

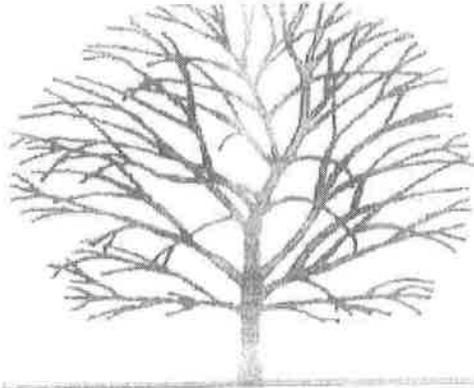
Disclaimer

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
REGULAR MEETING
AGENDA
Thursday, October 1, 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, PRESENTATION OR AWARDS
 - A. Consider appointment to the Cookeville Tree Board. SPONSOR-VICE-MAYOR WHEATON
5. OLD BUSINESS
 - A. Consider approval of minutes of council meeting held on September 17, 2020.
6. CONSENT AGENDA
 - A. Consider awarding bids for inventory items - Water Quality Control Department.
 - B. Consider awarding bids for uniforms - Water Quality Control and Leisure Services Departments.
 - C. Consider awarding bid for sixty (60) 30' aluminum poles - Electric Department.
 - D. Consider awarding bid for one (1) 75 Kva pad transformer - Electric Department.
7. NEW BUSINESS - PUBLIC HEARINGS AND ACTION ITEMS
 - A. Hold a public hearing and consider on first reading Ordinance #O20-09-16, 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". SPONSOR-JON WARD
 - B. Consider approval to purchase two (2) police pursuit vehicles - Police Department. SPONSOR-RANDY EVANS
 - C. Consider approval to purchase one (1) 66' digger derrick truck utilizing the Sourcewell Purchasing Cooperative - Electric Department. SPONSOR-CARL HANEY
 - D. Consider approval of Final Balance Change Order for 2020 Willow Avenue Water Improvement Project - Water Quality Control Department. SPONSOR-RONNIE KELLY
 - E. Consider authorizing the City Manager to enter into Spalls Inspection and Repair Proposal - 10 MG Concrete Water Tank - Water Quality Control Department. SPONSOR-RONNIE KELLY
 - F. Consider awarding bid for 2020 S Jefferson Ave CCTV Project - Water Quality Control Department. SPONSOR-RONNIE KELLY
 - G. Consider awarding bid for 2020 Womack Ave Water Improvement Project - Water Quality Control Department. SPONSOR-RONNIE KELLY
8. CITIZENS REQUEST FOR HEARING BEFORE CITY COUNCIL
9. HEARING FROM OFFICERS, COUNCIL MEMBERS AND CITY MANAGER
 - A. Hear report on \$8,875,000 General Obligation Bonds, Series 2020. SPONSOR-BRENDA IMEL
10. MAYOR'S COMMENTS
11. ADJOURNMENT

4A



COOKEVILLE TREE BOARD

Cookeville Tree Board
City of Cookeville
45 East Broad St.
Cookeville, TN 38503

Cookeville City Council

It is our recommendation to appoint Delayne Miller to the Cookeville Tree Board. He will be replacing Ron Graves position which expired August 2020. We will also welcome any recommendations from the Council for the replacement of Jim Woodford's position which also expired August 2020.

Guy Zimmerman
Chairman, Cookeville Tree Board

5A

**COOKEVILLE CITY COUNCIL
REGULAR MEETING
SEPTEMBER 17, 2020
5:30 P.M.**

The Council of the City of Cookeville met in regular session on Thursday, September 17, 2020, at 5:30 p.m., in the Cookeville Performing Arts Center, 10 East Broad Street. Public access was limited in an effort to follow the social distancing guidelines and recommendations set forth by the Governor's Executive Orders.

CALL TO ORDER AND ROLL CALL

Mayor Shelton 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.

**INVOCATION AND PLEDGE OF
ALLEGIANCE**

Steve Tiebout, Lead Pastor of The River Community Church gave the invocation, and led the audience in the Pledge of Allegiance.

**CONSIDER APPROVAL OF
AGENDA AS PRESENTED**

Vice-Mayor Wheaton made a motion, seconded by Councilman Womack, 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
SEPTEMBER 3, 2020**

**COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020**

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

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

The City Clerk announced that the motion carried.

**HOLD A PUBLIC HEARING AND
CONSIDER ON SECOND AND FINAL
READING ORDINANCE #O20-08-15,
AMENDING CHAPTER 6 OF TITLE 16
OF THE COOKEVILLE MUNICIPAL
CODE**

City Manager Mills, Chief Evans and Capt. Harris spoke on the need to insure public safety and mitigate the risk to pedestrians and motorists on and around the public streets, sidewalks and right-of-way.

Vice-Mayor Wheaton made a motion, seconded by Councilman Walker, to approve on second and final reading Ordinance #O20-08-15.

Mayor Shelton opened the public hearing, 28 citizens shared their thoughts about Ordinance #O20-08-15, for and against.

At the close of the public hearing, a short recess was called. After the recess, Council members shared their individual thoughts on the public hearing and Ordinance #O20-08-15.

Councilman Walker made a motion, seconded by Councilman Miller, to amend the motion to approve on second and final reading Ordinance #O20-08-15, by postponing the motion until the October 15, 2020 meeting. 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

CONSENT AGENDA:

No business.

NEW BUSINESS – PUBLIC HEARINGS AND ACTION ITEMS:

**CONSIDER RESOLUTION #R20-09-18,
ADOPTING AN ELIGIBILITY POLICY
FOR THE CITY HEALTH INSURANCE
PLAN**

COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020

EXHIBIT A

CITY OF COOKEVILLE HEALTH INSURANCE PLAN
ELIGIBILITY POLICY

The City of Cookeville maintains the Health Insurance Plan for the benefit of certain employees.

The City of Cookeville offers minimum essential group medical coverage according to the Affordable Care Act (ACA) guidelines for all eligible full time employees working an average of 130 hours per month, their legal spouses and their legal dependents (up to age 26). Affordability of the offered group medical coverage according to the ACA is based upon the City of Cookeville using the Federal Poverty Level as our safe harbor.

BENEFITS ELIGIBILITY

The following groups are eligible for insurance coverage through the City of Cookeville Health Insurance Plan:

Group 1 – Active Employee

- a) All Regular Full-time Employees, their spouses and their legal dependents as defined by the City of Cookeville Personnel Policies and Procedures Manual.
- b) All current city council members, their spouse and legal dependents
- c) City Judge, his/her spouse and legal dependents
- d) City Attorney, his/her spouse and legal dependents
- e) All Variable Hour Employees, including temporary part time and seasonal employees, if they are determined to be a full-time equivalent employee as defined by the ACA using the ACA look back measurement method.

EXHIBIT A

Group 2 – Retiree and other

- a) Retiree from the City of Cookeville until they reach the age of Medicare eligibility. Retiree must elect the coverage at the time of retirement from the City of Cookeville.
- b) Retiree from the City of Cookeville hired before July 1, 2017 is eligible to continue coverage after they reach the age of Medicare eligibility only with the City's Group Medical Benefits being secondary payer. Retiree must enroll in Medicare, Group A (hospitalization) & B (medical) or a Medicare equivalent plan as primary coverage.
- c) Former city council members, former city judge and former city attorney until they reach the age of Medicare eligibility. They must elect coverage at time of departure from the City of Cookeville.
- d) Former city council members, former city judge and former city attorney elected or appointed before July 1, 2017 are eligible to continue coverage after they reach the age of Medicare eligibility only with the City's Group Medical Benefits being secondary payer. They must enroll in Medicare, Group A (hospitalization) & B (medical) or a Medicare equivalent plan as primary coverage.
- e) A spouse and legal dependents of a retiree, former city council member, former city judge or former city attorney are eligible for coverage as long as the retiree, former city council member, former city judge or former city attorney are eligible. For a spouse to continue coverage after reaching the age of Medicare eligibility, the spouse must enroll in Medicare, Group A (hospitalization) and B (medical) or a Medicare equivalent plan as primary coverage. The City's plan will only provide secondary coverage.
- f) The spouse and legal dependents of a deceased retiree, employee eligible for retirement, former city council member, former city judge or former city attorney, who was covered under the plan at the time of the member's death will be eligible for continued coverage based on deceased member's date of hire and eligibility.

COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020

EXHIBIT A

A. Applicable Definitions

1. "Retiree" means an employee who has met the qualifications to retire as defined by the City's retirement plan with Tennessee Consolidated Retirement System and applies for retirement when leaving employment.
2. "Current City Council member" is a currently elected and serving member of the Cookeville City Council.
3. "Former City Council member" is a city council member that was elected and served actively on the city council for at least 2 consecutive 4 year terms.
4. "City Judge" means the currently appointed and serving City Judge
5. "Former City Judge" means a city judge that was appointed and served actively for at least 4 consecutive 2 year terms.
6. "City Attorney" means the currently appointed and serving City Attorney
7. "Former City Attorney" means a city attorney that was appointed and served actively for at least 4 consecutive 2 year terms.
8. "Group Medical Benefits" means the subsidiary contracts or benefits of the Plan for which this Eligibility Policy applies.
9. "Variable Hour Employee" means an Employee for whom the City of Cookeville cannot determine, at the Employee's hire date, whether the Employee is reasonably expected to work an average of at least one hundred thirty (130) hours per month, and also includes Temporary Part-Time Employees and Seasonal Employees.

The City of Cookeville intends to follow ACA and IRS regulations and any subsequent guidance when administering the Eligibility Policy.

Adopted September 17, 2020 – Resolution R20-09-18

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to adopt Resolution #R20-09-18. 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 AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN
ENGINEERING CONTRACT FOR THE
DESIGN OF WIDENING 10TH STREET
FROM FISK ROAD TO OLD
KENTUCKY ROAD - PUBLIC WORKS
DEPARTMENT**

We have negotiated the following not-to-exceed contract with Clinton Engineering to design the widening of East 10th Street from Fisk Road to Old Kentucky Road. This includes utility relocations and utility improvements.

1) Initial survey and right of way/easement takings ----- \$ 39,000
2) Road and utility design ----- \$175,000

Total Base Scope ----- \$214,000

Survey stakeout for right of way takings ----- \$ 5,000
(additional fee if service requested)

**COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020**

Councilman Miller made a motion, seconded by Vice-Mayor Wheaton, to authorize the City Manager to enter into an Engineering Contract for the design of widening 10th Street from Fisk Road to Old Kentucky Road - Public Works Department as recommended. Upon call for a vote, the following voted aye:

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

The City Clerk announced that the motion carried.

**CONSIDER APPROVAL TO PURCHASE
ONE (1) TRAFFIC SIGNAL BUCKET
TRUCK UTILIZING THE
SOURCEWELL PURCHASING
COOPERATIVE - PUBLIC WORKS
DEPARTMENT**

Versalift 7801 Imperial Drive Waco, Texas 78712-9998 284.399.2100		 A TITAN MANUFACTURING COMPANY	QUOTATION SOURCEWELL N-21773R1
Customer: City of Cookeville Public Works Attn: Greg Brown Email: gbrown@cookeville-tn.gov Phone: 831-420-6247 Address: 118 East Spring Street Cookeville, TN, 38501	Date: 9/9/2020 Model: VST-40-SI VERSALIFT SOURCEWELL CONTRACT #012418-TIM		

Model: VST-40-SI	Description: We are pleased to quote the VERSALIFT VST-40-SI, Incandescent 40 ft. (11.0 m) telescopic aerial platform lift, 45 ft. (12.6 m) working height including the following standard feature items:	Price: \$107,048.00
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STANDARD FEATURES:

- 18,500 GVWR, 84" Ford F550 4X2 chassis with automatic transmission, 6.7L diesel engine, and air conditioning.
- 132" steel service body with standard compartments, treadplate tops and 24" tailshaft.
- Standard platform capacity of 350 lbs. (159 kg) /300 lbs. (136 kg) with liner.
- Standard 52-1/4" pedestal.
- Hydraulic pump.
- A-frame outriggers.
- TriGuard dielectric single stick lever full pressure controls, including safety trigger, emergency stop/dump valve, and tool selector.
- Full pressure turret mounted lower controls with override.
- Engine start/stop from platform and lower controls.
- Continuous rotation including one piece auto ring for start/stop system.
- Six gear (22.7 lpm) open center hydraulic system at 2500 psi (175 kg/cm²).
- Side mounted telescopic upper boom for low stowed platform.
- Manual extending, hydraulically articulating jib pole and winch package for up to 1000 lbs. (454 kg) capacity.
- Fiberglass inner boom and patented ELECTROGUARD provide insulation gap fully retracted meeting ANSI A92.2:2016 requirements for Category C, 45 KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.30 m)
- Insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2.
- ELECTROGUARD and inner boom furnished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set hydraulic tools at platform with pressure limit valve.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gallon (64.4 l) capacity.
- Closed 24 in. X 24 in. X 42 in. (0.61m X 0.61m X 1.07m) fiberglass platform with one outside step (in end hung position)
- Master/Slave hydraulic leveling with upper control to EB for cleanout or rescue.
- Upper boom storage cradle with ratchet type tie down strap, and tubular rubber platform support.
- PTO power source.
- 5lb Fire Extinguisher, reflector kit, and mudflaps
- Hydraulic oil.
- Mounting hardware.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

Model: VST-40-SI VERSALIFT.COM	Page 1 of 2	Date: 09/2020 Quote: N-21773R1
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COOKEVILLE CITY COUNCIL
 MINUTES
 SEPTEMBER 17, 2020

STANDARD SOURCEWELL OPTIONS: Option prices per Sourcewell contract #012418-TIM in addition to above price.

- 24'x30' platform with liner and cover in lieu of the 24'x24' platform with liner and cover \$ 699.00
- Secondary storage system \$ 602.00

OPEN MARKET REQUESTED OPTIONS: Prices shown in addition to above Sourcewell price.

- 2020 Ford F550 4x2 cab and chassis with 18,500 GVWR upgrade package, extra heavy duty front end suspension, 54" CA, limited slip w/4.88 axle ratio, spare tire and wheel, AM/FM/MP3 player with SYNC Communications & Entertainment system, power equipment group, remote keyless entry, high capacity trailer tow package, engine block heater, 322 amp alternator, trailer brake controller, platform running boards, rear view camera, and steering wheel mounted cruise control in lieu of above Ford F550 4x2 chassis \$ 8,943.00
- 132" x 40" x 94" steel line body with master door locks, 30" long tailshell, 5.5" high tailgate, wheel chock storage, outrigger pad storage, ten (10) bed area material hooks, 10" recessed angled 2-section bumper, non-skid paint, grab handles, steps, compartment lighting, curbside access, and painted to match chassis in lieu of 132" steel service body above \$ 7,161.00
- Hydraulic extending and articulating jib pole and winch in lieu of the manual extension pole \$ 951.00
- Full body harness and lanyard, Extra-large \$ 187.00
- Six (6) LED thin amber strobes \$ 750.00
- Pintle hitch and receiver with 6 round plug \$ 584.00
- LED amber strobe at front of SS body with brush guard \$ 278.00
- Six (6) inch vee mounted on rear tailshell \$ 325.00
- Ten (10) lb. fire extinguisher with bracket in lieu of the 5 lb. fire extinguisher \$ 118.00
- First aid kit \$ 28.00
- Dimensions 2400N inverter with GFI plug \$ 2,500.00
- Install OEM back-up camera \$ 325.00

TOTAL PRICE

TOTAL PRICE F.O.B. GRAHAM, NC:	\$127,811.00
DELIVERY FREIGHT TO COOKEVILLE, TN:	\$ 827.00
COMPLETE TOTAL PRICE F.O.B. COOKEVILLE, TN:	\$128,638.00

ADDITIONAL OPEN MARKET REQUESTED OPTION: Price shown in addition to above total price.

- Ford F550 4x4 cab and chassis in lieu of the above Ford F550 4x2, eod: \$4,064.00

TERMS: Net 30 days. MSO sent upon receipt of payment.
SHIPMENT: Approximately 240-270 days after receipt of order or 60 days after receipt of chassis, whichever is later.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,
STAN TOMCHESSON
 Government Contracts Sales Coordinator
 Phone: (254) 399-2167
 Email: StanTomchesson@versalift.com



Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to approve purchasing one (1) traffic signal bucket 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 RESOLUTION #R20-09-17,
 TO ACQUIRE BY DONATION,
 NEGOTIATION OR EMINENT
 DOMAIN IF NECESSARY CERTAIN
 LAND RIGHTS RELATING TO THE
 SOUTH JEFFERSON AVENUE
 WIDENING PROJECT**

COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020

MEMORANDUM

TO: City Council
City Manager

FROM: Ronnie J. Kelly, Director *RJK*

DATE: September 10, 2020

SUBJ: Resolution No. R20-09-17 – Acquire Property S. Jefferson Project

During the next City Council meeting I will be seeking approval of Resolution No. R20-09-17 authorizing the City Manager and City Attorney, if necessary, to proceed with the acquisition of property by donation, negotiations or eminent domain if necessary, including acquisition of property rights in fee simple, permanent easements, right-of-way, and temporary easements as set forth in the attached listing of properties and maps. These acquisitions are in relation to the TDOT S. Jefferson Ave. Widening Project.

I have included a copy of the proposed Resolution. If you have any questions or comments please feel free to give me a call.

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to adopt Resolution #R20-09-17. 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 AUTHORIZING THE
CITY MANAGER TO ENTER INTO
AN ENGINEERING PROPOSAL
FOR THE DOUBLE SPRINGS UD
SEPARATION DESIGN - WATER
QUALITY CONTROL DEPARTMENT**

MEMORANDUM

TO: City Council
City Manager

FROM: Ronnie J. Kelly, Director *RJK*

DATE: September 9, 2020

SUBJ: Engineering Proposal – Double Springs UD Separation Design

During the next City Council meeting I will be seeking authorization for the City Manager to enter into an engineering proposal with Clinton Engineering. The proposal will develop detailed plans to separate the recently acquired Double Springs Utility District service area from the remaining District's water system.

A detailed copy of the proposal is included in your packet. A lump sum fee of \$25,400 plus an alternate design fee of \$1,100, has been negotiated with Clinton Engineering. The total not to exceed amount is \$26,500. I would recommend approval. If you have any questions or comments please feel free to give me a call.

**COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020**

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to authorize the City Manager to enter into an Engineering Proposal for the Double Springs UD Separation Design - Water Quality Control Department as recommended. Upon call for a vote, the following voted aye:

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

The City Clerk announced that the motion carried.

**CONSIDER REJECTING ALL BIDS
RECEIVED FOR WATER METERS
- WATER QUALITY CONTROL
DEPARTMENT**



BID FOR: WATER METERS

DATE OF BID OPENING 23-Jul-20 TIME: 10:30 A.M.
BIDS OPENED BY JASON L. THORNBURG
BIDS WITNESS BY Brent Heron

BIDDERS	Quantity Item	SECTION I				SECTION II
		150	120	75	200	75
		5/8" x 1/2"	5/8" x 3/4"	3/4" x 1-1/8"	1"	2" EE
CI THORNBURG		\$41.00	\$51.00	\$81.00	\$128.00	\$645.00
NATIONAL METER		\$50.50	\$50.50	\$80.00	\$125.50	DNMS

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND REJECTING ALL BIDS TO REVISE SPECS.

BIDDERS	Quantity Item	SECTION II		
		1	1	1
		3" Dmnl C2	4" Dmnl C2	6" Dmnl C2
CI THORNBURG		\$1,693.00	\$2,923.00	\$4,979.00

Jason L. Thornburg
RECOMMENDED
DEPARTMENT HEAD

James Miller
APPROVAL
CITY MANAGER

Brent Heron
BUDGET RESPONSIBILITY
FINANCE DIRECTOR

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to reject all bids received for water meters - Water Quality Control Department as recommended. Upon call for a vote, the following voted aye:

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

The City Clerk announced that the motion carried.

**CONSIDER AUTHORIZING THE
CITY MANAGER TO ENTER INTO
A CONTRACT WITH THE OFFICE
OF CRIMINAL JUSTICE PROGRAMS
FOR A CESF-JAG GRANT AWARD
- POLICE DEPARTMENT**

**COOKEVILLE CITY COUNCIL
MINUTES
SEPTEMBER 17, 2020**

OCJP Grant Contract

- Office of Criminal Justice Programs
- Grant Amount - \$10,000
- Grant Period July 1, 2020 - June 30, 2021
- CESF- Coronavirus Emergency Supplemental Funding
- No Match

Vice-Mayor Wheaton made a motion, seconded by Councilman Miller, to authorize the City Manager to enter into a contract with the Office Of Criminal Justice Programs for a CESF-JAG Grant Award - Police Department as recommended. Upon call for a vote, the following voted aye:

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

The City Clerk announced that the motion carried.

CITIZENS REQUEST FOR HEARING BEFORE THE CITY COUNCIL:

No comments.

HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER:

No comments.

MAYOR'S COMMENTS:

No comments.

There being no further business, Mayor Shelton declared the meeting adjourned at 7:40 p.m.

Ricky Shelton, Mayor

ATTEST:

Darian Coons, City Clerk

6A



BID TABULATION SHEET 2020 - FOR WATER QUALITY CONTROL INVENTORY ITEMS

BIDS OPENED BY: JASON LYNN BIDS WITNESS BY: Matthew Phillips

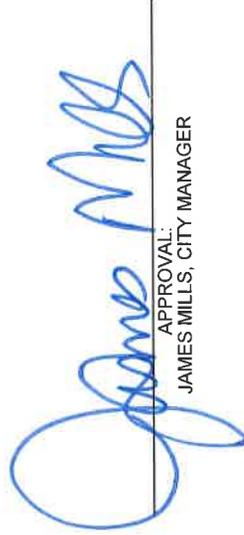
DATE OF BID OPENING: 9/24/20 TIME OF BID OPENING: 10:30 A.M.

ITEM NO.	QTY	DESCRIPTION	SOUTHERN PIPE SUPPLY	CI THORNBURG	CORE & MAIN	CONSOLIDATED PIPE SUPPLY	FERGUSON ENTERPRISES	FORTILINE SUPPLY	G & C SUPPLY	HAYES PIPE SUPPLY	WALTER A WOOD
1	525	COPPER SETTERS	\$57,369.00	NB	\$57,090.00	\$72,615.75	NB	\$71,132.25	\$57,604.50	\$57,379.50	\$62,809.50
2	336	METER BOXES	\$36,840.00	\$38,256.00	\$36,096.00	\$37,251.12	NB	\$38,041.92	\$39,482.40	\$39,972.00	NB
3	185	CORPORATION STOPS	\$7,967.35	NB	\$7,934.40	\$8,675.85	NB	\$8,498.45	\$9,047.35	\$7,967.95	\$8,564.25
4	15000'	POLY TUBING	\$12,150.00	\$12,750.00	\$15,750.00	\$14,250.00	NB	\$12,300.00	\$12,825.00	\$17,775.00	\$12,450.00
5	10	VALVES	\$5,844.88	NB	\$5,850.00	\$6,000.36	NB	\$5,818.44	\$5,283.48	\$5,818.00	\$5,289.00
6	210	MANHOLE RISERS	NB	NB	NB	NB	NB	NB	\$24,750.00	NB	NB

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BIDS BE AWARDED AS INDICATED FOR THE FOLLOWING REASON: LOW BIDDERS MEETING SPECIFICATIONS.

TOTAL OF ALL LINE ITEMS- **\$143,303.48**


 RECOMMENDED
 RONNIE J. KELLY, DIRECTOR


 APPROVAL:
 JAMES MILLS, CITY MANAGER


 BUDGET AVAILABILITY:
 BRENDA IMEL, FINANCE DIRECTOR

6B

6C

6D

CITY OF COOKEVILLE
ELECTRIC DEPT.
BID TABULATION SCHEDULE
BID NOTICE # 20090801

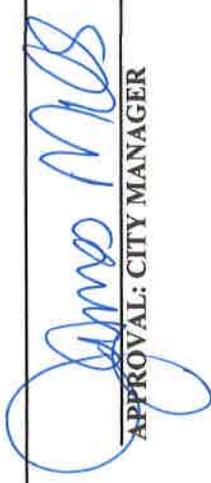
DATE OF BID OPENING: 9-22-2020
BIDS OPENED BY: Glenn Greenwood
BIDS WITNESSED BY: Vance Little
DEPARTMENT: Electric

TIME: 2:00 PM CST

BIDDERS	QTY	75 Kva Pad Transformer 1	evaluated cost					
Power Supply		\$ 6,298.96	\$ 8,783.00					
Gresco		\$ 7,535.00	\$ 10,095.00					
Gresco		\$ 6,300.00	\$ 8,420.00					
Deco		\$ 5,296.00	\$ 7,557.00					
Wesco		\$ 6,642.00	\$ 9,177.00					
Border States		\$ 6,095.00	\$ 8,469.00					

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM Deco
BE AWARDED FOR THE FOLLOWING REASON: low evaluated bid meeting specs.


RECOMMENDED: DEPT. HEAD


APPROVAL: CITY MANAGER

7A

CITY OF
COOKEVILLE
TENNESSEE
Department of Planning
P.O. BOX 998
45 East Broad Street
COOKEVILLE, TN 38503
(931) 520-5271

MEMORANDUM

TO: COOKEVILLE CITY COUNCIL

FROM: JON WARD, PLANNING DIRECTOR

DATE: AUGUST 31, 2020

SUBJECT: RESIDENTIAL PARKING DISTRICTS

Ordinance O20-09-16 is a proposed amendment to the Cookeville Municipal Code to establish a mechanism for the City Council to implement Residential Parking Districts on residentially zoned streets in the City of Cookeville. A Residential Parking District would restrict on-street parking to only be utilized by residents who have obtained a valid parking permit from the City of Cookeville during days and times established by Resolution by the City Council. A summary of the process the Ordinance would establish to implement Residential Parking Districts is included below:

- Residential Parking Districts will be authorized by Resolution by the City Council.
- A petition must be submitted to the Planning Department containing two-thirds or 66% of the dwelling units in the proposed area, defined as minimum of two (2) adjacent block faces and the block faces on the opposite side of the street. A Block Face is defined as all the properties on one (1) side of a given street existing between two (2) consecutive intersecting streets.
- Upon receipt of a valid petition, the Planning Department will conduct a parking study to evaluate parking utilization during peak periods.
- The Planning Department will make a recommendation to the Planning Commission based on the petition and results of study on whether or not to designate an area as a Residential Parking District and the hours to authorize such restrictions.
- The Planning Commission will review the proposal, hold a public hearing and make a recommendation to the City Council to approve or reject the petition to establish a Residential Parking District.
- The City Council will receive the recommendation by the Planning Department and the Planning Commission and hold a public hearing on the matter.

- The City Council will approve or reject a Resolution to establish a Residential Parking District and will establish permit fees associated with establishment of the district.
- Residential Parking Districts shall only apply to block faces of streets zoned entirely as Single Family Residential Districts.
- **The City Council at the Council's sole discretion, may by Resolution, dissolve any Residential Parking District authorized by this Ordinance.**

This Ordinance is the result of concerns from area residents regarding Tennessee Tech student commuter parking along East 8th Street. The Planning Commission unanimously approved the Ordinance at the August 24, 2020 meeting. If you have questions or comments, please feel free to contact me.

ORDINANCE NUMBER O20-09-16

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF COOKEVILLE, AS ADOPTED BY ORDINANCE NO. O02-12-33, AND AS SINCE AMENDED BY INSERTING IN TITLE 15, ENTITLED "MOTOR VEHICLES, TRAFFIC AND PARKING", A NEW CHAPTER 9 ENTITLED "RESIDENTIAL PARKING DISTRICTS"

ORDINANCE NUMBER: O20-09-16
REQUESTED BY: Planning Department
PREPARED BY: Planning Department/Police Department
APPROVED FORM/CORRECTNESS:

City Attorney
PASSED 1ST READING: _____
PASSED 2ND READING: _____
PUBLIC HEARING HELD: _____

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

Section 1: That Title 15 Chapter 9 – "Residential Parking Districts" is hereby added to the Cookeville City Municipal Code and shall read as follows:

15-901. Purpose

The purpose of this Chapter is to establish provisions to authorize Residential Parking Districts along city streets within the City Limits of Cookeville.

15-902. Authorization

The establishment of Residential Parking Districts within the City of Cookeville shall be authorized by Resolution by the City Council according to this Chapter.

15-903. Applicability

Residential Parking Districts shall only apply to block faces of streets zoned entirely as Single Family Residential Districts.

15-904. Definitions

For purposes of this Ordinance, the following words and phrases shall have the following meanings:

- (1) **"Block Face"** All the properties on one (1) side of a given street existing between two (2) consecutive interesting streets
- (2) **"Dwelling Unit"** or **"Residence"** shall mean a house, apartment, condominium, mobile home, or other type of residence, in conformance with the City's Zoning Code. Apartments, mobile homes, or other type of residence having numbers or letters assigned to the street address shall be deemed a dwelling unit.
- (3) **"Guest"** shall mean any persons visiting a dwelling unit located in a Residential District.

- (4) **“Guest Permit”** Shall mean a permit issued by the City of Cookeville to residents of Residential Parking Districts, limited to use by guests of the resident within the district to which it is issued.
- (5) **“Motor Vehicle”** shall include any licensed automobile, truck, motor-home, recreational vehicle, trailer, motorcycles, or other motor-drive form of transportation.
- (6) **“Parking Permit”** or **“Residential Parking Permit”** shall mean any valid resident, guest, or daily parking permit issued by the City of Cookeville.
- (7) **“Peak Period”** shall mean the days of the week and times of the day where parking reaches maximum occupancies
- (8) **“Qualifying Petition”** a formal written request that represents at least two-thirds or sixty-six percent (66%) of the households or occupants of a proposed district.
- (9) **“Resident”** shall mean a person who lives in a dwelling unit located in a Residential Parking District.
- (10) **“Residential Parking District”** shall mean a residential area with streets and boundaries designated by a City Council Resolution. A district shall contain at least two (2) block faces.

15-905. Parking Privileges for Permit Holders

Any motor vehicle properly displaying a valid Residential Parking Permit for a street within a Residential Parking District may park on that street during the hours when parking on such street is prohibited to non-permitted vehicles. Except as otherwise provided in this ordinance, all other motor vehicles parked within a Residential Parking District shall be subject to the parking restrictions and penalties as provided in this ordinance. A Residential Parking Permit shall neither guarantee nor reserve to the holder thereof any particular on-street parking space. A permitted vehicle shall obey all other parking rules, regulations, and restrictions.

15-906. Designation of Residential Parking Districts: Dissolution of Residential Parking Districts

- (1) Submitting a Petition:
 - In order to be considered for a Residential Parking District designation, a resident(s) must submit a petition to the Planning Department containing the signature of an adult member (each dwelling unit will have one (1) vote) of at least two-thirds or sixty-six percent (66%) of the dwelling units in the residential area.
 - (a) Petitions shall only be considered for areas which contain at least two (2) adjacent block faces and must also include the block face(s) on the opposite side of the street. The boundaries of and the streets within the proposed permit parking district shall be clearly identified on each page of the petition.
 - (b) The petition shall also state clearly that, if the district is approved that participation in the program is mandatory, only those vehicles with a permit shall be permitted to park in the Residential Parking District,

except days and times exempted if applicable, and an annual fee will be charged for a parking permit for each vehicle.

- (c) The necessary petition can be obtained from the Planning Department. A cover letter explaining the reasons for the request and a map showing the boundaries of the proposed parking permit district shall accompany the petition.

(2) Upon Receipt of Petition

Upon receipt of a valid petition, the Planning Department shall conduct a parking study of the area identified in the petition. A Residential Parking District may be established only if the results of the study demonstrate that both of the following criteria are satisfied during peak periods or if other extenuating circumstances are present:

- (a) At least fifty percent (50%) of the curbside parking spaces in the proposed parking permit district were utilized during peak periods. For purposes of this criterion, a legal curbside parking space shall be twenty three (23) linear feet; and
- (b) At least twenty-five percent (25%) of the curbside parking spaces in the proposed parking district were utilized by nonresident parkers. For purposes of this criterion, the latest available motor vehicle registration information shall be used.

(3) Parking Study Report and Recommendation:

Upon completion of the parking study, if the conditions of subsection (2) of this section are established, or if other extenuating circumstances are found to be present, the Planning Department shall make a report and recommendation to the Planning Commission, based upon the petition and results of the study, on whether or not to designate the proposed parking district or a portion thereof as a Residential Parking District and the hours such restrictions are to be in effect. The recommendation shall take the following into account:

- (a) The effect on the safety of the residents of the proposed Residential Parking District from intensive parking by nonresidents;
- (b) The difficulty or inability of residents of the proposed Residential Parking District to obtain adequate curbside parking adjacent to or near their residences because of widespread use of available curbside parking spaces by nonresident motorists;
- (c) The likelihood of alleviating, by use of the Residential Parking Permit Program, any problem of non-availability of residential parking spaces.
- (d) The desire of the residents in the proposed residential parking permit area for the institution of a Residential Parking District and the willingness of those residents to bear the cost incidental to the administration of the Residential Parking Permit Program.

(4) Planning Commission Public Hearing:

Upon Receipt of the report and recommendation from the Planning Department, the Planning Commission shall hold a public hearing on the petition. Upon completion of the public hearing, the Planning Commission

shall make a recommendation to the City Council to adopt or reject a Resolution designating the defined area as a Residential Parking District.

(5) City Council Public Hearing:

The City Council, on receipt of the recommendation from the Planning Department and Planning Commission shall hold a public hearing on the petition. Upon completion of the public hearing, the City Council may reject the petition or adopt a Resolution designating the defined area as a Residential Parking District.

(6) Creation of a Residential Parking District:

A Residential Parking District shall be created only where the City Council has found that unrestricted parking creates a situation in which the streets cannot be used for parking by the residents or their guests and that such unrestricted parking substantially and unreasonably regularly interferes with the use of 50% of the available public street parking, or when unrestricted parking is the source of unreasonable noise, traffic hazards, environmental pollution, or of other interference with the residential environment and detrimentally affects the public welfare.

(7) Request to Add or Remove Street Segments to Existing District:

Residents may submit a qualified petition to request adding or removing a block face to an existing district. These petitions must be submitted to the Planning Director which will evaluate the request. Residents of the proposed block face will be given at least thirty a (30) day notice prior to implementation of the Residential Parking District.

(8) Dissolution of Residential Parking Districts:

(a) The designation process set forth in this Section including a petition of at least two-thirds or sixty-six percent (66%) of residents in an existing Residential Parking District shall be utilized by the City Council in determining whether to dissolve a Residential Parking District.

(b) The City Council at the Council's sole discretion, may by Resolution, dissolve any Residential Parking District authorized by this Ordinance.

15-907. Installation of Signs:

The Residential parking designation shall not apply to any specific street within the district until a sign giving adequate notice thereof has been installed on that street. The Public Works Director will cause the installation of such signs on the streets of an established Residential Parking District indicating that there is no parking between specified hours except for vehicles which display a valid Residential Parking Permit.

15-908. Establishment and Enforcement of Hours:

Residential parking referenced in this chapter shall be in effect and enforced on such days of the week and during such time periods as shall be determined by the City Council and established by resolution, based upon sound traffic engineering principles, traffic investigation, and studies made, and shall be posted upon such streets. Nothing in this chapter shall be construed as permitting parking during times or hours or by type of vehicle otherwise prohibited in the City Code or by any provision of state law.

15-909. Exemptions:

(1) Vehicles:

The vehicles listed in this section may park in a Residential Parking District without a Residential parking permit:

- (a) Vehicles lawfully displaying a special identification license plate or placard issued to a disabled person,
- (b) Vehicles of disabled veterans,
- (c) Vehicles readily identifiable as commercial, delivery, service, utility, or construction vehicles, while actually engaged in providing maintenance, repair, or service work to a residence in a program area
- (d) Emergency vehicles and other vehicles explicitly exempted from observing parking regulations pursuant to applicable provisions of state law.

(2) Streets or Street Segments:

Those streets or street segment(s) in front of schools and parks which, as determined by the Planning Department, are otherwise subject to parking restrictions that differ from those established for a Residential Parking District.

15-910. Residential Parking Permit-Application and Issuance:

(1) Permits Issued by City Clerk:

Parking permits for Residential Parking Districts shall be issued by the City Clerk.

(2) Information Required for Residential Parking Permits:

The City shall make available Residential parking permit applications and shall issue permits upon proper application thereof. Each application and reapplication shall be on a form provided by the City and shall contain sufficient information to satisfy the City as to the identity of the applicant including the address and daytime telephone number of the applicant; the applicant's registered ownership; the applicant's driver's license number; the license number, make, model, and year of the vehicle; proof of current vehicle insurance and current registration; and such other information as deemed necessary by the City. Permits shall be issued within thirty (30) days of the City's receipt of a complete and conforming application.

(3) Fees to Accompany Applications:

Each application, reapplication, and renewal application shall be accompanied by nonrefundable fees specified by resolution of the City Council.

(4) Denial of Parking Permit:

Parking permits shall not be issued to any person who has outstanding parking tickets.

(5) Invalid Permits:

Parking permits become invalid and shall be returned to the City when the permit holder moves out of a Residential Parking District.

15-911. Resident Parking Permits:

(1) Quantity of Permits Issued:

The number of resident parking permits to be issued to each residence for which application is made shall be determined by the parking conditions within each district and set forth by Resolution of the City Council. Resident parking permits are issued to the resident for the resident's vehicle. The resident parking permit is not transferable between vehicles. The resident permit is valid for one year after the date of issuance.

(2) Location of Permits:

Resident parking permits shall be affixed to the inside bottom left of the driver's side rear windshield.

15-912. Guest Parking Permit-Annual:

(1) Quantity of Permits Issued:

The number of annual guests parking permits that will be available to each residence for which application is made will be established by Resolution based on findings of the parking study and the characteristics of the area proposed for a Residential Parking District. Guest permits will be issued to each residence for which application is made. Annual guest parking permits are transferable among the resident's guest vehicles. Guest parking permits are to be used only by the resident's bona fide transient guests. The guest permit is valid for one year after the date of issuance.

(2) Location of Permits:

Annual guest parking permits shall be displayed by hanging the permit from the rear view mirror.

15-913. Permit Content:

Each Residential parking permit shall state the street(s) on or Residential Parking District in which it is valid, the expiration date, and any additional information required by the City.

15-914. Replacement Parking Permits:

The City may issue a duplicate or replacement resident or guest permit to any person who has qualified for and who has been issued a parking permit under the provisions of this Ordinance. The permit holder must furnish proof that said permit has been lost or destroyed, including submittal of a police report, or the vehicle to which the original permit was affixed has been disposed of, for which new vehicle registration must be provided.

The duplicate or replacement parking permit will be reissued at the standard cost of the original parking permit that it replaces. The cost of the duplicate or replacement permit will not be pro-rated. Permit holders shall report to the City a lost, stolen, or

missing parking permit within five (5) days of loss, at which time that permit shall be cancelled and a new permit issued for a replacement fee.

15-915. Residential Parking Permit Revocation.

(1) Authorization to Revoke:

The Chief of Police or his/her designee are authorized to revoke the parking permits of any person on any of the following grounds:

- (a) Ineligibility for a permit under the terms of this Ordinance at the time of the application;
- (b) Ceasing to be eligible during the term of the permit;
- (c) Failing to comply with or violating any condition imposed on the issuance of a permit; or
- (d) Failing to comply with or violating any provision of this Ordinance or any related law or regulation.

(2) Surrender of Permit:

Upon written notification, the permit holder shall surrender such permit to the requesting authority. The permit shall be considered void on the fifth day after the date of notification. Failure to surrender a revoked parking permit when requested shall constitute a violation of this Ordinance. Upon revocation, parking permit fees will not be refunded.

(3) Reapplication for Permit:

Any person whose permit has been revoked shall not be issued a new permit without reapplication and establishing eligibility pursuant to this Ordinance.

(4) Appeal of Revocation:

The action the Chief of Police, or his/her designee, to revoke a parking permit may be appealed to the City Manager or his designee.

- (a) Notice of appeal shall be filed with the City Clerk within ten (10) days after the revocation.
- (b) If such an appeal is timely filed, revocation shall be stayed until the City Manager or designee's decision is made. Upon failure of the permit holder to file such notice within the ten (10) day period, the action of the Chief of Police shall be final and conclusive.
- (c) The hearing on the appeal shall be conducted pursuant to rules and procedures established by the City. The City Manager's determination shall be final.

15-916. Parking Permit Fees.

The parking permit fees for Residential Parking Districts shall be established by resolution of the City Council. Separate rates may be established for different permit types and/or permit locations.

15-917. Permit Parking Penalty Provisions.

It is unlawful and a violation of this Ordinance to do any of the following, which violations shall be subject to the civil parking penalties established by the City Council:

(1) Violations:

Unless exempted by the provisions of this Ordinance, no person shall park a motor vehicle in any Residential Parking District without proper permits. A violation of this Section shall constitute an infraction which shall be punishable as defined in Title 15, Chapter 6, Section 15-620, of the Cookeville Municipal Code.

(2) Representation:

No person shall falsely represent himself as eligible for a parking permit or furnish false information to the City in an application for a Residential Parking District permit.

(3) Utilization:

No permit issued pursuant to this Ordinance shall thereafter be assigned, transferred, or used for any consideration, monetary or otherwise.

(4) Duplication Not Allowed:

No person shall copy, produce or create a facsimile of or counterfeit a parking permit, nor shall any person use or display a facsimile or counterfeit Residential Parking Permit.

(5) Dedicated Use of Permit:

No person shall hold a valid parking permit and allow the use or the display of such permit on a motor vehicle other than that for which the permit was issued. Such conduct shall constitute an unlawful act both by the person who holds the valid parking permit and the person who displays the parking permit.

(6) Alterations:

No person shall alter or deface a parking permit or intentionally conceal an expiration date or otherwise attempt to present false information as true and genuine, on the face of a parking permit which is displayed in a vehicle parked on a City street.

(7) Display:

No person shall fail to display or improperly display a parking permit required and issued pursuant to this Ordinance.

(8) Responsibility of Permit Holders:

It shall be the sole responsibility of the owner, operator, manager, or driver of a vehicle for which a parking permit has been issued to become familiar with the provisions for and limitations on the use of the parking permits and ignorance of these provisions and limitations shall not be claimed as a defense in any action brought for illegal or improper use of the parking permit and shall not be sufficient grounds to void any citation issued for any violation of this Ordinance.

Section 2: This Ordinance shall take effect fourteen (14) days from and after its passage, the public welfare requiring it.

THE CITY OF COOKEVILLE, TENNESSEE

Ricky Shelton, Mayor

ATTEST:

Darlan Coons, City Clerk

7B

Police Vehicles

- Vehicles approved on 7/2/2020 are not available - vehicle unit cost - \$24,574.00
- Request to purchase (2) Dodge Charger sedans on State Wide Contract - \$25,040.25
- Total Vehicle Cost - \$50,080.50
- Budgeted Items

7C

7D

MEMORANDUM

TO: City Council
City Manager

FROM: Ronnie J. Kelly, Director *RJK*

DATE: September 23, 2020

SUBJ: Approval of Final Balance Change Order
2020 Willow Ave. Water Improvement Project

During the next City Council meeting I will be seeking City Council authorization for the City Manager to sign Final Balance Change Order #2 with Madewell Construction, for completion of the 2020 Willow Ave. Water Improvement Project.

The City Council awarded a construction contract to Madewell Construction, on November 7, 2019, in the amount of \$443,980.00. Change Order #1, in the amount of \$42,225, was approved by Council on July 9, 2020. This increased the contract total to \$486,205. This Final Balance Change Order #2 will increase the total contract amount by \$3,262.50. The final contract cost would therefore be \$489,467.50.

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

7E

MEMORANDUM

TO: City Council
City Manager

FROM: Ronnie J. Kelly, Director *RJK*

DATE: September 23, 2020

SUBJ: Spalls Inspection and Repair Proposal – 10 MG Concrete Water Tank

During the next City Council meeting I will be seeking authorization for the City Manager to enter into an inspection and repair proposal with CROM LLC. The proposal will allow CROM Tank to inspect and repair some sidewall spalls on our 10 Million Gallon Concrete Water Tank. CROM is the original tank constructor and is uniquely qualified to perform these detailed inspections and the needed repairs.

A detailed copy of the proposal is included in your packet. A lump sum fee of \$14,400 is the negotiated price. I would recommend approval. If you have any questions or comments please feel free to give me a call.

October 25, 2019

Revised: February 25, 2020

Revised: August 27, 2020

Revised: September 21, 2020

REVISED PROPOSAL 19-319

SIDE WALL SPALLS INSPECTION AND REPAIR 10,000,000-GALLON WATER STORAGE TANK COOKEVILLE, TENNESSEE

CROM Coatings and Restorations ("CCR"), a Division of CROM, LLC, proposes to provide labor and material for the repair of the prestressed concrete tank for City of Cookeville Water Quality Department of 1860 S. Jefferson Avenue, Cookeville, Tennessee 38506 ("Client"). All work will be completed in accordance with all applicable codes and standards including OSHA, AWWA, ACI and standard prestressed concrete tank design.

1. DRAWINGS, SPECIFICATIONS, AND OTHER REQUIRED DATA

The "Client" or a duly authorized representative, is responsible for providing CCR with a clear understanding of the project nature and scope as is reasonably known to the Client. The Client shall supply CCR with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow CCR to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

Prior to starting work, CCR will request from Client data reasonably required for submittal purposes for the repair of the aforementioned storage tank including any available computations, detailed drawings, and specifications. If, in the opinion of CCR, adequate data is not available or is incomplete, Client will be informed and arrangements made for creation of needed data. CCR will not perform engineering studies or perform work requiring professional engineering duties but will assist Client in obtaining such services.

2. COMMENCEMENT AND COMPLETION

Upon your execution of this proposal, CCR will be prepared to start work **30 days** after approval of our submittal information; and will undertake to furnish sufficient labor, materials, and equipment to complete the work within approximately **2 days** working time thereafter.

In the event Client desires to execute a separate agreement, such agreement shall include this proposal and all the conditions herein unless both parties agree in writing to specifically omit any condition, in writing, specifically referencing the omitted condition(s).

In the event that CCR cannot start the job by **October 31, 2020** because of delays of any nature which are caused by the Client or other contractor employed by him or other circumstances over which CCR has no control, then the contract price may be renegotiated to reflect any increased costs.

3. INSURANCE

CCR represents and warrants that it and its agents, staff and Consultants employed by it is and are protected by worker's compensation insurance and that CCR has such coverage under public liability and property damage insured policies which CCR deems to be adequate. Certificates for all such policies of insurance shall be provided. Within the limits and conditions of such insurance CCR agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by CCR, its agents, staff and consultants employed by it. CCR shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less.

4. SERVICES TO BE FURNISHED BY CROM COATINGS AND RESTORATIONS

CCR proposes to furnish all supervision, labor, material, equipment, scaffold and forms required to complete the work, except as noted in Paragraph 5. The services to be furnished by CCR are specifically:

This scope of work is to be performed on the following tank:

- 10,000,000-Gallon Water Storage Tank
168'-0" ID x 60'-0" SWD
(CROM Job No. 2001-M-016)
 - a. Mobilization
 - b. Remove cover coat at the two spalled areas and one hollow area (inspected on 10/15/19) to inspect prestressing wires and determine the extent of corrosion on wires.
 - c. Loose corrosion shall be removed from prestressing wires by steel brush.
 - d. Apply corrosion inhibitor to prestressing wires.
 - e. Square off the affected area to set the limits of the repair and to provide a minimum ¼-inch depth to the repair area. Corners will be angled and not rounded.
 - f. Chip out the interior of the area to remove all loose material and unconsolidated aggregate. Continue chipping back to sound material making sure there are no holes or cavities in which the throat is smaller than the rest of the opening.
 - g. Prepare the surface by pressure washing at a minimum of 3500 psi to provide an open bonding surface.
 - h. Pre-dampen the concrete to provide a saturated surface dry (SSD) condition prior to placing any repair material.
 - i. Apply a polymer modified cement based repair mortar using a scrub coat to act as a bonding layer and fill in the area to be repaired starting at the corners and building up the center to provide a full depth repair.
 - j. Apply one coat of BASF MasterSeal 581 (formerly Thoroseal) to repair areas only.
 - k. Follow all recommendations as directed by the material manufactures Technical Data Sheet including all curing procedures.

5. MATERIALS AND SERVICES FURNISHED BY CLIENT OR OTHERS

It is understood that the following services shall be provided by others without expense to CCR:

- a. Client will grant or obtain free access to the site for all equipment and personnel necessary for CCR to perform the work set forth in this Proposal. The Client will notify any and all processors of the project site that Client has granted CCR free access to the site. CCR will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- b. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. CCR will take responsible precautions to avoid known subterranean structures, and the Client waives any claim against CCR, and agrees to defend, indemnify, and hold CCR harmless from any claim or liability for injury or loss, including costs to defend, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CCR for any time spent or expenses incurred by CCR in defense of any such claim with compensation to be based upon CCR's prevailing fee schedule and expense reimbursement policy.

6. BACK CHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. CCR's claims for extras shall carry 30% for overhead and 10% for profit. Any mutually agreed upon deductive change order will provide only a credit for 10% profit but will not provide a credit for 30% overhead.

7. DELAYS

It is agreed that CCR shall be permitted to prosecute work without interruption. If delayed at any time for a period of 24 hours or more by an act or omission of the Client, the Authority Having Jurisdiction (AHJ), any representative, agents or other contractors employed by Client, or by reason of any changes ordered in the work, CCR shall be reimbursed for actual additional expense caused by such delay, and loss of use of our equipment, and 30% for overhead.

LIMITATION ON INDIVIDUAL LIABILITY OF DESIGN PROFESSIONAL - TO THE EXTENT PERMITTED BY LAW, AN EMPLOYEE, AGENT, DESIGN PROFESSIONALS, OR ENGINEERS EMPLOYED BY CCR SHALL NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF EMPLOYMENT WITH CCR UNDER THIS PROPOSAL TO AN OWNER, CONTRACTOR, SUBCONTRACTOR, OR TO ANY THIRD PARTY CLAIMING BY AND THROUGH THESE PARTIES.

8. RISK ALLOCATION

Client agrees that CCR's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$1,000,000. Client agrees that the foregoing limits of liability extend to all of CCR's employees and professionals who perform any services for Client.

9. ASSIGNMENT AND THIRD PARTIES

Neither the Client nor CCR may delegate, assign, sublet or transfer their duties or any interest in this Proposal without the written consent of the other party. Both parties agree there are no intended third-party beneficiaries to this Proposal including other contractors or parties working on the project, or, if necessary, a surety of CCR.

10. LABOR

This proposal is predicated on open-shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the Client or other contractor employed by him or the general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirement shall not provide that CCR sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the Client or the contractor so long as CCR has sufficient qualified employees available to perform the work.

Our proposal is based on our crew performing our Scope of Work in accordance with our standard safety program. If any additional safety requirements are placed on us (not required by OSHA) such as: site training, additional safety equipment or permit required confined space, the cost for such additional requirements plus 30% for overhead shall be reimbursed to us.

11. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Mobilization Spall	\$ 1,500.00
Repairs	\$12,500.00
Insurance Coverage Limit	\$ 400.00
Total	\$14,400.00

Periodic and final payment, including any retention, shall be made within **30 days** from the date our work is completed or the billing is received, or in accordance with applicable state Prompt Payment law, whichever is earlier, and is to be received by us in our accounting office at 250 SW 36th Terrace, Gainesville, Florida 32607. All costs for third party contracts and billing management services, or use of any software, as may be required by the Customer or Owner, will be added to the Contract Price, by change order. Final payment shall not be held due to delays in testing. Payment not received by that date will be considered past due and will be subject to a late payment charge of 1½% per calendar month, or any fraction thereof until received in our office.

If CCR does not receive payment within **30 days** after such payment is due, as defined herein, CCR may give notice, without prejudice to and in addition to any other legal remedies, and may stop work until payment of the full amount owing has been received. The Proposal Amount and Time shall be adjusted by the amount of CCR's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate change order.

Any reasonable legal or other expense necessary for the enforcement of this Proposal or for the collection of monies due shall be borne by the party at fault. If sales tax is excluded from our price, or on materials contained in our price, in accordance with project specifications, such exclusion is subject to receipt of adequate tax exemption documents from you or the project owner prior to commencement of Work to allow for our application of same. If proper tax exemption documentation is not received or is not adequate to provide exemption, we reserve the right to receive reimbursement of all sales tax CCR is

obligated to pay due to the tardiness, lack of, or inadequate exemption documentation on behalf of you or the owner.

12. DISPUTE RESOLUTION/ MEDIATION/LITIGATION

In an effort to resolve conflicts that arise during the Project or following the completion of the Project, the Client and CCR 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.

13. CHANGES IN SCOPE AND LIMITATIONS

If the Client wishes to have CCR perform any additional repairs or remediation of the tank or accessories, it shall authorize such work in writing and pay CCR its standard rates for such work, **or an agreed upon fee.**

It is agreed that CCR shall not be responsible for any consequential, special or delay damages. CCR does not assume responsibility for differing, latent or concealed conditions, which differ materially from those indicated in the subcontract/Contract documents or from those ordinarily found to exist and not inherent in the Work, including but not limited to weather or subsurface conditions, and not caused by CCR's fault or negligence.

14. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall be effective if that substantial failure has been redeemed before expiration of the period specified in the written notice. In the event of termination, CCR shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of all work contemplated by the proposal, CCR may complete such analyses and records as necessary to complete their files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of CCR in completing such analyses, records and reports if necessary.

15. GUARANTEE

CCR will guarantee its workmanship and materials on its work covered in this Proposal for a period of five years after completion of its work. Prior to leaving the location, CCR personnel will perform a walk through with the responsible party overseeing our work for the Client. In case any defects in CCR's workmanship or materials appear within the one-year period after completion and acceptance of CCR's work, CCR shall promptly make repairs at its own expense upon written notice by the Client that such defects have been found. CCR's guarantee is limited to defects in CCR's workmanship and materials, excluding inspections, cleaning and disinfection services ("Services"). CCR shall endeavor to perform these Services with that degree of care and skill ordinarily exercised under similar circumstances by contractors practicing in the same discipline at the same time and location. CCR shall not be responsible for, nor liable for, delamination of previous coatings application, any ordinary wear and tear or for damage caused from negligent or inappropriate use or by any other entity beyond our control, including but not limited to modifications, work or repairs by others.

If a bond is required for the Scope of Work included in this contract, CCR will furnish a one-year Performance and Payment Bond. The cost of this bond **not included** in our price. Please add \$9.00 per \$1,000 of contract

value.

16. ACCEPTANCE

This proposal is offered for your acceptance within **30 days** from the proposal date. We reserve the right after that period to amend our bid to reflect our changing construction schedules and materials and labor rate changes. The return to this company of a copy of this proposal with your acceptance endorsed thereon within the time aforesaid will constitute a contract between us. This proposal shall be made a part of any subcontract agreement or purchase order.

Sincerely,

CROM COATINGS AND RESTORATIONS



Jason Bossier
Project Manager



Robert G. Oyenarte, PE
President

/ep

ACCEPTED BY CLIENT

PRINT: _____

TITLE: _____

DATE: _____





7F

CITY OF COOKEVILLE
 DEPARTMENT OF WATER QUALITY CONTROL
2020 S JEFFERSON AVE CCTV PROJECT

DATE OF BID OPENING 22-Sep-20 TIME: 2:00 PM
 BIDS OPENED BY MATTHEW PHILLIPS
 BIDS WITNESS BY STEVE SMITH

BIDDERS	TOTAL BID		
C.K. MASONRY CO, INC	\$63,852.25		
INSITUFORM	DNB		
JOHN T HALL CONSTRUCTION	\$126,213.25		

DNB - DID NOT BID DNMS - DID NOT MEET SPECS

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM - C.K MASONRY CO, INC - BE AWARDED FOR THE FOLLOWING REASON;
 LOW BID MEETING SPECIFICATIONS


 RECOMMENDED:
 DEPARTMENT HEAD


 APPROVAL:
 CITY MANAGER


 BUDGET AVAILABILITY:
 FINANCE DIRECTOR

7G

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

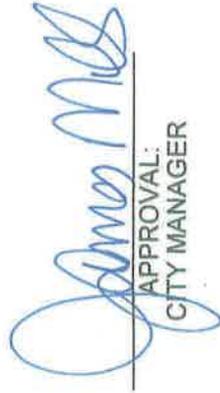
DATE OF BID OPENING 22-Sep-20 TIME: 2:00 PM
 BIDS OPENED BY MATTHEW PHILLIPS
 BIDS WITNESS BY STEVE SMITH

BIDDERS	TOTAL BID		
G MEEKS CONSTRUCTION	\$130,400.00		
JOHN T HALL CONSTRUCTION	\$418,350.00		
MADEWELL CONSTRUCTION	\$100,890.00		
NORRIS BROS EXCAVATING, LLC	\$390,550.00		

DNB - DID NOT BID DNMS - DID NOT MEET SPECS

WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM - **MADEWELL CONSTRUCTION827614** - BE AWARDED FOR THE FOLLOWING REASON; LOW BID MEETING SPECIFICATIONS


 RECOMMENDED:
 DEPARTMENT HEAD


 APPROVAL:
 CITY MANAGER



BUDGET AVAILABILITY:
 FINANCE DIRECTOR

9A

Report to Council

\$8,875,000 G.O. Bonds, Series 2020

- August 2020 council authorized not to exceed \$19 million G.O. Bonds

Primary Projects:

- Police Headquarters
- Fire Apparatus – Aerial Truck and Rescue Pumper

Bond Summary:

- Bonds rated as Aa2 (Moody's)
- Attorney Opinion - Tax exempt bank qualified
- Competitive Public Sale 8/27/20
- Truist Securities, Inc. Low bid TIC @ 1.312828%
5 bids ranging from 1.312828% to 1.461847%
- Bonds will be repaid over 15 years
- Bonds closed and dated 9/18/20

Report to Council

\$8,875,000 G.O. Bonds, Series 2020

Sources of Funds			
Par Amount of the Bonds	\$	8,875,000.00	
Premium	\$	1,113,049.35	\$ 9,988,049.35
Uses of Funds			
Underwriter's Discount	\$	38,442.26	
Bond Issue costs:			
Bond Counsel	\$	17,000.00	
Rating Agency Fee	\$	17,000.00	
Financial Advisor	\$	26,625.00	
Other Costs	\$	10,700.00	\$ 71,325.00
Construction/Project Funds Available	\$	9,878,282.09	\$ 9,988,049.35