

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

March 24, 2014—7:00 p.m.

AGENDA

I. ROLL CALL

II. SPECIAL REPORTS

Presentation and public meeting to provide information concerning the City of Oak Ridge's application for a Clean Water State Revolving Loan Fund (SRF) in the amount of \$3,000,00.00.

III. RESOLUTIONS

a. RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

b. Redflex Traffic Solutions, Inc. Agreement:

Option 1) A RESOLUTION EXTENDING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS FOR AN ADDITIONAL TWO-YEAR TERM ENDING APRIL 21, 2016.
(pending approval as amended)

Option 2) A RESOLUTION TERMINATING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS ON APRIL 21, 2014.

c. A RESOLUTION TO AUTHORIZE THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF THE OAK RIDGE TURNPIKE AND THE OAK RIDGE HIGH SCHOOL SUBJECT TO APPROVAL OF THE TRAFFIC SIGNAL DESIGN BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT), AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND TDOT TO ASSIGN PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID TRAFFIC SIGNAL TO THE CITY.

IV. FINAL ADOPTION OF ORDINANCES

Public Hearing and Final Adoption of an Ordinance

a. AN ORDINANCE TO AMEND ORDINANCE NO. 05-2013, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXES THE RATE OF THE TAX, ADOPTS A BUDGET, AND ADOPTS APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2013, BY AMENDING SAID APPROPRIATIONS.

Final Adoption of an Ordinance (cont.)

- b. AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, WITH THE SAME TITLE, TO CHANGE THE DUE DATE AND DELINQUENT DATE FOR TAXES.

V. ADJOURNMENT

SPECIAL REPORTS



CITY OF OAK RIDGE, TENNESSEE

NOTICE OF PUBLIC MEETING

MONDAY MARCH 24, 2014 AT 7:00 p.m. (local time)
Municipal Building Courtroom

To provide information about the City of Oak Ridge application for a
CLEAN WATER STATE REVOLVING FUND LOAN

consisting of a loan in the total amount of \$3,000,000
to construct the Wastewater Collection System Rehabilitation Project
consisting of

Construction Engineering Fees for the Equalization Basins;
Engineering Fees and Construction of Turtle Park I;
Construction of West End I
and the resulting impact on monthly water/sewer bills.

Questions prior to the meeting should be directed to:

Janice E. McGinnis
Finance Director

jmcginnis@oakridgetn.gov

865-425-3540

The City of Oak Ridge, Tennessee, will hold a PUBLIC MEETING during a special-called City Council meeting on March 24, 2014 beginning at 7:00 p.m. (local time) in the Municipal Building Courtroom, 200 S. Tulane Avenue, Oak Ridge, to provide information concerning the application for a Clean Water State Revolving Fund (SRF) Loan.

The City of Oak Ridge received EPA Administrative Order (AO) CWA-04-2010-4772 on September 27, 2010. The Remediation Plan required by the AO and approved by EPA details plans for sewer rehabilitation/replacement projects and the construction of equalization basins for the sewer system at an estimated cost of \$23,090,800. The following lists the funding source and amount for the Remediation Plan.

2012 Tennessee Municipal Bond Fund Loan and General Obligation Bonds, Series 2013	\$ 1,856,048
City of Oak Ridge Waterworks Fund	\$ 234,752
SRF Loan 2013-324	\$ 4,000,000
SRF Loan 2013-325	\$14,000,000
SRF Loan 2014-337 (application to be submitted)	\$ 3,000,000
Total	\$23,090,800

Citizens are encouraged to attend the public meeting. If unable to attend the meeting, please submit written comments, no later than Friday March 21, 2014 to:

Susan Fallon
City of Oak Ridge
Administrative Manager
P.O. Box 1
Oak Ridge, TN 37831-0001
sfallon@oakridgetn.gov

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the public meeting should notify Susan Fallon, City of Oak Ridge, at least three days prior to the meeting.

RESOLUTIONS

**FINANCE DEPARTMENT MEMORANDUM
14-07**

DATE: March 18, 2014
TO: Mark S. Watson, City Manager
FROM: Janice E. McGinnis, Finance Director
SUBJECT: \$3,000,000 State Revolving Fund (SRF) Loan

Introduction

An item for City Council's consideration is the Authorizing Resolution for a \$3,000,000 loan from the State Revolving Fund (SRF) program to complete planned financing of the \$23,090,000 in wastewater capital projects outlined in the City's Wastewater Collection System Remediation Plan, which was submitted to and approved by the US Environmental Protection Agency (EPA) as part of the requirements to meet the EPA Administrative Order. Also attached is the applicable Revolving Fund Loan Agreement to be executed by the City and the State which outlines the terms and conditions of the loans.

Funding

The annual debt service payments are estimated to be \$178,900. Funding will be provided by the existing wastewater rate structure. The \$3,000,000 loan was planned and included in the wastewater rate study prepared by Chris Mitchell in August 2013.

Review

The terms of this loan are similar to those of the \$18,000,000 in SRF loans approved by City Council on February 25, 2013. The key points and advantages of this loan program are as follows:

Term:	The 20-year principal payment amortization to begin within either (1) 90 days after the Project is complete, or (2) 120 days after 90% of the Project Loan has been disbursed, whichever event occurs earlier.
Issuance Costs:	No loan issuance costs.
Interest Rate:	The fixed interest rate has been set by the State at 1.73%.
Other Fees:	Administrative Fee of .08% annually of the outstanding loan balance.
Payment:	Monthly Interest and fees on the outstanding loan balance once loan draws occur. Monthly principal payments once the principal payments begin as outlined in the loan terms above.
Prepayment:	Can prepay all or part of the loan.
Spend Down Period:	Until principal payments begin as outlined in the loan terms above.

Loan proceeds are drawn as work progresses with the interest rate and administrative fee being applied only on the outstanding loan amount. When loan draws are complete, the loan principal payment amortization is restructured based on the actual principal borrowed.

Recommendation

Staff recommends approval of the attached resolution. It is the most cost-effective method available to obtain the necessary funding.


Janice E. McGinnis

Attachments:

Authorizing Resolution
Revolving Fund Loan Agreement
Loan Conditions

City Manager's Comments:

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


Mark S. Watson


Date

AUTHORIZING RESOLUTION _____

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the **City of Oak Ridge** (name of local government) is a public and governmental body in **Oak Ridge, Tennessee** (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **CWSRF 2014-337** (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 *et. seq.*, provide for the lending of moneys in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of **THREE MILLION DOLLARS (\$3,000,000)** by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of **THREE MILLION DOLLARS (\$ 3,000,000)** for the purpose of funding all or a portion of the total estimated cost of the Project **TWENTY THREE MILLION, NINETY THOUSAND AND EIGHT HUNDRED DOLLARS (\$23,090,800)**, by **Mark S. Watson**, the City Manager of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The City Manager of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2014.

Thomas L. Beehan, Mayor

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

(Affix Seal As Appropriate)

Keith R. Kershner

City Attorney

(Name and Title)

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The **City Manager** of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2014.

Thomas L. Beehan, Mayor

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Kent R. Kershner

City Attorney

(Affix Seal As Appropriate)

(Name and Title)

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The City Manager of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2014.

Thomas L. Beehan, Mayor

WITNESS:

APPROVED AS TO FORM AND LEGALITY:

Kent R. Kershner

City Attorney

(Affix Seal As Appropriate)

(Name and Title)

REVOLVING FUND LOAN AGREEMENT

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the City of Oak Ridge (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage a wastewater facilities. The purpose of this agreement is to provide for the financing of all or a portion of a wastewater facility (the "Project") by the Local Government. The Local Government submitted an application for the financing dated _____ which is made by reference a part of this Agreement.

1. **DEFINITIONS.** Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
 - (a) "Administrative fee" means the fee to be collected by the Authority for administration of the loan in accordance with TCA Sections 68-221-1004(a) and 68-221-1204(a);
 - (b) "Agreement" means this agreement providing financing for the Project from the Fund;
 - (c) "Clean Water Act" means the Water Pollution Control Act of 1972, PL 92-500, 33 U.S.C. Sections 1251 et seq., as amended, and rules and regulations promulgated thereunder;
 - (d) "Facility" means either a wastewater facility or a water system;
 - (e) "Fund" means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, TCA Sections 68-221-1001, et seq., and rules and regulations promulgated thereunder, or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, TCA Sections 68-221-1201, et seq., and rules and regulations promulgated thereunder;
 - (f) "Local Government" means the governmental entity borrowing under this Agreement described in (1) TCA Section 68-221-1003(7)(A), as amended, if a wastewater facility and (2) TCA Section 68-221-1203(6), as amended, if a water system.
 - (g) "Program Loan" and "Loan Program Agreement" have the meanings established by TCA Section 4-31-102, as amended;
 - (h) "Project" means the activities or tasks concerning a facility described in the Application to be financed pursuant to this Agreement;
 - (i) "Project Cost" means the total amount of funds necessary to complete the Project;
 - (j) "Project Loan" means the moneys loaned from the fund to finance the Project and required to be repaid pursuant to this Agreement;
 - (k) "Safe Drinking Water Act" means the Safe Drinking Water Act, Title XVI of Public Health Service Act, 42 U.S.C. Sections 300f et seq., as amended, and rules and regulations promulgated thereunder;

- (l) "State" shall mean the State of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) "State-Shared Taxes" has the meaning established by TCA Section 4-31-102, as amended; and
- (n) "Unobligated State-Shared Taxes" means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be **\$23,090,800** which is expected to be funded as follows:

(1) State Revolving Loan	\$ 3,000,000
(2) Local Funds	\$ 234,752
(3) Other Funds (CW1 2013-324)	\$ 4,000,000
(4) Other Funds (CWSRF 2013-325)	\$ 14,000,000
(5) Other Funds (Tennessee Municipal Bond Fund Loan and GO Bonds, Series 2013)	\$ 1,856,048
TOTAL	<u>\$ 23,090,800</u>

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed **THREE MILLION DOLLARS (\$3,000,000)**, (the "Project Loan") to bear interest as described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the Project Loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Administrative fee. The Authority shall collect a fee equal to 8 basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.
- (d) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

4. REPAYMENT OF PROJECT LOAN.

- (a) Payments. The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the Payment Schedule established by the Authority. The Payment Schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The Payment Schedule will require repayments of principal to begin either (1) within ninety (90) days after the Project is completed, or, if the Project consists solely of planning, replanning, or design work, after the Project is complete; or (2) within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed, whichever event occurs earlier. Provided, however, the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after the Project is completed.
- (b) Reduction. The Project Loan, and the required payments made pursuant to the Payment Schedule, shall be reduced to reflect:
- (1) Funding not listed in Section 2(b) which subsequently becomes available, or
 - (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.

If any of the conditions set out above shall occur, a new Payment Schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.

- (c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.
5. DISBURSEMENT OF PROJECT LOAN. Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the Payment Schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. No more than 90% of the Project Loan shall be paid to the Local Government prior to the time the construction of the Project has been completed, the facilities constituting the Project are in the opinion of the Department in proper operation, and the Project has been approved by the Department; at that time the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or replanning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or replanning and design.

6. AMENDMENT.

- (a) Increase in Project Loan. If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties hereto (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:
- (1) Amounts in the Fund are authorized and available for such increase;
 - (2) The increased Project Loan otherwise meets the applicable statutory requirements and the regulations adopted thereunder; and
 - (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution or ordinance of the Local Government.
- (b) Other Amendments and Modifications. Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties hereto.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT. The Local Government hereby represents, agrees and covenants with the State as follows:

- (a) To construct, operate and maintain the Project in accordance, and to comply, with all applicable federal and State statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with the Project schedule, plans and specifications, and any and all special conditions established and/or revised by the Department;
- (c) To commence operation of the Project on its completion; and not to contract with others for the operation and management of or to discontinue operation or dispose of the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To advise the Authority before pledging or encumbering its State Shared Taxes;
- (f) To comply with applicable federal requirements including the laws and executive orders listed on Exhibit A to this Agreement;
- (g) To advise the Department before applying for federal or other State assistance for the Project;
- (h) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;

- (i) To provide and maintain competent and adequate engineering supervision and inspection of the Project to insure that the construction conforms with the approved Plans and Specifications;
 - (j) To abide by and honor any further guarantees or securities as may be required by the State which are not in conflict with State or federal law;
 - (k) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
 - (l) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part.
8. SECURITY AND DEFAULT. As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due here under, as well as the other costs or operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess.

The Local Government further pledges such other additional available sources of revenues as are necessary to meet the obligations of the Local Government under this Agreement.

As further security for this Project Loan, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. In the event the Local Government fails to remit the monthly payments as established in the Payment Schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure. In the event the Local Government shall fail to cure payment delinquency within 60 days of the receipt of such notice, the Authority shall so notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

9. CONDITIONS PRECEDENT. This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:
- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
 - (b) An opinion of the Attorney or Special Counsel to the Local Government to the effect that:

- (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
- (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(l);
 - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
 - (e) A representation of the Local Government as to loans and state shared taxes.
10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.
11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
 William R. Snodgrass - Tennessee Tower
 312 Rosa L. Parks Avenue, 12th Floor
 Nashville, Tennessee 37243-1102
 ATTN: State Revolving Fund Loan Program

To Authority: Tennessee Local Development Authority
 Suite 1600, James K. Polk Building
 Nashville, TN 37243-0273
 ATTN: Assistant Secretary

To Local Government: City of Oak Ridge
 ATTN: Mark S. Watson, City Manager
 P.O. Box 1
 Oak Ridge, TN 37831

12. SECTION HEADINGS. Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE. The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

City of Oak Ridge
(City)

BY: _____
Mark S. Watson, City Manager

DATE: _____

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

LOAN CONDITIONS

GENERAL LOAN CONDITIONS

City of Oak Ridge

CWSRF 2014-337

The Local Government hereby agrees to comply with the General loan Conditions attached to, and made a part of, this Loan Agreement.

1. The following project schedule is established:
 - a. Submit complete plans and specifications on or before .
 - b. Receive bids on or before .
 - c. Start construction on or before ».
 - d. Complete construction on or before. ..
 - e. Initiate operation on or before
 - f. Complete start up services on or before
2. No date reflected in the loan agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES Permit. It is the borrower's obligation to request any required modification of applicable permit terms or other enforcement requirements.
3. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in subagreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

The following steps must be utilized in soliciting participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) are solicited.
- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.

- g. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
 - h. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
 - i. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
4. The Local Government will comply with the following:
- a. The Local Government must adhere with the most current Wage Rate (Davis-Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
 - d. The wage rate information can be obtained at:
www.gpo.gov/davisbacon/referencemat.html and www.wdol.gov/.
5. The Local Government will comply with the following new Buy American requirements:

H.R.3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted on January 17, 2014. This law provides appropriations for both Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) for Fiscal Year of 2014, while adding a Buy American requirement to these already existing programs. H.R. 3547 provides that none of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by Section 1452 of the Safe Drinking water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (EPA) finds that:

- 1) applying the Buy American requirements would be inconsistent with the public interest;
- 2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the Administrator receives a request for a waiver under this section, the Administrator shall make a copy of the request and information concerning the request available to the public and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and other information available on the official EPA Internet Web site and by other electronic means.

6. The local government will comply with the following OMB Circular A-133 audit requirements:

The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.

CFDA Title: Capitalization Grants for Clean Water State Revolving Funds

CFDA #: 66.458

Research and Development Award: No

Grant Number: CS470001XX

Federal Awarding Agency: Environmental Protection Agency, Office of Water

Confirmations of actual federal funding can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Municipal Audit's Website @ <http://www.tn.gov/comptroller>.

At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), number(s), and amount(s).

OMB Circular A-133 Audit Requirements

Section 200 states, "*Non-federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year...*"

Section 320 states, "*The audit shall be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section shall be submitted within . . . nine months after the end of the audit period . . .*"

Section 225 states, "*In cases of continued inability or unwillingness to have an audit conducted in accordance with these requirements, Federal agencies and pass-through entities shall take appropriate action using sanctions such as (a) Withholding a percentage of Federal awards until the audit is completed satisfactorily; (b) Withholding or disallowing overhead costs; (c) Suspending Federal awards until the audit is conducted; or (d) Terminating the Federal award.*"

6. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL LOAN CONDITIONS

None.

CITY CLERK MEMORANDUM
14-18

DATE: March 13, 2014

TO: Honorable Mayor and Members of City Council

FROM: Diana R. Stanley, City Clerk

SUBJECT: AMENDMENT TO REDFLEX CONTRACT RENEWAL FOR MARCH 24, 2014 MEETING (OPTION 1)

During the March 3, 2014 City Council meeting, City Council approved an amendment to the following resolution:

A RESOLUTION EXTENDING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS FOR AN ADDITIONAL TWO-YEAR TERM ENDING APRIL 21, 2016.
(Option 1)

An excerpt from the March 3, 2014 City Council meeting minutes has been provided below that outlines the amendment, discussions, and approval.

Following clarifications from the City Clerk regarding procedures to consider one (1) of the two (2) options for the Redflex agreement with an amendment, Mayor Pro Tem Miller moved to consider Option 1 titled "a resolution extending the agreement (COR 08-01) between the City and Redflex Traffic Solutions, Inc., for automated red light and speed cameras for an additional two-year term ending April 21, 2016" (Option 1). The motion was seconded by Councilmember Hensley.

Mayor Pro Tem Miller moved to amend the resolution (Option 1) by including some revisions, such as location changes, fee renegotiations, consideration of mobile units, and consideration of a Request for Proposal (RFP). The City Attorney clarified that a motion to consider an RFP would cancel the contract. Mayor Pro Tem Miller agreed to remove the consideration for the RFP, but keep the remaining three (3) revisions as part of the amendment. The motion was seconded by Councilmember Hensley.

The City Attorney noted that, according to new changes in State law, a traffic study would have to be performed, at the expense of the City, before considering new locations of cameras since that would trigger a change in the existing contract.

Following discussions on the proposed amendment, the amendment passed by board vote with Councilmembers Garcia Garland, Hensley, Mayor Pro Tem Miller, and Mayor Beehan voting "Aye," Councilmember Mosby voting "Nay," and Councilmember Baughn abstaining.

A copy of Option 1, as amended, has been provided with the March 24, 2014 City Council agenda packet.

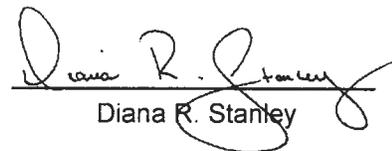

Diana R. Stanley

Photo Enforcement Camera Proceeds As of December 31, 2013

Fiscal Year	City Revenue	Redflex Share	Total
2014	\$ 170,008	\$ 338,324	\$ 508,332
2013	411,542	662,463	1,074,005
2012	451,173	692,518	1,143,691
2011	619,234	821,712	1,440,945
2010	951,915	1,056,440	2,008,355
Total	\$ 2,603,872	\$ 3,571,456	\$ 6,175,328

Fiscal 2010 City Revenues remained in the General Fund. City Revenues FY 2011 and forward are recorded in the Special Programs Fund.

Special Programs Fund Expenditures

<u>Fiscal Year</u>	<u>Project</u>	<u>Amount</u>
2014		
	Police Officer's Salary (25%)	\$ 9,434
	Pedestrian Improvement - Emory Valley Rd @ Emory Valley Center	23,007
	Jackson Square Upper Parking Lot (Farmer's Market)	163,022
	Total FY 2014	<u>\$ 195,464</u>
2013		
	Police Officer's Salary (25%)	\$ 18,509
	Pedestrian Improvement - S Illinois Ave	156,210
	Pedestrian Improvement - Melton Lake Dr.	52,534
	Transfer for Woodland School Project	300,000
	Total FY 2013	<u>\$ 527,253</u>
2012		
	Police Officer's Salary (25%)	\$ 16,050
	Rumble Strips - City Wide	4,882
	Pavement Marking - City Wide	25,324
	Bike Route Signs - City Wide	13,271
	Pedestrian Improvement - S Illinois Ave	93,462
	Total FY 2012	<u>\$ 152,989</u>
Total		<u>\$ 875,706</u>

Special Programs Fund

- Current Cash Balance - \$778,305



CITY COUNCIL MEMORANDUM 14-06
LEGAL DEPARTMENT MEMORANDUM 14-09

DATE: February 19, 2014
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
Kenneth R. Krushenski, City Attorney
SUBJECT: AGREEMENT (COR 08-01) WITH REDFLEX TRAFFIC SYSTEMS, INC.

Introduction

An item for the agenda is a resolution pertaining to the agreement with Redflex Traffic Systems, Inc., for automated red light and speed cameras.

Background

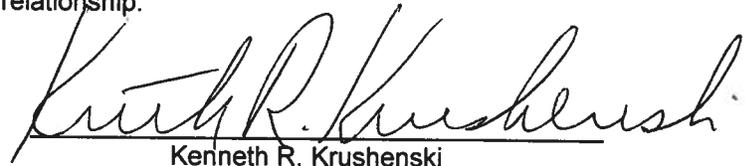
By Resolution 8-78-08, City Council approved an agreement with Redflex Traffic Systems, Inc., (Redflex) for automated red light and speed cameras (COR 08-01). This agreement provided for an initial five year term commencing on the date the first camera was constructed, installed, and ready for operation. The initial term ends April 21, 2014. Pursuant to the agreement, Redflex installed four automated cameras within Oak Ridge. Two of the cameras are red light only and two of the cameras are combined red light and speed. Three of the camera locations are placed in school zones.

City Council has asked for significant data to determine the effect of the cameras on the community and school safety. Information has been previously submitted to Council and current report data is also available on the City's website at <http://www.oakridgetn.gov/content.aspx?article=2230>. Financially, proceeds from the cameras have dropped since the program's inception. Funds from the cameras have been used for community safety improvements. Most recently, funds were approved by Council for use in pedestrian safety improvements at various Oak Ridge Turnpike locations, accessibility improvements to the parking lot at Jackson Square (Farmer's Market site), and pedestrian crosswalk safety improvements at Emory Valley Road near the Emory Valley Center, approved by Resolutions 8-80-2013 and 9-86-2013 respectively.

By the terms of the agreement, the City may extend the term for up to two (2) additional consecutive two-year terms. The City may exercise this option by providing written notice to Redflex not less than thirty (30) days prior to the expiration of the current term. Failure to take any action on the option to extend will result in the agreement expiring by its terms on April 21, 2014.

This item is scheduled for discussion at the February 24, 2014 work session. Two resolutions are provided for Council's consideration. One resolution exercises the renewal option set forth in the agreement. The other resolution ends the contractual relationship.


Mark S. Watson


Kenneth R. Krushenski

Attachment: Resolution to Exercise Extension
Resolution to Not Exercise Extension

RESOLUTION

A RESOLUTION EXTENDING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS FOR AN ADDITIONAL TWO-YEAR TERM ENDING APRIL 21, 2016.

WHEREAS, by Resolution 8-78-08, City Council approved an agreement with Redflex Traffic Systems, Inc., Scottsdale, Arizona, for automated red light and speed camera enforcement systems; and

WHEREAS, the agreement provides up to fifteen (15) enforcement systems over an initial five-year term (calculated once the first camera was installed and ready for operation), with the City's option to extend for two (2) additional consecutive two-year terms; and

WHEREAS, the initial five-year term is set to expire in April 21, 2014; and

WHEREAS, City Council desires to exercise the option to extend the agreement for an additional two-year term ending April 21, 2016.

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

That City Council hereby exercises the City's option to extend the agreement (COR 08-01) between the City of Oak Ridge, Tennessee, and Redflex Traffic Systems, Inc., for an additional two-year term ending April 21, 2016, all other terms and conditions of the agreement remaining the same.

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

This the 24th day of March 2014.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

RESOLUTION

A RESOLUTION TERMINATING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS ON APRIL 21, 2014.

WHEREAS, by Resolution 8-78-08, City Council approved an agreement with Redflex Traffic Systems, Inc., Scottsdale, Arizona, for automated red light and speed camera enforcement systems; and

WHEREAS, the agreement provides up to fifteen (15) enforcement systems over an initial five-year term (calculated once the first camera was installed and ready for operation), with the City's option to extend for two (2) additional consecutive two-year terms; and

WHEREAS, the initial five-year term is set to expire in April 21, 2014; and

WHEREAS, City Council desires to not exercise the option to extend the agreement and allow the agreement to terminate by its terms on April 21, 2014.

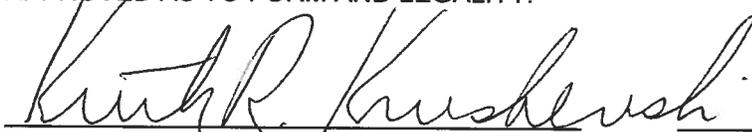
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OAK RIDGE, TENNESSEE:

That City Council hereby elects to not exercise the City's option to extend the agreement (COR 08-01) between the City of Oak Ridge, Tennessee, and Redflex Traffic Systems, Inc., and, therefore, the agreement will terminate by its terms on April 21, 2014.

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

This the 24th day of March 2014.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

RESOLUTION

A RESOLUTION EXTENDING THE AGREEMENT (COR 08-01) BETWEEN THE CITY AND REDFLEX TRAFFIC SOLUTIONS, INC., FOR AUTOMATED RED LIGHT AND SPEED CAMERAS FOR AN ADDITIONAL TWO-YEAR TERM ENDING APRIL 21, 2016.

WHEREAS, by Resolution 8-78-08, City Council approved an agreement with Redflex Traffic Systems, Inc., Scottsdale, Arizona, for automated red light and speed camera enforcement systems; and

WHEREAS, the agreement provides up to fifteen (15) enforcement systems over an initial five-year term (calculated once the first camera was installed and ready for operation), with the City's option to extend for two (2) additional consecutive two-year terms; and

WHEREAS, the initial five-year term is set to expire in April 21, 2014; and

WHEREAS, City Council desires to exercise the option to extend the agreement for an additional two-year term ending April 21, 2016.

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

That City Council hereby exercises the City's option to extend the agreement (COR 08-01) between the City of Oak Ridge, Tennessee, and Redflex Traffic Systems, Inc., for an additional two-year term ending April 21, 2016, all other terms and conditions of the agreement remaining the same.

BE IT FURTHER RESOLVED that, as part of the renewal of the contract, the City shall consider possible relocation of designated enforcement locations (cameras), the renegotiation of the current pricing split between the City and Redflex, and the utilization of the mobile speed enforcement system (vehicle).

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

This the 24th day of March 2014.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

PUBLIC WORKS MEMORANDUM
14-04

DATE: February 21, 2014
TO: Mark S. Watson, City Manager
FROM: Steven R. Byrd, P.E., City Engineer
THROUGH: Gary M. Cinder, P.E., Director of Public Works 
SUBJECT: **Proposed Oak Ridge Turnpike(SR 95)/Oak Ridge High School Traffic Signal**

Introduction

An item for City Council's consideration is a resolution approving the installation of a traffic signal at the Oak Ridge Turnpike (SR95)/Oak Ridge High School intersection subject to (1) the removal of the speed limit enforcement cameras or the school crossing guards at the intersection, and (2) the State's approval of the traffic signal design and execution of a Memorandum of Understanding between the Tennessee Department of Transportation and the City of Oak Ridge that assigns the perpetual maintenance responsibility to the City.

Funding

Oak Ridge City Council Resolution No. 4-30-11 authorized approval of expenditures from the Special Programs Fund for transportation enhancement projects for traffic capacity/safety, school crossing, and bicycle/pedestrian safety. The Special Programs Fund is proposed for funding the traffic signal.

Background

Over the years there have been pedestrian safety concerns at the High School/Turnpike access crossing. Several traffic controls measures have been implemented at the crossing to improve safety and includes flashing school speed limit signs, speed limit enforcement cameras and the presence of school crossing guards during the AM and PM school peak traffic hours.

Per the City Manager's request, in September 2012 the Traffic Safety Advisory Board (TSAB) reviewed the possibility of installing a traffic signal at the intersection. Staff presented to the Board the following facts for review:

- Intersection turning movement traffic count
- Pedestrian crossing count
- Traffic vehicle gap study
- 3-year vehicle crash history (No crashes reported)
- Summary of the nine traffic signal warrants used to justify a signal installation as referenced in the Manual on Uniform Traffic Control Devices (MUTCD).
- Existing traffic control measures

Based on a review of the signal warrants it was determined that only one of the nine warrants was met, the Signal Warrant for School Crossing. This Warrant requires that there be at least one adequate gap in traffic per minute for school students to cross the roadway during any one hour time period of the day. Based on a vehicle gap study during the period when school was dismissing students, there were only 2 adequate gaps observed. After a lengthy discussion of the facts, the Board passed a motion that the intersection remain as not signalized, given the condition that a crossing guard be present during peak periods of pedestrian activities. The Board felt that if the crossing guard condition cannot be satisfied, then the issue should be revisited because a traffic signal may be required to ensure the safety of students crossing Oak Ridge Turnpike.

A traffic signal installation is estimated to cost from \$150,000 to \$200,000. The time-frame to design, bid, and submit to Council for contract approval, and to complete construction is estimated at nine months. The Tennessee Department of Transportation must approve the design and installation of any traffic signal on a State route, but staff does not anticipate any issues with the State on this matter.

Recommendation

If the speed limit enforcement cameras or the school crossing guards are removed at the intersection, it is staff's recommendation to install a traffic signal. Staff recommends approval of the accompanying resolution authorizing the installation of a traffic signal at the Oak Ridge Turnpike/Oak Ridge High School intersection subject to the State's approval and execution of a Memorandum of Understanding between the Tennessee Department of Transportation and the City of Oak Ridge that assigns the perpetual maintenance responsibility to the City.



Steven R. Byrd

City Manager's Comments:

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



Mark S. Watson

2-22-14
Date

RESOLUTION

A RESOLUTION TO AUTHORIZE THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF THE OAK RIDGE TURNPIKE AND THE OAK RIDGE HIGH SCHOOL SUBJECT TO APPROVAL OF THE TRAFFIC SIGNAL DESIGN BY THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT), AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND TDOT TO ASSIGN PERPETUAL MAINTENANCE RESPONSIBILITY OF SAID TRAFFIC SIGNAL TO THE CITY.

WHEREAS, in the event of removal of the Oak Ridge Turnpike speed limit enforcement cameras or school crossing guards, the City desires to install a traffic signal at the intersection of the Oak Ridge Turnpike and the Oak Ridge High School to improve safety, which traffic signal is subject to design approval by the Tennessee Department of Transportation; and

WHEREAS, by Resolution 4-30-11, City Council authorized the use of the Special Programs Fund for transportation enhancement projects for traffic capacity/safety improvements, school crossing, and bicycle/pedestrian safety improvements; and

WHEREAS, City Staff is ready to proceed with the design and installation of a traffic signal at this location, with an estimated cost from \$150,000.00 to \$200,000.00 to be paid from the Special Programs Fund; and

WHEREAS, the City Manager recommends authorization from City Council to install a traffic signal at this location and to enter into a Memorandum of Understanding with the Tennessee Department of Transportation to assign perpetual maintenance responsibility of said traffic signal to the City.

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

That the recommendation of the City Manager is approved and, in the event of removal of the Oak Ridge Turnpike speed limit enforcement cameras or school crossing guards, City Council hereby authorizes the installation of a traffic signal at the intersection of the Oak Ridge Turnpike and the Oak Ridge High School subject to the Tennessee Department of Transportation's (TDOT) approval of the traffic signal design, and approval of a Memorandum of Understanding between the City and TDOT to assign perpetual maintenance responsibility of the traffic signal to the City.

BE IT FURTHER RESOLVED that City Council hereby authorizes the use of the Special Programs Fund for said traffic signal, which is estimated to cost from \$150,000.00 to \$200,000.00.

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

This the 24th day of March 2014.

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

**FINAL ADOPTION
OF
ORDINANCES**

CITY COUNCIL MEMORANDUM
14-09

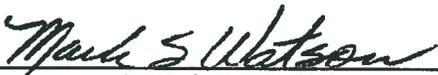
DATE: February 25, 2014
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: REQUEST FROM THE OAK RIDGE BOARD OF EDUCATION FOR
AN AMENDMENT TO THEIR FY 2014 BUDGET

An item for Council's consideration is an ordinance to amend Ordinance No. 05-2013, which ordinance imposes a tax on all property within the City, fixes the rate of the tax, adopts a budget, and adopts appropriations for the fiscal year beginning July 1, 2013, by amending said appropriations.

The City Council is requested to consider a budget amendment, as forwarded by the Oak Ridge Board of Education, for \$1,750,864 to develop the Discovery Education Partnership Contract. A summary of the program and Board of Education action has been provided by Superintendent of Schools Bruce Borchers.

In accordance with City Charter and TCA Section 9-21-151, the City Council is required to approve any budgetary amendments of the Board of Education during its fiscal year. In order for this to occur, the budget amendment process will require Council consideration to approve the request in ordinance form for first reading at the March 3, 2014 Council meeting. The required public hearing and second reading of the ordinance would be scheduled during a City Council Special Meeting on March 24, 2014.

Dr. Borchers will be present at the Council meeting to explain the requirements of the Schools initiative.



Mark S. Watson

Attachments



OAK RIDGE SCHOOLS
304 NEW YORK AVE.
P.O. BOX 6588
OAK RIDGE, TN 37831-6588

Telephone: 865.425.9001
Fax: 865.425.9070

Dr. Bruce T. Borchers
Superintendent
Email: btborchers@ortn.edu

February 25, 2014

Mr. Mark Watson
City Manager
P.O. Box 1
Oak Ridge, TN 37830

Re: Oak Ridge Schools-Leading in the 21st Century "Digital Transformation"

Dear City Manager Watson:

The Oak Ridge Schools sits poised for the implementation of an amazing STEM and Digital Transformation initiative. The purpose of the initiative is to prepare our students for college and career success in the 21st century. The foundation of this initiative is our goal to help students become global citizens, collaborators and critical thinkers.

Given these goals, I am requesting that the City Council amend our FY14 budget and approve a budget transfer of \$1,750,864 from General Fund Undesignated Fund Balance to fund Technology Infrastructure Improvements and our STEM initiative. The Oak Ridge Board of Education passed this budget transfer (first reading) at the February 24th Board meeting. The Board will have a second reading on February 28th.

I have included some supporting documentation about our plans moving forward. I also plan on being in attendance should the City Council agree to place this item on their upcoming agendas. I believe that the Oak Ridge Schools are on the brink of doing something miraculous. I feel so fortunate to share this plan with the School Board and City Council and look forward to moving ahead with this initiative.

Sincerely,

Bruce T. Borchers, Ph.D.
Superintendent

BB/ll

Attachments

FY 14 FYTD Revised Budget Request Summary

Fund	FY14 Approved Budget	Changes In Budget Including Budget Revision	FY14 Revised Budget Total
Fund 141 (General Fund)	\$ 49,460,105.69	\$ 1,750,864.00	\$ 51,210,969.69
Fund 142 (Federal)	\$ 3,373,286.31	\$ -	\$ 3,373,286.31
Fund 143 (Food Service)	\$ 1,954,004.00	\$ -	\$ 1,954,004.00
Fund 145 (Other Education)	\$ 110,567.00	\$ -	\$ 110,567.00
Fund 146 (Extended Child Care)	\$ 447,351.00	\$ -	\$ 447,351.00
Fund 262 (Equip. Rental/Replacement)	\$ 139,838.00	\$ -	\$ 139,838.00
TOTAL All Funds	\$ 55,485,152.00	\$ 1,750,864.00	\$ 57,236,016.00

FUND 141 Revision - Technology Infrastructure Improvements & Discovery Ed Partnership & Professional Development				
Account	Description	FY14 Original Approved Budget	Budget Amendment Changes/ Transfers	FY14 Revised Budget
REVENUE Account Changes (To be used from Fund Balance)				
141-39000	Undesignated Fund Balance	\$ 756,397.00	\$ 1,750,864.00	\$ 2,507,261.00
(Proposed Budget increase by using transfer from Fund Balance)				
Expenditure Account Increases				
141 E 76100 707 000 00000-408	Capital Outlay - Building Improvements	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
(Funds to support technology infrastructure improvements needed for implementation of future 1:1)				
141 E 72210 196 000 00000-250	Discovery Professional Development	\$ -	\$ 672,500	\$ 672,500.00
141 E 71100 722 000 00000-250	Discovery Ed Partnership Contract	\$ 21,085.00	\$ 78,364.00	\$ 99,449.00
Total increase for budeted expenditures			\$ 1,750,864.00	

Oak Ridge Schools-Leading in the 21st Century “Digital Transformation”

Oak Ridge Schools sits poised for the implementation of an amazing STEM and Digital Transformation initiative.

The purpose of the initiative is to prepare are students for the 21st century. The foundation of this reformation is our goal to help students become global citizens, collaborators and critical thinkers. Given these goals, Oak Ridge Schools will be focusing on the following strategies to meet these ambitious objectives for our students:

1. **Technology Infrastructure Enhancements= \$1,000,000**
2. **1:1 Integration Devices= \$1,100,000/year**
3. **Premiere PreK-12 Oak Ridge STEM Proposal= \$1,300,000 over five years**

I have been working with Karen Gagliano and feel as if ORS could handle item #1 and a significant portion of item #3 using “one-time” money from our fund balance. Our fund balance has increased which makes this allocation of resources a strong possibility:

General Operating Fund - Fund Balance for Current and Prior Fiscal Years			
Fiscal year	Unreserved, Undesignated Fund Balance	Budgeted Operating Expenditures	Fund Balance % of Budgeted Operating Expenditures
2014	\$6,068,385	\$47,758,434	12.71 %
2013	\$5,838,111	\$48,319,231	12.08%
2012	\$5,630,167	\$48,758,701	11.55%
2011	\$3,593,522	\$46,946,737	7.65%
2010	\$2,108,534	\$45,704,074	4.61%
2009	\$2,095,974	\$44,980,211	4.66%

Based on these numbers, I am recommending the following:

1. **Technology Infrastructure Enhancements= \$1,000,000**
 - This item would be an ORS cost and would be taken from our current fund balance. This would reduce our projected fund balance by \$1,000,000 which leaves 10.61%. A digital curriculum requires schools to be equipped with the necessary infrastructure and technology to deliver true digital content.
2. **1:1 Integration Devices= \$1,100,000/year**
 - This item is still up for discussion. As you know, I have had many conversations about a partnership with the Oak Ridge Public Schools Education Foundation (ORPSEF). I am asking the ORPSEF to commit to funding part of this initiative (devices for four years totals 1.1M/year or 4.4M total) in order to get this critical strategy off the ground. Ideally, it would be great if the City of Oak Ridge would also support this worthwhile strategy to help prepare our students for the 21st Century. After four-years, the cost for devices would be reduced to approximately 674,000/year and would need to be something ORS budgets for.
3. **Premiere PreK-12 Oak Ridge STEM Proposal= \$1,300,000 over five years**

- A portion of this item (Discovery Education Professional Development Services) would be taken from the ORS current fund balance. This would reduce our projected fund balance by \$672,500 which leaves 9.20%. (assumes item #1 above is taken from projected fund balance).
- That would mean that the following items in the STEM agreement would be paid for out of our general fund on the following schedule:

Service	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Discovery Education Curriculum	\$31,968	\$29,350	\$29,350	\$29,350	\$29,350	\$29,350
Discovery Education Techbook Package	\$67,481	\$25,247	\$25,247	\$25,247	\$25,247	\$25,247
Discovery Education Content Management	\$0	\$233,000	\$40,500	\$0	\$0	\$0
Discovery Education Evaluation	\$0	\$30,000	\$15,000	\$0	\$0	\$0
Totals by year	\$99,449	\$317,597	\$110,097	\$54,597	\$54,597	\$54,597

The cost to enter into a Partnership with Discovery Education for FY14 is \$99,449 (Curriculum-Streaming Services for \$31,968 and Techbook Package (Science & Social Studies) for \$67,481). We made a budget transfer earlier in the year in the amount of \$21,085 to pay for part of the streaming so the total budget transfer for FY14 needed in order to sign our partnership with Discovery Education will be \$78,364.

Talking Points:

1. The Oak Ridge Schools will be the Premier preK-12 Stem District in the Nation
2. The Oak Ridge Schools will be a leader in 21st Century Learning
3. The Oak Ridge Schools will place a meaningful instructional tool at the fingertips of every child
4. ORS is allocating "one-time" money to support students and teacher professional development
5. This allocation of resources is possible because of strong financial management in the past by ORS
6. "Best Business Practices" support maintaining an 8-10% fund balance in comparison to operating expenditures. This allows for support of ongoing operational cash flow requirements which fluctuate monthly as revenue is received.
7. The State of Tennessee requires that a 3% fund balance is maintained. Amounts greater than the 3% may be budgeted for non-recurring expenditures.

Next Steps:

- Place this item on the February 24th agenda for a first reading and have the second reading at our Board retreat on February 28th.
- Discuss the recommendation with City Manager Watson to determine the City's willingness to partner on this initiative
- This will require a 1st and 2nd reading at the City level because the original budget appropriation would be increasing by the proposed amounts listed above.
- Press conference scheduled soon after signing the partnership agreement.

I believe that the ORS is on the brink of doing something miraculous. I feel so fortunate to share this plan with the Board and look forward to hearing your feedback. As I mentioned at the last Board Meeting, I would like to move on this quickly so that we can begin our partnership with the entities above.

Dr. Borchers

Oak Ridge Schools-Leading in the 21st Century “Digital Transformation”

Oak Ridge Schools sits poised for the implementation of an amazing STEM and Digital Transformation initiative.

The purpose of the initiative is to prepare our students for the 21st century. The foundation of this reformation is our goal to help students become global citizens, collaborators and critical thinkers. Given these goals, Oak Ridge Schools will be focusing on the following strategies to meet these ambitious objectives for our students:

1. **Technology Infrastructure Enhancements= \$1,000,000**
2. **1:1 Integration Devices= \$1,100,000/year**
3. **Premiere PreK-12 Oak Ridge STEM Proposal= \$1,300,000 over five years**

I have been working with Karen Gagliano and feel as if ORS could handle item #1 and a significant portion of item #3 using “one-time” money from our fund balance. Our fund balance has increased which makes this allocation of resources a strong possibility:

General Operating Fund - Fund Balance for Current and Prior Fiscal Years			
Fiscal year	Unreserved, Undesignated Fund Balance	Budgeted Operating Expenditures	Fund Balance % of Budgeted Operating Expenditures
2014	\$6,068,385	\$47,758,434	12.71 %
2013	\$5,838,111	\$48,319,231	12.08%
2012	\$5,630,167	\$48,758,701	11.55%
2011	\$3,593,522	\$46,946,737	7.65%
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Based on these numbers, I am recommending the following:

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Dr. Borchers

TITLE

AN ORDINANCE TO AMEND ORDINANCE NO. 05-2013, WHICH ORDINANCE IMPOSES A TAX ON ALL PROPERTY WITHIN THE CITY, FIXES THE RATE OF THE TAX, ADOPTS A BUDGET, AND ADOPTS APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 2013, BY AMENDING SAID APPROPRIATIONS.

WHEREAS, there exists a need to amend the original appropriations for Fiscal Year 2014 and for the accomplishment of the same, a public hearing will be scheduled during second reading of the ordinance, scheduled for March 24, 2014 before the City Council after ten (10) days' notice thereof published in The Oak Ridger, the official newspaper, as provided by law; and

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

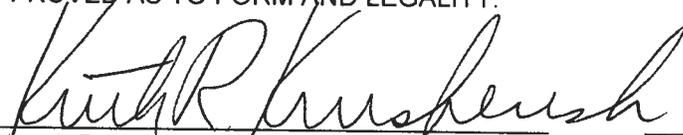
Section 1. Ordinance No. 05-2013, which adopts appropriations for Fiscal Year 2014, is hereby amended by revising Section 3 so that the same, as revised, will read as follows:

Section 3. In accordance with Article V, Section 14, of the Charter of the City of Oak Ridge, the following amounts shall be and hereby are adopted as appropriations by funds for the operation of the City of Oak Ridge, Tennessee, for Fiscal Year 2014:

General Fund, Municipal Operations	\$ 20,245,788
Debt Service (Bond and Interest Redemption Fund)	\$ 8,212,544
State Street Aid Fund	\$ 2,210,450
Streets and Public Transportation Fund	\$ 260,000
Drug Enforcement Program Fund	\$ 255,200
Grant Fund	\$ 2,179,401
General Purpose School Fund	\$ 57,236,016
Golf Course Fund	\$ 1,385,000
Capital Projects Fund	\$ 3,030,000
Solid Waste Fund	\$ 2,682,000
West End Fund	\$ 2,568,000
Special Programs Fund	\$ 1,120,000

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

APPROVED AS TO FORM AND LEGALITY:



 Kenneth R. Krushenski, City Attorney

 Thomas L. Beehan, Mayor

 Diana R. Stanley, City Clerk

First Reading: 03/03/2014
 Publication Date: 03/10/2014
 Publication Date: 03/12/2014
 Public Hearing: 03/24/2014
 Second Reading: 03/24/2014
 Publication Date: _____
 Effective Date: _____

CITY COUNCIL MEMORANDUM
14-07

DATE: February 20, 2014
TO: Honorable Mayor and Members of City Council
FROM: Mark S. Watson, City Manager
SUBJECT: CHANGE DUE DATE AND DELINQUENCY DATE FOR CITY TAXES

Introduction

An item for the agenda is an ordinance to change the due date and delinquency date for city taxes.

Background

By City Code §6-101, City taxes are due on June 1st each year and become delinquent after July 31st each year. Changing the due date and delinquency date by one month will provide benefits to the City and the taxpayers. Benefits include, but are not limited to, the following:

- The City will have more accurate information regarding the Oak Ridge Schools when preparing the annual budget. By extending the due date by one month, the City will take the appropriations ordinance to Council in June instead of May each year which will work better with the Schools current budget timeline.
- The taxpayers will be less inconvenienced. By extending the due date by one month, tax notices will not be sent until after June which is the timeframe for both Anderson and Roane counties' property tax assessment appeals. This will allow the City to have current property tax information from the counties prior to issuance of tax notices for taxpayers who received a reassessment of their property values due to an appeal to the equalization board.
- The City will have more accurate (an additional month of) sales tax collection data for preparation of the budget.

For the foregoing reasons, it is recommended that the tax due date be moved from June 1st to July 1st and moving the delinquency date from July 31st to August 31st.

As mentioned earlier, if the tax due date is changed the City will bring the appropriations ordinance to Council in June instead of May. If Council approves the attached ordinance, the current schedule for City Council meetings will be modified for presentation and adoption of the budget. Currently, the meeting dates for budget adoption are as follows: May 5 for formal budget presentation, May 12 for public hearing and first reading, and May 27 for second reading and adoption of the budget. Per Resolution 12-133-2013, the City Manager may alter the date of a regular meeting with fourteen (14) days advance notice of the proposed change to City Council and coordination with the audio/visual crew.

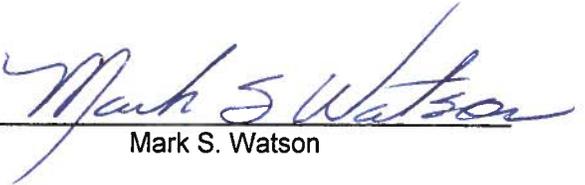
If the attached ordinance is approved, please consider this memorandum to be the required advance notice of a proposed change to the regular meeting dates as follows:

- May 5 – This regular meeting will be rescheduled to June 2 for formal presentation of the budget. Other items may also be scheduled for this meeting.
- May 12 – This meeting will remain a regular meeting of Council, however, it will not pertain to the budget.

- May 27 – This meeting will be rescheduled to June 16 for second reading and final adoption of the budget. No other items are anticipated to be scheduled for this meeting.
- June 9 – This meeting will remain a regular meeting of Council but will be focused on first reading of the budget.

Recommendation

Approval of the attached ordinance is recommended.



Mark S. Watson

Attachment: Proposed Ordinance

TITLE

AN ORDINANCE TO AMEND TITLE 5, TITLED "MUNICIPAL FINANCE AND TAXATION," CHAPTER 1, TITLED "MISCELLANEOUS," OF THE CODE OF ORDINANCES, CITY OF OAK RIDGE, TENNESSEE," BY DELETING SECTION 5-102, TITLED "WHEN DUE, DELINQUENT," AND SUBSTITUTING THEREFOR A NEW SECTION 5-102, WITH THE SAME TITLE, TO CHANGE THE DUE DATE AND DELINQUENT DATE FOR TAXES.

WHEREAS, by City Code §5-102, taxes are due on June 1 each year and become delinquent after July 31 of each year; and

WHEREAS, the City desires to change the due date and delinquency date by one month; and

WHEREAS, said change will provide benefits to the City and the taxpayers including but not limited to allowing the City to have more accurate information during preparation of the annual budget and providing less inconvenience for taxpayers who appeal their assessments to the county.

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

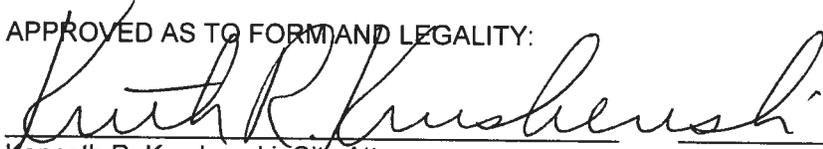
Section 1. Title 5, titled "Municipal Finance and Taxation," Chapter 1, titled "Miscellaneous, of the Code of Ordinances, City of Oak Ridge, Tennessee, is hereby amended deleting Section 5-102, titled "When due, delinquent," and substituting therefor a new Section 5-102, titled "When due, delinquent," which new section shall read as follows:

Sec. 6-101. When due, delinquent.

The taxes levied and assessed under §5-101 of this chapter shall become due and payable on the first day of July of each year for the then-current calendar year and shall become delinquent after the thirty-first day of August of each year.

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

APPROVED AS TO FORM AND LEGALITY:



Kenneth R. Krushenski, City Attorney

Thomas L. Beehan, Mayor

Diana R. Stanley, City Clerk

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