

Disclaimer

Please note – The following is for informational purposes only and is subject to change. Additions, revisions, or removal of agenda items and related backup materials can occur until the time of the meeting.

**COOKEVILLE CITY COUNCIL
AGENDA
REGULAR MEETING
JULY 16, 2020
5:30 PM**

1. CALL TO ORDER AND ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. Consider approval of agenda as presented.
4. Appointments, Proclamations, Presentations or Awards.
 - A. Consider appointment to the Environmental Appeals Board. SPONSOR-GREG BROWN
5. OLD BUSINESS:
 - A. Consider approval of minutes of council meetings held on July 2nd & 9th, 2020.
 - B. Consider on second and final reading Ordinance #0200612, rezoning of approximately 4.86 acre portion of Tax Map 067A, Group F, Parcel 040.00 from CR (Regional Commercial) to RD (Single Family and Duplex Residential). SPONSOR-JON WARD
 - C. Consider on second and final reading Ordinance #0200613, request to close, abandon, and declare as surplus property a portion of undeveloped Poplar Avenue right-of-way. SPONSOR-JON WARD
6. CONSENT AGENDA:
 - A. Consider awarding bids for wire and cable - Electric Department.
 - B. Consider declaring as surplus vehicles, equipment & misc. items - various departments.
7. NEW BUSINESS - PUBLIC HEARINGS AND ACTION ITEMS:
 - A. Consider Resolution #R200713, amending the Personnel Policies and Procedures Manual. SPONSOR-CARL SELLS
 - B. Consider Resolution #R200714, initial resolution authorizing the issuance of not-to-exceed \$19,000,000 in General Obligation Bonds of Cookeville, TN. SPONSOR-BRENDA IMEL
 - C. Consider accepting the direct appropriation grant of \$780,438 from the State of Tennessee for the City of Cookeville with no matching funds requirement. SPONSOR-BRENDA IMEL
 - D. Consider approval to purchase five (5) Zoll X Series Monitor/Defibrillators (sole source provider) - Fire Department. SPONSOR-DARYL BLAIR
 - E. Consider approval to purchase one (1) Self-Contained Breathing Apparatus (SCBA) Compressor utilizing the HGACBuy Cooperative Purchasing Program - Fire Department. SPONSOR-DARYL BLAIR
 - F. Consider approval of one year contract extension with Retail Strategies for retail development marketing and consulting services. SPONSOR-MELINDA KEIFER
 - G. Consider approval to purchase pump for water truck (sole-source provider) - Public Works Department. SPONSOR-GREG BROWN
 - H. Consider awarding bid for storm sewer structures for the North Cedar Avenue CityScape Project - Public Works Department. SPONSOR-GREG BROWN
 - I. Consider approval to purchase three (3) pre-owned vehicles - Police Department. SPONSOR-RANDY EVANS
 - J. Consider approval of Change Order #1 on the 2020 Willow Avenue CIPP Project - Water Quality Control Department. SPONSOR-RONNIE KELLY
 - K. Consider authorizing the City Manager to execute architectural/engineering contract amendment with ADG to include third floor completion of the Police Department Headquarters - Police Department. SPONSOR-RANDY EVANS
8. HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:
9. MAYOR'S COMMENTS:

10. ADJOURNMENT

Darian Coons, City Clerk

4A



Department of Public Works

1115 East Spring Street
Cookeville, TN 38501
Phone: 931-520-5249 Fax: 931-520-0629

MEMORANDUM

TO: James Mills
City Council Members

FROM: Greg Brown 

DATE: July 8, 2020

SUBJ: July 16, 2020, City Council Agenda Items

Consider the following:

(1) Environmental Appeals Board appointment: Jim Hall's term on the Environmental Appeals Board expires this month. Eric Cherry has agreed to serve. I would recommend he be appointed.

5A

**COOKEVILLE CITY COUNCIL
REGULAR MEETING
JULY 2, 2020
5:30 P.M.**

The Council of the City of Cookeville met in regular session on Thursday, July 2, 2020, at 5:30 p.m., via electronic means (Zoom) pursuant to the Governor's Executive Order No. 16, extended by Executive Orders No. 34 & No. 51, in the Municipal Building, 45 East Broad Street. Public access was limited due to following the guidelines and recommendations of social distancing set for by the Governor's Executive Orders. Christopher McMichael, Pastor, from Engrafted Word Church gave the invocation, and led the audience in the Pledge of Allegiance. Mayor Shelton then called the meeting to order and asked the City Clerk to call the roll. Present and answering roll call were:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

Also present: James Mills, City Manager; Darian Coons, City Clerk and Dan Rader IV, serving as City Attorney.

In an effort to practice social distancing (due to COVID-19) only 4 members of the Council sat on the bench.

**CONSIDER APPROVAL OF
AGENDA AS PRESENTED**

Vice-Mayor Wheaton made a motion, seconded by Councilman Walker, to approve the agenda as presented. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

APPOINTMENTS, PROCLAMATIONS, PRESENTATIONS OR AWARDS:

**CONSIDER CONFIRMATION OF
APPOINTMENT OF CITY CLERK**

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to confirm the appointment of City Clerk. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

OLD BUSINESS:

**CONSIDER APPROVAL OF
MINUTES OF COUNCIL
MEETING HELD ON
JUNE 18, 2020**

COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020

MEMORANDUM

TO: COOKEVILLE CITY COUNCIL

FROM: JON WARD, PLANNING DIRECTOR

DATE: JUNE 29, 2020

SUBJECT: REPORT ON UNMANNED AIRCRAFT SYSTEM (UAS-DRONE) USE

The City of Cookeville has utilized an Unmanned Aircraft System (UAS) or "Drone" since 2017. The UAS has proven to be an extremely useful tool for providing up-to-date aerial photography and conducting aerial surveys for various projects within the City of Cookeville. Planning Department GIS System Manager David Bailey has obtained his FAA license to operate the City of Cookeville UAS. The Planning Department maintains an Unmanned Aircraft System Policy for operation of the UAS. This Policy was developed and approved by the Planning Department, City Manager, City Attorney and Human Resource Department.

I have included the Unmanned Aircraft System Policy for the City of Cookeville. As a condition of insurance coverage, our insurer requires a board approved written policy regarding operation of the UAS. The Planning Department asks for Council approval of the City of Cookeville UAS Use Policy. Please feel free to contact me if you have questions.

City of Cookeville Planning Department – Unmanned Aircraft System Policy

Purpose: Establish a guideline for the Planning Department's use of an Unmanned Aircraft System (UAS), otherwise referred to as a "drone". In this document, the terms "our", "we" or "us" will refer to the Cookeville Planning Department and "City" will refer to the City of Cookeville.

Scope: Cover the department's day-to-day use of the UAS including, but not limited to: Facility Inspections, Aerial Surveying and Parking Inventory over City-owned property. Ability to deviate from this policy and scope (i.e., use by other City department) is subject to City Manager approval.

General: The Planning Department will operate in accordance with part 107 FAA Operational Rules as the Remote Pilot In Command is certified explicitly under these rules. If there is some situation that lies outside of these rules in which we wish to operate (such as around and above gatherings of people or nighttime operations), a waiver will be applied for from the FAA. The Operator will be licensed, undergo training and use will comply with both Federal and Tennessee law. Additionally the use of the city owned drone is prohibited for personal use, as well as the use of drones not owned by the city.

Responsibilities of the Remote Pilot In Command (Remote PIC)

The UAS will meet FAA size and registration requirements and will always be operated in accordance with all the FAA rules regarding altitude, airspace, daylight hours and other, more ephemeral factors, such as weather or Notices to Airmen (NOTAMS) may be reason for cancellation for the planned flight.

Likewise, the Remote Pilot In Command will always be accompanied by an assistant to serve as a spotter in the event that the Remote PIC momentarily loses sight of the UAS in favor of the controls or for other items entering the airspace such as birds of prey, balloons or similar impediments to safe UAS operation.

As encouraged by the FAA, the Planning Department will always perform a preflight inspection using an established check list. It will also maintain a log book of flights which will include information regarding that particular day's flight such as weather, NOTAMS, location of flight, surrounding property owners and other relevant information. The log book will also include a maintenance schedule of all the components of the UAS and all replacement of propellers, batteries and similar items will be recorded here.

Records

All pictures, video, flight logs and other information gathered during the course of a flight will be property of the City Planning Department. This information will be stored in our office databases and treated with the same security measures as our most sensitive utility data.

Requests for copies of the recorded material will be fulfilled provided that the request is conducted in writing and in accordance with Tennessee Open Records Policy as defined in State law.

Privacy

UAS operations will not infringe upon the rights and liberties of the individuals of Cookeville, Tennessee. The department will:

- (i) Ensure that policies are in place to prohibit the collection, use, retention, or dissemination of data in any manner that would violate the First Amendment or in any manner that would discriminate against persons based upon their ethnicity, race, gender, national origin, religion, sexual orientation, or gender law;
- (ii) Ensure that UAS activities are performed in a manner consistent with the Constitution and applicable local and State laws;
- (iii) Ensure that adequate procedures are in place to receive, investigate, and address, as appropriate, privacy, civil rights, and liberties complaints.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

Councilman Miller made a motion, seconded by Councilman Walker, to approve the consent agenda items as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

NEW BUSINESS – PUBLIC HEARINGS AND ACTION ITEMS:

**HOLD A PUBLIC HEARING AND
CONSIDER OF FIRST READING
ORDINANCE #020-06-12, REZONING
OF APPROXIMATELY 4.86 ACRE
PORTION OF TAX MAP 067A,
GROUP F, PARCEL 040.00 FROM CR
(REGIONAL COMMERCIAL) TO RD
(SINGLE FAMILY AND DUPLEX
RESIDENTIAL)**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve on first reading Ordinance #O20-06-12. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**HOLD A PUBLIC HEARING AND
CONSIDER ON FIRST READING
ORDINANCE #020-06-13, REQUEST
TO CLOSE, ABANDON, AND
DECLARE AS SURPLUS PROPERTY
A PORTION OF UNDEVELOPED
POPLAR AVENUE RIGHT-OF-WAY**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve on first reading Ordinance #O20-06-13. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

**CONSIDER AUTHORIZING THE CITY
MANAGER TO EXERCISE THE
OPTION TO REDEEM THE GENERAL
OBLIGATION INDUSTRIAL AND
BUSINESS PARK BONDS, SERIES 2010B
(TAXABLE - BUILD AMERICA BONDS),
DATED DECEMBER 15, 2010**

Redemption of GO Bonds

- \$7.2million in General Obligation Industrial and Business Park Bonds issued in December, 2010
- Proceeds used for construction of Highland Business Park
- Balance outstanding: \$3,215,000 Final Maturity: 6/1/26
- Exercising option to redeem at par value
- Use reserves in the GO Debt Service Fund
- Will save over \$300,000 in interest

FUND BALANCE 7/1/20 \$14,014,000
FUND BALANCE 6/30/21 \$10,500,000



CUMBERLAND SECURITIES

DEBT SERVICE

City of Cookeville, Tennessee
\$7,200,000 General Obligation Industrial and Business Park Bonds, Series 2010B
Taxable - Build America Bonds

Date	Principal	Coupon	Interest	Treasury Refund	Separation Reduction	Total P+I	Total Total
12/01/2010			67,923.25	(21,772.44)	2,068.79	46,219.60	46,219.60
06/01/2011	495,000.00	3.550%	67,923.25	(21,772.44)	3,048.20	541,219.01	587,434.02
12/01/2011			59,135.00	(20,697.25)	1,800.66	40,238.41	40,238.41
06/01/2012	510,000.00	3.850%	59,135.00	(20,697.25)	1,800.66	390,238.41	590,476.82
12/01/2012			49,517.50	(17,261.33)	1,501.72	33,757.89	33,757.89
06/01/2013	525,000.00	4.050%	49,517.50	(17,261.33)	1,501.72	33,757.89	592,116.18
12/01/2013			38,686.25	(13,549.19)	1,178.00	26,315.06	26,315.06
06/01/2014	545,000.00	4.250%	38,686.25	(13,549.19)	1,178.00	26,315.06	597,648.12
12/01/2014			27,195.00	(9,486.73)	825.35	18,443.60	18,443.60
06/01/2015	560,000.00	4.450%	27,195.00	(9,486.73)	825.35	18,443.60	596,097.30
12/01/2015			14,645.00	(5,125.75)	445.94	9,965.19	9,965.19
06/01/2016	580,000.00	5.050%	14,645.00	(5,125.75)	445.94	9,965.19	599,070.14
	3,215,000.00		111,620.00	(179,787.02)	15,639.74	3,364,492.72	

Date Structure

Date: 12/15/2010
First Coupon Date: 06/01/2011

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to authorize the City Manager to exercise the option to redeem the General Obligation Industrial and Business Park Bonds, Series 2010B (Taxable - Build America Bonds), dated December 15, 2010, as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

**CONSIDER APPROVAL TO
PURCHASE BULK DE-ICING SALT
UTILIZING STATEWIDE CONTRACT
#507, ID #66848 - PUBLIC WORKS
DEPARTMENT**

Line 9
Item ID: 1000177339
Rock Salt, Non-TDOT, Region 2, Super District 4, Putnam County
Unit of Measure: NS
Vendor Item/Part #: MOR-11
Manufacturer Item #:
Unit Price: \$ 86.04

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve purchasing bulk de-icing salt utilizing statewide contract #507, ID #66848 - Public Works Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO
PURCHASE ONE (1) BULLDOZER
AND ONE (1) LOADER UTILIZING
STATEWIDE CONTRACT #220, ID
#48439 - PUBLIC WORKS
DEPARTMENT**

Thompson CAT		Thompson CD		SALES ORDER	
				Thompson Machinery	
Customer Information City of Cookeville 1175 West Worley St. Cookeville, Tennessee 38501 P/T/NAK Customer # SAC Dept Shop #s FAX#				SHIP TO (If different from customer address) NAME ADDRESS CITY/STATE/ZIP	
Inventory/Item CAT/THOMPSON TRACKER, CAT HEAT/AC, 1997 HP, 127" IS, 170" WIDE, DUAL CYL, OVER 100 PLS, 44", 18" BLADE, 8000 8000 CAPACITY, 1400000, 1400000 PLS, 1400000				Order # \$Amount \$100,000.00	
WARRANTY 36 MONTHS COMPLETE 1 YEAR FIN.				PRICE \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00 \$100,000.00	
BILL OF SALE FOR PROPERTY TAKEN IN TRADE For the value received there hereby, hereby and sell, grant and follow with Thompson Machinery the following described equipment: SERIAL # N/A MAKE/MAKE 0 LOCATION APPROX VALUE \$0.00 ITEM MAKE/MAKE \$0.00 KEY MAKE/MAKE \$0.00 PARTS TO				TERMS CASH SIGNATURE TITLE DATE P.D. #	
NOTES TO PURCHASER 1. Do not sign this contract before you read it or it will be void. 2. The purchaser acknowledges that the contents of this contract shall be read and understood by the purchaser, and that he accepts and agrees to the conditions herein. 3. This Sales Order is subject to the General Terms and Conditions contained on the back of this Order. The purchaser has read the Order in its entirety, including the General Terms and Conditions contained on the back of the Order, and agrees to be bound by all such Terms and Conditions. 4. Equipment is sold "as is" unless otherwise noted. 5. Actual freight (including any charges) may be charged to PCE Plant, see specifications, technical manuals, or additional and additional of equipment quoted herein.					

COOKEVILLE CITY COUNCIL
 MINUTES
 JULY 2, 2020

Thompson CAT		Thompson Pallets		SALES ORDER	
				Thompson Machinery	
CLIENT INFORMATION City of Cookeville 1115 Bell Spring Bl. Cookeville, Tennessee 38501				DATE TO BE DELIVERED FROM CUSTOMER ADDRESS NONE	
CUSTOMER INFORMATION CUSTOMER # TAX CODE				POB PORT Ship via TPCC	
DESCRIPTION CAT/PIPER/ALL 588A 504, LDI, CAB HEATING, DLE 50 AT, HALLOWEEN LITE, BY HYD, HVT DWT, PUDOR OR CP/LA, MANDATORY, NON CTL 30.5 MCH TMR, 1.0 CY FUEL, 30000, 7' FLOOR YARD				QUANTITY 1	
UNIT PRICE \$177,301.97				TOTAL PRICE \$177,301.97	
FINANCING MONTHS: 36 MONTHS: 60				PRICE-IN \$0.00 DOWN PAYMENT \$0.00 SALE PRICE \$177,301.97 TITLE & REGISTRATION \$0.00 SALES TAX \$0.00 TOTAL PRICE \$177,301.97	
BILL OF SALE FOR PROPERTY TAKEN BY TRADER For Use when customer does not include vehicle charge, Thompson Machinery provides complimentary travel time and mileage for up to 1000 miles in the state for the first three (3) months of use.					
PROPERTY TAXES SERIAL # N/A YEAR MODEL 0 DESCRIPTION LOCKDOWN AGREED VALUE \$0.00 LEASE AMOUNT \$0.00 NET TRADE-IN \$0.00 PAYOFF TO					
TERMS CASH PURCHASER NAME SIGNATURE TITLE DATE P.O. #					
NOTICE TO PURCHASER 1. Do not sign this contract before you read it or if not fully comprehend. 2. The Purchaser acknowledges that the equipment on the invoice shall be used and understood by the Purchaser and that he accepts and agrees to the provisions herein. 3. This Sales Order is subject to the General Terms and Conditions contained on the back of this Order. Purchaser has read the Order, including the General Terms and Conditions printed on the back of this Order, and agrees to be bound by all such Terms and Conditions. 4. Equipment is sold "as is" unless otherwise stated. 5. Actual invoice amounts may vary due to changes in PMS Print, tax certificates, customer warranty, or addition and deletion of attachments quoted above.					

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve purchasing one (1) bulldozer and one (1) loader utilizing statewide contract #220, ID #48439 - Public Works Department as recommended. Upon call for a vote, the following voted aye:

- Mayor Ricky Shelton
- Vice-Mayor Laurin Wheaton
- Councilman Mark Miller
- Councilman Eric Walker
- Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO
 PURCHASE EIGHT (8) POLICE
 PURSUIT VEHICLES AND TWO (2)
 ADMIN SEDANS FROM THE
 STATEWIDE BID CONTRACT –
 POLICE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

Police Vehicles

- Request purchasing (8) Ford Interceptor SUVs on State Wide Contract (Lonnie Cobb Ford) Vehicle Unit Cost - \$33,692.00
- Request purchasing (2) Dodge Charger admin sedans on State Wide Contract Vehicle Unit Cost - \$24,574.00
- Vehicle Cost - \$318,684.00
- Budgeted Items

Vice-Mayor Wheaton made a motion, seconded by Councilman Walker, to approve purchasing eight (8) Police Pursuit Vehicles and two (2) Admin Sedans from the StateWide Bid Contract - Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL OF LEASE
AGREEMENT FOR FOUR (4) 2018
POLICE MOTORCYCLES - POLICE
DEPARTMENT**

Motorcycle Lease

- Current lease - Boswell's Harley-Davidson
- Lease agreement covered a (3) three year period
- Recommend extending lease for (1) one year
- Lease payment for (4) motorcycles \$12,000
- Budgeted item

Councilman Walker made a motion, seconded by Vice-Mayor Wheaton, to approve the lease agreement for four (4) 2018 police motorcycles - Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

CITIZENS REQUEST FOR HEARING BEFORE CITY COUNCIL:

Thirty-nine (39) citizens addressed the council on various matters and opinions including:

- What the Confederate Monument in the City owned cemetery meant to them individually, and their support or opposition to its removal.
- Support for and opposition to a draft resolution concerning signs disclaiming the Confederate Monument in the City owned cemetery.
- Support for and opposition to a draft resolution concerning the removal of Confederate Flags or images thereof from City owned property.
- Support for and opposition to individual City Council member's actions, including their use, posts, and comments on social media.
- Concerns about the proper use of plots in the City owned cemetery.
- Recent protests and riots across the United States, including protests in Cookeville.
- Individual citizen's thoughts on the Civil War.
- Individual citizen's personal experiences concerning racism.
- The importance of history and symbols, and how individuals garner different meaning them.
- Calls for the citizens of Cookeville to be united.

HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:

City Manager James Mills gave an update on the administrative actions underway to address issues brought up in the two draft resolutions discussed during the June 29, 2020 work session.

Councilman Womack reaffirmed his belief that Cookeville is an inclusive community.

Councilman Miller commented that today was the anniversary of the signing of the Civil Rights Act and shared his personal views on the Confederate Monument in the City owned cemetery and the Confederate flag.

Councilman Walker commented that although it was hard listening to the division expressed in the comments of citizens this evening, the message moving forward should be one of unification, and the City Council working together for inclusion.

Vice-Mayor Wheaton commented that although the conversations related to issues shared by citizens tonight were difficult, the conversations were happening and would continue, and at the end of the day, everyone wanted Cookeville to come together to be an inclusive and diverse community.

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 2, 2020**

MAYOR'S COMMENTS:

Mayor Shelton shared his thoughts on the two draft resolutions discussed during the June 29, 2020 work session and the comments of citizens this evening. He encouraged the City Council to first discuss issues during work session so that positive solutions can be brought to the public.

There being no further business, Mayor Shelton declared the meeting adjourned at 7:42 p.m.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

**COOKEVILLE CITY COUNCIL
SPECIAL CALLED MEETING
JULY 9, 2020
5:30 P.M.**

The Council of the City of Cookeville met in special called session on Thursday, July 9, 2020, at 5:30 p.m., via electronic means (Zoom) pursuant to the Governor's Executive Order No. 16, extended by Executive Orders No. 34 & No. 51, in the Municipal Building, 45 East Broad Street. Public access was limited due to following the guidelines and recommendations of social distancing set for by the Governor's Executive Orders. Mayor Shelton gave the invocation, and led the audience in the Pledge of Allegiance. Mayor Shelton then called the meeting to order and asked the City Clerk to call the roll. Present and answering roll call were:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

Also present: James Mills, City Manager; Darian Coons, City Clerk and Dan Rader, City Attorney.

In an effort to practice social distancing (due to COVID-19) only 4 members of the Council sat on the bench.

**CONSIDER APPROVAL OF
AGENDA AS PRESENTED**

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve the agenda as presented. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

NEW BUSINESS – PUBLIC HEARINGS AND ACTION ITEMS:

**CONSIDER APPROVAL OF THE BID
FOR THE CONSTRUCTION OF THE
POLICE DEPARTMENT
HEADQUARTERS AS SUBMITTED
BY W&O CONSTRUCTION AND
AUTHORIZING THE CITY MANAGER
TO ISSUE A NOTICE TO PROCEED
WITH CONSTRUCTION AND
EXECUTE THE CHANGE ORDER TO
THE CONTRACT EFFECTING THE
SAME - POLICE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 9, 2020**

New Police Headquarters Facility

- W&O selected as General Contractor August 15, 2019 predicated on bids submitted for:
 - Pre-construction services
 - General Conditions
 - Overhead/Profit percentage
 - Performance and Payment Bond percentage
- Contract signed with GC August 16, 2019 for pre-construction services

New Police Headquarters Facility

- Construction Documents delivered May 15, 2020
- Bids due June 19, 2020
- Bid for construction and allowances
 - \$13,667,578.61
- Project starts once Change Order #1 is signed and notice to proceed is issued
- Projected completion - November 12, 2021

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve the bid for the construction of the Police Department Headquarters as submitted by W&O Construction and authorizing the City Manager to issue a notice to proceed with construction and execute the change order to the contract affecting the same - Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**AUTHORIZE CITY MANAGER TO
TAKE BIDS AND RECOMMEND
PURCHASE OF FURNITURE,
FIXTURES AND EQUIPMENT FOR
THE POLICE DEPARTMENT
HEADQUARTERS IN AN AMOUNT
NOT TO EXCEED \$1.75 MILLION –
POLICE DEPARTMENT**

**Furniture, Fixtures and Equipment (FF&E)
New Police Headquarters Facility**

- Requesting approval of an amount not to exceed 1.75M for Furniture, Fixtures and Equipment (FF&E)
- Furniture, Fixtures and Equipment includes:
 - Office Furniture
 - Security and controlled access systems
 - High Density Storage Shelving
 - Equipment for Evidence processing
 - Miscellaneous equipment

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 9, 2020**

**Furniture, Fixtures and Equipment (FF&E)
New Police Headquarters Facility**

- Some FF&E may be purchased on State Wide Contract (SWC)
- Items may also be purchased utilizing a purchasing cooperative
- Items exceeding the 10K threshold that are not available on a competitively solicited contract will be bid

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to authorize the City Manager to take bids and recommend purchase of furniture, fixtures and equipment for the Police Department Headquarters in an amount not to exceed \$1.75 million – Police Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL OF CHANGE
ORDER #1 ON THE 2020 WILLOW
AVENUE WATER IMPROVEMENT
PROJECT, LOWERING 8-IN. WATER
LINE FOR POLICE DEPARTMENT
HEADQUARTERS - WATER QUALITY
CONTROL DEPARTMENT**

CITY OF COOKEVILLE
DEPARTMENT OF WATER QUALITY CONTROL
2020 WILLOW AVE WATER IMPROVEMENT PROJECT

DATE OF BID OPENING 31-Dec-19 TIME 10:00 AM
BIDS OPENED BY BARRY TURNER
BIDS WITNESSED BY MATTHEW PHILLIPS

BIDDERS	TOTAL BID				
JOHN T HALL CONSTRUCTION	\$736,428.00				
MADEWELL CONSTRUCTION	\$443,890.00				

CWB - DID NOT BID

DWMB - DID NOT MEET SPECS

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM MADEWELL CONSTRUCTION BE AWARDED FOR THE FOLLOWING REASON:
LOW BID ABSTAINING SPECIFICATIONS

Barry Turner
RECOMMENDED
DEPARTMENT HEAD

James Miller
APPROVAL
CITY MANAGER

Bruce Amel
BUDGET AVAILABILITY
FINANCE DIRECTOR

**COOKEVILLE CITY COUNCIL
MINUTES
JULY 9, 2020**

**Consideration of Change Order #1
Madewell Construction
Willow Ave. Water Improvement Project**

▪ Council Approved Contract on 11-7-2019 -	\$ 443,980.00
▪ Change Order #1 -	\$ 42,225.00
▪ New Contract Amount -	\$ 486,205.00
▪ Contract Time Increase -	35 calendar days
▪ Final Date For Completion of all work -	August 15, 2020

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to approve Change Order #1 on the 2020 Willow Avenue Water Improvement Project, lowering 8-in. water line for Police Department Headquarters - Water Quality Control Department as recommended. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

**CONSIDER RESOLUTION #R20-07-01,
EXPRESSING SUPPORT AND
APPRECIATION FOR THE
COOKEVILLE POLICE
DEPARTMENT AND OTHER LOCAL
LAW ENFORCEMENT AGENCIES**

COOKEVILLE CITY COUNCIL
MINUTES
JULY 9, 2020

RESOLUTION

A RESOLUTION OF THE COUNCIL
OF THE CITY OF COOKEVILLE,
TENNESSEE, EXPRESSING
SUPPORT AND APPRECIATION
FOR THE COOKEVILLE POLICE
DEPARTMENT AND OTHER
LOCAL LAW ENFORCEMENT
AGENCIES

RESOLUTION NUMBER: R20-07-01
REQUESTED BY: MAYOR SHELTON
PREPARED BY: CITY MANAGER
APPROVED FORM CORRECTNESS:

(City Attorney)
ADOPTED: _____
MINUTE BOOK _____, PAGE _____

WHEREAS, our law enforcement agencies protect and serve the citizens of the City of Cookeville every day in a very loyal and professional manner; and

WHEREAS, the state and local law enforcement agencies primarily responsible for this service continually strive to earn the public trust by meeting and maintaining the standards required by professional law enforcement accreditation; and

WHEREAS, the Cookeville Police Department has maintained international accreditation through the Commission on Accreditation for Law Enforcement (CALEA) since 1998; and

WHEREAS, CALEA accreditation provides objective evidence of an agency's commitment to excellence in leadership, resource management, and service-delivery through an ongoing process of evaluation by outside assessors, that is only achieved by approximately 4% of law enforcement agencies nationwide.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF COOKEVILLE, TENNESSEE, that the City of Cookeville:

- Continues to have full faith and confidence in the law enforcement agencies providing service to the citizens of Cookeville.
- Recognizes that professional law enforcement is NOT synonymous with those individuals that choose to abuse their authority or employ brutality.
- Encourages the longstanding commitment of these agencies to operate efficiently and meet the needs of the community through the problem-solving principles found in the professional standards of law enforcement accreditation.
- Pledges continued support for the efforts of these law enforcement agencies to maintain the standards of professional accreditation.
- Reaffirms our commitment to provide fully funded financial resources so they can provide safety and law and order for our community.
- Acknowledges the Cookeville Police Department's longstanding certification from CALEA and TLEA (Tennessee Law Enforcement Accreditation) combined with frequent interaction with the City Manager and City Council along with community engagement provides the highest level of community accountability.
- Encourages the citizens of the City of Cookeville to rest assured that their trust is well placed in the professional law enforcement agencies of our community, including Cookeville Police Department, Putnam County Sheriff's Department, TDP, TTU and other agencies sworn to provide compassionate and equitable service to all.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this resolution shall be duly recorded and filed in the City Clerk's office.

Adopted, this the 9th day of July, 2020.

Ricky Shelton, Mayor

ATTEST:

Darlan Coons, City Clerk

Councilman Walker made a motion, seconded by Councilman Miller, to adopt Resolution #R20-07-01. Upon call for a vote, the following voted aye:

Mayor Ricky Shelton
Vice-Mayor Laurin Wheaton
Councilman Mark Miller
Councilman Eric Walker
Councilman Charles Womack

The City Clerk announced that the motion carried.

ADJOURNMENT

There being no further business, Mayor Shelton declared the meeting adjourned at 5:44 p.m.

Ricky Shelton, Mayor

ATTEST:

Darlan Coons, City Clerk

5B

ORDINANCE NUMBER O20-06-12

AN ORDINANCE TO REZONE PROPERTY LOCATED ON OXFORD PLACE AND HIGHWAY 111 IDENTIFIED AS A PORTION OF PARCEL 040.00 ON TAX MAP 067A GROUP F FROM CR "REGIONAL COMMERCIAL" TO RD, "SINGLE FAMILY AND DUPLEX RESIDENTIAL"

**ORDINANCE NUMBER: O20-06-12
REQUESTED BY: Planning Commission
PREPARED BY: Planning Department
APPROVED AS TO FORM AND CORRECTNESS:**

(City Attorney)
PUBLIC HEARING HELD: 7-2-20
PASSED 1ST READING: 7-2-20
PASSED 2ND READING: _____
MINUTE BOOK _____, PAGE _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE:

Section 1: Property located off Oxford Place and Highway 111, identified as a portion of parcel 040.00 on Putnam County Tax Map 067A, Group F, zoned CR, "Regional Commercial" to RD, "Single Family and Duplex Residential". Said properties are described as follows and depicted on the attached map as Exhibit 1.

DESCRIPTION OF PROPERTY

BEGINNING AT A POINT, said point being the Current CR/RD Zoning Line, said point also being the Northwestern Corner of (Cedar Hills Retirement Center) Parcel No. 23.00, Group "F", Map No. 067A of the Putnam County Tax Maps; Thence leaving said Current CR/RD Zoning Line in a northeasterly direction approximately 497 feet to a point, said point being the western boundary of Parcel No 59.00 of said Map and Group; Thence in a northeasterly direction and running with the southern boundary of said Parcel No. 59.00 approximately 121 feet to a point; Thence in a southeasterly direction and continuing with said southern boundary approximately 203 feet to a point; Thence in a northeasterly direction and continuing with said southern boundary approximately 355 feet to a point, said point being the Northwestern Corner of Parcel No. 41.01 of said Map and Group, said point also being the Current CR/RD Zoning Line; Thence in a southerly direction and running with said CR/RD Zoning Line and the western boundaries of said Parcel No. 41.01 and Parcel No. 40.01 of said Map and Group approximately 130 feet to a point, said point being the Southwestern Corner of said Parcel No. 40.01; Thence continuing in a southerly direction and running with said CR/RD Zoning Line approximately 44 feet to a point, said point being the Northwestern Corner of Parcel No. 39.00 of said Map and Group; Thence continuing in

a southerly direction and running with said CR/RD Zoning Line and the western boundaries of said Parcel No. 39.00 and Parcel No. 38.00 of said Map and Group approximately 232 feet to a point, said point being the Northeastern Corner of (Cedar Hills Retirement Center) Parcel No. 23.00 of said Map and Group; Thence continuing with said CR/RD Zoning Line in a westerly direction and running with the northern boundary of said (Cedar Hills Retirement Center) Parcel No. 23.00 approximately 621 feet to the **POINT OF BEGINNING**, said property containing 4.86 +/- acres.

Section 2: This rezoning shall not become effective until such time as it is shown on the Official Zoning Map of the City of Cookeville, Tennessee.

Section 3: This Ordinance shall take effect fourteen (14) days from and after its passage, the public welfare requiring it.

THE CITY OF COOKEVILLE, TENNESSEE

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

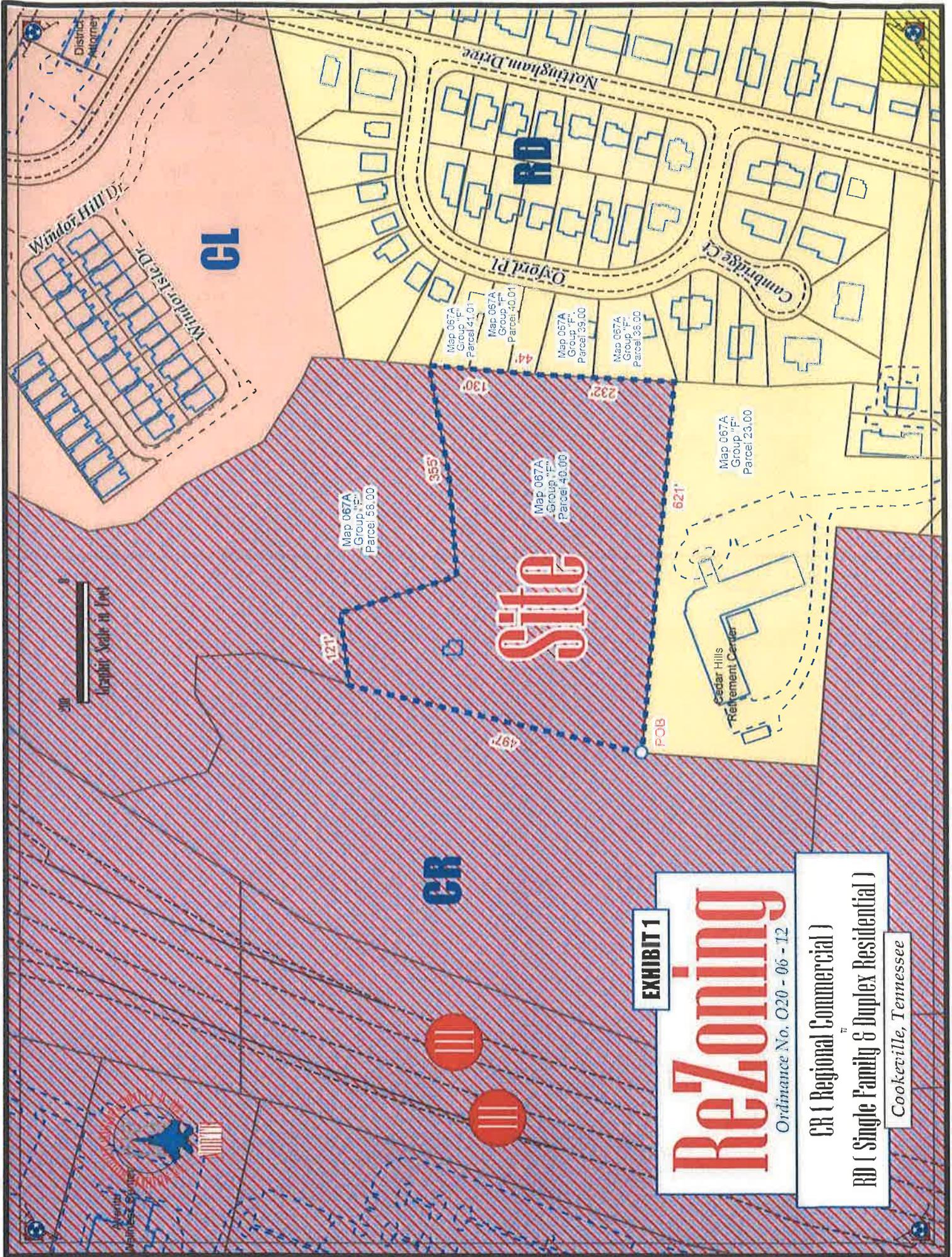


EXHIBIT 1

REZONING

Ordinance No. O20-06-12

CR (Regional Commercial)
RD (Single Family & Duplex Residential)

Cookeville, Tennessee



5C

ORDINANCE NUMBER O20-06-13

AN ORDINANCE CLOSING AND ABANDONING A PORTION OF THE UNDEVELOPED RIGHT-OF-WAY OF POPULAR AVENUE LOCATED SOUTH OF EAST 4TH STREET AND DECLARING THIS RIGHT-OF-WAY AS SURPLUS PROPERTY AVAILABLE FOR ACQUISITION BY ADJOINING PROPERTY OWNER

**ORDINANCE NUMBER: O20-06-13
REQUESTED BY: Planning Commission
PREPARED BY: Planning Department
APPROVED AS TO FORM AND CORRECTNESS:**

(City Attorney)

PUBLIC HEARING HELD: 7-2-20
PASSED 1ST READING: 7-2-20
PASSED 2ND READING: _____
MINUTE BOOK _____, PAGE _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE:

Section 1: That a portion of the undeveloped right-of-way of Popular Avenue located south of East 4th Street and contiguous with Parcel Nos. 001.00 and 015.00, Tax Map 053B, Group G, is hereby closed and abandoned and the right-of-way is declared as surplus property, which shall hereby be conveyed to the adjoining property owner upon compliance with the requirements of Title 16, Chapter 4 of the City of Cookeville Municipal Code. The portion of the right-of-way hereby closed, abandoned and declared as surplus property is depicted on the attached illustration identified as Exhibit 1 and is described as follows:

Being a portion of an undeveloped road as shown on the plat of C.E. Wilson Subdivision as recorded in Plat Book 25 Page 449 in the Registrar's Office for Putnam County, Tennessee, and being more particularly described as follows:

Beginning at a pk nail (set) in the southern right-of-way of East 4th Street being the northeastern corner of this described parcel as well as being located N 84°04'27" E 31.10 feet from a water meter; thence leaving the road and going with the Burton Nelson and Deborah Nelson property S 15°32'50" W 195.00 feet to a 1/2" pipe (found); thence continuing with Nelson S 15°09'21" W 203.16 feet to a 1/2" pipe (found); thence S 15°47'24" W 136.32 feet to a 1/2" rebar (found); thence leaving Nelson and going with the Auxin Development property N 85°36'30" W 28.61 feet to a point in the eastern right-of-way of the N & E Railroad; thence leaving Auxin Development and going with the said railroad right-of-way N 15°49'25" E 534.68 feet to a point in the southern right-of-way of East 4th Street; thence leaving the railroad and going with the southern right-of-way

of East 4th Street S 86°39'11" E 25.25 feet to the beginning being 0.33 acres as surveyed by Christopher M. Vick R.L.S. #2164 on 03 April 2020.

Section 2: This ordinance shall not take effect unless the entire right-of-ways herein closed and abandoned are purchased by the landowners adjoining the rights-of-way no later than 90 days from the passage of this Ordinance. If the entire right-of-ways describe herein are not purchased within 90 days of the passage of this Ordinance, this Ordinance becomes null and void and the City of Cookeville retains all right title and interest to said right-of-ways.

Section 3: This Ordinance shall take effect fourteen (14) days from and after its final passage, the public welfare requiring it.

THE CITY OF COOKEVILLE, TENNESSEE

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

UNDEVELOPED ROAD SURVEY

CITY OF COOKEVILLE PROPERTY
 POPLAR AVENUE (UNDEVELOPED)
 C.E. WILSON SUBDIVISION
 1ST CIVIL DISTRICT
 PUTNAM COUNTY, TN
 TOTAL ACRES: 0.33 AC
 DATE: 03 APRIL 2020
 DEED REF: RB 1179 PAGE 711
 MAP 53-B GROUP G PARCEL 100
 PLAT REF: BOOK 25 PAGE 449

EXHIBIT 1

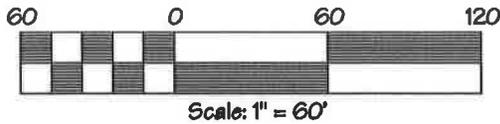
Ordinance 020-06-13



GPS CERTIFICATION:

I, Christopher M. Vick, hereby certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

- (a) Type of Survey: Real Time Kinematic
- (b) Positional Accuracy: 0.05 feet
- (c) Date of survey: 11 March 2020
- (d) Datum/Epoch: NAD83(2011) Epoch 2010.00
- (e) Published/Fixed-control used: TDOT CORS Network
- (f) Geoid Model: Geoid12A
- (g) Combined grid factor(s): 0.99989496



LEGEND	
⊙	MANHOLE
×	WATER METER
○	1/2" PIPE (found)
⊗	RAILROAD ROW
⊙	REBAR (found)
⊕	CLEAN OUT
⊖	POWER POLE
⊙	CLEAN OUT

Note: The point of beginning is located N 84°04'27" E 31.10 feet from a water meter.

Note: Every document of record reviewed and considered as a part of this survey is noted hereon. This survey is prepared from the current deed of record and does not represent a title search or a guarantee of title and is subject to any state of facts that a current accurate title search will reveal.

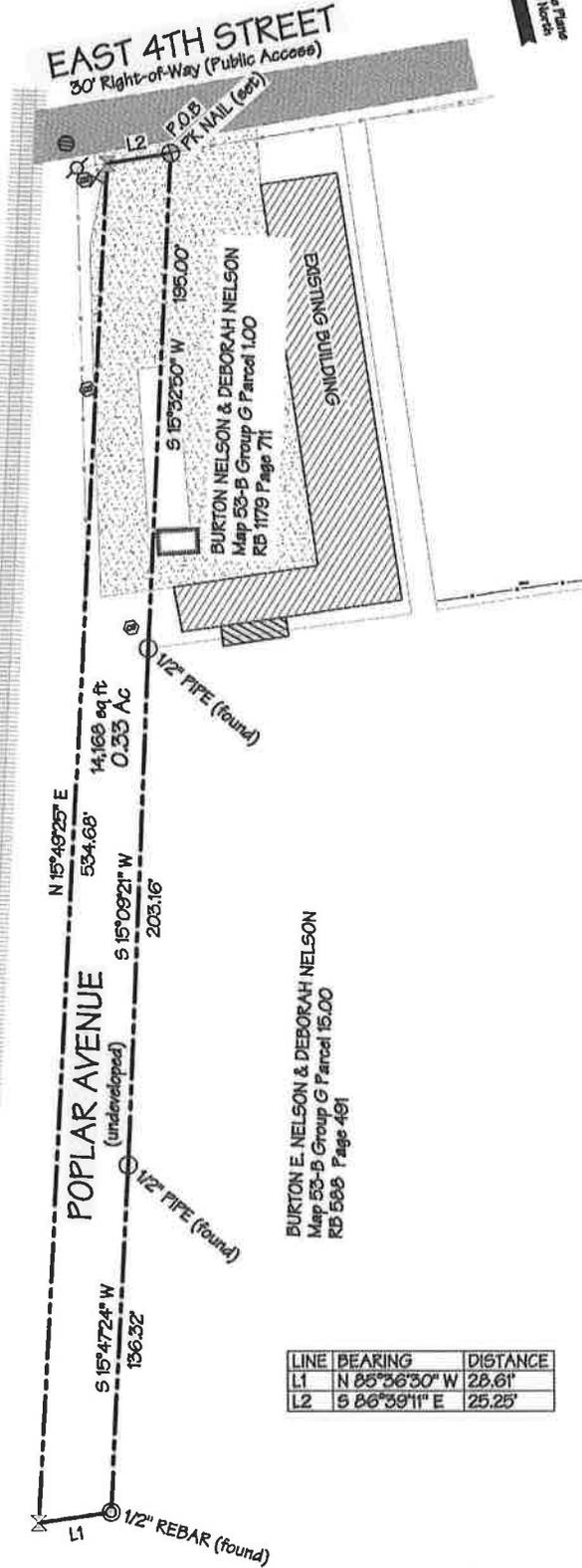
This is a boundary line survey. There is absolutely no certification made as to the existence or non-existence of the following: wetlands; easements or rights-of-way unless otherwise noted hereon; sub-surface utilities or streams; above ground utilities other than those which are clearly shown and labeled as such hereon; buildings, structures, ponds, lakes or streams other than those which are clearly shown and labeled as such hereon; flood areas or designated flood zones unless otherwise noted; or any and all other land features that could be deemed topographic.

Note: The plat drawn hereon is subject to regulatory authority and is subject to change according to physical evidence. (i.e. bluffs, painted lines, roads, lakes, ponds, indicia of ownership, etc.)

Note: This property may be subject to utility ingress/egress and/or right-of-ways.

I hereby certify that this is a category II & IV survey and that the ratio of precision of the unadjusted survey is at minimum 1:7500 as shown hereon and has been performed in compliance with current Tennessee Minimum Standards of Practice.

N & E RAILROAD

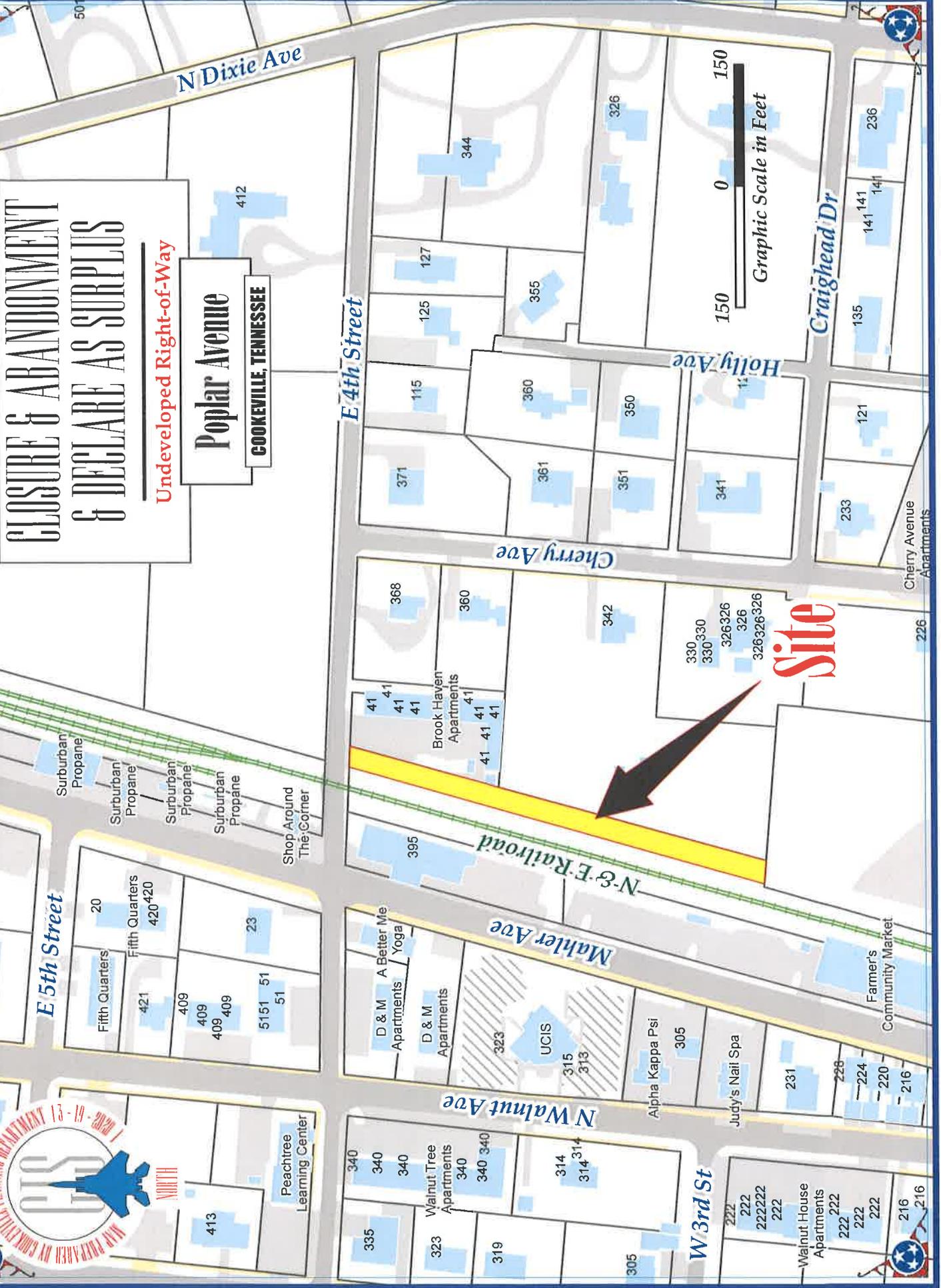


LINE	BEARING	DISTANCE
L1	N 85°36'30" W	28.61'
L2	S 86°39'11" E	25.25'

CLOSURE & ABANDONMENT & DECLARE AS SURPLUS

Undeveloped Right-of-Way

Poplar Avenue
COOKEVILLE, TENNESSEE



Site

6A

6B

MEMORANDUM

TO : James Mills, City Manager
FROM: H. Randall Evans, Chief of Police 
DATE : July 8, 2020
RE : Request to Declare Surplus Vehicles and Equipment

I am requesting the attached listed vehicles and equipment be placed on the next council meeting agenda for approval to be declared surplus to either be sold on GOV Deals or destroyed. The vehicles are high mileage with mechanical issues or substantial crash damage. The equipment has reached end of life cycle and/or is unserviceable.



Serial	DeviceName	Description
1D038871	CPD23620	DVM-800 In Car System
1D0389B4	CPD23642	DVM-800 In Car System
1D0388BC	CPD23617	DVM-800 In Car System
1D0388CE	CPD23616	DVM-800 In Car System
1D0389A5	CPD23618	DVM-800 In Car System
1D0388DC	CPD23645	DVM-800 In Car System
1D038874	CPD23615	DVM-800 In Car System
1D0389B5	CPD23644	DVM-800 In Car System
1D038A1D	CPD23646	DVM-800 In Car System
1D038991	CPD23647	DVM-800 In Car System
1D038868	CPD23633	DVM-800 In Car System
1D038A31	CPD23635	DVM-800 In Car System
1D038894	CPD23637	DVM-800 In Car System
1D0388B3	CPD23630	DVM-800 In Car System
1D03887C	CPD23632	DVM-800 In Car System
1D03886C	CPD23638	DVM-800 In Car System
1D0389CD	CPD23636	DVM-800 In Car System
1D0388E8	CPD23634	DVM-800 In Car System
1D038615	CPD23662	DVM-800 In Car System
1D0388B4	CPD23667	DVM-800 In Car System
1D03817F	CPD23298	DVM-800 In Car System
1D03819C	CPD23675	DVM-800 In Car System
1D0388BE	cpd23630	DVM-800 In Car System
1D038A19	CPD23661	DVM-800 In Car System
1D038A6D	CPD23684	DVM-800 In Car System
1D038B34	CPD23685	DVM-800 In Car System
1D03811D	CPD23689	DVM-800 In Car System
1D03831E	CPD23678	DVM-800 In Car System
1D038407	CPD23679	DVM-800 In Car System
1D03832E	CPD23601	DVM-800 In Car System
1D03849A	Woody	DVM-800 In Car System
1D039546	CPD23608	DVM-800 In Car System
1D038598	CPD23602	DVM-800 In Car System
1D03911C	CPD23699	DVM-800 In Car System
1D0384B1	CPD23715	DVM-800 In Car System
1D038639	CPD23720	DVM-800 In Car System
1D03833A	CPD23708	DVM-800 In Car System
1D03984C	CPD23717	DVM-800 In Car System
1D0388D9	CPD23718	DVM-800 In Car System
1D039831	CPD23723	DVM-800 In Car System
1D039862	CPD23710	DVM-800 In Car System
1D039A7D	CPD23845	DVM-800 In Car System
1D039A9E	CPD23880	DVM-800 In Car System
1D0388B1	CPD23861	DVM-800 In Car System
1D038186	CPD24025	DVM-800 In Car System
1D039863	CPD24018	DVM-800 In Car System
1D038816	CPD24030	DVM-800 In Car System

1D0397AF	CPD24005	DVM-800 In Car System
1D0390E5	CPD23927	DVM-800 In Car System
1D038779	CPD23928	DVM-800 In Car System
1D038014	CPD23553	DVM-800 In Car System
1D039809	CPD23554	DVM-800 In Car System
1D038732	CPD23555	DVM-800 In Car System
1D039837	CPD24060	DVM-800 In Car System
1D030A8A	CPD23709	DVM-800 In Car System
1D039186	CPD_New	DVM-800 In Car System
1D03826C	CPD24063	DVM-800 In Car System
1D0399F5	CPD24065	DVM-800 In Car System
1D0389D9	CPD24066	DVM-800 In Car System
1D039564	CPD24209	DVM-800 In Car System
1D03A2DC	CPD24208	DVM-800 In Car System
1D03A45C	CPD24202	DVM-800 In Car System
1D0386DE	CPD24204	DVM-800 In Car System
1D03A446	CPD24205	DVM-800 In Car System
1D038B44	CPD-Gribble	DVM-800 In Car System
1D0384AB	CPD24238	DVM-800 In Car System
1D038AA5	CPD24207	DVM-800 In Car System
1D03864D	CPD24066	DVM-800 In Car System
1D039D11	CPD24390	DVM-800 In Car System

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>VIN</u>	<u>Color</u>	<u>Info</u>
Dodge	Charger	2006	2C3CDXAT4CH239977	Silver	engine proplems
Chevy	Impala	2013	2G1WD5E39D1148018	White	Wrecked
Chevy	Impala	2010	2G1WD5EM5A1119037	White	Blown engine

<u>Brand</u>	<u>Item</u>	<u>Model Number</u>	<u>Serial Number</u>	<u>CPD Number</u>	<u>Status</u>	<u>Notes</u>
Hewlett Packard	Computer Monitor	HSTND-2271-B	CNK8510YWD	DTF #DF000498	To sell or destroy	No cables
Hewlett Packard	Computer Monitor	S2031	3CQ0173H3V	21830	To sell or destroy	No cables
Dell	Computer Monitor	S199WFPF	CN-DHP879-72872-7A8-1VNU	20697	To sell or destroy	No cables
ViewSonic	Computer Monitor	VG2030WM	QCC082180684	21810	To sell or destroy	No cables
ViewSonic	Computer Monitor	VA2223WM	RH5093800507	21821	To sell or destroy	No cables
Acer	Computer Monitor	P2115H	ETLHR08006O1810B224264	21904	To sell or destroy	No cables
Dell	Computer	Optiplex 980	D9NPKM1	21926	To sell or destroy	No hard drive or RAM
Dell	Computer	Optiplex 755	F5B354J	22477	To sell or destroy	No hard drive or RAM
Dell	Computer	Optiplex 360	F348ML1	21771	To sell or destroy	No hard drive or RAM
Dell	Computer	Vostro 3500	D50CCL1	21922	To sell or destroy	No hard drive or RAM
Hewlett Packard	Computer	Compaq	BURCTO8730W	21813	To sell or destroy	No hard drive or RAM
Hewlett Packard	Docking Station	HSTNN-108X	CNU927Z223	N/A	To sell or destroy	
Digital Intelligence	Computer	Forensic Workstation	F0125035064	22827	To sell or destroy	No hard drive or RAM
Apple	Laptop Computer	A1260	W88391QNYJZ	21811	To sell or destroy	No hard drive
Hewlett Packard	Printer	CP2025	CNGS405113	21823	To sell or destroy	No cables
IP Box	Phone Password Decoder	N/A	N/A	N/A	Destroyed	
Hewlett Packard	Toner Cartridge	CP3505 Black	N/A	N/A	To sell or destroy	
Hewlett Packard	Toner Cartridge	CP3505 Yellow	N/A	N/A	To sell or destroy	
Azor	Toner Cartridge	GSTN210CY	N/A	N/A	To sell or destroy	
APC	Battery Backup	BE-550G	3B0812X08923	20957	To sell or destroy	
APC	Battery Backup	BE-350G	3B0812X26177	20958	To sell or destroy	
APC	Battery Backup	BR1300LCD	8B0742R17858	N/A	To sell or destroy	
APC	Battery Backup	BE-550G	4B1126P48577	N/A	To sell or destroy	
Belkin	Battery Backup	F6C900-UNV	2014B25337W4	N/A	To sell or destroy	
Drobo	5 Bay Enclosure	DRDR4-A	DRB140301700735	22829	To sell or destroy	No cables
Drobo	5 Bay Enclosure	DRD45-A	TDB1126A0194	23203	To sell or destroy	No cables
Drobo	5 Bay Enclosure	DRDR5-A	DRB144301700278	N/A	To sell or destroy	No cables
Drobo	5 Bay Enclosure	DRDR5-A	DRB144301700290	N/A	To sell or destroy	No cables
Seagate	External Hard Drive	500GB	2GEWN1V8	N/A	Destroyed	
Seagate	External Hard Drive	500GB	2GEXWRP0	N/A	Destroyed	
Fernico	Camera and Components	N/A	8738514221	21824	To sell or destroy	
N/A	Misc Computer Peripherals	N/A	N/A	N/A	To sell or destroy	
N/A	Nine (9) Computer Keyboards	Various	N/A	N/A	To sell or destroy	

Darian Coons

From: Greg Brown
Sent: Friday, July 10, 2020 8:42 AM
To: Darian Coons
Subject: FW: SURPLUS

Darian,
We would like to declare these two pieces of equipment surplus.

Greg Brown, P.E.
Public Works Director
City of Cookeville, TN
931-520-5247

From: Debbie Swallows
Sent: Friday, July 10, 2020 8:40 AM
To: Greg Brown
Subject: SURPLUS

356 - LOADER - RUBBER TIRE	1988	John Deere 544E	LOADER/TIRE MULCH-SITE
351 - DOZER	2000	John Deere 850C	DOZER

Debbie Swallows
Office Manager
City of Cookeville
Public Works Dept.
931-520-5249

Electronic communications with officials and employees of the City of Cookeville are subject to the Tennessee Public Records Act.



2020 Surplus Equipment Declaration List

1. Lot of Misc. Scrap Water Meters.
Various brands, models, and sizes.
These meters do not comply with the lead free act.
2. Lot of Misc. Brass Fittings and Saddles.
Various brands, configurations, and sizes.
These brass fittings and saddles do not comply with the lead free act and was taken out of service.
3. 2008 Ford F150 4x4
Vin# 1FTRX14W88FC18932
Mileage- 159,675
Truck has been replaced and needs engine repairs.
4. 2010 Ford F150 4x4
Vin# 1FTMF1CW7AFC54020
Mileage-124,510
Truck has been replaced.

****I am removing the following items from inventory. Items will be surplus and sold. Items are no longer legal to be used after Jan. 4, 2011 due to the Reduction of Lead in Drinking Water Act of 2011. (Verbiage follows) Items had been removed from usage and stored.****

Reduction of Lead in Drinking Water Act of 2011 • Enacted on Jan 4, 2011, this act modifies existing SDWA Section 1417. • The SDWA modifications: – Changes the definition of "lead-free" – Creates exemptions of the existing lead prohibitions – Eliminates federal requirement for plumbing fittings and fixtures to comply with 3rd party standards • Effective date – January 4, 2014 – Back inventory that does not meet the requirements of the RLDWA can no longer be sold or installed. U.S. Environmental Protection Agency 8 Revised Definition of Lead Free • Revises the maximum allowable lead content from not more than 8% to not more than a weighted average of 0.25% of the wetted surface of pipes, pipe fittings, plumbing fittings, and fixtures. • Established calculation procedure for determining lead concentration of a product from the components that make up the product. • Eliminates the federal requirement for certain products (plumbing fittings and fixtures) to comply with standards for lead leaching (NSF/ANSI Standard 61 Section 9). – State regulations or local ordinances may still required certification

Leaded Brass Inventory List

Inventory Control #	Description	QTY	Price	Total
L34-23G	Br Mtr. Fitting 90 MNx CTS .75	31	\$ 4.80	\$ 148.80
L34-44G	Br Mtr. Fitting 90 MNx CTS 1"	7	\$ 18.07	\$ 126.49
L1444	BR. Bend 90 FIPT x CTS	13	\$ 18.65	\$ 242.45
C35-21	Br Mtr. Fitting .5 IPPJ x .75 MN	32	\$ 4.90	\$ 156.80
C35-23	Br Mtr. Fitting .75 IPPJ X .75 MN	9	\$ 5.30	\$ 47.70
C34-44G	Br Mtr. Fitting MN x CTS 1"	17	\$ 5.70	\$ 96.90
C4534	Br Coupling IPPJ x CTS 1"x.75"	4	\$ 15.24	\$ 60.96
C8444	Br Coupling MIP x CTS 1"	2	\$ 4.52	\$ 9.04
EC23	Expansion Conn. .75"	3	\$ 3.50	\$ 10.50
EC24	Meter Yoke Parts .75"	35	\$ 8.50	\$ 297.50
87	Br Bend 90 FIP X CTS .75"	25	\$ 4.88	\$ 122.00
M02R	Br Mtr. Fitting 90 MN x MIP 1"	15	\$ 5.29	\$ 79.35
KV13331W	Angle Valve 5/8 MN x .75" FPT	4	\$ 27.49	\$ 109.96
F500E	Br corp stop MIPT x MIPT .75"	26	\$ 6.47	\$ 168.22
H10201B	Br Curb Stop FIPT .5"	6	\$ 18.41	\$ 110.46
M04	Br Mtr. Fitting 90 MN x MIP .5"	8	\$ 8.44	\$ 67.52
9971	.75" Corp Stop	8	\$ 6.68	\$ 53.44
9971OLD	1" Corp Stop	9	\$ 11.32	\$ 101.88
BA13-332W	Angle Valve .75" MN x .75" FPT	6	\$ 35.80	\$ 214.80
M01R	Br Mtr. Fitting MN X IPT 1"	10	\$ 8.19	\$ 81.90
KV43444W	Angle Valve 1" CTS X 1" MN	5	\$ 13.62	\$ 68.10
A08	Ball Corp Stop 2"	2	\$ 50.75	\$ 101.50
F1000-3	.75" Corp Stop CCT X Qnut CTS	61	\$ 15.59	\$ 950.99
Y05	Copper Setter 1.5"x12"wBypass	2	\$ 209.60	\$ 419.20
62	Copper Setter 1.5"x12"Nbypass	5	\$ 211.72	\$ 1,058.60
66	Copper Setter 1.5"x18"Nbypass	2	\$ 183.04	\$ 366.08
S71-123	Br Saddle 1.25" x .75" IPT	6	\$ 7.80	\$ 46.80
S71-153	Br Saddle 1.5" x .75" IPT	17	\$ 7.98	\$ 135.66
S71-253	Br Saddle 2.5" x .75" IPT	8	\$ 8.88	\$ 71.04
S71-403	Br Saddle 4" x .75" IPT	5	\$ 10.54	\$ 52.70
S71-603	Br Saddle 6" x .75" IPT	44	\$ 14.94	\$ 657.36
			Total	\$6,234.70



Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 998 - 45 East Broad Street
Cookeville, TN 38503-0998
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL

FROM: DARYL BLAIR, FIRE CHIEF

SUBJECT: SURPLUS EQUIPMENT

DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to surplus the following items due to age and non-working condition. We respectfully request your approval and will be more than glad to explain or answer any questions you may have.

1991 Luverne Mini Pumper Mileage 71,086 VIN#2FDKF38M4MCA81840

Severe Maintenance Issues, Parts Hard to Find, Out of Service, Wore Out

2003 Ford Explorer Mileage 110,162 VIN#IFMZU72K83UB36856

Needs New Rear End & Front End, Out of Service, Wore Out

2 Dyna Body Smith Machines Out of Service, Wore out

2 Precor Treadmills Out of Service, Wore out

7A

RESOLUTION

**A RESOLUTION OF THE
COOKEVILLE CITY COUNCIL
AMENDING THE PERSONNEL
POLICIES AND PROCEDURES
MANUAL**

**RESOLUTION NUMBER: R20-07-13
REQUESTED BY: City Council
PREPARED BY: City Manager
APPROVED-FORM/CORRECTNESS:**

(City Attorney)

**ADOPTED: _____
MINUTE BOOK _____, PAGE _____**

WHEREAS, the City Council originally approved the Personnel Policies and Procedures Manual on June 27, 1988; and

WHEREAS, in an on-going effort to keep the Manual current, changes have taken place and will continue to take place; and

NOW, THEREFORE, BE IT RESOLVED THAT THE PERSONNEL POLICIES AND PROCEDURES MANUAL BE AMENDED AS FOLLOWS;

Chapter 5, Code of Conduct shall be amended as follows:

By adding the word "Property" to the title of Section 4 of Chapter 5 of the Manual so that it reads: Use of City Time, Property, Facilities, Etc.

By adding Part 4.03 to Section 4: Use of City Time, Property, Facilities, Etc.

4.03: No decal, emblem, flag, insignia, or similar item shall be affixed to any City of Cookeville property, including buildings, vehicles, equipment, or uniforms, unless authorized by the Department Director and approved by the City Manager. Approved items include City of Cookeville/Department badges and logos and the flags of the United States and State of Tennessee.

ADOPTED AND EFFECTIVE THIS 16th DAY OF JULY, 2020.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

7B

City of Cookeville
General Obligation Bonds

- Not to Exceed \$19,000,000
- Will issue \$10 million now and the balance of what is needed to complete the projects (up to \$9 million) in early 2021.
- Projects
 - Construction and equipping of buildings & facilities to serve as a police headquarters.
 - Purchase of Fire Apparatus (aerial truck and rescue pumper)
 - Other projects
 - Bond Issuance Cost

RESOLUTION

**INITIAL BOND RESOLUTION
AUTHORIZING THE ISSUANCE
OF NOT TO EXCEED NINETEEN
MILLION DOLLARS (\$19,000,000)
GENERAL OBLIGATION BONDS
OF THE CITY OF COOKEVILLE,
TENNESSEE**

**RESOLUTION NUMBER: R20-07-14
REQUESTED BY: BRENDA IMEL
PREPARED BY: BOND COUNSEL
APPROVED-FORM/CORRECTNESS:**

(City Attorney)

ADOPTED: _____
MINUTE BOOK _____, **PAGE** _____

WHEREAS, the City of Cookeville, Tennessee (the "City"), a body politic and corporate existing under the laws of the State of Tennessee acting under the authority of Part 1 of Title 21, Chapter 9 of Tennessee Code Annotated has the power to issue and sell bonds for public works projects as therein defined, including improvements, expansions, extensions, renovations with respect to its roads, streets and parks, and municipal buildings, and public facilities and the acquisition of any equipment or other improvements in connection therewith and reimbursement to the appropriate fund of the City for prior expenditures for the foregoing costs; and

WHEREAS, the City Council of the City does hereby determine and declare that the welfare of the municipality and its inhabitants will be served by the issuance by the City of a bond or bonds in an amount not to exceed \$19,000,000 for (i) the acquisition of land, site preparation, the acquisition, construction and equipping of public buildings and facilities, including a facility to serve as a police headquarters for the City, (ii) the acquisition of land, site preparation and construction, rehabilitation or maintenance of roads, streets, bridges, sidewalks, greenways, parks and other miscellaneous projects, (iii) construction, improvements and/or renovations to public buildings and facilities, (iv) the acquisition of public works and public safety equipment, including but not limited to fire trucks, (v) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (vi) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (vii) payment of cost incident to the bonds authorized herein, and that the design, renovation and construction of these facilities will protect the health and safety of the citizens of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE, that for the purposes aforesaid and payment of cost of issuance in connection therewith, the negotiable bond or bonds of the City of Cookeville shall be issued in an aggregate amount not to exceed Nineteen Million Dollars (\$19,000,000), which shall bear interest at a rate or rates not to exceed five percent (5.00%) per annum. The bonds shall be general obligation bonds of the City of Cookeville and will be payable from the unlimited ad valorem taxes levied upon all of the taxable property within the corporate limits of the City of Cookeville.

BE IT FURTHER RESOLVED that the City Clerk is directed to publish this Resolution in full once in the Cookeville Herald-Citizen, a newspaper of general circulation in the City of Cookeville, together with the following Notice:

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of the publication hereof, a petition signed by at least ten percent (10%) of the registered voters of the City of Cookeville shall have been filed with the City Clerk protesting the issuance of the general obligation bonds, such bonds shall be issued as proposed.

Darian Coons, City Clerk

Adopted and approved this 16th day of July, 2020.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

7C

FY 21 Tennessee State Grant

- Tennessee state budget included direct appropriation grants to local governments
- Cookeville allocation \$780,438 (no match)
- Planned use of the funds:
 - Budgeted Public Safety equipment/capital items
 - HVAC unit at City Hall
- Recommend acceptance of the grant

7D

CITY OF
COOKEVILLE
TENNESSEE

Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 998 - 45 East Broad Street
Cookeville, TN 38503-0998
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL
FROM: DARYL BLAIR, FIRE CHIEF 
SUBJECT: PURCHASE OF ZOLL MONITOR/DEFIBRILLATORS
DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to purchase five (5) Zoll X Series Monitor/Defibrillators for the amount of \$148,631.75 from Zoll Medical Corporation. This is a sole source of equipment.

The Monitor/Defibrillators we are requesting meets our specifications and we feel this is the best option for our department to meet our current and future needs for patient care.

The X Series Monitor is the only monitor with following capabilities: Direct compatibility and integration with Putnam County EMS and Cookeville Regional Medical Center whom both use Zoll Monitors.

This is a budgeted item and we respectfully request your approval. I will be more than glad to explain or answer any other questions you may have.

7E



Chief Daryl Blair
COOKEVILLE FIRE DEPARTMENT
P.O. Box 998 - 45 East Broad Street
Cookeville, TN 38503-0998
Phone: 931-520-5236
Fax: 931-520-5399

TO: CITY MANAGER AND CITY COUNCIL
FROM: DARYL BLAIR, FIRE CHIEF 
SUBJECT: PURCHASE OF NEW SCBA COMPRESSOR
DATE: JULY 13, 2020

The Cookeville Fire Department is requesting to purchase ONE (1) New SCBA Compressor for the amount of \$48,510.98 from NAFECO utilizing the HGACBUY Cooperative program.

The new compressor we are requesting meets our specifications and we feel this is the best option for our department to meet our current and future needs for the type of equipment requested. This is a budgeted item and we respectfully request your approval.

I will be more than glad to explain or answer any other questions you may have.

7F

RETAIL STRATEGIES CONTRACT RENEWAL

CONSULTING SERVICES:

- Research – Update market analysis, trade area and analysis of current market trends.
- In-Market Real Estate Analysis – Analyze existing shopping centers and retail corridors, reach out to local relators, catalogue priority properties for development or re-development based on highest and best use
- Retail Recruitment – Contact minimum of 30 retailers, restaurants, brokers and developers and represent the City at all ICSC conferences.
- Web Platform – Design and develop a web-based platform to house and maximize exposure of the Cookeville market.
- Updates – Updates posted on ‘Basecamp’ within 3 days of request for information regarding our market.



Cookeville, Tennessee

Annual Progress Report & Scope of Work Update

2019-2020

Prospecting & Scope of Work Highlights

Local Outreach

- Local broker and property owner outreach.**
 - In the last year we have been in communication with property owners and brokers regarding more than 40 sites in the market to collect information and offer marketing assistance.
- Site specific demographic reports and custom marketing material have been provided to local brokers and property owners to aid in the marketing of their property.**
 - Mobile Tracking Study completed for Jackson Plaza
 - Custom Marketing Flyer for Cookeville Commons
 - Demographic Report provided to Cookeville Commons owner
 - Custom Marketing Flyer for City-owned Fairgrounds Site
- Our team visited Cookeville in July 2019 to re-tour the market, provide a comprehensive update, and meet with local brokers.**

Research & Marketing Materials

- Custom marketing materials updated to reflect 2019 data**
 - Retail Strategies City Site
- Conducted several site-specific data requests on behalf of Cookeville.**
 - Retailer Void Report for Cookeville Commons
- Retail Industry Trend Reports posted to Basecamp**
- Access to webinars focusing on the latest trends with regards to retail and real estate**

Retail Recruitment Progress

- Identified and contacted more than 70 national and regional retailers that are in expansion mode and looking for markets like Cookeville.**
- Retail Strategies' recruitment success:**
 - Ross, Ulta, Five Below, T Mobile, AT&T, Shoe Carnival, Academy Sports, Chicken Salad Chick, Chipotle, Five Guys, Panda Express, Panera Bread, Popeye's, Publix, McAlister's,
 - These retailer openings represent an increase of \$76,755,000 in annual sales, 478 new jobs, and \$767,750 annually in increased sales tax collections for the City of Cookeville!

*Numbers based on national retailer averages.

<p>Retail Recruitment Progress (Continued)</p>	<p><input checked="" type="checkbox"/> Retailers currently working on or reviewing sites in Cookeville:</p> <ul style="list-style-type: none"> • National Coffee Concept (Second Location) • National Southwestern Fast Casual Restaurant • National Full Service Restaurant • National Soft Goods Retailer • National Furniture Retailer • National Farm Supply Retailer
<p>2019 Conferences Representation</p>	
<p>Carolina Conference & Deal Making March 2019</p>	<p>Carolina Conference and Deal Making is a two-day regional meeting with around 1,600 attendees.</p> <p><u>Conference Highlights:</u></p> <ul style="list-style-type: none"> ▪ Our team had 43 meetings total meetings, including 28 retailers.
<p>Multi-Unit Franchising Conference April 2019</p>	<p>The MUFC is a conference designed to educate franchisees in growth creation, new technologies, and new franchise concepts. With over 1,500 attendees, Retail Strategies is there to find new opportunities for local investors and recruit national brands and franchisees to your community.</p> <p><u>Conference Highlights:</u></p> <ul style="list-style-type: none"> ▪ Our team met with representatives of over 65 brands.
<p>RECon- The Global Retail Real Estate Convention May 2019</p>	<p>The annual ICSC RECon is the largest gathering of real estate professionals in the world. Each year Retail Strategies secures a booth to conduct hundreds of meetings with retailers, developers and brokers on behalf of our clients.</p> <p><u>Conference Highlights:</u></p> <ul style="list-style-type: none"> ▪ Our team had over 40 meetings with retailers, developers, and brokers. ▪ Our entire company had over 320 meetings.
<p>ICSC Southeast Conference and Deal Making October 2019</p>	<p>Held annually, the Southeast Conference brings together the commercial real estate contingent that focuses on the region. The 2019 conference had nearly 3,000 attendees with 62 retailers exhibiting.</p> <p><u>Conference Highlights:</u></p> <ul style="list-style-type: none"> ▪ Our team had over 45 meetings with retailers, developers, and brokers. ▪ Our entire company had more than 140 meetings.
<p>Other conferences attended by RS</p>	<ul style="list-style-type: none"> ▪ Chicago Deal Making, ICSC Red River States, Western Conference & Deal Making, New York ICSC, and Multiple Retail Live conferences across the country.
<p>Upcoming 2020 Conferences</p>	<p>Retail Strategies will be representing Cookeville at the following 2020 conferences:</p> <ul style="list-style-type: none"> ▪ ICSC Carolinas Conference and Deal Making- Charlotte, NC ▪ Multi-Unit Franchising Conference – Las Vegas, NV ▪ RECON - Las Vegas, NV ▪ Tennessee/Kentucky Idea Exchange – Louisville, KY ▪ Southeast Conference and Deal Making - Atlanta, GA <p>The Coronavirus outbreak has caused ICSC to postpone conferences until August 30, 2020. We expect these conferences will be rescheduled for later in the year and plan to attend.</p> <p>Despite cancellations, we are continuing outreach by phone and email.</p>

Year 6

Plans for 2020-2021

- Schedule portfolio reviews of the Cookeville market with retailers, brokers, and developers in lieu of in-person meetings until ICSC conferences resume.**
- All research will be updated and on-demand reporting available**
- Continue recruiting efforts to prospective retailers and restaurants that reflect the goals of city leadership.**
 - Focus on Apparel.
 - Expand focus area to N. Willow between W 12th and Jackson Plaza
- Monitor existing space and work with property owners to develop plans for any space coming available or new developments in the works**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") the City of Cookeville and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this the ____ day of _____, 2020 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the "Services"):
 - A. **Research.** The Consultant will identify the Client's retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
 - B. **In-Market Real Estate Analysis.** The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
 - C. **Retail Recruitment.** The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant's client web portal known as "Basecamp." One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
 - D. **Updates.** The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. **CONSULTING FEE.**

A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$25,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
July 1, 2020 – December 31, 2020	Upon execution of this agreement	\$12,500
January 1, 2021 – June 30, 2021	January 1, 2021	\$12,500

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

C. **Web Platform Service Fees.** Consultant will update demographic information annually during the Term of this Agreement. Modifications, corrections, and/or additions to the Client's Web Platform (As described in Section 4 Below) within the first thirty (30) days of delivery to Client are included within the Consulting Fee as set forth above. Should the Client request Web Platform changes, modifications, or corrections after the designated thirty (30) day Consultant will bill an hourly rate not to exceed One Hundred and no Dollars (\$100) per hour for time spent ("Web Platform Service Fee"). Request for Web Platform service must be made to the Consultant in writing. Consultant will use good faith effort to complete such requests within ten (10) days of receiving written request from client. Upon completion of performing Web Platform service the Consultant shall submit invoices to the Client supported by information in such detail as may be required by the Client and shall be sufficient to substantiate that the Consultant has performed the services.

4. **CLIENT INFORMATION AND ACCESS.**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Economic Development Coordinator (the "Client Representative"), currently Melinda Keifer, The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Cookeville
45 East Broad Street
Cookeville, TN 38501
Email: mkeifer@cookeville-tn.gov
Attention: Melinda Keifer

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage,

development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the

validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT:
City of Cookeville, TN

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date

7G



RODDERS & JETS SUPPLY CO.

% ACCTS. REC. DEPT.

PO BOX 2577 SUMTER, SC 29151

1-800-293-2012 F 803-773-3666

roddersandjetsco@aol.com

Number: 7720-CC

Date: 7/7/2020

Bill To:

CITY OF COOKVILLE, TN
% ACCTS. PAY. DEPT.
PO BOX 998
COOKVILLE, TN, 38503

Ship To:

DWAYNE ALLEN
CITY OF COOKVILLE, TN
% FLEET / PARTS DEPT.
1115 EAST SPRING ST.
COOKVILLE, TN, 38501

PO Number	Terms	FOB	Ship Date	Via	Order Date
OPEN	NET 30	FACTORY	OPEN	TRUCK	OPEN

Item #	#Or	# B/O	Description	#Ship	Unit State	Cnty	Amount
24960F918	1	0	D85-20HD MYERS HYDROSTATIC DRIVE WATER PUMP (UP TO 85 GPM WITH CORRECT ENGINE RPM'S)	1.00	\$15,990.00		\$15,990.00
			ESTIMATED TRUCK FREIGHT	1.00	\$250.00		\$250.00
IN STOCK FOR IMMEDIATE DELIVERY (2-4 DAYS)							

SubTotal	\$16,240.00
State Tax 0.00% on \$0.00	\$0.00
City Tax 0.00% on \$0.00	\$0.00
Total	\$16,240.00

Select Backpack & Handheld Sprayer. Currently Experiencing Delays Due to COVID-19



SPRAYER DEPOT

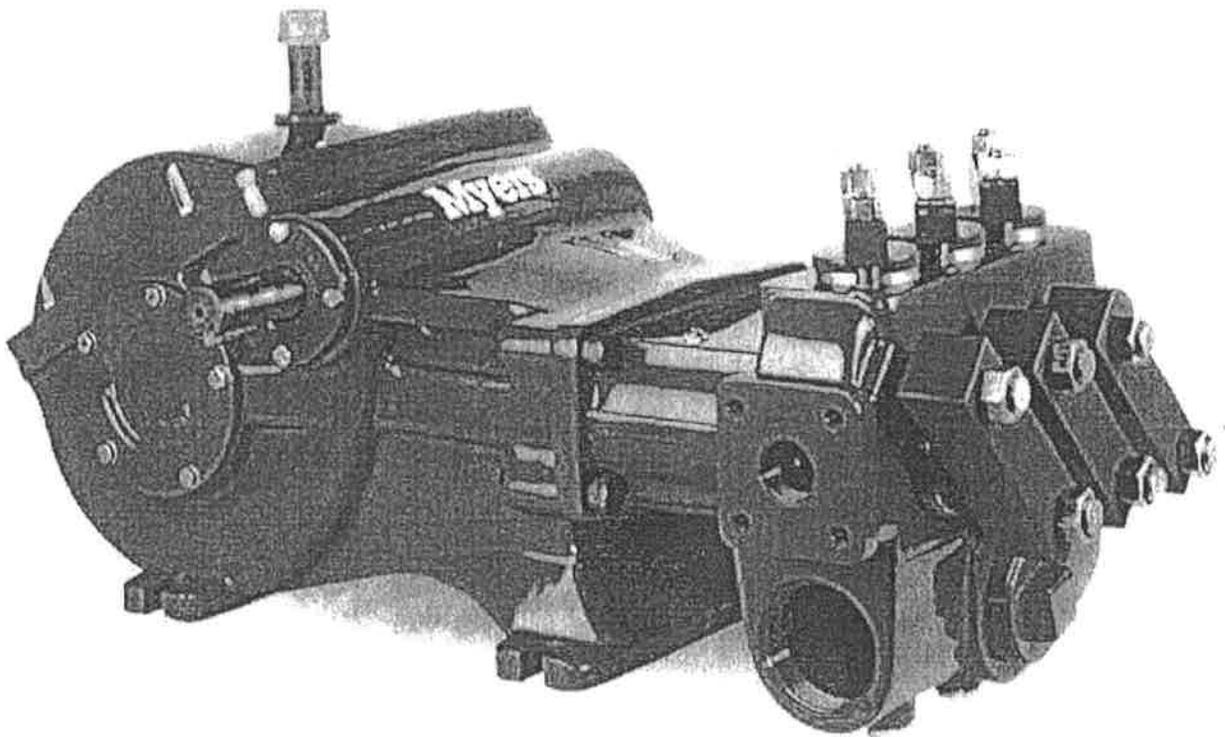
SHOP PRODUCTS

SHOP BY BRAND

RESOURCES

CONTACT US

Find the spray equipment



Myers D65-20 High Pressure Reciprocating Piston Pump

7H

CITY OF COOKEVILLE
 BID TABULATION RECORD
N. CEDAR CITYSCAPE DRAINAGE STRUCTURES

DEPARTMENT Public Works DATE OF BID OPENING: JULY 7, 2020
 BIDS OPENED BY: Blake Mayo TIME OF BID OPENING: 10:00 AM
 OPENING WITNESSED BY: Greg Brown

BIDDERS	TOTAL BID
FORTLINE WATERWORKS	\$16,190.35
VANHOSECO PRECAST	\$19,024.00

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM FORTLINE WATERWORKS

BE AWARDED FOR THE FOLLOWING REASON: LOWEST BID MEETING SPECS

Greg Brown RECOMMENDED: DEPT. DIRECTOR
Frank Daniel BUDGET AVAILABILITY: FINANCE DIRECTOR

James Mills APPROVAL: CITY MANAGER

CID Vehicles

- Request to purchase a (3) Pre-owned vehicles
- Purchased from Ford of Cookeville
 - 2017 Ford Fusion - \$15,675.37
 - 2017 Ford Fusion - \$17,649.56
 - 2017 Ford Escape - \$16,675.07
- Total purchase price = \$50,000.00
- Budgeted Item- Drug fund

MEMORANDUM

TO: City Manager
City Council

FROM: Ronnie J. Kelly, Director *RJK*

DATE: June 25, 2020

SUBJ: Change Order #1 – Adjustment to bid items and added line repair

John T. Hall Construction is currently under contract for sewer line repair/replacement improvements on the Willow Avenue Cured-in-Place Pipe Project. This project was bid with estimated quantities. After the initial TV work was completed by the contractor and reviewed by our staff, it was determined that additional lines/laterals needed to be repaired. The additional repairs, per bid items, will add \$30,633.18 to the contract.

We also have discovered a section of sewer line that is defective and needs to be replaced. The defect was discovered while trying to locate a connection for the new Hotel, located at the intersection of S. Willow and I-40. The sewer line at this location is 18-feet deep, located in a parking lot, and adjacent to an electric pole. Our crews are not set up to repair a line of this depth. We have negotiated a change order with the Willow Ave. contractor in the amount of \$62,000 to perform the needed repairs.

The total cost of Change Order No. 1 is \$92,633.18. This will increase the contracted amount to \$568,608.18.

It is my recommendation that the City Council authorize the City Manager to sign Change Order No. 1 to the Willow Ave. Cured-in-Place Project.

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

CHANGE ORDER

DATE: July 9, 2020

ORDER NO. #1- FINAL ADJUSTMENT

AGREEMENT DATE: JANUARY 24, 2020

NAME OF PROJECT: 2020 Willow Ave. Cured-in-Place Pipe Project

OWNER: CITY OF COOKEVILLE

CONTRACTOR: John T. Hall Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add a point repair to the sewer line at 1075 S. Willow Ave (Hardees Restaurant) for a negotiated price of \$62,000 including making a new tap for the new Holiday Inn and all restoration work.

Justification: This sewer line was discovered to be broken down outside of the manhole as the City was preparing to make a sewer tap for the Holiday Inn. The sewer line is 18' deep and located near a parking lot light pole and a City of Cookeville Electric pole. As such the Department of Water Quality Control does not have the equipment to safely do this point repair. It is adjacent to the sewer work that John T. Hall Construction is doing in Willow Ave so this change order was negotiated. Part of the digging will be in the parking lot and the present sewer line is partially backfilled with gravel which is anticipated to flow/fall into the excavation pit. With the depth, having to remove and reinstall the parking lot light, and the restoration work to the yard/landscaping and pavement, this price is agreeable. Work is anticipated to be done the last week of July.

Additionally, some line items were overrun on the original contract work due to finding a more than anticipated amount of deteriorating laterals. The overrun cost is a total of \$ 30,633.18. The final quantities are shown on the final pay application. MP

Change to Contract Price: \$ 92,633.18 MP

Original Contract Price: \$ 475,975.00 MP

The new Contract Price including this Change Order will be:

\$ 568,608.18

Change to Contract Time:

The Contract Time will be (increased)~~(decreased)~~ by 37 days.

The date for completion of all work will be August 7, 2020.

(Date)

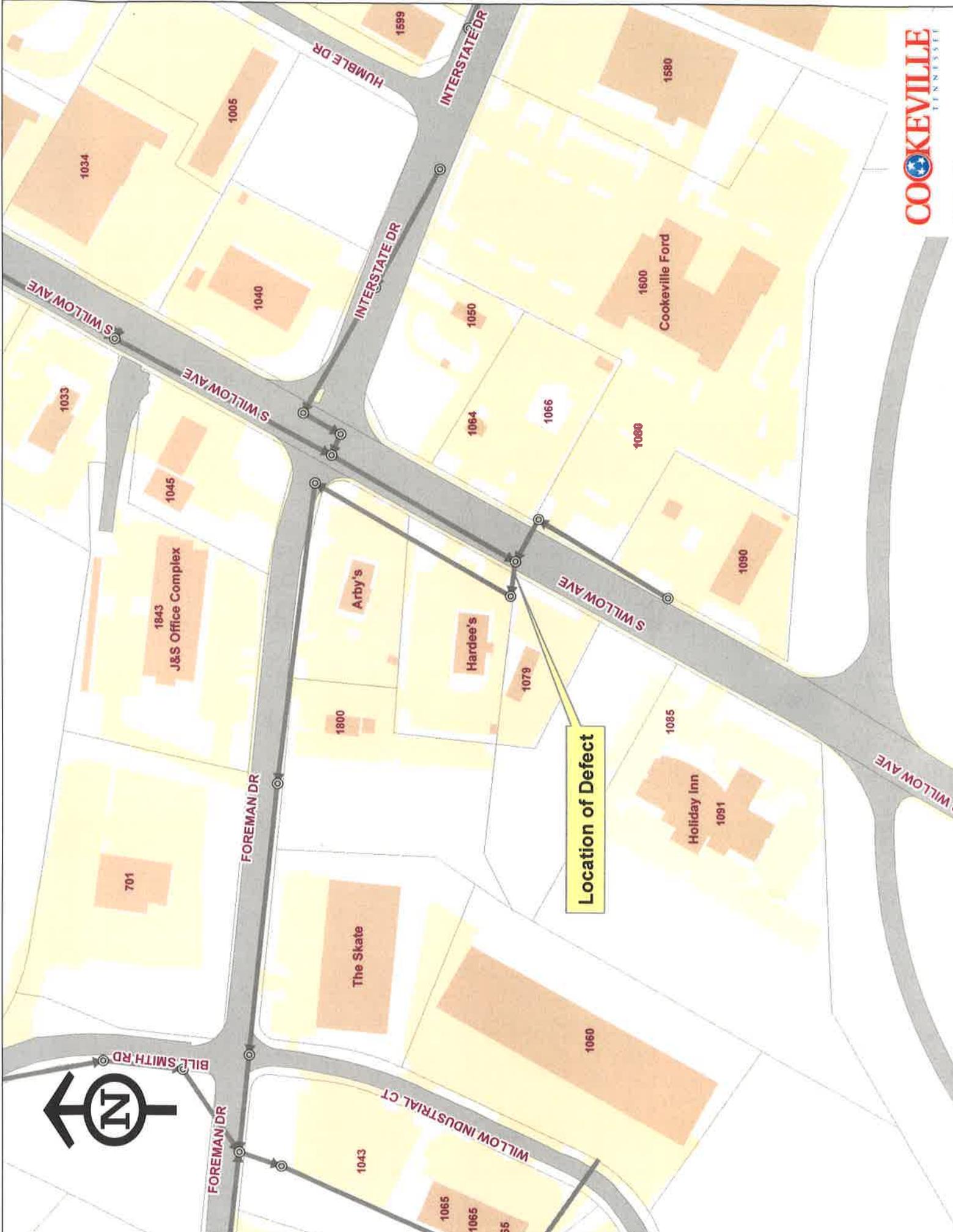
REQUESTED BY: Barry Turner

RECOMMENDED BY: Barry Turner

APPROVALS REQUIRED: 
ENGINEER


CONTRACTOR

CITY MANAGER



Location of Defect



7K



July 15, 2020

Major Scott Winfree
Cookeville Police Department

Re: Cookeville Police Department
Additional Services Proposal: 3rd Floor Build-Out
ADG Project No. 933-1.21

Major Winfree:

The ADG/AEI team is pleased to provide the City with this additional services proposal for the requested 3rd Floor Build-Out of the new CPD Headquarters. We have received proposals from our subconsultants and are prepared to initiate this effort upon the City's approval and direction.

The costs associated with the development of the required construction plans and specifications, to update the building permit, and to oversee the construction administration of this additional work is noted as follows:

Architecture & Interior Design	\$12,400.00
MEP/FP Engineering	\$ 9,500.00 + 10% = \$10,450.00
Structural Engineering	<u>\$ 3,750.00 + 10% = \$ 4,125.00</u>

Total Professional Fee: \$26,975.00

Our approach to accomplishing this work as timely as possible is to update the computer model of the facility and to then provide this data to the MEP/FP and Structural Engineers to update their disciplines information which would then be provided to the City's General Contractor for their pricing efforts. While the Architecture and Interiors updates can occur within a week, the engineers have indicated that they will need up to an additional 10 days to complete their portion of this work.

I have requested that the MEP/FP Engineers provide us with a descriptive narrative of what their system updates will entail, but this will also require the CPD team to provide input into the anticipated future use of the 3,900 SF of new space, so they can marry

their systems selections appropriately to try to mitigate any future reconfiguration of the MEP/FP systems as a cost savings measure.

Major Winfree, we are available to discuss this proposal at your convenience. Thank you.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IAN A. REEVES', with a horizontal line extending to the right.

Ian A. Reeves, AIA
President