

**Town of Oakland
Board of Mayor and Aldermen
Regular Meeting
Thursday, July 18, 2024
7:00 P.M.
Town Hall Courtroom
AGENDA**

I. Call to Order

II. Prayer and Pledge of Allegiance

III. Establish Quorum

IV. Approval of Agenda/ Additions or Deletions

V. Approval of Minutes

June 20, 2024 – Regular Board Meeting Minutes

June 29, 2024 – Special Call Meeting Minutes

VI. Special Item:

VII. Citizen Comments

“Open for any Oakland citizens to be heard on items and concerns. Citizens are to be recognized by Chair and come to front of room before speaking. Each speaker shall state their name and address for the record. The Mayor and Board of Aldermen shall make no decision or consideration of action of citizen comments, except to refer to the Town Manager for administrative consideration or to schedule the matter for Mayor & Board of Aldermen consideration at a later date. Speakers shall limit their comments to three (3) minutes unless allowed by Chair. Speaker shall limit their comment to one (1) subject.”

VIII. Comments from the Mayor

IX. Comments from the Aldermen

**Vice Mayor Wiggins
Aldermen Sutton**

**Aldermen Cates
Aldermen Hummel**

Aldermen Fisher

X. Consideration of Department Director Reports:

Police	Fire	Finance	Recorder	Water	Wastewater	Public Works
Building and Codes		Planning & Development		Parks & Rec		

XI. Town Manager's Report

XII. Old Business: Ordinances Second and Final Reading
None

XIII. New Business: Ordinances on First Reading

A. Ordinance 24-08 Amending Municipal Code Title 12 International Energy Conservation Code

XV. Consideration of Resolutions: Old Business
None

XVI. Consideration of Resolutions: New Business

A. Road Paving Priority List

B. Resolution 24-50 Authorizing the Solicitation of Bids for 2024 Roadway Improvements

C. Resolution 24-51 Authorizing A Professional Services Agreement for 2024 Roadway Improvements

XVI. Other Items of Business Items

A. Appointment of Finance Director

B. Establish Time and Date of Work-Session

XVII. Approval of Invoices

XVIII. Motion to Adjourn

Mayor & Board of Aldermen – Regular Meeting

Meeting Minutes

June 20, 2024

Present: Mayor Michael Brown
Vice Mayor Wiggins, Aldermen Cates, Fisher, Hummel & Sutton

Prayer and Pledge of Allegiance to the American Flag

1. **Call to order by Mayor Brown**
2. **Prayer & Pledge of Allegiance to the American Flag**
3. **Establish Quorum**
All present
4. **Approval of Agenda**

Town Manager Ellis requested to add under *Other Items of Business*, “Discussion of Small Business”.

Vice Mayor Wiggins made a motion to approve the agenda as amended. Alderman Sutton seconded the motion. All were in favor, none opposed. The motion passed.

5. **Reading and Correction/Approval of Minutes of Regular Board**

May 16, 2024 – Beer Board Meeting Minutes

Vice Mayor Wiggins made a motion to approve the May 16, 2024 Beer Board Meeting Minutes. Alderman Hummel seconded the motion. All were in favor, none opposed. The motion passed.

May 16, 2024 – Regular Board Meeting Minutes

Vice Mayor Wiggins requested revisions (Page 2, 3rd paragraph; and, in addition, reflect the name of the official seconding the motion to hear, on ordinances). Vice Mayor Wiggins made a motion to table May 16, 2024 Regular Meeting Minutes for revisions. Alderman Sutton seconded the motion. All were in favor, none opposed. The motion passed.

NOTE** Revised minutes will be presented at the May 29, 2024 Special Call Meeting.

June 6, 2024 – Special Call Board Meeting Minutes

Vice Mayor Wiggins made a motion to approve the June 6, 2024 Special Call Meeting Minutes. Alderman Cates seconded the motion, with Alderman Fisher abstaining from vote, due to his absence of Jun 6th meeting. Four were in favor, one abstained. The motion passed.

6. Special Item:

None.

7. Citizen's Comments

John McFarland – 7660 Hwy 64 – Asked the Board to consider a 90-day moratorium on banners and signs for Oakland's Small Business, due to downturn of the economy.

Oakland Fire Lt. Josh Rakowsky – 830 Clay Pond – Lt. Rakowsky presented each official an envelope announcing his resignation.

Sandra Iungerich- 10 Blackhill Cv.- Request the Board's consideration of eliminating fluoride in the town's drinking water, stating it is unnecessary risk and cost to citizens.

8. Communications from the Mayor

Mayor Brown reminded everyone of the town's annual Fourth of July fireworks display on June 29th. Everyone was encouraged to attend.

9. Communication from the Aldermen

Alderman Cates expressed thanks to the Fayette County Ambulance Service in their prompt response to an emergency call placed involving one of his family members.

Alderman Sutton added to Mr. Cates comments, that the town should consider offering CPR classes to its citizens, through Oakland's Fire Department; suggesting CPR classes are generally focused on adult CPR training and not necessarily on babies and small children.

Vice Mayor Wiggins acknowledged the first day of summer, Independence Day and vacation travels. He wished everyone well, and a safe and enjoyable summer.

10. Department Head Reports

Vice Mayor Wiggins congratulated the Oakland Water Department on its TDEC Inspection score of 97 out of 100.

Vice Mayor Wiggins asked Fire Chief Walls to explain the difference between Mutual Aide and Automatic Aide. Chief Walls stated Automatic Aide relates Fire Response and Mutual Aide as Medical Response.

Vice Mayor Wiggins inquired of Public Works Director Mullins report, stating 37 garbage cans were delivered; and, asked if it is his department's responsibility to deliver them? Mr. Mullins explained that Team Waste delivers the cans to the impound lot, and Public Works delivers them each Tuesday, to new residents and to citizens requesting additional can(s). Vice Mayor Wiggins tasked Town Manager Ellis with logging the time and expense associated in Oakland staff performing the duties of the contractor.

11. Town Manager Report

Town Manager Ellis presented a time-lapse video of the construction taking place related to the Water Treatment Plant project.

Alderman Hummel requested that still-shots of this presentation to be posted on Oakland's Face-Book page if possible.

12. Old Business: Ordinances Second & Final Reading

A. Ordinance 24-02 Amending Fiscal Year 2024 Budget- Solid Waste Fund

Vice Mayor Wiggins made a motion to hear Ordinance 24-02. Alderman Fisher seconded the motion to hear.

Alderman Fisher made a motion to approve the 2nd Reading of Ordinance 24-02. Alderman Hummel seconded the motion. All in favor, none opposed. The motion passed.

B. Ordinance 24-03 Amending Oakland Municipal Code Title 15, Chapter 6 – Parking Vehicles on Residential Streets and Residential Lots

Vice Mayor Wiggins made a motion to hear Ordinance 24-03. Alderman Fisher seconded the motion to hear.

Alderman Fisher made a motion to approve the 2nd Reading of Ordinance 24-03. Alderman Hummel seconded the motion. All in favor, none opposed. The motion passed.

C. Ordinance 24-04 Amending Oakland Municipal Code Title 15, Chapter 6 – Storage and Parking of Tractor Trailers on Commercial and Residential Lots

Alderman Fisher made a motion to hear Ordinance 24-04. Alderman Hummel (Rounds) seconded the motion to hear.

Vice Mayor Wiggins made a motion to approve the 2nd Reading of Ordinance 24-04. Alderman Sutton seconded the motion. All in favor, none opposed. The motion passed.

D. Ordinance 24-06 Amending Fiscal Year 2024 Budget- Sewer Fund

Vice Mayor Wiggins made a motion to hear Ordinance 24.06. Alderman Cates seconded the motion to hear.

Vice Mayor Wiggins made a motion to approve the 2nd Reading of Ordinance 24-06. Alderman Sutton seconded the motion. All in favor, none opposed. The motion passed.

13. New Business: Ordinances First Reading – Public Hearing

None

14. Consideration of Resolutions: Old Business

A. Resolution 24-37 Uncollected Utility Bills – Write off to Bad Debt

Vice Mayor Wiggins made a motion to hear.

Alderman Fisher made a motion to approve Resolution 24-37. Alderman Hummel seconded the motion. The motion passed 3 in favor, 2 opposing. A roll call vote was requested, voting in favor were Fisher, Hummel and Wiggins. Opposing votes were Sutton and Cates. Resolution 24-37 passed.

15. Consideration of Resolutions: New Business

A. Resolution 24-43 Amend Municipal Code Title 12, Chapter 1 Building Permit Fee Schedule

Vice Mayor Wiggins made a motion to hear.

Town Manager Ellis cited two necessary changes of the resolution as written. #1 – Title 13 in heading to be changed to “Title 12”; and referencing - Section 1 - insert “Residential” before commercial. During discussion, Alderman Sutton requested clarification of the current Commercial Building Permit, Mr. Ellis responded, 15 cents per square foot is correct.

Alderman Sutton made a motion to approve Resolution 24-43 as amended. Alderman Hummel (Rounds) seconded the motion. All in favor, none opposed. Resolution 24-43 passed.

B. Resolution 24-44 Water and Sewer Rate Study

Vice Mayor Wiggins made a motion to hear.

Vice Mayor Wiggins made a motion to approve Resolution 24-44 as amended. Alderman Cates seconded the motion. All in favor, none opposed. Resolution 24-44 passed.

C. Resolution 24-45 Riverwood Gardens Development Agreement Phase 7

Vice Mayor Wiggins made a motion to hear.

Alderman Sutton addressed construction entrance to development and Mewborn Road improvement. Mayor Brown determined the roads would be addressed later.

Vice Mayor Wiggins made a motion to approve Resolution 24-45. Alderman Sutton seconded the motion. All in favor, none opposed. Resolution 24-45 passed.

D. Resolution 24-46 Riverwood Gardens Inspection Agreement Phase 7

Vice Mayor Wiggins made a motion to hear.

Alderman Sutton made a motion to approve Resolution 24-46. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. Resolution 24-46 passed.

E. Resolution 24-47 Riverwood Gardens Development Agreement Phase 8

Alderman Fisher made a motion to hear.

Alderman Sutton made a motion to approve Resolution 24-47. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. Resolution 24-47 passed.

F. Resolution 24-48 Riverwood Gardens Inspection Agreement Phase 8

Vice Mayor Wiggins made a motion to hear.

Vice Mayor Wiggins made a motion to approve Resolution 24-48. Alderman Fisher seconded the motion. All in favor, none opposed. Resolution 24-48 passed.

G. Resolution 24-49 Bulldog Construction – Contract Extension Request

Vice Mayor Wiggins made a motion to hear.

Alderman Cates made a motion to accept a three-year contract, approving Resolution 24-49. Alderman Fisher seconded the motion. All in favor, none opposed. Resolution 24-49 passed.

16. Other Items of Business

A. Discussion of Small Business

Town Manager Ellis opened the floor for discussion in waiving fees allowing small businesses to promote their business with banners and sign advertisements.

Alderman Sutton made a motion contingent upon legal review and input, to suspend Temporary Sign Permit Fees for existing businesses until January 1, 2025, allowing them to put up a temporary sign, not to exceed 32 sq. feet in size, for business advertisement. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. The motion passed.

B. Establish Time and Date of Work-Session

Town Manager Ellis offered the discussion of an Industrial Development Board as a topic.

The Board discussed and determined not to have a work session in the month of July.

15. Approval of Invoices

None

16. Meeting Adjourned

Alderman Cates made a motion to adjourn the meeting.

Date: June 20, 2024

H. Michael Brown, Mayor

K. Yvonne Bullard, City Recorder

DRAFT

Mayor & Board of Aldermen –Special Call Meeting, 10:00 A.M.

Meeting Minutes

- June 29, 2024

Present: Mayor Michael Brown
Vice Mayor Wiggins
Aldermen Frank Cates, Jeff Fisher, Debbie Hummel & Ken Sutton

1. Call to Order

Mayor Brown called the meeting to order.

2. Prayer and Pledge of Allegiance

3. Establish Quorum

All Present.

4. Approval of Agenda

Vice Mayor Wiggins made a motion to approve the agenda as presented. Alderman Sutton seconded the motion. Three (3) were in favor and two (2) opposed. Those voting in opposition were Alderman Fisher and Alderman Hummel. The motion passed.

5. Approval of May 16, 2024 Regular Minutes

May 16, 2024 Regular meeting minutes were tabled during Jun 20, 2024 meeting for corrections requested by Vice Mayor Wiggins.

A motion was made by Vice Mayor Wiggins to approve the corrected May 16, 2024 meeting minutes. Alderman Cates seconded the motion. All voted in favor, none opposed. The motion to approve the May 16, 2024 minutes passed.

Note: Alderman Hummel asked that the record reflect, she abstained from the initial vote, due to a family emergency causing her to leave the May 16, 2024 meeting.

6. Old Business: Ordinance Second and Final Reading -Public Hearing

A. Ordinance 24-01 Adopting Annual Budget and Establishing Tax Rate for FY25.

A public hearing was opened by Mayor Brown.

John Finn, 100 Acadia Circle, inquired of FY25 salaries compared to FY23 and FY24, an approximate \$1m increase. Mayor Brown stated the budget included a 5% raise to employees; Alderman Sutton

commented there are departments that have a salary structure in place, which pay scales are based on training, education and certifications, contributing to the increase more than 5%. Town Recorder Yvonne Bullard mentioned Directors positions had been established within that time period and are reflected in the increase.

The public hearing was closed.

Vice Mayor Wiggins made a motion to hear Ordinance 24-01. Alderman Sutton seconded the motion. None opposed.

Town Manager Ellis directed attention to the General Fund, where funding of the construction drawings for the new town hall and police facility (\$896,000) is allocated, as directed by the Board. Mr. Ellis added, the property tax remains unchanged at .6342.

A motion to approve Ordinance 24-01 FY25 Budget and Establishing Tax Rate was made by Vice Mayor Wiggins. Alderman Sutton seconded the motion. Four (4) were in favor and one (1) opposed. The opposing vote was cast by Alderman Fisher. The motion to approve the 2nd Reading of Ordinance 24-01 passed in a four to one vote.

7. New Business: Ordinance First Reading

A. Ordinance 24-07 DE Annexation of Certain Parcel Along Hwy 64 North

Vice Mayor Wiggins made a motion to hear Ordinance 24-07. Alderman Sutton seconded the motion. None opposed.

Town Manager Ellis explained Ordinance 27-04 was being presented for consideration due to the potential cost of providing sewer to the northside of Hwy 64.

Alderman Hummel expressed concern, especially for the individuals living in the proposed area, in the notice given to the public related to such an important topic. She proposed the ordinance to be tabled until citizens are educated on the effects this vote will have, and proper notice is provided allowing everyone to attend the 1st reading, as well as the 2nd reading.

When asked, Attorney Minor assured the Board that “the minimum requirements were met for the 1st reading” of Ordinance 24-07.

Alderman Fisher stated he had not received the information until “yesterday” afternoon, not allowing adequate time for the Board to review and ask questions.

Vice Mayor Wiggins established the effects of this ordinance as, involving 4 neighborhoods, no businesses and approximately \$200,000 in cost to bore under Hwy 64. He asked Mr. Ellis if it would be safe to assume that, if the service was provided to the area, it would cost the town in excess of \$1m. Mr. Ellis agreed further stating it would cost each homeowner \$10,000-\$12,000 to retrofit their existing system allowing it to tie into the new system.

Attorney Minor spoke to the items and issues that must be addressed prior to moving forward with the 2nd reading of Ordinance 24-07; a detailed survey and a corresponding map, formal letters sent to each property owner and certain surrounding property owners, and a publication in the Fayette Falcon at least 15 days prior to the public hearing at the 2nd reading. He reiterated there were “substantial notice requirements to be met before the 2nd reading”.

Alderman Sutton strongly suggested that a cost estimate to tie-in to the new sewer line should be obtained, because the residents in the proposed area will be required to connect to the sewer system if the town provides the service.

Mr. Ellis addressed the Board of the effect on the town’s property taxes, stating the amount expected to be lost is \$12,000 (twelve thousand dollars).

Alderman Hummel posed the question, is it possible for those in the proposed area, to opt to remain in the city without the town going to the expense of providing sewer services? Attorney Minor stated that a 20-year annexed area not being provided city services is extremely unusual. There’s no legal issue, other than the town has no legal obligation to provide the service.

Attorney Minor opined, it would be favorable for the town if:

- A petition is filed,
- A referendum held,
- A referendum upholding the desire of those to remain in the town rather than being de-annexed.

This would provide an additional layer, in that, they are acknowledging the fact that the fundamental service of sewer is not going to be provided.

A motion was made by Alderman Sutton to approve the 1st reading of Ordinance 24-07, amending verbiage in Section 2 from Town of Rossville, to Town of Oakland. Alderman Cates seconded the motion. A roll-call vote resulted in three (3) voting YES and two (2) voting NO. Voting in favor were Alderman Sutton, Alderman Cates and Vice Mayor Wiggins. Opposing votes were Alderman Hummel and Alderman Fisher. The motion to approve the 1st Reading of Ordinance 24-07 passed in a three to two vote.

8. Adjournment

Motion made to adjourn by Alderman Cates.

Date June 29, 2024

H. Michael Brown, Mayor

K. Yvonne Bullard, Town Recorder

DRAFT

ORDINANCE 24-08

AN ORDINANCE TO AMEND THE TOWN OF OAKLAND CODE OF ORDINANCES SPECIFICALLY TOWN ORDINANCE 22-03 RELATED TO THE INTERNATIONAL ENERGY CONSERVATION CODE

WHEREAS, by Ordinance 22-03, the Town of Oakland (the Town), has adopted by reference multiple international codes which includes the 2021 edition of the International Energy Conservation Code (IECC); and,

WHEREAS, the Town is not authorized to adopt code requirements which are more rigorous than the code requirements of the State of Tennessee; and,

WHEREAS, the State of Tennessee code requirements for Energy Conservation operates pursuant to the IECC 2018 Edition with local amendments; and,

WHEREAS, the Town finds it necessary to amend Section 12-101 of the Town Code of Ordinances as amended by Town Ordinance 22-03 in order to delete the adoption of the 2021 Edition of the IECC and adopt by reference the 2018 Edition of said International Code with recited local amendments as more specifically set forth in the attached Exhibit "A" which is incorporated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE, AS FOLLOWS:

1. Section 12-101 of the Town of Oakland Code of Ordinances as amended by Town Ordinance 22-03 is hereby further amended in order to remove and delete the adoption of the IECC 2021 Edition and in its place and stead is hereby adopted the 2018 IECC with local amendments, those amendments being attached hereto designated Exhibit "A" and incorporated herein by reference as allowed by TCA § 6-54-501 – 506.

2. That this Ordinance shall become effective immediately upon the passage of the second and final reading, the public welfare so requiring.

Passed First Reading: _____

Passed Second Reading: _____

Passed and Adopted this _____ day of _____, 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder

Exhibit “A”

Amend Section C101.1 Title. Remove the Bracket portion, so when amended it shall read:

This code shall be known as the Energy Conservation Code of The Town of Oakland, TN, and shall be cited as such. It is referred to herein as “this code”,

Amend Section R101.1 Remove the Bracket portion, so when amended it shall read:

This code shall be known as the Energy Conservation Code of The Town of Oakland, TN, and shall be cited as such. It is referred to herein as “this code”,

- 2018 International Energy Conservation Code with local amendments.
- Table 402.1.1 from the 2009 International Energy Conservation Code (Insulation and Fenestration Requirements by Component)

Climate Zone	Fenestration U-Factor b	Skylight U-Factor b	Glazed Fenestration SHGCb,e	Ceiling R-Value	Wood Frame Wall R-Value	Mass Wall R-Value i	Floor R-Value	Basement Wall R-Value e	Slab R-Value and Depth d	Crawl Space Wall R-Value c
3	0.5	0.65	0.3	0.3	0.13	5/8	19	5/13	0	5/13

- R-values are minimums. U-factors and SHGC are maximums. R-19 batts compressed into a nominal 2 x 6 framing cavity such that the R-value is reduced by R-1 or more shall be marked with the compressed batt R-value in addition to the full thickness R-value.
- The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- “15/19” means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. “15/19” shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. “10/13” means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.
- R-5 shall be added to the required slab edge R-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 3 for heated slabs.
- There are no SHGC requirements in the Marine Zone.
- Basement wall insulation is not required in warm-humid locations as defined by Figure 301.1 and Table 301.1
- Or insulation sufficient to fill the framing cavity, R-19 minimum.
- “13+5” means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25 percent or less of the exterior, insulation sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25 percent of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.
- The second R-value applies when more than half the insulation is on the interior of the mass wall.
- For impact rated fenestration complying with Section R301.2.1.2 of the International Residential Code or Section 1609.1.2 of the International Building Code, the maximum U-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

*Unless otherwise provided by applicable law or the provisions of this chapter, the required minimum codes and standards for the construction of one (1) and two (2) family dwellings, townhouses, and additions thereto of thirty (30) square feet or more of interior space in the State of Tennessee shall be those prescribed in the following publications:

(a) International Residential Code (IRC), 2018 edition, published by the International Code Council, Inc. (ICC), 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001 and Appendix Q except that:

5. Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection form 2009 IRC.

6. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.

7. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

8. Section N1102.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

9. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnoted "l": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

10. Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor or .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used."

(b) International Energy Conservation Code (IECC), 2018 edition, published by the ICC, except that:

1. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option form 2009 IECC.

2. Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.

3. Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.

(2) Paragraph (1) of this rule shall not be construed as adopting any provision of the cited publications which established:

- (a) Any provisions superseded by law;
- (b) An optional or recommended, rather than mandatory, standard or practice; or
- (c) Any agency, procedure, fees or penalties for administration or enforcement purposes inconsistent with these rules.

(3) The provisions of the cited publication adopted by reference in paragraph (1) shall govern the manner in which;

- (a) The codes and standards are applied to the construction of one (1) and two (2) family dwellings, townhouses, and additions thereto of thirty (30) or more square feet of interior space as defined in this chapter;
- (b) Occupancies and types of construction are classified for the purpose of determining minimum requirements of the codes and standards; and
- (c) The Specific requirement of the codes and standards may be modified to permit the use of alternate materials or methods of construction.

RESOLUTION 24-50

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE TO AUTHORIZE BIDDING FOR STREET IMPROVEMENTS

WHEREAS, the Town of Oakland has numerous streets located within the public right of way for which it is responsible; and,

WHEREAS, the Town has determined the need to resurface various streets within the Town; and,

WHEREAS, funds are available in the adopted Fiscal Year 2025 Annual Budget.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF OAKLAND, TENNESSEE:

SECTION 1. The Town staff, in conjunction with the Town Engineer, is authorized to prepare bid documents for resurfacing of various streets. The bid shall be for labor and materials to complete the necessary work related to Roadway Improvements 2025.

SECTION 2. That these bids when received shall be reviewed and evaluated by the Board of Mayor and Aldermen based upon funding allocated in the Fiscal Year 25 Budget.

____ made a motion to approve Resolution 24-50. _____seconded the motion. ____ in favor, ____opposed. Resolution 24-50 ____.

PASSED AND ADOPTED this day of ____ day of ____ 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder

TOWN OF OAKLAND

170 DOSS CIRCLE
P.O. BOX 56
OAKLAND, TENN. 38060
901-465-8523 • FAX 465-1883



Proposed 2024 Roadway Improvements

Location	Type of Work	Estimated Cost
Wirt Road Extended	Full Depth Reclamation	198,656.20
White Pine Place (Northwoods)	Mill & Fill	69,261.60
Clay Hills Section 1	Mill & Fill	34,384
Country Place Street	Mill & Fill	77,948
Garden Springs Drive	Mill & Fill	119,208
A2H Engineering	Contingency @ 10%	57,601
A2H Engineering	Engineering & Inspection	54,500
Total		611,558.80

RESOLUTION 24-51

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH A2H ENGINEERS ARCHITECTS PLANNERS

WHEREAS, the Town of Oakland will accept bids for various Roadway Improvements 2025; and

WHEREAS, it is desired and necessary for the Town to have in place a Construction Inspection and Administration Agreement for these Roadway Improvements; and

WHEREAS, A2H Engineers Architects Planners has previously served the Town as engineer and consultant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

SECTION 1. That the Town Engineer professional services agreement for construction inspection and administration for Roadway Improvements 2025, as attached hereto be accepted and approved.

SECTION 2. That the Mayor be authorized and directed to execute this agreement on behalf of the Town.

SECTION 3. That this contract amount be funded through the Fiscal Year 2025 Annual Budget.

_____ made a motion to ___ Resolution 24-51. _____ seconded the motion. ___ in favor, ___ opposed. Resolution 24-51 ____.

PASSED AND ADOPTED on this ____ day of July, 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder



June 25, 2024

Mr. Harvey Ellis
City Manager
Town of Oakland, TN
PO Box 56
Oakland, TN 38060

Re: Town of Oakland, TN
2024 Roadway Improvements
Oakland, TN

A2H # 24254

Dear Mr. Ellis,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Ken King will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Ken at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,
A2H, Inc.

Logan E. Meeks, PE
President | Principal

Ken King, PE
Senior Associate Principal | Project Manager



June 25, 2024

Mr. Harvey Ellis
City Manager
Town of Oakland, TN
PO Box 56
Oakland, TN 38060

Re: Town of Oakland, TN
2024 Roadway Improvements
Oakland, TN

A2H # 24254

Dear Mr. Ellis,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the 2024 Roadway Improvements proposed in Oakland, TN.

A2H is to produce construction documents, specifications, and geotechnical services for the roadway improvements at various locations in Town.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services, working closely with Town of Oakland, TN to provide these services in support of the project:

- Project Management
- Land Surveying
- Civil Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

Construction Documents

- A. Field work for determination of scope of the improvement repairs.
- B. Topographic survey for the revision of the intersection of Clay Street and Clay Hills Drive to address significant problem with ponding.
- C. Subcontract material testing services for full depth reclamation (FDR) in regard to mix design and quality control during construction. If FDR is taken out of the scope by deductive alternate, this fee will be deleted.
- D. Subcontract material testing services for analysis of asphalt core samples.
- E. Preparation of plans, specifications and bid form.

Bidding

- A. A2H will assist the Client in obtaining bids to construct the work and prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Construction Document and Specifications.
- B. A2H will distribute the Construction Document and Specifications to prospective bidders via A2H Plan room.
- C. Addenda responses and clarifications will be made to prospective bidders on the Construction Document and Specifications.
- D. A2H will organize and conduct the opening of the bids and subsequently document the bidding results, as directed by the Client.

Construction Administration

- A. A2H will organize and conduct a Preconstruction Conference prior to the start of the construction with Client, A2H, and the successful Contractor.
- B. A2H will advise and consult with the Client during the construction phase services.
- C. A2H will review and approve periodic pay applications.
- D. A2H will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, samples, and test reports.
- E. A2H will perform site visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work.
- F. A2H will document site visits with notes and photographs, catalogue these for Closeout, and send an electronic copy to the Client and Contractor.
- G. A2H will communicate any discrepancies in construction or adherence to the contract to the Contractor.
- H. A2H will conduct a site visit at substantial completion to provide a final comprehensive punch list of the project prior to final payment.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Off-site improvements not specifically referenced in the Basic Scope of Services.
- E. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.
- F. Construction Cost Estimating services.
- G. Our limited Construction Administration services do not include construction management tasks i.e., full time on-site representation and inspection, attending weekly OAC meetings, preparing progress reports, processing payment requests/change order requests, etc.
- H. The preparation of As-Built Drawings or Record Drawings after completion of construction.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Construction Documents	\$	36,750.00
Bidding	\$	1,500.00
Construction Administration	\$	15,600.00
Bid Advertisements	\$	650.00
Compensation for Basic Scope of Services	\$	54,500.00

VI. Additional Services:

Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Town of Oakland, TN. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

STAFF MEMBER	LEVEL I	LEVEL II	LEVEL III
Principal	\$ 200.00	\$ 215.00	\$ 230.00
Associate Principal	\$ 160.00	\$ 180.00	\$ 190.00
Project Manager	\$ 140.00	\$ 160.00	\$ 180.00
Project Coordinator	\$ 85.00	\$ 95.00	\$ 105.00
Engineer	\$ 135.00	\$ 150.00	\$ 175.00
Senior Designer	\$ 120.00	\$ 135.00	\$ 150.00
Land Surveyor	\$ 100.00	\$ 110.00	\$ 125.00
Construction Administrator	\$ 90.00	\$ 100.00	\$ 120.00
Designer	\$ 95.00	\$ 105.00	\$ 115.00
BIM/CAD Technician	\$ 80.00	\$ 90.00	\$ 110.00
Survey Crew Member	\$ 65.00	\$ 75.00	\$ 85.00
Administrator	\$ 65.00	\$ 75.00	\$ 90.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 60 calendar days. We certainly look forward to working with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,
A2H, INC.



Logan E. Meeks, PE
President | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

AGENT FOR: TOWN OF OAKLAND, TN

ACCEPTED BY: _____

DATE: _____

TITLE: _____

TERMS AND CONDITIONS

1. The parties agree that **TOWN OF OAKLAND, TN** is solely responsible for payment in accordance with the following terms. A2H, Inc. (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **TOWN OF OAKLAND, TN** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. In the event of any litigation arising from or related to this Contract or the services provided under this Contract, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
3. **TOWN OF OAKLAND, TN** shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless **TOWN OF OAKLAND, TN** has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of the project. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certification shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause takes precedence over any existing state law in force at the time of the claim or demand for arbitration."
4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this Contract from **TOWN OF OAKLAND, TN** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
5. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **TOWN OF OAKLAND, TN**.
6. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **TOWN OF OAKLAND, TN**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
7. Notwithstanding any other provision of this Contract or the parties' contract, in providing services under this Contract, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
8. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications continually need to be interpreted and clarified, and sometimes must be corrected or updated. Accordingly, if **TOWN OF OAKLAND, TN** does not engage the Consultant for full customary Construction Administration of this Project, **TOWN OF OAKLAND, TN** agrees to indemnify, release and hold harmless the Consultant and its employees and consultants from and against any claims of liability arising from defects in the design and/or construction work.
9. In the event **TOWN OF OAKLAND, TN** should require Consultant to perform construction administration services, **TOWN OF OAKLAND, TN** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
10. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
11. **TOWN OF OAKLAND, TN** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **TOWN OF OAKLAND, TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **TOWN OF OAKLAND, TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.

Initials _____

Date _____

12. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
13. **TOWN OF OAKLAND, TN** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **TOWN OF OAKLAND, TN** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant. **TOWN OF OAKLAND, TN** agrees to indemnify, release, and hold harmless the Consultant from any claims arising from any unauthorized reuse or modification of the plans and specifications.
14. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type. In no event shall the Consultant be liable to **TOWN OF OAKLAND, TN** for any loss of profit, loss of use, or any other consequential damages.
15. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
16. Neither party to this Contract shall transfer, sublet or assign any rights under or interest in this Contract (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this Contract to properly qualified subconsultants.
17. This Contract may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
18. The fees charged by the Consultant have been structured in part in reliance upon the agreement and covenant of the **TOWN OF OAKLAND, TN** that the liability of the Consultant for any defects in the services provided hereunder shall be limited to the total fee the Consultant charged for services rendered on the project.
19. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **TOWN OF OAKLAND, TN**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **TOWN OF OAKLAND, TN** would have been obligated to pay if the services had not been defective.
20. Any and all suits for any breach of this Contract shall be instituted and maintained in any Court of competent jurisdiction in Shelby County, Tennessee and both parties expressly consent to the jurisdiction of such Court.
21. If any portion of this Contract shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this Contract.
22. In the event **TOWN OF OAKLAND, TN** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **TOWN OF OAKLAND, TN** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **TOWN OF OAKLAND, TN** agrees to release the Consultant from any liability arising from such changes. In addition, **TOWN OF OAKLAND, TN** agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.
23. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
24. This Contract represents the entire understanding between **TOWN OF OAKLAND, TN** and A2H, Inc. in the respect to the project and may be modified only by a writing signed by both parties.
25. If in the event that an executed copy of this Contract is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

Initials

Date