

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
SEPTEMBER 3, 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.
 5. OLD BUSINESS:
 - A. Consider approval of minutes of council meeting held on August 20, 2020.
 - B. Hold a public hearing and consider on second and final reading Ordinance #O200814, amending the budget of the General Obligation Debt Service Fund of the City of Cookeville, TN, for the fiscal year ended June 30, 2021. SPONSOR-BRENDA IMEL
 6. CONSENT AGENDA:
 - A. Set a date (10-01-20) for a public hearing on Ordinance #O200916, to amend the Municipal Code of the City of Cookeville by inserting in Title 15, entitled "Motor Vehicles, Traffic and Parking", a new Chapter 9 entitled "Residential Parking Districts".
 - B. Set a date (10-01-20) for a public hearing on Ordinance #O200917, rezoning a portion of property located at 1940 East Spring Street from CG (General Commercial) to QM (Quarry & Mining).
 - C. Consider awarding bid for cable - Electric Department.
 - D. Consider approval to purchase 350 sanitation carts (sole-source provider) - Public Works Department.
 7. NEW BUSINESS - PUBLIC HEARINGS AND ACTION ITEMS:
 - A. Consider authorizing the City Manager to execute Permanent Drainage Easement Agreement with Tennessee Baptist Mission Board. SPONSOR-JAMES MILLS
 - B. Consider approval to purchase an additional shade structure for the Heart of the City Playground utilizing the Sourcewell Purchasing Cooperative - Leisure Services Department. SPONSOR-RICK WOODS
 - C. Consider approval to purchase Microsoft Office 365 software - Codes Department. SPONSOR-STEVE CORDER
 - D. Consider authorizing the City Manager to enter into contract with the Tennessee Department of Safety and Homeland Security for Highway Safety Grants - Police Department. SPONSOR-RANDY EVANS
 - E. Consider authorizing the City Manager to enter into contract with Eye in the Sky, LLC for security and access control systems for the new Police Department Headquarters - Police Department. SPONSOR-RANDY EVANS
 - F. Consider awarding bid for cleaning services - Electric Department. SPONSOR-CARL HANEY
 - G. Consider authorizing the City Manager to enter into an engineering contract for the Fairgrounds Interceptor Sewer Project - Water Quality Control Department. SPONSOR-RONNIE KELLY
 - H. Consider for approval agreement with UCHRA / SAS to establish a Pilot Program to facilitate access to Social Services to individuals in need in Cookeville. SPONSOR-JAMES MILLS
 - I. Consider on first reading Ordinance #O200815, amending Chapter 6 of Title 16 of the Cookeville Municipal Code. SPONSOR-JAMES MILLS
 8. HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:
 9. MAYOR'S COMMENTS:
 10. ADJOURNMENT
-

5A

**COOKEVILLE CITY COUNCIL
REGULAR MEETING
AUGUST 20, 2020
5:30 P.M.**

The Council of the City of Cookeville met in regular session on Thursday, August 20, 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. Mark Davis, Director of Missions, Stone Association of Southern Baptists 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**

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, 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:

No business.

OLD BUSINESS:

**CONSIDER APPROVAL OF
MINUTES OF COUNCIL
MEETINGS HELD ON
AUGUST 6TH, 2020**

Councilman Womack made a motion to dispense with the reading of the minutes and approve said minutes as submitted. The motion was seconded by Vice-Mayor Wheaton. 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
AUGUST 20, 2020

CONSENT AGENDA:

CONSIDER AWARDING BIDS FOR
UNIFORMS, BADGES, VEST
CARRIER SYSTEM, BODY ARMOR
& EMERGENCY RESPONSE
EQUIPMENT - POLICE
DEPARTMENT

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

EMERGENCY RESPONSE EQUIPMENT

DATE OF BID OPENING: August 4, 2020 at 11:30am
BIDS OPENED BY: Captain Ken Clement, Uniform Services Division
BIDS WITNESSED BY: D. Coons, City Clerk, T. McNeil, Support Tech,
J. Coggins, Truckers Lighthouse
DEPARTMENT: Police

BIDDERS	TRUCKERS LIGHTHOUSE	TO BE PURCHASED	TOTAL
LIGHT BAR PACKAGE	\$1,594.00	0	\$0.00
LIGHT BAR BRACKETS	\$48.00	8	\$384.00
SIREN & CNTRL CNTR	\$455.00	0	\$0.00
SIREN SIREAKER	\$118.00	0	\$0.00
SIREN BRACKET	\$18.00	0	\$0.00
COMPLETE SIREN PACKAGE	\$577.00	8	\$4,616.00
PANTHORN	\$554.00	7	\$3,878.00
CONSOLE	\$272.00	8	\$2,176.00
2 CUP HOLDER	\$26.25	8	\$210.00
CORNER LED	\$48.85	32	\$1,583.20
FLUSH BUMPER	\$327.00	6	\$2,562.00
GUN RACK	\$238.00	0	\$0.00
TRANSPORT BEAT WISBELTS	\$883.00	7	\$6,181.00
HORN LIGHTS	\$81.00	23	\$1,863.00
INTERSECTOR LIGHTS	\$123.00	18	\$1,995.00

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM TRUCKERS LIGHTHOUSE, BOLE BIDDER, STATE CONTRACT

BE AWARDED FOR THE FOLLOWING REASON: *lowest bid meeting specifications*
RECOMMENDED DEPARTMENT HEAD: *Ronald Coons*
APPROVAL CITY MANAGER: *James Mills*
BUDGET AVAILABILITY FINANCE DIRECTOR: *Brunna Arnold*

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

BODY ARMOR

DATE OF BID OPENING: August 4, 2020 at 11:30am
BIDS OPENED BY: Captain Ken Clement, Uniform Services Division
BIDS WITNESSED BY: D. Coons, City Clerk, T. McNeil, Support Tech,
J. Coggins, Truckers Lighthouse
DEPARTMENT: Police

BIDDERS	CMS	SUMMIT	GALLS	KONOVAL	MMB	NAFECO
Level II w/hood carriers	BLUNVAL Qty 1: \$2000.00 2: \$640	POINT BLANK \$520.00	POINT BLANK \$258.50	MIDWEST SPECTER \$649.30	BAG TACTICAL \$508.03 + \$700 fitting fee	POINT BLANK \$725.00
Level IIIA w/hood carriers	BLUNVAL Qty 1: \$2800.00 2: \$715	\$617.00	\$874.00	\$747.45	\$409.88 + \$100 fitting fee	no bid

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM SUMMIT

BE AWARDED FOR THE FOLLOWING REASON: *lowest bid meeting specifications*
RECOMMENDED DEPARTMENT HEAD: *Ronald Coons*
APPROVAL CITY MANAGER: *James Mills*
BUDGET AVAILABILITY FINANCE DIRECTOR: *Brunna Arnold*

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

VEST CARRIER SYSTEM

DATE OF BID OPENING: August 4, 2020 at 11:30am
BIDS OPENED BY: Captain Ken Clement, Uniform Services Division
BIDS WITNESSED BY: D. Coons, City Clerk, T. McNeil, Support Tech,
J. Coggins, Truckers Lighthouse
DEPARTMENT: Police

BIDDERS	Class A			Class B			Suspension System
	Shirt S/S MW	Shirt L/S MW	Carrier MW	Shirt S/S MW	Shirt L/S MW	Carrier MW	
SUMMIT	\$31.00	\$34.00	\$81.00	\$38.50	\$42.00	\$84.75	\$38.00
CMS	\$34.00	\$37.15	\$78.28	\$42.72	\$47.50	\$85.50	\$33.16

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM SUMMIT

BE AWARDED FOR THE FOLLOWING REASON: *lowest bid meeting specifications*
RECOMMENDED DEPARTMENT HEAD: *Ronald Coons*
APPROVAL CITY MANAGER: *James Mills*
BUDGET AVAILABILITY FINANCE DIRECTOR: *Brunna Arnold*

**COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020**

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

UNIFORMS

DATE OF BID OPENING: August 4, 2020 at 11:30am
 BIDS OPENED BY: Captain Ken Clement, Uniform Services Division
 BIDS WITNESSED BY: D. Coens, City Clerk; T. McNeil, Support Tech;
 J. Coggins, Truckers Lighthouse
 DEPARTMENT: Police

BIDDERS	Class A				Class B				Splewet Jacket	Splewet Reversible Ltr	Rain Coat	Hi Vis Armor Center
	Shirt 815 M/W	Shirt L/S M/W	4 pocket	Trooper 6 pocket	Shirt 815 M/W	Shirt L/S M/W	Trooper M/W	FLYING CROSS				
SUMMIT	\$39,805.00	\$42,809.00	\$33.75	\$43.00	\$41,805.00	\$44,809.00	\$43,009.00	\$38.00	\$105.00	\$152.00	\$82.00	\$81.00
	\$37.00	\$39.00	n/a	\$42.00	\$44,809.00	\$41,805.00	\$43,009.00	\$38.00				
CMS	\$43.13	\$45,809.00	\$38.00	\$47.18	\$41.00	\$43.00	\$41.45	\$140.82	\$148.58	\$114.76	\$81.00	\$81.00
	\$43.33	\$43.13	n/a	\$47.58	\$38.50	\$38.75	\$38.83					
NAFECO	\$60.50	\$63.41	n/a	\$48,105.79	\$60.22	\$60.22	\$48.28	\$175.22	\$185.25	\$131.33	n/a	n/a

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM SUMMIT AND CMS
 BE AWARDED FOR THE FOLLOWING REASON: lowest bid meeting specifications
 RECOMMENDED: DEPARTMENT HEAD [Signature] BUDGET AVAILABILITY: FINANCE DIRECTOR [Signature]
 APPROVAL: CITY MANAGER [Signature]

Respectfully request approval of both Messer and Flying Cross Uniforms to allow officer a choice as not all uniforms fit the same.

CITY OF COOKEVILLE
BID TABULATION SCHEDULE

BADGES

DATE OF BID OPENING: August 4, 2020 at 11:30am
 BIDS OPENED BY: Captain Ken Clement, Uniform Services Division
 BIDS WITNESSED BY: D. Coens, City Clerk; T. McNeil, Support Tech;
 J. Coggins, Truckers Lighthouse
 DEPARTMENT: Police

BIDDERS	Hat, Offer	Hat, rank	Shirt, Offer	Shirt, rank	Coat, Offer	Coat, rank
	SUMMIT	\$65.00	\$75.00	\$52.00	\$52.00	\$51.00
CMS	\$78.00	\$78.00	\$93.82	\$93.82	\$78.45	\$76.45

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM SUMMIT
 BE AWARDED FOR THE FOLLOWING REASON: lowest bid meeting specifications
 RECOMMENDED: DEPARTMENT HEAD [Signature] BUDGET AVAILABILITY: FINANCE DIRECTOR [Signature]
 APPROVAL: CITY MANAGER [Signature]

**CONSIDER AWARDED BIDS FOR
ANNUAL AND SEMI-ANNUAL
MATERIALS, TIRE RECAPPING AND
STRIPING/PAVEMENT MARKING
SERVICES - PUBLIC WORKS
DEPARTMENT**

CITY OF COOKEVILLE
BID TABULATION RECORD
ANNUAL AND SEMI-ANNUAL CONTRACTS

DEPARTMENT: Public Works DATE OF BID OPENING: August 11, 2020
 BIDS OPENED BY: Greg Brown TIME OF BID OPENING: 10:30 AM
 OPENING WITNESSED BY: Blaze Mays

BIDDERS	BID ITEM
BUILDERS SUPPLY COMPANY	CONCRETE MIX
SOUTHERN PIPE & SUPPLY	METAL PIPE
ROGERS GROUP INC.	PAVING / MILLING AND ASPHALT
SOUTHERN PIPE & SUPPLY	PLASTIC PIPE
MAGGART TIRE CO.	RECAPPING TIRE SERVICE
ROGERS GROUP INC.	ROCK
MARKING IMPRESSIONS	STRIPING / PAVEMENT MARKING

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM THE COMPANIES LISTED ABOVE
 SEE ATTACHED DETAILED BID SHEETS
 BE AWARDED FOR THE FOLLOWING REASON: LOWEST EVALUATED BID
 RECOMMENDED: DEPT. DIRECTOR [Signature] BUDGET AVAILABILITY: FINANCE DIRECTOR [Signature]
 APPROVAL: CITY MANAGER [Signature]

**COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020**

STRIPING MARKING IMPRESSIONS

DESCRIPTION	UNIT	UNDER 1500	OVER 1500
2" STOP BAR	\$12.00		
TURN ARROW	\$100.00		
STRAIGHT ARROW	\$150.00		
CORN. ARROW	\$200.00		
4" CROSSWALK	\$1.50		
CORN. CROSSWALK	\$12.00		
RR CROSSING	\$400.00		
SCHOOL CROSS	\$400.00		
CHIT. Y.	\$200.00		
STOP AHEAD	\$400.00		
WELD	\$200.00		
4" DOTTED LINE	\$1.00		
6" DOTTED LINE	\$1.00		
12" CHNL.	\$7.00		

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" LINE PLASTIC - LM	\$ 2,800.00	\$ 2,800.00	\$2,800.00
4" STOP PLASTIC - LM	\$ 3,500.00	\$ 3,500.00	\$3,500.00
4" WHITE THERMO-40 W/LS	\$ 1,700.00	\$ 1,700.00	\$1,700.00
4" WHITE THERMO-40 W/LS	\$ 1,700.00	\$ 1,700.00	\$1,700.00

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" PAINTED LINE	\$100.00	\$100.00	\$100.00
6" PAINTED LINE	\$100.00	\$100.00	\$100.00

ADDITIONAL FEES:
MOBILIZATION: \$100 PER TRIP

STRIPING HIGHWAY MARKINGS

DESCRIPTION	UNIT	UNDER 1500	OVER 1500
2" STOP BAR	\$11.25		\$11.00
TURN ARROW	\$110.00		\$100.00
STRAIGHT ARROW	\$160.00		\$150.00
CORN. ARROW	\$210.00		\$200.00
4" CROSSWALK	\$1.75		\$1.75
CORN. CROSSWALK	\$14.00		\$13.75
RR CROSSING	\$420.00		\$400.00
SCHOOL CROSS	\$420.00		\$400.00
CHIT. Y.	\$210.00		\$200.00
STOP AHEAD	\$420.00		\$400.00
WELD	\$210.00		\$200.00
4" DOTTED LINE	\$1.40		\$1.40
6" DOTTED LINE	\$1.40		\$1.40
12" CHNL.	\$1.00		\$1.00

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" LINE PLASTIC - LM	\$ 2,200.00	\$ 2,200.00	\$2,200.00
4" STOP PLASTIC - LM	\$ 2,750.00	\$ 2,750.00	\$2,750.00
4" WHITE THERMO-40 W/LS	\$ 1,300.00	\$ 1,300.00	\$1,300.00
4" WHITE THERMO-40 W/LS	\$ 1,300.00	\$ 1,300.00	\$1,300.00

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" PAINTED LINE	\$100.00	\$100.00	\$100.00
6" PAINTED LINE	\$100.00	\$100.00	\$100.00

ADDITIONAL FEES:
\$400 MOBILIZATION FEE IF WORK IS UNDER 11500 PER TRIP

STRIPING VOLUNTEER HIGHWAY

DESCRIPTION	UNIT	UNDER 1500	OVER 1500
2" STOP BAR	\$20.00		\$12.00
TURN ARROW	\$175.00		\$100.00
STRAIGHT ARROW	\$275.00		\$150.00
CORN. ARROW	\$350.00		\$200.00
4" CROSSWALK	\$20.00		\$12.00
CORN. CROSSWALK	\$25.00		\$10.00
RR CROSSING	\$100.00		\$400.00
SCHOOL CROSS	\$100.00		\$400.00
CHIT. Y.	\$100.00		\$100.00
STOP AHEAD	\$100.00		\$100.00
WELD	\$100.00		\$100.00
4" DOTTED LINE	\$3.00		\$2.00
6" DOTTED LINE	\$3.00		\$2.00
12" CHNL.	\$10.00		\$4.00

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" LINE PLASTIC - LM	\$ 4,000.00	\$ 4,000.00	\$4,000.00
4" STOP PLASTIC - LM	\$ 5,000.00	\$ 5,000.00	\$5,000.00
4" WHITE THERMO-40 W/LS	\$ 2,000.00	\$ 2,000.00	\$2,000.00
4" WHITE THERMO-40 W/LS	\$ 2,000.00	\$ 2,000.00	\$2,000.00

DESCRIPTION	2-1/2" W/LS	3-1/2" W/LS	4-1/2" W/LS
4" PAINTED LINE	\$100.00	\$100.00	\$100.00
6" PAINTED LINE	\$100.00	\$100.00	\$100.00

ADDITIONAL FEES:
\$500 MOBILIZATION FEE IF WORK IS UNDER \$1000 PER TRIP

ROCK ROGERS GROUP	PER TON
CRUSHER IRON - CLASS A	\$9.25
SIZE #4 STONE	\$14.00
2-INCH ROCK	\$14.00
CLEAN STONE RIPRAP	\$14.00
PUG MIX - CLASS A	\$9.75
SHOT ROCK - 3 FT MAX SIZE	\$9.50
DELIVERY COSTS WITHIN CITY LIMITS	\$1.50

VULCAN MATERIALS	PER TON
CRUSHER IRON - CLASS A	\$10.00
SIZE #4 STONE	\$15.00
2-INCH ROCK	\$15.00
CLEAN STONE RIPRAP	\$15.00
PUG MIX - CLASS A	\$10.00
SHOT ROCK - 3 FT MAX SIZE	\$10.00
DELIVERY COSTS WITHIN CITY LIMITS	\$4.00

ASPHALT AND PAVING ROGERS GROUP	PRICE PER TON
D GRADE - IN PLACE	\$110.00
E GRADE - IN PLACE	\$94.00
A GRADE - IN PLACE	\$86.00
B-W/O'S - IN PLACE	\$88.00
4 1/2" E GRADE - PICKED UP	\$94.00
B-M2 - IN PLACE	\$110.00
D GRADE (POT-72) IN PLACE	\$134.00
C GRADE - POT-72	\$135.00
COLD MIX - PICKED UP	NO BID

MILLING	UNIT
MOBILIZATION AND SET UP	\$2,500.00
1" DEPTH	\$2.45 SY
1 1/2" DEPTH	\$3.45 SY
2" DEPTH	\$4.45 SY

METAL PIPE SOUTHERN PIPE	16 GA	14 GA	12 GA	FORTLINE	16 GA	14 GA	12 GA
12"	\$8.10	\$11.10		12"	\$8.30	\$11.25	
10"	\$7.20	\$10.00		10"	\$7.40	\$10.34	
8"	\$6.45	\$9.00		8"	\$6.55	\$9.34	
6"	\$5.70	\$8.00	\$50.35	6"	\$5.80	\$8.00	\$33.30
4"	\$5.00	\$7.20	\$37.77	4"	\$5.10	\$7.00	\$41.45
3"	\$4.50	\$6.60	\$34.19	3"	\$4.60	\$6.40	\$40.50
2"	\$4.00	\$6.00	\$30.62	2"	\$4.10	\$5.80	\$37.70
1 1/2"	\$3.50	\$5.50	\$27.05	1 1/2"	\$3.60	\$5.30	\$34.85
1"	\$3.00	\$5.00	\$23.48	1"	\$3.10	\$4.80	\$32.00
3/4"	\$2.50	\$4.50	\$19.91	3/4"	\$2.60	\$4.30	\$29.15
1/2"	\$2.00	\$4.00	\$16.34	1/2"	\$2.10	\$3.80	\$26.30
1/4"	\$1.50	\$3.50	\$12.77	1/4"	\$1.60	\$3.30	\$23.45
1/8"	\$1.00	\$3.00	\$9.20	1/8"	\$1.10	\$2.80	\$20.60

PIPE (ON LAST) PIPE SOUTHERN PIPE	DELIVERY	PICK UP	FORTLINE	DEL.	PICK UP WOULD BE IN SMYRNA
12"	\$5.05	\$5.05	12"	\$5.05	
10"	\$4.54	\$4.54	10"	\$4.54	
8"	\$4.03	\$4.03	8"	\$4.03	
6"	\$3.52	\$3.52	6"	\$3.52	
4"	\$3.01	\$3.01	4"	\$3.01	
3"	\$2.50	\$2.50	3"	\$2.50	
2"	\$2.00	\$2.00	2"	\$2.00	
1 1/2"	\$1.50	\$1.50	1 1/2"	\$1.50	
1"	\$1.00	\$1.00	1"	\$1.00	
3/4"	\$0.50	\$0.50	3/4"	\$0.50	
1/2"	\$0.00	\$0.00	1/2"	\$0.00	
1/4"	\$0.00	\$0.00	1/4"	\$0.00	
1/8"	\$0.00	\$0.00	1/8"	\$0.00	

\$1 \$60.00 delivery fee

RECAPPING TIRE SERVICE	UNIT	PRICE
STANDARD TIRE CO		\$127.00

CONCRETE MIX	W/OUT BULKHEAD SUPPLY	W/10" FIBER W/10" W/10" CRPS
\$104.00	\$109.00	\$109.00
\$100 DELIVERY IF LESS THAN 4 YARDS		

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, to approve the consent agenda item(s) 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 ON FIRST READING ORDINANCE #O20-08-14, AMENDING THE BUDGET OF THE GENERAL OBLIGATION DEBT SERVICE FUND OF THE CITY OF COOKEVILLE, TN, FOR THE FISCAL YEAR ENDED JUNE 30, 2021

COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020

ORDINANCE

AN ORDINANCE AMENDING THE
BUDGET OF THE GENERAL OBLIGATION
DEBT SERVICE FUND OF THE CITY OF
COOKEVILLE, TENNESSEE, FOR THE FISCAL
YEAR ENDED JUNE 30, 2021

ORDINANCE NUMBER: 020-08-14
REQUESTED BY: FINANCE DIRECTOR
PREPARED BY: FINANCE DIRECTOR
APPROVED AS TO FORM & CORRECTNESS:

(CITY ATTORNEY)
PASSED 1ST READING: _____
PASSED 2ND READING: _____
MINUTE BOOK: _____ PAGE: _____

THE COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE, HEREBY ORDAINS:

SECTION I: That the budget for the General Obligation Debt Service Fund be amended as follow

GENERAL OBLIGATION DEBT SERVICE FUND

INCREASE EXPENDITURES:

49100-617 Principal - BAB Bonds, 2010	2,720,000.00
49200-617 Interest - BAB Bonds, 2010	(121,582.00)
49300-637 Principal - TMBF note, 10/18/2007	542,000.00
49300-638 Principal - TMBF note, 12/29/2006	617,000.00
49400-637 Interest - TMBF note	(20,000.00)
49400-638 Interest - TMBF note	(20,000.00)
49500-586 Administrative Expense	(7,500.00)

Total Increase in Expenditures - General Obligation Debt Service Fund \$ 3,709,918.00

Net Decrease in General Obligation Debt Service Balance \$ (3,709,918.00)

Ricky Shelton, Mayor

ATTEST:

Darien Coone, City Clerk

Councilman Womack made a motion, seconded by Councilman Miller, to approve on first reading Ordinance #O20-08-14. 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 ON FIRST READING
ORDINANCE #O20-08-15,
AMENDING TITLE 16, CHAPTER 6,
OF THE COOKEVILLE MUNICIPAL
CODE TO INSERT A NEW SECTION
16-601 ENTITLED "OBSTRUCTING
PUBLIC STREETS, ALLEYS, AND
SIDEWALKS PROHIBITED"**

COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020

ORDINANCE

AN ORDINANCE OF THE COUNCIL
OF THE CITY OF COOKEVILLE,
TENNESSEE, AMENDING TITLE 16,
CHAPTER 6, OF THE COOKEVILLE
MUNICIPAL CODE TO INSERT A
NEW SECTION 16-601 ENTITLED
"OBSTRUCTING PUBLIC STREETS,
ALLEYS, AND SIDEWALKS
PROHIBITED."

ORDINANCE NO.: O20-08-15
REQUESTED BY: CITY COUNCIL
PREPARED BY: CITY MANAGER
APPROVED AS TO FORM AND
CORRECTNESS:

(City Attorney)
PASSED FIRST READING: _____
PASSED 2ND READING: _____
MINUTE BOOK _____ PAGE _____

THE COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE HEREBY ORDAINS:

Section I. That Chapter 6 of Title 16 of the City of Cookeville Municipal Code is hereby amended by deleting Section 16-601 in its entirety and by inserting a new Section 16-601 to read as follows:

16-601. Obstructing public streets, alleys, and sidewalks prohibited.

- (1) Except as permitted by other portions of this Code, no person shall obstruct, use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk for the purpose of:
- (a) Storing or exhibiting any goods, merchandise or other materials.
 - (b) Selling or attempting to sell any goods, merchandise or other materials, or any service.
- (2) No person shall obstruct, stand on or otherwise occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk for the purpose of soliciting or accepting donations of money or any other item from the occupant of any vehicle.
- (3) No person shall, by means of a sign or other device of any kind, use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk, to attempt to alert the driver or any occupant of a motor vehicle that is on a street to any commercial activity.
- (4) Nothing in this section shall be construed to apply to:
- (a) Licensees, lessees, franchisees, permittees, employees or contractors of the city, county or state authorized to engage in inspection, construction, repair or maintenance or in making traffic or engineering surveys.
 - (b) Any of the following persons while engaged in the performance of their respective occupations: firefighting and rescue personnel, law enforcement personnel, emergency medical services personnel, health care workers or providers, military personnel, civil preparedness personnel, emergency management personnel, solid waste or recycling personnel, public works personnel or public utilities personnel.
 - (c) Use of public streets, alleys, sidewalks or other portions of the public right-of-way in areas which have been closed to vehicular traffic for festivals or other events or activities permitted by the city.

ORDINANCE NO. O20-08-15

- (5) Nothing in this section or in any other part of this Code shall be construed as prohibiting the sale or distribution of newspapers, magazines, periodicals, handbills, flyers or similar materials, except that:
- (a) Such activity shall be prohibited on any portion of any street within the city.
 - (b) Such materials shall not be handed to the occupant of any motor vehicle that is on a street, nor shall any action be taken which is intended or reasonably calculated to cause the vehicle occupant to hand anything to the person selling or distributing the materials.
 - (6) Upon application approved by the City, the City may designate one or more intersections to be permitted for fundraising for 501(c)(3) organizations for a limited time.
 - (7) The penalty for violating this ordinance shall be up to a \$50.00 fine for each violation.
 - (8) If any provision of this ordinance is held to be invalid or unenforceable for any reason, the remaining provisions remain in full force and effect.

Section II. That this ordinance shall take effect 14 days after from and after its final passage, the public welfare requiring it.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

Mayor Shelton made a motion to approve on first reading Ordinance #O20-08-15.

The motion failed due to the lack of a second.

**COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020**

**CONSIDER APPROVAL TO
PURCHASE SHADE
STRUCTURES FOR THE HEART
OF THE CITY PLAYGROUND
UTILIZING THE SOURCEWELL
PURCHASING COOPERATIVE
- LEISURE SERVICES
DEPARTMENT**

**Shade Structures for Heart of the City
Playground**

- Recent plan identified a need and desire for more shade at the playground in Dogwood Park
- Playground safety standards dictate where we can place support posts for shade
- Recreational Concepts assisted with design of 10 X 10 cantilevered shade structures to cover benches on the west side of the playground
- Request the purchase of three single post, 10 X 10 canopy shade structures through Sourcewell contract in the amount of \$10,923.70.
- Delivery is anticipated in three to four weeks

Vice-Mayor Wheaton made a motion, seconded by Councilman Womack, to approve purchasing shade structures for the Heart of the City Playground utilizing the Sourcewell Purchasing Cooperative - Leisure Services 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 A BRUSH TRUCK
UTILIZING THE SOURCEWELL
PURCHASING COOPERATIVE
- PUBLIC WORKS DEPARTMENT**

COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020

STRINGFELLOW
2710 Locust Street Nashville, TN 37207
606-832-4464 615-228-6606

Quote
Quote Expires 08/10/2020

Page: 1
Quote # 0153
Thru date: 08/10/20
Status: 35

Bid by: CITY OF COOKEVILLE
PUBLIC WORKS & SANITATION
118 EAST SPRING STREET
COOKEVILLE, TN 38501

Bid to: CITY OF COOKEVILLE
PUBLIC WORKS & SANITATION
118 EAST SPRING STREET
COOKEVILLE, TN 38501USA

♦♦ TRUCK BODIES | REFUSE EQUIPMENT | STREET SWEEPERS | SEWER CLEANERS | PARTS & SERVICE ♦♦

Customer #:	COO01E	Ship date:	08/10/2020	Ship-to vendor:	PU	Balance:	35
Customer PO#:		Location:	MAN	Terms:	NET 30		
Quantity	Item #	Description	Price	Setting unit	Ext. price		
1	W047251	KUICKLEBODY (DUMP & BODY)	152,372.00	EACH	152,372.00		
1.00	W047251	Work Order Notes	0.00		0.00		
<p>2021 Freightliner M2 106 Conventional Chassis Single-Axle Extended Working Coverage for Fleets (2) Year, 100,000 miles and 15,000 hours (whichever occurs first) for 6x Single & Single Electrical (includes standard 32 Amp/100) Terminal and Operation</p>							
1.00	W047251	Work Order Notes	0.00		0.00		
<p>LOAOSB & BODY SIF-294 10' Main Body with 6' Tip Room and 4' Roll Hydraulic Dump Chassis 18' Body Length 24' Gross Wheel Capacity Steel Deck Single Outlets 100' Roll PTO Paint: Basecoat/Buffcoat/Undercoat/Primer Front Mounted Winch Midway Turn Roam-Up Ramp One Fuel Valve Oil Cooler Four-Point standard security includes the following: Steel Hydraulic Replacement Pliers - 1 Year Major Structural Component Parts - 3 Year Shock Dams (Shocking Pins and Shockers) Parts Only - 3 Year</p>							

Notes VIN: GWV

Signature:  Total line items: 3 Subtotal: 152,372.00
Units: 35 Tax: 0.00
Total: 152,372.00

For additional assistance contact William Brock Phone: 631-600-0000 Email: wb@stringfellow.biz

Returns by prior authorization only. 20% Restocking Fee on returned items.
No Returns accepted after 15 Days. All Returns for Electrical Parts
Your Business is Our Commitment!

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, to approve purchasing a brush truck utilizing the Sourcewell Purchasing Cooperative - 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 A ROLL OFF TRUCK
UTILIZING THE SOURCEWELL
PURCHASING COOPERATIVE
- PUBLIC WORKS DEPARTMENT

COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020



Selling Dealer:
Municipal Equipment
6305 Shepherdsville Pkwy
Louisville, KY 40228
Sales Rep Morgan Thomas
931-675-2773
mthomas@meleq.com

Customer Quote

Galbreath U5-OR-174 Cable Hoist Quote for Municipal Equip, Inc
City of Cookeville, TN member #17728
Morgan Thomas Municipal Rep

All Tandem-Axle Cable Ship-Out Hoist Kits Include the Following @standard Features

Hoist Assembly	Heavy Duty Rear Hinge	Ship-Outs in Black Primer
Split LED Bumper	Inside Air Controls	Direct Mount Pump (Rear Period)
Back Up Alarm	Cable End Holder	Lift Cyl Drop Shaft (if Needed)
Painted Ready Rear Apron	Hydraulic Tube Plumbing in Frame	Sealed Wiring Harness
Hoist Maintenance Props	Oil Reservoir w/ 2 Spool Valve Body	Mud Flaps
Hoist Up Alarm with Dash Light	L.E.D. Stop, Turn, Side Marker Lights	Air-Assist ICC Bumper
Operation & Service Manual	Standard 2-Year Hydraulic Warranty	Mount Plates & Mounting Bolts

U5-OR-174 174' CT, Outside Rail, Industry Standard for 18' - 22' containers
80,000# Rated with 8" mainframe and 2" subframe, outboard-
Rear ratchet hold-downs and steel stationary hold downs

OPTIONS:
PTO2 - Hot Shift PTO for automatic transmission
PTO1NST - Installation of Hot Shift PTO

AH1 - Contoured Steel Tandem Axle Fenders
2INFND - Mounting for Tandem Fenders

G023 - 18"x18"x48" Steel Tool Box, opens from the front
T1NST - Install toolbox (for hoist with side mount oil reservoir)

PAGE 2 of 2

900INT - Pioneer RP4500SARFG taper with hydraulic height gantry and adjustable arms
INTINST - Installation and 3 outside control valves integration of taper

TPOP1 - Taper Mounting Platform, 1/2" thick with protective steel valve cover

TCMTG - Installation

NET PRICE on above Wastequip products for Sourcewell Member: \$50,622.00

Non-Contract Item: 2020 Mack Granite GU813 with: \$127,928.00

- BHP 438HP
- Allison 4600 RDS
- 64,000 GVWR

TOTAL PRICE: \$178,550.00

** Painted Glines Black two-part epoxy finish**
** Quoted price excludes any applicable FET, state, province, or local taxes**
** Prices are FOB Winamac, IN**
** Prices are valid for 30 days - Please ask for quote beyond 30 days to re-confirm**

Sourcewell Contract # 041217-WQI

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, to approve purchasing a roll off truck utilizing the Sourcewell Purchasing Cooperative - 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.

**COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020**

**CONSIDER APPROVAL TO RENEW
AND PURCHASE SOFTWARE
SUPPORT AND UPGRADES
- CODES DEPARTMENT**

Microsoft Licenses

- Purchasing from SHI International - Tennessee Microsoft contract vendor
- Windows Server 2019 Datacenter Server & Client Access Licenses (84 cores, 350 users) - \$31,330.00

Dell Compellent SC5020 Support Contract

- Support contract for our SAN (primary storage for our servers) - mission critical hardware
- Provides replacement parts, labor and software updates
- 36 months
- 24x7 4-hour response time
- Dell - \$16,465.99
- Avalon Technologies (original equipment vendor) - \$15,934.84

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, to approve the renewal and purchase of software support and upgrades – Codes 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.

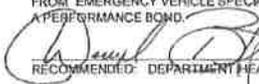
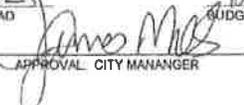
**CONSIDER APPROVAL TO
PURCHASE ONE (1) NEW PIERCE
AERIAL APPARATUS AND ONE (1)
NEW PIERCE RESCUE APPARATUS
UTILIZING THE HGACBUY
COOPERATIVE PURCHASING
PROGRAM - FIRE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
AUGUST 20, 2020**

**CITY OF COOKEVILLE FIRE DEPARTMENT
AERIAL APPARATUS
CONTRACT ID # FS12-17
Date of contract request 08/14/2020**

Vendor	Item		Price
Emergency Vehicle Specialists	2021 PIERCE AERIAL TRUCK	Base Unit Price:	\$ 936,103.00
		Added Options & Equipment:	\$ 236,027.61
		HGAC Order Processing Fee:	\$ 1,000.00
		Total Price of Truck:	\$ 1,173,130.61
		Less Pre-Payment Discount:	\$ (39,697.38)
		Total Net Price to City:	\$ 1,133,433.23
This purchase will be made through the procurement process of the HGACBUY Cooperative program. This contract is available to local government agencies			

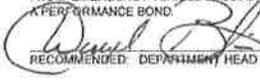
WE THE UNDERSIGNED, DO HEREBY RECOMMEND THE PURCHASE BE AWARDED AS INDICATED ABOVE FROM EMERGENCY VEHICLE SPECIALISTS TAKING THE PRE-PAYMENT DISCOUNT WITH VENDOR PROVIDING A PERFORMANCE BOND.

 RECOMMENDED: DEPARTMENT HEAD
 BUDGET AVAILABILITY: FINANCE DIRECTOR
 APPROVAL: CITY MANAGER

**CITY OF COOKEVILLE FIRE DEPARTMENT
RESCUE PUMPER
CONTRACT ID # FS12-17
Date of contract request 08/14/2020**

Vendor	Item		Price
Emergency Vehicle Specialists	2021 RESCUE PUMPER	Base Unit Price:	\$ 492,768.00
		Added Options & Equipment:	\$ 362,116.32
		HGAC Processing Fee:	\$ 1,000.00
		Total Price of Truck:	\$ 855,884.32
		Less Prepay Discount:	\$ (23,623.05)
		Total Net Price to City:	\$ 832,261.27
This purchase will be made through the procurement process of the HGACBUY cooperative program. This contract is available to local government agencies			

WE THE UNDERSIGNED, DO HEREBY RECOMMEND THE PURCHASE BE AWARDED AS INDICATED ABOVE FROM EMERGENCY VEHICLE SPECIALISTS TAKING THE PRE-PAYMENT DISCOUNT WITH VENDOR PROVIDING A PERFORMANCE BOND.

 RECOMMENDED: DEPARTMENT HEAD
 BUDGET AVAILABILITY: FINANCE DIRECTOR
 APPROVAL: CITY MANAGER

Councilman Womack made a motion, seconded by Vice-Mayor Wheaton, to approve purchasing one (1) New Pierce Aerial Apparatus and one (1) New Pierce Rescue Apparatus utilizing the HGACBuy Cooperative Purchasing Program - Fire 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
AUGUST 20, 2020**

HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:

Water Quality Control Director Ronnie Kelly gave a report on the results of testing completed on the water system.

Councilman Womack expressed that the issues surrounding panhandling required further study and requested that City Manager James Mills speak about the City's efforts to address some of those issues.

City Manager James Mills reported that talks were currently underway with UCHRA to provide, on a trial basis, Social Work services as needed. At the conclusion of talks with UCHRA, Mr. Mills hopes to bring an agreement to the Council for their consideration and approval.

MAYOR'S COMMENTS:

No comments.

There being no further business, Mayor Shelton declared the meeting adjourned at 5:50 p.m.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

5B

ORDINANCE

AN ORDINANCE AMENDING THE
BUDGET OF THE GENERAL OBLIGATION
DEBT SERVICE FUND OF THE CITY OF
COOKEVILLE, TENNESSEE, FOR THE FISCAL
YEAR ENDED JUNE 30, 2021

ORDINANCE NUMBER: O20-08-14
REQUESTED BY: FINANCE DIRECTOR
PREPARED BY: FINANCE DIRECTOR
APPROVED AS TO FORM & CORRECTNESS:

(CITY ATTORNEY)
PASSED 1ST READING: 8-20-20
PASSED 2ND READING: _____
MINUTE BOOK: _____ PAGE: _____

THE COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE, HEREBY ORDAINS:

SECTION I: That the budget for the General Obligation Debt Service Fund be amended as follows:

GENERAL OBLIGATION DEBT SERVICE FUND

INCREASE EXPENDITURES:

49100-617 Principal - BAB Bonds, 2010	2,720,000.00
49200-617 Interest - BAB Bonds, 2010	(121,582.00)
49300-637 Principal - TMBF note, 10/18/2007	542,000.00
49300-638 Principal - TMBF note, 12/29/2008	617,000.00
49400-637 Interest - TMBF note	(20,000.00)
49400-638 Interest - TMBF note	(20,000.00)
49500-586 Administrative Expense	(7,500.00)
Total Increase in Expenditures - General Obligation Debt Service Fund	\$ 3,709,918.00
Net Decrease in General Obligation Debt Service Balance	\$ (3,709,918.00)

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

6A

6B

6C

6D



2710 Locust Street Nashville, TN 37207
 800-832-4404 616-226-4900

Quote
 Quote Expires 9/16/2020

Page: 1

Quote # 6172
 Ticket date: 8/17/20
 Station: 35

Sold to: CITY OF COOKEVILLE
 PUBLIC WORKS & SANITATION
 1115 EAST SPRING STREET
 COOKEVILLE, TN 38501

Ship to: CITY OF COOKEVILLE
 PUBLIC WORKS & SANITATION
 1115 EAST SPRING STREET
 COOKEVILLE, TN 38501USA

◆◆ TRUCK BODIES / REFUSE EQUIPMENT / STREET SWEEPERS / SEWER CLEANERS / PARTS & SERVICE ◆◆

Customer #: COO015
Customer PO#:

Ship date:
Location: DS

Ship-via code: PU
Terms: NET 30

Sta. rep:
 35

	Quantity	Item #	Description	Price	Selling unit	Ext prc
DS	350.00	76596	CART, TOTER, UNIV XHD 96G	52.20	EACH	18,270.00

Notes VIN: GVW:

Body Color - (145) Midnight Gray
 Lid Color - (200) Black
 Body Hot Stamp on Both Sides (Existing) in White
 Lid Hot Stamp Center - Read from Rear (Existing) in White
 Wheel;s - 10in Sunburst
 Lid Insert -0 Read from Streen (Existing)
 Toter Serial Number Hot Stamp on Front of Cart Body in White
 2/3 Assembled with Lid (down), Stop Bar and Axle Factory installed
 Warranty - -12 Yrs Cart Body, All other components 10 Yrs

Total line items: 1
User: 35
Subtotal: 18,270.00
Tax: 0.00
Freight: 1,179.20
Total: 19,449.20

Signature:

For additional assistance contact William Brock Phone: 931-808-9000 Email: bill@stringfellow.biz

Returns by prior authorization only. 20% Restocking Fee on returned items.
 No Returns accepted after 10 days. No Refunds on Electrical Parts
 Your Business is Greatly Appreciated!
 Remit To Address: 2710 Locust Street Nashville, TN 37207

7A

August 13, 2020

James Mills
Cookeville City Manager
45 E Broad Street
Cookeville, TN 38501

Dear James:

As we briefly discussed earlier this week, I need assistance with the protocol to get the City of Cookeville's approval to grant a permanent drainage easement from the Cookeville Regional Medical Center (CRMC) to the Tennessee Baptist Mission Board, a non-profit Corporation.

The total area being requested as a permanent drainage easement is 322.52 square feet or 0.0074 acres.

It's been a pleasure to discuss the easement with Luke Hill, CRMC chief legal counsel. Luke has, as usual, been accommodating and has reviewed the request and has discussed with CRMC CEO Paul Korth. While I believe Luke recommends the easement be granted, only action by the Cookeville City Council can make it happen.

Enclosed are:

1. A Combination Platt for the Tennessee Tech Baptist Collegiate Ministries property prepared by Chris Vick of Vick Surveying, LLC.
2. A Proposed Site Grading & Drainage Plan prepared by Kyle Hazel, PE of Hazel Engineering LLC.
3. A Permanent Draining Easement prepared by Wesley D. Turner of Gullet, Sanford, Robinson & Martin PLLC, with the City of Cookeville as the Grantor.

If additional information is needed, I feel sure that I can provide it for you.

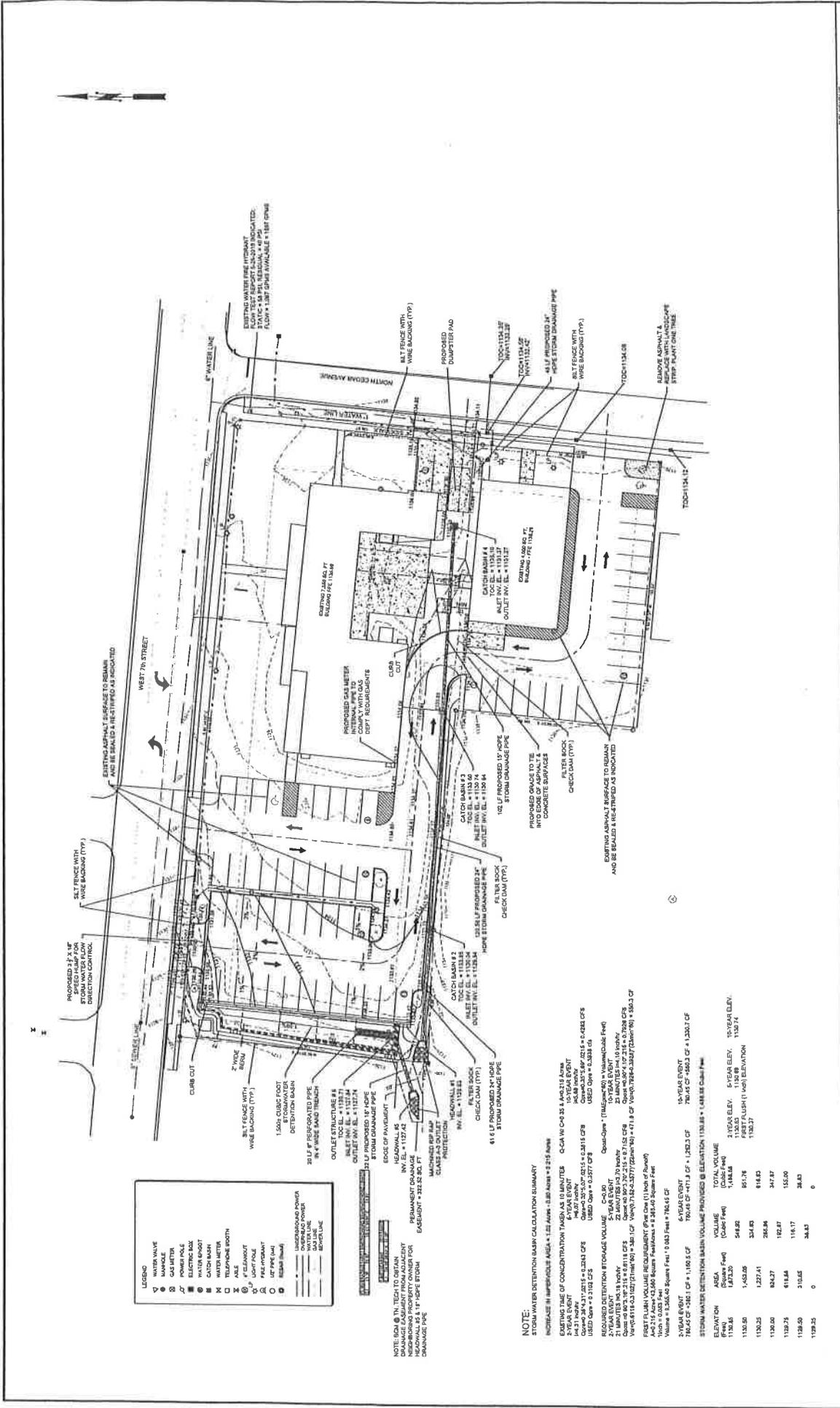
The spirit of cooperation in getting through the approval process is appreciated and one of the many things that makes living in our Community special.

Sincerely,



Nelson Forrester

Board Member Tennessee Tech Baptist Collegiate Ministries



LEGEND

- 1' MANHOLE
- 2' MANHOLE
- 3' GAS METER
- 4' POWER POLE
- 5' BACKFLOW VALVE
- 6' CATCH BASIN
- 7' WATER METER
- 8' TELEPHONE ROOM
- 9' FELLOW
- 10' LIGHT POLE
- 11' FIRE HYDRANT
- 12' FIRE PIPE
- 13' FIRE HYDRANT
- 14' FIRE HYDRANT
- 15' FIRE HYDRANT
- 16' FIRE HYDRANT
- 17' FIRE HYDRANT
- 18' FIRE HYDRANT
- 19' FIRE HYDRANT
- 20' FIRE HYDRANT
- 21' FIRE HYDRANT
- 22' FIRE HYDRANT
- 23' FIRE HYDRANT
- 24' FIRE HYDRANT
- 25' FIRE HYDRANT
- 26' FIRE HYDRANT
- 27' FIRE HYDRANT
- 28' FIRE HYDRANT
- 29' FIRE HYDRANT
- 30' FIRE HYDRANT
- 31' FIRE HYDRANT
- 32' FIRE HYDRANT
- 33' FIRE HYDRANT
- 34' FIRE HYDRANT
- 35' FIRE HYDRANT
- 36' FIRE HYDRANT
- 37' FIRE HYDRANT
- 38' FIRE HYDRANT
- 39' FIRE HYDRANT
- 40' FIRE HYDRANT
- 41' FIRE HYDRANT
- 42' FIRE HYDRANT
- 43' FIRE HYDRANT
- 44' FIRE HYDRANT
- 45' FIRE HYDRANT
- 46' FIRE HYDRANT
- 47' FIRE HYDRANT
- 48' FIRE HYDRANT
- 49' FIRE HYDRANT
- 50' FIRE HYDRANT

NOTE: (1) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

NOTE: (2) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

NOTE: (3) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

NOTE: (4) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

NOTE: (5) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

NOTE: (6) TO BE OBTAIN HEADWALLS FROM ADJACENT DRAINAGE SYSTEM FOR HEADWALLS & 18" TOPS ETC. DRAINAGE PIPE

STORM WATER DETENTION BASIN VOLUME PRODUCTION & ELEVATION

STORM WATER DETENTION BASIN VOLUME PRODUCTION & ELEVATION	15-YEAR EVENT	10-YEAR EVENT	5-YEAR EVENT	10-YEAR ELEV.	10-YEAR ELEV.
AREA	1,130.50	1,130.50	1,130.50	1,130.50	1,130.50
VOLUME	1,130.50	1,130.50	1,130.50	1,130.50	1,130.50
ELEVATION	1130.50	1130.50	1130.50	1130.50	1130.50

STORM WATER DETENTION BASIN VOLUME PRODUCTION & ELEVATION

STORM WATER DETENTION BASIN VOLUME PRODUCTION & ELEVATION	15-YEAR EVENT	10-YEAR EVENT	5-YEAR EVENT	10-YEAR ELEV.	10-YEAR ELEV.
AREA	1,130.50	1,130.50	1,130.50	1,130.50	1,130.50
VOLUME	1,130.50	1,130.50	1,130.50	1,130.50	1,130.50
ELEVATION	1130.50	1130.50	1130.50	1130.50	1130.50

HAZEL ENGINEERING, LLC
 3624 BROOKSTONE DRIVE
 COOKEVILLE, TENNESSEE 38508
 PHONE: 931-650-0060
 E-MAIL: kyle@hazel1122@gmail.com

REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			

PROPOSED SITE GRADING & DRAINAGE PLAN

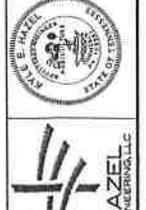
SHEET 4 OF 7

THIS DRAWING IS NOT TO BE COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM HAZEL ENGINEERING, LLC

BAPTIST COLLEGIATE MINISTRY
TENNESSEE TECH UNIVERSITY
SITE PLAN, GRADING & DRAINAGE DESIGN
PUTNAM COUNTY, TENNESSEE

DESIGNED BY: KYLE E. HAZEL, PE
 DRAWN BY: KYLE E. HAZEL, PE
 CHECKED BY: KYLE E. HAZEL, PE
 DATE: JUNE 10, 2019
 SCALE: NONE

ENGINEER'S PROJECT NO.: 711801





September 19, 2019

Mr. Joe Iwanyszyn
Cookeville Regional Medical Center (CRMC)
Director of Facilities
1 Medical Center Blvd.
Cookeville, Tennessee 38501

RE: Drainage Easement Request for
Baptist Collegiate Ministry (BCM)
at Tennessee Technological University
Parking Lot Addition & Traffic Flow Plan
Cookeville, Tennessee

Dear Mr. Iwanyszyn,

I am writing to you on behalf of the Baptist Collegiate Ministry (BCM) at Tennessee Technological University. The BCM wishes to expand their parking lot to increase the number of parking spaces offered to the students attending functions at 106 West 7th Street. In order to comply with the City of Cookeville's stormwater management ordinances, the BCM will be required to construct a detention basin on the western boundary of their property adjacent to a Cookeville Regional Medical Center (CRMC) property known as 140 West 7th Street. The detention basin will collect and treat the first 1 inch or rainfall from the newly added parking lot and discharge the stormwater at an acceptable rate to the drainage channel/ditch located along the southern boundary of each property. The depth required for the outlet structure within the detention basin is below the lowest elevation of the drainage channel/ditch on the BCM property. The drainage channel/ditch only becomes low enough in elevation to receive the stormwater discharge on the CRMC property. Therefore, the Baptist Collegiate Ministry respectfully request that a permanent drainage easement from the Cookeville Regional Medical Center be granted to accommodate approximately 20 linear feet of buried 15-inch stormwater pipe with additional area to include a precast concrete headwall and machined rip rap outlet protection. This area is shown on the attached Proposed Site Grading & Drainage Plan. The total area being requested as the permanent drainage easement is 322.52 square feet or 0.0074 acres.

Sincerely,

A handwritten signature in cursive script that reads "Kyle E. Hazel".

Kyle E. Hazel, PE
President - Hazel Engineering, LLC

Cc: Ben Maddox, Baptist Collegiate Ministry, Campus Minister

January 15, 2020

Mr. Luke Hill
Cookeville Regional Medical Center (CRMC)
Legal Counsel
1 Medical Center Blvd.
Cookeville, TN 38501

RE: Drainage Easement Request for
TN Tech Baptist Collegiate Ministry (BCM)
Parking Lot Addition & Traffic Flow Plan
106 West 7th St.
Cookeville, TN 38501

Dear Mr. Luke Hill:

I am writing on behalf of TN Tech BCM and Tennessee Baptist Mission Board (TBMB). In September 2019, Kyle Hazel and I met with Mr. Joe Iwanyszyn, CRMC Director of Facilities, related to an easement request. At the close of our conversation, Mr. Iwanyszyn concluded the request was reasonable and asked me to present the request to you for consideration and finalization of the easement agreement. I have included the previous correspondence with Mr. Iwanyszyn explaining the request, along with a site plan showing the drainage easement and a permanent drainage easement document. Upon your review of these documents, I look forward to receiving your response to the request. In the meantime, should you have questions, feel free to call me at 601.559.9116 (cell) or bmaddox@tnbaptist.org.

Sincerely,

Ben Maddox
Collegiate Ministry Specialist of TBMB
TN Tech BCM

CC: Joe Iwanyszyn

<p>THIS INSTRUMENT PREPARED BY: Wesley D. Turner GULLETT, SANFORD, ROBINSON & MARTIN, PLLC 150 3rd Avenue South, Suite 1700 Nashville, Tennessee 37201 (615) 244-4994</p>	STATE OF TENNESSEE) COUNTY OF _____) The actual consideration or value, whichever is greater, for this transfer is \$-0-. _____ Affiant Subscribed and sworn to before me, this _____ day of _____, 2020. _____ Notary Public My Commission Expires: _____
---	---

PERMANENT DRAINAGE EASEMENT

FOR VALUE RECEIVED, the undersigned, **CITY OF COOKEVILLE, TENNESSEE**, a municipal corporation ("Grantor"), hereby grants unto **TENNESSEE BAPTIST MISSION BOARD**, a Tennessee non-profit corporation, formerly Executive Board of the Tennessee Baptist Convention ("Grantee"), an exclusive permanent drainage easement over the real property of Grantor in the area depicted as the "Permanent Drainage Easement" described and shown on the drawing, and as described in the legal description, both being attached hereto as Exhibit A, which is incorporated herein by reference (the "Easement Area") together with the right of access for installation of drainage facilities, and maintenance and repair of the drainage easement and facilities thereon.

This easement shall be appurtenant to the property of Grantee more particularly described in Deed Book 234, page 437, Register's Office for Putnam County, Tennessee, plus additional adjacent property thereafter acquired by Grantee, and shall be binding upon the parties thereto, their successors and assigns and shall run with the land.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2020.

GRANTOR:

CITY OF COOKEVILLE, TENNESSEE,
a municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, _____, with whom I am personally acquainted, and who acknowledged that s/he executed the within instrument for the purposes therein contained, and who further acknowledged that s/he is _____ of **CITY OF COOKEVILLE, TENNESSEE** and is authorized by **CITY OF COOKEVILLE, TENNESSEE** to execute this instrument on behalf of **CITY OF COOKEVILLE, TENNESSEE**.

Witness my hand, at office, this ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

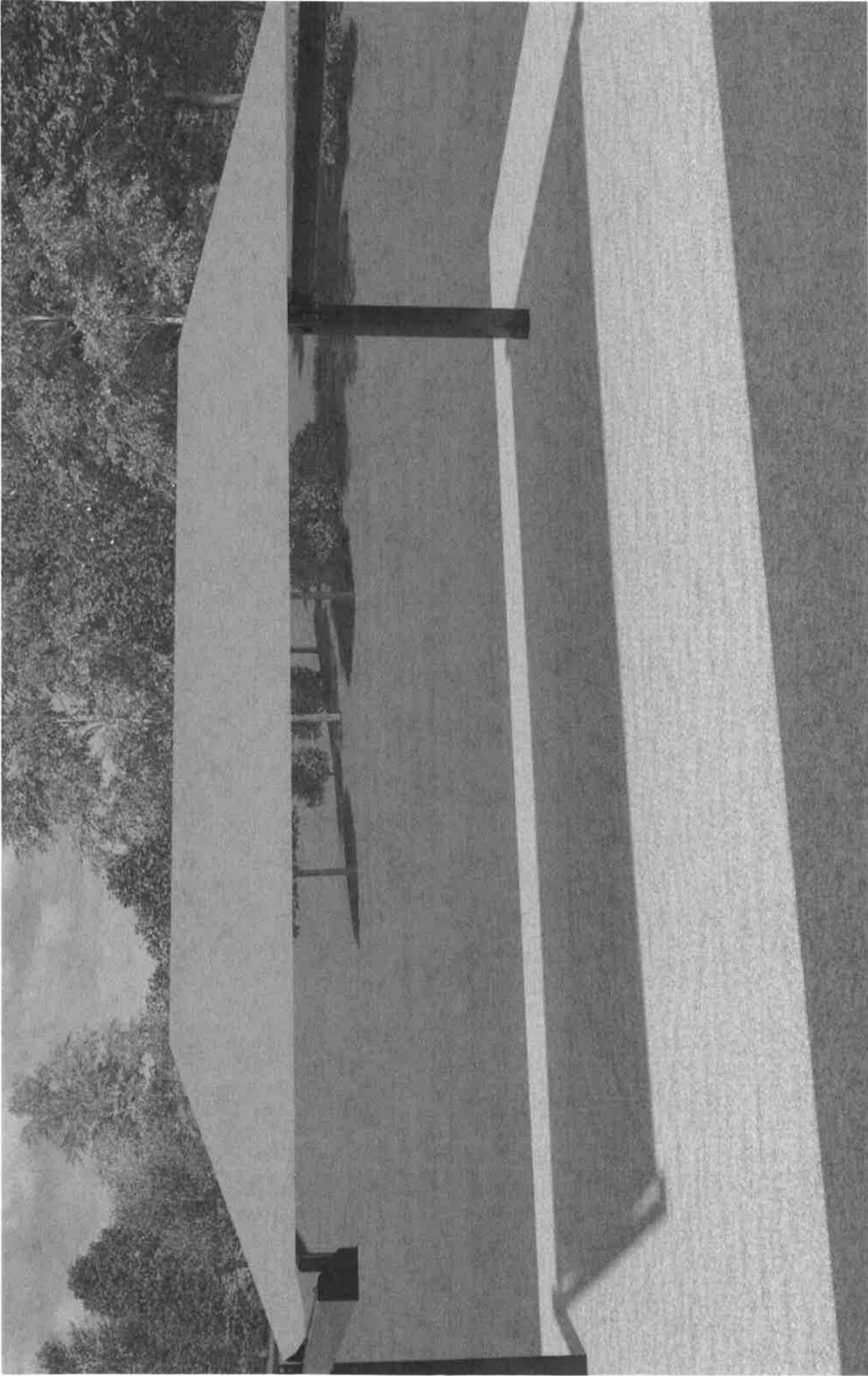
EXHIBIT A

Permanent Drainage Easement

7B

Additional Shade Structure for Heart of the City Playground

- Recent plan identified a need and desire for more shade at the playground in Dogwood Park
- Recently ordered 10 X 10 shade structures to cover three benches 2-5 year old area.
- Recreational Concepts assisted with design of 10 X 16 double post cantilevered shade structures to cover benches in the 5-12 year old play area – near the swings.
- Request the purchase of one, double post 10 X 16 canopy shade structure through Sourcewell contract in the amount of \$7,273.20.
- Delivery is anticipated in three to four weeks



Heart of the City Playground Shade

• 08.25.2020

7C



DEPARTMENT OF CODES AND COMPUTER OPERATIONS

MEMO

To: James Mills, City Manager

From: Jeff Littrell, Director of Codes & Computer Ops *JL*

Date: August 26, 2020

RE: September 3, 2020 Council Meeting

At the next Council Meeting I will be seeking approval to purchase Microsoft Office 365 software for a not to exceed cost of \$50,000. This is in our budget and the costs will split with other departments. This will be purchased on state bid from SHI International.

7D

Grant Contracts

- Tennessee Highway Safety Office
- Grants
 - S.A.D.D. Club \$20,000.00
 - Network Coordinator \$20,000.00
 - Alcohol/DUI \$45,000.00
- Grants Begin October 1, 2020 and ends September 30, 2021

Grant Contracts

- No Match
- Funds:
 - Training
 - Overtime
 - Equipment

7E

New Police Headquarters Facility

- Security/Access control/Network video systems throughout the building
- Vendor – Eye in the Sky, LLC
- Purchased through Metro Nashville contract
- Vendor will coordinate with GC
- Part of our FF&E package
- Purchase amount- \$ 229,133.57

7F

7G

MEMORANDUM

TO: City Council
City Manager

FROM: Ronnie J. Kelly, Director *RJK*

DATE: August 26, 2020

SUBJ: Engineering Contract – Fairgrounds Interceptor Sewer Design

During the next City Council meeting I will be seeking authorization for the City Manager to enter into an engineering contract with Gresham Smith and Partners. The contract will develop detailed design calculations, plans and specifications to construct the Fairgrounds Interceptor Sewer. The project will provide sewer service to the proposed new Putnam County Fairgrounds and position our Department to accommodate anticipated growth in the surrounding area.

A detailed copy of the contract is included in your packet. A not to exceed fee of \$245,752 has been negotiated with Gresham Smith and I would recommend approval. If you have any questions or comments please feel free to give me a call.



August 21, 2020

Mr. Ronnie Kelly
Director
Cookeville Department of Water Quality Control
1860 South Jefferson Street
Cookeville, Tennessee 38506

Subject: **Proposal for Consulting Engineering Services
Fairgrounds Interceptor Sewer
Cookeville Department of Water Quality Control
Cookeville, Tennessee**

Dear Mr. Kelly:

On behalf of Gresham Smith, I would like to thank you for the opportunity to submit the attached proposal (Exhibit A) to provide engineering design, bidding, and construction services necessary to install approximately 6,600 LF of new gravity sewer. This submittal summarizes our proposed scope of services and fee to commence this project for the Cookeville Department of Water Quality Control.

To perform the tasks of this project, we propose a cost not-to-exceed fee for the services described in Exhibit A of **\$240,040**, plus reimbursable expenses of **\$5,712** for a total not-to-exceed compensation of **\$245,752**. A breakdown of the tasks and labor hours associated with this project are included in Exhibit B.

We are confident that this proposal will meet your immediate and future needs to place the Fairgrounds interceptor into operation. Again, thank you for the opportunity to provide you with the attached proposal. Please feel free to contact me if you have any questions.

Sincerely,
Gresham Smith

Craig S. Parker

Craig Parker, P.E.
Senior Vice President

Attachments
Exhibit A
Exhibit B

Genuine Integrity

Exhibit C

Copy: Jeff Nash, Gresham Smith
Carl Munkel, Gresham Smith
John Reidy, Gresham Smith
File 19259.14/0.00



EXHIBIT A

Proposal for Consulting Engineering Services Cookeville Department of Water Quality Control Scope of Work Fairgrounds Interceptor Sewer Design, Bidding, and Construction Administration Services

Gresham Smith (hereinafter referred to as “**Engineer**”) proposes to provide professional consulting services for the Cookeville Department of Water Quality Control (hereinafter referred to as “**Owner**”) to develop design documents to install the Fairgrounds Interceptor (hereinafter referred to as “**Project**”). The objectives of the project are: ***Develop detailed design calculations, plans, and specifications to construct the Fairgrounds Interceptor Sewer. The Project will provide sewer service to the proposed new fairgrounds and position the Owner to accommodate anticipated growth in surrounding areas. The Project will also conform to design guidelines published by the Tennessee Department of Environment and Conservation (TDEC).***

Our understanding of the project as well as our project approach, scope of services, compensation, and schedule for completing the agreed tasks of the project is presented below. The scope of work includes detailed design, bidding, and construction administration.

1. Project Understanding

Based on a system map provided by the **Owner**, the Cookeville wastewater collection system consists of approximately 165 miles of 2-inch to 36-inch sewer pipe and 20 pump stations. The scope of this work is focused on the design and placing into service approximately 6,600 LF of new gravity sewer, approximately half of which is to be 30-inch interceptor.

2. Design Services – Scope of Work

A. Project Management

1. Prepare a written project work plan to assure quality of work and deliverables.
2. Schedule and conduct a Gresham Smith kick-off meeting.
3. Schedule and attend regulatory meetings as required
4. Provide design management services for the project.
 - a. Provide schedule and budget control management.

Genuine Integrity

- b. Prepare and submit monthly invoices and progress reports.
- c. Conduct monthly coordination meetings/conference calls with the Owner.
- d. Coordinate activities with team members and Owner personnel to meet the objectives of the work

B. Interceptor Routing and Site Suitability

1. Perform site visits to determine optimal routing of the new sewer alignment
2. Review GIS data and topography for capture of potential future flows
3. Conduct a drone flyover to develop detailed "lay of land" mapping
4. Identify utility conflicts and environmental concerns
5. Schedule and conduct a meeting reviewing the preliminary sewer alignment with the Owner.
6. Topographic Strip Surveys of the proposed sewer routes for determination of ground contours and the location of utilities and topographic features (Survey to be performed by subconsultant).
7. QA/QC

C. Detailed Design

1. Prepare 60% Design Submittal for Owner's Review and Comments
 - a. Prepare and submit preliminary construction drawings and specifications to the Owner for review. Review comments are assumed to be provided within 7 days of receiving the documents. To meet the project schedule, design work will continue during review and comment resolution.
 - b. Provide 60% Opinion of Probable Construction Cost.
 - c. Schedule and conduct a review meeting with the Owner.
 - d. Perform quality control checks and off-team quality assurance reviews prior to submittal.
2. Prepare 90% Design Submittal for Owner's Review and Comments
 - a. Prepare and submit detailed construction drawings and specifications to the Owner for review. Review comments are assumed to be provided within 7 days of receiving the documents. To meet the project schedule, design work will continue during review and comment resolution.
 - b. Provide 90% Opinion of Probable Construction Cost.
 - c. Schedule and conduct a review meeting with the Owner.
 - d. Perform quality control checks and off-team quality assurance reviews prior to submittal.

D. Permitting and Easements



1. Provide 4 sets of plans and specs to TDEC for review and approval.
2. Submit ARAP / TDOT / TVA Permit Applications for review and approval, if needed
3. Submit NOC / SWPPP to TDEC as required.
4. Provide detailed Easement drawings to the Owner for easement acquisition as required.

E. Complete Bid Documents

1. Include copies of permits as appendices to the contract documents
2. Provide final opinion of probable construction cost
3. Provide final bid drawings and specifications to Owner
4. Schedule and conduct review meeting for final bid documents

3. Bidding and Construction Administration Services

A. Project and Construction Management

1. Provide general project bidding and construction phase services coordination
2. Prepare and submit invoices, prepare and submit status reports, and provide general project management services
3. Schedule and attend regulatory meetings as required
4. Progress documentation and report submittals

B. Bid Phase Services

1. Provide plans distribution and bidders list
2. Schedule and attend pre-bid meeting
3. Answer bidders questions and prepare and release addenda
4. Schedule and attend bid opening
5. Review/Analyze bids and prepare bid tabulation
6. Prepare and provide recommendation of award



C. Construction Administration

1. Schedule and attend the Pre-Construction Conference
2. Provide Construction Administrator and half-time RPR Services to observe and report contractor progress and coordinate Engineer's office staff direction
3. Schedule and attend construction progress meetings and periodic site visits
4. Provide on-call technical assistance to answer contractor's requests for information (RFI)
5. Review shop drawings submittals
6. Provide Record Drawings
7. Generate Punchlist of incomplete construction items
8. Review Contractor's Pay Applications and provide recommendation for approval as appropriate
9. Prepare change order documents
10. Schedule and conduct substantial and final completion inspection
11. Provide closeout documents

4. Meetings

The **Engineer** will conduct three (3) project related meetings during the design phase, two (2) meetings during the bidding phase, and three (3) meetings during the construction phase with the **Owner** during the Project. The meetings will be held at the **Owner's** business location. The purpose of the meetings will be to keep the **Owner** apprised of the Project's progress.

5. Compensation

The **Engineer** proposes to complete the Scope of Services defined in **Sections 2 and 3** for compensation calculated on a "time and materials" basis. Reimbursable expenses and charges will be itemized and invoiced directly with no mark-up. A summary of the proposed fees are included in **Exhibit B**. In the event the **Owner** requests that the **Engineer** provide additional services beyond those included in **Sections 2 and 3**, the **Engineer** will provide a written scope revision and fee proposal. The **Engineer** will provide extra services only after receipt of written authorization from the **Owner**. Refer to **Exhibit B** for a detailed summary of fees.



6. Exceptions

The proposed fee in **Exhibit B** does not include permit or review fees required by TDEC or other governing agencies. These fees will be paid by the Owner. Professional and engineering services not included within this proposal consist of structural design of the sewer pipe and manholes and landscape architecture.

7. Schedule

The **Engineer** proposes to provide the services necessary to complete the work described and all tasks identified in **Section 2** within **180 calendar days** and **Section 3** within **450 calendar days** after receipt of a signed agreement which will be accepted as the official notice to proceed from the **Owner**. The proposed schedule is based on the orderly and continuous progression of the work.

Design Phase	
Notice to Proceed	September 14, 2020
60% Submittal	December 18, 2020
90% Submittal	January 29, 2021
TDEC Review Begins	February 8, 2021
100% Submittal	March 12, 2021
Bidding Phase	
Bid Award	May 3, 2021
Construction Phase	
Substantial Completion	November 8, 2021
Final Completion	December 8, 2021



This signed letter agreement, **Exhibit A – Proposal for Engineering Design Services, Cookeville Department of Water Quality Control, Fairgrounds Interceptor Project, Exhibit B – Fee Summary and Reimbursable Expenses Schedule, Exhibit C – General Terms and Conditions** attached hereto represent the entire understanding between the **Owner** and **Engineer** and may only be modified in writing by both parties. If this proposal is acceptable, please sign and date three copies in the space provided and return two copies to our office.

Accepted,

Cookeville Department of Water Quality Control

Gresham Smith

Printed Name

Craig S. Parker, P.E., ENV SP

Printed Name

Signature

Craig S. Parker

Signature

Title

Senior Vice President

Title

Date

August 21, 2020

Date

**EXHIBIT B
FEE SUMMARY**

Task	Services	Estimated Hours	Estimated Fee
A	DESIGN SERVICES		
1.0	Project Meetings / Project Management	132	\$19,690
2.0	Routing / Site Suitability / Data Review	112	\$16,505
3.0	60% Submittal - Detailed Plans	196	\$29,575
4.0	90% Submittal - Permit Plans	178	\$26,595
5.0	Permitting and Easements	78	\$11,355
6.0	100% Complete Bid Documents	40	\$6,263
	Estimated Design Hours and Fee	736	\$109,983
B	BIDDING SERVICES		
1.0	Plan Distribution and Bidders List	10	\$1,037
2.0	Pre-Bid Meeting	10	\$1,374
3.0	Addenda	12	\$1,671
4.0	Bidders Questions	12	\$1,671
5.0	Bid Opening	6	\$1,000
6.0	Bid Tabulation and Analysis	12	\$1,671
7.0	Bid Approval and Award	10	\$1,257
8.0	Project Management	4	\$592
	Estimated Bidding Services Hours and Fee	76	\$10,274
C	CONSTRUCTION SERVICES		
1.0	Pre-Con Meeting and Contract Doc. Update	12	\$1,858
2.0	CA and ½ Time RPR Services (Assume 6mo)	480	\$53,760
3.0	Monthly Progress Meetings / Site Visits	80	\$11,373
4.0	On Call TA/RFI/Change Orders	32	\$4,782
5.0	Shop Drawing Review	24	\$3,126
6.0	Record Drawings	56	\$8,028
7.0	Punch List	56	\$7,219
8.0	Pay Applications/Pay Sheets/Observation Rpts.	52	\$5,509
9.0	Project Management	28	\$4,128
	Estimated Construction Services Hours and Fee	820	\$99,783
	SUBCONSULTANTS		
1.0	Surveying		\$20,000
	Estimated Subconsultant Fees		\$20,000
	Reimbursable Expenses		\$5,712
	TOTAL ESTIMATED GS LABOR HOURS AND FEE	1,632	\$245,752
ESTIMATED PROJECT SCHEDULE			
Design Phase – 6 months			
Bidding Phase – 2 months			
Construction Phase – 6 months			
TOTAL PROJECTED PROJECT DURATION – 14 months			

EXHIBIT C

GRESHAM SMITH

General Provisions of Architect-Engineer Agreement

See Attached File:

(Microsoft Word - General Provisions.pdf)



EXHIBIT C

General Provisions of Architect-Engineer Agreement

ARTICLE 1. GENERAL

These General Provisions are incorporated as an integral part of the letter-type agreement to which they are attached between Gresham Smith, a Nashville, Tennessee general partnership, herein referred to as GS, and the CLIENT (OWNER) of the Project addressed in such letter-type agreement, wherein the CLIENT engages GS to provide certain architectural and/or engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the GS Proposal Letter which becomes the Letter Agreement upon its written acceptance by the CLIENT. (2) these General Provisions and (3) any attached Exhibits, as if they are part of one and the same document. In event that these provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. Unless the schedule is a requirement of the Agreement, the work shall proceed in a timely manner as determined by GS.

ARTICLE 3. COMPENSATION TO GS

- A. Compensation to GS for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.
1. A Lump Sum method of payment for GS's services shall apply to all parts of a work scope where GS's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to GS within 30 days of date of invoice based on an estimated percentage of completion of GS's services.
 2. An Hourly Rate method of payment for GS's services shall apply to all or parts of a work scope where GS's tasks cannot be readily defined and/or

where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GS shall be paid for the actual hours worked on the Project by GS's technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by GS to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.

- B. In addition to the foregoing, GS shall be reimbursed at cost for the following Expenses when incurred in the performance of the work:
- a) Travel and subsistence.
 - b) Outside professional and technical services and agency fees with cost defined as the amount billed GS plus 10%.
 - c) Identifiable reproduction, reprographic, and delivery costs
- C. The CLIENT shall make monthly payments to GS within 30 days of date of invoice for services provided and expenses incurred to date, accompanied by supporting evidence as required and stated in the Letter Agreement.
- D. The CLIENT will pay the balance stated on all invoices unless CLIENT notifies GS in writing of the particular item that is alleged to be incorrect within 15 days from the date of receipt of the invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition, GS may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GS has been paid in full for amounts then due for services, expenses and charges. ~~The CLIENT additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.~~



EXHIBIT C

General Provisions of Architect-Engineer Agreement

ARTICLE 4. GOVERNMENTAL APPROVAL

GS shall provide services defined herein based on education, training, experience, and judgment as a design professional familiar with the industry. Since GS has no control over government agencies responsible for review and approval of designs, GS cannot and does not guarantee government approval. GS shall not be liable for damages resulting from the actions or inactions of government agencies, and GS shall on act as an advisor in all governmental relations. CLIENT agrees that payment of professional fees is not contingent upon approvals by a governmental body or agency.

ARTICLE 5. EXTRA WORK

If GS is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby Constitutes extra work; they shall promptly notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties prior to proceeding with any extra work or related expenditures. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may be terminated upon 7 days written notice as provided in Article 6.

ARTICLE 6. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GS. In the event of reduction in scope of the Project work, GS shall be paid for the work performed and expenses incurred on the project work thus reduced and for all completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of termination and payment by the CLIENT of amounts due for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement, all documents, finished or unfinished, prepared by GS under this Agreement shall be made available by GS to the

CLIENT and there shall be no further obligation of the CLIENT to GS under this Agreement.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS ANDN OTHER DATA

At the time of completion or termination of the work, GS shall make available to the CLIENT copies of all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GS. ~~In this regard, the CLIENT will indemnify and hold harmless GS from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GS.~~

ARTICLE 8. CLIENT'S RESPONSIBILITIES

- A. To permit GS to perform the services required hereunder, the CLIENT shall provide, in proper time and sequence, the following at no expense to GS.
1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the work.
 2. Designate in writing, one person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define policies with respect to GS's Services.
 3. Furnish, as required for performance of GS's services (except to the extend as provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations; laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data not covered in the Letter agreement or any Exhibits attached hereto.



EXHIBIT C

General Provisions of Architect-Engineer Agreement

4. Provide access to, and make all provisions for GS to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by GS, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of GS.
 7. Give prompt written notice to GS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of GS's services or any defect in the work of Construction Contractor(s), Consultants or GS.
 8. Initiate action, where appropriate, to identify, remove and/or encapsulate asbestos products or materials or other such hazardous materials located in the Project area prior to accomplishment of any work contemplated under the Project.
 9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or GS may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. GS shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If GS finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GS shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GS's experience and qualifications and represents GS's judgment as an experienced and qualified design professional. It is recognized, however, that GS does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of GS's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, GS does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by GS to CLIENT hereunder.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to GS's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.



EXHIBIT C

General Provisions of Architect-Engineer Agreement

CLIENT agrees that if GS is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, (1) GS will not be responsible for, and CLIENT shall indemnify and hold GS (and GS's professional associates and consultants) harmless from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others and (2) the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. Nothing contained in this paragraph shall be construed to release GS (or GS's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which GS has undertaken or assumed under this Agreement

Neither the professional activities of GS, nor the presence of GS or its employees and subconsultants at a construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and health or safety precautions required by regulatory agencies. GS and its personnel have no authority to exercise control over construction contractor or its employees in connection with their work or health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the General Contractor. ~~The CLIENT also agrees that the CLIENT, GS and GS's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.~~

ARTICLE 11. ERRORS AND OMISSIONS

In providing services under this Agreement, GS will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If, after the construction has begun, an error or omission is discovered and the item can still be provided

in the sequence of construction without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original construction documents. If this error or omission is discovered out of sequence with the construction timetable, then GS will pay for the premium cost to have this item corrected or included, with the CLIENT paying for the item's basic cost as if it had been included in the original documents. If the premium cost falls below 2% of the defined construction cost, then the entire premium cost shall be the responsibility of the CLIENT. This premium cost concept for errors and omissions is not applicable if the CLIENT chooses not to employ GS during construction phase services per Article 11 above. ~~To the maximum extent permitted by law, the CLIENT agrees to limit GS's liability for the CLIENT damages to the sum of \$50,000 or GS's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.~~

ARTICLE 12. INSURANCE

GS maintains insurance coverage including Workman's Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission (E&O) Insurance. GS agrees to attempt to maintain Professional (E&O) liability coverage for the period of design and construction of the Project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Certificates of Insurance will be furnished upon request.

ARTICLE 13. DISPUTE RESOLUTION / MEDIATION / LITIGATION

In an effort to resolve conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and GS agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise, in the City of Cookeville.

In the event mediation is not successful, the parties agree that the Chancery Court of Putnam County, Tennessee shall be the exclusive jurisdiction and venue to resolve any disputes that arise as a result of this contract.



EXHIBIT C

General Provisions of Architect-Engineer Agreement

In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

ARTICLE 14. INDENIFICATION

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless GS, its officers, directors, employees and subconsultants (collectively, GS) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by the parties above named for the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by GS.

ARTICLE 15. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom GS performs work hereunder, shall not be assigned, sublet or transferred without the written consent of the CLIENT and GS.

ARTICLE 16. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Tennessee.

Initials: CSP
 Engineer Owner

7H

AGREEMENT

WHEREAS, the City of Cookeville is interested in establishing a pilot program with the Upper Cumberland Human Resource Agency's (UCHRA) Substance Abuse Solutions (SAS) Program to facilitate access to social services to individuals in need located in Cookeville, Tennessee; and,

WHEREAS, UCHRA/SAS currently has a program to assist these individuals throughout the UCHRA territory; and

WHEREAS, the City of Cookeville is interested in developing a pilot program for the City to receive enhanced services from UCHRA/SAS to assist people in need of social services over and above the normal level of such assistance provided by UCHRA/SAS.

NOW, THEREFORE, for in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. There is hereby established a pilot program between the City of Cookeville and UCHRA/SAS for enhanced services for individuals in need of social services located in Cookeville, Tennessee.

2. It is mutually agreed and understood by and between the parties that this is a pilot program whereby the parties will engage in a trial commencing on the 4th day of September, 2020, and ending on the 31st day of January, 2021.

3. The City of Cookeville will pay UCHRA/SAS \$4,166.67 monthly for enhanced services to facilitate access to social services to individuals in need in the City of Cookeville.

4. UCHRA/SAS personnel will provide on-call service to assist the City of Cookeville Police Department and other City personnel in engaging individuals in need of social services in the City of Cookeville to assist them to find housing support, counseling, and medical/mental health care, if needed. UCHRA/SAS personnel will be available on call for the City 24 hours a day, 7 days a week to assist, should the City of Cookeville Police Officers or other personnel in the City of Cookeville need help in dealing with individuals that fit into this category.

5. UCHRA/SAS will use the UCHRA network of resources to get individuals the appropriate help in a reasonably short timeframe based on the following: assessment; intake; face-to-face interactions; housing assistance; rehab assistance; transportation; ID; birth certificate; social security assistance; case management services, and other barriers as identified by interaction between the personnel at UCHRA/SAS, City of Cookeville Police Department, or other officials and the individual to be assisted. It is mutually agreed and understood that by agreeing to provide these services, this will allow police officers to focus on calls that are more directed to law enforcement rather than social service duties. Attached to this agreement is a diagram demonstrating the interaction between the City of Cookeville Police Department and UCHRA/SAS.

6. The City of Cookeville Police Department and UCHRA/SAS agree that UCHRA/SAS will work with the Police Department to:

- a. Define the purpose and goals in the relationship;
- b. Define target population in and specific problems to be addressed;
- c. Define management team to oversee and direct the partnership for define performance measures;
- d. Provide cross-training;
- e. Collect data to evaluate the effectiveness of the program and through the process;

7. UCHRA/SAS will use these funds to fill a full-time position that will allow UCHRA/SAS to be on call 24 hours per day, 7 days per week. UCHRA will respond to the call and establish a "warm handoff" service to help those in need when contacted by the Police Department of the City of Cookeville, or other City employees/officials. "Warm handoff" services aim to get individuals directly into treatment, emergency services, or housing as soon as possible.

8. UCHRA/SAS will submit to the City of Cookeville Police Department, Police Chief Randy Evans, and City Manager James Mills a weekly report setting forth the calls received; the action taken; and the result achieved. These reports will be submitted weekly to the City of Cookeville so that both the City of Cookeville and UCHRA/SAS can evaluate the effectiveness of this enhanced program.

9. This program may be terminated at any time by either party by giving the other party seven (7) days written notice. The seven (7) day written notice to UCHRA will be delivered to Mark Farley, Executive Director of UCHRA. Notice to the City of Cookeville will be delivered to City Manager James Mills.

10. It is mutually agreed and understood this is a pilot program. At the conclusion of this initial period, each party will determine and evaluate whether or not these enhanced services are effective and are workable. It is mutually agreed and understood by between the parties that neither party is obligated to continue this program after its termination.

11. It is further mutually agreed and understood that this program is a “work in progress”, and there will be frequent meetings with personnel from the City of Cookeville and/or City of Cookeville Police Department and UCHRA/SAS and this department to modify and make suggestions to help develop this program in a more effective, efficient, and workable mechanism.

12. UCHRA/SAS will maintain liability insurance to cover its employees and staff. At all times, employees of UCHRA/SAS independent contractors are totally separate from the City of Cookeville. These individuals are not employed by and do not become employees of the City of Cookeville, but remain independent employees of UCHRA.

13. The City of Cookeville with maintain insurance to cover its employees that work in this program.

14. This is the entire agreement between these parties and can only be modified by a writing signed by each party.

IN WITNESS WHEREOF, the parties have executed this Agreement this the

_____ day of _____, 2020.

UCHRA/SAS

By _____
MARK FARLEY, EXECUTIVE DIRECTOR

CITY OF COOKEVILLE, TENNESSEE

By _____
JAMES MILLS, CITY MANAGER

ORDINANCE NUMBER O20-08-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE, AMENDING CHAPTER 6 OF TITLE 16 OF THE COOKEVILLE MUNICIPAL CODE

ORDINANCE NO. O20-08-15
REQUESTED BY: CITY COUNCIL
PREPARED BY: CITY MANAGER
APPROVED AS TO FORM AND CORRECTNESS:

(City Attorney)

PASSED FIRST READING: _____

PASSED 2ND READING: _____

MINUTE BOOK _____ PAGE _____

THE COUNCIL OF THE CITY OF COOKEVILLE, TENNESSEE HEREBY ORDAINS:

Section I. That Chapter 6 of Title 16 of the City of Cookeville Municipal Code is hereby amended by deleting Section 16-601 in its entirety and by inserting a new Section 16-601 to read as follows:

16-601. Obstructing public streets, alleys and sidewalks prohibited.

(1) PURPOSE.

It is a purpose of this Ordinance to protect the health, safety, and welfare of the general public by imposing regulations against all unsafe panhandling and other activities at or near intersections, or on sidewalks, medians and other areas of the public right of way in the City of Cookeville and to impose reasonable time, place and manner restrictions on unsafe panhandling and other activities while respecting the constitutional rights of free speech for all residents.

(2) FINDINGS.

The Council of the City of Cookeville finds as follows:

- (a) That panhandling and other activities on roadway median strips and traffic intersections is unsafe, causes a disturbance, and is disruptive to residents and transit-dependent persons and could cause traffic and life safety issues for motorists as well as pedestrians, and
- (b) That the practice of panhandling for contributions from persons in vehicles in the public roadway from a median strip or near intersections subjects the panhandlers and vehicles to an unacceptable level of danger. Drivers become distracted from their primary duty to watch traffic which results in the delay and obstruction of the public's free flow of travel. These activities further result in the congestion and blockage of streets when such persons approach the vehicles to negotiate with the occupants. The most severe impacts are experienced when money or other items of value are directly and immediately exchanged, hand to hand, in the public right of way as a result of the solicitation. Distracted drivers are more prone to be involved in automobile accidents, and accidents on the public streets constitute a substantial traffic safety problem; and

- (c) That the practice of panhandling and other activities near driveways accessing shopping centers and other retail and business establishments presents an unacceptable level of danger for panhandlers, pedestrians, and vehicles. The location of the panhandler near the driveway interferes with the drivers' vision and ability to safely enter and exit the driveway. Furthermore, drivers become distracted from their duty to watch traffic as they maneuver to avoid a panhandler preventing safe access to the driveway, then causes vehicular congestion and blockage of traffic. As set forth above, distracted drivers are more prone to automobile accidents and the safety risk to the panhandlers increase; and
- (d) That panhandling from people in places where they are a "captive audience", (in which it is impossible or difficult for them to exercise their own rights to decline to listen to or avoid panhandling from others) is abusive, infringes upon the rights of transit-dependent persons and residents to the quiet enjoyment of these public facilities on which these persons necessarily rely, increases the vulnerability to intimidation of such residents since they must have cash out or readily available at such sites, and creates an unacceptable risk to the resident's safety and welfare. Such places include automated teller machines, gas stations, public transportation vehicles, and designated public transportation stops. Restricting panhandling in these places will provide a balance between the rights of panhandlers and the rights of persons who will commonly be carrying cash on their persons and wish to decline or avoid such panhandlers; and
- (e) The restrictions contained herein are neither overbroad nor vague and are narrowly tailored to serve a substantial governmental interest. The goal of this section is to protect the city residents, visitors and panhandlers from traffic safety problems, along with intrusive conduct and personal intimidation that may result from panhandling; and
- (f) Reasonable time, place and manner restrictions on panhandling will avoid these negative effects and will not unreasonably restrict the expressive activity of people engaging in panhandling; and
- (g) That the most dangerous areas where panhandling and sales of merchandise to occupants of vehicles, and other activities is at the intersections of major streets in the City of Cookeville; entrances and exits to and from Interstate 40; entrances and exits to and from Tennessee State Highway 111; entrances and exits to and from shopping centers, including The Shoppes at Eagle Point; The Cookeville Mall; Jackson Plaza; Walmart Shopping Center; and
- (h) The Council of the City of Cookeville also finds that, based on the study done and compiled in the Cookeville Major Street Plan Update (2017) that the prohibitions of this ordinance should apply to the intersections of: (1) All major arterial streets and highways; (2) All major collector streets and highways; (3) All minor arterial streets and highways; (4) All minor collector streets and highways; and (5) All State and Federal highways. The classification of these streets is set forth in the City of Cookeville Classification of Thoroughfares maintained by the Planning Department and available on the City of Cookeville website.

(3) Except as permitted by other portions of this Code, no person shall obstruct, use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk for the purpose of:

- (a) Storing or exhibiting any goods, merchandise or other materials.
- (b) Selling or attempting to sell any goods, merchandise or other materials, or any service.

(4) No person shall obstruct, stand on or otherwise occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk, at the intersections defined in Section 16-601(10) for the purpose of soliciting or accepting donations of money or any other item from the occupant of any vehicle.

(5) No person shall, by means of a sign or other device of any kind, use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk to attempt to alert the driver or any occupant of a motor vehicle that is on a street to any commercial activity.

(6) Nothing in this section shall be construed to apply to:

- (a) Licensees, lessees, franchisees, permittees, employees or contractors of the City, county or state authorized to engage in inspection, construction, repair or maintenance or in making traffic or engineering surveys.
- (b) Any of the following persons while engaged in the performance of their respective occupations: firefighting and rescue personnel, law enforcement personnel, emergency medical services personnel, health care workers or providers, military personnel, civil preparedness personnel, emergency management personnel, solid waste or recycling personnel, public works personnel or public utilities personnel.
- (c) Use of public streets, alleys, sidewalks or other portions of the public right-of-way in areas which have been closed to vehicular traffic for festivals or other events or activities permitted by the City.

(7) Nothing in this section or in any other part of this Code shall be construed as prohibiting the sale or distribution of newspapers, magazines, periodicals, handbills, flyers or similar materials, except that:

- (a) Such activity shall be prohibited on any portion of any street within the City at the intersections defined in Section 16-601(10).
- (b) Such materials shall not be handed to the occupant of any motor vehicle that is on a street, nor shall any action be taken which is intended or reasonably calculated to cause the vehicle occupant to hand anything to the person selling or distributing the materials at the intersections defined in Section 16-601(10).

(8) Upon application approved by the City, the City may designate one or more intersections to be permitted for fundraising for 501(c)(3) organizations for a limited time.

(9) Definitions: For the purpose of this section, unless the context clearly requires a different meaning, the words, terms and phrases shall mean as follows:

- (a) *Automated teller machine* (ATM) means any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit or convenience account.

- (b) *Automated teller machine facility* means the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.
- (c) *Donation* means a gift of money or other item of value and shall also include the purchase of an item for an amount exceeding its value under the circumstances where a reasonable person would understand that the purchase is in substance a gift.

(10)The prohibitions of Sections 4, 6, and 7 of this Code shall apply to the intersections of: (1) All major arterial streets and highways; (2) All major collector streets and highways; (3) All minor arterial streets and highways; (4) All minor collector streets and highways; and (5) All State and Federal highways with any City Street. The classification of these streets is set forth in the City of Cookeville Classification of Thoroughfares maintained by the Planning Department and available on the City of Cookeville website.

(11)The prohibitions of this Code also apply to places where members of the public could be considered a “captive audience”. Such places include automated teller machines, gas stations, public transportation vehicles, designated public transportation stops, and drive up/walk up food service windows.

(12) Nothing in this Code shall prohibit busking on streets or sidewalks that are not defined in Section 16-601(10).

(13) The penalty for violating this Code shall be up a \$10 fine for the first offence; a \$25 fine for the second offence and a \$50 fine for the third and subsequent offences. Court cost shall not be assessed for any violation.

(14) If any provision of this Code is held to be invalid or unenforceable for any reason, the remaining provisions remain in full force and effect.

Section II. That this ordinance shall take effect 14 days after from and after its final passage, the public welfare requiring it.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk