

**COOKEVILLE CITY COUNCIL
REGULAR MEETING
SEPTEMBER 2, 2004
6:00 P.M.**

The Council of the City of Cookeville met in regular session on Thursday, September 2, 2004, at 6:00 p.m., in the Municipal Building, 45 East Broad Street. Invocation was given by Mayor Womack. Pledge of Allegiance was led by Mayor Womack. Mayor Womack then called the meeting to order and asked the Clerk to call the roll. Present and answering roll call were:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

Also present: Jim Shipley, City Manager; Cathy McClain, City Clerk and Mike O'Mara, City Attorney.

**CONSIDER APPROVAL OF
AGENDA AS PRESENTED**

Vice-Mayor Qualls made a motion, seconded by Councilman Davis, to amend the agenda by adding item as #13 – consider establishing a moratorium for 120 days on the issuance of permits for all off-premise signs. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

OLD BUSINESS:

**CONSIDER APPROVAL OF MINUTES
OF COUNCIL MEETING HELD ON
AUGUST 19, 2004**

Councilman Sallee made a motion to dispense with the reading of the minutes and approve said minutes as submitted. The motion was seconded by Councilman Davis. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**CONSIDER ON SECOND AND FINAL
READING ORDINANCE #004-08-15,
AMENDING TITLE 7, CHAPTER 3,
SECTIONS 7-301 & 7-302 OF THE
COOKEVILLE MUNICIPAL CODE
- FIRE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
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Vice-Mayor Qualls made a motion, seconded by Councilman Sallee, to approve on second and final reading Ordinance #O04-08-15. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

NEW BUSINESS:

**HOLD A PUBLIC HEARING AND
CONSIDER ON FIRST READING
ORDINANCE #O04-08-12,
REZONING THE PROPERTY
AT 130 POPLAR AVENUE FROM
RS15 (SINGLE-FAMILY
RESIDENTIAL) TO CL (LOCAL
COMMERCIAL)**

Councilman Shelton made a motion, seconded by Councilman Sallee, to approve on first reading Ordinance #O04-08-12. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**HOLD A PUBLIC HEARING AND
CONSIDER ON FIRST READING
ORDINANCE #O04-08-13,
ESTABLISHING A HISTORIC
DISTRICT OVERLAY ZONE FOR
PROPERTIES ON WEST BROAD
STREET FROM CEDAR TO OAK
AVENUES & INCLUDING THE
DEPOT**

Councilman Shelton made a motion, seconded by Councilman Davis, to approve on first reading Ordinance #O04-08-13. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
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**CONSIDER RESOLUTION #R04-09-12,
PERTAINING TO DIABETES
AWARENESS AND PREVENTION**

Mrs. Beverly Madwell, of TN Dept. of Health, thanked the council for the support of this resolution.

Mayor Womack made a motion, seconded by Councilman Sallee, to adopt Resolution #R04-09-12. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**SET A DATE FOR A PUBLIC
HEARING ON ORDINANCE
#004-09-16, REZONING THE
PROPERTY AT 1240 EAST
TENTH STREET (TAX MAP
#41, PARCEL 49.00) FROM
RS-15 (SINGLE-FAMILY
RESIDENTIAL) TO RS-5
(SINGLE-FAMILY
RESIDENTIAL)**

Mayor Womack set the date for October 7, 2004, at 6:00 p.m.

**ANNOUNCE APPOINTMENT OF
MAYOR'S REPRESENTATIVE
TO THE PLANNING COMMISSION,
DUE TO RESIGNATION**

Mayor Womack announced the appointment of Ms. Judy Jennings to the Planning Commission, due to the resignation of Mrs. Jenny Maffett.

**CONSIDER AUTHORIZING
THE CITY MANAGER TO
EXECUTE A LEASE
AGREEMENT WITH THE
PUBLIC BUILDING
AUTHORITY OF THE
TOWN CENTRE**

**COOKEVILLE CITY COUNCIL
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Jim Shipley, City Manager, stated that the Chamber of Commerce traded 35% equity of the old building (302 S. Jefferson Avenue) for the new building at One West 1st Street.

LEASE

THIS AGREEMENT made and entered into as of the _____ day of _____, 2004, by and between the PUBLIC BUILDING AUTHORITY OF THE CITY OF COOKEVILLE, TENNESSEE, a public corporation duly organized and existing under the laws of the State of Tennessee, (hereinafter called "Lessee") party of the first part, and CITY OF COOKEVILLE, TENNESSEE, a public corporation duly organized and existing under the laws of the State of Tennessee, (hereinafter called the "Lessor") party of the second part.

WITNESSETH:

DESCRIPTION: The Lessor does hereby lease and demise to the Lessee the personalty located in the building known as "Town Centre" and the following described tract or parcel of land located in the FIRST CIVIL DISTRICT OF PUTNAM COUNTY, TENNESSEE, to-wit:

SEE ATTACHED EXHIBIT A

TERM: The term of this lease shall be for a period of twenty (20) years from and after the date hereof. Renewals thereafter for two additional ten (10) year periods shall be automatic, provided that either party to this lease may terminate it at the end of any lease period by giving the other party ninety or more days' notice in writing of the intention to terminate.

RENT: The rent shall be the sum of one (\$1.00) DOLLAR per year.

LESSEE'S OBLIGATION: The Lessee shall be responsible for all repairs necessitated by any fault or neglect on the part of the Lessee. Lessee will keep the improvements on the property herein leased in a good state of repair and preservation so long as such repairs are necessitated by normal wear and tear. Major repairs such as the roof, exterior walls, foundation, HVAC system, and parking lot shall be the joint responsibility of both parties on an equal basis. The Lessee shall place into escrow two thousand five hundred dollars (\$2,500) annually to insure that funds are available for the Lessee's share of the cost of major repairs and/or replacement of the roof, exterior walls, foundation, HVAC system, and parking lot of the property.

Lessee covenants and agrees that it will pay all bills for utilities incurred at the premises herein leased, and Lessee will maintain the grounds in a reasonable manner and will provide reasonable and suitable day-to-day maintenance of the premises so that the grounds and improvements will at all times present a neat and clean appearance.

FINANCIAL REPORTING: The Lessee shall submit monthly financial statements to the city manager within thirty (30) days of the end of each month. Said financial statements shall be identical to the reports made to the public building authority board.

SUBLET OR ASSIGNMENT: The Lessee shall not have the right, without the written consent of the Lessors, to sub rent, sublet, or assign this lease.

LESSOR'S RIGHT TO TERMINATE: It is further understood and agreed that each and all of the terms, covenants, undertakings and agreements contained herein shall be and are to be construed as conditions, and upon the failure of the Lessee to observe any of the same, or upon its breach or failure to perform and comply with any of the covenants, undertakings or agreements contained in this lease, the Lessee shall be given ninety (90) days to correct any defaults or breaches of the terms and conditions of this lease. Should the Lessee fail to correct the defaults or breaches of the terms of this lease, the Lessors reserve the right to and may elect at any time to declare this lease forfeited and at an end, and to re-enter and take possession of the premises with a (90) ninety-day written notice.

The remedies contained herein are cumulative and in addition to any and all other remedies provided by law to Lessors for breach of the terms, covenants, undertakings and agreements hereof, and it is expressly agreed that the failure on the part of Lessors to declare this lease forfeited in the event of one such breach shall not be considered as a waiver of the right to so elect as to any subsequent breach, this right being a continuing one.

INSURANCE PROVISIONS: Lessee will carry casualty insurance on the building, which is located on the premises herein leased for the full replacement cost of the building, as well as carry general liability insurance. In the event of the destruction, damage or partial destruction or damage to the said building by fire, windstorm, flood or other Act of God, the Lessee agree to rebuild and repair the said building with all reasonable dispatch; provided, however, that in the event the damage or destruction to the said building amounts to more than sixty (60%) percent of the value thereof, the Lessee may, at their option, declare this lease terminated and at an end and neither party will be under any further or other obligation to each other, except for such obligations as may have accrued prior to such damage or destruction. In the event that the Lessee should rebuild, either by reason of the obligation hereinabove expressed or by their election in the event the damages amount to more than sixty (60%) percent of the value of the said building, then they shall rebuild or repair with all reasonable dispatch, and in the event that the building or portion thereof is untenantable by Lessee during such repair or rebuilding, then the rent during such period of rebuilding or repairs shall abate proportionately as the portion of the building untenantable by Lessee during such period bears to the entire building.

ALTERATIONS: The Lessee may make renovations to its leased space and additions which the Lessee may undertake subject to the assurance of payment of all costs (initial and ongoing) and subject to the Lessors decision relating to esthetics, site utilization, architectural alternatives, and effect upon utilization and function of the space occupied by the party not so requesting. Any agreement between the Lessor and the Lessee relative to the subject matter of this Article shall not require the consent of the other party hereto. All additions to and improvements of the property of any kind shall immediately become the property of the Lessor and shall be subject to the terms of this lease.

APPLICABLE LAW: This lease shall be governed by and construed under the laws of the State of Tennessee.

MODIFICATION: This lease may not be modified or terminated except as provided in this lease or by other written agreement between the parties. If any provision is invalid, it shall be considered deleted from this lease, and shall not invalidate the remaining provisions of this lease.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and date set forth below.

**COOKEVILLE CITY COUNCIL
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Mayor Womack said that he would like for the Chamber of Commerce to become an independent entity paying for their participation in this building.

Vice-Mayor Qualls made a motion, seconded by Councilman Shelton, to approve the lease agreement with the Public Building Authority as submitted. Upon call for a vote, the following voted aye:

Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Ricky Shelton

ABSTAINED: Mayor Charles Womack
Councilman Sam Sallee

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL OF
PROPOSAL FROM PUTNAM
DEVELOPMENT, LLC TO
CONSTRUCT INDUSTRIAL
BUILDINGS FOR
SPECULATION IN THE
LEMON-FARRIS
INDUSTRIAL PARK**

Jim Shipley, City Manager, advised the council that Putnam Development, LLC contacted him with interest to build spec buildings (purchasing land at \$16,000 per acre) at the Lemon-Farris Industrial Park. After their request, Mr. Shipley ran a notice asking for proposals & received none. He advised that prior to each construction an agreement would be brought before the council for approval.

Vice-Mayor Qualls made a motion, seconded by Councilman Shelton, to approve the City Attorney to write an agreement between the City & Putnam Development, LLC & bring before the council for approval. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL OF
EMERGENCY PUMP REPAIR
AT WATER PLANT**

**COOKEVILLE CITY COUNCIL
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MEMORANDUM

TO: City Manager
City Council

FROM: Ronnie J. Kelly, Director *RJK*

DATE: August 25, 2004

SUBJ: Emergency Motor Repairs – Water Plant

A cooling line ruptured on one of our 700 hp high service water pump motors recently, which caused a failure of the top thrust and lower guide bearing. This left us with only one high service pump during the time of year that we usually experience our highest water demand so we immediately started repairs.

The repairs have now been completed and I will be presenting these emergency repairs for Council approval during the February 6th City Council meeting. The total cost of the repairs total \$8,828.00

If you have any questions concerning this matter please give me a call.

Councilman Sallee made a motion, seconded by Councilman Davis, to approve the emergency pump repair as submitted. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**CONSIDER AWARDED BID FOR
BUCKET MOUNTED ASPHALT
MILLING/TRENCHING
MACHINE – PUBLIC WORKS
DEPARTMENT**

**CITY OF COOKEVILLE, TENNESSEE
BID TABULATION RECORD**

PORTABLE ASPHALT MILLING/TRENCHING MACHINE

DEPARTMENT: PUBLIC WORKS
BID DATE: AUGUST 24, 2004
BID TIME: 10:00 A.M.

BIDS OPENED BY: DEBBIE SWALLOWS
OPENING WITNESSED BY: PAT COOMER

BIDDERS	ASPHALT MILLING/ TRENCHING MACHINE W/ TRAILER
ASPHALT ZIPPER INC.	\$70,950.00

WE THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM ASPHALT ZIPPER INC. BE

AWARDED FOR THE FOLLOWING REASON: ONLY BIDDER - GOOD BID

[Signature]
RECOMMENDED: DEPT. DIRECTOR

[Signature]
BUDGET AVAILABILITY: FINANCE DIRECTOR

[Signature]
APPROVAL: CITY MANAGER

**COOKEVILLE CITY COUNCIL
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Councilman Sallee made a motion, seconded by Councilman Davis, to award the bucket mounted asphalt milling/trenching machine bid as recommended. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**CONSIDER ESTABLISHING A
MORATORIUM FOR 120 DAYS
ON THE ISSUANCE OF
PERMITS FOR ALL OFF-
PREMISE SIGNS**

Jim Shipley, City Manager, advised the council that a recent amendment to State Law TCA #13-7-208, pertaining to non-conforming structures (billboards & etc.) can be torn down & rebuilt. He stated that this amendment is not clear & recommends a moratorium for 120 days to allow further study.

Councilman Sallee made a motion, seconded by Mayor Womack, to set a moratorium for 120 days on the issuance of permits for all off-premise signs.

Vice-Mayor Qualls & Councilman Shelton stated that they felt it to be unfair business practice to put a moratorium on this.

Councilman Davis requested having a worksession to discuss the amendment to TCA #13-7-208.

Upon call for a vote, the following voted aye:

Mayor Charles Womack
Councilman Jean Davis
Councilman Sam Sallee

NAY: Vice-Mayor Steve Qualls
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

**CONSIDER IMPROVEMENTS
TO SOUTH ELM STREET**

Councilman Sallee stated that he would like to move forward on the South Elm Street request. He said he felt the extension of South Elm Street is unimproved & not a safe road.

Councilman Sallee made a motion, seconded by Councilman Davis, to gravel the extension/cul-de-sac of South Elm Street & asphalt later when new homes are built.

Residents of the South Elm Street area spoke to the council.

**COOKEVILLE CITY COUNCIL
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Mr. Greg Brown, Public Works Director, advised that he did determine the location of the right-of-way on South Elm Street.

Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

HEARING OF CITIZENS AND/OR DELEGATIONS:

Ms. Megan Davis, CityScape Director, presented a Fall Fun Fest poster (September 10th & 11th 2004) & thanked the City Council & City Employees for their support.

Mayor Womack announced that country singer “Vince Gill” would hold a benefit concert at TTU on November 4, 2004 for the TTU School of Nursing.

Councilman Shelton announced that Governor Bredesen’s Task Force on meth met yesterday & released a report recommending statewide limitations on selling methamphetamines (Oklahoma model used).

There being no further business to discuss, Councilman Sallee made a motion, seconded by Vice-Mayor Qualls, to adjourn the meeting at 7:15 p.m. Upon call for a vote, the following voted aye:

Mayor Charles Womack
Vice-Mayor Steve Qualls
Councilman Jean Davis
Councilman Sam Sallee
Councilman Ricky Shelton

The City Clerk announced that the motion carried.

Charles Womack, Mayor

ATTEST:

Cathy McClain, City Clerk