

**COOKEVILLE CITY COUNCIL  
REGULAR MEETING  
JANUARY 15, 2026  
5:30 PM**

The Cookeville City Council met in regular session on Thursday, January 15, 2026, at 5:30 p.m., in the Municipal Building, 45 E. Broad Street.

**CALL TO ORDER AND ROLL CALL**

Mayor Wheaton called the meeting to order. Present and answering roll call were:

Councilman Bagci:	present
Councilman Walker:	present
Mayor Wheaton:	present
Vice-Mayor Eldridge:	present
Councilman Gilbert:	present

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

DK Hall, Pastor of Central City Church gave the invocation. Mayor Wheaton led the Pledge of Allegiance.

**CONSIDER APPROVAL OF AGENDA AS PRESENTED**

Vice-Mayor Eldridge made a motion to approve the agenda as presented. The motion was seconded by Councilman Gilbert. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**OLD BUSINESS**

**Consider approval of minutes of council meeting held on December 18, 2025.**

There were no public comments concerning this item.

Councilman Gilbert made a motion to dispense with the reading of the minutes and approve said minutes as submitted. The motion was seconded by Vice-Mayor Eldridge. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**CONSENT AGENDA**

**Set a date (2-19-26) for a public hearing on Ordinance #026-01-01, rezoning property located on North Willow Avenue (Tax Map 040G-B-001.00) from RM-8 (Multi-Family Residential) to CL (Local Commercial). Consider approval for one-time purchase of Wetland Credits for the new Energy Facility – Energy Department.**

**Consider approval of Cyber Security Insurance Policy renewal.**

Additional information: Appendix 6B

**Consider awarding bid for (24) 30' square poles – Energy Department/Electric Division.**

Additional information: Appendix 6C

**Consider awarding bid for Advanced Metering Infrastructure (AMI) meters and components – Energy Department/Electric Division.**

Additional information: Appendix 6D

**Consider declaring as surplus (1) 2007 Mack roll off sanitation truck – Public Work Department.**

Additional information: Appendix 6E

**Consider awarding bid for Advanced Metering Infrastructure (AMI) components/dual port radios – Water Quality Control Department.**

Additional information: Appendix 6F

Councilman Bagci made a motion to approve the consent agenda. The motion was seconded by Vice-Mayor Eldridge. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**NEW BUSINESS - PUBLIC HEARINGS AND ACTION ITEMS**

**Hold a public hearing and consider on first reading Ordinance #O25-10-18, amending the Zoning Code, Section 221 CL, "Local Commercial" and Section 222 CG "General Commercial" to permit subdividing units on individual lots upon review by the Planning Commission.**

Additional information: Appendix 7A

There were no public comments concerning this item.

City Council members discussed how parking required by the Zoning Code would affect the types of business that could be conducted in these commercial subdivisions.

Vice-Mayor Eldridge made a motion to approve on first reading Ordinance #O25-10-18. The motion was seconded by Councilman Bagci. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**Hold a public hearing and consider on first reading Ordinance #O25-10-19, closing and abandoning a portion of Baron Court right-of-way.**

Additional information: Appendix 7B

There were no public comments concerning this item.

Councilman Bagci made a motion to approve on first reading Ordinance #O25-10-19. The motion was seconded by Vice-Mayor Eldridge. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**Consider on second and final reading Ordinance #O25-08-13, rezoning property located at 2034 West Broad Street (Portion of Tax Map 039, Parcel 205.00) from CI, "Commercial-Industrial Mixed Used" to CL, "Local Commercial".**

Community Development Director Jon Ward mentioned that this item was previously postponed to the January 15, 2026 City Council meeting. Since that time a request was received to withdraw this item from consideration. His recommendation is to withdraw this item at this time.

Councilman Bagci made a motion to withdraw this item. The motion was seconded by Vice-Mayor Eldridge. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	abstain

**Consider authorizing the City Manager to execute a professional services agreement with Gresham Smith to provide engineering services for the City of Cookeville.**

Additional information: Appendix 7D

There were no public comments concerning this item.

Vice-Mayor Eldridge made a motion to authorize the City Manager to execute a professional services agreement with Gresham Smith to provide engineering services for the City of Cookeville. The motion was seconded by Councilman Gilbert. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**Consider amendment to the City of Baxter Water Contract (Contract Extension) – Water Quality Control Department.**

Additional information: Appendix 7E

There were no public comments concerning this item.

Vice-Mayor Eldridge made a motion to approve an amendment to the City of Baxter Water Contract (Contract Extension). The motion was seconded by Councilman Gilbert. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**Consider authorizing the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project – Water Quality Control Department.**

Additional information: Appendix 7F

There were no public comments concerning this item.

Vice-Mayor Eldridge made a motion to authorize the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project. The motion was seconded by Councilman Walker. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**Consider approving an estimate from UCEMC to remove abandoned lines and poles at the Water Treatment Plant as part of the Generator Project – Water Quality Control Department.**

Additional information: Appendix 7G

There were no public comments concerning this item.

Councilman Bagci made a motion to approve an estimate from UCEMC to remove abandoned line and poles at the Water Treatment Plant as part of the Generator Project. The motion was seconded by Vice-Mayor Eldridge. Upon call for a vote, the motion carried with the following voting:

Councilman Bagci:	aye
Councilman Walker:	aye
Mayor Wheaton:	aye
Vice-Mayor Eldridge:	aye
Councilman Gilbert:	aye

**CITIZENS REQUEST FOR HEARING BEFORE CITY COUNCIL**

No comments.

**HEARING FROM OFFICERS, COUNCILMEN AND CITY MANAGER**

No comments.

**MAYOR'S COMMENTS**

No comments.

**ADJOURNMENT**

There being no further business, Mayor Wheaton declared the meeting adjourned at 5:57 p.m.

ATTEST:

  
Darian Coons - City Clerk

  
Laurin Wheaton - Mayor



CITY OF  
**COOKEVILLE**  
T E N N E S S E E

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DIVISION OF INFORMATION TECHNOLOGY & TELECOMMUNICATIONS

MEMORANDUM

**TO:** City Council  
City Manager

**FROM:** Steve Corder, Chief Technology Officer

**DATE:** January 9, 2026

**SUBJECT:** Cybersecurity Insurance Policy Renewal

At the January 15<sup>th</sup> City Council Meeting, I will seek Council approval to renew our cybersecurity insurance policy.

Our insurance broker, McGriff Insurance, recommends that we renew our existing policy with Travelers Insurance. This policy covers costs related to cybersecurity incidents up to \$1,000,000. The premium this year is \$36,557, which is a slight increase over last year's premium of \$34,995. The price increase was due to an increase in the City's revenue year over year and "governmental cyber events across the entire marketplace." The coverage and retention have remained the same as last year's policy.

The coverage period is February 5, 2026, to February 5, 2027. A copy of their proposal is attached for your review.

I recommend renewing the Travelers policy.

If you have any questions or comments, please feel free to contact me.



Blair Burdette  
BAILEY SPECIAL RISKS INC  
105 BLUEGRASS COMMONS BLVD  
STE C  
HENDERSONVILLE, TN 37075

**RE: Insured Name:** CITY OF COOKEVILLE  
PO BOX 998  
COOKEVILLE, TN 38503-0998  
**Expiring Policy Number:** 107578379  
**Policy Period:** February 5, 2026 to February 5, 2027

Dear Blair Burdette:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

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The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit [www.rmplusonline.com](http://www.rmplusonline.com) to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++\*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Travelers Bond & Specialty Insurance

\*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit [www.travelers.com](http://www.travelers.com). Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access [www.ambest.com](http://www.ambest.com).

Travelers Casualty and Surety Company of America

QUOTE OPTION #1

CYBER COVERAGE:

<b>Liability</b>	<b>Limit</b>	<b>Retention</b>
Privacy and Security	\$1,000,000	\$50,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$50,000
Regulatory Proceedings	\$1,000,000	\$50,000
<b>Breach Response</b>	<b>Limit</b>	<b>Retention</b>
Privacy Breach Notification	500,000 impacted parties	impacted parties threshold 100
Computer and Legal Experts	\$1,000,000 which is separate from the CyberRisk Aggregate Limit	
Betterment	\$100,000	
Cyber Extortion	\$1,000,000	\$50,000
Data Restoration	\$1,000,000	\$50,000
Public Relations	\$1,000,000	\$50,000
<b>Cyber Crime</b>	<b>Limit</b>	<b>Retention</b>
Computer Fraud	\$250,000	\$50,000
Funds Transfer Fraud	\$250,000	\$50,000
Social Engineering Fraud	\$250,000	\$50,000
Telecom Fraud	\$250,000	\$50,000
<b>Business Loss</b>	<b>Limit</b>	<b>Retention</b>
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	
Reputation Harm	\$1,000,000	\$50,000
System Failure	\$1,000,000	

**Additional First Party Provisions**

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

**Knowledge Date:** February 05, 2021

**P&P Date:** February 05, 2021

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$36,557.00**

(Other term options listed below, if available)

**LIMIT DETAIL:**

Shared Additional Defense Limit of Liability:	N/A
CyberRisk Policy Aggregate Limit:	\$1,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Cyber Coverage:	
Additional Premium Percentage:	100%
Additional Months:	12

Run-Off Extended Reporting Period for Cyber Coverage:	
Additional Premium Percentage:	N/A
Additional Months:	N/A

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**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$36,557.00	\$0.00	\$0.00	\$36,557.00	\$36,557.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

AFE-15001-0620                      Declarations  
AFE-16001-0119                      General Conditions  
CYB-15001-0620                      CyberRisk Declarations  
CYB-16001-0620                      CyberRisk Coverage  
CYB-16001-TOC-0620                CyberRisk Table of Contents

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

AFE-19029-0719                      Cap On Losses From Certified Acts Of Terrorism Endorsement  
AFE-19030-0920                      Federal Terrorism Risk Insurance Act Disclosure Endorsement  
CYB-19101-0119                      Per Impacted Parties And Computer And Legal Expert Costs Endorsement  
CYB-19102-0620                      Dependent Business Interruption - System Failure Endorsement  
CYB-19104-0620                      Dependent Business Interruption - Outsource Provider Endorsement  
CYB-19105-0119                      Conviction Reward Endorsement  
CYB-19122-0519                      Vendor Or Client Payment Fraud Endorsement  
CYB-19123-0519                      Bricked Equipment Endorsement

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

1    None

**COMMISSION:**    12%

**QUOTE NOTES:**

**NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

**Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

**FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

**Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

**Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+<sup>®</sup> policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+<sup>®</sup> policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.

CITY OF COOKEVILLE  
ENERGY DEPT.  
BID TABULATION SCHEDULE  
BID NOTICE # 25121001

APPENDIX 6C

DATE: 1-7-2026  
 OPENED BY: Glenn Greenwood  
 WITNESSED BY: Amanda Mathis  
 DEPARTMENT: Energy (Electric Division)

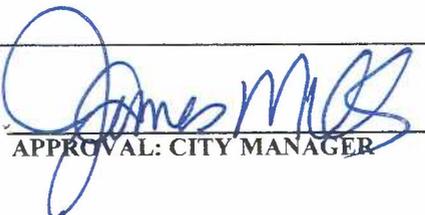
TIME: 2:00 PM CST

BIDDERS	QTY	30' Square Pole 24							
Border States		\$ 1,461.56 \$ 35,077.44							
<b>Gresco</b>		<b>\$ 1,323.00</b> <b>\$ 31,752.00</b>							
Stuart Irby		\$ 1,465.00 \$ 35,160.00							
Wesco		\$ 1,392.45 \$ 33,418.80							

WE, THE UNDERSIGNED DO HEREBY RECOMMEND THE BID FROM Gresco

BE AWARDED FOR THE FOLLOWING REASON: best evaluated bid.

  
 RECOMMENDED: DEPT. HEAD

  
 APPROVAL: CITY MANAGER



8601 Six Forks Road - Suite 700  
 Raleigh, NC 27615  
 Phone: (919) 845-4000

# Quotation

DATE 1/6/2026  
 Quotation # 2409  
 Customer ID COOKEVILLE

**Quotation For:**  
 Jeff Dishman  
 Cookeville City Electric Department  
 55 W Davis Rd  
 Cookeville, TN 38506  
 Phone: (931)526-9591

Quotation valid until: 4/6/2026  
 Prepared by: Toby Smith

**Comments or Special Instructions:**

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
140	Order Spec ID: 42032 Config Name: CVTN 16S CL320A 480V ESM (\$32.42 adder for CL320) Product Line: kV2C Style Number: ANSX001271	\$ 441.37	NA	\$ 61,791.80
8	Order Spec ID: 41833 Config Name: 45S CL20A 480V ESM&V2C ESM Product Line: kV2C Style Number: ANSX001178	\$ 408.95	NA	\$ 3,271.60
40	Order Spec ID: 41832 Config Name: CVTN 16S CL200A 480V ESM Product Line: kV2C Style Number: ANSX001177	\$ 408.95	NA	\$ 16,358.00
4480	Order Spec ID: 41728 Config Name: CVTN 2S CL200A 240V RD ESM Product Line: Stratus_IQPlus Style Number: C02GB100000	\$ 182.30	NA	\$ 816,704.00
224	Order Spec ID: 41774 Config Name: CVTN 2S CL320A 240V ESM Product Line: Stratus_IQPlus Style Number: C02HA100000	\$ 141.06	NA	\$ 31,597.44
32	Order Spec ID: 41776 Config Name: CVTN 4S CL20A 240V ESM Product Line: Stratus_IQPlus Style Number: C04EA100000	\$ 207.68	NA	\$ 6,645.76
20	Order Spec ID: 41778 Config Name: CVTN 3S CL20A 240V ESM Product Line: Stratus_IQPlus Style Number: C03EA100000	\$ 191.59	NA	\$ 3,831.80

Note:  
 FOB – Shipping Point  
 Full Freight for over \$60,000.00

SUBTOTAL	\$ 940,200.40
TAX RATE	
SALES TAX	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 940,200.40</b>

If you have any questions concerning this quotation please contact me:  
 Toby Smith -- (803) 271-6550 -- toby.smith@xylem.com

**THANK YOU FOR YOUR BUSINESS!**



CITY OF  
**COOKEVILLE**  
T E N N E S S E E

***Department of Public Works***

1115 East Spring Street

Cookeville, TN 38501

Phone: 931-520-5249 Fax: 931-520-0629

**MEMORANDUM**

TO: James Mills, City Manager  
City Council Members

FROM: Mary Beth Elrod, P.E.

DATE: January 9, 2026

SUBJ: January 15, 2026 City Council Agenda Items

Consider the following:

- (1) We would like the following item to be declared surplus:
  - 2007 Mack Rolloff Sanitation Truck Serial # 1M2AT13C37M003058



CITY OF  
**COOKEVILLE**  
T E N N E S S E E

***Department of Public Works***

1115 East Spring Street

Cookeville, TN 38501

Phone: 931-520-5249 Fax: 931-520-0629

**MEMORANDUM**

TO: James Mills, City Manager  
City Council Members

FROM: Mary Beth Elrod, P.E.

DATE: January 09, 2026

SUBJ: Surplus Items

Consider the following:

We would like the following item to be declared surplus:

- 2007 Mack Rolloff Sanitation Truck Serial # 1M2AT13C37M003058



CITY OF COOKEVILLE  
DEPARTMENT OF WATER QUALITY CONTROL

**APPENDIX 6F**

QUOTE FOR: AMI COMPONENTS FOR INVENTORY

Date of Quote: 1-7-26

VENDOR: Citco Water **CITCO WATER**  
3333 Hydes Ferry Rd  
Nashville, TN 37218

UNIT PRICES ARE BEING APPROVED AND THE QUANTITIES ORDERED MAY CHANGE AS NEEDED TO MAINTAIN PROPER INVENTORY.  
THE PRICES ARE GOOD THROUGH JULY 1, 2026.

ITEM#	ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL BASED ON ESTIMATED QUANTITY
1	520M M2 MXU Dual Port Meter Transceiver Units	100	\$237.00	\$23,700.00
2	520M M2 MXU Single Port Meter Transceiver Units	1000	\$115.70	\$115,700.00
3	CRO 5/8" SR11 TRPL 1G Conversion Register	1000	\$74.00	\$74,000.00
4	CRO 1" SR11 TRPL 1G Conversion Register	700	\$74.00	\$51,800.00
ESTIMATED TOTAL				\$265,200.00

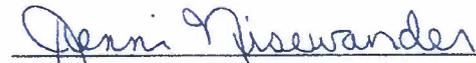
WE, THE UNDERSIGNED, DO HEREBY RECOMMEND THE BID FROM - CITCO WATER - AS THESE ARE SOLE SOURCE ITEMS



RECOMMENDED:  
BARRY TURNER, DIRECTOR



APPROVAL:  
JAMES MILLS, CITY MANAGER



BUDGET AVAILABILITY:  
JENNI NISEWANDER, FINANCE DIRECTOR



CITY OF  
**COOKEVILLE**  
 T E N N E S S E E  
 Community Development Department  
 Planning Division

45 E. Broad Street ♦ Cookeville, TN 38501  
 931-520-5271 ♦ www.cookeville-tn.gov

## MEMORANDUM

To: Cookeville City Council  
 From: Jon Ward, Community Development Director  
 Subject: Commercial Subdivisions on Individual Lots  
 Date: January 12, 2026

The Planning Division has received multiple requests to allow commercial units in commercial developments to be subdivided onto individual lots. The Cookeville Zoning Code currently allows single-family attached (townhome) developments and single-family detached cluster developments to be subdivided onto individually owned lots. An amendment to the Zoning Code was recommended by the Planning Commission at their September 22, 2025, meeting. At November 6, 2025, Council meeting, the City Council referred the proposed amendment back to the Planning Commission for further review.

Planning Staff modified the amendment to restrict commercial subdivision onto individual lots to newly built commercial developments designed and constructed to meet zoning and building codes requirements receiving a Certificate of Occupancy after January 1, 2026. Applicable subdivision plats shall be noted to require a Commercial Owner's Association (COA) agreement for continued maintenance of the individual units and common infrastructure within the development, these plats shall also require a note referencing parking and ADA parking requirements for proposed uses. Parking agreements for shared parking spaces within a parking easement must be shown on the final plat and will be required by the COA following final plat recording. Planning Staff have also modified the signage requirements to restrict individual free-standing signs for each individual use. A common freestanding center sign may be permitted, and wall signage would be allowed for individual units. The Planning Commission approved the revised amendment at their November 24, 2025, meeting.

The revised amendment to Sections 221 and 222 of the Zoning Code would add individual commercial units and commercial cluster units as a Use Permitted on Review subject to standards. Both Section 221 and 222 would be amended to add Section 221.3B and 222.3B as follows:

Attached commercial units and commercial cluster developments on individual lots subject to the following:

1. Submittal to and approval of the Planning Commission of a site plan depicting the location of all proposed structures and improvements.
2. Access to individual parcels shall be provided from internal streets or parking areas constructed to serve a particular development unless otherwise approved by the Planning Commission and confirmed by one or more recorded easements providing access and



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
Community Development Department  
Planning Division

45 E. Broad Street ♦ Cookeville, TN 38501  
931-520-5271 ♦ [www.cookeville-tn.gov](http://www.cookeville-tn.gov)

adequate parking for any use permitted within the zoning district applicable to the property. Standards for access, spacing of structures, and site improvements shall be as for the PCD, Planned Commercial Development, District as specified in Section 224 of this Zoning Code.

3. Minimum lot area requirements for attached commercial units and cluster commercial units of three (3) or more units may be calculated on the overall land area of a particular site provided a restriction is placed on the final subdivision plat prohibiting re-subdivision that would reduce the overall site density.
4. Minimum lot width requirements for attached commercial units and cluster commercial units of three (3) or more units may be reduced upon the approval of the Planning Commission.
5. Minimum front setback requirements for attached commercial units and cluster commercial units of three (3) or more units may be reduced upon the approval of the Planning Commission for internal streets constructed to serve a particular development.
6. The Architectural Design Requirements of Section 208A of this Zoning Code shall apply to attached commercial units and cluster commercial unit developments.
7. The General Sign Regulations of Section 207 of this Zoning Code shall apply to attached commercial units and cluster commercial unit developments. Freestanding signs shall not be permitted for individual units. A common center sign and individual wall signage shall be permitted.
8. Any attached commercial unit or commercial cluster unit development involving a residential component or requesting conversion to residential development must submit a site plan depicting the residential component or conversion and obtain approval from the Planning Commission.
9. Attached commercial unit and cluster commercial unit developments shall be required to submit a Commercial Owner's Association agreement outlining provisions for the continued maintenance of the individual units and all associated common infrastructure.
10. All attached commercial unit and cluster commercial unit plats shall meet required parking requirements and ADA parking requirements for individual uses within the development. Final plats must include a note stating, "Parking requirements are determined by the use of individual units and must meet the requirements of Section 205 of the Zoning Code, as amended from time to time. ADA parking standards must also be met per the requirements of the Building Code."



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
Community Development Department  
Planning Division

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11. Attached commercial unit and cluster commercial unit subdivisions are permitted only for developments designed and constructed to allow subdivision of individual units onto separate lots in accordance with zoning and building code requirements. Commercial unit subdivisions shall be permitted only for new developments obtaining a Certificate of Occupancy on or after January 1, 2026. Each individual commercial unit must have independent plumbing, electrical, and mechanical systems. Individual fire suppression systems are also required where applicable. Units must be separated by firewalls compliant with the applicable building codes in effect at the time of subdivision.

# ORDINANCE NUMBER O25-10-18

AN ORDINANCE TO AMEND THE OFFICIAL ZONING CODE OF THE CITY OF COOKEVILLE, TENNESSEE, AS ADOPTED BY ORDINANCE NO. O01-11-15 ON DECEMBER 20, 2001 AND AS SUBSEQUENTLY AMENDED FOR THE PURPOSE OF ADDING PROVISIONS FOR PERMITTING COMMERCIAL UNITS AND COMMERCIAL CLUSTER DEVELOPMENTS TO BE SUBDIVIDED ON INDIVIDUAL LOTS UPON REVIEW BY THE PLANNING COMMISSION

ORDINANCE NUMBER: O25-10-18  
REQUESTED BY: Planning Commission  
PREPARED BY: Community Development Department, Planning Division  
APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
(City Attorney)

PUBLIC HEARING HELD: \_\_\_\_\_  
PASSED 1<sup>ST</sup> READING: \_\_\_\_\_  
PASSED 2<sup>ND</sup> READING: \_\_\_\_\_  
MINUTE BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

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

**Section 1:** That the Official Zoning Code of the City of Cookeville, Tennessee, as adopted by Ordinance No. O01-11-15 on December 20, 2001, and as subsequently amended, is hereby amended in Section 221, CL Local Commercial, and Section 222, CG General Commercial, adding a new Sections 221.3B and 222.3B, Uses Permitted Upon Review by the Planning Commission to read as follows:

Attached commercial units and commercial cluster developments on individual lots subject to the following:

1. Submittal to and approval of the Planning Commission of a site plan depicting the location of all proposed structures and improvements.
2. Access to individual parcels shall be provided from internal streets or parking areas constructed to serve a particular development unless otherwise approved by the Planning Commission and confirmed by one or more recorded easements providing access and adequate parking for any use permitted within the zoning district applicable to the property. Standards for access, spacing of structures, and site improvements shall be as for the PCD, Planned Commercial Development, District as specified in Section 224 of this Zoning Code.
3. Minimum lot area requirements for attached commercial units and cluster commercial units of three (3) or more units may be calculated on the overall land area of a particular site provided a restriction is placed on the final subdivision plat prohibiting re-subdivision that would reduce the overall site density.
4. Minimum lot width requirements for attached commercial units and cluster commercial units of three (3) or more units may be reduced upon the approval of the Planning Commission.
5. Minimum front setback requirements for attached commercial units and cluster commercial units of three (3) or more units may be reduced upon the approval of

the Planning Commission for internal streets constructed to serve a particular development.

6. The Architectural Design Requirements of Section 208A of this Zoning Code shall apply to attached commercial units and cluster commercial unit developments.
7. The General Sign Regulations of Section 207 of this Zoning Code shall apply to attached commercial units and cluster commercial unit developments. Freestanding signs shall not be permitted for individual units. A common center sign and individual wall signage shall be permitted.
8. Any attached commercial unit or commercial cluster unit development involving a residential component or requesting conversion to residential development must submit a site plan depicting the residential component or conversion and obtain approval from the Planning Commission.
9. Attached commercial unit and cluster commercial unit developments shall be required to submit a Commercial Owner's Association agreement outlining provisions for the continued maintenance of the individual units and all associated common infrastructure.
10. All attached commercial unit and cluster commercial unit plats shall meet required parking requirements and ADA parking requirements for individual uses within the development. Final plats must include a note stating, "Parking requirements are determined by the use of individual units and must meet the requirements of Section 205 of the Zoning Code, as amended from time to time. ADA parking standards must also be met per the requirements of the Building Code."
11. Attached commercial unit and cluster commercial unit subdivisions are permitted only for developments designed and constructed to allow subdivision of individual units onto separate lots in accordance with zoning and building code requirements. Commercial unit subdivisions shall be permitted only for new developments obtaining a Certificate of Occupancy on or after January 1, 2026. Each individual commercial unit must have independent plumbing, electrical, and mechanical systems. Individual fire suppression systems are also required where applicable. Units must be separated by firewalls compliant with the applicable building codes in effect at the time of subdivision.

**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

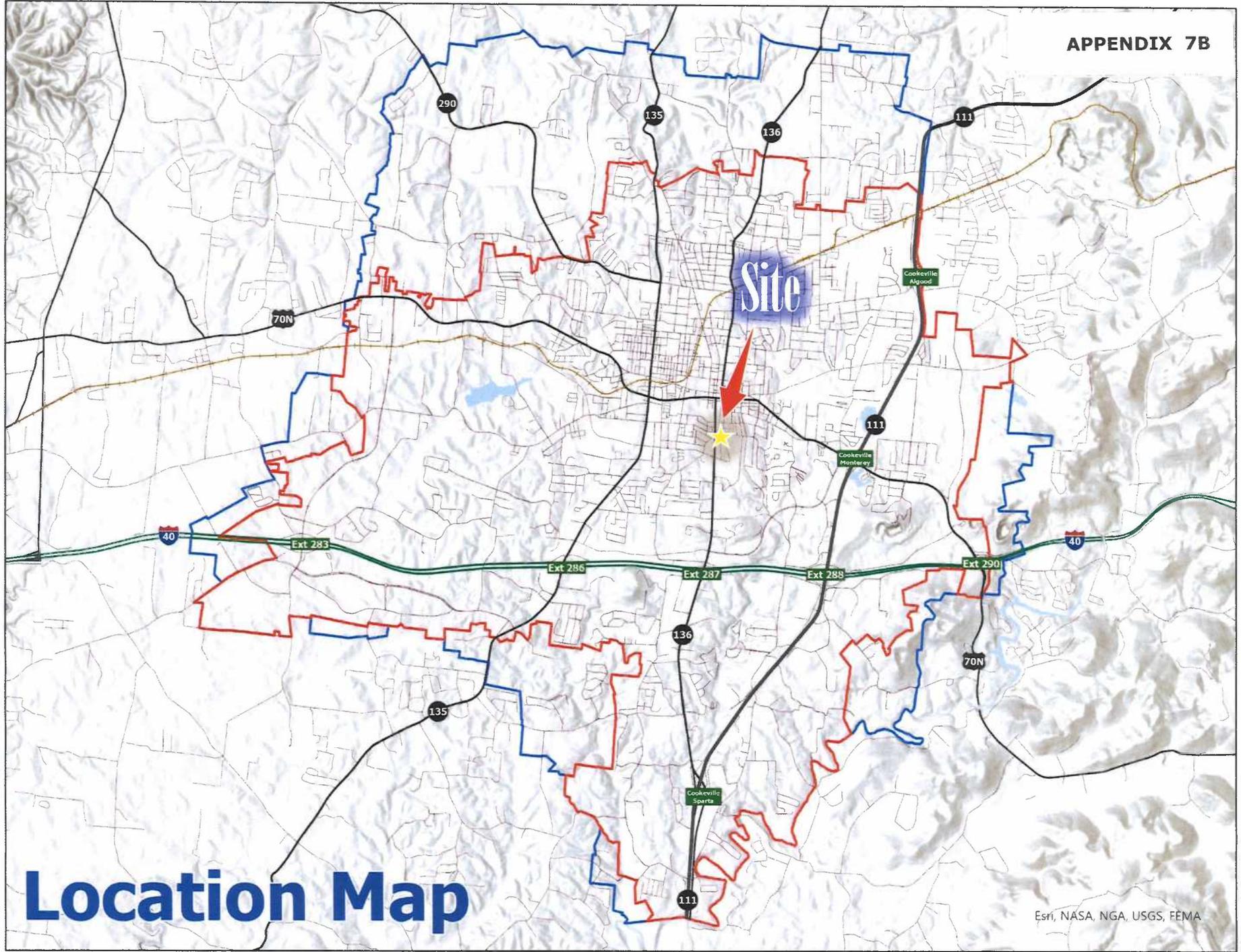
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Laurin Wheaton, Mayor

ATTEST:

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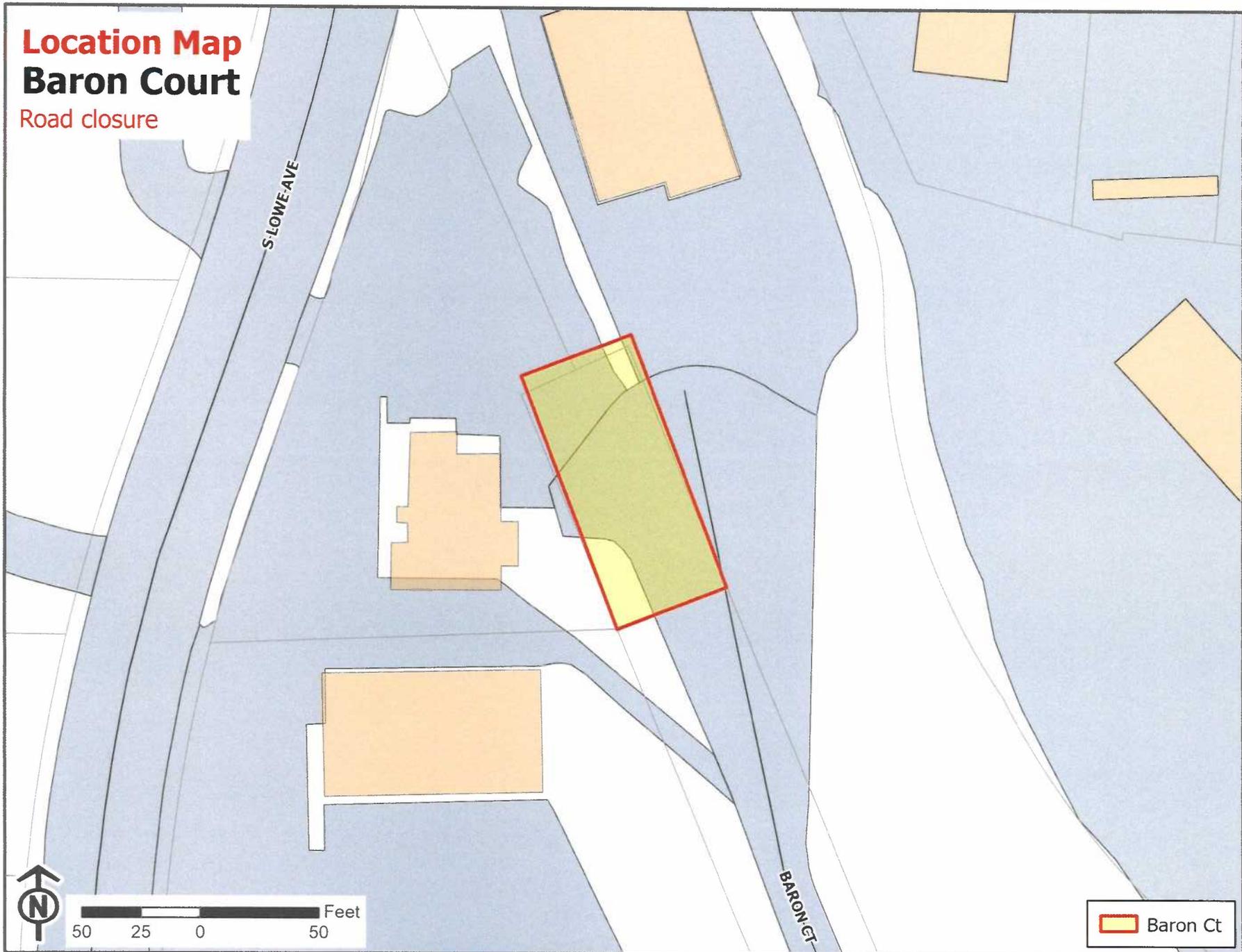
Darian Coons, City Clerk



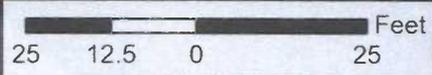
# Location Map

Esri, NASA, NGA, USGS, FEMA

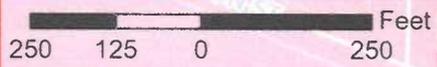
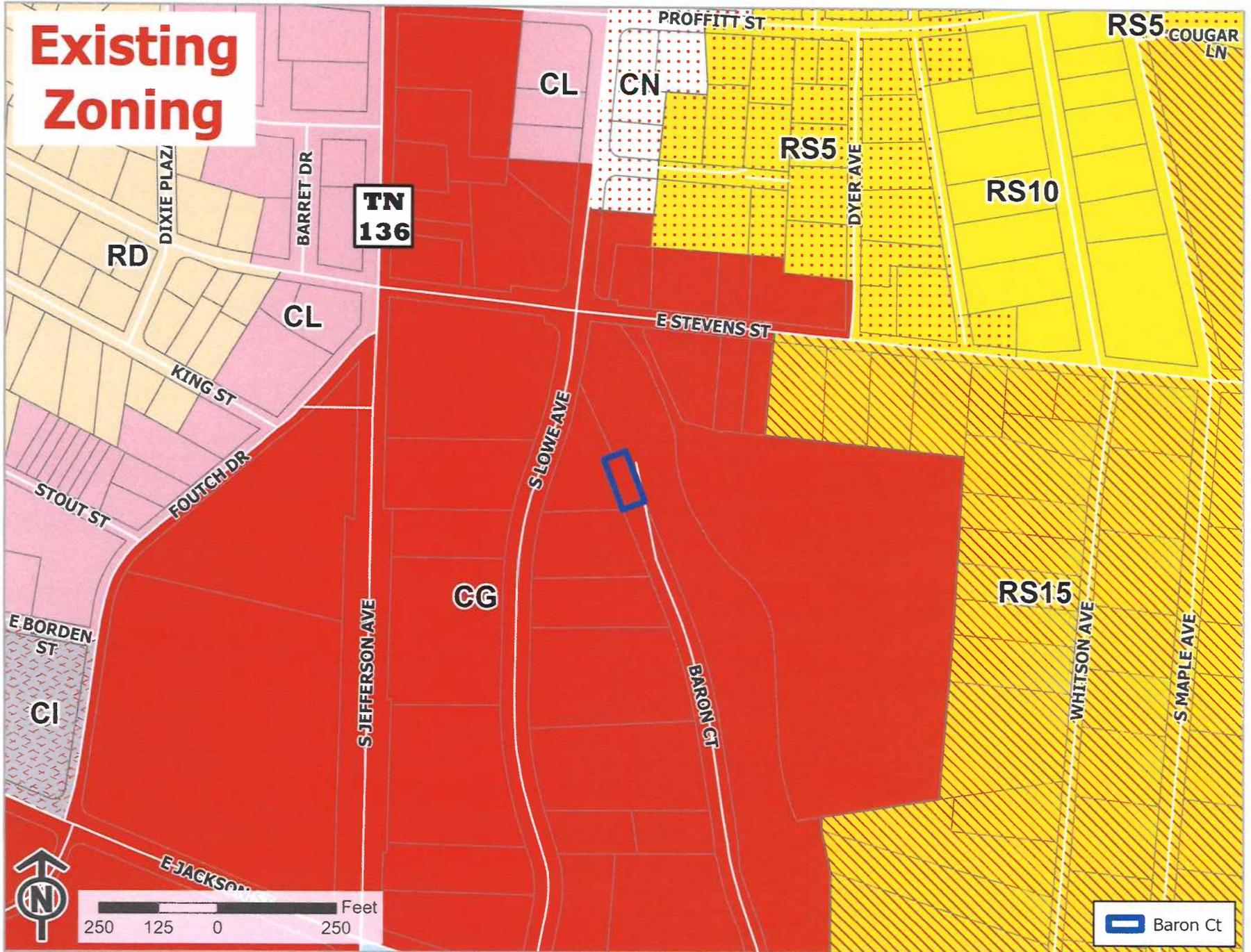
**Location Map**  
**Baron Court**  
Road closure



**Aerial View**  
**Baron Court**



# Existing Zoning



 Baron Ct

**FINAL PLAT**  
Baron Court closure

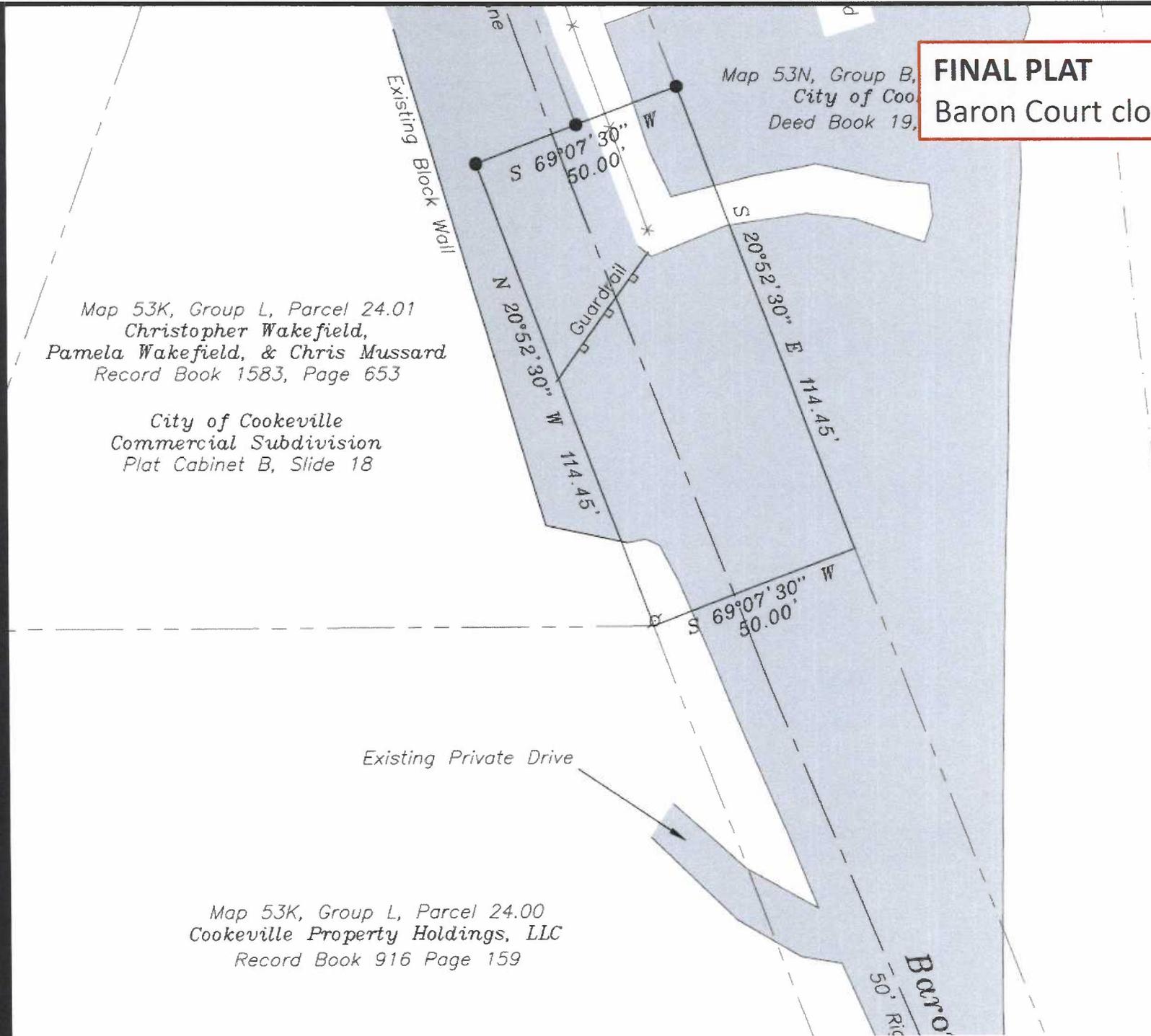
Map 53K, Group L, Parcel 24.01  
Christopher Wakefield,  
Pamela Wakefield, & Chris Mussard  
Record Book 1583, Page 653

City of Cookeville  
Commercial Subdivision  
Plat Cabinet B, Slide 18

Map 53N, Group B,  
City of Cookeville  
Deed Book 19,

Existing Private Drive

Map 53K, Group L, Parcel 24.00  
Cookeville Property Holdings, LLC  
Record Book 916 Page 159

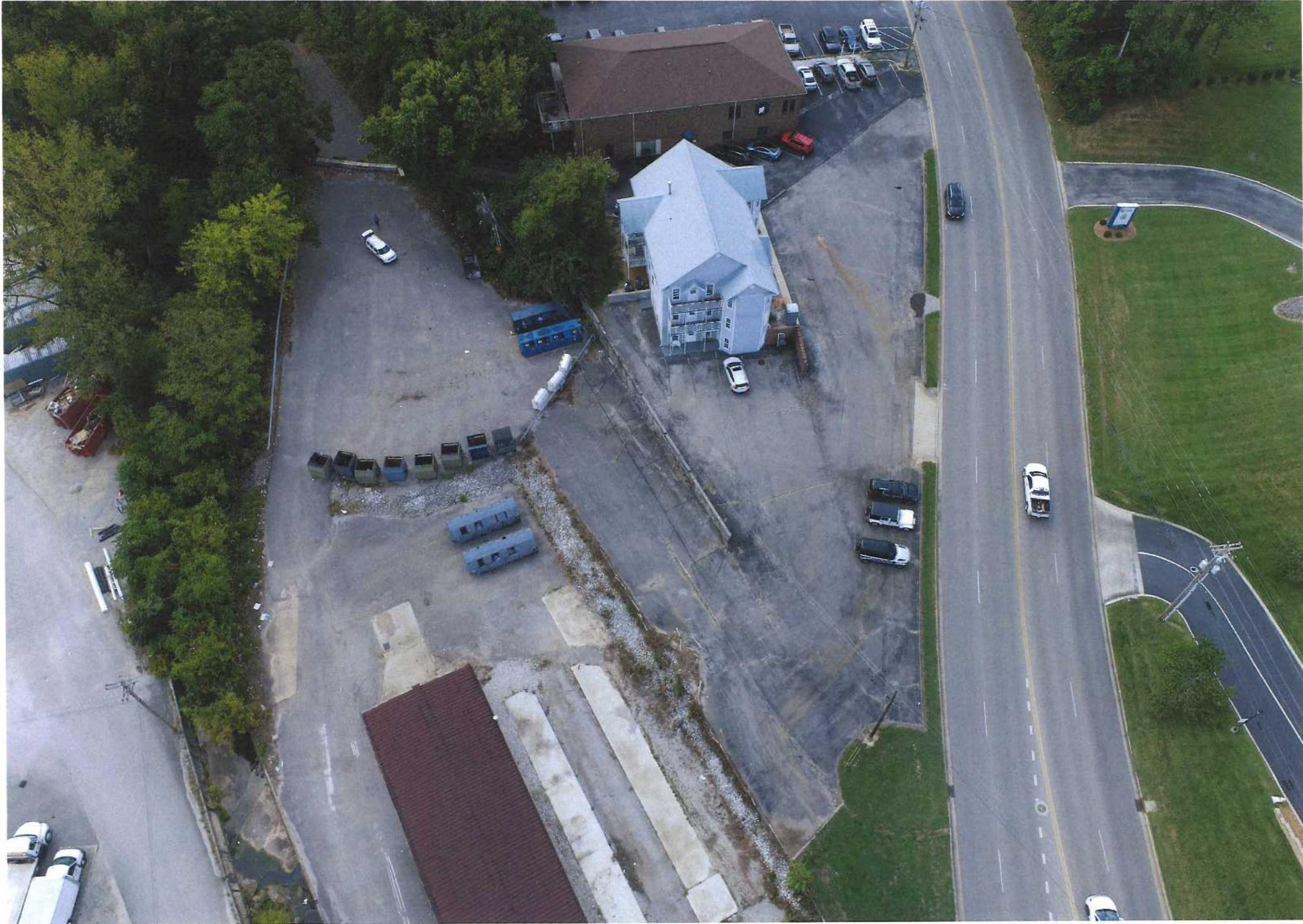


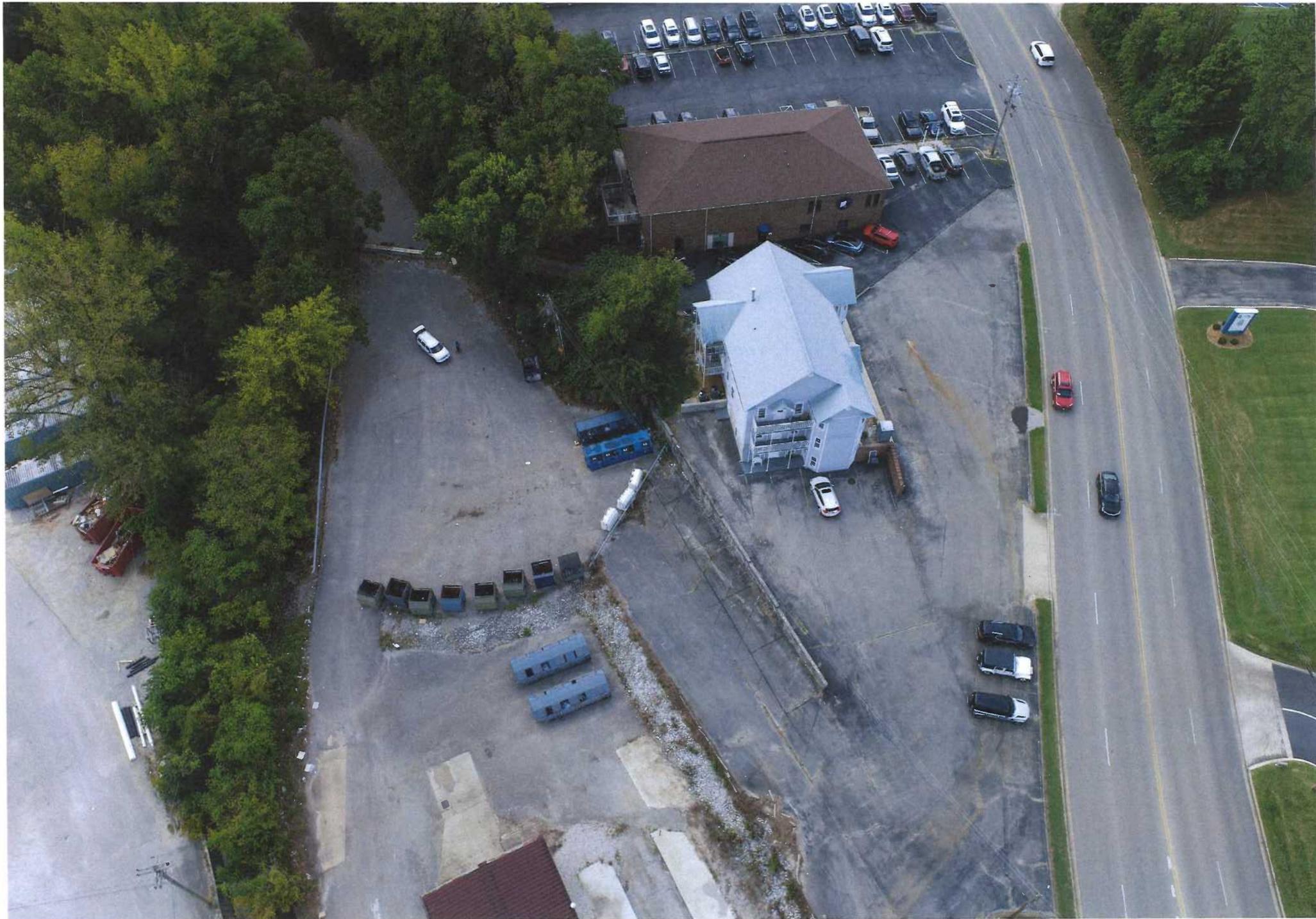












**ORDINANCE NUMBER O25-10-19**

**AN ORDINANCE CLOSING AND  
ABANDONING A PORTION OF  
BARON COURT RIGHT-OF-WAY**

**ORDINANCE NUMBER: O25-10-19  
REQUESTED BY: Planning Commission  
PREPARED BY: Planning Division  
APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
**(City Attorney)**  
**PUBLIC HEARING HELD:** \_\_\_\_\_  
**PASSED 1<sup>ST</sup> READING:** \_\_\_\_\_  
**PASSED 2<sup>ND</sup> READING:** \_\_\_\_\_  
**MINUTE BOOK \_\_\_\_\_, PAGE \_\_\_\_\_**

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

**Section 1:** That a portion of Baron Court, contiguous to Parcels 024.01 on Tax Map 053K, Group L to the west and contiguous with Parcel 019.00 on Tax Map 053N, Group B to the east is hereby closed and abandoned. The portion of right-of-way hereby closed and abandoned is to be combined with property owned by the City of Cookeville to the east further identified as Parcel 019.00 on Tax Map 053N, Group B, and is depicted on the attached Exhibit 1 and is described as follows:

Being the northerly 114.45 feet of the existing Baron Circle 50' right of way, and being more particularly described as follows:

Beginning at a PK Nail (old) in asphalt, being the northeast corner of the existing Baron Circle right of way, and lying in the westerly property line of the City of Cookeville of Record in Deed Book 19, Page 81, being the southeast corner of The City of Cookeville of Record in Record Book 1610, Page 553, and the northeast corner of the herein described tract; thence,

Along the easterly right of way line of Baron Circle and the westerly line of The City of Cookeville, South 20°52'30" East, 114.45 feet to a point, being the southeast corner of the herein described tract; thence,

With a severance line through the existing Baron Circle right of way, South 69°07'30" West, 50.00 feet to a point lying in the westerly right of way line of Baron Circle, being the common easterly corner of Cookeville Property Holdings, LLC of record in Record Book 916, Page 159, and of Christopher Wakefield, of record in Record Book 1583, Page 653, and being the southwest corner of the herein described tract; thence,

Along the existing westerly right of way line of Baron Circle and the Easterly line of Christopher Wakefield, of record in Record Book 1583, Page 653, North 20°52'30" West, 114.45 feet to a PK Nail (old) in asphalt lying in the existing northerly right of way line of Baron Circle, being the southwest corner of Christopher

Wakefield of Record in Record Book 1610, Page 549 and the northwest corner of the herein described tract; thence,  
Along the northerly right of way line of Baron Circle and the southerly line of Christopher Wakefield of Record in Record Book 1610, Page 549 and The City of Cookeville of Record in Record Book 1610, Page 553, North 69°07'30" East, 50.00 feet to the point of beginning, containing 0.131 acres, more or less, according to the above-described courses and distances.

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

THE CITY OF COOKEVILLE, TENNESSEE

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Laurin Wheaton, Mayor

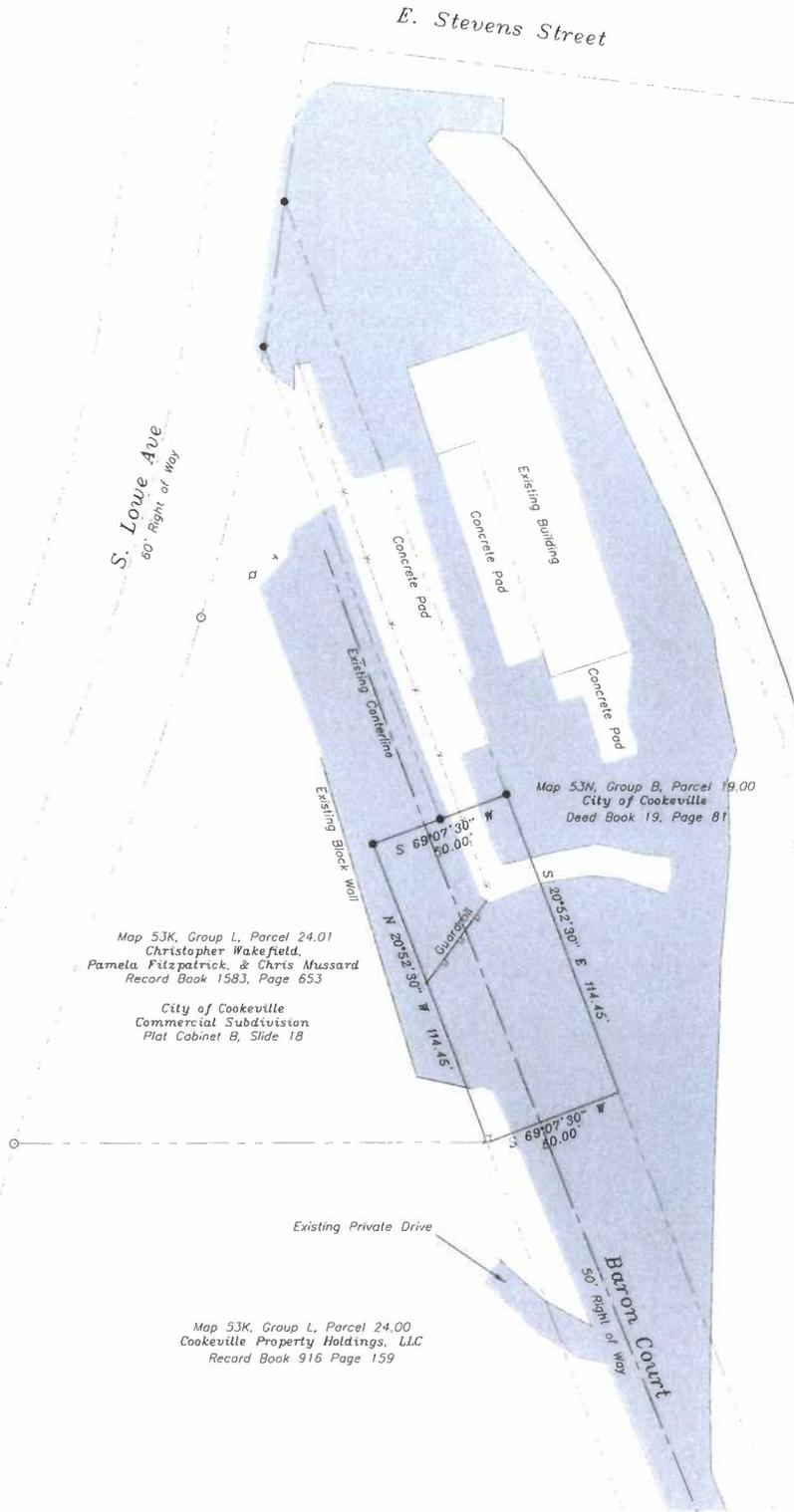
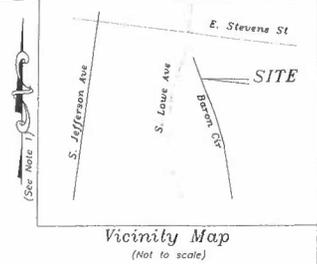
ATTEST:

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Darian Coons, City Clerk

**Exhibit 1**  
**O25-10-19**

Northerly Portion of Baron Circle  
Right of Way to be Closed  
Area = 0.131 Acres±



**Boundary Note:**  
This is not a Boundary Survey, all boundary information has been taken from Deeds, Plats, and other sources as recorded in the Register's Office for Pulnam County, Tennessee and compiled together with field located information.

**LEGEND**

- PK NAIL (NEW)
- 1/2" REBAR (OLD)
- ⊙ POWER POLE
- ROW RIGHT OF WAY
- X- FENCE LINE
- ASPHALT AREA



Exhibit Map of the  
**Northerly Portion of Baron Circle**  
**Right of Way Closing**

Exhibit Prepared for: The City of Cookeville 45 E. Broad Street Cookeville, TN 38501	Surveyor: City of Cookeville Public Works Michael Natherton R.L.S. #2484 1115 E. Spring St. Cookeville, TN 38501 (931) 520-5295
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EXHIBIT COMPLETED: November 11, 2025  
SURVEY COMPLETED: March 20, 2025  
SCALE: 1"=30'

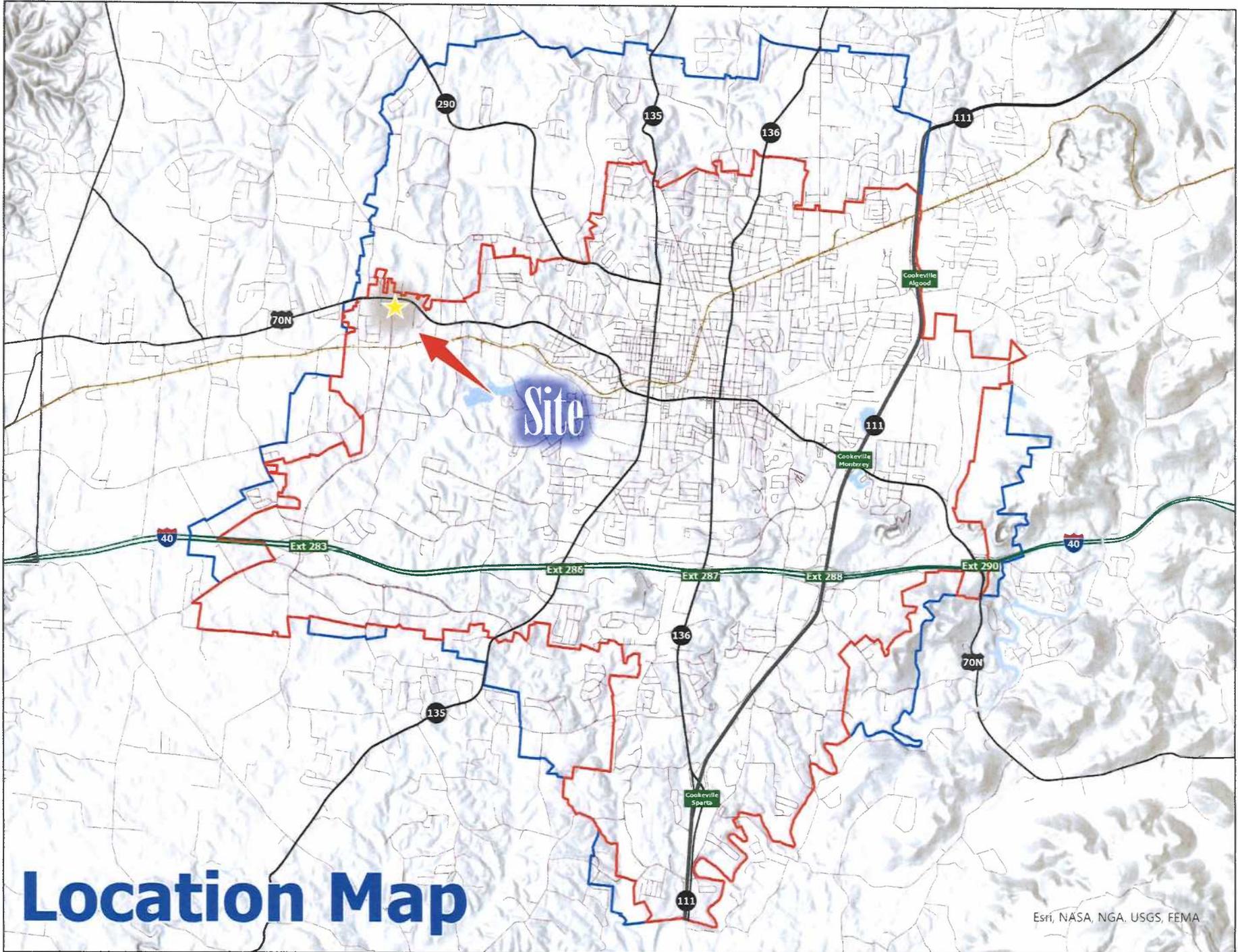
7C

Community Development Department  
Planning Division

Consider on second and final reading  
**Ordinance #O25-08-13**, rezoning property  
located at 2034 West Broad Street (Portion of  
Tax Map 039, Parcel 205.00) from  
CI, “Commercial-Industrial Mixed Use”  
to CL, “Local Commercial”.

\*Note: The petitioner has requested to withdraw this item

Sponsor – Jon Ward

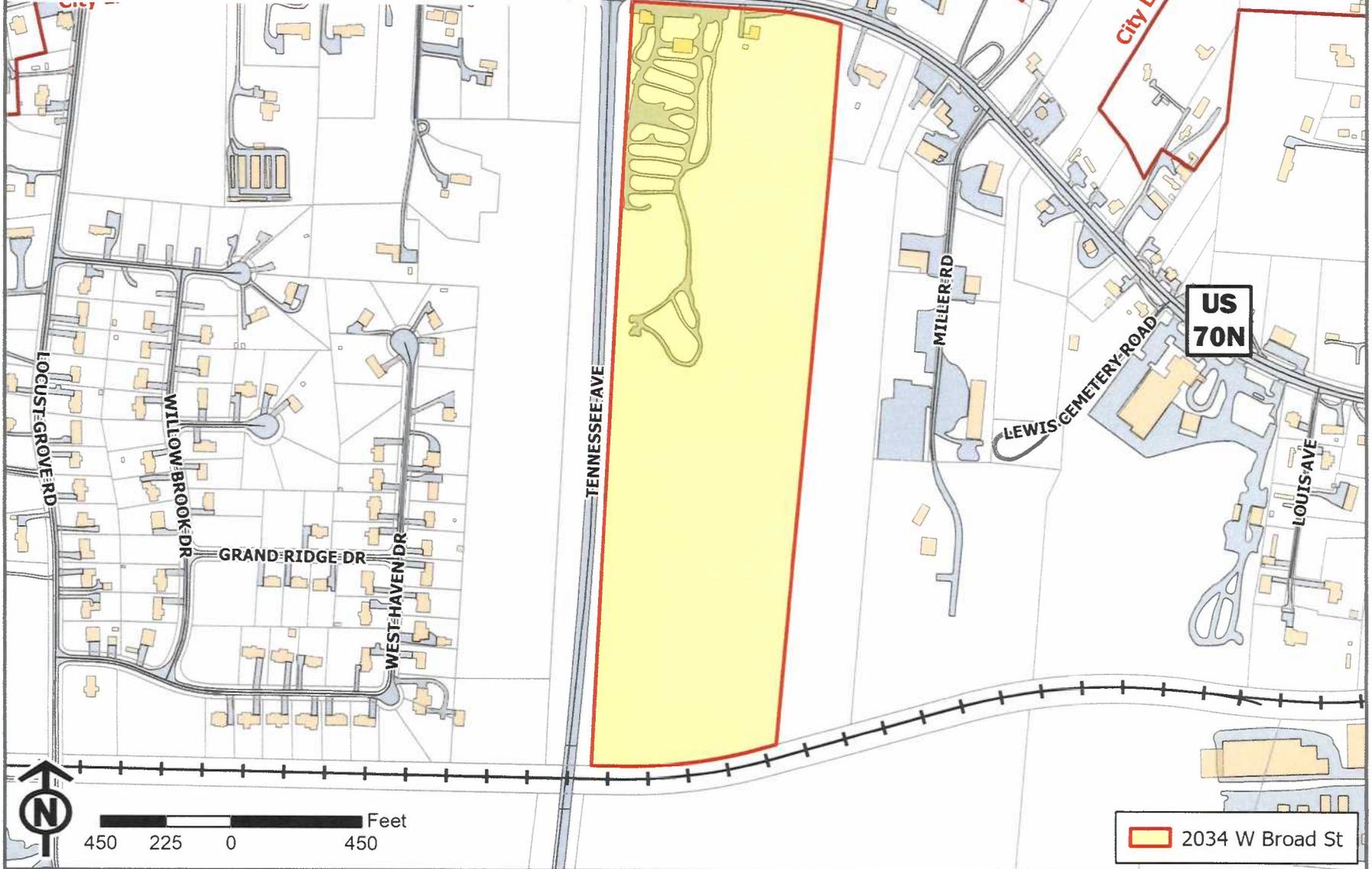


# Location Map

# Location Map

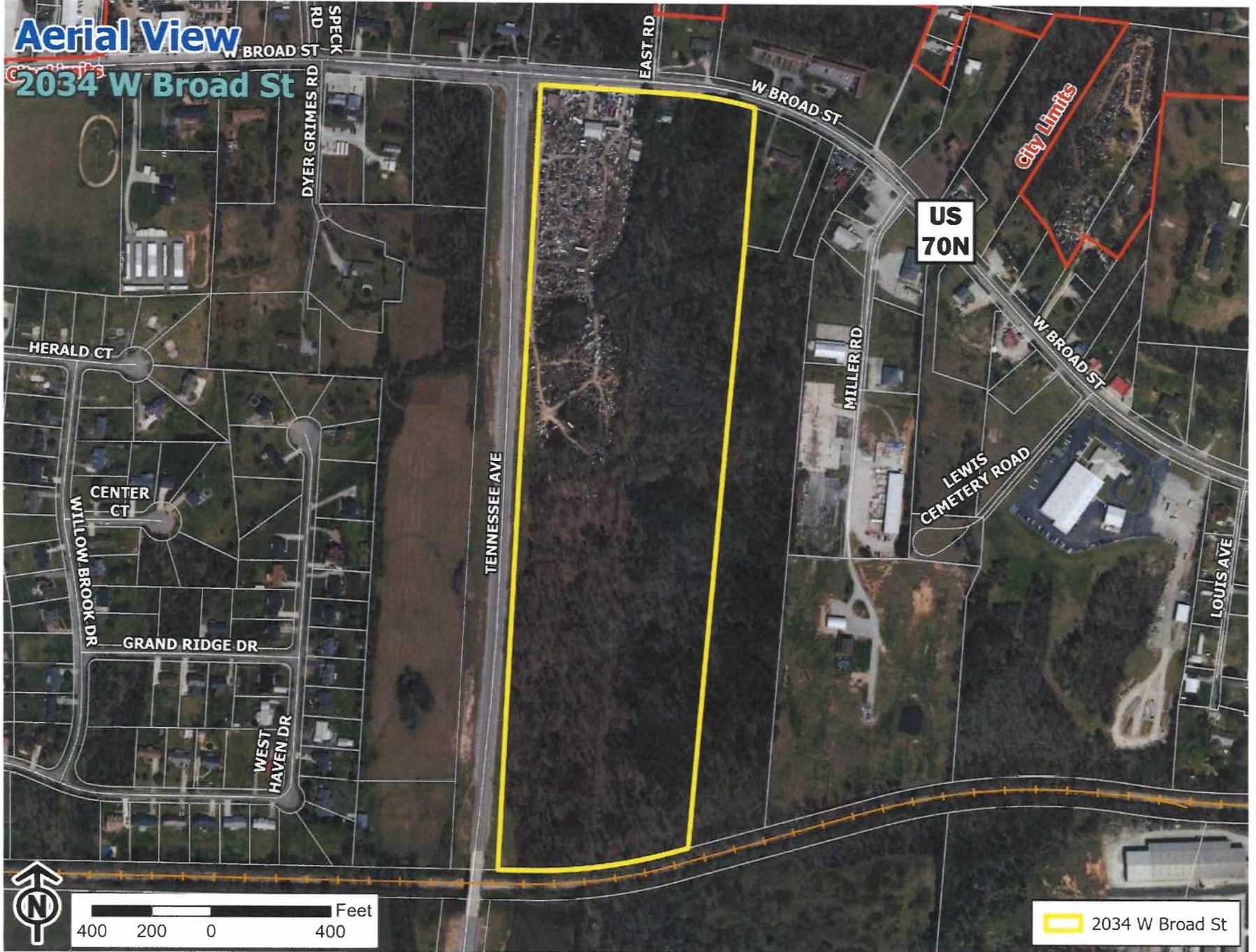
## 2034 W Broad Street

Rezoning portion of parcel from CI (Commercial-Industrial Mixed-Use) to CL (Local Commercial)

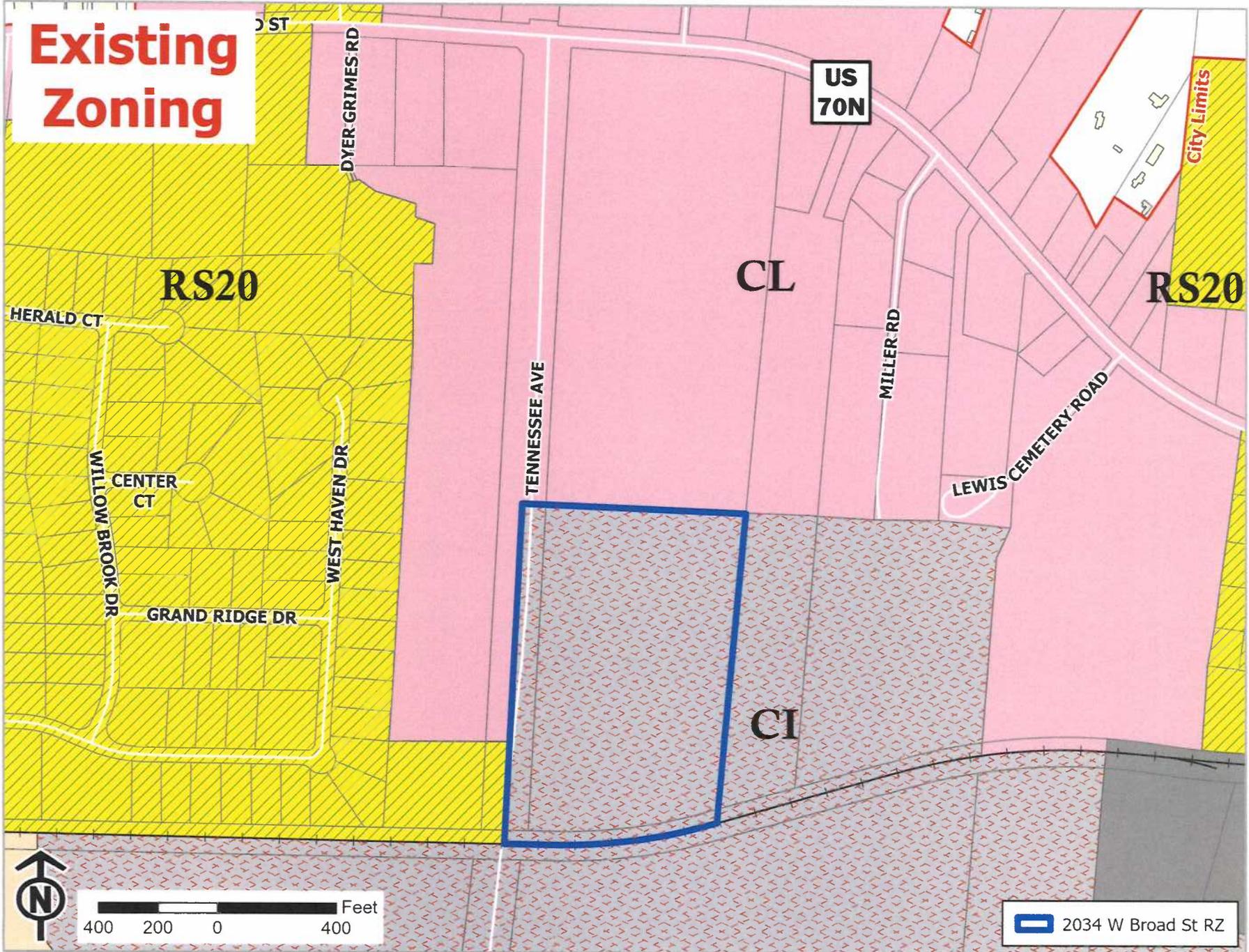


# Aerial View

## 2034 W Broad St

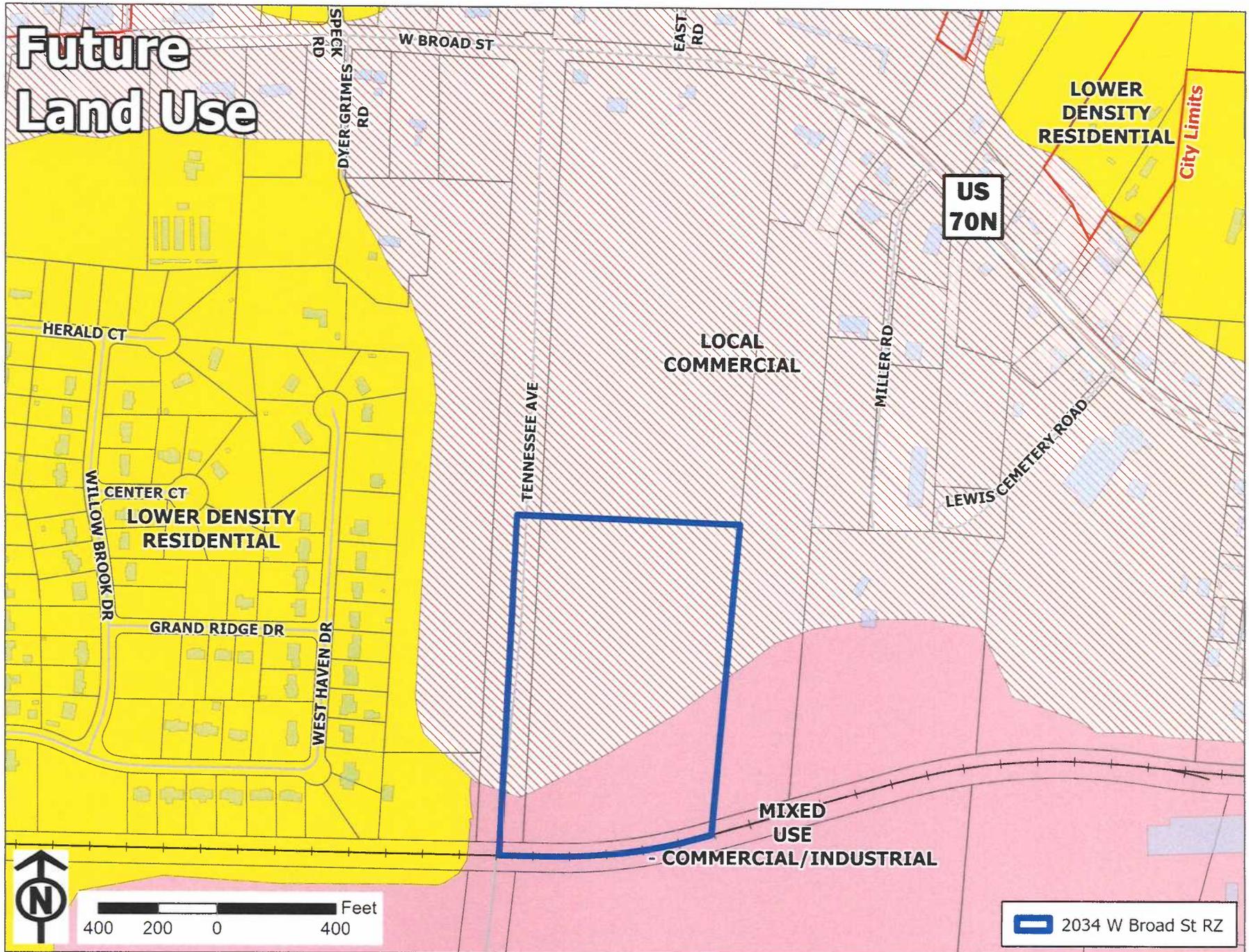


# Existing Zoning



 2034 W Broad St RZ

# Future Land Use



## Gresham Smith

# Professional Services Agreement

- Three-year agreement.
- Allows City Departments the ability to use Gresham Smith for engineering services.
- Task Order will be approved for each project.
- Agreement does not obligate the city to use Gresham Smith.

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES  
TASK ORDER--UTILITY EDITION**

**THIS AGREEMENT** is effective as of January 7, 2026 (Effective Date) between CITY OF COOKEVILLE (Owner) and **GRESHAM SMITH** (Engineer). From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. Owner and Engineer further agree as follows:

**ARTICLE 1 – ENGINEER’S SERVICES AND SCHEDULE**

**1.01 Services:** ENGINEER’s services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Attachment 1. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders. Engineer shall not be obligated to perform any prospective of the Specific Project until Owner and Engineer agree as to the particulars of the Specific Project, Engineer’s Services, Engineer’s Compensation and all other appropriate matters. Owner and Engineer shall agree on the scope, time for performance and basis of Compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Engineer will commence performance as set forth in the Task Order.

**1.02 Term**

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of this Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

**1.03 Schedule**

A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**1.03 Suspension of a Specific Project**

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER’s services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER’s services are delayed or suspended by OWNER, or if ENGINEER’s services are extended by Contractor’s actions or inactions for more than 90 cumulative days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**2.01 Owner shall:**

A. Provide ENGINEER with OWNER’s requirements, criteria and information for the Project; furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications; and furnish copies of OWNER’s standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable; and furnish any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the site.

B. Furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services and arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property for ENGINEER to perform services.

C. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any Constituent of Concern or of any other development that affects the scope or time of performance of ENGINEER’s services, or any defect or nonconformance in ENGINEER’s services or in the work of any contractor.

D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.

E. Provide all necessary information, property description, property location, property surveys, reviews, approvals, permits, services, materials, record drawings, specifications and data as necessary for the orderly progress of ENGINEER’s services and the completion of the Project.

F. Advise ENGINEER of the identity and scope of services of independent consultants and testing laboratories who will perform services, inspections, tests and approvals of samples, materials and equipment and have been employed by OWNER; and coordinate the services of such consultants with those services provided by ENGINEER; provide ENGINEER with findings and reports generated by these independent consultants..

G. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may assist OWNER in collating the various cost categories which comprise Total Project Costs.

H. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

I. Inform ENGINEER in writing of any specific requirements of safety or security programs that are applicable to ENGINEER, as a visitor to the Site.

### **ARTICLE 3 – ENGINEER'S COMPENSATION**

**3.01 Methods of Payment for Services and Reimbursable Expenses** - OWNER shall pay ENGINEER for Basic Services as set forth in the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. No reimbursable expense over \$1,500.00 shall be paid without Owner's prior approval..

#### **3.02 Compensation and Invoicing**

A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed.

B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If ENGINEER has not been paid within 60 days of invoice receipt, then ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination. In the event of:

1. any termination, ENGINEER will be entitled to invoice and be paid by OWNER in accordance with Attachment I for all services performed and all Reimbursable Expenses incurred through the effective date of termination.

2. by OWNER for convenience or by ENGINEER for cause, ENGINEER shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly

attributable to termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Attachment I.

### **ARTICLE 4 - OPINIONS OF COST**

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER's experience, qualifications and general familiarity with the construction industry. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER requires greater assurance as to probable construction cost, OWNER must employ an independent cost estimator.

### **ARTICLE 5 - GENERAL CONSIDERATIONS**

#### **5.01 Standards of Performance**

A. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement and any Task Order will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances, time and location. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services. Subject to the foregoing standard of care, ENGINEER and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards

B. Technical Accuracy. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER's services. ENGINEER shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in OWNER-furnished information.

C. Consultants. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

D. Right to rely. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such documentation in performing or furnishing services under this Agreement.

E. Compliance with Laws and Regulations. ENGINEER and OWNER shall comply with applicable laws or regulations. ENGINEER shall comply with OWNER-mandated standards, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements. This Agreement and any Task Order executed hereunder is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

G. Certifications. ENGINEER shall not be required to sign any documents that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. Contractor's Means and Methods. ENGINEER shall not at any time supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction elected or used by any contractor, or the safety precautions incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

I. Contractor's Performance and Actions. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. ENGINEER shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their employees or of any other persons (except ENGINEER's own agents, employees, and consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by ENGINEER.

J. Site Safety. While at the Site, ENGINEER's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which ENGINEER has been informed in writing.

**5.02 Authorized Project Representatives** – ENGINEER and OWNER shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement and each Task Order. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a Project on behalf of each respective party so as to not delay ENGINEER's services.

**5.03 Design Without Construction Phase Services** - ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in the applicable Task Order. ENGINEER shall have no and OWNER shall not expect ENGINEER to have design, shop drawing review, or other obligations during construction, including, but not limited to, construction phase engineering or professional services except for those services that are expressly required in the applicable Task Order, which services will be considered completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Task Order.

**5.04 Use of Documents**

A. A. All Documents are instruments of service in respect to this Project, and ENGINEER and its consultants shall retain an ownership and property interest therein (including copyright and right of reuse) whether or not the Project is completed. OWNER shall have a limited license to use the documents on the Project, extensions of the Project and for related uses of the OWNER, subject to receipt by ENGINEER of full payment due and owing for all Services and Additional Services relating to the preparation of the documents and subject to the following limitations:

1. OWNER acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER;

2. OWNER acknowledges that any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to its officers, directors, members, partners, agents, employees, and consultants;

3. OWNER accepts liability and responsibility for modifications, use or reuse for a purpose other than the intended project, or completion of ENGINEER'S documents which were incomplete upon termination of the Task Order, Project, or this Agreement

4. Such limited license to OWNER shall not create any rights in third parties.

B. OWNER and ENGINEER shall transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website (Newforma-Infoexchange, which is the basis for the ENGINEER's fee), in accordance with a mutually agreeable protocol, to which ENGINEER shall provide OWNER and Contractor access. Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed

by the ENGINEER or its consultants. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER are only for convenience. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **5.05 Insurance**

A. ENGINEER shall maintain insurance coverage as follows:

1. WORKERS' COMPENSATION insurance in amounts required by state law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident/each disease/policy limit on disease.
2. COMMERCIAL GENERAL LIABILITY insurance with \$2,000,000 per occurrence, \$4,000,000 aggregate.
3. COMMERCIAL AUTOMOBILE LIABILITY insurance with \$2,000,000 combined single limit.
4. PROFESSIONAL LIABILITY insurance with \$2,000,000 each claim and \$2,000,000 annual aggregate.

B. ENGINEER shall cause OWNER to be listed as an additional insured on ENGINEER's Commercial General and Automobile Liability Insurance. ENGINEER shall provide Certificates of Insurance evidencing coverage and additional insureds designation as applicable prior to commencement of services.

C. OWNER shall cause ENGINEER and its Consultants to be listed as additional insureds on the general liability policies and as loss payees on the property insurance policies carried by OWNER which are applicable to the Project and shall deliver Certificates of Insurance evidencing coverage and additional insureds designation to ENGINEER.

D. OWNER shall require Contractor to purchase and maintain general liability insurance and other insurance as specified in the Contract Documents and to cause ENGINEER and its consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

E. All policies of property insurance relating to the Project shall contain provisions to the effect that ENGINEER's and its consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against ENGINEER or its consultants, or any insureds, additional insureds, or loss payees thereunder.

#### **5.06 Suspension and Termination**

A. Suspension:

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.

2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer.

B. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if OWNER demands that ENGINEER furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by OWNER effective upon ENGINEER's receipt of notice from OWNER.

C. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### **5.07 Intentionally Omitted**

**5.08 Controlling Law.** This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

**5.09 Claims and Dispute Resolution.** For all conflicts arising out of this Agreement or the Project, OWNER and ENGINEER agree to negotiate disputes between them in good faith for a period of 30 days after notice. If

negotiations are unsuccessful in resolving the dispute, then the dispute shall be decided in the Chancery Court of Putnam County, Tennessee, as the sole and exclusive venue and jurisdiction for the resolution of any said claims. The parties may voluntarily agree to a non-binding mediation in Cookeville, Putnam County, Tennessee, to resolve any dispute prior to litigation, but are not obligated to do so. Each party shall be responsible for its own fees and costs.

**5.10 Environmental Condition of Site (with respect to each Task Order and Specific Project as it may occur):**

The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement if it is not practical to continue providing Services.

**5.11 Allocation of Risks**

A. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project Task Order, and (2) **agree that Engineer's total liability to Owner under a specific Task Order of this Agreement shall be limited to \$500,000 or the total amount of compensation received by Engineer for that Task Order whichever is greater.** Under no circumstances shall a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent contributor, exceed the percentage share that the party's negligence bears to the total negligence of all negligent contributors.

B. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the OWNER; then the OWNER will pay for this entire item just as if it had been included in the original Contract Documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the ENGINEER will pay the premium cost to have this item corrected or included, while the OWNER will pay the value of the item as if it had been included in the original Contract Documents. If such premium cost falls within two percent (2%) of the defined

construction cost, then such cost shall be the responsibility of the OWNER.

**5.12 Successors, Assigns and Beneficiaries**

A. The OWNER and ENGINEER, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement.

B. Neither the OWNER nor ENGINEER shall assign this Agreement without the written consent of the other.

C. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or ENGINEER.

**5.13 Miscellaneous Provisions**

A. Notices. Notices will be in writing,, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. Survival and Severability. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Should any provisions of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed void and all remaining provisions shall continue in force. Further, such provision so determined shall be amended by the parties hereto so as to make it valid, legal and enforceable, but keeping it close to the original meaning as possible.

C. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

D. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement or any Task Order hereunder shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the specific project.

E. Applicability to Task Orders: The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

F. ENGINEER's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange

Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

G. Force Majeure: The Engineer shall not be liable for failure to perform its services under this Agreement or meet any schedule of performance of services to the extent that any delay or impediment arises from reasonably unforeseeable causes beyond the reasonable control of the Engineer. Examples of such causes include acts of God or of the public enemy, acts of the Owner or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, and unusually severe weather. The Engineer and its consultants shall not be required to perform any services that would require or may result in exposure of their employees to hazardous or unsafe conditions.

**5.14 Special Provisions** - Listed as follows or None as stated below:

None

**5.15 Definitions** - Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

A. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

B. Agreement – This written contract for professional services between Owner and Engineer Task Order Edition, including all attachments and exhibits identified in Paragraph 8.01 and any duly executed Task Order or amendment.

C. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.

D. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.

E. Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing

services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit A of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

F. Constituent of Concern – Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

G. Contract Documents – Those items so designated in the construction contract, including the drawings, specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the construction contract are Contract Documents. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

H. Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to a Task Order.

I. Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. Duties and responsibilities of the Resident Project Representative that may be included in a Task Order.

J. Specific Project – An undertaking of Owner as set forth in a Task Order.

K. Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all

or part of the Work refer to Substantial Completion thereof.

L. Task Order – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer’s compensation, times for performance of services and other relevant information for a Specific Project.

**ARTICLE 6 – EXHIBITS AND FINAL AGREEMENT PROVISIONS**

**6.01** The Attachments and Exhibits to this Agreement include:

Attachment 1 – Task Order (Form – Including Basic and Additional Services)

Exhibit A – Amendment to Task Order (Form)

Exhibit B – Resident Project Representative Duties, Responsibilities and Limitations

**7.02 Engineer’s Certifications**

ENGINEER certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in

executing the Agreement. For the purposes of this Paragraph 7.02: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution; "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of OWNER, or (b) to deprive OWNER of the benefits of free and open competition; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**7.03 Total Agreement** - This Agreement (together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified or canceled by written instrument signed by both parties.

**IN WITNESS WHEREOF**, OWNER and ENGINEER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written herein.

<b>OWNER: CITY OF COOKEVILLE</b>	Designated Representative (6.02)
By: _____	Name: _____
Title: _____	Title: _____
Date: _____	Phone: _____
	Email: _____

Address for Giving Notices: \_\_\_\_\_  
\_\_\_\_\_

<b>ENGINEER: GRESHAM SMITH</b>	Designated Representative (6.02)
By: _____	Name: Greg Poston, P.E.
Title: Principal	Title: Broadband & Electric Discipline Leader
Date: _____	Phone: 615-770-8544
	Email: greg.poston@greshamsmith.com

Address for Giving Notices: 222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

**BAXTER WATER**  
**CONTRACT AMENDMENT**

**THIS AMENDMENT LEAVES ALL**  
**CURRENT CONDITIONS IN PLACE**  
**AND EXTENDS THE EXPIRATION**  
**DATE BY 20 YEARS.**

**AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF COOKEVILLE  
AND THE TOWN OF BAXTER, TENNESSEE  
FOR THE SALE OF POTABLE WATER**

**WHEREAS**, the City of Cookeville and the Town of Baxter entered into an original contract dated April 5, 1973 with respect to the sale of water; and

**WHEREAS**, there is a separate contract between the City of Cookeville and the Town of Baxter dated September 22, 1976 and there is an amendment to the contract between the City of Cookeville and the Town of Baxter for the sale of water dated July 29, 2005; and

**WHEREAS**, the City of Cookeville and the Town of Baxter wish to renew these contracts for twenty (20) years, through July 29, 2045;

**NOW THEREFORE**, by resolution of the Mayor and Board of Alderman of the Town of Baxter and the approval of the City Council of the City of Cookeville, the agreements dated April 5, 1973 and September 22, 1976 are hereby extended to July 29, 2045. All of the other terms and conditions contained in the contracts, copies of which are attached hereto, continue in full force and effect unless amended by the parties during this term.

**IN WITNESS WHEREOF**, the parties hereto, acting under the authority of the respective governing bodies have caused this amendment to contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
WATER QUALITY CONTROL

## MEMORANDUM

To: City Council  
City Manager

From: <sup>BKT</sup> Barry Turner, Director

Date: January 8, 2026

Re: Consider Amendment to the City of Baxter Water Contract (Contract Extension)

During the next Council meeting I will be seeking authorization for the City Manager to execute a contract amendment extending the water contract with the City of Baxter to July 29, 2045. All other provisions are unchanged.

Feel free to call me or email me at [bturner@cookeville-tn.org](mailto:bturner@cookeville-tn.org) with any questions.

**AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF COOKEVILLE  
AND THE TOWN OF BAXTER, TENNESSEE  
FOR THE SALE OF POTABLE WATER**

**WHEREAS**, the City of Cookeville and the Town of Baxter entered into an original contract dated April 5, 1973 with respect to the sale of water; and

**WHEREAS**, there is a separate contract between the City of Cookeville and the Town of Baxter dated September 22, 1976 and there is an amendment to the contract between the City of Cookeville and the Town of Baxter for the sale of water dated July 29, 2005; and

**WHEREAS**, the City of Cookeville and the Town of Baxter wish to renew these contracts for twenty (20) years, through July 29, 2045;

**NOW THEREFORE**, by resolution of the Mayor and Board of Alderman of the Town of Baxter and the approval of the City Council of the City of Cookeville, the agreements dated April 5, 1973 and September 22, 1976 are hereby extended to July 29, 2045. All of the other terms and conditions contained in the contracts, copies of which are attached hereto, continue in full force and effect unless amended by the parties during this term.

**IN WITNESS WHEREOF**, the parties hereto, acting under the authority of the respective governing bodies have caused this amendment to contract to be executed this 6<sup>th</sup> day of November, 2025.

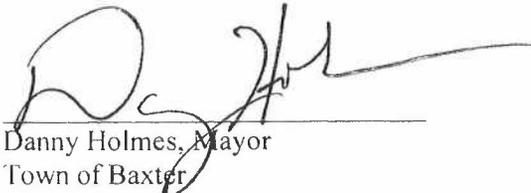
ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Laurin Wheaton, Mayor  
City of Cookeville, Tennessee

ATTEST:

Sharon Carile  
\_\_\_\_\_  
City Recorder

  
\_\_\_\_\_  
Danny Holmes, Mayor  
Town of Baxter

Approved:

RURAL DEVELOPMENT-USDA

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Water Plant Generator Construction Project

Change Order #1  
Adds \$41,598.00

Adds the Contractor Furnishing 1,740' OF 4/0 Copper Conductor that was not included in their scope of work.

Originally, the City was going to furnish all Large Conductors, but we only purchased the Aluminum Conductors.

Changes the Construction Contract Amount from \$1,809,000 to \$1,850,598



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
WATER QUALITY CONTROL

### MEMORANDUM

To: City Council  
City Manager

From: Barry Turner, Director <sup>BKT</sup>

Date: January 8, 2026

Re: Consider authorizing the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project

During the next City Council meeting I will be seeking City Council authorization for the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project. The original contract was awarded to W & O Construction on June 5, 2026, for \$1,809,000.00. This adds the furnishing of 1,740' of 4/0 Copper wire that was shown on the plans, to be furnished by the City, but was not included in the items that we purchased independent of this contract. With the approval process through TDEC's grant management system, it is simpler to do this change order than for the City to purchase it. This change order adds \$41,598.00, which will make the new contract price \$1,850,598.

Feel free to call me or email me at [bturner@cookeville-tn.gov](mailto:bturner@cookeville-tn.gov) with any questions.



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
WATER QUALITY CONTROL

## MEMORANDUM

To: City Council  
City Manager

From: Barry Turner, <sup>BKT</sup> Director

Date: January 8, 2026

Re: Consider authorizing the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project

During the next City Council meeting I will be seeking City Council authorization for the City Manager to execute Change Order #1 for the Water Treatment Plant Generator Construction Project. The original contract was awarded to W & O Construction on June 5, 2026, for \$1,809,000.00. This adds the furnishing of 1,740' of 4/0 Copper wire that was shown on the plans, to be furnished by the City, but was not included in the items that we purchased independent of this contract. With the approval process through TDEC's grant management system, it is simpler to do this change order than for the City to purchase it. This change order adds \$41,598.00, which will make the new contract price \$1,850,598.

Feel free to call me or email me at [bturner@cookeville-tn.gov](mailto:bturner@cookeville-tn.gov) with any questions.

CHANGE ORDER

Order No. 1  
Date: January 1, 2026  
Agreement Date: June 20, 2025

NAME OF PROJECT: Cookeville Water Treatment Plant  
Construction of Standby Generator Project  
OWNER: City of Cookeville, Department of Water Quality Control  
CONTRACTOR: W & O Construction Company, Inc.

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$1,809,000.00  
Current Contract Price adjusted by previous Change Order \$ N/A  
The Contract Price due to this Change Order will be  
increased/decreased by: \$ 41,598.00  
The new Contract Price including this Change Order will be \$1,850,598.00

Change to Contract Time

The Contract Time will be increased/decreased by 0 calendar days.  
The date for completion of all work will be February 21, 2026 (date).

Justification

W&O will provide 1,740LF of 4/0 copper cable.

Approvals Required

Accepted by: [Signature] W&O Construction Company, Inc.  
Recommended by: [Signature] CTI Engineers, Inc.  
Ordered by: \_\_\_\_\_ City of Cookeville

# Water Plant Generator Project

Request to Pay UCEMC to Remove Abandoned Poles and Wires Removed from Service as Part of the Project

TOTAL COST =  
\$12,974.19

**UPPER CUMBERLAND ELECTRIC**  
MEMBERSHIP CORPORATION

Directions: WATER PLANT RD

WO #: **251871** COOKEVILLE

Name: CITY OF COOKEVILLE RM

Address: 9722 WATER PLANT RD

City: BAXTER TN

County: PUTNAM

Cell: Home:

RUS Code: MINOR CONSTRUCTION

Location #:

Stk By: SHAWN CRABTREE 09/16/25

Confirming: Confirming Date:

Service man:

**JOB DESCRIPTION:**  
9722 WATER PLANT RD BAXTER REMOVAL OH PRI.  
COLLECT \$ 12,974.19 ACC

**REQUIREMENTS:**  
 Aid To Constr. \$12,974.19

Completed By: \_\_\_\_\_

Completed Date: \_\_\_\_\_

**1**  
X: -85.6846413964  
Y: 36.0753667503  
E 292 3/0ACSR  
E 876 336.4ACSR  
E 6 E3-2  
E 1 F1-4  
E 1 F1-8  
E 1 M2-1  
E 3 M5-1  
E 3 M5-1S  
E 3 M5-6  
E 1 P45-2  
N 1 CF  
R 1 C4-1  
R 2 E3-2  
R 1 F1-8

**(1) 049631**

**2**  
X: -85.6847076479  
Y: 36.0745229475  
R 308 1/0ACSR  
R 924 3/0ACSR  
R 1 C2-2  
R 1 E3-2  
R 1 F1-4  
R 1 M2-2  
R 1 P50-3

**(2) 049632**



CITY OF  
**COOKEVILLE**  
T E N N E S S E E  
WATER QUALITY CONTROL

## MEMORANDUM

To: City Council  
City Manager

From: Barry Turner, Director <sup>BKT</sup>

Date: January 6, 2026

Re: Consider Approving an Estimate from UC EMC to remove abandoned lines and poles at the Water Treatment Plant as part of the Generator Project

During the next Council meeting I will be seeking authorization to pay Upper Cumberland Electric Membership Corporation (UC EMC) to remove lines and poles that will be abandoned as part of the generator project at the Water Treatment Plant. Their price to do this is \$12,974.19. The \$31,801.75 approved in October is for the additional line work and this is for removing the remaining.

Feel free to call me or email me at [bturner@cookeville-tn.gov](mailto:bturner@cookeville-tn.gov) with any questions.



Directions: WATER PLANT RD

WO #: **251871** COOKEVILLE

Name: CITY OF COOKEVILLE RM

Address: 9722 WATER PLANT RD

City: BAXTER TN

County: PUTNAM

Cell: Home:

RUS Code: MINOR CONSTRUCTION

Location #:

Stk By: SHAWN CRABTREE 09/16/25

Confirming: Confirming Date:

Serviceman:

**JOB DESCRIPTION:**

9722 WATER PLANT RD BAXTER REMOVAL OH PRI.  
COLLECT \$ 12,974.19 AOC

**REQUIREMENTS:**

Aid To Constr. \$12,974.19

Completed By: \_\_\_\_\_

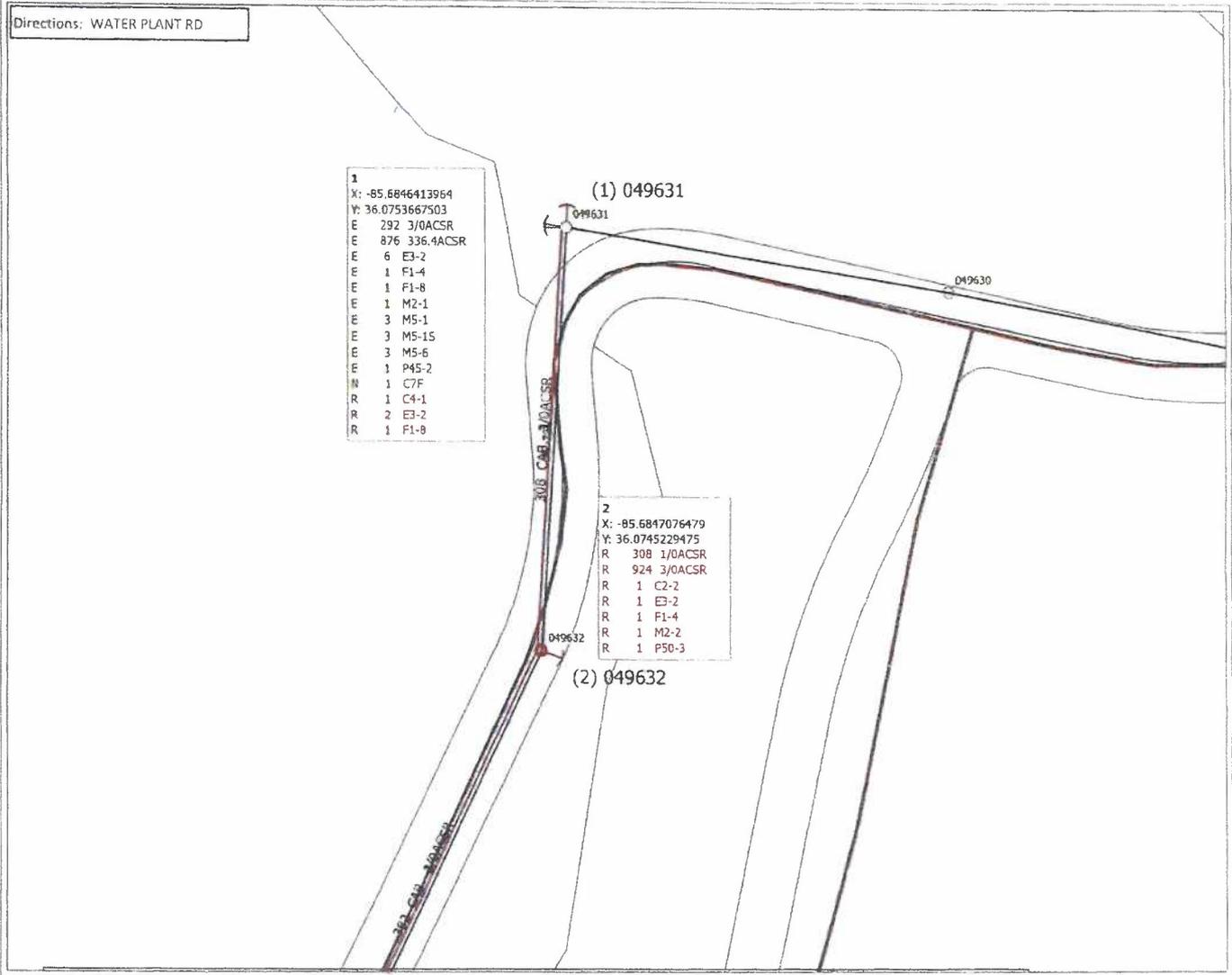
Completed Date: \_\_\_\_\_

1  
X: -85.6846413964  
Y: 36.0753667503  
E 292 3/0ACSR  
E 876 336.4ACSR  
E 6 E3-2  
E 1 F1-4  
E 1 F1-8  
E 1 M2-1  
E 3 M5-1  
E 3 M5-1S  
E 3 M5-6  
E 1 P45-2  
N 1 C7F  
R 1 C4-1  
R 2 E3-2  
R 1 F1-8

(1) 049631

2  
X: -85.6847076479  
Y: 36.0745229475  
R 308 1/0ACSR  
R 924 3/0ACSR  
R 1 C2-2  
R 1 E3-2  
R 1 F1-4  
R 1 M2-2  
R 1 P50-3

(2) 049632





WO #: **251871** COOKEVILLE  
Name: CITY OF COOKEVILLE RM  
Address: 9722 WATER PLANT RD  
City: BAXTER TN  
County: PUTNAM  
Cell: Home:

RUS Code: MINOR CONSTRUCTION  
Location #:  
Stk By: SHAWN CRABTREE 09/16/25

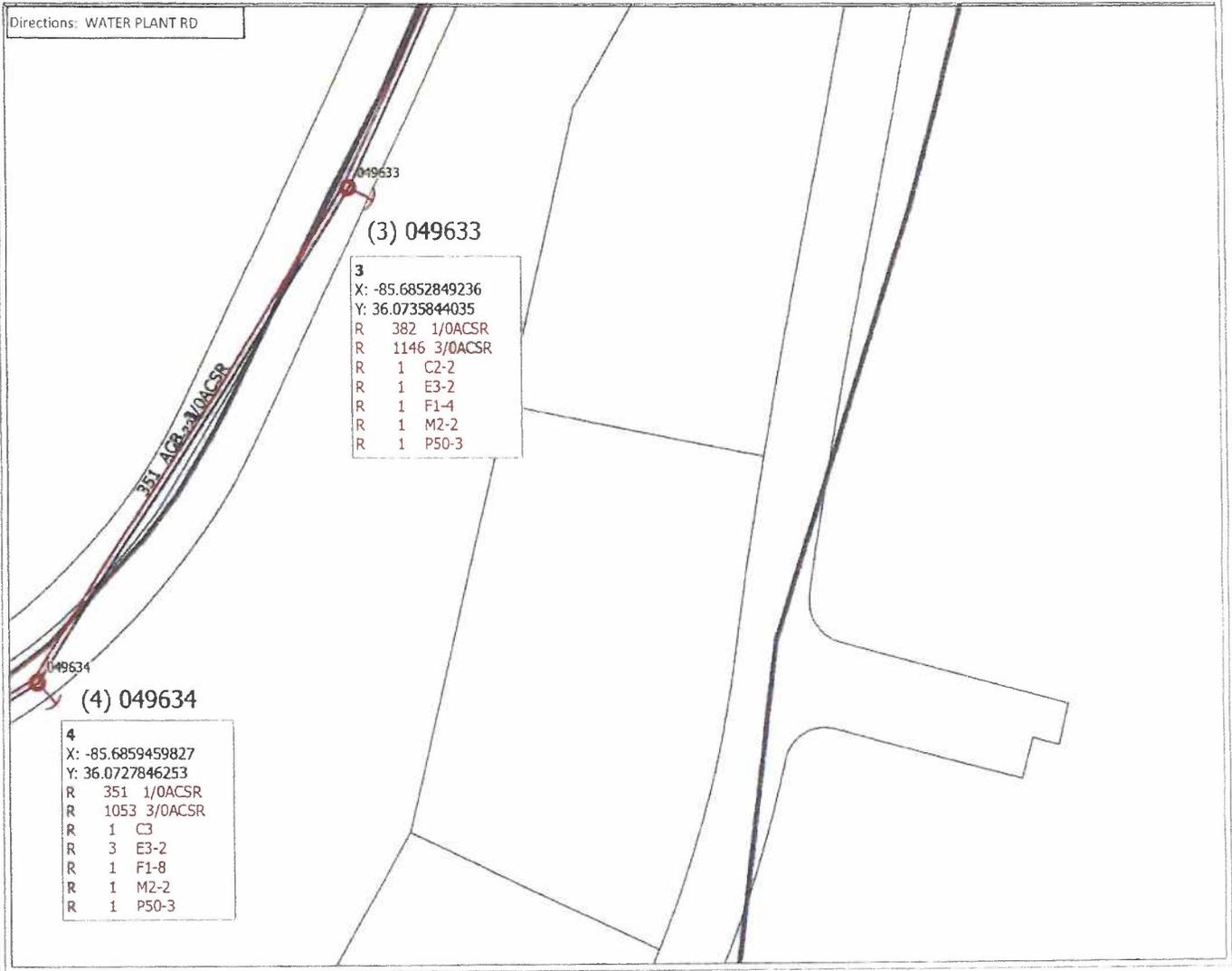
Confirming: Confirming Date:  
Serviceman:

**JOB DESCRIPTION:**  
9722 WATER PLANT RD BAXTER REMOVAL OH PRI.  
COLLECT \$ 12,974.19 AOC

**REQUIREMENTS:**  
 Aid To Constr. \$12,974.19

Completed By: \_\_\_\_\_  
Completed Date: \_\_\_\_\_

Directions: WATER PLANT RD



(3) 049633  
**3**  
X: -85.6852849236  
Y: 36.0735844035  
R 382 1/OACSR  
R 1146 3/OACSR  
R 1 C2-2  
R 1 E3-2  
R 1 F1-4  
R 1 M2-2  
R 1 P50-3

(4) 049634  
**4**  
X: -85.6859459827  
Y: 36.0727846253  
R 351 1/OACSR  
R 1053 3/OACSR  
R 1 C3  
R 3 E3-2  
R 1 F1-8  
R 1 M2-2  
R 1 P50-3



WO #: **251871** COOKEVILLE  
 Name: CITY OF COOKEVILLE RM  
 Address: 9722 WATER PLANT RD  
 City: BAXTER TN  
 County: PUTNAM  
 Cell: Home:

RUS Code: MINOR CONSTRUCTION  
 Location #:  
 Stk By: SHAWN CRABTREE 09/16/25

Confirming: Confirming Date:  
 Serviceman:

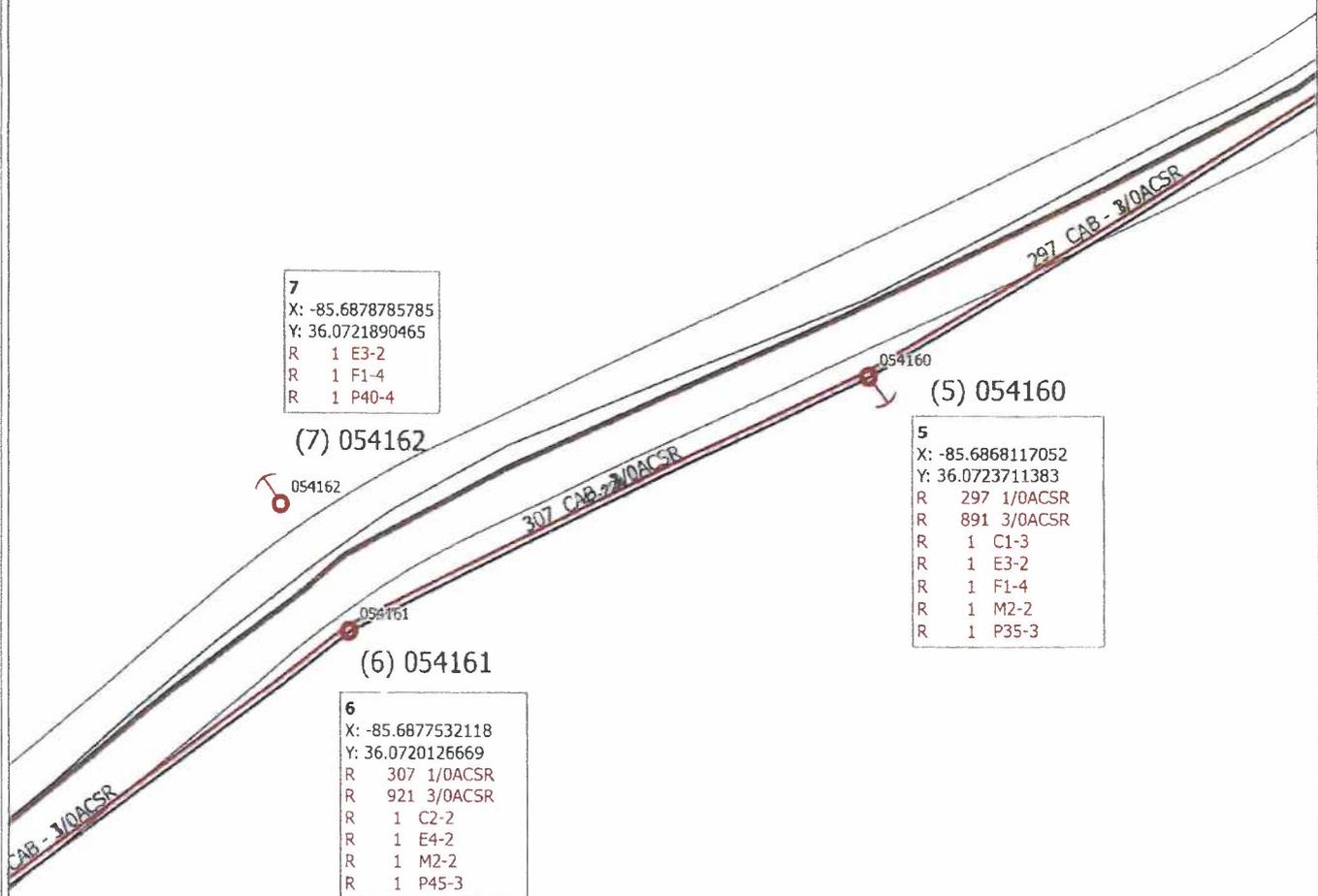
**JOB DESCRIPTION:**  
 9722 WATER PLANT RD BAXTER REMOVAL OH PRI  
 COLLECT \$ 12,974.19 AOC

**REQUIREMENTS:**  
 Aid To Constr. \$12,974.19

Completed By: \_\_\_\_\_

Completed Date: \_\_\_\_\_

Directions: WATER PLANT RD



**7**  
 X: -85.6878785785  
 Y: 36.0721890465  
 R 1 E3-2  
 R 1 F1-4  
 R 1 P40-4

**5**  
 X: -85.6868117052  
 Y: 36.0723711383  
 R 297 1/0ACSR  
 R 891 3/0ACSR  
 R 1 C1-3  
 R 1 E3-2  
 R 1 F1-4  
 R 1 M2-2  
 R 1 P35-3

**6**  
 X: -85.6877532118  
 Y: 36.0720126669  
 R 307 1/0ACSR  
 R 921 3/0ACSR  
 R 1 C2-2  
 R 1 E4-2  
 R 1 M2-2  
 R 1 P45-3

