith, seconded by Councilmember Mosby, to amend the resolution under Item VI. Expenses Incurred in the Conduct of Official Business, I. Accounting, with the accounting of travel expenses changed from 'ten (10) business days' to 'fifteen (15) business days'.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

A motion was made by Councilmember Miller, seconded by Councilmember Hensley, to amend the resolution under Item I. Meetings, E. Appointments to Board & Commissions, 2. Filing Deadline, by changing 'prior to the distribution of the agenda' to 'at least ten (10) days prior to the Council meeting'.

Those voting for: Councilmembers Hayes, Hensley, Miller, and Mosby

Those voting against: Councilmembers Garcia Garland, Smith, and Mayor Beehan

Motion carried.

A motion was made by Councilmember Mosby, seconded by Councilmember Hensley, to amend the resolution under Item IV. Motions, by removing the word 'generally' from the statement 'City Council generally adheres to Robert Rules of Order' and with the addition of the exception of items A-H.

Those voting for: Councilmembers Hayes, Hensley, Mosby, and Mayor Beehan

Those voting against: Councilmembers Garcia Garland, Miller, and Smith

Motion carried.

The resolution was adopted unanimously, as amended, with Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting for.

V. RESOLUTIONS

1. RESOLUTION NO. 1-3-11 / 2011 STATE AND FEDERAL AGENDA

City Manager Mark Watson explained that this resolution was deferred from the December 13, 2010 Council Meeting. Approval of the resolution adopts the 2011 State and Federal Agenda with the changes that were discussed at that meeting.

A motion was made by Councilmember Hayes, seconded by Councilmember Smith, to adopt the resolution as presented.

Rick Chinn, 253 Black Oak Road and a member of the Oak Ridge Rowing Association, came forward and stated that the addition of an 8th lane to the Melton Lake rowing course had been removed from the Federal Agenda and requested that it be added back into the agenda.

The resolution was discussed at some length with Government & Public Affairs Director Amy Fitzgerald responding to the Council's questions and comments.

A motion was made by Councilmember Smith, seconded by Councilmember Hensley, to amend the resolution to include the addition of an 8th lane on the Melton Lake rowing course to the Federal Agenda.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

The resolution was adopted unanimously, as amended, with Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan voting for.

2. RESOLUTION NO. 1-4-11 / ARTS COUNCIL CONTRACT / SECRET CITY FESTIVAL

City Manager Mark Watson stated that this resolution awards a contract to the Arts Council of Oak Ridge to provide professional services and activity support for the Secret City Festival and authorizes the reimbursement of actual costs incurred in an amount not to exceed \$150,000.

A motion was made by Councilmember Hensley, seconded by Councilmember Hayes, to adopt the resolution as presented.

Recreation & Parks Director Josh Collins came forward and answered questions concerning the contract.

After a brief discussion, Mayor Beehan called for a vote.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

3. RESOLUTION NO. 1-5-11 / ROANE STATE COMMUNITY COLLEGE

City Manager Mark Watson stated that in 2009 the City Council adopted Resolution 5-42-09 to support the expansion of the Roane State Oak Ridge Branch Campus in the amount of \$500,000. Roane State Community College has requested that the City change the requirements of that resolution and make payment of the local match sooner. Approval of this resolution will amend Resolution 5-42-09 to allow that request.

A motion was made by Councilmember Hensley, seconded by Councilmember Hayes, to adopt the resolution as presented.

Melinda Hillman, Vice-President of Roane State Community College-Oak Ridge Campus, came forward and stated that this will help fund an \$11.5 million expansion project which includes a two-story, 43,000 sq. ft. building and allow another 500 students at the Oak Ridge campus. She explained that the Tennessee Board of Regents has offered \$9 million in matching funds. Funds are also provided by personal, private and business donations; Anderson County; and being raised by volunteers.

After discussing alternate options of obtaining funds, Mayor Beehan called for a vote.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

The Mayor and Council expressed appreciation to Melinda Hillman and agreed that this is a great opportunity for the City of Oak Ridge.

VI. PUBLIC HEARINGS AND 1ST READING OF ORDINANCES

1. PUBLIC HEARING AND 1ST READING / REZONING REQUEST PARCEL 1.01, MAP 100B, GROUP B – FROM UB-2 TO B-2 AND A 30 FT STRIP SURROUNDING PARCELS 3.00 & 4.00, MAP 100B, GROUP B– FROM RG-1 TO B-2

An ordinance to amend Ordinance No. 2, titled “The Zoning Ordinance of the City of Oak Ridge, Tennessee,” by amending the Zoning Map which is made a part of the ordinance by changing the Zoning District of Parcel 1.01, Map 100B, Group B, from UB-2, Unified General Business to B-2, General Business, and a thirty-foot wide strip surrounding Parcels 3.00 and 4.00, Map 100B, Group B, from RG-1, Residential, Open Space and Reserved to B-2, General Business.

Mayor Beehan opened the Public Hearing for public comments.

There were no citizen comments.

A motion was made by Councilmember Miller, seconded by Councilmember Smith, to close the Public Hearing.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

Community Development Director Kathryn Baldwin came forward and discussed the background information on the proposed rezoning.

Mayor Beehan directed City Clerk Donna Patterson to read the proposed Ordinance title.

Councilmember Smith requested that future ordinances have a general description or location address for the properties involved – both for the Planning Commission agenda and Council Meeting agenda.

A motion was made by Councilmember Hensley, seconded by Councilmember Smith, to approve the ordinance as presented.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

VII. FINAL ADOPTION OF ORDINANCES – [none]

VIII. ELECTIONS & APPOINTMENTS / ANNOUNCEMENTS / SCHEDULING

1. ELECTIONS & APPOINTMENTS

Election of two members to serve on the Oak Ridge Municipal Planning Commission

Mayor Beehan stated that Linda Brown and Kelly Callison have agreed to serve another term on the Planning Commission.

A motion was made by Councilmember Hensley, seconded by Councilmember Hayes, to elect by acclamation Linda L. Brown and Kelly S. Callison to serve four year terms on the Planning Commission commencing on February 11, 2011.

Those voting for: Councilmembers Garcia Garland, Hayes, Hensley, Miller, Mosby, Smith, and Mayor Beehan

Motion carried unanimously.

Mayor Beehan expressed appreciation to Linda Brown and Kelly Callison for their continued service to the City of Oak Ridge.

Notice of elections

Mayor Beehan noted that four elections are scheduled for the February 14, 2011 City Council Meeting to appoint:

- One member to the Highland View Redevelopment Advisory Board
- Two members to the Board of Plumbing Examiners
- Two members to the Traffic Safety Advisory Board, one of whom shall be an Oak Ridge High School student
- One member to the Environmental Quality Advisory Board

The deadline for filing is 5:00 p.m. on February 4, 2011.

2. ANNOUNCEMENTS

Mayor Beehan stated that City Manager Mark Watson is holding a public forum at the Scarboro Center tomorrow at 7:00 p.m. to discuss the hiring of a new Chief of Police.

3. SCHEDULING – [none]

IX. COUNCIL REQUESTS FOR NEW BUSINESS ITEMS OR FUTURE BRIEFINGS

Councilmember Hensley stated that he would like for the City Manager to schedule a time to establish a Comprehensive Planning Process based on the City's current vision statement or a newly developed vision statement.

Mayor Beehan concurred with Councilmember Hensley's statement and suggested that it could be a part of the budget process since it would require funding to activate a plan. He also suggested citizen input on the plans.

X. SUMMARY OF CURRENTS EVENTS

1. CITY MANAGER'S REPORT

Realignment of the Reporting Authority of the City's Utility Business Office

City Manager Watson reported that all utility business operations were transferred to Jack Suggs, the Electrical Director, on November 29, 2010.

Mr. Suggs is reviewing all policies, procedures, activities, and the ongoing oversight of the business office. One principal area of concern is the annual amount of recurring utility bad debt. The current deposit amounts are not enough to offset the amount of bad debt. City staff is in the process of developing a new deposit policy to resolve this issue. Once completed, these changes will be presented to the City Council for consideration.

Mr. Suggs is also focusing on customer service. A recently mailed survey to UBO customers yielded extremely positive results, however additional training for employees and updated policies are planned for the future.

Councilmember Garcia Garland expressed appreciation to Mr. Suggs for his leadership and to the Business Office staff for their work performance.

2. CITY ATTORNEY'S REPORT

City Attorney Kenneth Krushenski reminded everyone that the Tennessee Legislature begins the 2011 Session and he will be monitoring legislation that could affect municipalities.

XI. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:30 p.m.

RECREATION AND PARKS MEMORANDUM
11-01

DATE: February 4, 2011
TO: Mark S. Watson, City Manager
FROM: Josh Collins, Recreation and Parks Director 
SUBJECT: NEW CHINA PALACE LEASE AGREEMENT

The accompanying Resolution authorizes an agreement with Chung-Nan Chou and Fu-Li Chou, d/b/a The New China Palace, to lease restaurant space and adjacent grounds at 695 Melton Lake Drive.

The proposed lease agreement would allow the owners of The New China Palace to rent approximately 12,250 square feet consisting of grounds and building for the purpose of operating a restaurant for the next two years. The existing one-story, concrete block building is approximately sixty (60) feet by sixty (60) feet and is located approximately 900 feet north of Emory Valley Road and Melton Lake Drive at 695 Melton Lake Drive.

The term of the lease agreement begins March 1, 2011, and continues for two years—until February 28, 2013. The lease agreement is non-transferable, cannot be assigned and contains no renewal options. The lease payment will be \$3,093.97 per month, or \$37,127.64 annually. The lessee will be responsible for maintaining the grounds adjacent to the building. Other key elements of the lease agreement include increased responsibility for collection of grease generated by the restaurant operation, guidance on repairs/improvements, and a notice of the City's intent regarding the future of the restaurant.

The proposed lease agreement will allow the owners of The New China Palace to continue operation of their successful business in the same building that has been home for over 37 years. The two-year lease will also give the City additional time to evaluate the restaurant location and the role it will play in the Waterfront Development Plan. Staff recommends approval of the accompanying Resolution as submitted.

Attachments

City Manager's Comments:

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


Mark S. Watson


Date

RESOLUTION

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE NEW CHINA PALACE FOR 695 MELTON LAKE DRIVE FOR THE PURPOSE OF OPERATING A RESTAURANT.

WHEREAS, Mr. Chung-Nan Chou and Mrs. Fu-Li Chou have operated a restaurant, known as The New China Palace, at Melton Lake Park for many years under a lease agreement with the City; and

WHEREAS, this use of Melton Lake Park also required prior permission from the Tennessee Valley Authority (TVA) due to restrictions placed on the property prior to transfer of the deed to the City; and

WHEREAS, the current lease agreement expires on February 28, 2011; and

WHEREAS, Mr. and Mrs. Chou are aware of the City's intent to redevelop the waterfront at Melton Lake Park; and

WHEREAS, Mr. and Mrs. Chou have stated their intent to retire from the restaurant business; however, they have also stated their willingness to continue a lease arrangement for two years while the City makes further plans for redevelopment; and

WHEREAS, the City Manager recommends offering Mr. and Mrs. Chou a two-year lease agreement to continue operation of The New China Palace at Melton Lake Park during the City's planning phase for redevelopment, which lease agreement has been approved by TVA.

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

That the recommendation of the City Manager is approved and the attached two-year lease agreement between the City and Chung-Nan Chou and Fu-Li Chou, d/b/a The New China Palace, for the purpose of operating a restaurant at 695 Melton Lake Drive is hereby approved.

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

This the 14th day of February 2011.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

LEASE AGREEMENT

This Lease Agreement, entered into this 14th day of February 2011, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Chung-Nan Chou and Fu-Li Chou, d/b/a The New China Palace, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, the City is the owner of certain property within the City Limits located on the southwest shores of Melton Hill Lake; and

WHEREAS, this property is improved with buildings and other improvements; and

WHEREAS, the Lessee has operated a restaurant at this location for a number of years, with the current lease agreement set to expire on February 28, 2011; and

WHEREAS, the parties desire to enter into a short-term Lease Agreement for the leasing of these premises.

1. Premises

The City does hereby lease unto Lessee real property located in the City of Oak Ridge within the Second Civil District of Anderson County, Tennessee, hereinafter referred to as the "Premises," and more particularly described as follows:

Approximately 12,250 square feet consisting of the grounds and building as shown on the attached Exhibit A. The one-story concrete block building is approximately sixty (60) foot by sixty (60) foot. The canopy extending to the parking lot is also included in the leased space. The Premises is located on the east side of Melton Lake Drive approximately 900 feet North of Emory Valley Road and Melton Lake Drive, with an address of 695 Melton Lake Drive, Oak Ridge, Tennessee 37830.

The Premises is attached by a twenty (20) foot breezeway to another concrete building.

2. Purpose

The Premises shall be used for and confined to the purpose of operating a restaurant and for no other purpose without the written consent of the City.

3. Term

The term of this Lease Agreement shall be for a period of two (2) years, commencing on the 1st day of March 2011, and ending on the 28th day of February 2013. This Lease Agreement is non-transferable and cannot be assigned during the leased term.

4. Rent

The Lessee shall pay the City as rent for the Premises the sum of \$3,093.97 per month, payable in advance on the first day of each calendar month during the term of this Lease Agreement. All monthly rental payments not paid when due shall incur a late penalty of five percent (5%) of the monthly rental payment.

If the City incurs any expense or pays any monies to correct a breach of this Lease Agreement, all amounts so incurred or paid shall be considered additional rent owing by the Lessee and shall be payable by the Lessee with the next monthly rental payment thereafter becoming due and payable; however, the City shall be under no obligation or duty to incur any such expense or pay any such money.

5. Adjacent Areas

The Lessee shall keep the area adjacent to the Premises clean. The Lessee shall keep the sidewalks and walkways clear of water, snow and ice. The Lessee shall keep the Premises, sidewalks and parking lot free from debris and litter due to the Lessee's operations.

The Lessee shall be responsible for maintenance of the turf and landscaped areas within the Premises.

6. Lawful Use

The Lessee covenants that the Premises shall, during the term of this Lease Agreement, be used only and exclusively for lawful and moral purposes, and that no part of the Premises shall be used by Lessee or any person holding by, through or under Lessee in any manner whatsoever or for any purpose which violates the laws of the United States, the State of Tennessee, the ordinances of the City of Oak Ridge, or the laws of any other applicable governmental authority. The Lessee shall indemnify and hold the City harmless from all loss, cost, expense and damage incurred by the City or which the City should become liable for on account of such violation.

7. Permits and Licenses

The Lessee shall obtain, at the Lessee's expense, all permits and licenses required by law or ordinance to operate a restaurant and maintain the same in full force and effect.

8. Grease

The Lessee shall take any and all necessary measures to prevent grease generated by the restaurant operation from reaching the City sewer, including the City sewer lift station, and such efforts must have the approval of the City plumbing inspector. If grease reaches the City sewer, the Lessee will bear any and all costs associated with the removal of the grease which shall be paid within thirty (30) days after services are rendered. Failure to pay within the prescribed timeframe shall be considered a default by the Lessee of the Lease Agreement.

9. Health Inspection Reports

The Lessee shall submit copies of each and every health inspection report within five (5) days of the health inspection. The Lessee hereby covenants to correct all health inspection violations within thirty (30) days.

10. Utilities

The Lessee covenants and agrees to pay all utility bills, incident to the Lessee's use and occupation of the Premises, including those for electricity and water used on or for the Premises during the term of this Agreement.

11. Taxes

The Lessee covenants to pay, on time, all property taxes and other taxes applicable to Lessee's operation, including any lawfully assessed real property taxes on the property.

12. Quiet Possession

The City hereby covenants that the Lessee shall peaceably and quietly enjoy uninterrupted possession of the Premises so long as the Lessee shall observe and perform all of the terms, covenants and conditions of this Agreement. The City shall have the right to fully assign all of its rights and obligations, without recourse.

13. Waste

The Lessee covenants to neither commit nor permit to be committed any waste whatsoever.

14. Nuisances

The Lessee covenants not to create or allow any nuisance to exist in, from or on the Premises; and the Lessee covenants to immediately abate any nuisance that may arise when requested by the City to do so and free of any expense to the City. The Lessee further agrees not to permit garbage, trash, refuse or rubbish of any kind to accumulate in the Premises, or on the sidewalk adjacent thereto. The Lessee agrees to have all garbage, trash, refuse and rubbish regularly removed and disposed of at the Lessee's expense, and none shall be burned in or about the Premises.

15. Refuse Container

The City shall designate an appropriate location for the Lessee's refuse collection container. All such containers shall be placed where designated. The Lessee shall provide and maintain appropriate screening of such container as designated by the City such as fencing or plantings.

16. Alterations

The Lessee shall not make any changes, additions, alterations or improvements in, on, to or about the Premises without the prior written approval of the City, which shall not be unreasonably withheld, and the Lessee shall not, in any event, do anything that lessens the value of or weakens the building erected on the Premises. In no event shall the Lessee may any alterations to the Premises that are in violation of any applicable law, rule, regulation, code or statute.

17. Improvements

All improvements, additions, alterations and repairs made to the Premises during this Agreement, either by the City or the Lessee, shall become property of the City without cost to the City. It is agreed, however, that all trade fixtures installed by the Lessee for the business conducted by the Lessee shall remain the property of the Lessee, and that any such trade fixtures may be removed by the Lessee at the expiration of this Agreement, provided that the Lessee shall not then be in default under the terms of this Agreement, and provided that any damage caused by such removal shall be repaired by the Lessee at the Lessee's own expense, and that the Premises shall be left in good order and condition, normal wear and tear excepted. Trade fixtures include refrigerators, ovens, cooktops, and kitchen sinks. Trade fixtures do not include electrical, plumbing, and heating and air units.

18. Destruction by Fire

If the Premises shall be so damaged or destroyed by fire or other causes as to become untenable, the City shall have the option as to whether to repair or rebuild or whether to terminate this Agreement. In the event the City opts to rebuild or repair, the rent shall abate while repair or rebuilding is completed. In the event of damages to the Premises not causing the Premises to become untenable, then the City and the Lessee shall have responsibility to make repairs as provided for in Section 16.

19. Repairs

The City covenants and agrees to repair and keep in good repair the roof, roof structure, gutter, downspouts, exterior walls (excluding glass) and foundation of the Premises within a reasonable amount of time after receiving notice from the Lessee of the need for any such repairs, where said repairs are not occasioned by the wrongful use, neglect or intentional acts of the Lessee or the Lessee's agents, servants, guests, invitees or employees. Where such repairs are occasioned or do so arise, the same shall be made promptly by the Lessee at the Lessee's expense. All other repairs to the Premises of any kind, including but not limited to, repairs of plumbing fixtures, lighting, glass, the Lessee's signs, floors, heating and air conditioning equipment and all electrical installation shall be made within a reasonable time by the Lessee, at the Lessee's expense, in such a manner as to maintain the Premises in good order and condition. All repairs shall be completed by a professional, licensed in the State of Tennessee and authorized to do business within the City Limits for the particular type of work being conducted.

20. Assignment

The Lessee shall not assign or sublease this Lease Agreement, rent or otherwise demise the whole or any part of the Premises hereby leased.

21. Insurance

The Lessee shall be responsible for obtaining and maintaining during the term of this Agreement, at the Lessee's expense, the following:

- Workers' Compensation Insurance on the Lessee's employees; and
- Public Liability and Property Damage Insurance coverage with minimum coverage limits for public liability insurance in the amount of \$1,000,000 for each occurrence and in the amount of \$100,000 for damage to property.

The Lessee shall furnish the City certificates evidencing such insurance is in effect continuously during the term of this Lease Agreement and all such policies shall provide that they may not be canceled or changed on less than ten (10) days notice to the City.

The Lessee covenants and agrees not to do or permit anything to be done on the Premises which would invalidate any policy of insurance which the City or the Lessee may now or hereinafter have on the Premises, the improvements thereon or on all common areas adjacent thereto.

The Lessee may, if the Lessee so desires, carry for the Lessee's own benefit and protection and at the Lessee's own expense insurance coverage on the Lessee's personal property, inventory and trade fixtures located on the Premises, insuring the same against fire or other perils (it being understood that the City does not carry and shall not be obligated to carry any such coverage for the benefit of the Lessee.) The City shall bear no responsibility for damage to or theft of property or personalty of the Lessee.

22. Indemnification

The Lessee shall indemnify and keep indemnified and hold the City harmless from and against any and all liability, liens, claims, damages, expenses (including attorney's fees), fees, costs, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with Lessee's use, occupancy, management or control of the Premises or the Lessee's operations, conduct, or activities on or about the Premises. The Lessee hereby agrees to hold the City harmless and the City shall not be held responsible for and is hereby expressly relieved from any and all liability by reason of

injury, loss or damage to any person (including death) or property on or about the Premises, arising directly or indirectly from the use or occupancy of the Premises and adjacent area previously identified or any part thereof by the Lessee, its agents, contractors, employees, invitees and other on or about such premises by reason of the Lessee's occupancy thereof.

23. Liens Incurred by Lessee

The Lessee shall not permit any mechanic's lien, materialmen's liens, or other liens to be placed upon the Premises during the term hereof caused by or resulting from any work performed, materials furnished or obligations incurred by or at the request of the Lessee. If the Lessee shall fail to discharge any such liens within fifteen (15) days after demand from the City, then, in addition to any other right or remedy of the City, the City may, but shall not be obligated to, procure a discharge of the same in any manner permitted by law. Any amount paid or incurred by the City for such purpose and all legal and other expenses of the City, including attorney's fees, incurred in procuring the discharge of such lien shall become due and payable forthwith by the Lessee.

24. Default

All covenants and agreements herein made and obligations assumed are to be construed also as conditions and are upon the express condition that if the Lessee should fail to pay when due any one of the aforesaid installments of rent or any other monetary obligations hereunder, or if the Lessee should fail to or refuse to perform or observe any of the covenants, agreements or obligations herein made or assumed by the Lessee, and if such default is continued for ten (10) days (in the case of monetary obligations) or twenty (20) days (in the case of all other covenants, agreements or obligations made or assumed by the Lessee) after written notice by the City to the Lessee that the Lessee is in default thereof, then this Agreement may be terminated at the option of the City and the City may immediately or anytime after re-enter into possession of the Premises, or any part thereof and declare the then-remaining unpaid balance of the total rent due for the remainder of the term, as if the same were not so terminated, immediately due and payable.

The Lessee covenants and agrees to pay, and to indemnify the City against all legal costs and charges, including attorney's fees, reasonably incurred by the City in obtaining possession of the Premises after default of the Lessee or upon expiration or earlier termination of the term hereof and for reasonably incurred costs in enforcing any covenant or agreement of the Lessee herein contained, in collection of any rental due, or any sum owed by the Lessee under this Agreement which is placed in the hands of an attorney for enforcement or collection.

25. Insolvency of Lessee

In the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under any provision of the Bankruptcy Act or State insolvency laws against the Lessee, whether voluntary or involuntary, except where an involuntary petition is dismissed within ninety (90) days, or in the event of a partial or general assignment by the Lessee for the benefit of the Lessee's creditors, or if the Lessee files a petition for an arrangement or composition under the provisions of the Bankruptcy Act, the City shall have the right and privilege to immediately terminate this Agreement and declare the then-remaining unpaid balance of rent due for the remainder of the term, as if same were not terminated, immediately due and payable. The City shall have the right with or without legal process to immediately re-enter into possession of the Premises.

26. Surrender

At the expiration of the lease term, the Lessee shall surrender the Premises in the same or better condition as that which existed at the effective date of this Lease Agreement, reasonable wear and tear excepted.

27. Notices

Whenever notice is given or made under this Lease Agreement, it shall be in writing and delivered in person or sent by mail with postage prepaid. Notices shall be addressed as follows:

To the City

City Manager
City of Oak Ridge
P. O. Box 1
Oak Ridge, Tennessee 37831-0001

To the Lessee

The New China Palace
695 Melton Lake Drive
Oak Ridge, Tennessee 37830

28. City's Right to Inspect

The City may inspect the Premises at any time during regular business hours of the City. Efforts will be made to arrange for inspections prior to the Lessee's normal opening hours to lessen any impact of the Lessee's operation of the restaurant.

29. City's Intent with Respect to Lease Agreement

The Lessee is aware of the City's plans to redevelop the waterfront area in the near future. It is the City's intent to notify the Lessee on or before September 1, 2012 of the City's intent to either enter into negotiations with the Lessee for an extension of the lease arrangement, or to begin a Request for Proposals process for this space. Failure of the City to submit a written notice of intent to the Lessee by the above deadline shall not be taken by the Lessee as an indication to continue a lease arrangement.

30. No Waiver of Breach

Any failure or neglect by the City to assert or enforce any rights or remedies because of any breach or default by the Lessee under this Lease Agreement shall not prejudice the City's rights or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from the Lessee will not waive the City's right to pursue the Lessee for any remaining balance due nor shall any endorsement or statement on any check or letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.

31. No Partnership

The City does not in any way or for any purpose become a partner, employer, principal, master, agent or joint venturer of or with the Lessee.

32. Severability

If any provision of this Lease Agreement is deemed invalid, the remainder of this Lease Agreement shall not be affected thereby and shall remain in full force and effect.

33. Anti-discrimination

The use and enjoyment of the Premises shall not be restricted because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status.

34. Governing Law

The Lease Agreement shall be construed according to the laws of the State of Tennessee.

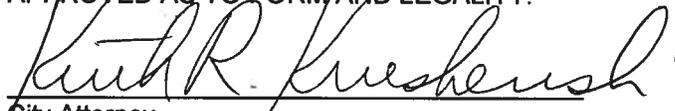
35. Entire Agreement

This Lease Agreement contains all the agreements and understandings made between the parties and may only be modified in writing.

IN WITNESS WHEREOF, this Lease Agreement has been executed by the parties hereto:

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE


City Attorney

Mayor

THE NEW CHINA PALACE

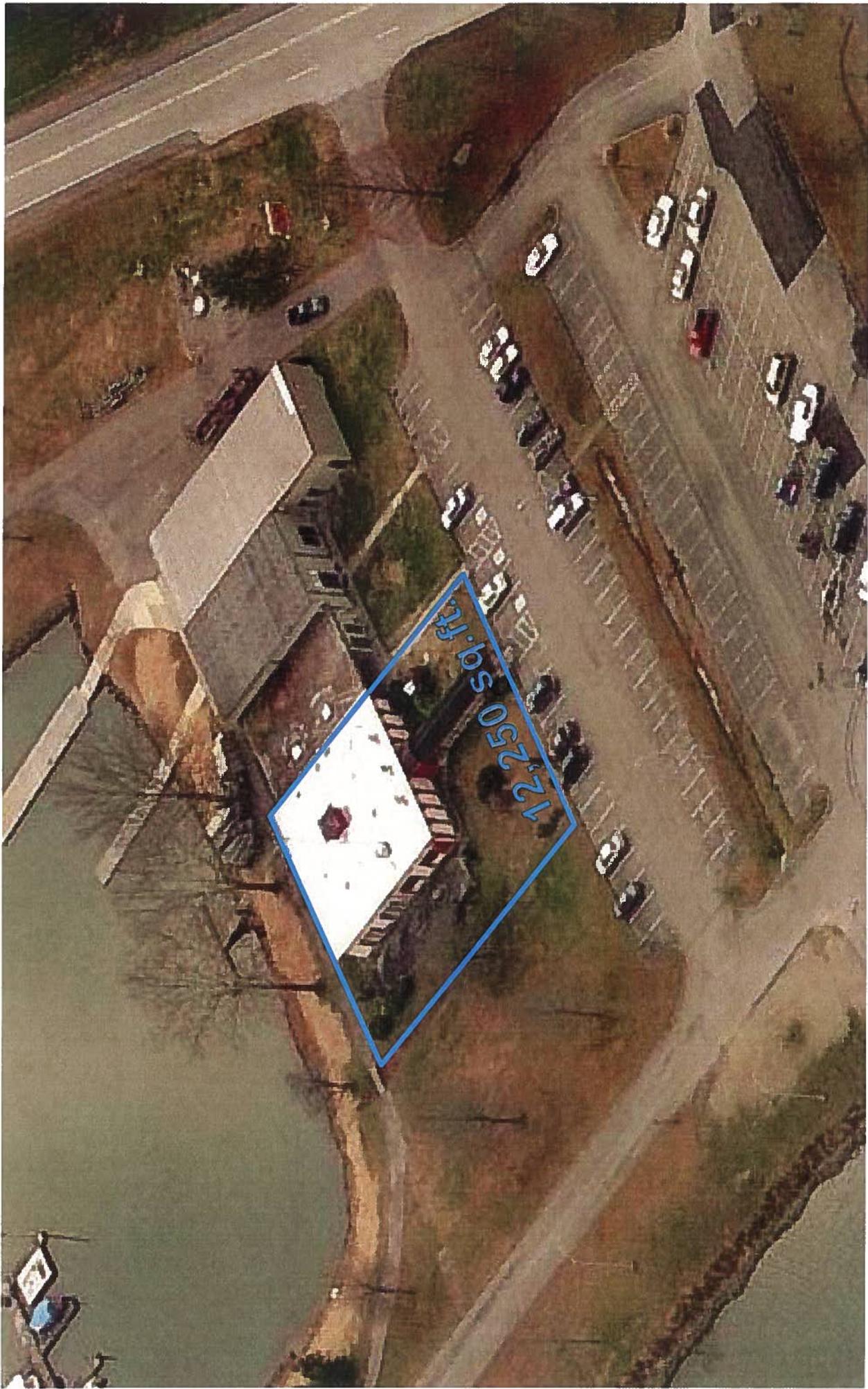
Chung-Nan Chou

Fu-Li Chou

Tax ID Number

Exhibit A: Photograph of Leased Space

Approved by Resolution _____



COMMUNITY DEVELOPMENT MEMORANDUM
11-05

DATE: January 25, 2011
TO: Mark S. Watson, City Manager
FROM: Kahla Gentry, Senior Planner *KG*
THROUGH: Kathryn Baldwin, Community Development Director *KB*
SUBJECT: **2011 HOME Program Grant Application and Acceptance**

The accompanying resolution authorizes the City of Oak Ridge in partnership with Aid to Distressed Families of Appalachian Counties, Inc. (ADFAC) to apply for and accept funds from the 2011 HOME grant program to be awarded by the Tennessee Housing Development Agency (THDA) not to exceed the amount of \$500,000.00.

THDA administers the federally funded HOME grant program to promote the production, preservation and rehabilitation of housing for low-income households. HOME grant funds are awarded through a competitive application process to cities, counties and non-profit organizations. Each applicant must apply for at least \$100,000 and may apply for a maximum grant of \$500,000. Last year the City of Oak Ridge and ADFAC applied for a 2010 HOME grant, but did not receive sufficient points for funding. We are submitting a similar application this year to provide funds for owner occupied housing rehabilitation and hope to be more competitive this year. THDA is to award the HOME grant contracts by the end of May 2011, with the three-year grant period beginning on July 1, 2011 and ending on June 30, 2014.

ADFAC will prepare the 2011 HOME Grant application for the City of Oak Ridge and if awarded, will administer the grant for the city. The 2011 HOME Grant application proposes all awarded funds to be utilized for homeowner rehabilitation with each homeowner provided a forgivable grant for the cost of the rehabilitation project. Rehabilitation services will be targeted to income-eligible homeowners within the Jackson Square area on Kentucky Avenue, Michigan Avenue and associated side streets. A small area is being targeted in order to have a greater impact and this area was selected as a result of other neighborhood improvement initiatives that are occurring in this area involving the Oak Ridge Revitalization Effort (ORRE), the Oak Ridge Municipal Planning Commission and the Oak Ridge Chamber of Commerce (ORCC).

If the 2011 HOME Grant is awarded for the maximum amount allowed, \$500,000.00, it is expected that approximately 18 homes will be rehabilitated at an average cost per project of \$25,800 and ADFAC will receive the allowable 7% (\$35,000.00) of the total grant award for administering the grant. The City's housing design plans can be used to assist with the preparation of building permit documents and the City will also provide \$25,000 of CDBG funds as leverage as part of the application. These CDBG funds have already been approved for inclusion in the HOME program as part of the approved CDBG annual plan for 2010-2011.

ADFAC has applied and administered numerous HOME grants for itself and other municipalities, in the area of home rehabilitation, reconstruction and single family development over the last 20 years, demonstrating a tremendous amount of experience in the application for and administration of these grants. The organization does an outstanding job administering the HOME grant process and will be responsible to the City and THDA for the full and proper maintenance of required records. Upon award of the grant, a subrecipient agreement with ADFAC for administering the grant will be presented for City Council approval.

Staff recommends approval of the accompanying resolution.

City Manager's Comments:

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

Mark S. Watson
Mark S. Watson

2-8-11
Date

RESOLUTION

A RESOLUTION AUTHORIZING AID TO DISTRESSED FAMILIES OF APPALACHIAN COUNTIES, INC. (ADFAC) TO SUBMIT ON THE CITY'S BEHALF A GRANT APPLICATION, INCLUDING ALL UNDERSTANDINGS AND ASSURANCES CONTAINED THEREIN, TO THE TENNESSEE HOUSING DEVELOPMENT AGENCY (THDA) FOR 2011 HOME GRANT PROGRAM FUNDS TO PROMOTE THE REHABILITATION OF HOUSING FOR LOW-INCOME HOUSEHOLDS IN OAK RIDGE, IN THE NOT TO EXCEED AMOUNT OF \$500,000.

WHEREAS, the Tennessee Housing Development Agency (THDA) administers the federally funded HOME grant program to promote the production, preservation and rehabilitation of housing for low-income households; and

WHEREAS, THDA annually awards HOME funds through a competitive application process to cities, counties and non-profit organizations outside the local participating jurisdictions; and

WHEREAS, the City desires to promote the production, preservation and rehabilitation of housing for low-income households within the City of Oak Ridge; and

WHEREAS, the City has designated the use of CDBG funds in the amount of \$25,000 to supplement HOME funds for the rehabilitation of housing for low-income homeowners; and

WHEREAS, the City has partnered with Aid to Distressed Families of Appalachian Counties, Inc., (ADFAC) for the preparation of the grant application and upon award the administration of the grant; and

WHEREAS, the City Manager recommends submittal of the grant application for HOME funds and acceptance of said grant if approved by THDA.

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 Aid to Distressed Families of Appalachian Counties, Inc., (ADFAC) is hereby authorized to submit on the City's behalf a grant application, including all understandings and assurances contained therein, to the Tennessee Housing Development Agency (THDA) for 2011 HOME grant program funds to promote the rehabilitation of housing for low-income households in Oak Ridge, in the not to exceed amount of \$500,000.

BE IT FURTHER RESOLVED that if said application is approved by THDA, the Mayor is hereby authorized to accept said grant for the City.

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 February 2011.

APPROVED AS TO FORM AND LEGALITY:


City Attorney

Mayor

City Clerk

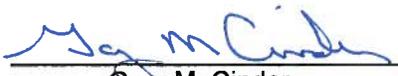
PUBLIC WORKS MEMORANDUM
11-02

DATE: January 28, 2011
TO: Mark S. Watson, City Manager
FROM: Gary M. Cinder, P.E., Director of Public Works
SUBJECT: AUTHORIZED DESIGNATION OF THE MAYOR'S SIGNATURE

The accompanying resolution authorizes the Mayor to sign all documents transmitted to the Environmental Protection Agency (EPA) in conjunction with the recent Administrative Order placed on the City.

As you know, in late September of last year the City received an Administrative Order (Order) from EPA which directed the City to undertake significant work activities, conduct numerous studies, and prepare numerous reports toward the elimination of overflows from the sanitary sewer system. The Order was addressed to Mayor Thomas Beehan as shown on the accompanying cover sheet from the Order. Section 20 of the Order requires that all reports, notifications, documentation and submittals required under the Order be signed by a duly authorized representative of the City with further stipulations that certain prescribed language accompany each transmittal letter. This Section is also enclosed.

This resolution will allow for the official designation of Mayor Beehan or his successor as being duly authorized to sign these documents on behalf of the City.



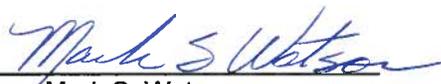
Gary M. Cinder

ks

Enclosures

City Manager's Comments:

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



Mark S. Watson



Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY RECEIVED

REGION 4
SAM NUNN
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA GEORGIA 30303-8960

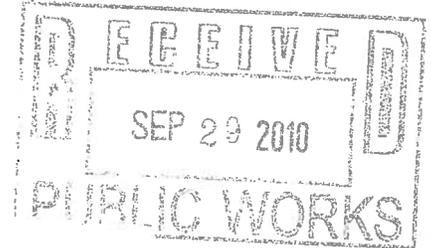
2010 SEP 30 PM 1:11

OFFICE OF THE CITY CLERK

SEP 27 2010

CERTIFIED MAIL 70090960000064890671
RETURN RECEIPT REQUESTED

The Honorable Tom Beehan
Mayor, City of Oak Ridge
200 South Tulane Avenue
Post Office Box 1
Oak Ridge, Tennessee 37830



Re: Administrative Order No. CWA-04-2010-4772
City of Oak Ridge, Turtle Creek
Wastewater Treatment Plant and Associated Wastewater
Collection and Transmission System
NPDES Permit No. TN0024155

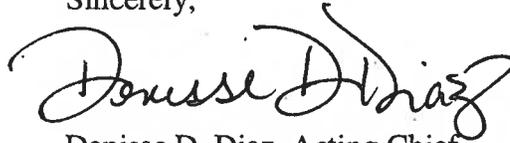
Dear Mayor Beehan:

Pursuant to Section 309(a) of the Clean Water Act (CWA), 33 U.S.C. § 1319(a), as amended, the Director, Water Protection Division, United States Environmental Protection Agency (EPA), Region 4 has determined that the above named facility is in violation of Section 301 of the CWA, 33 U.S.C. § 1311. As a result, the Director has issued the enclosed Administrative Order (AO) pursuant to Sections 308 and 309(a) of the CWA, 33 U.S.C. §§ 1318 and 1319(a).

This AO does not replace, modify or eliminate any other requirement of the CWA or the National Pollution Elimination System (NPDES) permit. Notwithstanding the issuance of this AO, EPA retains the right to bring further enforcement action under Sections 309(b) or 309(g) of the CWA, 33 U.S.C. §§ 1319(d) or 1319(g), for the violations cited therein or for any other violation of the CWA. Violations of the CWA, including requirements contained in a NPDES permit or an AO issued under Section 309(a) of the CWA, remain subject to a civil penalty of up to \$37,500 per day for each violation, pursuant to Sections 309(d) and 309(g) of the CWA, 33 U.S.C. §§ 1319(d) and 1319(g), as amended by the *Civil Monetary Penalty Inflation Adjustment Rule*, 73 Fed. Reg. 75340 (December 11, 2008). Such violations may also be subject to criminal penalties pursuant to Section 309(c) of the CWA, 33 U.S.C. § 1319(c).

Should you have any questions concerning the requirements contained in the enclosed AO, please contact either Mr. César Zapata, Chief of the West NPDES Enforcement Section at (404) 562-9744, or Mr. Dennis Sayre (404) 562-9756 or you may submit written comments to the address on this letterhead. Legal inquiries should be directed to Ms. Judy Marshall, Associate Regional Counsel, at (404) 562-9533.

Sincerely,

A handwritten signature in black ink, reading "Denisse D. Diaz". The signature is written in a cursive style with a large, looping initial "D".

Denisse D. Diaz, Acting Chief
Clean Water Enforcement Branch
Water Protection Division

Enclosure

cc: Paul Davis
Division Water Pollution Control, TDEC

stations and lift stations in need of repair, an ongoing inventory of completed repairs, and a work schedule for repairs.

e. Gravity Line Preventive Maintenance Programs. The City shall develop and implement a Gravity Line Preventive Maintenance Program to provide guidance for routine pipe line clearing and cleaning, and to establish standard operating procedures to deter or eliminate blockage in the gravity sewer lines. The Gravity Line Preventive Maintenance Program shall include, but not be limited to, guidelines for scheduling hydraulic cleaning, root clearing, and mechanical cleaning activities; personnel responsible for each activity; equipment available for each activity; and a schedule of preventive maintenance, including routine inspections.

17. EPA will review submitted Plans, Programs and other documents described above and will either approve the submittals or provide comments. The City shall address any comments provided by EPA and resubmit a revised Plan, Program or other document within two (2) weeks of receipt. In the event of any disagreement, EPA will consider the City's position and make a final determination. The City shall begin implementation of any approved Plans and Programs within one (1) month of receipt of EPA's approval unless otherwise stated above.

18. The City shall submit to EPA written quarterly progress reports (Quarterly Reports). A Quarterly Report is due the 28th of the month following the end of a quarter (January-March, April-June, etc.). The first Quarterly Report is for the first full quarter after the Effective Date of the Order, and is due following the end of that full quarter. Quarterly Reports shall include:

A. A description of the actions which have been taken toward achieving compliance with this Order since the previous Quarterly Report.

B. An assessment of the effectiveness of such actions in preventing SSOs.

C. A list of any SSOs that occurred since the previous Quarterly Report. The list shall include the data specified in Paragraph 15.B.iii above.

19. The City may submit a request for any extension of time to comply with the requirements of this Order in writing. Such request must include the reasons for the extension request and a date when compliance will be achieved. Failure to obtain federal, state, or local permits or approvals shall not be a basis for an extension unless the City has sought such permits or approvals in a timely and complete manner. Any extension must be approved by EPA in writing to be effective.

↑ * 20. All reports, notifications, documentation, and submittals required by this Order shall be signed by a duly authorized representative of the City as specified by 40 C.F.R. §§ 122.22(b)(2) and (d) and shall include the following statement:

“I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

21. All reports, programs, plans notifications, documentation, and submittals required by this Order shall be sent by certified mail or its equivalent to the following address:

Denisse D. Diaz, Acting Chief
Clean Water Enforcement Branch
Water Protection Division
ATTN: Mr. Dennis J. Sayre
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

V. General Provisions

22. Failure to comply with the requirements herein shall constitute a violation of this Order and the CWA, and may subject the City to penalties as provided in Section 309(d) of the CWA, 33 U.S.C. § 1319(d).

23. This Order shall not relieve the City of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any other federal, state or local permit. Compliance with this Order shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA.

24. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of the City's violation of this Order or of the statutes and regulations upon which this Order is based, or for the City's violation of any other federal or state statute, regulation or permit.

25. Nothing in this Order is intended to nor shall be construed to operate in any way to resolve any criminal liability of the City, or other liability resulting from violations that were not alleged in this Order. The United States does not waive any right to bring an enforcement action against the City for violation of any federal or state statute, regulation or permit, to initiate an action for imminent and substantial endangerment, or to pursue criminal enforcement.

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ALL REPORTS, NOTIFICATIONS, DOCUMENTATION AND SUBMITTALS REQUIRED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ADMINISTRATIVE ORDER.

WHEREAS, at the September 27, 2010 work session, City Council was briefed by the City Manager and Public Works Director on an Administrative Order with the United States Environmental Protection Agency (EPA) outlining the various studies, plans, and corrective actions to be taken by the City related to the violations determined by the EPA regarding periodic overflows from the sanitary sewer collection system; and

WHEREAS, Section 20 of the Administrative Order requires all reports, notifications, documentation and submittals to be signed by a duly authorized representative of the City; and

WHEREAS, since the Administrative Order was addressed to the Mayor, the City desires to designate the Mayor as the duly authorized representative of the City for signature of the necessary EPA documents.

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

That the City hereby authorizes the Mayor to sign all reports, notifications, documentation and submittals required by the United States Environmental Protection Agency Administrative Order.

This the 14th day of February 2011.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

RESOLUTIONS

CITY COUNCIL MEMORANDUM
11-12

DATE: February 7, 2011
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CHANGING THE TERMS OF BOARDS AND COMMISSIONS TO BE ON THE
CALENDER YEAR; ELECTIONS OF MEMBERS IN DECEMBER; ELECTION OF
OFFICERS IN JANUARY

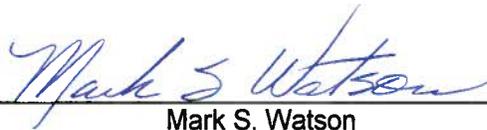
Pursuant to past discussions with the City Council, an item placed on the agenda is a resolution to simplify the election process for certain boards and commissions by setting all terms of office (with the exception of student members) to commence on January 1, thereby allowing City Council to consider elections for all expired terms of office at one meeting per year (December), except for elections needed to fill vacancies occurring prior to the expiration of a term. The resolution will also change the timing for election of officers to January of each year.

The proposed resolution will affect the following boards and commissions: Oak Ridge Beer Permit Board, Board of Building and Housing Code of Appeals, Convention and Visitors Bureau, Elder Citizens Advisory Board, Board of Electrical Examiners, Environmental Quality Advisory Board, Health and Educational Facilities Board, Highland View Redevelopment Advisory Board, Oak Ridge Housing Authority, Industrial Development Board of the City of Oak Ridge, Personnel Advisory Board, Oak Ridge Municipal Planning Commission, Board of Plumbing Examiners, Traffic Safety Advisory Board, and the Board of Zoning Appeals. No current member's term of office will be shortened by this change. Current members' terms of office will extend through to December 31 of their current term, thereby placing all terms of office on a calendar year.

By changing the election process to once per year, the City Clerk's Office will conduct an annual recruitment for vacancies in October of each year with the election being held in December. This change is intended to not only simplify the process, but to increase the amount of interest in boards and commissions.

This item coincides with an ordinance amendment pertaining to terms of office for the Oak Ridge Beer Permit Board and the Environmental Quality Advisory Board. Both the resolution and the ordinance will take effect on April 1, 2011.

Approval of the attached resolution is recommended.



Mark S. Watson

RESOLUTION

A RESOLUTION TO SIMPLIFY THE ELECTION PROCESS FOR CERTAIN BOARDS AND COMMISSIONS BY SETTING ALL TERMS OF OFFICE (WITH THE EXCEPTION OF STUDENT MEMBERS) TO COMMENCE ON JANUARY 1, BY EXTENDING CURRENT MEMBERS' TERMS OF OFFICE THROUGH TO THE DECEMBER 31 FOLLOWING THEIR CURRENT TERM, AND BY ESTABLISHING ALL OFFICERS TO BE ELECTED EACH JANUARY.

WHEREAS, Article III, Section 5, of the Charter of the City of Oak Ridge, Tennessee, provides that City Council shall create by ordinance a personnel advisory board and may create by ordinance, resolution, or motion other long- or short-term advisory boards to the Council or to the City Manager with respect to specific municipal functions as may be deemed necessary; and

WHEREAS, Article III, Section 5, of the Charter of the City of Oak Ridge, Tennessee, further provides that each board shall be prescribed a number of members, the manner of appointment, length of term, and advisory duties; and

WHEREAS, City Council has established various boards and commissions under this authority; and

WHEREAS, the City Manager seeks to simplify the election process for certain boards and commissions by setting all terms of office (with the exception of student members) to commence on January 1, thereby allowing City Council to consider elections for all expired terms of office at one meeting per year except for elections needed to fill vacancies occurring prior to the expiration of a term.

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

That the recommendation of the City Manager is hereby approved and the terms of office (with the exception of student members) for the following City Council created boards and commissions shall commence on January 1, with all boards and commissions retaining their respective term lengths and staggered appointments: Oak Ridge Beer Permit Board, Board of Building and Housing Code of Appeals, Convention and Visitors Bureau, Elder Citizens Advisory Board, Board of Electrical Examiners, Environmental Quality Advisory Board, Heath and Educational Facilities Board, Highland View Redevelopment Advisory Board, Oak Ridge Housing Authority, Industrial Development Board of the City of Oak Ridge, Personnel Advisory Board, Oak Ridge Municipal Planning Commission, Board of Plumbing Examiners, Traffic Safety Advisory Board, and the Board of Zoning Appeals.

BE IT FURTHER RESOLVED that existing members' terms of office (with the exception of student members) for said boards and commissions shall be extended through to the December 31 following their current term.

BE IT FURTHER RESOLVED that officers for said boards and commissions shall be extended through to the December 31 following their current term as an officer.

BE IT FURTHER RESOLVED that said boards and commissions shall elect new officers at their first meeting in January of each year.

BE IT FURTHER RESOLVED that this resolution does not affect the term of office for the Mayor or the Mayor's designee's seat on any existing board or commission, which term shall remain consistent with the Mayor's term of office on City Council as Mayor.

BE IT FURTHER RESOLVED that this resolution does not affect any Councilmember's term of office on any existing board or commission, which term shall remain consistent with the Councilmember's term of office on City Council.

BE IT FURTHER RESOLVED that this resolution amends the following resolutions which establish definite term dates for their respective boards: Resolution 7-75-77, as amended (Elder Citizens Advisory Board), and Resolution 8-112-85, as amended (Traffic Safety Advisory Board).

BE IT FURTHER RESOLVED that bylaws and/or rules and procedures for said boards and commissions which specify a different term of office commencement date and/or a different timeframe for election of officers are hereby amended accordingly for compliance with this resolution without further City Council action.

BE IT FURTHER RESOLVED that this resolution shall become effective on April 1, 2011 to coincide with the necessary ordinance amendments to accomplish the same.

This the 14th day of February 2011.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

Library Memorandum
11-02

TO: Mark S. Watson, City Manager
FROM: Kathy McNeilly, Library Director *KMc*
DATE: February 1, 2011
SUBJECT: Professional Services Agreement with Secret City Films for the Oral History Project

An item for the agenda is a resolution authorizing a professional services agreement with Secret City Films, Oak Ridge, Tennessee, for completion of one hundred (100) oral histories over a two-year term for use by the Oak Ridge Public Library in the estimated amount of \$150,000.00.

The City issued a Request for Proposals seeking qualified producers to complete a two-year oral history project. Interviews were conducted with the top three (3) proposal companies. Secret City Films, who currently provides oral histories to the City under a smaller scale agreement, was selected based on their experience.

City Staff, in conjunction with the Center for Oak Ridge Oral History (COROH), developed a list of two hundred and fifty (250) key individuals important to the history City of Ridge. The professional services agreement requires Secret City Films to complete one hundred (100) oral histories over a two-year period, with the City prioritizing the list of key individuals to be interviewed. Secret City Films will conduct the interviews and produce the oral histories in both audio and video formats in accordance with the guidelines established by the Oral History Association. The City will maintain ownership of the oral histories upon completion. The City has the option to renew the agreement for an additional one-year term for completion of additional oral histories.

Funding for this agreement comes from a United States Department of Energy grant.

Staff recommends approval of the resolution.

City Manager's Comments:

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

Mark S. Watson 2-8-11
Mark S. Watson Date

RESOLUTION

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SECRET CITY FILMS TO PROVIDE ONE HUNDRED (100) ORAL HISTORIES FROM KEY INDIVIDUALS IMPORTANT TO THE HISTORY OF OAK RIDGE.

WHEREAS, the City is the recipient of a federal grant from the United States Department of Energy to be used for an oral history project; and

WHEREAS, Oak Ridge Public Library staff, in conjunction with the Center for Oak Ridge Oral History (COROH), has developed a list of two hundred and fifty (250) key individuals important to the history of Oak Ridge; and

WHEREAS, the City issued a Request for Proposals seeking interested individuals or firms to complete a two-year oral history project to preserve the memories of one hundred (100) of these individuals; and

WHEREAS, Secret City Films, Oak Ridge, submitted the most responsive proposal based upon the City's needs; and

WHEREAS, the City Manager recommends approval of a professional services agreement with Secret City Films.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to enter into a Professional Services Agreement with Secret City Films, 115 Bradley Avenue, Oak Ridge, Tennessee 37830, to complete one hundred (100) oral histories of key individuals important to the history of Oak Ridge over a two-year period, in the estimated amount of \$150,000.

BE IT FURTHER RESOLVED that the City may, upon satisfactory performance, renew the agreement for an additional one-year term in order to complete additional oral histories.

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 February 2011.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

ELECTRIC DEPARTMENT MEMORANDUM
11-03

DATE: February 4, 2011

To: Mark Watson, City Manager

From: Jack L. Suggs, Electrical Director

SUBJECT: RESOLUTION SETTING CHARGES FOR UTILITY SERVICES

Attached is a resolution establishing a range of fees for services provided in accordance with the City's utility services. The new schedule of fees replaces those adopted in December of 2000 and can become effective on March 17, 2011, along with the new ordinance.

As was discussed in Electric Memo 11-01, the current deposit amounts do not protect the citizens of Oak Ridge against loss from those who leave the City. Staff has studied both the average losses incurred by the City as well as the deposits charged by other utilities in our area. We also consulted with Chris Mitchel, a consultant known to you, and requested his recommendation. Mr. Mitchel recommended a residential electric deposit of \$300 and maintaining our current commercial policy. This amount, though much higher than the residential deposit charged now, is charged by five of the 16 distributors surveyed in our area.

As has been described, the residential deposit amount could be reduced for a specific customer based on that customer's calculated risk of not paying their bills. Discounts will be developed and implemented in a formal policy, but at present the best risk customers will pay no deposit, medium risk customers will pay 50% of the deposit and only those with over a 25% chance of defaulting on their bill will be charged the full amount of the deposit.

Note that existing customers who keep their bill current would not be subject to the new, higher deposits. Customers who receive multiple cutoff notices, however, would have to increase their deposit with the City.

Deposits are not refunded over time, but interest is paid on the accounts on a yearly basis. On a final note, the water and sewer deposits, currently set at \$20.00 have not been changed. It is staff's intent to monitor the impact of the new deposit program and make changes as deemed necessary over time.

Several other minor charges have been modified or added to the schedule. The only new charge is for re-reading of meters. Currently a customer can request his meter be re-read

for no charge. Although this is good customer service, some customers request a re-read every single month. This causes undue hardship on the staff, who must not only travel back to re-read the meter, but also calculate the reasonable change in meter reading to be expected between the first and second reading. As proposed, each customer would be entitled to two free re-reads per twelve month period, after which there would be a fee of \$15.00. Should the re-read indicate that the initial reading was incorrect, of course, the charge would be waived.

Other changes have been made to clarify our current charges and make the fee schedule more closely match the terms of the ordinance.

The complete list of fees, which would become effective March 17, 2011, is as follows:

Residential Standard Electric Deposit:	\$300.00
Connection Charges for Electric, Water and/or Sewer (One charge regardless of the number of services):	\$25.00
Inspection fee for Broken Meter Seal:	\$100.00
Meter Testing Fee (if meter is accurate):	\$25.00
Verify accurate meter reading after two in twelve months:	\$15.00
Residential Service Charge for non-pay service visits:	\$15.00
Residential After-Hours Service Charge for non-pay service visits:	\$50.00
Commercial Service Charge non-pay on-site notice only:	\$15.00
Commercial Service Charge non-pay service visit:	\$50.00
Commercial After-hours service charge for non-pay service visit:	\$250.00

Staff has reviewed these items and recommends approval of the attached resolution.



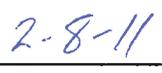
Jack L. Suggs
Electric Director

City Manager's Comments:

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



Mark Watson



Date

RESOLUTION

A RESOLUTION TO ESTABLISH NEW UTILITY FEES, EFFECTIVE MARCH 17, 2011, IN ACCORDANCE WITH THE PROPOSED NEW RULES AND REGULATIONS GOVERNING ELECTRIC POWER DISTRIBUTION.

WHEREAS, the City of Oak Ridge operates an Electrical Distribution system, which system distributes power and conducts business based on Rules and Regulations approved by the Tennessee Valley Authority and adopted by ordinance of the City of Oak Ridge; and

WHEREAS, on March 7, 2011, City Council is scheduled to adopt an ordinance establishing a new set of Rules and Regulations Governing Electric Power Distribution, which rules will become effective on March 17, 2011; and

WHEREAS, fees are established in various sections of the new Rules and Regulations Governing Electric Power Distribution, which fees are to be set by resolution of City Council; and

WHEREAS, the City Manager recommends approval of the proposed fees as listed below.

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 following fees are hereby established as of March 17, 2011:

Residential Standard Electric Deposits:	\$300.00
Connection Charges for Electric, Water and/or Sewer (One charge regardless of the number of services)	\$ 25.00
Inspection fee for Broken Meter Seal	\$100.00
Meter Testing Fee (if meter is accurate)	\$ 25.00
Verify accurate meter reading after two in twelve months	\$ 15.00
Residential Service Charge for non-pay service visits	\$ 15.00
Residential After Hours Service Charge for non-pay service visits	\$ 50.00
Commercial Service Charge non-pay on -site notice only	\$ 15.00
Commercial Service Charge non-pay service visit	\$ 50.00
Commercial After-hours service charge for non-pay service visit	\$250.00

This the 14th day of February 2011.

APPROVED AS TO FORM AND LEGALITY:


City Attorney

Mayor

City Clerk

ELECTRIC DEPARTMENT MEMORANDUM
11-04

DATE: February 4, 2011

To: Mark Watson, City Manager

From: Jack L. Suggs, Electrical Director

SUBJECT: RESOLUTION TO TVA SECURITY DEPOSIT PROGRAMS

Attached is a resolution accepting a change to the Enhanced Security Deposit Program and approving participation in a new program termed the Deposit Assurance Program.

The City of Oak Ridge participates in a program with the Tennessee Valley Authority that provides insurance against default of commercial customers on their power bills. This allows the customers to not post a security deposit, but for the City utility to be protected in case of default. The program, termed the Enhanced Security Deposit Program (ESDP), was adopted on August 8, 2002 and currently covers twelve companies in Oak Ridge for a total of \$330,800.

TVA and distributors of TVA power have had some issues with the program. The principal area of concern for distributors has been that the insurance company providing the actual coverage has de-listed some participants, forcing distributors to collect a deposit from companies that had none. Frequently, the customers did not remember that the insurance was revocable and issues arose.

TVA itself became concerned about the cost of the program. According to a letter from TVA, the budget amount for the program was exceeded in FY2009 and was projected to increase.

Because of these issues, TVA contacted its distributors asking them to either terminate the ESDP or to agree to modifications assuming 20% of the program's cost. In either case, no additional customers could be signed up after February 28, 2011. The cost of the City maintaining our customers in the program is \$436.66 annually for the customers enrolled. This cost could vary slightly, depending on the enrollment statistics.

Staff has examined the issue and believes that the cost to the City for maintaining the current customers in the program (\$436.66) provides a value in terms of economic development and customer service.

As noted, even if the City agrees to the modification of the program, new customers will not be allowed in the ESDP effective February 28. TVA has developed a substitute

program that offers many of the benefits of ESDP termed the Deposit Assurance Program (DAP).

The DAP differs from the ESDP in that it is a time limited program from the very beginning. Most customers who enroll have their full deposits insured for a period of two years. Beginning on the third year, they must provide their own deposits in incremental steps of 25% per year. The intent of this program is to help new or significantly expanding companies to establish themselves without the cost of the deposit. The program is somewhat limited in scope, being available only to customers of 250kW demand or greater.

A special provision is available for very large customers of over 5MW that allows the insurance to continue after the initial period. This provision, however, is optional and has to be approved by the distributor.

As in the modified ESDP, the individual power distributor will have to assume 20% of the cost of the premium for the coverage. At the current time the premium is \$6.60 per \$1,000 of deposit coverage, of which the City would be responsible for \$1.20.

Staff is concerned somewhat about tracking of the deposits and the paperwork involved in participating in the DAP. At the same time, however, we realize that participation in such a program provides economic incentives and is a development tool. Viewed from that perspective, it appears to staff that participation is worthwhile.

Should either the cost or paperwork become burdensome, either party can terminate the agreement with sixty days' notice. Additionally, accounts have to be nominated for participation by the distributor, so if a particular account was of concern, the City could make a decision not to provide that nomination.

For these reasons, staff recommends approval of the attached resolution.


Jack L. Suggs
Electric Director

City Manager's Comments:

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

 2-8-11
Mark Watson Date

RESOLUTION

A RESOLUTION TO AMEND THE EXISTING AGREEMENT WITH TVA FOR THE ENHANCED SECURITY DEPOSIT PROGRAM AND TO APPROVE AN AGREEMENT WITH TVA FOR A NEW DEPOSIT ASSURANCE PROGRAM.

WHEREAS, the City of Oak Ridge is a distributor of electric power purchased from the Tennessee Valley Authority (TVA), which organization from time to time offers special programs and incentives to electric customers made available through its distributors; and

WHEREAS, by Resolution 5-56-02, City Council approved an agreement with TVA for the Enhanced Security Deposit Program designed to provide an enhanced limited guarantee to distributors in lieu of the distributor requiring or maintaining the standard cash deposit or other substantially equivalent form of security for commercial and industrial accounts with TVA obtaining credit insurance to cover the risk of non-payment by the account; and

WHEREAS, TVA is amending the program to require the distributor to assume twenty percent (20%) of the program's cost; and

WHEREAS, after a review of the program, the City desires to continue the program for an approximate annual cost of \$436.66; and

WHEREAS, no new customers can enter the program after February 28, 2011; and

WHEREAS, TVA has introduced the new Deposit Assurance Program to provide a short-term deposit insurance program with the customers providing their own deposits after the third year in incremental steps of twenty-five percent (25%) per year; and

WHEREAS, the new agreement replaces the previously adopted Enhanced Security Deposit Program Agreement for new customers and the City desires to participate in this new program at a cost of twenty percent (20%) of the premium; and

WHEREAS, the City Manager recommends approval of both the amendatory agreement to the Enhanced Security Deposit Program Agreement and the Deposit Assurance Program agreement.

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

That the recommendation of the City Manager is approved and the City is hereby authorized to execute an amendatory agreement to the Enhanced Security Deposit Agreement approved by Resolution 5-56-02 and to execute the Deposit Assurance Program agreement with the Tennessee Valley Authority; with the City covering twenty percent (20%) of the premium costs for both programs.

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 February 2011.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

CITY COUNCIL MEMORANDUM
11-11

DATE: February 7, 2011
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CREATION OF A PARKS BOARD

An item for the agenda is a resolution to create an Oak Ridge Recreation and Parks Advisory Board (Parks Board) for the purpose of providing recommendations and direction to City Council on the development of a high quality, interconnected parks system.

The City Manager has previously addressed the need for creation of a recreation and parks board in City Council Meeting Memorandum 10-46 (attached hereto). The City Manager has discussed the need for a new City board that concentrates on the park land and recreational need of our citizens. As the City of Oak Ridge matures and new amenities are sought and regional systems are defined, it was observed by the City Manager that there was a strong need for a defined board whose responsibilities were to provide recommendations and direction to City Council on the development of a high quality, interconnected parks system.

The new board will work in conjunction with the Recreation and Parks Director. Due to a pending project involving detailed planning for the Melton Lake Waterfront, City Council is asked to call for an election to the board for action on March 7, 2011.

It is recommended that City Council adopt the attached resolution establishing an Oak Ridge Recreation and Parks Advisory Board, to be known as the Parks Board, which resolution defines the composition, roles and responsibilities of said board.



Mark S. Watson

**CITY COUNCIL MEETING
10-46**

DATE: December 6, 2010
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CREATION OF A PARKS AND RECREATION BOARD

During my review of City Boards and Commissions, the Mayor and City Council has requested my thoughts regarding our present structures and composition. As I would indicate to the City Council, perhaps the most important process that needs to be done is identifying those priorities that we have for the Boards. The assigned staff can then support those Boards in bringing the Council priorities forward.

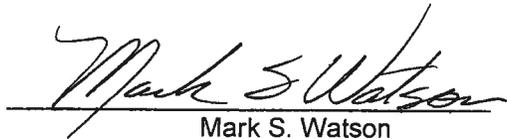
Most recently, I advised the Council that I had taken action to take another look at the Waterfront Development Plan. The plan is an approved document by the City Council, so I do not anticipate a re-write of the document. However, the implementation of that document needs further refinement, particularly as it defines the master planning of the restaurant/boathouse area of the waterfront. Conversations and review with the TVA have been encouraging.

Sectors of the community have expressed concerns when management advisory committees have been established by the City staff to develop plans and obtain stakeholder interests. This anxiety is felt when so many of the community's actions involve our quality of life. I find it interesting that the City does not have a Parks and Recreation Board to review and provide input on such matters. I believe the lack of this type of board, precise direction from the City Council has caused needless consternation and some unfair criticism of staff.

As we move forward, I would request the City Council to allow the creation of a Parks and Recreation Board, which would allow for the focused review of such matters as the Waterfront Development Plan, and it would allow for capital project priorities to be established. With reference to creating another Board, the new board could consolidate some activities that are now disbursed with other boards, or free them up for other assignments.

I have assigned the Recreation and Parks Director to study examples of other boards and develop the responsibilities and oversight boundaries of the board. With such programs as sports venues, the lakefront, Haw Ridge, and hike/bike trail connectivity, there is no lack of activities in which this board would be involved. Important decisions need to be made in the near future with the aspects of a sports authority and many other matters.

I would request the Council's feedback on this matter. A decision needs to be made quickly as I anticipate a six-to-eight month review process by this Board with needed recommendations to the Council on the Waterfront Plan.


Mark S. Watson

RESOLUTION

A RESOLUTION TO CREATE A NINE (9) MEMBER OAK RIDGE RECREATION AND PARKS ADVISORY BOARD (PARKS BOARD) FOR THE PURPOSE OF PROVIDING RECOMMENDATIONS AND DIRECTION TO CITY COUNCIL ON THE DEVELOPMENT OF A HIGH QUALITY, INTERCONNECTED PARKS SYSTEM.

WHEREAS, Article III, Section 5, of the Charter of the City of Oak Ridge, Tennessee, provides that City Council shall create by ordinance a personnel advisory board and may create by ordinance, resolution, or motion other long- or short-term advisory boards to the Council or to the City Manager with respect to specific municipal functions as may be deemed necessary; and

WHEREAS, Article III, Section 5, of the Charter of the City of Oak Ridge, Tennessee, further provides that each board shall be prescribed a number of members, the manner of appointment, length of term, and advisory duties; and

WHEREAS, the City Manager recommends creation of an Oak Ridge Recreation and Parks Advisory Board for the purpose of providing recommendations and direction to City Council on the development of a high quality, interconnected parks system

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

That an Oak Ridge Recreation and Parks Advisory Board is hereby created which shall be comprised of nine (9) members from the community at large.

BE IT FURTHER RESOLVED that the Oak Ridge Recreation and Parks Advisory Board's authority and functions be established as follows:

Oak Ridge Recreation and Parks Advisory Board

Section 1. Name.

The Oak Ridge Recreation and Parks Advisory Board is hereby created and may also be referred to as the "Parks Board." As used in this resolution, the term Board shall mean the Oak Ridge Recreation and Parks Advisory Board created by this resolution.

Section 2. Purpose.

The purpose of the Board shall be to advise City Council and City Staff as to the recreation and park needs of the City as well as provide advice on future rules, planning, usage, land acquisition, and facility needs of all City-owned properties used for recreational, athletic or land conservation purposes. Operation and management of the Recreation and Parks Department of the City of Oak Ridge, as well as its facilities, shall be conducted by City Staff under the City Manager pursuant to the Charter of the City of Oak Ridge.

Section 3. Membership.

The Board shall be composed of nine (9) Oak Ridge residents, all of whom shall serve without compensation. Members of the Board shall be appointed by City Council and be representative of the diverse community, recreational and business interests in the City. Initial members will be appointed to serve the following terms: Three (3) members shall be appointed to serve through December 31, 2012; three (3) members shall be appointed to serve through December 31, 2013; and three (3) members shall be appointed to serve through December 31, 2014. Thereafter, all

appointments shall be for terms of three (3) years. Whenever a vacancy occurs, an appointment shall be made for the remainder of the unexpired term. The Director of Recreation and Parks shall be an ex-officio member of the Board and shall participate in the discussions but shall not vote. Support for maintenance of the record of Board proceedings shall be provided by City Staff.

Section 4. Officers.

The officers of this Board shall be a Chairman and Vice Chairman. The officers shall be elected at the first meeting in January of each year and will serve a two-year term or until a successor shall be elected.

The Chairman shall serve as the presiding officer at all meetings and shall assign duties and responsibilities to Board members. The Vice Chairman shall serve as Chairman during absences of the Chairman.

Section 5. Duties and Responsibilities.

The Board shall have the following duties and responsibilities with the approval of City Council:

- a. To establish such rules and regulations as it deems necessary for its operation and the performance of its duties.
- b. To elect a Chairman and Vice Chairman at the first meeting following appointment and each January thereafter.
- c. To act in an advisory capacity to City Council, the City Manager and the Director of Recreation and Parks concerning matters affecting the planning, regulation, promotion and development of the City's public lands and recreational facilities, including all parks, greenway systems and facilities located on such lands.
- d. To advise and recommend on the submittal of applications for grant funding designation, awards or programs.
- e. To act as a supportive liaison between the city government and the residents of the City of Oak Ridge on subjects including but not limited to proposed capital improvements projects, regional parks and trail systems, recreation programs and park system expansions/upgrades, implementation of the Bike/Pedestrian Plan and development of the Waterfront.
- f. The Board may appoint informal working committees to gather information and facts on various issues and programs. Appointments to these working committees may inclusive of additional community members, both resident and non-resident, but shall be for defined projects or problems and shall not be standing working committees. A Board member will serve as chair for these informal working committees.
- g. Make recommendations to City Council regarding possible candidates to fill unexpired terms or vacancies on the Board.
- h. Provide an annual report to City Council on the state of the City's park lands and facilities, and providing recommendations and priorities to the City CIP.

Section 6. Meetings.

The Board shall hold regular meetings as determined by the Board and scheduled for the calendar year at a time, date and location determined by the Board at its organizational meeting after appointment and every January thereafter. Special meetings may be called by the Chairman, City Manager, Director of Recreation and Parks, or by any four (4) members of the Board. All meetings shall be held in conformance with the requirements of the Open Meetings Act of Tennessee.

A majority of the Board constitutes a quorum for the transaction of business, and all action shall require the concurring vote of a majority of those present.

This the 14th day of February 2011.

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Mayor

City Clerk

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

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM
11-04

DATE: January 25, 2011

TO: Mark S. Watson, City Manager

THROUGH: Kathryn Baldwin, Community Development Director 

FROM: Kahla Gentry, Senior Planner

SUBJECT: **Request to Rezone, Parcels ED-8A, ED-8B, ED-8C, ED-8D, ED-8E, and Parcels identified on Roane County Tax Map 30 as 1.01, 1.02, 1.03 and 1.07.**

An item for the City Council agenda is a request to rezone approximately 83.3 acres within the Heritage Center from IND-2, Industrial to IND-2 with the Industrial Manhattan District Overlay (IMDO). The property is located east of ED-5, and north of State Route 58. This rezoning is part of a continuing process that the U.S. Department of Energy (D.O.E.) and Heritage Center LLC have undertaken to privatize property within the Heritage Center. At their regular meeting on January 20, 2011, the Planning Commission recommended approval of the rezoning by a vote of 8-0.

The Industrial Manhattan District Overlay (IMDO) is a new district that was approved by City Council in December 2010. The IMDO district was created to facilitate the transfer and reuse of property from the U.S. Department of Energy (D.O.E.) to the private sector. As the Heritage Center is transferred to private entities, it is expected that subdivision plats and site plans for properties with existing buildings and parking facilities will need to have alternatives available in meeting various requirements such as minimum setbacks from property lines, parking requirements, green space and landscaping requirements. The IMDO does not waive bulk regulations or performance criteria, but rather provides alternative measures to achieve compliance through off site improvements, cross access easements, and identification of shared parking facilities.

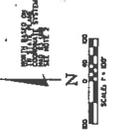
The subject property has been transferred from D.O.E. to Heritage Center LLC, JMM Realty LLC and Manhattan Project, LLC and rezoned from F.I.R., Federal Industry and Research to IND-2, Industrial in November 2010. Rezoning to a base zone of IND-2, Industrial with the Industrial Manhattan District Overlay (IMDO) is the next step in facilitating the reuse of this industrial property. The Staff finds the rezoning to be in compliance with the Land Use Plan, consistent with the existing uses within the area and appropriate for the proposed use. Approval of the rezoning is recommended.



City Manager's Comments:

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

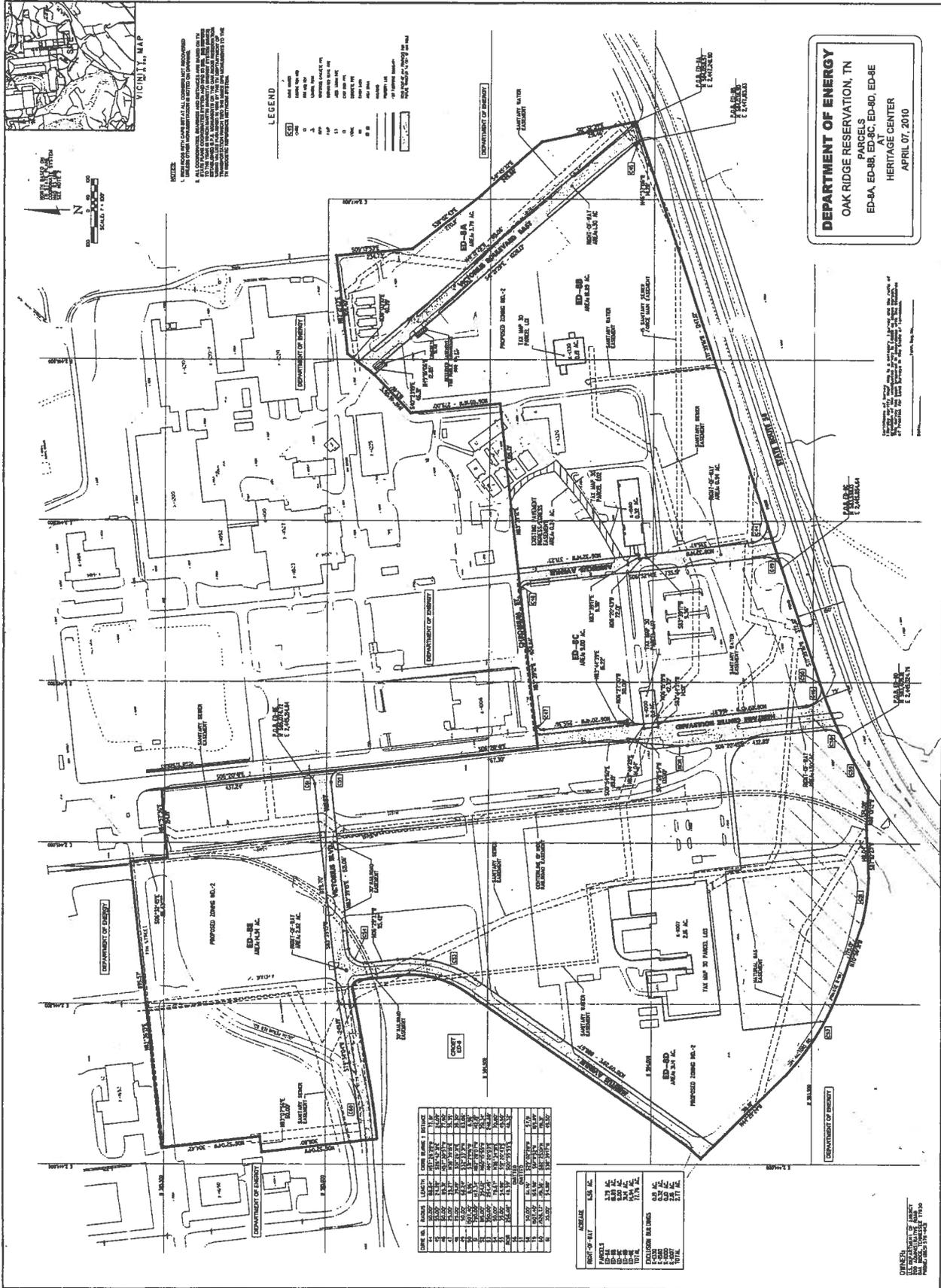
Mark S. Watson 2-8-11
Mark S. Watson Date



NOTES:
 1. THESE PARCELS ARE NOT TO BE CONSIDERED AS BOUNDARIES.
 2. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.
 4. THE DIMENSIONS OF THE PARCELS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.
 5. THE DIMENSIONS OF THE PARCELS ARE TO BE TAKEN FROM THE CENTERLINE OF THE ROAD OR RAILROAD UNLESS OTHERWISE NOTED.

LEGEND

1/4" = 100'	1/8" = 50'	1/16" = 25'	1/32" = 12.5'
1/64" = 6.25'	1/128" = 3.125'	1/256" = 1.5625'	1/512" = 0.78125'
1/1024" = 0.390625'	1/2048" = 0.1953125'	1/4096" = 0.09765625'	1/8192" = 0.048828125'
1/16384" = 0.0244140625'	1/32768" = 0.01220703125'	1/65536" = 0.006103515625'	1/131072" = 0.0030517578125'
1/262144" = 0.00152587890625'	1/524288" = 0.000762939453125'	1/1048576" = 0.0003814697265625'	1/2097152" = 0.00019073486328125'
1/4194304" = 0.000095367431640625'	1/8388608" = 0.0000476837158203125'	1/16777216" = 0.00002384185791015625'	1/33554432" = 0.000011920928955078125'
1/67107200" = 0.0000059604644775390625'	1/134214400" = 0.00000298023223876953125'	1/268428800" = 0.000001490116119384765625'	1/536857600" = 0.0000007450580596923828125'
1/1073715200" = 0.00000037252902984619140625'	1/2147430400" = 0.000000186264514923095703125'	1/4294860800" = 0.0000000931322574615478515625'	1/8589721600" = 0.00000004656612873077392578125'



DEPARTMENT OF ENERGY
 OAK RIDGE RESERVATION, TN
 PARCELS
 ED-8A, ED-8B, ED-8C, ED-8D, ED-8E
 AT
 HERITAGE CENTER
 APRIL 07, 2010

PARCEL NO.	AREA (SQ. FT.)	AREA (AC.)
1	1,234,567	0.0281
2	2,345,678	0.0535
3	3,456,789	0.0789
4	4,567,890	0.1043
5	5,678,901	0.1297
6	6,789,012	0.1551
7	7,890,123	0.1805
8	8,901,234	0.2059
9	9,012,345	0.2313
10	10,123,456	0.2567
11	11,234,567	0.2821
12	12,345,678	0.3075
13	13,456,789	0.3329
14	14,567,890	0.3583
15	15,678,901	0.3837
16	16,789,012	0.4091
17	17,890,123	0.4345
18	18,901,234	0.4599
19	19,012,345	0.4853
20	20,123,456	0.5107
21	21,234,567	0.5361
22	22,345,678	0.5615
23	23,456,789	0.5869
24	24,567,890	0.6123
25	25,678,901	0.6377
26	26,789,012	0.6631
27	27,890,123	0.6885
28	28,901,234	0.7139
29	29,012,345	0.7393
30	30,123,456	0.7647
31	31,234,567	0.7901
32	32,345,678	0.8155
33	33,456,789	0.8409
34	34,567,890	0.8663
35	35,678,901	0.8917
36	36,789,012	0.9171
37	37,890,123	0.9425
38	38,901,234	0.9679
39	39,012,345	0.9933
40	40,123,456	1.0187
41	41,234,567	1.0441
42	42,345,678	1.0695
43	43,456,789	1.0949
44	44,567,890	1.1203
45	45,678,901	1.1457
46	46,789,012	1.1711
47	47,890,123	1.1965
48	48,901,234	1.2219
49	49,012,345	1.2473
50	50,123,456	1.2727
51	51,234,567	1.2981
52	52,345,678	1.3235
53	53,456,789	1.3489
54	54,567,890	1.3743
55	55,678,901	1.3997
56	56,789,012	1.4251
57	57,890,123	1.4505
58	58,901,234	1.4759
59	59,012,345	1.5013
60	60,123,456	1.5267
61	61,234,567	1.5521
62	62,345,678	1.5775
63	63,456,789	1.6029
64	64,567,890	1.6283
65	65,678,901	1.6537
66	66,789,012	1.6791
67	67,890,123	1.7045
68	68,901,234	1.7299
69	69,012,345	1.7553
70	70,123,456	1.7807
71	71,234,567	1.8061
72	72,345,678	1.8315
73	73,456,789	1.8569
74	74,567,890	1.8823
75	75,678,901	1.9077
76	76,789,012	1.9331
77	77,890,123	1.9585
78	78,901,234	1.9839
79	79,012,345	2.0093
80	80,123,456	2.0347
81	81,234,567	2.0601
82	82,345,678	2.0855
83	83,456,789	2.1109
84	84,567,890	2.1363
85	85,678,901	2.1617
86	86,789,012	2.1871
87	87,890,123	2.2125
88	88,901,234	2.2379
89	89,012,345	2.2633
90	90,123,456	2.2887
91	91,234,567	2.3141
92	92,345,678	2.3395
93	93,456,789	2.3649
94	94,567,890	2.3903
95	95,678,901	2.4157
96	96,789,012	2.4411
97	97,890,123	2.4665
98	98,901,234	2.4919
99	99,012,345	2.5173
100	100,123,456	2.5427

AREA	AREA (SQ. FT.)	AREA (AC.)
TOTAL	1,234,567,890	28.1234
RESERVED	123,456,789	2.8123
AVAILABLE	1,111,111,101	25.3111

CONVEYED TO THE DEPARTMENT OF ENERGY BY DEED DATED APRIL 07, 2010.

Staff Review of Rezoning Request

Location & Approximate Area: Roane County Tax Map 30, Parcels ED-8 A, B, C, D and E, and Parcels 1.01, 1.02, 1.03, 1.07 located within the Heritage Center. Approx. 83.3 acres in area.

Date: January 14, 2011

Owner: Heritage Center LLC
107 Lea Way
Oak Ridge, TN 37830

JMM Realty LLC, Manhattan Project LLC
21312 Catawba Avenue
Cornelius, NC 28031

Request Rezoning

From: IND-2, Industrial

To: IND-2 IMDO, Industrial Manhattan District Overlay

Purpose: Redevelopment of brownfield industrial site.

Site Characteristics: About same elevation as adjacent lands. Site is generally level.

Existing Land Use: Industrial, includes buildings K-1007, K-1000, K-1580, K-1330

Adjacent Land Uses & Zoning:

North: F.I.R., Federal Industry and Research, Heritage Center industrial area

East: F.I.R., Federal Industry and Research, open space within Heritage Center

South: F.I.R. Federal Industry and Research, State Route 58, D.O.E.

West: IND-2, Industrial, ED-5, site of two industrial spec buildings

Previous Rezoning Requests: November 2010 rezoned from FIR to IND-2

2. **Conformity with 1988 Comprehensive Plan:** The Land Use Plan designates this area as I, Industrial. The proposed zone is in conformance with the Land Use Plan.

Applicable Policies:

Policy E-3: The City will attempt to strengthen a coordinated, business-like, public-private approach to retain, develop and recruit targeted businesses that broaden the tax base, particularly those which maintain or increase per capita and family income.

POLICY E-4: In a joint public-private partnership approach, the City will work with the community to nurture spin-off industries and stimulate the formation of affinity industries in Oak Ridge.

POLICY L-11: The City will locate new industrial and office areas and enforce site design standards to ensure that residential neighborhoods are protected from the adverse effects of those activities.

3. **Applicable Regulations:**

Setbacks: IND-2, Industrial setbacks are as follows: Front – 30 feet; Side –25 feet;
Rear – 25 feet. Overlay allows exceptions for existing buildings
Maximum Usable Floor Area to Lot Area Ratio: 60%

Analysis:

The following criteria were used to evaluate the rezoning request.

- 1) **Is the proposed zoning district consistent with the City's Comprehensive Plan?**
Yes.
- 2) **Are there substantial changes in the character of development in or near the area under consideration that support the proposed rezoning.**
The property has become privately owned and made available by D.O.E for economic development.
- 3) **Is the character of the area suitable for the uses permitted in the proposed zoning district and is the proposed zoning district compatible with surrounding zoning and uses?** Yes, the property is within an industrial area without close proximity to residential uses. There is nearby access to S.R. 58, S.R. 95 and Interstate 40.
- 4) **Will the proposed rezoning create an isolated district unrelated to adjacent and nearby districts?**
The ED-8 parcels are the second group of parcels within the Heritage Center to be rezoned. ED-5 was rezoned from FIR to IND-2 in September 2009. Additional rezonings from F.I.R. will occur as the redevelopment and privatizing of the Heritage Center continues.
- 5) **Are public facilities and services adequate to accommodate the proposed zoning district?**
Public utilities and road capacity are adequate.
- 6) **Would the requested rezoning have environmental impacts?**
The Heritage Center is already an industrial site. Changing the zoning from F.I.R. to IND-2 will not change the environmental impacts.

Neighborhood Position: No comments have been received. The surrounding property is held either by Heritage Center LLC or the U.S. D.O.E.

Landscaping/Buffering requirements: The landscaping and design standards within Article XIII of the Zoning Ordinance will apply at final site review stage with possible alternatives as allowed by the Overlay District.

Notification of Property Owners Within 200': January 14, 2011

Conclusion and Planning Staff Recommendation: Staff recommends approval the Industrial Manhattan District Overlay as requested, finding the proposed zoning consistent with existing uses and the character of development within the area and in compliance with the Comprehensive Plan.

Planning Commission Recommendation: January 20, 2011, Planning Commission voted to recommend approval of rezoning from IND-2 to IND-2 IMDO by a vote of 8-0.

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF THE BUILDINGS DESIGNATED AS PARCELS 1.01, 1.02, 1.03, AND 1.07, ROANE COUNTY TAX MAP 30, AND THE REAL PROPERTY DESIGNATED BY THE UNITED STATES DEPARTMENT OF ENERGY AS PARCELS ED-8A, ED-8B, ED-8C, ED-8D, AND ED-8E, WHICH BUILDINGS AND PROPERTIES ARE LOCATED AT HERITAGE CENTER, FROM IND-2, INDUSTRIAL TO IND-2, INDUSTRIAL MANHATTAN DISTRICT OVERLAY (IMDO).

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

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

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

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

<u>Property Description</u>	<u>Location</u>	<u>Present Zoning District</u>	<u>New Zoning District</u>
Parcel 1.01, Map 30 (± 0.19 Acres)	North side of State Route 58 west of Victorious Boulevard East	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel 1.02, Map 30 (± 0.32 Acres)	North side of State Route 58 east of Americus Avenue	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel 1.03, Map 30 (± 2.16 Acres)	North side of State Route 58 east of Meritus Avenue	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel 1.07, Map 30 (± 0.11 Acres)	North side of State Route 58 east of Heritage Center Boulevard	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel ED-8A (+ 3.79 Acres)	North side of State Route 58 east of Victorious Boulevard East	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel ED-8B (+ 18.89 Acres)	North side of State Route 58 east of Americus Avenue	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel ED-8C (+ 9.00 Acres)	North side of State Route 58 east of Heritage Center Boulevard	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)
Parcel ED-8D (+ 31.14 Acres)	North side of State Route 58 east of Meritus Avenue	IND-2, Industrial	IND-2, Industrial Manhattan District Overlay (IMDO)

Parcel ED8-E
(+ 14.94 Acres)

North side of State Route
north of Victorious Boulevard
West

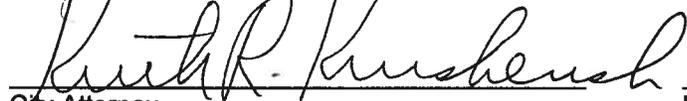
IND-2, Industrial

IND-2, Industrial
Manhattan District
Overlay (IMDO)

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

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

Public Hearing: _____
First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

CITY COUNCIL MEMORANDUM
11-13

DATE: February 7, 2011
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CHANGING THE TERMS OF THE OAK RIDGE BEER PERMIT BOARD AND THE ENVIRONMENTAL QUALITY ADVISORY BOARD

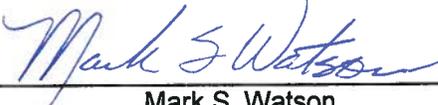
One item scheduled for the February 14th agenda is an ordinance to simplify the election process for certain boards and commissions by setting all terms of office to commence on January 1, thereby allowing City Council to consider elections for all expired terms of office at one meeting per year (December), except for elections needed to fill vacancies occurring prior to the expiration of a term.

Because the above two boards were established by ordinance, the proposed ordinance pertains to the terms of office for the Oak Ridge Beer Permit Board and the Environmental Quality Advisory Board. No current member's term of office will be shortened by this change. Current members' terms of office will extend through to December 31 of their current term, thereby placing all terms of office on a calendar year.

By changing the election process to once per year, the City Clerk's Office will conduct an annual recruitment for vacancies in October of each year with the election being held in December. This change is intended to not only simplify the process, but to increase the amount of interest in boards and commissions.

This item coincides with a resolution pertaining to terms of office for other boards and commissions. Both the resolution and the ordinance will take effect on April 1, 2011.

Approval of the attached ordinance is recommended.



Mark S. Watson

TITLE

AN ORDINANCE TO AMEND TITLE 2, TITLED "BOARDS AND COMMISSIONS, ETC.," CHAPTER 2, TITLED "ENVIRONMENTAL QUALITY ADVISORY BOARD," SECTION 2-203, TITLED "TERMS OF MEMBERS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY ADDING A NEW PARAGRAPH; AND TO AMEND TITLE 8, TITLED "ALCOHOLIC BEVERAGES," CHAPTER 6, TITLED "BEER AND OTHER LIGHT BEVERAGES – GENERALLY, " SECTION 8-603, TITLED "BEER PERMIT BOARD," SUBSECTION (1), TO CHANGE THE COMMENCEMENT DATE FOR TERMS OF OFFICE FOR EQAB (EXCEPT STUDENT MEMBERS) AND BEER BOARD TO NOW BE JANUARY 1, WITH CURRENT MEMBERS' TERMS BEING EXTENDED THROUGH TO THE DECEMBER 31 FOLLOWING THEIR CURRENT TERM OF OFFICE, ALL FOR THE PURPOSE OF CONSISTENCY AND SIMPLIFICATION OF THE ELECTION PROCESS.

WHEREAS, Article III, Section 5, of the Charter of the City of Oak Ridge, Tennessee, provides that City Council shall create by ordinance a personnel advisory board and may create by ordinance, resolution, or motion other long- or short-term advisory boards to the Council or to the City Manager with respect to specific municipal functions as may be deemed necessary; and

WHEREAS, City Council has established various boards and commissions under this authority; and

WHEREAS, the City desires to place all terms of office for members of boards and commissions (with the exception of student members) on the same schedule, with all terms commencing on January 1, to provide for consistency and simplification of the election process; and

WHEREAS, certain boards and commissions have a specified term date set forth in the City Code, which requires an amendment in order to change their terms of office; and

WHEREAS, this change does not shorten any member's term of office, but extends it through to the December 31 following their current term.

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

Section 1. Title 2, titled "Boards and Commissions, Etc.," Chapter 2, titled "Environmental Quality Advisory Board," Section 2-203, titled "Terms of members," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by adding a new paragraph to the end of this section, which new paragraph shall read as follows:

Sec. 2-203. Terms of members.

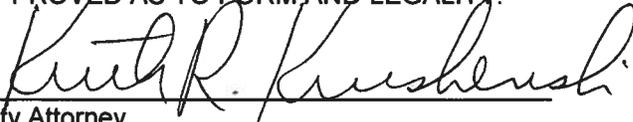
....

As of April 1, 2011, all current members' terms (except for student members which shall remain unchanged) shall be extended through to the following December 31, and all subsequent terms shall commence on January 1 with the term lengths and staggered appointments remaining the same.

Section 2. Title 8, titled "Alcoholic Beverages," Chapter 6, titled "Beer and Other Light Beverages - Generally," Section 8-603, titled "Beer permit board," Subsection (1), titled "Creation of board," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting the phrase "expire on the first Thursday of January" and substituting therefore the phrase "commence on January 1" in the first sentence.

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

**COMMUNITY DEVELOPMENT MEMORANDUM
CODE ENFORCEMENT DIVISION
11-06**

Date: January 26, 2011
To: Mark Watson, City Manager
Thru: Kathryn Baldwin, Community Development Director 
From: Tim Ward, Community Development Division Manager 
RE: CITY CODE AMENDMENT – CREATION OF A TRADE LICENSING BOARD AND
ABOLISHMENT OF THE ELECTRICAL AND PLUMBING EXAMINERS BOARDS

An item for the agenda is an ordinance to amend the City Code to abolish the Board of Electrical Examiners and the Board of Plumbing Examiners, and to create a new Trade Licensing Board which will incorporate the responsibilities of the previous electrical and plumbing examiners boards.

Attached is Community Development Memorandum 11-01 outlining the proposal to consolidate the Board of Electrical Examiners and the Board of Plumbing Examiners into one new board called the Trade Licensing Board. Memorandum 11-01 sets forth the discussions held with both boards pertaining to this proposal. On January 11, 2011, the boards held a joint meeting to consider this proposal, and both boards unanimously gave their support.

While the proposed ordinance is lengthy, it simply abolishes the two current boards by deleting Chapters 4 and 8 of Title 12 of the City Code. A decision was made to re-number the existing chapters in this title for consistency with the new chapter on the Trade Licensing Board. Additionally, two sections within this title (City Code §12-302 (the new §12-402) and City Code §12-702) defined the term "board" and require an amendment to refer to the new Trade Licensing Board.

It is anticipated that consolidation of these five-member boards into one seven-member board will alleviate current issues with vacancies and will allow the work needed by these boards to continue in a more efficient and effective manner.

Staff recommends approval of the attached ordinance.

City Manager's Comments:

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



Mark S. Watson 2-8-11
Date

COMMUNITY DEVELOPMENT MEMORANDUM
CODE ENFORCEMENT DIVISION
11-01

Date: January 18, 2011

To: Mark Watson, City Manager

Thru: Kathryn Baldwin, Community Development Director 

From: Tim Ward, Community Development Division Manager 

RE: Consolidation of Electrical and Plumbing Boards of Examiners

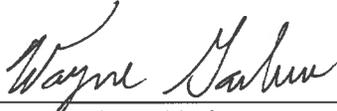
Please be advised that on January 11, 2011 the Boards of Electrical and Plumbing Examiners conducted a joint meeting for the purpose of allowing staff to present a proposal intended to combine both groups into a new Trade Licensing Board which combines the responsibilities of both previous boards into one.

While providing the members in attendance with an outline of why this proposal was an important part of helping to improve the City's ability to provide trade licensing, a function dating back to the early 1960's, it was also being proposed to help stabilize membership now and for the years ahead. With the current member composition, as established by Ordinance, it simply takes too long to find qualified and interested citizens willing to volunteer their time and talents to serve. This has been especially true with the Plumbing Board of Examiners, a five-member board that struggles from month to month to conduct business due to a lack of a quorum, as it currently has two vacant seats.

During our discussion, we covered the key issues this new board will encounter, such as the need for a new Ordinance, revised rules and procedures, and a membership composition increase from two five-member boards to one seven-member board. Currently, both combined memberships total eight, with two members from the electrical board and one from the plumbing board facing term expiration on March 10, 2011. It would be my recommendation that all current board members with terms expiring in March of this year be re-appointed, provided they notify the City Clerk of their wish to continue service on this proposed Trade Licensing Board.

Upon completing my presentation, and a number of questions being asked by the attendees, a motion was made by current Plumbing Board Chairman Brian Hayden and seconded by electrical board member Joe McCarty, to recommend staff's proposal be sent to City Council as the boards' recommendation for Council to approve a new Ordinance to create a new board

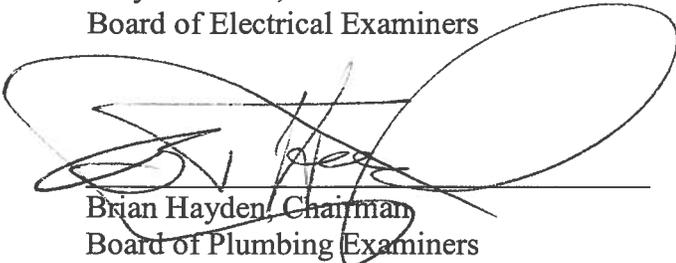
referred to as the Trade Licensing Board. Both the Chairmen of the Electrical and Plumbing Boards of Examiners have signed this memo indicating each board's support.



Wayne Garber, Chairman
Board of Electrical Examiners



Date



Brian Hayden, Chairman
Board of Plumbing Examiners



Date

cc: Board of Electrical Examiners
Board of Plumbing Examiners
Denny Boss
Arnold Blackwell
Jake Martin
Donna Satterfield
Mary Mason
City Clerk
Ken Krushenski, City Attorney
File

TITLE

AN ORDINANCE TO AMEND TITLE 12, TITLED "BUILDING, UTILITY, ETC. CODES," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE, BY DELETING CHAPTER 4, TITLED "BOARD OF ELECTRICAL EXAMINERS," IN ITS ENTIRETY; BY RENUMBERING CHAPTER 3, TITLED "ELECTRICAL CODE," AS THE NEW CHAPTER 4 KEEPING THE SAME TITLE; BY CREATING A NEW CHAPTER 3, TITLED "TRADE LICENSING BOARD"; BY DELETING CHAPTER 8, TITLED "BOARD OF PLUMBING EXAMINERS," IN ITS ENTIRETY; BY RENUMBERING THE FOLLOWING CHAPTERS WITH ALL TITLES REMAINING THE SAME: CHAPTER 9, TITLED "PLUMBER'S LICENSE," AS THE NEW CHAPTER 8, CHAPTER 10, TITLED "PLUMBER'S WORK PERMIT," AS THE NEW CHAPTER 9, CHAPTER 11, TITLED "MECHANICAL CODE," AS THE NEW CHAPTER 10, CHAPTER 12, TITLED "GAS CODE," AS THE NEW CHAPTER 11, AND CHAPTER 13, TITLED "CITATIONS AND ORDINANCES SUMMONSES," AS THE NEW CHAPTER 12; BY DELETING SECTION 12-302 (NEW SECTION 12-402), TITLED "DEFINITIONS," SUBSECTION (2), TITLED "BOARD," AND SUBSTITUTING THEREFOR A NEW SUBSECTION 12-402(2), TITLED "BOARD"; AND BY DELETING SECTION 12-702, TITLED "DEFINITIONS," SUBSECTION (2), TITLED "BOARD," IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW SUBSECTION 12-702(2), TITLED "BOARD," ALL FOR THE PURPOSE OF ABOLISHING THE BOARD OF ELECTRICAL EXAMINERS AND THE BOARD OF PLUMBING EXAMINERS AND CREATING A NEW TRADE LICENSING BOARD WHICH COMBINES THE RESPONSIBILITIES OF BOTH BOARDS INTO ONE.

WHEREAS, on January 11, 2011, the Board of Electrical Examiners and the Board the Plumbing Examiners unanimously voted to abolish their respective boards and combine their functions into one board to be known as the Trade Licensing Board; and

WHEREAS, combining these two five-member boards into one seven-member board should alleviate current issues with vacancies and allow the board to operate more efficiently.

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

Section 1. Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Chapter 4, titled "Board of Electrical Examiners," in its entirety.

Section 2. Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by renumbering Chapter 3, titled "Electrical Code," as the new Chapter 4, titled "Electrical Code."

Section 3. Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by creating a new Chapter 3, titled "Trade Licensing Board," which new chapter shall read as follows:

CHAPTER 3

TRADE LICENSING BOARD

SECTION

- 12-301. Established; composition.
- 12-302. Appointment of members.
- 12-303. Members not to own or be employed by same firm.
- 12-304. Terms of members; filling of vacancies; removal of members.
- 12-305. Chairperson.

- 12-306. Secretary.
- 12-307. Rules of procedure; meetings.
- 12-308. General powers and duties.
- 12-309. Records open to public inspection.
- 12-310. Examination of applicants.

Sec. 12-301. Established; composition.

There is hereby established in the city a Trade Licensing Board, which shall consist of seven (7) members. Such board shall be composed of two (2) members holding a current and valid Class I or II electrical license from the City of Oak Ridge and two (2) members holding a current and valid plumber's license from the City of Oak Ridge, if such qualified applicants are available, and the remaining members from the public at large, including persons who possess current and valid electrical and plumbing licenses.

Sec. 12-302. Appointment of members.

Members of the board shall be appointed by City Council.

Sec. 12-303. Members not to own or be employed by same firm.

Board members shall not own or be employees of the same contracting corporation, firm, partnership or individual employer.

Sec. 12-304. Terms of members; filling of vacancies; removal of members.

Of the members first appointed to the board, three (3) members shall serve through December 31, 2014, two (2) members shall serve through December 31, 2013, and two (2) members shall serve through December 31, 2012. Thereafter, the term of office for board members shall be three (3) years commencing on January 1. In case of resignation, death, or removal from office, another appointment will be made to finish out the unexpired term of office of the former member. Members of the board may be removed for good cause by the City Council at any time. Removal of members due to absences shall be governed by the attendance policy established by City Council for all boards and commissions.

Sec. 12-305. Chairperson.

The chairperson of the board shall be elected by the board from members serving on the board. The chairperson shall preside at meetings and shall have such other duties as designated by the board. In the absence of the chairperson, the board shall elect a chairperson pro tem.

Sec. 12-306. Secretary.

A secretary shall be elected by the board from the members of the board. The secretary shall prepare or have prepared minutes of all meetings, and shall have such other responsibilities as assigned by the board. In the absence of the secretary, the board shall elect a secretary pro tem. Copies of all minutes shall be filed with and kept in the custody of the City Clerk, and shall be available for public inspection.

Sec. 12-307. Rules of procedures; meetings.

The board shall establish written rules and regulations for its own procedure consistent with the provisions of the electrical and plumbing codes of the City of Oak Ridge. Such rules, or any changes thereto, shall be approved by City Council and shall be filed with the City Clerk. The board shall meet at regular intervals at the call of the chairperson of the board or the City Manager.

Sec. 12-308. General powers and duties.

The board shall set standards and procedures for the qualification, examination, and licensing of Class I Electrical Contractors, Class II Residential Electrical Contractors, Master Electrician Certifications, Master Plumbers, and Journeyman Certifications under the provisions of the electrical and plumbing codes of the City of Oak Ridge. Such standards and procedures shall be approved by City Council. The board shall exercise the powers and perform the duties provided for in the electrical and plumbing codes of the City of Oak Ridge and shall have such other duties and powers as are necessary to carry out the intent and provisions of the electrical and plumbing codes of the City of Oak Ridge.

Sec. 12-309. Records open to public inspection.

All records of the board shall be maintained by the City Manager or the City Manager's designee and shall be open to inspection by the public.

Sec. 12-310. Examination of applicants.

The Board shall use only Board-approved testing agencies for the electrical and plumbing construction industry, which shall include the State of Tennessee Licensing Board's approved test designed to measure competency in the electrical and plumbing professions. The test grade shall be current within two (2) years of an applicant appearing before the Board. All examinations shall be proctored by a qualified person.

Section 4. Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by deleting Chapter 8, titled "Board of Plumbing Examiners," in its entirety.

Section 5. Title 12, titled "Building, Utility, Etc. Codes," of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended by renumbering the following chapters as set forth below, with all titles remaining the same:

Chapter 9, titled "Plumber's License," renumbered to Chapter 8

Chapter 10, titled "Plumber's Work Permit," renumbered to Chapter 9

Chapter 11, titled "Mechanical Code," renumbered to Chapter 10

Chapter 12, titled "Gas Code," renumbered to Chapter 11

Chapter 13, titled "Citations and Summonses," renumbered to Chapter 12

Section 6. Title 12, titled "Building, Utility, Etc. Codes," Section 12-302 (new Section 12-402), titled "Definitions," of the Code of Ordinances, City of Oak Ridge, Tennessee, Section is hereby amended by deleting Subsection (2), titled "Board," and substituting therefor a new Subsection 12-402(2), titled "Board," which new subsection shall read as follows:

Sec. 12-402. Definitions.

(2) "Board." The term "board" shall mean the Trade Licensing Board created by §12-301.

Section 7. Title 12, titled "Building, Utility, Etc. Codes," Section 12-702, titled "Definitions," of the Code of Ordinances, City of Oak Ridge, Tennessee, Section is hereby amended by deleting Subsection (2), titled "Board," and substituting therefor a new Subsection 12-702(2), titled "Board," which new subsection shall read as follows:

Sec. 12-702. Definitions.

(2) "Board." The term "board" shall mean the Trade Licensing Board created by §12-301.

Section 8. 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:



City Attorney

Mayor

City Clerk

First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

ELECTRIC DEPARTMENT MEMORANDUM
11-01

DATE: February 3, 2011

To: Mark Watson, City Manager

From: Jack L. Suggs, Electrical Director

SUBJECT: ADOPTION OF NEW RULES AND REGULATIONS

Attached is an ordinance adopting the CITY OF OAK RIDGE, TENNESSEE RULES AND REGULATIONS GOVERNING ELECTRIC POWER DISTRIBUTION. The Rules and Regulations provide the framework for the Electric Utility and much of the day-to-day operations of the Utilities Business Office. The existing Rules and Regulations were adopted December 4, 2000.

As we have discussed, the Business Office is working to reduce our uncollectable accounts in the utility area. We are doing this through a multi-faceted approach, which will include examining our deposit programs, our billing and cut off policies and our collection efforts. I believe that the most opportunity for improvement lies, however, in establishing reasonable deposits for our customers.

Currently, the City charges a deposit of \$80.00 for water, sewer and electric service. This deposit was set in December of 2000, by resolution # 12-183-00. An examination of bad accounts, however, reveals that the average customer, who leaves owing the City money, owes the utility over \$300.00. This is money which must be made up by other rate payers.

Raising the deposit amount arbitrarily is difficult on new customers who might want to move into the City. In trying to strike a balance between protecting our rate payers and setting arbitrarily high deposit levels, staff surveyed sixteen utilities seeking the best deposit practices. We were aided in this endeavor by Mr. Chris Mitchel, with whom you and the Council are familiar.

We found that typical deposits range from \$150 to \$300, but frequently are reduced by the utility based on an independent evaluation of the risk of default posed by the customer. In fact, nearly two thirds of the utilities contacted participate in programs where a third party provider evaluates new customers and, based on the risk of default, makes adjustments to deposits. Customers with a high risk of default pay a substantial deposit; those with virtually no risk of default pay little or no deposit.

The evaluation of the risk of default of a customer is calculated based on the credit score of the individual and any history of having defaulted on previous utility bills. The cost of this service is nominal, at \$2.70 per customer. The staff conducting the check does not see the customer's credit score or creditors. Based on the information submitted, the system provides information for an identity check, and then a rating of "Green," for customers with a 0% to 10% chance of default, "Yellow" for a customer with a 10.1% to 25% chance of default or "Red," for customers with 25.1% or higher chance of default or customers who have previously defaulted on utility bills.

The details of the system application will be developed in a written policy which is available for public inspection once implemented. Note that interest will be paid on the deposited monies and credited to the depositor's account on an annual basis. Deposits will be refunded to customers upon termination of the account.

The amount of deposit is set by resolution. The basic deposit system for the electric utility, however, is established in the attached Rules and Regulations. Staff believed that since the rules and regulations had to be modified to clearly allow the deposit program described, we would examine the entire document. As such, several changes are suggested.

Section 2.1.2: This section was modified to make it more prominent. Additionally, language was added to make it clear that customers are responsible for unpaid utility bills which benefited them, whether the accounts were in their own name or not.

Section 2.1.3: New requirements for identity are specified, as is a requirement that the customer show he has the right to affect service. Normally, this will be in the form of either a signed lease or purchase agreement.

Section 2.2: The customer is required to be at the premises at the time the service is activated. This provision allows the City to recover costs should multiple trips be required.

Section 2.3.1: Provides for the deposit program as described above to be developed.

Section 2.3.2.c): Allows that small additions to commercial or industrial facilities can be made without increasing and recalculating the required deposits.

Section 2.3.3: A new section that allows the reconsideration of deposit amounts for customers who have either improved or deteriorated in their payment habits. This section will allow the City to obtain larger deposits from existing customers who have poor habits, or to decrease deposits on those who have improved their credit and payment history.

Section 3.1: Clarified on available voltages.

Section 3.5.4: New section that clarifies existing policy concerning unsafe conditions.

Section 3.7.3: Clarification

Section 5.3: Clarification to allow limited flexibility in application of penalties.

As a final note, TVA is the City's regulator for its electric utility. Although TVA does not approve our Rules and Regulations, they will review them and could mandate changes. Staff has been in constant contact with TVA about these changes and does not expect action by TVA. Should such occur, we will bring back the ordinance to make adjustments as required.

Staff believes that the changes strengthen the ordinance and make it a better document. There will be minor budget impacts in terms of the cost of performing the risk analysis and in programming the billing system to accept and credit interest on the deposit accounts.

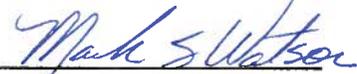
Staff believes that the benefits far outweigh the cost and recommends approval of the attached ordinance.



Jack L. Suggs
Electric Director

City Manager's Comments:

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



Mark Watson



Date

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

1 General Provisions

1.1 SCOPE

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

1.2 REVISIONS

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

1.3 SEPARABILITY

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

1.4 CONFLICT

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

1.5 POSTING AND FILING

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor.

2 Obtaining Electric Service

2.1 *Applying for Service*

2.1.1 APPLICATION FOR SERVICE

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

2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:

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Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility service that benefited the to this prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

2.1.3 REQUEST FOR SERVICE:

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Any request for service shall include the following information:

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

2.2 CONNECTION CHARGES

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

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

2.3 DEPOSITS

2.3.1 Residential

a) a) — Deposits for new residential service will be established by Council Resolution. Deposits and may be reduced or eliminated based on a review of the risk of default posed by the persons obtaining or benefiting from the service. The City Manager shall within 30 days of this ordinance develop a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility

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~~Business Office. required based on past payment history. In cases of hardship of residential customers, distributor may accept installment payments of deposits.~~

b) All deposits greater than one month's average bill and retained longer than 6 months, shall earn interest at a rate to be specified by TVA from time to time after consultation with Distributors and others. Such earned interest shall be paid, or credited against power bills at least annually.

c) Amount of deposit for residential customers shall be stipulated in the Distributor's fee schedule.

2.3.2 Commercial and Industrial

a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.

b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.

~~c) Additional deposits may not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.~~

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2.3.3 Adjustment of Deposits

a) ~~Increasing Deposits: Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons as determined by the distributor. For hardship cases, the distributor may accept installment payments on the deposit increase.~~

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b) ~~Decreasing Deposits: Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.~~

2.3.3.2.3.4 Refund of Deposits

Upon termination of service, the deposit may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

2.4 CUSTOMER AIDE TO CONSTRUCTION

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

2.4.1 Unusual System Demands

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

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

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

2.4.2 UNDERGROUND SERVICE

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

2.4.3 NON-STANDARD SERVICE

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

2.4.4 FAILURE TO TAKE SERVICE

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

2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE

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

3 Conditions of Distributor Supplied Power

3.1 AVAILABLE VOLTAGES

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

Overhead Area:

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

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

Underground Area:

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

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

3.2 INTERRUPTION OF SERVICE

3.2.1 Consistency of Service

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the

customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

3.2.2 System Maintenance and Repair

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

3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS

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

3.4 RESTRICTIONS ON USE OF ELECTRICITY

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

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

3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR

3.5.1 Violation of Rules

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

3.5.2 Interference with the Electric System

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

3.5.3 Theft of Electricity

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

3.5.4 Conditions Deemed Unsafe

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

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3.5.4.3.5.5 Inadvertent Provision of Service

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

3.5.5.3.5.6 No Release of Obligation

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

3.6 DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE

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

3.7 METERING OF ELECTRIC USE

3.7.1 METER INSTALLATIONS

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

3.7.2 Meter Tampering

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

3.7.3 Meter Seals

Except as provided in this paragraph, no one shall tamper with or remove an electric meter seal except for employees of the Distributor. Where seals are found to be open or cut, the Distributor shall conduct an evaluation of the meter installation for safety reasons, and investigate for possible theft of electric power. The customer shall be charged a fee for these inspections as specified in the Distributor's rate schedule.

Exception: Under certain conditions and on a case by case basis, the Distributor may grant a properly licensed electrician permission to remove a meter seal for the purpose of making electrical repairs.

3.7.4 METER TESTS

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

4 Customer Responsibilities and Obligations

4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS

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

4.2 POINT OF DELIVERY

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

4.3 NOTICE OF TROUBLE

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

4.4 CUSTOMER'S WIRING

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

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

4.5 POWER FACTOR

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

4.6 UNBALANCED LOADS

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

4.7 NOTICE OF ADDITIONAL LOAD

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

4.8 EFFECT ON THE ELECTRIC SYSTEM

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

4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY

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

4.10 ACCESS TO CUSTOMER'S PREMISES

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

4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY

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

4.12 STANDBY AND RESALE SERVICE

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

5 Electric Rates and Billing

5.1 RATES AND CHANGES

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

5.2 BILLING ADJUSTED TO STANDARD PERIODS

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

5.3 BILLINGS

The Distributor elects a standard net payment period ~~for residential customers~~ of fifteen (15) days, ~~and for all other classes of service ten (10) days,~~ after the date of the bill. However, the City Manager is authorized to provide an extension of the discount date, not

to exceed five days, when in the best interest of the utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

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

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

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

5.4 UTILITY BILL

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

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

5.5 RESIDENTIAL CUSTOMER INFORMATION

The Distributor shall provide information on the following upon request:

1. The availability and operation of deferred payment plan;
2. The procedure to dispute a utility charge and/or an installment;
3. The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;
4. The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
5. The procedure to obtain reinstatement of utility service.

6 Residential Customer Disputes

6.1 GENERAL APPLICABILITY

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

6.2 DISPUTE PROCEDURE

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

7 RESIDENTIAL RENTAL PROPERTY

7.1 GENERAL

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

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

7.2 NOTICE BY PROPERTY OWNER

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

7.3 NOTICE BY DISTRIBUTOR

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

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the

Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

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

8 DEFERRED PAYMENT PLAN

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

9 SERVICE TERMINATION PROCEDURE FOR NON-PAYMENT

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

9.1 TERMINATION NOTICE REQUIRED

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

9.1.1 The notice contents

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

9.1.2 Customer Response to Notice

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

The Distributor shall terminate utility service to the residential customer on the date of termination if, prior to the date of termination:

1. ~~1.~~ **1)** The Distributor has not received complete payment of the amount shown on the notice of termination;
2. ~~2.~~ **2)** The residential customer has not requested the establishment of a deferred payment plan; and
3. ~~3.~~ **3)** The residential customer has not notified the Distributor that he/she disputes the correctness of all or part of the amount shown on the notice of termination.

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9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE

The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.

Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

9.3 REINSTATEMENT OF UTILITY SERVICES

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

10 Reconnection of Electric Power

10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)

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

10.2 CONNECTION AND RECONNECTION CHARGES

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

11 TERMINATION OF SERVICE BY CUSTOMER

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

12 INFORMATION TO CUSTOMERS

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request.

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

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

13 CITY MANAGER AUTHORIZED TO EXECUTE POWER CONTRACTS

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

ORDINANCE NO. _____

TITLE

AN ORDINANCE TO REPEAL ORDINANCE NO. 30-00 WHICH ADOPTED THE RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER, AND TO ADOPT NEW RULES AND REGULATIONS GOVERNING DISTRIBUTION OF ELECTRIC POWER WITHIN THE CITY OF OAK RIDGE, TENNESSEE.

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

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

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

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

Section 1. Ordinance No. 30-00 which adopted and established the Rules and Regulations Governing Electric Power Distribution within the City of Oak Ridge is hereby repealed.

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

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney

Mayor

City Clerk

First Reading: _____
Publication Date: _____
Second Reading: _____
Publication Date: _____
Effective Date: _____

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

1 General Provisions

1.1 SCOPE

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

1.2 REVISIONS

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

1.3 SEPARABILITY

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

1.4 CONFLICT

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

1.5 POSTING AND FILING

A copy of these Rules and Regulations together with copies of the Distributor's Schedule of Rates and Charges shall be kept open to inspection at the office of the Distributor.

2 Obtaining Electric Service

2.1 *Applying for Service*

2.1.1 APPLICATION FOR SERVICE

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

2.1.2 INELIGIBLE PERSONS DUE TO PREVIOUS SERVICE:

Utility service shall not be supplied to or benefit any prospective customer if that person has any outstanding and unpaid utility charges or installments arising from prior utility service that benefited the prospective customer. The Distributor shall, in the event service is not furnished, refund to the customer any deposits or fees accepted by Distributor in contemplation of the furnishing of such service.

2.1.3 REQUEST FOR SERVICE:

Any request for service shall include the following information:

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

2.2 CONNECTION CHARGES

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

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

2.3 DEPOSITS

2.3.1 Residential

- a) Deposits for new residential service will be established by Council Resolution. Deposits may be reduced or eliminated based on a review of the risk of default posed by the persons obtaining or benefiting from the service. The City Manager shall within 30 days of this ordinance develop a written policy for the reduction or waiver of deposits which shall be available for inspection at the Utility Business Office.

b) All deposits greater than one month's average bill and retained longer than 6 months, shall earn interest at a rate to be specified by TVA from time to time after consultation with Distributors and others. Such earned interest shall be paid, or credited against power bills at least annually.

c) Amount of deposit for residential customers shall be stipulated in the Distributor's fee schedule.

2.3.2 Commercial and Industrial

a) All new commercial and Industrial Commercial customers shall provide a deposit in the amount equal to two month's average bill (estimated) either as a cash deposit, approved surety bond, letter of credit or any other form of deposit accepted by the Distributor.

b) Deposits will not be required from customers who, through participation in an approved program, release the Distributor from liability for the wholesale portion of the power consumed.

c) Additional deposits may not be required from existing commercial or industrial customers with an acceptable payment history which are increasing their average total monthly electric utility obligation less than 25% above existing levels, even if such increase represents a new account.

2.3.3 Adjustment of Deposits

a) Increasing Deposits: Distributor reserves the right to raise the deposits of residential, commercial or industrial customers based on unacceptable payment histories, including two or more late payments in a twelve month period, issuance of a termination of service notice for non-payment, or other reasons as determined by the distributor. For hardship cases, the distributor may accept installment payments on the deposit increase.

b) Decreasing Deposits: Residential customers who have an acceptable payment history may request a re-evaluation of the deposit requirements for potential adjustment every twenty-four months. Such evaluations will be conducted as if for a new customer and might result in a decrease, elimination or increase in the required deposit.

2.3.4 Refund of Deposits

Upon termination of service, the deposit may be applied by the Distributor against any obligation of the customer to the Distributor. Any part of the deposit, not so applied, will be refunded to the customer.

2.4 CUSTOMER AIDE TO CONSTRUCTION

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

2.4.1 Unusual System Demands

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

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

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

2.4.2 UNDERGROUND SERVICE

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

2.4.3 NON-STANDARD SERVICE

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

2.4.4 FAILURE TO TAKE SERVICE

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

2.5 TEMPORARY SERVICE AND CHARGES FOR TEMPORARY SERVICE

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

3 Conditions of Distributor Supplied Power

3.1 AVAILABLE VOLTAGES

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

Overhead Area:

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

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

Underground Area:

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

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

3.2 INTERRUPTION OF SERVICE

3.2.1 Consistency of Service

The Distributor will endeavor to furnish continuous electric service and to maintain reasonable constant voltage, but the Distributor cannot and does not guarantee to the

customer any fixed voltage or continuous service. The Distributor shall not be liable for any damages for any interruption or disturbances of service whatsoever.

3.2.2 System Maintenance and Repair

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

3.3 LOSS OF PHASE, VOLTAGE OR CURRENT FLUCTUATIONS

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

3.4 RESTRICTIONS ON USE OF ELECTRICITY

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

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

3.5 DISCONTINUANCE OF SERVICE BY DISTRIBUTOR

3.5.1 Violation of Rules

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

3.5.2 Interference with the Electric System

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

3.5.3 Theft of Electricity

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

3.5.4 Conditions Deemed Unsafe

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

3.5.5 Inadvertent Provision of Service

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

3.5.6 No Release of Obligation

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

3.6 DISTRIBUTOR'S LIABILITY FOR FAILURE TO CUT OFF SERVICE

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

3.7 METERING OF ELECTRIC USE

3.7.1 METER INSTALLATIONS

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

3.7.2 Meter Tampering

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

3.7.3 Meter Seals

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

3.7.4 METER TESTS

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

4 Customer Responsibilities and Obligations

4.1 CUSTOMER'S RESPONSIBILITY FOR VIOLATIONS OF RULES AND REGULATIONS

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

4.2 POINT OF DELIVERY

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

4.3 NOTICE OF TROUBLE

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

4.4 CUSTOMER'S WIRING

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

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

4.5 POWER FACTOR

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

4.6 UNBALANCED LOADS

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

4.7 NOTICE OF ADDITIONAL LOAD

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

4.8 EFFECT ON THE ELECTRIC SYSTEM

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

4.9 UNAUTHORIZED USE OR INTERFERENCE WITH ELECTRIC SUPPLY

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

4.10 ACCESS TO CUSTOMER'S PREMISES

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

4.11 CUSTOMER'S RESPONSIBILITY FOR DISTRIBUTOR'S PROPERTY

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

4.12 STANDBY AND RESALE SERVICE

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

5 Electric Rates and Billing

5.1 RATES AND CHANGES

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

5.2 BILLING ADJUSTED TO STANDARD PERIODS

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

5.3 BILLINGS

The Distributor elects a standard net payment period of fifteen (15) days for all classes of service after the date of the bill. . However, the City Manager is authorized to provide an extension of the discount date, not to exceed five days, when in the best interest of the

utility and when such extension is defined in a written policy, developed and available for inspection at the Utility Business Office.

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

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

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

5.4 UTILITY BILL

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

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

5.5 RESIDENTIAL CUSTOMER INFORMATION

The Distributor shall provide information on the following upon request:

1. The availability and operation of deferred payment plan;
2. The procedure to dispute a utility charge and/or an installment;
3. The procedure to avoid termination of utility service due to non-payment of utility charges and/or installments;
4. The procedure for tenants to avoid termination of utility service due to their landlord's non-payment of utility charges and/or installments; and
5. The procedure to obtain reinstatement of utility service.

6 Residential Customer Disputes

6.1 GENERAL APPLICABILITY

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

6.2 DISPUTE PROCEDURE

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

7 RESIDENTIAL RENTAL PROPERTY

7.1 GENERAL

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

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

7.2 NOTICE BY PROPERTY OWNER

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

7.3 NOTICE BY DISTRIBUTOR

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

Upon notification from a landlord of residential rental property that tenants are occupying rental units at the service address for which service termination is requested, the

Distributor will delay termination of utility service for three (3) days and serve notice to the tenant(s) by posting a notice on the premise in a conspicuous location.

The notice shall include the following:

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

8 DEFERRED PAYMENT PLAN

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

9 SERVICE TERMINATION PROCEDURE FOR NON-PAYMENT

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

9.1 TERMINATION NOTICE REQUIRED

If by the payment date shown on a utility bill or a deferred payment plan, the Distributor has not received complete payment of the amount(s) shown on the bill or the payment plan, the Distributor shall mail to, or personally serve upon the customer a notice of termination at least five (5) days after the payment date.

9.1.1 The notice contents

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

9.1.2 Customer Response to Notice

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

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

9.2 LIMITATION ON TERMINATION OF UTILITY SERVICE

The Distributor shall terminate utility service for nonpayment of utility charges and/or installments only during the hours of 8:00 a.m. to 5:00 p.m., Monday through Thursday. No terminations for non-payments shall be permitted on a legal holiday or on the day before a legal holiday as declared by the Distributor.

Service may not be terminated for non-payment of a bill except after affording the affected customer due process. Reasonable prior written notice shall be given before termination for non-payment.

9.3 REINSTATEMENT OF UTILITY SERVICES

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

10 Reconnection of Electric Power

10.1 RECONNECTION CHARGE (NON-PAYMENT ACCOUNTS)

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

10.2 CONNECTION AND RECONNECTION CHARGES

Whenever a customer requests that power be disconnected for routine maintenance or scheduled work, the Distributor will provide such services when practical during normal business hours for no charge. Such work done after the Distributor's normal operating

hours, or scheduled in such a way that they are not completed in normal operating hours will only be conducted at the full cost of the requesting party; providing however, that there shall be no charge in the event of connection in relation to emergency disconnections and connections.

11 TERMINATION OF SERVICE BY CUSTOMER

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

12 INFORMATION TO CUSTOMERS

Distributor shall reasonably inform customers about rates and services practice policies by making such information available upon application for service and at any other time upon request.

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

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

13 CITY MANAGER AUTHORIZED TO EXECUTE POWER CONTRACTS

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

**FINAL ADOPTION
OF
ORDINANCES**

COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM
10-106

DATE: December 20, 2010

TO: Mark S. Watson, City Manager

THROUGH: Kathryn Baldwin, Community Development Director



FROM: Kahla Gentry, Senior Planner 

SUBJECT: REZONING; PARCEL 1.01, MAP 100B, GROUP B AND A 30-FOOT WIDE PERIMETER STRIP AROUND PARCELS 3.00 & 4.00, MAP 100B, GROUP B ON FAIRBANKS ROAD.

An item for the City Council agenda is a request to rezone the parcel behind 601 Oak Ridge Turnpike (NucSafe office location) from UB-2, Unified General Business to B-2, General Business. Also requested is rezoning a 30-foot wide perimeter strip around the Fairbanks Plaza parcels from RG-1, Residential, Open Space and Reserved, to B-2 General Business. R&R Enterprises owns the property proposed for rezoning. The rezoning request is made in order to unify the zoning of the subject property. At their regular meeting on December 16, 2010, the Planning Commission voted 7-0 to recommend approval of the requested rezoning.

The requested rezoning is related to the abandonment of the S. Florida Avenue right-of-way and the resulting resubdivision of property to remove the right-of-way and combine the parcels that were formerly divided by the right-of-way. The Fairbanks Plaza property on the east side of the former right-of-way is zoned B-2, General Business, except for a 30-foot wide perimeter zoned RG-1.

The parcel on the west side of the former S. Florida Avenue right-of-way, behind the NucSafe offices located at 601 Oak Ridge Turnpike is currently zoned UB-2, General Business. Along the southern boundary of the parcel is a portion of the Ernie's Creek floodway and flood fringe. No development can occur within the floodway. This parcel will be combined with the Fairbanks Plaza property, that is primarily zoned B-2, General Business, with the removal of the S. Florida Avenue right-of-way.

Without any action to change zoning, the new parcel being created by the abandonment of the S. Florida Avenue right-of-way would be zoned three ways, B-2, UB-2 and RG-1. The requested rezoning will unify the zoning into one district, B-2, General Business. The requested rezoning will not require any amendment to the Land Use Plan, which designates the subject property as B, General Business. The property proposed for rezoning is located near the intersection of Fairbanks Road, an arterial road, and the Oak Ridge Turnpike. The area is commercial in character with property located north, east and west zoned B-2, General Business, with the exception of the NucSafe office building, which is zoned UB-2 General Business. South of the subject property is Jefferson Middle School, which is buffered from the commercial development along the Turnpike and Fairbanks Road by a Greenbelt area.

Staff recommends approval of the requested rezoning finding the proposed B-2 zoning in compliance with the Land Use Plan, contiguous to other property zoned B-2, and finding the subject property located in an established commercial area, primarily zoned B-2, General Business. In addition, the proposed rezoning will unify the zoning of the Fairbanks Plaza property.

City Manager's Comments:

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

 12-23-10
Mark S. Watson, City Manager Date

Staff Review of Rezoning Request

Location & Approximate Area: Located on Fairbanks Avenue and S. Florida Avenue (right-of-way being abandoned) Parcel 585.07, Block 18CG or Tax Map No. 100B, Group B, Parcel 1.01, approx 2.518 acres; portion of Parcel 506 and 516, Block 18CH or Tax Map No. 100B, Group B, Parcels 3.00 and 4.00. Area to be rezoned is a 30-foot wide perimeter strip.

Date: December 1, 2010

Owner: R&R Enterprises
575 Oak Ridge Turnpike
Oak Ridge, TN 37830

Request Rezoning:

Rezone Parcel 1.01, Control Map 100B, Group B, approx. 2.518 acres from UB-2, Unified General Business to B-2, General Business. Portion of Parcel is within Flood Fringe and Floodway for Ernie's Creek.

Rezone 30-foot wide strip surrounding Parcels 3.00 & 4.00, Control Map 100 B, Group B from RG-1, Residential, Open Space and Reserved to B-2, General Business.

Site Characteristics:

Parcel 100B B 1.01 is vacant and undeveloped. It is located behind NucSafe, 601 Oak Ridge Turnpike. Most of the parcel is wooded with some cleared area on the north side. Ernie's Creek runs through the property along the southern boundary and there is Floodway and Flood Fringe area on the property related to Ernie's Creek.

The 30-foot wide perimeter strip around Parcels 3.00 and 4.00, Map 100B, Group B is part of the commercially developed Fairbanks Plaza. There are four multi-tenant commercial buildings on the property.

Adjacent Land Uses & Zoning:

- North: Office buildings zoned UB-2 and B-2, with partial P, Parking and UB-2 strip along Oak Ridge Turnpike.
- West: Home Depot zoned B-2
- South: Natural area zoned G, Greenbelt
- East: C&D Tire, office building zoned B-2 with RG-1 strip along Fairbanks Road.

Previous Rezoning Requests: September 1969 – Parcels 3.00 and 4.00 rezoned from IND-Industrial to B-2 with a 30-foot strip on all four sides rezoned to G, Greenbelt (Greenbelt changed to RG-1 by City in January 1978).

January 2004 - Parcel 1.01 rezoned from IND-1 to UB-2

Background:

Purpose: The properties are being combined as a result of abandoning the S. Florida Avenue right-of-way. The owner is requesting the rezoning in order to unify the zoning of the subject property instead of having multiple zoning districts.

Conformity with 1988 Comprehensive Plan:

- a. Land Use Plan: The Land Use Plan designates the area proposed for rezoning as B, General Business.
- b. Applicable Policies:

Policy L-7: To the extent possible, commercial development which is located along Oak Ridge's arterial streets will be in unified centers with shared access to those roadways.

Policy L-8: The City will promote the location of intensively-designed retail, service, office, hotel, multiple-family residential, and civic activities in the Turnpike-Illinois-Rutgers vicinity and in the Jackson Square - Jackson Plaza vicinity while allowing appropriately located and designed neighborhood shopping centers.

Policy L-11: The City will locate new industrial and office areas and enforce site design standards to ensure that residential neighborhoods are protected from the adverse effects of those activities.

Policy L-20: The City will continue to protect and preserve the functional and aesthetic features of its floodplains, drainage ways, and river shorelines.

Analysis:

The following criteria were used to evaluate the rezoning request.

- 1) **Is the proposed zoning district consistent with the City's Comprehensive Plan?**
The proposed zoning district is consistent with the General Business land use designation and general policies within the Comprehensive Plan as listed above.
- 2) **Are there substantial changes in the character of development in or near the area under consideration that support the proposed rezoning.**
The area has been commercially developed for many years with no substantial changes in the character of the area. The most recent development has been the C&D Tire store on the east side of the property. The proposed zoning is consistent with the established zoning and uses in the area.
- 3) **Is the character of the area suitable for the uses permitted in the proposed zoning district and is the proposed zoning district compatible with surrounding zoning and uses?**
Yes. This is an established commercial area fronting on an arterial road near an intersection with the Oak Ridge Turnpike(SR 95).

4) Will the proposed rezoning create an isolated district unrelated to adjacent and nearby districts?

No, the requested zoning district is B-2. Properties located north, east and west of the subject properties are also zoned B-2.

5) Are public facilities and services adequate to accommodate the proposed zoning district?

Public utilities and road capacity are adequate.

6) Would the requested rezoning have environmental impacts?

The largest area proposed for rezoning, Parcel 1.01, approximately 2.5 acres, already has a commercial zoning designation, UB-2. Changing the zoning from UB-2 to B-2 will have little, if any effect on the environmental impact of potential development. The area zoned RG-1 proposed for B-2 zoning has already been incorporated into the Fairbanks Plaza development. Rezoning to B-2 is not seen as having any environmental impact.

Neighborhood Position: No comments have been received as of December 20, 2010

Landscaping/Buffering requirements: If new construction takes place, at least 20% of the site must remain in green space. A landscaped area between the parking lot and the front lot lines is required. No grading or development is permitted within the Floodway. The minimum floor elevation for a building on Parcel 1.01 is one foot above base flood elevation.

Notification of Property Owners Within 200': December 2, 2010

Rezoning signs posted: December 2, 2010

Conclusion and Planning Staff Recommendation: Staff recommends approval of the rezoning request. The requested rezoning will unify the zoning of the property owned by R&R Enterprises that is being combined into two parcels with the removal of the S. Florida Avenue right-of-way. The rezoning is compatible with existing zoning and uses in the area and is consistent with the City's Land Use Plan.

Planning Commission Recommendation: December 16, 2010: Recommended approving the requested rezoning by a vote of 7-0.

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2, TITLED "THE ZONING ORDINANCE OF THE CITY OF OAK RIDGE, TENNESSEE," BY AMENDING THE ZONING MAP WHICH IS MADE A PART OF THE ORDINANCE BY CHANGING THE ZONING DISTRICT OF PARCEL 1.01, MAP 100B, GROUP B, FROM UB-2, UNIFIED GENERAL BUSINESS TO B-2, GENERAL BUSINESS, AND A THIRTY-FOOT WIDE STRIP SURROUNDING PARCELS 3.00 AND 4.00, MAP 100B, GROUP B, FROM RG-1, RESIDENTIAL, OPEN SPACE AND RESERVED TO B-2, GENERAL BUSINESS.

WHEREAS, the following change has been submitted for approval or disapproval to the Oak Ridge Municipal Planning Commission and the Commission has approved the same; and

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

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

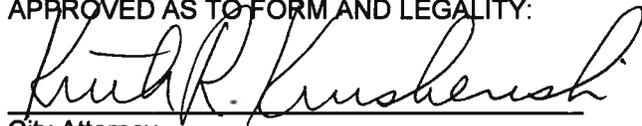
Section 1. The district boundaries of the zoning map attached to and made a part of Ordinance No. 2, as amended, are revised in the following particulars:

<u>Property Description</u>	<u>Location</u>	<u>Present Zoning District</u>	<u>New Zoning District</u>
Parcel 1.01, Map 100B, Group B (approx. 2.518 acres)	Behind 601 Oak Ridge Turnpike	UB-2, Unified General Business	B-2, General Business
Parcels 3.00 and 4.00, Map 100B, Group B	Fairbanks Avenue near the intersection with the Oak Ridge Turnpike	RG-1, Residential, Open Space and Reserved	B-2, General Business

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

Section 3. This ordinance shall become effective ten (10) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



 City Attorney

 Mayor

 City Clerk

Public Hearing: 1/10/11
 First Reading: 1/10/11
 Publication Date: 1/18/11
 Second Reading: _____
 Publication Date: _____
 Effective Date: _____

ELECTIONS

**TRAFFIC SAFETY
ADVISORY
BOARD**

(PLANNING COMMISSION REPRESENTATIVE)

RECEIVED

2011 JAN 24 PM 2:42

COMMUNITY DEVELOPMENT MEMORANDUM OF THE CITY CLERK
11-03

DATE: January 24, 2011
TO: Donna Patterson, City Clerk
FROM: Kahla Gentry, Senior Planner
SUBJECT: **Planning Commission Nomination for Traffic Safety Advisory Board**

At their regular meeting on January 20, 2011, the Oak Ridge Municipal Planning Commission voted unanimously to recommend Jane Shelton as the Planning Commission representative to serve on the Traffic Safety Advisory Board.



RECEIVED
OFFICE OF CITY CLERK

92 JUN 17 PM 2 42

Jane L. Shelton
1029 West Outer Drive
Oak Ridge, Tennessee 37830

June 17, 1992

Oak Ridge City Council
PO Box 1
Oak Ridge, Tennessee 37831-0001

Dear Council Member:

I am pleased to submit my name for consideration as a member of the Oak Ridge Regional Planning Commission. I am active in numerous community organizations with a particular interest in historic preservation and city development. My community involvement has enabled me to develop skills in leadership and team building.

In 1991, the Tennessee State Historical Commission named Oak Ridge to the National Register for Historic Places. Much of the information used in our presentation to the State was compiled from my research on Oak Ridge. This research included an in depth study of the Skidmore, Owens, and Merrill 1946 Master Plan for the City. I chaired the committee which identified over 4000 original Manhattan Project Era Buildings. About 10% of those buildings were surveyed for originality by completing the State's Historical and Architectural Inventory. In addition, I have written the narrative for five of the City's new historical markers, originated three city tours, and designed two accompanying brochures. I have gained extensive knowledge of Oak Ridge's physical development from these activities.

Oak Ridge's uniqueness is one of our most marketable attributes. With careful planning, we can be a community ready to meet the challenges of the Twenty-first Century while preserving the special character of our community. I have a keen interest in Oak Ridge and a desire to serve. Please consider me for a position on the Commission. I would be happy to answer any questions or to provide additional information.

Sincerely,



Jane L. Shelton

attachments

NOTICE
OF
ELECTIONS

CITY CLERK MEMORANDUM

11-01

DATE: February 4, 2011

TO: Honorable Mayor and Members of City Council

FROM: Donna L. Patterson, City Clerk

SUBJECT: ELECTIONS – March 7, 2011

The following elections are scheduled for the March 7, 2011 City Council meeting:

Board of Electrical Examiners

On March 10, 2011, two (2) seats will become vacant on the Board of Electrical Examiners due to normal expiration of term. There are no special qualifications for these seats. The incumbents are Jason Brian Boyd and Joe McCarty. Both have agreed to serve again if Council so desires.

Highland View Redevelopment Advisory Board

On March 31, 2011, two (2) additional seats will become vacant on the Highland View Redevelopment Advisory Board. These seats are designated for residents of the Highland View neighborhood. The term of office is three years. The incumbents are Sharon Crane and J.W. Moore, Jr. and both have agreed to serve again if Council so desires. In addition, one (1) seat remains vacant and is designated for either a social services representative or a realtor; however, if no individual meeting these criteria apply, the Council may appoint a person who does not possess such qualifications. This seat is for an unexpired term of office ending March 31, 2013. As of this date, there are no candidates for this position.

Oak Ridge Recreation and Parks Advisory Board

Nine (9) members are needed for the proposed Oak Ridge Recreation and Parks Advisory Board which is scheduled for approval at the February 14, 2011 meeting. This board is established for the purpose of providing recommendations and direction to City Council on the development of a high quality, interconnected parks system.

The terms of office for this board will be three (3) year staggered terms. In order to accomplish staggered terms, the initial membership is created as follows:

- Three (3) members will serve through December 31, 2014.
- Three (3) members will serve through December 31, 2013.
- Three (3) members will serve through December 31, 2012.

Board of Plumbing Examiners

On March 10, 2011, two (2) additions seats will become vacant on the Board of Plumbing Examiners due to normal expiration of term. There are no special qualifications for these seats. A letter has been sent to incumbent Danny Scott and he has agreed to serve again if Council so desires. One (1) vacancy remains on the Board of Plumbing Examiners due to resignation of Mr. Gary M. Adkins. There are no special

qualifications for this seat and as of this date, there are no candidates. This unexpired term of office will end on March 10, 2012. In the event the Trade Licensing Board is created by Council, these vacancies will not be filled.

Trade Licensing Board

Seven (7) members are needed for the proposed Trade Licensing Board which is scheduled for final adoption at the March 7, 2011 meeting. This board combines the responsibilities of the Board of Electrical Examiners and Board of Plumbing Examiners.

The terms of office for this board will be three (3) year staggered terms. In order to accomplish staggered terms, the initial membership is created as follows:

- Three (3) members will serve through December 31, 2014: One (1) of whom shall be an electrician holding a current and valid Class I or II electrical license from the City and one (1) of whom shall be a plumber holding a current and valid plumber's license from the City and one (1) member at large.
- Two (2) members will serve through December 31, 2013: One (1) of whom shall be an electrician holding a current and valid Class I or II electrical license from the City and one (1) of whom shall be a plumber holding a current and valid plumber's license from the City.
- Two (2) members at large will serve through December 31, 2012; there are no special qualifications for these seats.

Traffic Safety Advisory Board

Two (2) seats remain vacant on the Traffic Safety Advisory Board. One (1) seat is designated for an Oak Ridge High School student to serve an unexpired term of office ending May 31, 2011. The other seat is to serve an unexpired term of office ending November 29, 2013. As of this date, there are no new candidates for either the student seat or the regular seat.

Deadline for Filing

The deadline for filing is 5:00 p.m. on Friday, February 25, 2011.


City Clerk

**SUMMARY
OF
CURRENT EVENTS**

CITY COUNCIL MEMORANDUM
11-10

DATE: February 4, 2011
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CITY MANAGER'S REPORT

I. **Grant to Promote the Oak Ridge Farmers Market**

Council Action Recommended: None, for information only.

The East Tennessee Farmers Association for Retail Marketing (East Tennessee FARM) recently received notification that its grant application to the Tennessee Department of Agriculture was approved in the amount of \$2,500 to promote the Oak Ridge Farmers Market adjacent to Jackson Square. The East Tennessee FARM is a non-profit organization that works with area farmers markets to promote their local markets. The grant will help pay for advertisements, signage, and printed bags for the Oak Ridge Farmers Market, which opens on Saturday, April 16, 2011. The award is the maximum awarded under this year's program.

A requirement of the program is that the local government in the jurisdiction of the farmers market serve as the official Grantee. City staff has worked with the East Tennessee FARM for several years to secure funding, and is pleased to work with the organization again this year to increase the public's awareness of the Oak Ridge Farmers Market. Strict reporting requirements are implemented to ensure that funds are applied to approved activities. Additional information about the Oak Ridge Farmers Market is available at www.easttnfarmmarkets.org.

II. **Council's Night Out Community Event**

Council Action Recommended: None, for information only

The next City Council's "Night Out" event is scheduled for **Monday, March 28, 2011 from 6:00 to 8:00 p.m.** at Glenwood Baptist Church, 200 S. Alabama Road. The event will be advertised on the City's website, area newspapers, and on the Channel 12 community calendar. Post card invitations will be sent to residents in the surrounding neighborhoods. Additional information will be sent out as the date approaches.

III. **State Certification of Water Plant Laboratory**

Council Action Recommended: None, for information only.

The City acquired the Water Treatment Plant inside the Y-12 facility in 2000. At that time, the plant laboratory was not certified to perform the many required bacteriological (bactee) tests. Staff used the Knoxville Utility Board lab to perform these tests. This arrangement has work satisfactorily since that time.

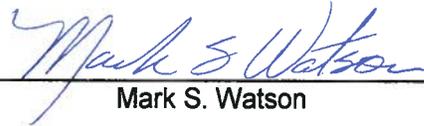
In 2008, plant and facility maintenance staff began to explore the possibility of obtaining certification of our own lab. As time permitted, the lab was renovated and made ready for operation. This work was completed in mid-2010 and the certification process through TDEC was initiated. In January of this year, the State certified our lab and we began running all our bactee analyses at our plant on February 1. This will eliminate the need for samples to be transported to the KUB lab located in downtown Knoxville,

saving travel time and vehicle miles. All the licensed operators at the plant are trained and able to perform these critical tests.

IV. Introduction of the New City Website

Council Action Recommended: None, for information only.

On February 14, 2011, the City will introduce the new City of Oak Ridge website. City Staff has been working with the consultant, z11 communications of Oak Ridge, to re-design the site. At this time, the homepage and various other pages have been re-designed and are complete. Certain departmental pages and other pages are being re-designed over the next few months.

A handwritten signature in blue ink that reads "Mark S. Watson". The signature is written in a cursive style and is positioned above a horizontal line.

Mark S. Watson