

OAK RIDGE CITY COUNCIL
WORK SESSION

Municipal Building Courtroom

Tuesday, March 22, 2016
6:00 pm

AGENDA

1. Discussion and review of the response to the City of Oak Ridge's letter of December 1, 2015 concerning proposed DOE waste disposal facility, presented by Susan Cange, Manager of the Oak Ridge Office of Environmental Management.
2. Update and review of the City of Oak Ridge contract with DOE for water treatment and water distribution services and need for special meeting prior to March 31, 2016.
3. Discussion, plan and update regarding the Barge Waggoner Sumner & Cannon report on the cost of the 8th Lane rowing venue at Melton Lake.
4. City Council discussion and review of DOE travel and hosting memorandum from the DOE complex and identifying any further questions – perspective from the Convention and Visitors Bureau Executive Director Mark DeRose.
5. Updates:
 - a. Chicken ordinance (Knoxville) and path forward
 - b. Extreme Energy Makeover grant status
 - c. Nuclear Regulatory Commission meeting in Oak Ridge on April 12, 2016 concerning the Small Modular Reactor (SMR)
 - d. Budget and Finance Committee Schedule
 - e. Secret City Festival of Oak Ridge board status

CITY OF
OAK RIDGE



OFFICE OF THE MAYOR

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

December 1, 2015

Ms. Susan M. Cange
Manager - Oak Ridge Office of Environmental Management
Oak Ridge Operations
U.S. Department of Energy
P. O. Box 2001
Oak Ridge, Tennessee 37831

Dear Ms. Cange:

On behalf of the City of Oak Ridge, I wish to submit the attached statement and inquiry about the Department of Energy Environmental Management proposed Disposal Facility. The attached document has been approved for transmittal by the Oak Ridge City Council action on November 16, 2015.

The City of Oak Ridge recognizes the needs and mission of the local DOE Environmental Management Division associated with dismantling major facilities and disposing of the associated waste. As the affected community, we have provided the attached inquiry for your review and written response to ensure appropriate background response to our citizenry.

If the City can provide any further clarification on these comments, please do not hesitate to contact the City Manager's office.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Warren L. Gooch".

Warren L. Gooch
Mayor

Attachment

cc: Mark S. Watson, City Manager



City of Oak Ridge Comments on the U.S. Department of Energy Proposed Environmental Management Disposal Facility

November 16, 2015

The City of Oak Ridge understands that the U.S. Department of Energy (DOE), the U.S. Environmental Protection Agency (EPA), and the Tennessee Department of Environment and Conservation (TDEC) are parties to a Federal Facilities Agreement (FFA), which sets forth schedules and enforceable milestones for the completion of cleanup work on, and related to the DOE's Oak Ridge Reservation (ORR). To meet the current FFA schedule, DOE has determined that a decision to construct a second low-level nuclear waste facility on the ORR in Oak Ridge must be made in early 2016. The proposed second facility is being referred to as the Environmental Management Disposal Facility (EMDF).

For the previous decade, the DOE has concentrated on the elimination of contaminated and dilapidated structures associated with the K-25 Building campus, including K-25 which was one of the largest buildings in the world and required total demolition. Ongoing efforts continue to reclaim this major brownfield site. The existing landfill, the Environmental Management Waste Management Facility (EMWMF) is anticipated to contain the full amount of low level radioactive debris and soil generated from the K-25 site.

To ensure capacity for the waste anticipated from future environmental cleanup, DOE is proposing to establish an additional landfill with capacity for an additional 2.5 million cubic yards of cleanup waste, to be located adjacent to the existing site and on the Oak Ridge Reservation.

The ORR was designated a National Priorities List Superfund site in 1989 pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). While most federal construction projects require a comprehensive analysis pursuant to the National Environmental Policy Act (NEPA), a DOE policy established in 1994 allows NEPA values to be incorporated into CERCLA-related projects in order to streamline analyses and expedite cleanup activities.¹ Thus, the decision making process for the proposed EMDF follows the same CERCLA process as in 1999 when the EMWMF was approved. The nine CERCLA criteria to be evaluated by the FFA parties are:

- Overall protection of human health and the environment;
- Compliance with Applicable or Relevant and Appropriate Requirements (ARARs);
- Long-term effectiveness and permanence;
- Reduction of toxicity, mobility, or volume;
- Short-term effectiveness;
- Implementability;
- Cost;

¹ *Secretarial Policy Statement on the National Environmental Policy Act*. The Secretary of Energy, Washington, DC. June 13, 1994.

- State acceptance; and
- Community acceptance.

As this new site is considered, the City submits the following comments regarding the proposed waste facility in order to provide a community perspective and early input to the FFA parties at this stage in the decision making process. Additional comments will be submitted as the process proceeds and the City of Oak Ridge would reserve the right to do so as further information and data are provided from state and federal agencies reviewing the siting process as parties to the Federal Facilities Agreement (FFA), to which the City of Oak Ridge is not a party.

City officials cannot support construction of a second nuclear waste facility without the FFA parties adequately addressing issues and concerns as described in the comments below. The City requests written responses to the comments in a timely manner in order to allow for review and response prior to DOE's release of its Proposed Plan, currently scheduled for January 15, 2016. The City also requests meetings with senior DOE management to discuss in greater depth these community concerns about the proposed facility.

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1. In July 2014, the City of Oak Ridge contracted with the consultants, The Ferguson Group of Washington D.C., to develop a Community Impact Assessment of the DOE's proposed Environmental Management Disposal Facility (EMDF). The City was particularly concerned with impacts of the proposed landfill on the community. The consulting team gathered community input at several public meetings in Oak Ridge, and solicited information from DOE and contractor officials, TDEC, local government officials, and members of the public. In addition, the consulting team analyzed DOE's technical documents related to the proposed EMDF, as well as the detailed comments submitted to DOE by TDEC and the U.S. Environmental Protection Agency (EPA) about the DOE's proposed landfill plan. The Community Impact Assessment was finalized in September 2015. **The City urges DOE, EPA and TDEC to review the full assessment and requests specific response to the City regarding the recommendations contained within the Ferguson report.**
 2. Local concerns raised in the community assessment about the proposal EMDF include:
 - The site-selection process is confusing. Siting criteria differ from those normally used by DOE and the Nuclear Regulatory Commission (NRC). For instance, the proposed site would not qualify under NRC standards and processes for siting of a low-level radioactive waste facility. The proposed site is 650 yards (about 550 meters) from the DOE boundary and the nearest resident (on a large tract accessed from the unpaved part of Tuskegee Drive) is just 1.3 km away, differing from the 2 km NRC minimum. (Scarboro residential community is 2.1 km away). **Further clarity, response and assurance is requested to address proximity of residents.**
 - The proposed site is physically and geologically complex, and doesn't qualify under TDEC criteria that require separation from groundwater sources. **Detailed summary of these protection measures are requested.**
 - Concerns about long-term integrity of the proposed engineering measures to divert groundwater and surface water. **Please explain.**

- DOE cost estimates for offsite disposal are based on what DOE is currently paying at the Western United States private facilities, but prices might be less if DOE were to dispose of larger amounts of waste with lower levels of radioactivity in eligible regional landfills. **Also, the cost estimates for landfill construction and operation cover only 5 out of the 6 waste cells.**
 - DOE proposes to put mercury waste from Y-12 into this landfill, but RCRA land disposal restrictions don't normally allow mercury to be disposed in RCRA-licensed hazardous waste landfills. **Please clearly identify intent to use or not use the proposed landfill for mercury disposal.**
 - Landfill management, performance and efficiencies related to the existing landfill are essential to the community. DOE must efficiently use the capacity of the existing landfill and a proposed landfill – Instances may have occurred where waste didn't need to be handled as radioactive waste. For instance, clean soil has been used to fill void spaces instead of breaking up the debris for more efficient disposal. **Please identify management practices that will be used as “lessons learned” from management of the existing landfill.**
 - The association with long term nuclear activities and radioactive waste has had challenging economic impacts and public image effects on the community. This potentially impacts current and future property values and continued Oak Ridge economic growth. The proposed site for the EMDF is in the Southwest Quadrant, which is one of the few remaining areas of the city suitable for future development. Quantifying how the proposed landfill may adversely impact the community's competitive ability to attract new residents, including young families, should be addressed. **The City of Oak Ridge suggests that a continuous public information program be provided by the DOE Environmental Management Division or its successor for regional understanding and clarification of landfill impacts and information.**
3. The City of Oak Ridge expresses strong concern for the immediate availability of federal funding for corrections and repairs to future unanticipated hazardous material events. Noting the re-mining costs of similar facilities in Ohio, available funding for a similar effort is not available in the existing maintenance fund. The Federal government is going through a continuous downsizing of domestic agenda items in the federal budget. Major funds must be available for re-mining costs or repairs without impacting the current missions. Private waste sites licensed by the NRC are required to put more money into long-term care funds such as financial assurance bonds than DOE has paid into the perpetual care maintenance trust fund for the existing nuclear waste landfill (presently at \$15M). The existing trust fund was required by, and is managed by the State of Tennessee. It is unclear where funds would come from should a substantial breach or other emergency arise related to the existing landfill that exceeds existing funding levels. There is no mention of additional financial assurance requirements in the existing draft documents. **The City of Oak Ridge strongly suggests that a continued contribution to the perpetual trust account on this project be mandated at a contribution of \$1M per year until the fund reaches an amount of at least \$50M as administered by the current FFA.**
4. **The proposed EMDF provides an enormous benefit to the taxpayers of United States if debris remains perpetually in Oak Ridge, Tennessee.** The documents reviewed to date do not provide a detailed cost/benefit analysis or a

life cycle cost analysis that quantifies the community costs associated with permanent waste disposal. This decision will necessitate a permanent land use restriction and a perpetual commitment to maintenance and oversight of the facility. The City of Oak Ridge receives a Payment in Lieu of Taxes (PILT) at an agricultural value for the financial support of the DOE Reservation. However, our city services must be at a level of response and training that is greater than most small-city capacities when called for service. **As part of the hosting of this site, financial compensation to the community for this EMDF site should be substantially adjusted and increased representing a new value per acre for the City and Anderson County.**

Most private waste disposal sites, for example, provide direct financial benefits to the host communities and such should be provided for the EMDF site. Near-term jobs associated with on-site disposal could be offset by opportunity costs stemming from prospective employers not wanting to invest near a low level nuclear waste landfill. Conversely, there are several existing Oak Ridge companies which could benefit by assisting DOE and its contractors with implementation of alternative waste disposal options, including offsite disposal at other federally owned or commercial sites where the climate is comparatively dry.²

5. The Department of Energy has noted consistent change in the federal employees and contractors for the environmental cleanup projects on the DOE Reservation. In the late 1990s, the City was urged to participate in the Partners for Progress program which was to convert the large K-25 brownfield site into active industrial redevelopment. The City of Oak Ridge has made substantial capital utility investment into the area and is still waiting for completion of sufficient cleanup to allow full and active reindustrialization through the transfer of land and replacement of utility infrastructure. A recent Technetium release into the City's sewer system demonstrates the need for completion of the site cleanup project, including underground infrastructure.

The City of Oak Ridge is ready for the K-25 redevelopment area to be completed. With the advent of a new General Aviation airport in the 2018 timeframe, it is time to get the job done, so redevelopment can occur. The City is informed that the existing EMWMF Landfill is for purposes of the K-25 complex. **The City of Oak Ridge strongly suggests that a Memorandum of Understanding be signed between the DOE and the City of Oak Ridge that addresses annual benchmarks and an annual financial commitment in the Environmental Management budget dedicated to the progress toward complete redevelopment of the K-25 site prior to the opening of the proposed EMDF.**

6. The existing landfill and proposed landfill are required to keep records on all material being placed in the landfill. The City of Oak Ridge as a non-party in the FFA group, believes transparency is needed regarding the material permanently committed to lands within the Oak Ridge city limits. Accordingly, DOE should make an annual report to the community on waste disposal in the existing and proposed landfills.

² See <https://www.emcbc.doe.gov/SEB/EM%20Nationwide%20IDIQ%20%28COP%29/index.php> and <https://www.emcbc.doe.gov/About/PrimeContracts>

The City, in conjunction with many partners, has worked diligently on a path to attract new businesses, develop competitive housing opportunities, and maintain excellent schools and a quality environment for a new generation of residents. But a number of socioeconomic challenges remain. Many of these challenges were identified in a 2003 comprehensive analysis of the community's efforts to achieve financial self-sufficiency pursuant to the Atomic Energy Community Act of 1955. The analysis pointed out a number of factors adversely impacting the City's ability to achieve self-sufficiency. These include: insufficient and aging infrastructure; high local tax rates; extensive federal ownership of land; aging and limited housing stock; a poor environmental image that impeded development; and the fact that most DOE employees lived elsewhere, which still occurs to this day. As a result of this analysis, in 2004, U.S. Senators Bill Frist and Lamar Alexander wrote to the Secretary of Energy, acknowledging that the previous self-sufficiency agreement had not been fully realized. They urged DOE to develop "a viable self-sufficiency plan that may include the transfer of lands identified in the 1985 agreement that have not yet been transferred, the resumption of special assistance payments, or other proposals developed by the Department." The City respectfully requests a response to this letter, as the proposed landfill project has the potential to exacerbate the City's self-sufficiency problems.

In closing, the City of Oak Ridge thanks the Department of Energy for the opportunity to comment on the proposed EMDF landfill. The City of Oak Ridge understands the national, statewide, countywide and local impacts of this important proposal. The City of Oak Ridge supports safe and responsible environmental management on the Oak Ridge Reservation. With proper protections in place and educated public understanding, the needs of the Department of Energy and the adjacent community can be met in a government to government partnership for many years to come.

CITY OF
OAK RIDGE



Office of the City Manager

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

March 8, 2016

Mr. Don F. Thress, Jr.
Acting Manager
Oak Ridge Office
U. S. Department of Energy
P. O. Box 2001
Oak Ridge, TN 37831

Mr. John Shewairy
Acting Deputy Manager
Oak Ridge Office
U. S. Department of Energy
P. O. Box 2001
Oak Ridge, TN 37831

Dear Mr. Thress and Mr. Shewairy:

Renewal of Water Contract DE-AC05-00OR22777

In December 2015, the City Council voted to extend the existing contract with the U. S. Department of Energy (DOE) for water services associated with the complex. At that time, a 90-day extension was projected to allow time for completion of final wording. Since that time there have been several City/DOE team negotiating sessions. On March 1, 2016, the City received a new proposal from Trae Crowder, DOE Contracting Officer, with a number of changes that pose significant challenges to the City of Oak Ridge.

I am openly expressing my concern for the ability of the City as your water services provider to meet the needs of DOE for reliable, cost-effective services. There are many challenges in operating a common water treatment facility including the physical state of the raw water intake system and water treatment plant, as well as the financial impacts to both the City and the DOE. The City of Oak Ridge believes an additional fundamental review of the systems is necessary for the safety of the community and the provision of the DOE and NNSA mission.

Finding us unable to have many of the answers needed for charting a future course for water services in Oak Ridge, the City of Oak Ridge requests your concurrence in extending the existing contract for a period of 18 months beginning April 1, 2016. I am able to take this matter to the City Council for action on March 14, 2016 with your concurrence.

Kindest regards,

A handwritten signature in black ink that reads "Mark S. Watson".

Mark S. Watson
City Manager

cc: Mayor and Members of City Council
Kenneth R. Krushenski, City Attorney
Janice McGinnis, Finance Director

CITY COUNCIL MEMORANDUM
15-49

DATE: December 8, 2015
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson
SUBJECT: DEPARTMENT OF ENERGY WATER SERVICES CONTRACT MODIFICATIONS

Introduction

The accompanying resolution modifies the current water services contract between the City and the United States Department of Energy (DOE) to set forth a new annual potable water rate and other necessary modifications.

Background

At the November 2015 City Council meeting, the expiration of the current contract between the City and DOE was extended from December 31, 2015 to March 31, 2016. It was indicated at that time that further negotiations were ongoing and the extension would provide sufficient time to bring those negotiations to a close. This item proposes modifications to the recently extended contract.

On April 30, 2014, DOE ended their use of raw river water to supplement East Fork Polar Creek. The flow augmentation was ended as part of the State NPDES discharge permit renewal in 2014. DOE had been paying a fixed rate for this raw water, and with the end of their use, they sought to end payment of the agreed amount. While it was acknowledged that much of the raw water rate paid was for a service DOE no longer needed or used, there was a small component of the raw water rate that was intended to cover approximately 3.5% of the potable (or finished) water cost included in the contract. This equated to \$206,079 annually and DOE has continued to pay this in their monthly bill.

The proposed contract modification adjusts the current rate for potable water to DOE to reflect this additional amount resulting in a new annual potable water rate of \$2,281,079 through the remaining duration of the current contract. It also eliminates the raw water component of the contract back-dated starting May 1, 2014 primarily for contract completeness and accuracy.

As currently worded, the contract with DOE provides for the pro-rata payment by DOE of any major capital improvements at the plant. This equates to 53.5% of any improvements and was determined based on their historical percentage use of the potable water produced at the plant.

With the end of the raw water flow and subsequent revenue loss to the City, DOE recognized this as such and offered to compensate the City for its losses. In order to stay within numerous federal contracting regulations and guidelines it was mutually agreed this compensation should be in the area of an increased contribution by DOE toward an important capital improvement. There is language proposed in this contract modification to reflect a 100% contribution toward a specific project, discussed below.

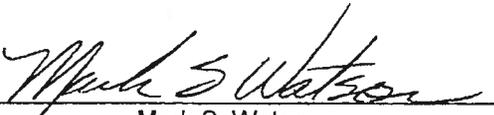
The project mentioned above is known as the Chemical Feed Building. Presently, the City uses gaseous chlorine to disinfect the drinking water. While safe and proper handling can greatly reduce the hazards, there are ever increasing regulations regarding the handling and storage of gaseous chlorine. Several years ago the city began a design to construct a new building and install equipment to store, handle, and feed liquid sodium hypochlorite thus eliminating the hazards and regulations associated with gaseous chlorine. Funding constraints caused the staff to stop the design short of completion.

It is this project that DOE has offered to assist the City in seeing to completion. The proposed modification provides for an immediate payment of \$25,000 to the City to complete the project design and prepare a final cost estimate prior to soliciting bids. Once construction bids have been received a follow-up modification will be developed approving the payment to the City of the bid amount along with any additional engineering and inspection fees associated with the construction. At this time, the estimated construction cost is \$925,000. As with any contract, the construction contract and the accompany DOE contract modification will be presented for City Council approval at a later date.

It is important to note that negotiations are ongoing for yet another modification to the contract, that being the development of a new potable water rate and long-term extension. These negotiations are continuing and staff expects to bring a modification document forward for Council consideration and approval prior to the expiration of the current contract, March 31, 2016.

Recommendation

Staff recommends approval of the accompany resolution.



Mark S. Watson

Attachments

RESOLUTION

A RESOLUTION TO MODIFY THE CURRENT WATER SERVICES CONTRACT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE) TO SET FORTH A NEW ANNUAL POTABLE WATER RATE AND OTHER NECESSARY MODIFICATIONS.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City, and the transfer documents included a water services contract whereby DOE purchases water from the City; and

WHEREAS, the water services contract had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months, which extension DOE exercised; and

WHEREAS, by Resolutions 10-98-10, 6-46-11, 5-34-2012, 9-69-2012, and 11-132-2015, City Council amended the water services contract to provide for additional extensions through March 31, 2016; and

WHEREAS, the City and DOE desire to modify the existing water services contract to set forth a new annual potable water rate of \$2,281,079 through the end of the current contract term and to remove the raw water component of contract retroactive to May 1, 2014; and

WHEREAS, additionally, the parties desire to modify the contract to set forth a requirement for DOE to provide a 100% contribution toward a specific improvement project (Chemical Feed Building) instead of continuing the pro-rata payment by DOE (equating to 53.5%) for any improvements; and

WHEREAS, DOE has agreed to provide an immediate \$25,000.00 payment for completion of the design of the Chemical Feed Building, with the intent to pay for the construction costs of the project (which will be part of a future contract modification once bids are received); and

WHEREAS, the City Manager recommends approval of the water services contract modification.

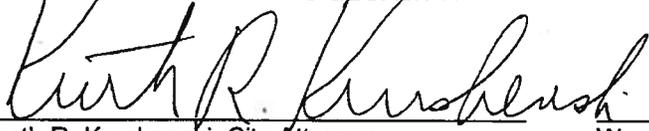
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the City is hereby authorized to enter into the necessary legal documents to modify the water services contract between the City and United States Department of Energy (DOE) as set forth above.

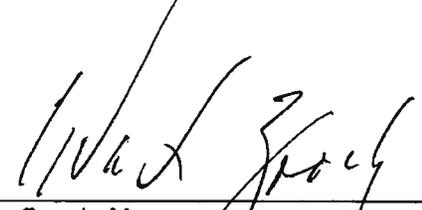
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 14th day of December 2015.

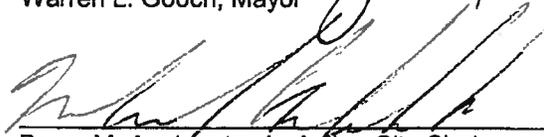
APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Bruce M. Applegate, Jr. Acting City Clerk

RESOLUTION

A RESOLUTION TO EXTEND THE CURRENT WATER SERVICES CONTRACT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE) THROUGH MARCH 31, 2016.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City; and

WHEREAS, the transfer documents included a water services contract whereby DOE purchases water from the City; and

WHEREAS, the water services contract had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months; and

WHEREAS, DOE exercised its option to extend through October 31, 2010; and

WHEREAS, by Resolutions 10-98-10, 6-46-11, 5-34-2012, and 9-69-2012, City Council amended the water services contract to provide for additional extensions through December 31, 2012; and

WHEREAS, by Resolution 12-103-2012, City Council approved a modification of the water services contract to set forth a new pricing structure and other necessary modifications, as well as extend the contract through December 31, 2015; and

WHEREAS, the City and DOE desire to extend the existing water services contract through March 31, 2016 to allow the parties time to continue negotiations regarding contract modifications; and

WHEREAS, the City Manager recommends approval of the water services contract extension.

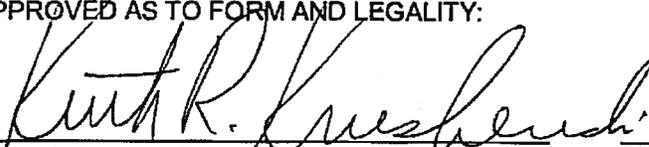
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

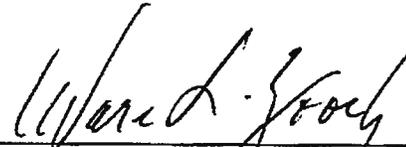
That the City is hereby authorized to enter into the necessary legal documents to extend the water services contract between the City and United States Department of Energy (DOE) through March 31, 2016.

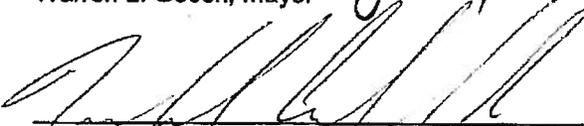
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 16th day of November 2015.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney


Warren L. Gooch, Mayor


Bruce M. Applegate, Jr. Acting City Clerk

RESOLUTION

A RESOLUTION TO EXTEND THROUGH DECEMBER 31, 2012 THE WATER SERVICES AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE), APPROVED BY RESOLUTION 4-47-98 AND EXTENDED BY RESOLUTIONS 10-98-10, 6-46-11 AND 5-34-2012.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City; and

WHEREAS, the transfer documents included a water services agreement whereby DOE purchases water from the City; and

WHEREAS, the water services agreement had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months; and

WHEREAS, DOE exercised its option to extend through October 31, 2010; and

WHEREAS, by Resolutions 10-98-10, 6-46-11 and 5-34-2012, City Council amended the water services agreement to provide for additional extensions through September 30, 2012; and

WHEREAS, the City and DOE desire to amend the current water services agreement to provide for an extension through December 31, 2012; and

WHEREAS, the requested extension will allow sufficient time for the City to complete a new proposed contract for submittal and review by DOE.

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

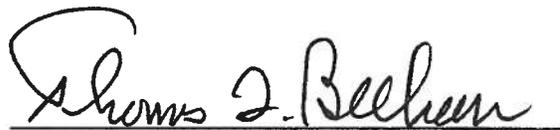
That the City is hereby authorized to enter into the necessary legal documents to amend the water services agreement between the City and the United States Department of Energy to extend the agreement through December 31, 2012.

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

This the 10th day of September 2012.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney


Thomas L. Beehan, Mayor


Diana R. Stanley, City Clerk

RESOLUTION

A RESOLUTION TO EXTEND THROUGH SEPTEMBER 30, 2012 THE WATER SERVICES AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE), APPROVED BY RESOLUTION 4-47-98 AND EXTENDED BY RESOLUTIONS 10-98-10 AND 6-46-11.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City; and

WHEREAS, the transfer documents included a water services agreement whereby DOE purchases water from the City; and

WHEREAS, the water services agreement had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months; and

WHEREAS, DOE exercised its option to extend through October 31, 2010; and

WHEREAS, by Resolutions 10-98-10 and 6-46-11, City Council amended the water services agreement to provide for additional extensions through June 30, 2012; and

WHEREAS, the City and DOE desire to amend the current water services agreement to provide for an extension through September 30, 2012; and

WHEREAS, the requested extension will allow sufficient time for DOE to finalize their proposed new agreement for review by the City

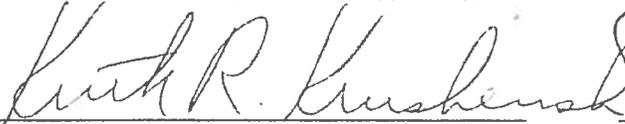
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the City is hereby authorized to enter into the necessary legal documents to amend the water services agreement between the City and the United States Department of Energy to extend the agreement through September 30, 2012.

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

This the 29th day of May 2012.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Thomas L. Beehan, Mayor



Diana R. Stanley, City Clerk

RESOLUTION

A RESOLUTION TO EXTEND THROUGH JUNE 30, 2012, THE WATER SERVICES AGREEMENT BETWEEN THE CITY AND THE UNITED STATES DEPARTMENT OF ENERGY (DOE), APPROVED BY RESOLUTION 4-47-98 AND EXTENDED BY RESOLUTION 10-98-10.

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City; and

WHEREAS, the transfer documents included a water services agreement whereby DOE purchases water from the City; and

WHEREAS, the water services agreement had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months; and

WHEREAS, DOE exercised its option to extend through October 31, 2010; and

WHEREAS, by Resolution 10-98-10, City Council amended the water services agreement to provide for an extension through June 30, 2011; and

WHEREAS, the City and DOE desire to amend the current water services agreement to provide for an extension through June 30, 2012; and

WHEREAS, the requested extension will allow sufficient time for the parties to draft a new agreement for these services after the City's water rate review is completed.

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

That the City is hereby authorized to enter into the necessary legal documents to amend the water services agreement between the City and the United States Department of Energy to extend the agreement through June 30, 2012.

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

This the 13th day of June 2011.

APPROVED AS TO FORM AND LEGALITY:


Kenneth R. Krushenski, City Attorney


Thomas L. Beehan, Mayor


Donna L. Patterson, City Clerk

RESOLUTION

WHEREAS, by Resolution 4-47-98, City Council approved a Memorandum of Understanding between the City and the United States of America Department of Energy (DOE) to transfer the Y-12 Water Plant from DOE to the City; and

WHEREAS, the transfer documents included a water services agreement whereby DOE purchases water from the City; and

WHEREAS, the water services agreement had an original term of ten years (May 1, 2000 through April 30, 2010) with DOE having the option to extend for up to six (6) months; and

WHEREAS, DOE exercised its option to extend and the current water services agreement expires on October 31, 2010; and

WHEREAS, the City and DOE desire to amend the current water services agreement to provide for an extension through June 30, 2011; and

WHEREAS, the requested extension will place the agreement on the City's fiscal year and will allow sufficient time for the parties to draft a new agreement for these services.

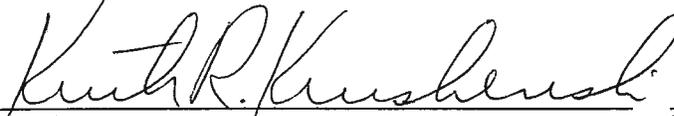
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That the City is hereby authorized to enter into an amendment to the water services agreement between the City and the United States of America Department of Energy to extend the agreement through June 30, 2011.

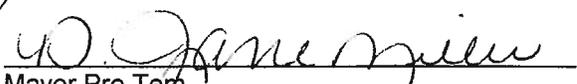
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the appropriate legal instruments to accomplish the same.

This the 12th day of October 2010.

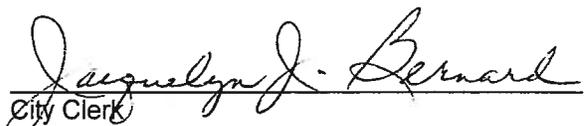
APPROVED AS TO FORM AND LEGALITY:



City Attorney



Mayor Pro Tem



City Clerk

RESOLUTION

WHEREAS, the City of Oak Ridge and the Department of Energy have had ongoing discussions relating to the transfer of the DOE Water Plant at Y-12 to the City; and

WHEREAS, both parties have developed a Memorandum of Understanding which outlines the substantive provisions of the transfer; and

WHEREAS, City and DOE staff have determined it is in the best interests of both parties to complete transfer and the City Manager recommends said transfer.

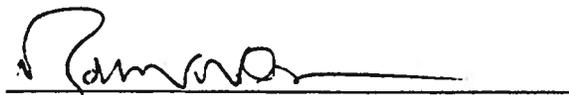
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

That the recommendation of the City Manager is accepted and the attached Memorandum of Understanding related to the transfer of the DOE Oak Ridge Water Plant at Y-12 is hereby approved .

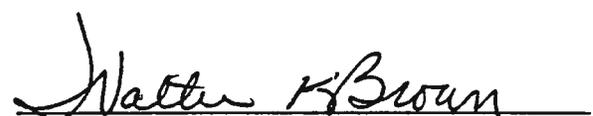
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all of the appropriate legal documents to accomplish the same.

This the 6th day of April 1998.

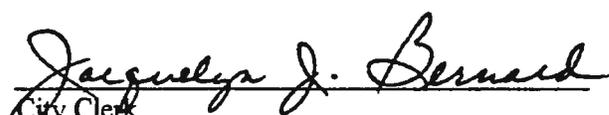
APPROVED AS TO FORM AND LEGALITY:



City Attorney



Mayor

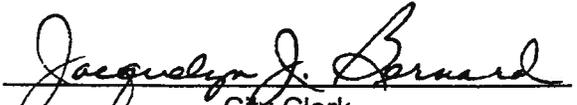


City Clerk

I, Jacquelyn J. Bernard, City Clerk of the City of Oak Ridge, Tennessee, hereby certify this to be a true and exact copy of Resolution No. 4-47-98 as adopted by the Oak Ridge City Council on April 6, 1998.

Given under my hand and official seal of the City of Oak Ridge, Tennessee, this the 23rd day of April 1998.

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FROM THIS FILE



City Clerk

UNITED STATES DEPARTMENT OF ENERGY
&
CITY OF OAK RIDGE, TENNESSEE

7 1 50 PM '98

**MEMORANDUM OF UNDERSTANDING
REGARDING THE TRANSFER OF THE
OAK RIDGE WATER PLANT**

The parties to this "understanding" are the United States Department of Energy ("DOE") and the City of Oak Ridge, Tennessee ("the City"). This Memorandum of Understanding is effective when signed by both parties.

BACKGROUND

The DOE and the City have historically worked together in good faith to find mutually acceptable solutions to common concerns. The parties have begun discussions and identified proposed actions which will assist in meeting the objectives of the privatization and reindustrialization of specific DOE facilities.

In an effort to promote the efforts identified above, both parties intend to enter into an agreement to transfer the ownership of the Oak Ridge Water Plant. It is also the intent of DOE to enter into a sole source agreement with the City to provide water services to specific DOE facilities. The transfer will be based on the agreements and understandings listed below:

AGREEMENTS AND UNDERSTANDINGS

1. TRANSFER OF OWNERSHIP

- a.) It is the intention of the DOE and the City to transfer full ownership of the DOE Oak Ridge Water Plant, ancillary facilities and underlying lands, to the City. The transfer will take place under the authority of the Atomic Energy Act, Section 161 g.

- b.) DOE shall conduct radiological surveys of all property and facilities proposed to be transferred and shall certify same as acceptable for unrestricted use by the City. Such certification shall be reviewed by the Tennessee Department of Environment and Conservation, (TDEC) DOE Oversight Division.
- c.) The transfer of the Oak Ridge Water Plant will occur after the expiration of the current operations contract on April 1, 2000.
- d.) DOE does not intend to lease any water plant facilities to the City prior to transfer of ownership.
- e.) DOE will continue to conduct routine maintenance activities and make necessary repairs or upgrades to keep all facilities in good working order consistent with all Federal, State, and municipal standards until transfer to the City is complete.
- f.) The City acknowledges that certain standards exist regarding the operation of municipal water plants and acknowledges its regulatory obligation to the best of its ability, to operate the plant in accordance with all applicable Federal and State regulations.
- g.) DOE will commit to completing the following projects currently scheduled or under construction:
 - > Rehabilitate the 3.0 million gallon reservoir.
 - > Rehabilitate the pumps and motors at the raw water intake and pumping station.
 - > Seismic upgrades at the water plant.
- h.) Quarterly status reports of non-routine operations and maintenance activities, all repairs and upgrades will be provided to the City commencing three months from the execution date of the agreement.
- i.) Final size and configuration of all land parcels proposed to be transferred to the City, fee simple or easements, will be agreed upon by both parties prior to execution of the agreement. DOE agrees to conduct all survey, engineering and legal work necessary to produce satisfactory documents.

- j.) DOE shall notify the Environmental Protection Agency (EPA) and TDEC of the transfer of the DOE Oak Ridge Water Plant, ancillary facilities, and underlying land at least ninety days prior to the transfer.

2. ITEMS TO BE TRANSFERRED

Oak Ridge Water Plant, including the following facilities, structures, associated land, easements, equipment, and tankage:

a.) Raw Water Pumping Station

Building 1404-1: Raw Water Intake/Pumping Station
Building 1404-2: Chlorine Storage/Feed Building
Building 1404-3: Computer Building
Building 1404-4: Potassium Permanganate Building
Building 1404-5: Emergency Generator Building
Building 1404-6: Switch Gear Building
Building 1404-7: EGRF Building
Three Agriculture Storage Sheds

b.) Raw Water Transmission System

42" single pipeline from Raw Water Pumping Station to Meter M-1
42" pressure concrete pipeline to Raw Water Booster Pumping Station
36" pipeline to Raw Water Pumping Station
2-24" cast iron pipelines to the booster pumping station
2-24" cast iron pipelines from booster pumping station to treatment plant.
All associated valves, fittings, meters, appurtenances, and associated easements.

c.) Emergency Raw Water Pumping Station

All associated valves, fittings, motors, spare parts and other related items.

d.) Booster Pumping Station

Building 1415 Booster Pumping Station
Building 2415-1 Switch Gear Building
1.5 Million Gallon Ground Level Surge Tank

e.) Water Treatment Plant Complex

Building 1405 Main Water Treatment Plant
Building 2002 Water Plant Maintenance Shop

West Surge Tank
4.0 Million Gallon Storage Tank
3.0 Million Gallon Storage Tank
Building 2003 Thickener Pumping Station
Building 2004 Dike Pumping Station
Building 2002-1 East Surge Tank
Building 2002-1A Plant Auxiliary Generator Building
Building 2007 Pump Storage Building
Building 2008 Equipment Storage Building
Building 2009 Parts Storage Building
2-Flammable Material Storage Sheds
Metal Arch Storage Building
100,000 Gallon Finished Water Storage Tank
Building 0910 ORNL Booster Pump Station

- f.) All materials, spare parts, tools, and vehicles dedicated to the operation of the plant.
- g.) DOE agrees to provide access to the City, through DOE property, to all transferred facilities and property.

3. WATER DELIVERY

QUANTITY

The City agrees to maintain the ability to provide DOE facilities a minimum of ten million gallons of water per day. This amount will be adjusted on an annual basis. (Minimum amount for the first year will be established prior to actual transfer)

WATER DELIVERY POINT

The water delivery point for both finished water and raw water will be the fence at each specific DOE facility. It is the intention of both parties to establish easements for the City to take ownership for all of the pipelines from the River Pump Station to the fences at each specific DOE facility. Any easement documents will state that the land covered by such easements has been surveyed from a radiological standpoint and grant unrestricted access to the pipeline covered by the easements including excavation of any pipes. All work performed within the easements would be conducted solely by the City, or its contractor, using generally accepted construction practices for municipal utility operations with no other regulations being imposed by DOE, its contractors or its subcontractors.

All water shall be metered at the delivery point by an appropriately sized meter furnished and installed by the City. Adequate backflow prevention devices shall be furnished and installed by DOE as the City may require.

4. DOE WATER COST

Finished Water First 5 years:

The rate for the initial year of operation shall be approximately \$0.58/1000 gallons with a CPI adjustment using the CPI, applied annually commencing twelve months after initial transfer. (Final rate to be negotiated prior to actual transfer)

After 5 years, transition to standard City rates:

The City will establish a cost center for water production separate from its existing water distribution cost center. The water distribution cost center will pay the water production cost center for water produced and delivered to the water distribution system. The City will guarantee that DOE water rates will not exceed the City's water distribution cost center prices. The City will guarantee no customer will pay a lower rate than DOE. The transition from the 5-year rate to the standard rate will be accomplished over several years with a transition rate increase of 7% per year, plus CPI until the DOE rate is equal to the City's lowest available rate.

Raw Water

The cost of raw water shall be established at approximately 25% of the finished water cost. For the initial year of operation under this agreement, the rate shall be approximately \$0.14/1000 gallons. (Final rates to be negotiated prior to actual transfer)

Minimum Quantity

Both parties agree to establish a mutually agreeable minimum amount of water to be purchased by DOE. DOE will agree to purchase a minimum quantity based on 75% of the quarterly consumption for the previous twelve months. Example: For any quarter in 1998, DOE will agree to purchase at least 75% of the quarterly water consumption, for the corresponding period in 1997, or actual consumption, whichever is higher. The minimum quarterly consumption will be established annually.

5. EMPLOYEE SUPPORT

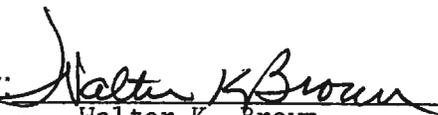
The City will give due consideration to hiring any contractor employee that is directly associated with the facility to be transferred, subject to all City hiring policies and procedures as well as projected City staffing requirements. DOE agrees to assist, through its on-site contractor any contractor employee that may be displaced by the transfer of the facility. Any DOE contractor employee that is hired by the City, or the City's contractor, and subsequently leaves the City's, or the City contractor's payroll, will be processed according to the City's established personnel program.

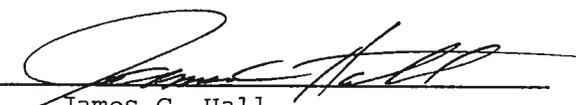
6. TRANSITION

Both parties agree to a six month transition period beginning September 1, 1999. DOE agrees to permit City and City contractor employees to be located on-site and observe day-to-day work activities. City and City contractor employees will also be permitted to attend training sessions, safety meetings, staff meetings and other similar activities. While on-site, City and City contractor employees will be required to follow DOE Health and Safety rules. DOE contractor employees will continue to be financially supported by DOE and City and City contractor employees, by the City. All operation and maintenance expenses, excluding labor for City employees, will remain the responsibility of DOE until the transfer is completed, anticipated to occur on April 1, 2000.

CITY OF OAK RIDGE

UNITED STATES DEPARTMENT OF ENERGY

By: 
Walter K. Brown

By: 
James C. Hall

Title: Mayor

Title: Manager

Date: 9/28/98

Date: 11/20/98

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MEMORANDUM

TO: Mr. Jon Hetrick
FROM: Benjamin C. Nemece
DATE: 2016-03-01
BWSC PROJECT NO.: 3589801
RE: Additional Lane for Oak Ridge Rowing Course

BWSC has been in review of probable cost for the installation of a retaining wall allowing for an additional lane at the Oak Ridge Rowing Course. The probable cost depends upon the evaluation of specialty items required for this project's construction, such as dewatering and/or cofferdams, which may be required. BWSC has attempted to reach out to local Contractors to better define cost for the project and identify additional constructability concerns. We did receive supplier input on a couple proprietary cofferdam devices and material/installation cost for the proposed gabion basket wall. However, BWSC has not received holistic cost and constructability input on the entire project from the Contractors contacted.

BWSC had identified two wall types which could be utilized at this location: Gabion Basket Wall and Sheet Pile Wall. Attachment A provides probable cost break down of three separate options for the Gabion Wall and two options of the Sheet Pile Wall. These cost with an added 20% contingency range between \$543,771 and \$1,162,446.

Below is a list of Pros and Cons for the different wall types.

Gabion Basket Wall System

Pros

- Wall plan and bank stabilization as shown in the original permit application
- Traditional wall system installed by several local and regional contractors

Cons

- Unknown cost for dewatering and cofferdam
- More excavation and land disturbance, therefore more material handling/haul off
- Longer construction period
- Possible permit modifications for cofferdam
- Potential impact to Melton Lake Drive

Sheet Pile Wall System

Pros

- Less excavation and land disturbance and therefore less material handling.
- No dewatering
- Less land disturbance
- Fewer subcontractors involved in contract (i.e. wall installer and dredging only)
- Reduction of potential impact to Melton Lake Drive

Cons

- Finished look of wall different than original project expectations
- Uncertainty about required anchor cost
- Possible permit modifications

Conclusions/Recommendations:

There is much uncertainty in the final cost of either wall system and it appears that both systems have high probability of exceeding City of Oak Ridge's current funding for the project. The following options are available:

Option 1 - Proceed with design/bid of Gabion Wall System with a performance criteria for dewatering of the excavation. The contractor will be required to provide a detailed submittal of their construction plan and be responsible for any updates to the permitting for their proposed means and methods.

Option 2 - Same as Option 1 but allow for sheet pile wall system substitution. The final design of the sheet pile wall will be the responsibility of the Contractor. This may introduce competitive pricing reduction to the project by introducing an alternate wall type.

Option 3 - Consider a full design-build procurement with the performance basis for the Additional Lane Oak Ridge Rowing Course. Final construction cost would be negotiate dwith chosen design build team.

Attachments

- Attachment A Opinion of Probable Construction Cost for Options 1 thru 5
- C5.01 Schematic Wall Plan and Profile
- C5.02 Schematic Retaining Wall Section
- C7.01 Typical Section for Gabion Wall.

Opinion of Probable Construction Cost

	Cofferdam Cost	Retaining Wall Cost	Earthwork (Excavation, Material Handling, Dredging and Erosion Control)	Contingency 20%	Total Construction Cost
Option 1 - Gabion RW w/Hydro-Containment System (Single Cofferdam)	\$ 160,200	\$ 259,497	\$ 228,608	\$ 129,661	\$ 777,966
Option 2 - Gabion RW w/Hydro-Containment System (Stacked Cofferdam)	\$ 480,600	\$ 259,497	\$ 228,608	\$ 193,741	\$ 1,162,446
Option 3 - Gabion RW w/Port-A-Dam System	\$ 224,500	\$ 259,497	\$ 228,608	\$ 142,521	\$ 855,126
Option 4 - Sheet Pile RW w/Deadman	\$ -	\$ 324,899	\$ 128,243	\$ 90,628	\$ 543,771
Option 5 - Sheet Pile RW w/Tie Back Anchoring	\$ -	\$ 574,899	\$ 128,243	\$ 140,628	\$ 843,771

Attachment A
35898-01
Oak Ridge Rowing Association
Retaining Wall
3/1/2016
2 of 6

Option 1- Opinion of Probable Construction Cost						\$ 777,966
Item No.	Description	Est. Quantity	Units	Unit Price	Total	
01 57	Erosion Control					\$ 9,620
	Silt Fence Type 'C'	2600	LF	\$ 3.70	\$ 9,620	
31 00	Earth Moving					\$ 145,728
	Mobilization	1	EA	\$ 10,000.00	\$ 10,000	
	Common Excavation	4990	CY	\$ 8.00	\$ 39,920	
	Backfill w/Stone	4990	CY	\$ 8.00	\$ 39,920	
	Spoils Haul (Drying Onsite & Loading)	4990	CY	\$ 3.00	\$ 14,970	
	Spoils Haul (Off-Site)	4990	CY	\$ 8.20	\$ 40,918	
31 52	Cofferdams					\$ 160,200
	Hydro Containment Cofferdam	600	LF	\$ 267.00	\$ 160,200	
32 32	Retaining Walls					\$ 259,497
	Gabion Baskets (incl. stone)	146	EA	\$ 1,750.00	\$ 255,500	
	Geogrid	1142	SY	\$ 3.50	\$ 3,997	
35 00	Waterway & Marine Construction					\$ 73,260
	Dredging	1628	CY	\$ 45.00	\$ 73,260	
					subtotal	\$ 648,305
	Contingency - 20%	1	LS	\$ 129,661		\$ 129,661
						\$ 777,966

Attachment A
35898-01
Oak Ridge Rowing Association
Retaining Wall
3/1/2016
3 of 6

Option 2 - Opinion of Probable Construction Cost **\$ 1,162,446**

<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>	
01 57	Erosion Control					\$ 9,620
	Silt Fence Type 'C'	2600	LF	\$ 3.70	\$ 9,620	
31 00	Earth Moving					\$ 145,728
	Mobilization	1	EA	\$ 10,000.00	\$ 10,000	
	Common Excavation	4990	CY	\$ 8.00	\$ 39,920	
	Backfill w/Stone	4990	CY	\$ 8.00	\$ 39,920	
	Spoils Haul (Drying Onsite & Loading)	4990	CY	\$ 3.00	\$ 14,970	
	Spoils Haul (Off-Site)	4990	CY	\$ 8.20	\$ 40,918	
31 52	Cofferdams					\$ 480,600
	Hydro Containment Cofferdam	600	LF	\$ 801.00	\$ 480,600	
32 32	Retaining Walls					\$ 259,497
	Gabion Baskets (incl. stone)	146	EA	\$ 1,750.00	\$ 255,500	
	Geogrid	1142	SY	\$ 3.50	\$ 3,997	
35 00	Waterway & Marine Construction					\$ 73,260
	Dredging	1628	CY	\$ 45.00	\$ 73,260	
					subtotal	\$ 968,705
	Contingency - 20%	1	LS	\$ 193,741		\$ 193,741
						\$ 1,162,446

Attachment A
35898-01
Oak Ridge Rowing Association
Retaining Wall
3/1/2016
4 of 6

Option 3 - Opinion of Probable Construction Cost						\$ 855,126
<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>	
01 57	Erosion Control:					\$ 9,620
	Silt Fence Type 'C'	2600	LF	\$ 3.70	\$ 9,620	
31 00	Earth Moving					\$ 145,728
	Mobilization	1	EA	\$ 10,000.00	\$ 10,000	
	Common Excavation	4990	CY	\$ 8.00	\$ 39,920	
	Backfill w/Stone	4990	CY	\$ 8.00	\$ 39,920	
	Spoils Haul (Drying Onsite & Loading)	4990	CY	\$ 3.00	\$ 14,970	
	Spoils Haul (Off-Site)	4990	CY	\$ 8.20	\$ 40,918	
31 52	Cofferdams					\$ 224,500
	Port-A-Dam System	1	LS	\$ 224,500.00	\$ 224,500	
32 32	Retaining Walls					\$ 259,497
	Gabion Baskets (incl. stone)	146	EA	\$ 1,750.00	\$ 255,500	
	Geogrid	1142	SY	\$ 3.50	\$ 3,997	
35 00	Waterway & Marine Construction					\$ 73,260
	Dredging	1628	CY	\$ 45.00	\$ 73,260	
					subtotal	\$ 712,605
	Contingency - 20%	1	LS	\$ 142,521		\$ 142,521
						\$ 855,126

Attachment A
35898-01
Oak Ridge Rowing Association
Retaining Wall
3/1/2016
5 of 6

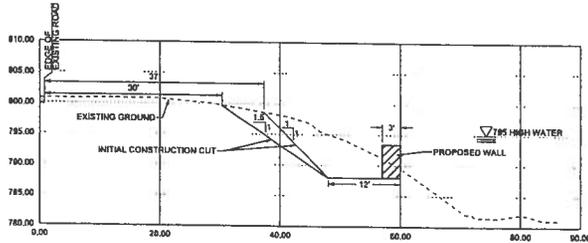
Option 4 - Opinion of Probable Construction Cost	\$ 543,771
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<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>	
01 57	Temporary Controls					\$ 9,620
	Silt Fence Type 'C'	2600	LF	\$ 3.70	\$ 9,620	
31 00	Earth Moving					\$ 45,363
	Mobilization	1	EA	\$ 10,000.00	\$ 10,000	
	Common Excavation	945	CY	\$ 8.00	\$ 7,560	
	Backfill	317	CY	\$ 8.00	\$ 2,536	
	Spoils (Drying On-site & Loading)	2256	CY	\$ 3.00	\$ 6,768	
	Spoils Haul (Off-Site)	2256	CY	\$ 8.20	\$ 18,499	
35 00	Waterway & Marine Construction					\$ 73,260
	Dredging	1628	CY	\$ 45.00	\$ 73,260	
35 31	Shoreline Protection					\$ 324,899
	Steel Sheet Piling Seawall, 15' Ht. w/Conc. Deadman @ 10' O.C.	571	LF	\$ 569.00	\$ 324,899	
					subtotal	\$ 453,142
	Contingency - 20%	1	LS	\$ 90,628		\$ 90,628
						\$ 543,771

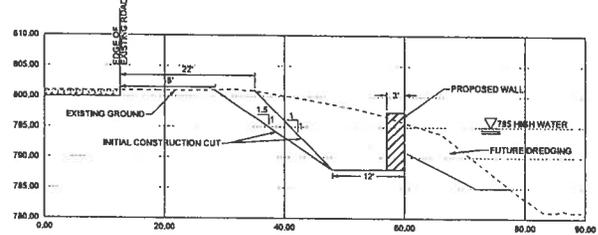
Attachment A
 35898-01
 Oak Ridge Rowing Association
 Retaining Wall
 3/1/2016
 6 of 6

Option 5 Opinion of Probable Construction Cost	\$ 843,771
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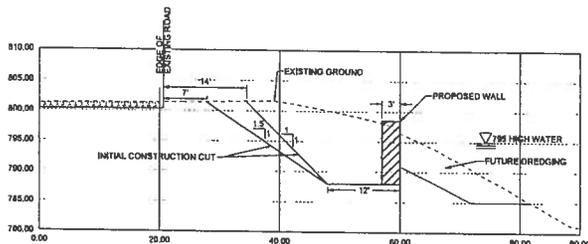
<u>Item No.</u>	<u>Description</u>	<u>Est. Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>	
01 57	Temporary Controls					\$ 9,620
	Silt Fence Type 'C'	2600	LF	\$ 3.70	\$ 9,620	
31 00	Earth Moving					\$ 45,363
	Mobilization	1	EA	\$ 10,000.00	\$ 10,000	
	Common Excavation	945	CY	\$ 8.00	\$ 7,560	
	Backfill	317	CY	\$ 8.00	\$ 2,536	
	Spoils (Drying On-site & Loading)	2256	CY	\$ 3.00	\$ 6,768	
	Spoils Haul (Off-Site)	2256	CY	\$ 8.20	\$ 18,499	
35 00	Waterway & Marine Construction					\$ 73,260
	Dredging	1628	CY	\$ 45.00	\$ 73,260	
35 31	Shoreline Protection					\$ 574,899
	Steel Sheet Piling Seawall, 15' Ht.	571	LF	\$ 569	\$ 324,899	
	Tie Back Anchoring to Bedrock	1	LS	\$ 250,000	\$ 250,000	
					subtotal	\$ 703,142
	Contingency - 20%	1	LS	\$ 140,628		\$ 140,628
						\$ 843,771



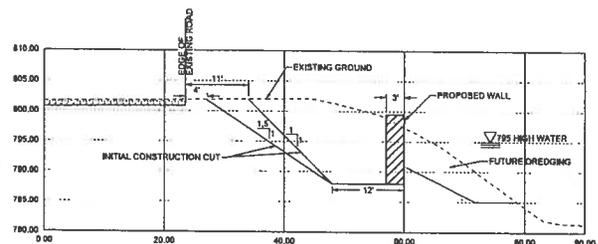
SECTION A-A



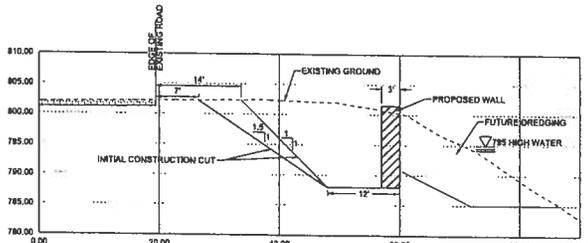
SECTION B-B



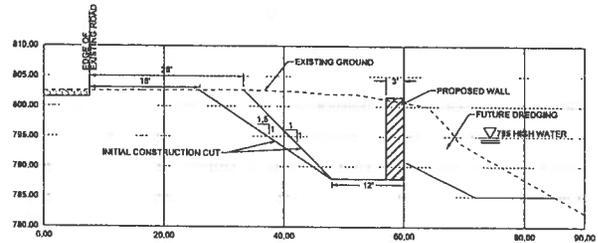
SECTION C-C



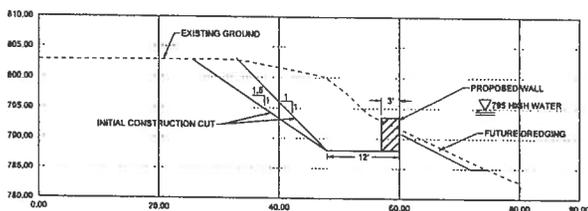
SECTION D-D



SECTION E-E



SECTION F-F



SECTION G-G

BWSC
 BERGE WAGNER
 SUNNER &
 CANNON, INC.
 803 North Main Street, Suite 200, Memphis, Tennessee 38102
 Phone: 901-521-2200 Fax: 901-521-1848

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 DATE

RETAINING WALL SECTIONS
 MELTON HILL LAKE
 OAK RIDGE ROWING ASSOCIATION
 OAK RIDGE, TENNESSEE

REV	CHK	DATE	DESCRIPTION
1	MP	10/12/2016	DESIGN FOR PERMIT AND PERIOD

C5.02
 FILE NO. 35898-01

SCALE:
 HORIZ: 1" = 10'
 VERT: 1" = 10'

CITY OF
OAK RIDGE



Office of the City Manager

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

March 8, 2016

Mr. Johnny O. Moore
Manager, Oak Ridge National Laboratory Site Office
U. S. Department of Energy
P. O. Box 2008
Oak Ridge, TN 37831

Mr. Geoffrey Beausoleil
Manager, National Nuclear Security Administration Production Office
National Nuclear Security Administration
U. S. Department of Energy
P. O. Box 2050
Oak Ridge, TN 37831

Mr. Dale Christenson
Acting Project Manager
Uranium Processing Facility Project Office
National Nuclear Security Administration
U. S. Department of Energy
P. O. Box 2050
Mail Stop 8042
Oak Ridge, TN 37831

Ms. Susan M. Cange
Manager, Oak Ridge Office of Environmental Management
U. S. Department of Energy
P. O. Box 2001
Oak Ridge, TN 37831

Dear Messrs. Moore, Beausoleil, Christenson and Ms. Cange:

WORK SESSION TO DISCUSS DOE TRAVEL PRACTICES IN OAK RIDGE

I am writing to invite you to attend an upcoming work session of the Oak Ridge City Council to discuss your response letter to our state delegation dated November 18, 2015. The work session will be held on **Tuesday, March 22, 2016, at 6:00 p.m.** in the Oak Ridge Municipal Building Courtroom, located at 200 South Tulane Avenue.

On October 20, 2015, the Oak Ridge City Council supported, by Resolution No. 10-124-2015, the state delegation's inquiry, and directed a review once the findings were received. Given the lower costs identified by the City's current federal per diem rate and the frequency now seen with the use of non-Oak Ridge hotels, we need to know any problems with contracting with Oak Ridge hotels. Our current average occupancy rates in Oak Ridge vary from 55-65% occupancy, leaving many room nights available

Johnny O. Moore
Geoffrey Beausoleil
Dale Christenson
Susan Cange
Page 2
March 8, 2016

to serve your visitors and your contractors, including the anticipated continuous surge associated with the Uranium Processing Facility.

The timing of this discussion presents some urgency, as we prepare to set new criteria and benchmarks for our Convention and Visitors Bureau in our upcoming budget. I have attached the above referenced resolution of the City Council, and appreciate your attendance at this meeting.

Kindest regards,



Mark S. Watson
City Manager

Attachment

cc: Members of the Tennessee General Assembly Who Represent Oak Ridge
Mayor and Members of the Oak Ridge City Council
Cindy Boshears, Oak Ridge Field Representative, Congressman Chuck Fleischmann

RESOLUTION

A RESOLUTION INVITING OFFICIALS FROM FEDERAL GOVERNMENT AGENCIES TO A CITY COUNCIL MEETING TO ADDRESS TRAVEL PRACTICES IN OAK RIDGE SO AS TO PROVIDE A BETTER UNDERSTANDING OF THESE PRACTICES AND TO EXPRESS TO THESE AGENCIES THE BENEFIT OF HOSTING CONFERENCES, MEETINGS, AND SEMINARS IN OAK RIDGE.

WHEREAS, on October 7, 2015, State Senator Randy McNally, in conjunction with State Senator Ken Yager, State Representative Kent Calfee, and State Representative John Ragan, submitted a letter to four managers at Oak Ridge U.S. Department of Energy (DOE) facilities, specifically the Oak Ridge National Laboratory Site Office, the National Nuclear Security Administration Production Office, the Uranium Processing Facility Project Office, and the Oak Ridge Office of Environmental Management; and

WHEREAS, in the this letter the State Officials inquired about DOE's travel practices in Oak Ridge with respect to DOE placing conferences, meetings, and travelers outside of Oak Ridge rather than saving travel dollars by utilizing Oak Ridge hotels which are the closest to the DOE reservation; and

WHEREAS, further, the State Officials said utilizing Oak Ridge hotels would help boost local DOE residency which is essential for the support of future missions; and

WHEREAS, the State Officials requested DOE to provide greater detail on travel costs, per diem rates, and conferences/meetings for DOE and DOE contractors and subcontractors; and

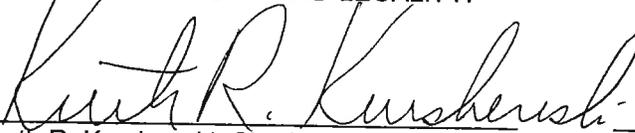
WHEREAS, the City of Oak Ridge would like to receive information at an upcoming City Council meeting regarding travel practices of federal government agencies, not just that of DOE, to address these practices in Oak Ridge, as well as to allow the Council to express the benefit of hosting conferences, meetings, and seminars in Oak Ridge.

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

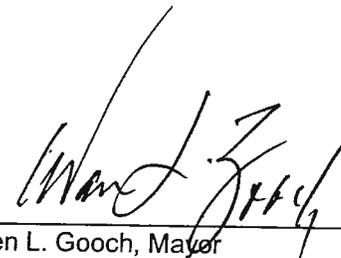
That the City of Oak Ridge, Tennessee, hereby invites officials from federal government agencies to an upcoming City Council meeting to address travel practices in Oak Ridge, as well as to allow the Council to express to these agencies the benefit of hosting conferences, meetings, and seminars in Oak Ridge.

This the 20th day of October 2015.

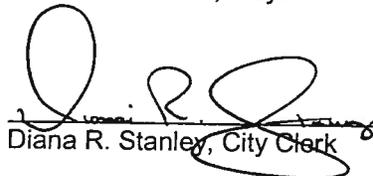
APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney



Warren L. Gooch, Mayor



Diana R. Stanley, City Clerk



**Department of Energy
National Nuclear Security Administration
Production Office**

P.O. Box 2050
Oak Ridge, Tennessee 37831

P.O. Box 30030
Amarillo, Texas 79120



November 18, 2015

The Honorable Ken Yager
12th Senatorial District
10A Legislative Plaza
Nashville, Tennessee 37243

The Honorable Randy McNally
5th Senatorial District
301 6th Avenue North
Suite 307 War Memorial Building
Nashville, Tennessee 37243

The Honorable Kent Calfee
District 32 Representative
301 6th Avenue North
Suite 219 War Memorial Building
Nashville, Tennessee 37243

The Honorable John Ragan
District 33 Representative
301 6th Avenue North
Suite G-24 War Memorial Building
Nashville, Tennessee 37243

Gentlemen:

DOE TRAVEL PRACTICES IN OAK RIDGE

This letter responds to your correspondence to us, dated October 7, 2015. As the Oak Ridge representatives of the Department of Energy (DOE)/National Nuclear Security Administration (NNSA), we appreciate the support our facilities and programs receive from the City of Oak Ridge and Anderson and Roane counties, and we are glad to report that the large majority of our visitors stay in Oak Ridge.

DOE and its contractor employees follow the Federal Travel Regulations issued by the General Services Administration, which set allowances for lodging, meals and incidental expenses. It is our expectation that federal and contractor business travelers use services available as close as possible to our facilities to promote efficiency and to reduce unnecessary travel and time related costs.

However, it should be noted that travelers visiting our Federal field offices and sites are authorized and approved by their assigned supervisors at their home office. Further, while we are all governed by the same federal regulations, their specific travel information is not readily available to the DOE/NNSA offices and sites.

The following data addresses your specific questions, reflecting the DOE/NNSA travel practices for Fiscal Year (FY) 2015 and includes FY 2016 projection information.

1. The number of DOE and DOE contractor (and subcontractor) travelers that stayed in hotels outside of Oak Ridge.

UT Battelle/Oak Ridge National Laboratory (ORNL)

Lodging outside of Oak Ridge: 178 visitors

Note: This figure represents 20 percent of the 910 non-employee trips processed by ORNL in FY 2015. There were also 637 visitors that used Oak Ridge lodging, including the ORNL Guest House. Of the remaining trips, no hotel was booked. This figure also excludes travelers working on subcontracts not handled through the ORNL Travel Office and excludes individuals whose travel was not paid by ORNL or the ORNL Site Office (OSO). Both ORNL and OSO encourage business travelers and temporary assignees to stay in Oak Ridge by providing only Oak Ridge hotel and ORNL Guest House information on the "Visiting ORNL" webpage.

NNSA Production Office (NPO), Consolidated Nuclear Services, LLC (CNS), Uranium Processing Facility (UPF), UPF Project Office (UPO)

Knoxville lodging: 139 – primarily long-term housing (CNS)

Note: This excludes UPO travelers, as this information is not tracked; however, it should be noted that UPF encourages business travelers and temporary assignees to stay in Oak Ridge by providing only Oak Ridge hotel information in the UPF orientation and welcome material. Additionally, data reviewed revealed that 100% of NPO-funded travelers stayed in Oak Ridge for FY 2015. Further, NPO employees have received specific training on the requirement to book lodging in Oak Ridge since this is their temporary duty station when visiting from Amarillo, Texas.

Oak Ridge Environmental Management (OREM)

OREM does not track this information; however, they maintain a list of Oak Ridge hotels and restaurants, and when lodging or restaurant options are requested, only Oak Ridge options are provided.

For comparison purposes, it should be noted that the number of DOE employees, DOE contractor employees, and visitors associated with the above entities who stayed in Oak Ridge in FY 2015 was approximately 1,650.

Are their total travel costs capped at Oak Ridge reimbursement levels?

Travel costs are reimbursed in accordance with the General Services Administration regulations.

See answer to question 2 below.

2. How DOE applies the per diem requirement? Are DOE Contractors (and subcontractors) that use per diem required to follow this cost-saving rule?

Yes, a traveler's location determines an employee's maximum per diem reimbursement rate. For example, if a traveler chooses to stay outside of Oak Ridge, while visiting our offices and sites, the traveler would only be reimbursed at the Oak Ridge per diem rates, unless

otherwise authorized, as the electronic Government Travel system automatically lists per diem rates for the location where the duty will be performed.

If not, are they achieving the lowest lodging and meal costs – considering the large number of available low-per-diem Oak Ridge hotel rooms?

Not applicable, see response above.

3. The number and size of DOE and DOE contractor (and subcontractor) conferences and meetings that were held outside of Oak Ridge last year.

UT Battelle/ORNL

There were 239 conference and meeting events planned through the ORNL Conference Planning Office during FY 2015. Of these 239 events, 144 were held in Oak Ridge and 95 were held in locations other than Oak Ridge. Reasons for holding events outside Oak Ridge include, but are not limited to: ORNL and Oak Ridge venues are not large enough to accommodate some events, venues are not available on the dates needed, the meeting location is not at ORNL's discretion (ORNL may be a sponsor of the event, not the originator), or the meeting place is unable to meet the needs of the meeting and/or attendees.

NPO, CNS, UPO

CNS sponsored one meeting outside of Oak Ridge in FY 2015 for 20 attendees. The meeting site was selected in an effort to provide a central meeting location for the proposed attendees.

OREM

Each fiscal year, UCOR (OREM's Contractor) holds two meetings with a large attendance of approximately 1,300 people in Knoxville due to facility size availability. However, OREM and its contractors understand the value in conducting business locally and close to its facilities, and utilize local space in all other instances.

How many will be held outside Oak Ridge this year and next?

UT Battelle/ORNL

The ORNL Conference Planning Office has currently identified 63 conferences and meetings occurring in FY 2016. Of these 63 events, 35 are planned for Oak Ridge, with the remaining 28 events being held in another location (ORNL and Oak Ridge venues are not large enough to accommodate some events, venues are not available on the dates needed, the meeting location is not at ORNL's discretion (ORNL may be a sponsor of the event, not the originator), or the meeting place is unable to meet the needs of the meeting and/or attendees).

NPO, CNS, UPO

During FY 2016, Y-12 has one meeting for about 30 attendees and approximately 39 specialized training classes with about 15-30 attendees each are planned to be held in Oak Ridge. UPF has not held nor plans to hold any conferences or meetings outside of Oak Ridge.

OREM

At this time, the Oak Ridge cleanup program does not have any meetings or events scheduled outside of Oak Ridge in FY 2016.

As reflected above, employee travel including attendance of events and conferences are primarily held within the Oak Ridge area whenever possible and practicable and is in compliance with the Federal Travel Regulations.

We appreciate the opportunity to share this information with you. The economic vitality of Oak Ridge has a direct bearing on the quality of our employees' lives, the business partners who provide supplies and services, and the area's appeal to new hires.

Should you have any questions, please contact Janice Brashears at janice.brashears@npo.doe.gov.

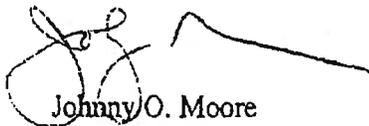
Sincerely,



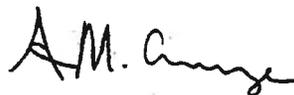
R/ Geoffrey L. Beausoleil
Manager
NNSA Production Office



Dale Christenson
Acting Project Manager
Uranium Processing Facility Project Office



Johnny O. Moore
Manager
Oak Ridge National Laboratory Site Office



Susan M. Cange
Manager
Oak Ridge Office of Environmental Management

cc's on Page 5

cc:

Congressman Chuck Fleischmann
230 Cannon HOB
Washington, DC 20515

Mayor Warren Gooch
City of Oak Ridge
P. O. Box 1
Oak Ridge, Tennessee 37831

Mayor Terry Frank
Anderson County
100 N. Main Street
Suite 208
Clinton, Tennessee 37716

County Executive Ron Woody
Roane County
P. O. Box 643
Kingston, Tennessee 37763

Teresa Robbins, NPO-01
Steven Wyatt, NPO-01
Terri Slack, NPO-01
Lloyd DeSerisy, NPO-50
Janice Brashears, NPO-50
Phil Kirby, UPO
Michele Branton, SC-OSO
Claire Sinclair, SC-OSO
Jay Mullis, OREM
Mike Koentop, OREM



RANDY McNALLY

SENATOR

5th SENATORIAL DISTRICT
ANDERSON, LOUDON
AND PART OF KNOX COUNTIES

307 WAR MEMORIAL BUILDING
301 6TH AVENUE NORTH
NASHVILLE, TENNESSEE 37243-0205
(615) 741-6806
1-800-449-8366 EXT. 16806
FAX (615) 253-0285
sen.randy.mcnally@capitol.tn.gov

Senate Chamber
State of Tennessee

NASHVILLE

October 7, 2015

CHAIRMAN
FINANCE, WAYS AND MEANS COMMITTEE
VICE CHAIR OF RULES
VICE CHAIR OF COUNCIL ON PENSIONS AND INSURANCE

MEMBER OF COMMITTEES
HEALTH & WELFARE
FISCAL REVIEW
TENNESSEE ADVISORY COMMISSION ON
INTERGOVERNMENTAL RELATIONS

Johnny O. Moore
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PO Box 2050
Mail Stop 8042
Oak Ridge, TN 37831

Susan M. Cange
Manager, Oak Ridge Office of Environmental Management
US Department of Energy
PO Box 2001
Oak Ridge, TN 37831

Dear DOE ORNL Site Manager, NNSA Production Manager, UPF Project Manager, and EM Manager:

Subject: **DOE TRAVEL PRACTICES IN OAK RIDGE**

October 7, 2015

Page 2

The City of Oak Ridge and its two counties are a valuable resource for the Department of Energy and the nation. The city, Anderson County, and Roane County have all actively supported DOE's nuclear programs since the beginning. As you know, Oak Ridge has some of the finest nuclear facilities in the world.

So it is with concern that we hear of DOE placing conferences, meetings, and travelers outside the city.

Our federal per diem rates are amongst the lowest in the area. Moreover, Oak Ridge hotels are the closest to the DOE reservation, saving fuel and transportation cost. And if personal (rather than rental) vehicles are used for official travel, Oak Ridge's cost advantage grows even larger.

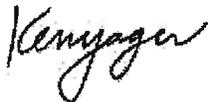
Beyond saving travel dollars, utilizing Oak Ridge hotels helps boost local DOE residency. Such residency is essential for the support of future nuclear missions.

With this in mind, we would appreciate understanding:

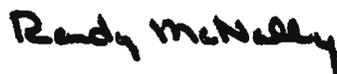
1. The number of DOE and DOE contractor (and subcontractor) travelers that stay in hotels outside of Oak Ridge. Are their total travel costs capped at Oak Ridge reimbursement levels?
2. How DOE applies the per diem rate requirement in footnote 1 of the attached General Services Administration table. Are DOE contractors (and subcontractors) that use per diem required to follow this cost-saving rule? If not, are they achieving the lowest lodging and meal costs--- considering the large number of available low-per-diem Oak Ridge hotel rooms?
3. The number and size of DOE and DOE contractor (and subcontractor) conferences and meetings that were held outside of Oak Ridge last year. How many will be held outside Oak Ridge this year and next?

Thank you.

Sincerely,



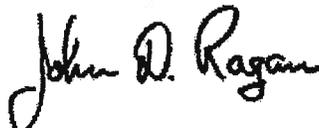
Ken Yager
State Senator



Randy McNally
State Senator



Kent Calfee
State Representative



John Ragan
State Representative

/dkm

October 7, 2015

Page 3

Attachment: 2016 GSA per diem rates and footnotes

Cc: Congressman Chuck Fleischmann,
230 Cannon HOB
Washington, DC 20515

Mayor Warren Gooch
City of Oak Ridge
PO Box 1
Oak Ridge, TN 37831

Mayor Terry Frank
Anderson County
100 N. Main St.
Suite 208
Clinton, TN 37716

County Executive Ron Woody
Roane County
PO Box 643
Kingston, TN 37763

Attachment 1. How is DOE Applying Footnote 1, Considering the Large Number of Vacant Low-Per-Diem Oak Ridge Hotel Rooms?

FY 2016 Per Diem Rates for Tennessee

(October 2015 - September 2016)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your City Enter your ZIP Code

OR

[Per Diem Map >](#)

- ADDITIONAL PER DIEM TOPICS**
- Meals & Incidental Expenses Breakdown (M&IE)
 - FAQs
 - State Tax Exemption Forms
 - Factors Influencing Lodging Rates
 - FY 2014 Per Diem Highlights
 - Fire Safe Hotels
 - Have a Per diem Question?
 - Downloadable Per Diem Files

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website \(a non-federal website\)](#).

You searched for: Tennessee

Primary Destination (1, 2)	County (3, 4)	Max Lodging by Month (excluding taxes)												M&IE (5)	
		2015			2016										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Standard Rate	Applies for all locations without specified rates	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$89	\$51
Brentwood / Franklin	Williamson	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$114	\$59
Chattanooga	Hamilton	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$64
Knoxville	Knox	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$92	\$59
Memphis	Shelby	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$106	\$59
Nashville	Davidson	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$59

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.

CONTACTS

Additional Contacts for:
[Travel Management Policy](#)

Last Reviewed 2015-02-14

- NEED MORE INFORMATION?**
- Rates for Alaska, Hawaii, U.S. Territories and Possessions (set by DoD)
 - Rates in Foreign Countries (Set by State Dept.)
 - Federal Travel Regulations (FTR)

- RELATED TOPICS**
- Travel Resources
 - E-Gov Travel
 - FedRooms
 - POV Mileage Reimbursement Rates

City of Knoxville
Ordinance on
Domesticated Chickens

Sec. 5-107. - Domesticated chickens.

- (a) *Purpose.* The purpose of this section is to provide standards for the keeping of domesticated chickens. It is intended to enable residents to keep a small number of female chickens on a noncommercial basis while limiting the potential adverse impacts on the surrounding neighborhood. The city recognizes that adverse neighborhood impacts may result from the keeping of domesticated chickens as a result of noise, odor, unsanitary animal living conditions, unsanitary waste storage and removal, the attraction of predators, rodents, insects, or parasites, and non-confined animals leaving the owner's property. This section is intended to create licensing standards and requirements that ensure that domesticated chickens do not adversely impact the neighborhood surrounding the property on which the chickens are kept.
- (b) *Permit required.* An annual permit is required for the keeping of any domesticated chickens. Additionally, a building permit is required for the construction of a henhouse and chicken pen.
 - (1) The annual permit to keep chickens is personal to the permittee and may not be assigned. In addition, the permit authorizes the keeping of chickens only upon the property described in the permit. The permittee must occupy the residence on the property where the chickens are kept as the permittee's personal, primary residence. An applicant for a permit must either own the property or have permission from the property owner to be eligible for a permit. Only one (1) permit is allowed per permittee. In the event the permittee is absent from the property for longer than thirty (30) days, the permit automatically shall terminate and become void. The issuance of a permit does not create a vested right to renewal of the permit beyond the stated term thereof.
 - (2) The first permit year shall extend from the date of issuance through December 31, 2010. Thereafter the permit year shall be January 1 through December 31.
- (c) *Fees.* The fee for an annual permit to keep chickens is twenty-five dollars (\$25.00). In addition, a fifty dollar (\$50.00) fee shall be required for the building permit for the construction of a henhouse and fenced enclosure.
- (d) *Number and type of chickens allowed.*
 - (1) Up to six (6) chickens may be allowed. The provisions of this section apply to all lots regardless of how many dwelling units are on the lot. In the case of multifamily residential complexes without individually owned back yards, the maximum number of chickens allowed is six (6) per complex.
 - (2) Only female chickens (hereinafter "hens") are allowed. There is no restriction on domestic chicken breeds. However, fowl and poultry other than chickens are not allowed.
- (e) *Noncommercial use only.* Hens shall be kept for personal use only; no person shall sell eggs or engage in chicken breeding or fertilizer production for commercial purposes. The slaughtering of chickens is prohibited.
- (f) *Fenced enclosures and henhouses.*
 - (1) Hens must be kept in a fenced enclosure at all times. The fenced enclosure must be either: (i) covered, or (ii) at least forty-two (42) inches high, in which case, all hens must be wing-clipped to prevent escape. Hens shall be secured within the henhouse during non-daylight hours.
 - (2) In addition to the fenced enclosure, hens shall be provided with a covered, predator-resistant

henhouse.

- (3) A minimum of two (2) square feet per hen shall be provided for henhouses and six (6) square feet per bird for fenced enclosures.
 - (4) Fenced enclosures and henhouses must be properly ventilated, clean, dry, and odor-free, kept in a neat and sanitary condition at all times, in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor or other adverse impact.
 - (5) The henhouse and fenced enclosure must provide adequate ventilation and adequate sun, shade and must be constructed in a manner to resist access by rodents, wild birds, and predators, including dogs and cats.
 - (6) Henhouses shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator- and bird-resistant wire of less than one (1) inch openings.
 - (7) The materials used in making the henhouse and fence shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The henhouse shall be well-maintained.
 - (8) Henhouses shall be located in compliance with the City of Knoxville Code of Ordinances, appendix B, zoning regulations.
 - (9) Neither the henhouse nor the fenced enclosure may be located less than ten (10) feet from any abutting property line.
 - (10) Henhouses and enclosures shall not be permitted in front yards.
- (g) *Food storage and removal.* All stored food for the hens must be kept either indoors or in a weather-resistant container designed to prevent access by animals. Uneaten food shall be removed daily.
 - (h) *Waste storage and removal.* Provision must be made for the storage and removal of chicken manure. All manure for composting or fertilizing shall be contained in a well-aerated garden compost pile. All other manure not used for composting or fertilizing shall be removed. In addition, the henhouse and surrounding area must be kept free from trash and accumulated droppings.
 - (i) *[All other rules of this code apply.]* In addition to the standards set forth in this ordinance, the permittee must follow all other applicable rules for the keeping of animals included in this code.
 - (j) *Application for permit.* Every applicant for a permit to keep domesticated hens shall:
 - (1) Complete and file an application on a form prescribed by the animal control unit;
 - (2) Deposit the prescribed permit fee with the animal control office at the time the application is filed. Any material misstatement or omission shall be grounds for denial, suspension or revocation of the permit.
 - (k) *Approval of permit.* The animal control board shall issue a permit if the applicant has demonstrated compliance with the criteria and standards in this section.
 - (l) *Denial, suspension or revocation of permit.* The animal control board shall deny a permit if the applicant has not demonstrated compliance with all provisions of this section. A permit to keep domesticated hens may be suspended or revoked by the animal control board where there is a risk to public health or safety or for any violation of or failure to comply with any of the provisions of this section or with the provisions of any other applicable ordinance or law. Any denial, revocation or suspension of a permit shall be in writing and shall include notification of the right to and procedure for appeal.

(m) *Penalty.* In addition to any other enforcement action which the city may take, violation of any provision of this section shall be a civil violation and a fine not exceeding fifty dollars (\$50.00) may be imposed. Each day that a violation continues will be treated as a separate offense.

(n) *Separability.* In the event that any portion of this section shall be declared by any competent court to be invalid for any reason, such decision shall not be deemed to affect the validity of any other portion of this section.

(Ord. No. O-116-2010, § 2, 8-24-10)