



Board of Commissioners
Regular Meeting Agenda
Thursday, July 16, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Sheriff's Report
 2. City Manager's Report
 3. Commissioners' Report
 - a. Parks & Recreation/Natural Resources Board - *Vice-Mayor Dial*
 4. Municipal Court Semi-Annual Update - *Judge Koratsky*
- VII. PUBLIC COMMENTS:
- VIII. SEWERAGE COMMISSION BUSINESS:
 1. **Resolution** - recommending the Board of Commissioners approve the sewer concept plan extension for the Arcadia Planned Development.
- IX. CONSENT AGENDA:
- X. REGULAR AGENDA:
 1. **Approval of Previous Meeting Minutes** - Board of Commissioners May 21, 2026
 2. **Approval of Previous Meeting Minutes** - Board of Commissioners

Special Called Meeting June 23, 2026

3. **Ordinance First Reading** - amending The City of Lakeland Municipal Code Title 1 "General Administration" Chapter 1 "Board of Commissioners" Section 1-104 "Compensation", repealing Ordinance 03-22.
4. **Ordinance First Reading** - amending Ordinance 13-186 establishing sanitation collection rates for Lakeland residential customers
5. **Resolution** - approving the sewer concept plan extension for the Arcadia Planned Development.
6. **Resolution** - approving a commercial development contract with Palmetto Memphis-Lakeland-Us Highway 64, LLC for a site to be known as Dutch Bros.
7. **Resolution** - approving the purchase of two John Deere mowers from Tennessee Tractor, LLC through Sourcewell Contract # 112624-DAC
8. **Resolution** - authorizing the City Manager to enter into an agreement with Sky Elements, LLC. for a drone display for the City of Lakeland's 2026 Christmas in Lakeland event
9. **Resolution** - authorizing the City Manager to execute a memorandum of understanding between the City of Lakeland and Romspen Investment Corporation for the City's 2026 Christmas in Lakeland event

XI. ANNOUNCEMENTS:

XII. ADJOURNMENT:

Municipal Court - 2026 January to June

Court Date	Cases by Name	Appeared	Violation(s)	Result	Court Cost	Fine	Litigation Tax	Education Fee
21-Jan-2026	Jones, Michael	Yes	15-609	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
			17-102	Guilty		\$50.00		
			3-303	Dismissed				
21-Jan-2026	Nguyen, Steven & Julie	Yes	14-404	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
			14-405	Guilty		\$50.00		
18-Feb-2026	Clayton, Elaine	Yes	15-609	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
			3-303	Dismissed				
	No court in March							
15-Apr-2026	Alvarado, Andres & Espino, Maria	Yes	17-102	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
20-May-2026	Massey, Larry	Yes	10-101	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
20-May-2026	Gloss Nail Bar	Yes	14-405	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
20-May-2026	Clayton, Brent	Yes	14-703	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
17-Jun-2026	Indigo TN LLC	Yes	13-104	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
17-Jun-2026	Naoum, Rimoun	Yes	13-104	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
		Yes	14-703	Guilty		\$50.00		
17-Jun-2026	Flores, Jose	Yes	13-104	Guilty	\$100.00	\$50.00	\$27.50	\$2.00
17-Jun-2026	Mercier, Cynthia	No	13-107	Continued				
Total:					\$1,000.00	\$650.00	\$275.00	\$20.00



Board of Commissioners

Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - recommending the Board of Commissioners approve the sewer concept plan extension for the Arcadia Planned Development.

Staff Contact: Erin Campbell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R 88-2026.

BUDGET IMPACT

There is no budget impact from this resolution.

DISCUSSION

The Board of Commissioners approved a sewer concept plan for 126 lots within Arcadia Planned Residential Development in 2006. Extensions to the plan were granted in 2009, 2012, 2016, 2019, and 2023. The developer is requesting a three (3) year extension, expiring August 2029. The wastewater flow from this development will flow to the Clear Creek Interceptor. The City has completed construction of the new Clear Creek Interceptor and there is adequate capacity to serve Arcadia Planned Residential Development.

RESOLUTION R-88-2026

RECOMMENDING APPROVAL OF THE SEWER CONCEPT PLAN EXTENSION FOR
ARCADIA PLANNED DEVELOPMENT

WHEREAS, Arcadia Planned Residential Development was granted approval of a sewer concept plan by the Board of Commissioners in 2007 and granted extensions in 2009, 2012, 2016, 2019, and 2023; and,

WHEREAS, the developer, Belz Investco, submitted a request to extend the approval for an additional three (3) years; and,

WHEREAS, the Municipal Planning Commission approved a recommendation to the Board of Commissioners to extend the approval for Arcadia Planned Residential Development; and,

WHEREAS, the City Engineer has reviewed the concept sewer plan and finds the plan will not exceed capacity of the newly constructed Clear Creek Interceptor:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that:

1. The sewer concept plan submitted by the owner of record to service a proposed development upon said parcel known as Arcadia Planned Residential Development consisting of 126 lots is approved until August 2029.
2. Should the development agreement for Phase 1 not be executed by August 2029 this resolution shall become null and void and no approval of any concept sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.
3. Any conflicting resolutions are hereby rescinded.

APPROVED AND ADOPTED by the Board of Sewerage Commission of the City of Lakeland, Tennessee, this 16th day of July 2026, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Rebecca Hume
City Recorder

June 23, 2026

Paul Luker, AICP
Planning Director
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

RE: Request for Three-Year Extension of Arcadia Planned Residential Development
Preliminary Development Plan and Sewer Concept Plan

Mr. Luker:

On behalf of the Owner and Applicant, this letter serves as a formal request for a three-year extension of the approved Arcadia Planned Residential Development (PRD) Preliminary Development Plan and associated Sewer Concept Plan for the Arcadia development. The subject parcel is identified as Parcel Number L0151 00110C.

The Arcadia PRD Preliminary Development Plan was originally approved by the Municipal Planning Commission (MPC) on December 18, 2006. Since that date, the planned development has been amended multiple times in response to changing market conditions and the current approved development plan is set to expire on August 31, 2026. While development of the property has not commenced at the pace originally anticipated, the Applicant remains committed to the project and intends to proceed with development in accordance with the approved plan and applicable development regulations.

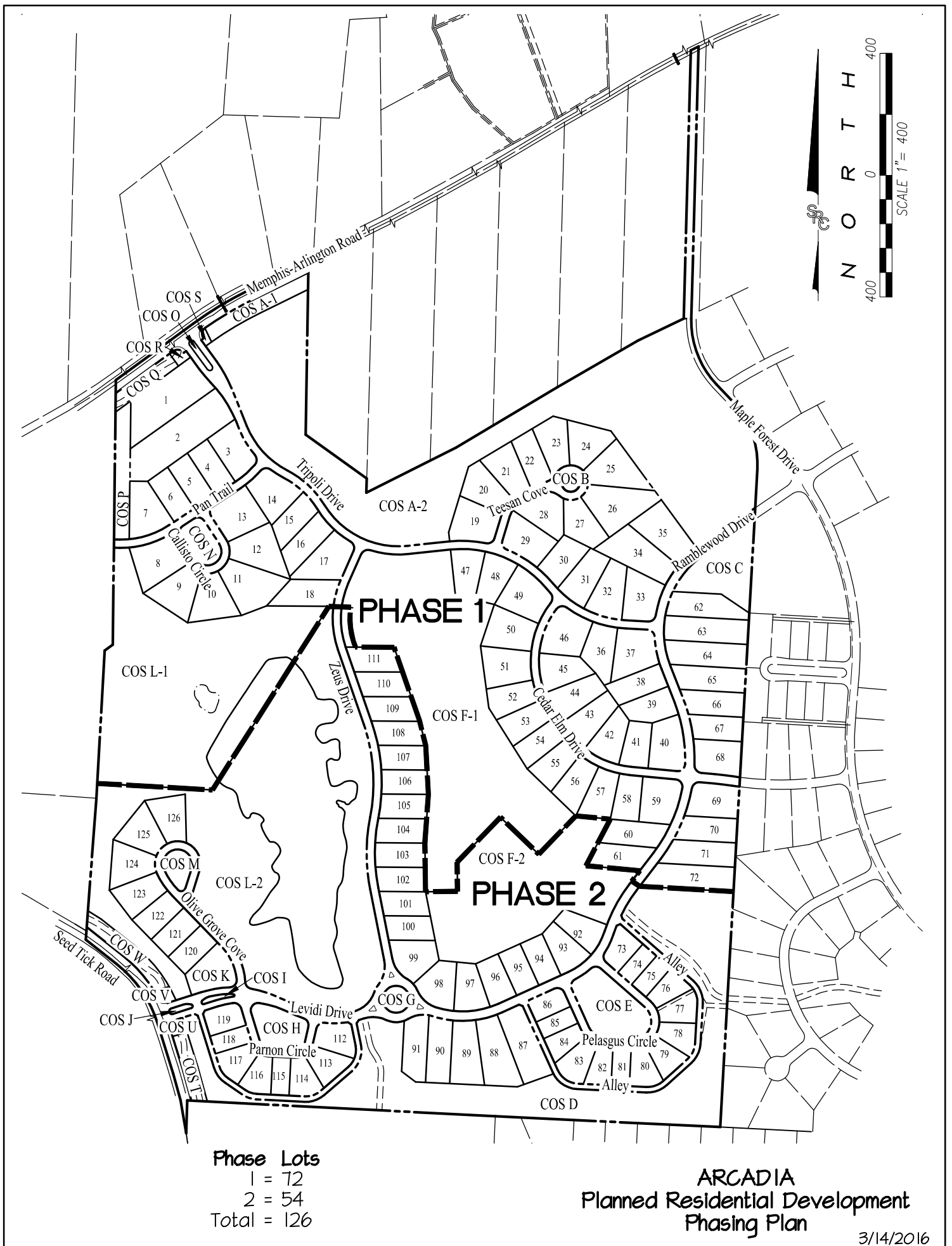
Accordingly, the Applicant respectfully requests approval of a three-year extension of the Arcadia Planned Residential Development Preliminary Development Plan and Sewer Concept Plan to allow the development of 126 single family residential lots as generally illustrated on the enclosed preliminary development plan illustration with no modifications proposed at this time.

We appreciate your consideration of this request and look forward discussing this project with staff and City representatives. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Cory Brady, PLA, AICP
Integrated Land Solutions, PLLC





Board of Commissioners
Regular Meeting Minutes
Thursday, May 21, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Thursday, May 21, 2026.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

Commissioner Atkinson	Present
Commissioner Johnston	Present
Commissioner McCarter	Present
Mayor Roman	Present
Vice Mayor Dial	Absent

Staff personnel in attendance were City Manager Emily Harrell, City Attorney Will Patterson, Parks and Recreation Director Andrew Fisher, Public Works Director Nick Pulido, Finance Director Sue Matthews, ITS Director Josh Thompson, Planning Director Pauk Luker, Parks and Recreation Manager John Proctor, Special Events Coordinator Alex Harris and City Recorder Rebecca Hume.

V. PUBLIC HEARING:

1. **Ordinance Second and Final Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments.

Resident Richard Gonzales, 5000 block of Conifer View Lane, made comments regarding O-6-2026.

2. **Ordinance Second and Final Reading** - amending Lakeland's Code of Ethics regarding the acceptance of gratuities

With no objections, Mayor Roman moved the public discussion for introduction for Sonya Hall.

Sonya Hall, Chief Administrative Officer for the Mayor of Shelby County, introduced herself and made comments about running for Shelby County Clerk.

VI. TREASURER'S REPORT:

1. Fiscal year to date through April 30, 2026

Finance Director Sue Matthews offered this report.

VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:

1. Sheriff's Report
Lieutenant Gather with the Shelby County Sheriffs Office offered this report.
2. Lakeland School System Budget Presentation — *Superintendent Horrell*
Superintendent Horrell was not able to attend but will present for second reading.
3. City Manager's Report
City Manager Emily Harrell offered this report.
4. Commissioners' Report
 - a. Municipal Planning/Design Review Commission - *Commissioner Atkinson*
None.

VIII. PUBLIC COMMENTS:

Resident Richard Gonzales, 5000 block of Conifer View Lane, made comments about Item 12. **Resolution** - approving a multi-year agreement with Jani-King for janitorial services.

Mayor Roman made a motion to move the following items to the beginning of the agenda with no objections:

Item 18 **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by Community Advisory Board*

Item 19 **Discussion and Possible Action** - regarding a TIF debt carve out policy. *Sponsored by Mayor Roman*

Item 12 **Resolution** - approving a multi-year agreement with Jani-King for janitorial services

Item 9 **Resolution** - approving a residential development contract with REV3

Item 15 **Resolution** - authorizing an agreement with Chickasaw Council Boy Scouts of America for use of IH Managerial Park for a Twilight Camp.
Recommended by the Parks and Recreation/Natural Resources Board

Resident Charles Carroll, 3000 block of Creekwood Lane, made comments about Item 2. **Approval of Previous Meeting Minutes** - Board of Commissioners meeting May 7, 2026.

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

18. **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by Community Advisory Board*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

With no objections, Mayor Roman moved to table this item until the June 4, 2026, Regular BOC meeting, seconded by Commissioner Atkinson.

19. **Discussion and Possible Action** - regarding a TIF debt carve out policy. *Sponsored by Mayor Roman*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Mayor Roman presented this item.

Discussion ensued.

12. **Resolution** - approving a multi-year agreement with Jani-King for janitorial services.

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Public Works Director Nick Pulido presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

9. **Resolution** - approving a residential development contract with REV3 Willows Holdings, LLC for The Willows at the Lake Phase 3
Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Manager Emily Harrell presented this item.

Discussion ensued.

Jeffrey King, representative with REV3, answered questions for the board.

When the question was called the resolution passed as presented, roll call 4 vote, 0 in favor, 0 against abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

15. **Resolution** - authorizing an agreement with Chickasaw Council Boy Scouts of America for use of IH Managerial Park for a Twilight Camp. *Recommended by the Parks and Recreation/Natural Resources Board*

Commissioner Atkinson moved to bring this item to the floor, seconded by Mayor Roman.

Special Events Coordinator Alex Harris presented this item.

Silver White, a representative with Boy Scouts of America, engaged in discussion.

Discussion ensued.

When the question was called the resolution passed as presented,

voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

1. **Approval of Previous Meeting Minutes** - Board of Commissioners and Municipal Planning Commission Special Called Joint Meeting April 28, 2026

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

When the question was called the meeting minutes passed as presented, roll call vote, 3 in favor, 0 against, 1 abstain (3-0-1).

Yea: Commissioner Atkinson, Commissioner Johnston, Mayor Roman

Nay: None

Abstain: Commissioner McCarter

2. **Approval of Previous Meeting Minutes** - Board of Commissioners meeting May 7, 2026

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson

City Attorney Will Patterson addressed the resolution regarding BOE and BOC salaries from the May 7, 2026, Regular BOC Meeting.

Discussion ensued.

When the question was called the meeting minutes passed as presented, roll call vote, 3 in favor, 1 against, 0 abstain (3-1-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Mayor Roman

Nay: Commissioner McCarter

Abstain: None

3. **Ordinance Second and Final Reading** - amending Ordinance O-7-2023 Establishing Sewer User Rates and Sewer Charge Adjustments
Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Public Works Director Nick Pulido presented this item.

Discussion ensued.

When the question was called the Ordinance Second and Final Reading passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

4. **Ordinance Second and Final Reading** - amending Lakeland's Code of Ethics regarding the acceptance of gratuities

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

When the question was called the Ordinance Second and Final Reading passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

5. **Ordinance First Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.
Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Finance Director Sue Matthews presented this item.

Discussion ensued.

When the question was called the ordinance first reading passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

6. **Ordinance First Reading** - amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*
Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

Planning Director Paul Luker presented this item.

Discussion ensued.

When the question was called the ordinance first reading passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

7. **Ordinance First Reading** - amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

Planning Director Paul Luker presented this item.

Discussion ensued.

When the question was called the ordinance first reading passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

8. **Resolution** - approving a residential subdivision development contract with Canada Road, LLC for Canada Road Subdivision Phase 1.
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

City Manager Emily Harrell presented this item.

Discussion ensued.

Wesley Wooldridge, representative with Renaissance Group, engaged in discussion with the board.

When the question was called the resolution passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

10. **Resolution** - rescinding R-58-2026 and approving a residential subdivision development contract with Cummings LLC for The Estates at Chambers Chapel Subdivision Phases 1 & 2.

Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

City Manager Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

11. **Resolution** - amending Resolution R-53-2026 authorizing the submittal of an application for the Safe Streets and Roads for All grant program through the U.S. Department of Transportation.
Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

City Manager Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 4 in favor, 0 against, 0 abstain (4-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Mayor Roman

Nay: None

Abstain: None

13. **Resolution** - authorizing the City Manager to enter into an agreement with Tennessee Soccer Academy for a youth recreation and competitive soccer program. *Recommended by the Parks and Recreation/Natural Resources Board*

Commissioner Atkinson moved to bring this item to the floor, seconded by Commissioner McCarter.

Parks and Recreation Manager John Proctor presented this item.

Discussion ensued.

When the question was called the resolution failed as presented, roll call vote, 2 in favor, 2 against, 0 abstain (2-2-0).

Yea: Commissioner Atkinson, Commissioner McCarter

Nay: Commissioner Johnston, Mayor Roman

Abstain: None

14. **Resolution** - approving an independent contractor agreement with United States Tennis Association (USTA) of Tennessee for youth and adult tennis programs. *Recommended by the Parks and Recreation/Natural Resources Board*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

Parks and Recreation Manager John Proctor presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

16. **Resolution** - approving an agreement with ViktorHall Construction, LLC. for the IH Park Clubhouse Deck Project

Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

With no objections, Mayor Roman tabled this item until the next Regular BOC Meeting on June 4, 2026.

17. **Resolution** - authorizing an appointment to the Industrial Development Board of the City of Lakeland, Tennessee.

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Manager Emily Harrell presented this item.

Boyd Ruppert, 9000 block of Old Brownsville Road, made comments.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 4 in favor, 0 against, 0 abstain (4-0-0).

XII. ANNOUNCEMENTS:

Commissioner McCarter made comments wishing a Happy Memorial Day and reminding everyone of the flag display on Canada Road, thanking staff who are former military.

XIII. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:46 P.M. on Thursday, May 21, 2026.

These minutes were approved on July 16, 2026.

Josh Roman
Mayor

ATTEST:

DRAFT



Board of Commissioners
Special Called Meeting Minutes
Tuesday, June 23, 2026, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

The meeting was called to order by Mayor Josh Roman 5:30 p.m. on Tuesday, June 23, 2026.

II. INVOCATION:

The invocation was offered by Mayor Roman.

III. PLEDGE:

The Pledge to the Flag was led by Mayor Roman.

IV. ROLL CALL BY RECORDER:

Commissioner Jim Atkinson	Present
Commissioner Johnston	Present
Commissioner Connie McCarter	Present
Vice Mayor Dial	Present
Mayor Josh Roman	Present

Staff personnel in attendance were City Manager Emily Harrell, City Attorney Will Patterson, Planning Director Paul Luker, Public Works Director Nick Pulido, ITS Director Josh Thompson, Finance Director Sue Matthews, Parks and Recreation Director Andrew Fisher, Parks and Recreation Manager John Proctor, Special Events Coordinator Alex Harris, Senior Engineer Luis Camarillo Hernandez and City Recorder Rebecca Hume.

V. PUBLIC HEARING

1. **Ordinance Second and Final Reading** — adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.
2. **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*
3. **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the

streetscape text amendments proposed in the Highway 70 Corridor study.

VI. TREASURER'S REPORT:

1. Fiscal year to date through May 31, 2026

Finance Director Sue Matthews offered this report.

VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:

1. Sheriff's Report

Lieutenant Gather offered this report.

2. Lakeland School System Budget Presentation — *Tristan Gately-Sweatt, CFO, Lakeland School System*

Tristan Gately-Sweatt CFO with the Lakeland School System offered this report.

Discussion ensued.

3. Mayor's Report

Mayor Roman invited Ray Lepone, Judge of Criminal Court Division One, to introduce himself for the August 6th ballot.

Magistrate Shayla Purifoy introduced herself for the General Sessions Judge ballot.

- a. Proclamation establishing July 2026 as Parks and Recreation Month
Mayor Roman read from the Parks and Recreation Month Proclamation and proclaimed July as Parks and Recreation Month.
- b. Proclamation establishing July 17, 2026 as Parks and Recreation Professionals Day
Mayor Roman proclaimed July 17, 2026 as Parks and Recreation Professionals Day.

Special Events Coordinator Alex Harris gave updates regarding Parks and Recreation Month.

4. City Manager's Report
City Manager Emily Harrell offered this report.
5. Commissioner's Reports
 - a. Industrial Development Board - *Commissioner Johnston*
Commissioner Johnston was not in attendance to the IDB meeting.
 - b. Parks and Recreation Board - *Vice-Mayor Dial*
Vice Mayor Dial offered this report.
 - c. Community Advisory Board - *Vice-Mayor Dial*
Vice Mayor Dial offered this report.
 - d. Municipal Planning and Design Review Commission - *Commissioner Atkinson*
Commissioner Atkinson offered this report.

VIII. PUBLIC COMMENTS:

Resident Charles Carroll, 3000 block of Creekwood Lane, made comments regarding the agenda and special called meeting.

Resident David Loveland, 4000 block of Pine Hill Cove South, made comments regarding salary considerations.

IX. REGULAR AGENDA:

1. **Approval of Previous Meeting Minutes** - Regular BOC Meeting May 21, 2026

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Commissioner McCarter advised of corrections to the meeting minutes on page 5, item 1. Approval of previous meeting minutes April 28, incorrect vote count, page 6, the misspelling of ordinance under items 4 and 5, and page 7 incorrect spelling of commissioner.

With no objections, the meeting minutes were withdrawn for verification and corrections to be brought back to the July 16 BOC meeting.

2. **Ordinance Second and Final Reading** - adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027. Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Finance Director Sue Matthews presented this item.

Discussion ensued.

When the question was called, the ordinance second and final reading passed as presented, roll call vote, 4 in favor, 1 against, 0 abstain (4-1-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Vice-Mayor Dial, Mayor Roman

Nay: Commissioner McCarter

Abstain: None

3. **Ordinance Second and Final Reading** — amending Title 17 of the City of Lakeland Municipal Code to establish regulations to govern residential construction dumpsters. *Sponsored by Mayor Roman*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Planning Director Paul Luker presented this item.

Discussion ensued.

When the question was called the ordinance second and final reading passed as presented, roll call vote, 5 in favor, 0 against, 0 abstain (5-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Commissioner McCarter, Vice Mayor Dial, Mayor Roman

Nay: None

Abstain: None

4. **Ordinance Second and Final Reading** — amending the Land Development Regulations for the City of Lakeland to incorporate the streetscape text amendments proposed in the Highway 70 Corridor study.

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice Mayor Dial.

Planning Director Paul Luker presented this item.

Discussion ensued.

When the question was called the ordinance second and final reading passed as presented, roll call vote, 5 in favor, 0 against, 0 abstain (5-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Commissioner McCarter, Vice Mayor Dial, Mayor Roman

Nay: None

Abstain: None

5. **Resolution** - approving an agreement with Holbrook Asphalt, Co. for the fiscal year 2026 street preservation project.

Vice Mayor Dial moved to bring this item to the floor, seconded by Commissioner Atkinson.

Senior Engineer Luis Camarillo Hernandez presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 5 in favor, 0 against, 0 abstain (5-0-0).

6. **Resolution** - recommending an amendment to the salary of the Chair and Members of the Board of Education. *Recommended by the Community Advisory Board*

Vice Mayor Dial moved to bring this item to the floor, seconded by Mayor Roman.

City Attorney Will Patterson presented this item.

City Attorney Will Patterson advised the Board of Education's salary is approved through their budget, which was voted and approved.

Discussion ensued.

Mayor Roman advised clearly that passing the budget, passed a pay raise for the Board of Education.

Mayor Roman requested the ordinance that establishes the salaries for the Board of Education be updated and codified.

With no objections, the resolution was withdrawn.

7. **Resolution** - recommending an amendment to the salary of the Mayor and Board of Commissioners. *Recommended by the Community Advisory Board*

Commissioner Atkinson moved to bring this item to the floor, seconded by Vice Mayor Dial.

City Attorney Will Patterson presented this item.

Discussion ensued.

Commissioner Atkinson moved to amend R-84-2026 to reflect a salary of \$18,000 for the Mayor and \$9,500 for Commissioners, seconded by Vice Mayor Dial.

When the question was called the motion to amend the resolution passed, roll call vote, 4 in favor, 1 against, 0 abstain (4-1-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Vice Mayor Dial, Mayor Roman

Nay: Commissioner McCarter

Abstain: None

When the question was called the amended resolution passed as amended, roll call vote, 4 in favor, 1 against, 0 abstain (4-1-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Vice Mayor Dial, Mayor Roman

Nay: Commissioner McCarter

Abstain: None

8. **Resolution** - authorizing the City Manager to enter into an agreement with Tennessee Soccer Academy for a youth recreation and competitive soccer program. *Recommended by the Parks and Recreation/Natural*

Resources Board

Mayor Roman moved to bring this item to the floor, seconded by Vice Mayor Dial.

Parks and Recreation Manager John Proctor presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, voice vote, 5 in favor, 0 against, 0 abstain (5-0-0).

9. **Resolution** - approving a residential development contract with Rev3 Willows Holdings, LLC for the Willows at the Lake Phase 3 subdivision and rescinding resolution R-79-2026

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

City Manager Emily Harrell presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 5 in favor, 0 against, 0 abstain (5-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston, Commissioner McCarter, Vice Mayor Dial, Mayor Roman

Nay: None

Abstain: None

10. **Resolution** - approving an agreement with ViktorHall Construction, LLC. for the IH Park Clubhouse Deck Project

Vice Mayor Dial moved to bring this item to the floor, seconded by Commissioner McCarter.

Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

When the question was called the resolution passed as presented, roll call vote, 5 in favor, 0 against, 0 abstain (5-0-0).

Yea: Commissioner Atkinson, Commissioner Johnston,
Commissioner McCarter, Vice Mayor Dial, Mayor Roman

Nay: None

Abstain: None

11. **Discussion and Possible Action** - related to City of Lakeland anticipated property tax revenue increase from TIF's. *Sponsored by Mayor Roman*

Mayor Roman moved to bring this item to the floor, seconded by Vice Mayor Dial.

Mayor Roman presented this item.

Discussion ensued.

12. **Discussion and Possible Action** - related to City of Lakeland Solid Waste Rates.

Mayor Roman moved to bring this item to the floor, seconded by Commissioner McCarter.

Public Works Director Nick Pulido presented this item.

Discussion ensued.

13. **Discussion and Possible Action** - regarding City of Lakeland Firehouse Number Two, operated by the Shelby County Fire Department. *Sponsored by Mayor Roman*

Mayor Roman moved to bring this item to the floor, seconded by Commissioner Atkinson.

Mayor Roman presented this item.

Discussion ensued.

X. ANNOUNCEMENTS:

XI. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 7:58 on Tuesday, June 23, 2026.

These minutes were approved on July 16, 2026.

Josh Roman
Mayor

ATTEST:

Rebecca Hume
City Recorder

DRAFT



Board of Commissioners

Meeting Cycle: Thursday, July 16, 2026

Subject: **Ordinance First Reading** - amending The City of Lakeland Municipal Code Title 1 "General Administration" Chapter 1 "Board of Commissioners" Section 1-104 "Compensation", repealing Ordinance 03-22.

Staff Contact: Emily Harrell, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Ordinance O-11-2026.

BUDGET IMPACT

The Mayor and two Commissioners' salary increases are appropriated in the Fiscal Year 2027 Annual Budget for the General Fund.

DISCUSSION

On June 23, 2026, the Board of Commissioners approved Resolution R-84-2026, which amends the compensation schedule for elected officials. Under the newly adopted resolution, the Mayor's annual salary will increase to \$18,000, and the Commissioners' annual salary will increase to \$9,500. These salary adjustments will not take effect until the expiration of the current terms of the respective elected officials.

Board of Commissioners compensation is governed by the City of Lakeland Code of Ordinances. This action serves as a formal amendment to Title 1, Chapter 1, Section 1-104 (Compensation). Upon final passage, this amendment will be integrated into the municipal code during the next codification cycle.

ORDINANCE O-11-2026

AMENDING THE CITY OF LAKELAND MUNICIPAL CODE TITLE 1 "GENERAL
ADMINISTRATION" CHAPTER 1 "BOARD OF COMMISSIONERS" SECTION 1-104
"COMPENSATION", REPEALING ORDINANCE 03-22

WHEREAS, The Mayor and Board of Commissioners for the City of Lakeland, Tennessee desire to amend Title 1, Chapter 1, Section 1-104 of Lakeland's Municipal Code with respect to compensation of the Mayor and Commissioners with the language provided herein.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that Title 1 Chapter 1 Section 1-104 is hereby amended as follows:

SECTION 1 Section 1-104 under Title 1, Chapter 1 of the Lakeland Municipal Code shall be replaced with the following:

1-104. Compensation. The salary of the mayor shall be eighteen thousand dollars (\$18,000) per year. The salary of the other commissioners shall be nine thousand five hundred dollars (\$9,500) per month. (1989 Code, § 1-104, as amended by Ordinance O-11-2026, July 2026)

SECTION 2 This Ordinance shall not become effective prior to the end of the term for which the current officials are elected.

First Reading: July 16, 2026

Public Hearing: August 20, 2026

Final Reading: August 20, 2026

ATTEST:

Josh Roman, *Mayor*

Rebecca Hume, *City Recorder*

ORIGINAL

ORDINANCE 03-22
AN ORDINANCE OF THE CITY OF LAKELAND, TENNESSEE SETTING THE
COMPENSATION FOR COMMISSIONERS AT \$400 PER MONTH & ESTABLISHING AN
EFFECTIVE DATE FOR SUCH COMPENSATION

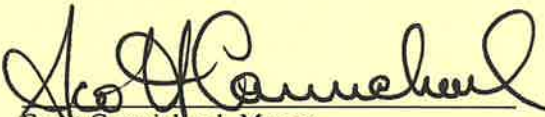
Be it ordained by the City of Lakeland, Tennessee as follows:

Section 1: Section 1-104 of the Lakeland City Code shall be amended to read as follows:

1.104. Compensation. The salary of the Mayor shall be five hundred dollars (\$500.00) per month. The salary of the other Commissioners shall be four hundred dollars (\$400.00) per month.

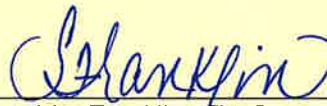
Section 2: This Ordinance shall be effective as of October 01, 2003.

First Reading: December 12, 2002.
Public Hearing: January 06, 2003.
Final Reading: February 06, 2003.



Scott Carmichael, Mayor

ATTEST:



Sontidra Franklin, City Recorder



RESOLUTION R-84-2026

A RESOLUTION RECOMMENDING AN AMENDMENT TO THE SALARY OF THE
MAYOR AND BOARD OF COMMISSIONERS

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee requested that the Community Advisory Board review the annual salaries of the Mayor and Board of Commissioners; and,

WHEREAS, the Community Advisory Board has reviewed the current compensation structure and desires to recommend that the Board of Commissioners establish the salary received by the Mayor of the City of Lakeland at Eighteen Thousand (\$18,000) Dollars per year; and,

WHEREAS, the Community Advisory Board further recommends that the Board of Commissioners establish the salary received by the Commissioners of the City of Lakeland at Nine Thousand Five Hundred (\$9,500) Dollars per year; and,

WHEREAS, the Community Advisory Board further recommends that the Board of Commissioners establish the salary, with the understanding that such salaries shall be reassessed in the event the current form of government changes; and,

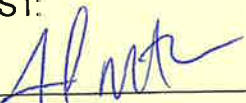
WHEREAS, the Mayor and two Commissioners salary increases will be appropriated in the proposed Fiscal Year 2027 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the proposed salary adjustments as recommended by the Community Advisory Board are approved and will be implemented as outlined below:

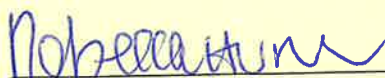
SECTION 1: The Mayor and Commissioner salaries will not become effective prior to the end of the term for which the current officials were elected.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, on this 23rd day of June, 2026.

ATTEST:



Josh Roman
Mayor



Rebecca Hume
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, July 16, 2026

Subject: **Ordinance First Reading** - amending Ordinance 13-186 establishing sanitation collection rates for Lakeland residential customers

Staff Contact: Nick Pulido, Public Works Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-12-2026.

BUDGET IMPACT

With a \$5 increase on Jan 1, 2027, the projected revenue will be \$1,594,008.

DISCUSSION

The Solid Waste Fund is a special revenue fund whose revenues are generated from user rates and General Fund contributions. A General Fund contribution of \$275,000 was made in FY2024, a General Fund Contribution of \$282,721 was made in FY2025, and an estimated General Fund contribution of \$445,984 is expected in FY2026. The current Solid Waste rate is \$24.70 and was last updated in 2013. An increased solid waste rate would reduce the general fund contribution amount and account for planned contractual increases.

ORDINANCE O-12-2026

AMENDING ORDINANCE 13-186 ESTABLISHING SANITATION COLLECTION RATES
FOR LAKELAND RESIDENTIAL CUSTOMERS

WHEREAS, Tennessee Code Annotated, § 68-211-901 et seq. provides that municipalities have authority by ordinance to adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for sanitation services:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that Ordinance 13-186 is hereby amended and that the proposed Lakeland Sanitation Collection Rates are adopted as follows:

SECTION 1. Solid Waste Residential Fee: \$29.70/customer/month
Effective January 1, 2027

SECTION 2. Bulk Waste Collection collected outside of a provided cart shall be collected free of charge for the first 10 (ten) cubic yards, there is a \$7.00 per cubic yard charge for anything beyond 10 (ten) cubic yards collected.

SECTION 3. In the event of major adverse weather events that produce an abundant amount of bulk waste debris in the community, the Board of Commissioners grants the City Manager authority to waive bulk waste collection fees for a period not to exceed three weeks for each event.

SECTION 4. All sanitation collection rates shall have an automatic annual cost of living adjustment (COLA) based on the US Bureau of Labor and Statistics Consumer Price Index for the South Region.

SECTION 5. This ordinance shall take effect the latter of fifteen (15) days after first reading or immediately upon final passage, the public welfare requiring it.

First Reading: Jul 16, 2026
Public Hearing: Aug 20, 2026
Final Reading: Aug 20, 2026

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - approving the sewer concept plan extension for the Arcadia Planned Development.

Staff Contact: Erin Campbell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R 93-2026.

BUDGET IMPACT

There is no budget impact from this resolution.

DISCUSSION

The Board of Commissioners approved a sewer concept plan for 126 lots within Arcadia Planned Residential Development in 2006. Extensions to the plan were granted in 2009, 2012, 2016, 2019, and 2023. The developer is requesting a three (3) year extension, expiring August 2029. The wastewater flow from this development will flow to the Clear Creek Interceptor. The City has completed construction of the new Clear Creek Interceptor and there is adequate capacity to serve Arcadia Planned Residential Development.

RESOLUTION R-93-2026

APPROVING THE SEWER CONCEPT PLAN EXTENSION FOR ARCADIA PLANNED DEVELOPMENT

WHEREAS, Arcadia Planned Residential Development was granted approval of a sewer concept plan by the Board of Commissioners in 2007 and granted extensions in 2009, 2012, 2016, 2019, and 2023; and,

WHEREAS, the developer, Belz Investco, submitted a request to extend the approval for an additional three (3) years; and,

WHEREAS, the Municipal Planning Commission approved a recommendation to the Board of Commissioners to extend the approval for Arcadia Planned Residential Development; and,

WHEREAS, the City Engineer has reviewed the concept sewer plan and finds the plan will not exceed capacity of the newly constructed Clear Creek Interceptor:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that:

1. The sewer concept plan submitted by the owner of record to service a proposed development upon said parcel known as Arcadia Planned Residential Development consisting of 126 lots is approved until August 2029.
2. Should the development agreement for Phase 1 not be executed by August 2029 this resolution shall become null and void and no approval of any concept sewer plan for the above referenced parcel shall exist. Additionally, neither the owner of record nor any entity with development interests upon said parcel shall retain any right of approval, vested or otherwise, for said parcel of land.
3. Any conflicting resolutions are hereby rescinded.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of July 2026, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Rebecca Hume
City Recorder

June 23, 2026

Paul Luker, AICP
Planning Director
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

RE: Request for Three-Year Extension of Arcadia Planned Residential Development
Preliminary Development Plan and Sewer Concept Plan

Mr. Luker:

On behalf of the Owner and Applicant, this letter serves as a formal request for a three-year extension of the approved Arcadia Planned Residential Development (PRD) Preliminary Development Plan and associated Sewer Concept Plan for the Arcadia development. The subject parcel is identified as Parcel Number L0151 00110C.

The Arcadia PRD Preliminary Development Plan was originally approved by the Municipal Planning Commission (MPC) on December 18, 2006. Since that date, the planned development has been amended multiple times in response to changing market conditions and the current approved development plan is set to expire on August 31, 2026. While development of the property has not commenced at the pace originally anticipated, the Applicant remains committed to the project and intends to proceed with development in accordance with the approved plan and applicable development regulations.

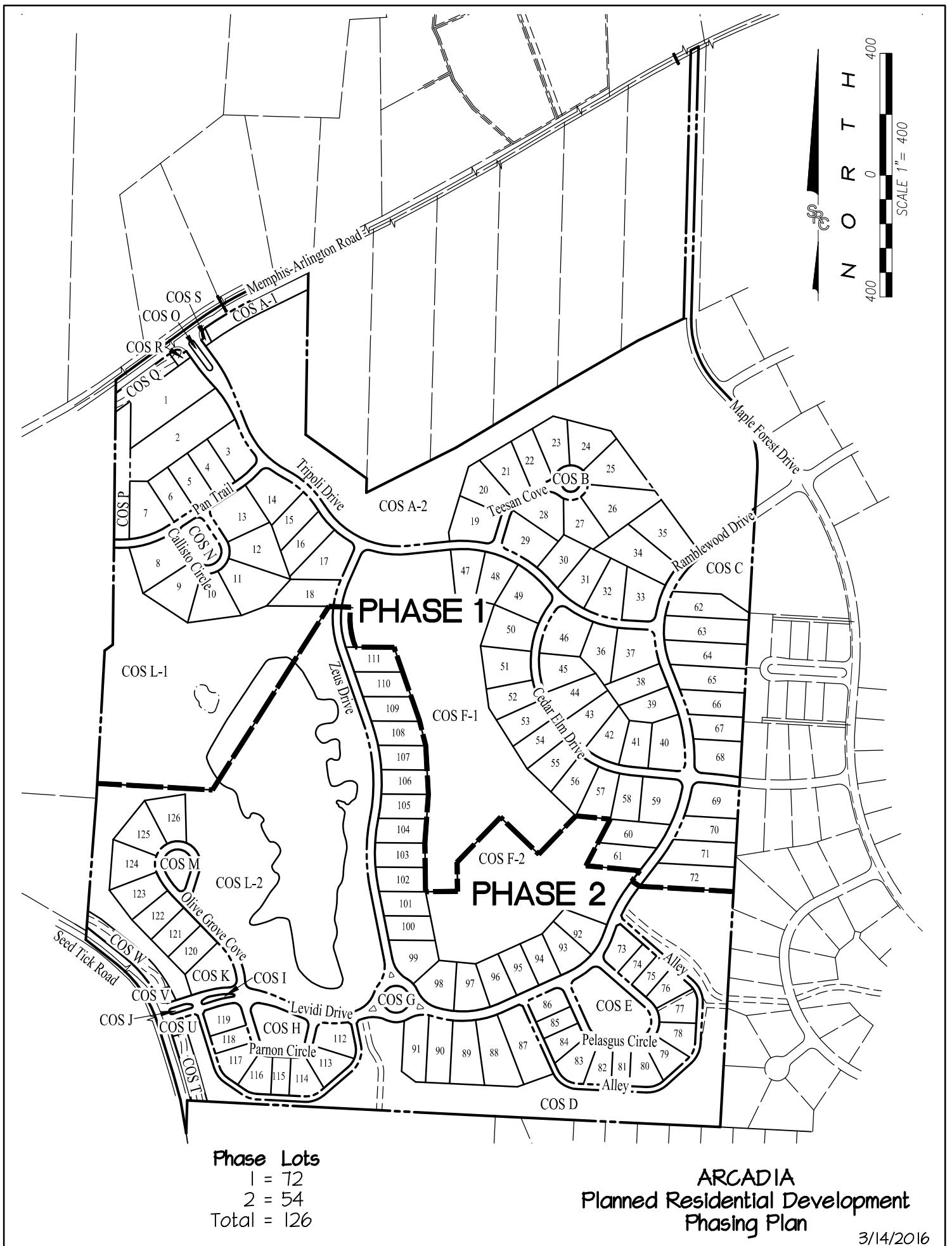
Accordingly, the Applicant respectfully requests approval of a three-year extension of the Arcadia Planned Residential Development Preliminary Development Plan and Sewer Concept Plan to allow the development of 126 single family residential lots as generally illustrated on the enclosed preliminary development plan illustration with no modifications proposed at this time.

We appreciate your consideration of this request and look forward discussing this project with staff and City representatives. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Cory Brady, PLA, AICP
Integrated Land Solutions, PLLC



Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - approving a commercial development contract with Palmetto Memphis-Lakeland-Us Highway 64, LLC for a site to be known as Dutch Bros.

Staff Contact: Erin Campbell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-92-2026.

BUDGET IMPACT

Development fees associated with Dutch Bros are as follows:

General Fund \$2,325.85

Also included is a Security for Common Improvements in the amount of \$231,200.00. These monies are available for improvements not completed by the Developer.

DISCUSSION

Dutch Bros is a commercial development on Highway 64 within the Brunswick 64 Commercial Subdivision. The development consists of a site plan for Dutch Bros. The development includes constructing stormwater detention, landscaping, site utility services, and additional associated improvements for construction of a 986 sq ft Dutch Bros. A copy of the development contract is attached.

RESOLUTION R-92-2026

AUTHORIZING THE MAYOR TO EXECUTE A COMMERCIAL SITE DEVELOPMENT CONTRACT WITH PALMETTO MEMPHIS-LAKELAND- US HIGHWAY 64, LLC FOR A SITE PLAN TO BE KNOWN AS DUTCH BROS

- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the subdivision and site plan submitted by Developer for DUTCH BROS ("Site"), and established certain conditions for approval of this Site Development Contract by the Board of Commissioners ("BOC"), and
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and
- WHEREAS,** the City is willing to provide services to the Site in accordance with the City's standard policies and applicable rates; and
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a development contract with **PALMETTO MEMPHIS-LAKELAND- US HIGHWAY 64, LLC** for a site plan to be known as **DUTCH BROS**.

RESOLUTION R-92-2026

AUTHORIZING THE MAYOR TO EXECUTE A COMMERCIAL SITE DEVELOPMENT
CONTRACT WITH PALMETTO MEMPHIS-LAKELAND- US HIGHWAY 64, LLC FOR A
SITE PLAN TO BE KNOWN AS DUTCH BROS

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland,
Tennessee, this 16th day of July 2026, the public welfare requiring it. |

ATTEST: |

Josh Roman
Mayor

Rebecca Hume
City Recorder

COMMERCIAL SITE DEVELOPMENT CONTRACT

INTRODUCTION

THIS SITE DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, 2026, by and between **PALMETTO MEMPHIS-LAKELAND- US HIGHWAY 64, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

W I T N E S S E T H:

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision and site plan submitted by Developer for **DUTCH BROS** (“Site”), and established certain conditions for approval of this Site Development Contract by the Board of Commissioners (“BOC”), and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City’s Design Review Commission (“DRC”) approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Site, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Site in accordance with the City’s standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the BOC, said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained and all other considerations herein recited, it is understood and agreed as follows:

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Site in accordance with the Site Plan dated April 9, 2026, approved by the Municipal Planning Commission on April 9, 2026 and Revised Site Plan approved by the Municipal Planning Commission on May 14, 2026 as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. The Developer shall at its expense provide all improvements and installations to be as set forth herein and on the approved Site Plan, Grading, Sanitary Sewer and Erosion Control Plans, including construction of all off-site improvements and erosion control systems (pertaining to this development).

3. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

OWNERSHIP

4. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee's intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

5. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

6. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer's obligations hereunder is subject to the approval of the City Attorney.

7. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

8. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Thirty-one Thousand Two Hundred Dollars (\$231,200.00)** for all required common improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(d) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

9. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that "thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested."

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker's compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. "All States Endorsement" is required or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer's employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer's employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

10. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

11. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public

Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

12. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

13. (a) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(b) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

(c) Developer shall also furnish, in writing, the itemized as-built construction cost of all public improvements.

14. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy (“C. O.”) to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy (“C. O.”) to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (3) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

15. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

16. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her

designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

EROSION, SEDIMENT AND DEBRIS

1. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Site are to be constructed by Developer according to plans and specifications approved by the City Engineer.

2. Developer agrees that it will provide necessary erosion control, including, but

not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Site until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

3. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

4. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

5. Developer shall pay to the City, the sum of **Five Hundred Dollars (\$500.00)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

6. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Site shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Site after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Site and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Site. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

7. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Site. Said plan shall be compatible with the overall drainage plan for the Site and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

8. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

9. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

10. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

11. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

12. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

13. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Site. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

14. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Site served by said structure.

15. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Site is to be subject to covenants and restrictions imposed by the Developer and/or if any area of the Site is to be maintained at the expense of a property owners association:

“The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

16. Developer agrees to pay to the City the sum of **Three Hundred Dollars (\$300.00)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

17. Developer agrees to pay to the City the sum of **Eight Hundred Dollars (\$800.00)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

18. Developer agrees to pay to the City the sum of **Two Hundred Dollars (\$200.00)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

19. Developer agrees to pay to the City the sum of **Two Hundred Dollars**

(\$200.00), (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

20. Developer agrees to pay to the City the sum of **Two Hundred Seventy-Five Dollars and Eighty-Five Cent (\$275.85)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Tree Removal Fee (per acre)

21. Developer agrees to pay to the City the sum of **Zero Dollars (\$0.00)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

22. Developer agrees to pay to the City the sum of **Fifty Dollars (\$50.00)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

23. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Site must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

24. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

25. In situations which may affect the safety or protection of persons, the work, or property at the Site or adjacent thereto, Developer, without special instruction or authorization

from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

26. Developer agrees that the City shall have the right to enter the Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

27. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

28. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

29. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Site, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

30. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Site in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

31. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

32. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

33. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language “all streets shall be kept clear and free of dirt and debris” in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

34. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

35. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney’s fees and the costs and expenses of such litigation, including reasonable attorney’s fees and the costs and expenses of such litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney’s fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City’s right to recover under the Security. The Security shall cover all Developer’s obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

36. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

37. Construction of Contract. Each party has received and had the opportunity to

review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

38. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

39. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

40. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

41. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY ENGINEER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

With Required Copies To:
City Manager; and
City Attorney
At same address as above.

- (ii) DEVELOPER
PALMETTO MEMPHIS-LAKELAND- US HIGHWAY 64, LLC
632 E. MAIN STREET SUITE 301
Lakeland, FL 33801
ATTN: Daniel King
Telephone: 615-440-6731

42. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

43. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Drainage Control Fee (w/ Basin)	\$500.00
(2)	Drainage Control Fee (w/o Basin)	N/A
(3)	Engineering Review Fee	\$300.00
(4)	Construction Inspection Fee	\$800.00
(5)	Administrative Review Fee	\$200.00
(6)	Geographical Information Systems Fee	\$200.00
(7)	Natural Resources Inventory & Analysis Fee	\$275.85
(8)	Tree Removal Fee	N/A
(9)	Warning Siren Fee	\$50.00
	Total	\$2,325.85

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2026**.

DEVELOPER:
PALMETTO MEMPHIS-LAKELAND-
US HIGHWAY 64, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, the within named bargainer, a corporation, and that such officer, as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as managing partner, by himself as _____.

Witness my hand and seal at office; this is the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Dutch Bros- Zoned C2			1	Lots	3.034	Acres
	Per Lot Fee					
Drainage Control Fee w/basin (per lot)	\$500.00		\$500.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$300.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$800.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$200.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$275.85			
Warning Siren (per lot)	\$50.00		\$50.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$0.00		N/A			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$200.00			
		Total =	\$2,325.85			



Board of Commissioners

Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - approving the purchase of two John Deere mowers from Tennessee Tractor, LLC through Sourcewell Contract # 112624-DAC

Staff Contact: Andrew Fisher, Parks and Recreation Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-87-2026.

BUDGET IMPACT

This expenditure is appropriated in the approved Fiscal Year 2027 annual budget.

DISCUSSION

The Parks and Recreation Department utilizes commercial mowing equipment daily to maintain the City's parks, green spaces, and various municipal properties. Two of the department's existing mowers have reached the end of their useful service life and have experienced increasing mechanical failures, resulting in higher maintenance costs, equipment downtime, and reduced operational efficiency. The proposed purchase will replace these aging units with two new John Deere Z950M ZTrak commercial mowers. Funding for this purchase has already been appropriated within the approved Fiscal Year budget, and no additional budget amendment is required.

RESOLUTION R-87-2026

APPROVING THE PURCHASE OF TWO JOHN DEERE MOWERS FROM
TENNESSEE TRACTOR, LLC THROUGH SOURCEWELL CONTRACT #112624-DAC

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase two John Deere mowers; and,

WHEREAS, the John Deere mowers are available for purchase from Tennessee Tractor, LLC through Sourcewell Contract #112624-DAC; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2027 annual budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to purchase two John Deere mowers from Tennessee Tractor, LLC in the amount of Twenty-Six Thousand Seven Hundred Six Dollars and Sixty-Eight Cents (\$26,706.68)

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16TH day of July, 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder

Prepared For

CITY OF LAKE LAND
10001 HIGHWAY 70
LAKE LAND, TN 380028068
(901) 867-2717
AFISHER@LAKE LANDTN.ORG

Prepared By

Justin Reasons
Tennessee Tractor, LLC
500 Community Park Road
DYERSBURG, TN 38024
731-696-5598
jreasons@tennesseetractor.com

Quote Id 2337894

Creation Date 06-Jul-2026

Expiration Date 13-Jul-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Z950M ZTrak	\$17,342.00	\$13,353.34	2	\$26,706.68
Contract: Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)				
Z950M ZTrak				

Equipment Total	\$26,706.68
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Quote Summary

Total Selling Price	\$26,706.68
Sub-total	\$26,706.68
Balance Due	\$26,706.68

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote # 2337894
Customer CITY OF LAKELAND

Z950M ZTrak

QTY In Group : 2

Hours	- - -	Extended Suggested List
Serial Number	- - -	\$17,342.00
Stock Number	- - -	Extended Selling Price
Contract	Sourcewell Grounds Maint 112624-DAC (PG BT CG 76)	\$26,706.68
PUK Parent Serial #	- - -	Discount Amount
		(\$3,988.66)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0695TC	Z950M ZTrak	1	\$15,299.00	23.0%	(\$3,518.77)	\$11,780.23

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States /Canada	1	\$0.00	23.0%	\$0.00	\$0.00
1504	60 In. Side Discharge Mower Deck	1	\$0.00	23.0%	\$0.00	\$0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$595.00	23.0%	(\$136.85)	\$458.15
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$1,448.00	23.0%	(\$333.04)	\$1,114.96
Total Base / Options			\$17,342.00		(\$3,988.66)	\$13,353.34

Grouped Equipment

Code	Description	Adjusted Selling Price
0695TC	Z950M ZTrak	\$13,353.34
Selling Price Subtotal		\$26,706.68
Total Selling Price		\$26,706.68



JOHN DEERE
FINANCIAL

WHY FINANCE WITH JOHN DEERE FINANCIAL?

Whether you're running a farm, managing a business, or maintaining your property, John Deere Financial is here to support you. With decades of experience and deep knowledge of John Deere equipment, we offer flexible financing solutions tailored to your needs, your goals, and your budget. From large-scale ag producers to commercial contractors to homeowners, we make it easier to own and operate the equipment you trust, with competitive rates and terms that work for you.

For generations, we've stood by our customers with reliable financing and long-term commitment. With John Deere Financial, your financing works as hard and reliably as your equipment, because we believe in building lasting relationships that grow with you.

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- Multiple finance solutions for the products and services you need.
- Enjoy a seamless experience with eStatements, easy account management through My Financial Accounts, secure eSignature options, and fast approvals—saving you time and simplifying your financial life.

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- Customized solutions — help choosing the best financial mix to support your needs.
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INSIGHTFUL

- Customer service team that thoroughly understands your industry and the challenges customers face.
- Financing solutions for real life.



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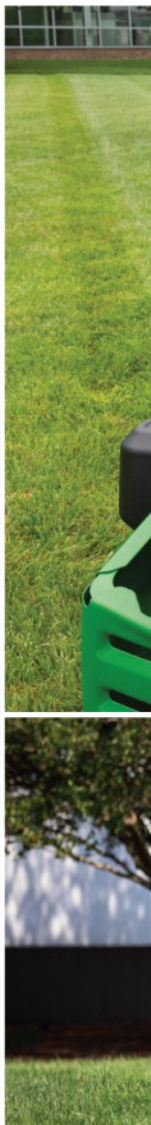
ZTrak™ M Series

Z920M | Z920M Propane* | Z930M | Z930M Propane* | Z950M | Z950M Propane* | Z955M EFI | Z960M | Z965M EFI | Z975M EFI

Efficiency? Value? This is Where the Rubber Meets the Road

The Z920M, Z930M, Z950M, and Z960M hit the sweet spot where value-driven performance and day-in, day-out driving durability come together. They deliver all the power you need, the effortless Mulch On Demand™ you want, and build quality that ensures years of reliable operation at every turn.

You'll also get peace of mind with a three-year/1200-hour (whichever comes first) warranty². These models are perfect for owner operators, government contractors, and other small businesses.

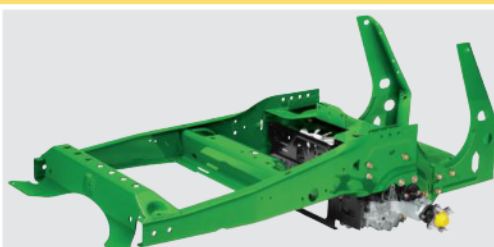


Expanded Height-of-Cut
range is easy to adjust and lock in place.

C-Channel Frame
built like a truck for greater durability.

7Iron™ PRO Deck
is forged from 7-gauge steel and stamped under pressure to improve airflow for a better-quality cut.

Scannable QR Code
lets you quickly view owner information, like maintenance schedules, operator's manuals, parts ordering details, and more.



*Propane conversion kit available in the US only.

Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - authorizing the City Manager to enter into an agreement with Sky Elements, LLC. for a drone display for the City of Lakeland's 2026 Christmas in Lakeland event

Staff Contact: Special Events Coordinator Alex Harris

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve R-90-2026.

BUDGET IMPACT

The contracted amount of this drone show has been approved in the FY 2027 budget.

DISCUSSION

Sky Elements LLC. has been a great partner to work with throughout the planning process. They have consistently been accommodating, responsive, and professional while delivering high-quality drone shows. Their experience and expertise in the industry give staff confidence in their ability to provide a successful drone display.

RESOLUTION R-90-2026

AUTHROIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SKY
ELEMENTS LLC. FOR A DRONE DISPLAY FOR THE CITY OF LAKELAND'S 2026
CHRISTMAS IN LAKELAND EVENT

WHEREAS, the City of Lakeland, Tennessee, (the "City") desires to host its second annual Christmas in Lakeland drone show special event; and,

WHEREAS, the City desires to have a 12-minute drone display; and,

WHEREAS, Sky Elements LLC is willing and able to offer the drone display for the City of Lakeland 2026 Christmas in Lakeland event.

WHEREAS, funding for this agreement is appropriated in the Fiscal Year 2027 annual budget:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to enter into an agreement with Sky Elements LLC to provide a drone display for the City of Lakeland 2026 Christmas in Lakeland event in the amount of Thirty-Five Thousand six hundred Dollars (\$35,600) upon approval of the form of the contract subject to the final review and approval of the City Attorney.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16TH day of July, 2026, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Rebecca Hume
City Recorder



This Agreement is made and entered into as of the date of the first signature below (the “Effective Date”), by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell, TX 75019 (“Sky Elements”), and the City of Lakeland, Tennessee, whose address is 10001 Highway 70, Lakeland, Tennessee 38002 (“Customer”). Sky Elements and Customer collectively are hereinafter referred to as the “Parties.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The Parties therefore agree as follows:

1. **Drone Display(s).** Sky Elements agrees to furnish Customer with drone display services, hereinafter referred to as “Display(s).” The Display(s) will be conducted in accordance with the following specifications:

Display Date(s): 12/12/2026

Drone Count: 250

Display(s) Location: 3536 Canada Road, Lakeland, TN 38002

2. **Payment Terms.** Customer shall pay Sky Elements \$ 35,600. Customer shall submit a 55% deposit immediately upon execution of this Agreement. The remaining balance for the Display(s) will be paid to Sky Elements seven days prior to the Display. Customer shall pay the invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before Display date shall give Sky Elements the right to cancel or postpone the Display without liability or obligation to refund any deposits. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its reasonable discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its reasonable discretion, Sky Elements’ Pilot in Command (“PIC”) may halt the display. The PIC may resume the Display(s) if the Sky Elements determines that safe conditions are restored.
4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2025-00682 including any subsequent revisions, renewals, updates, amendments, or any other waivers, exemptions, or authorizations Sky Elements or its employees are authorized to perform under (“**Waiver**”). Should Customer make a request that would violate the Waiver, Sky Elements shall notify Customer of such violation, and if Customer persists in such request, it shall be considered a material breach of this Agreement. Sky Elements shall have the right to immediately terminate this Agreement and retain all fees paid if Customer commits such material breach.

5. **Customer's Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation of the Display(s) ("Participating Persons") are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer's employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, losses, damages (whether direct, indirect, consequential, or incidental), or expenses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the Display(s) (each (i), (ii), and (iii), an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly or indirectly caused by Sky Elements or its personnel, Sky Elements

may cancel the Display(s) and any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 6(a) occurs, Sky Elements will provide Customer a refund of any amounts Customer paid to Sky Elements at the time of cancellation within ninety days of the cancellation. Sky Elements shall retain any and all reasonable expenses already incurred in preparation for the Display(s) including but not limited to show choreography and design.

- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s) and such cancellation is not directly or indirectly caused by Sky Elements, the cancellation fee will be 50% of the full invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Display(s) from moving forward as scheduled.
- c) If Customer cancels this agreement less than 30 days but more than 72 hours before the scheduled date of the Display(s) and such cancellation is not directly or indirectly caused by Sky Elements, the cancellation fee will be 75% of the full invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s) and such cancellation is not directly or indirectly caused by Sky Elements, the Customer shall pay Sky Elements the total amount of the invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

7. **Indemnification.**

- a) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements' gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements' conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to Agreement for or bind the other Party.

9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, drone show choreography, flight patterns and

other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “**Intellectual Property Rights**”) in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements.

10. **Confidential Information.**

- a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party or as otherwise required by law.
- b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall immediately notify the disclosing Party in writing so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party’s sole discretion.
- c) Under this Agreement, “**Confidential Information**” includes, but is not limited to, Sky Elements’ operating procedures, operations manuals, drone show choreography, flight patterns, technical specifications, pricing information, and any documents marked “Confidential.”
- d) The Parties shall be entitled to injunctive relief for any violation of this Section.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign, Adobe Sign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement (“Right”) is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.

13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.

14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.

17. **Force Majeure.** If for any reason beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, weather conditions (including but not limited to wind, rain, or lightning), or other similar events that would make the event impractical, unsafe, or impossible, the Parties agree Customer's sole remedy is to transfer the Display date subject to Sky Element's availability within 12 months of the original Display date. In no event will Sky Elements or Customer be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** The Parties agree that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the appropriate court in Shelby County, Tennessee. The Parties further accept for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue. The laws of the State of Tennessee shall govern this Agreement.
19. **Form of Written Notice.** The Parties shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
21. **FAA Approvals and Authorizations.** Sky Elements shall use commercially reasonable efforts to obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s). Customer acknowledges that such approvals are at the discretion of the FAA and delays or denials by the FAA shall not constitute a breach of this Agreement by Sky Elements.
22. **Representation and Warranty.**
 - a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, subject to weather conditions and other factors outside of Sky Elements' reasonable

control and shall devote adequate resources to meet its obligations under this Agreement.

- b) In the event of a materially defective Display, being a display that is performed materially different than the rendering or missing more than fifteen percent of the drones contemplated above in the Display(s), Sky Elements shall, in its sole discretion, either:
 - i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the full price of the Display.
- c) The remedies set forth in this section shall be Customer's sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

23. **Insurance.** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$10,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage, limited to the Display(s) specified in this Agreement. Sky Elements will also include RIC (LAKE DISTRICT), LLC, a Tennessee limited liability company, as an additional insured under the terms of this coverage as required by the memorandum between the Customer and RIC (LAKE DISTRICT), LLC. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this Agreement.

Nothing in this Agreement, the required insurance, any certificate of insurance, any additional insured endorsement, or any approval by the Customer shall be construed as a waiver of any governmental immunity or limitation of liability afforded to the Customer under Tennessee law, including the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*

24. **Electronic Signatures.** The Parties agree that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer. Subject to the terms and conditions of this Agreement, Sky Elements hereby grants Customer "Licensee" a non-exclusive, non-transferable, revocable, limited license to use licensed material solely for the

purpose of promoting the specific upcoming Display within a period of six months from the Effective Date of this Agreement or the Display Date, whichever is greater. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute, sublicense, sell, or create derivative works based on licensed material without prior written consent from Sky Elements. Licensee shall maintain the integrity of licensed material and shall not use it in a manner that materially discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the licensed material. Any rights not expressly granted herein are reserved by Sky Elements.

26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.
27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier, first-class mail with return receipt requested, or by email with confirmation of receipt from the receiving party.

Sky Elements
ATTN: Preston Ward
preston@skyelementsdrones.com
(817) 538-3207
820 W Sandy Lake Rd. Suite 200
Coppell, TX 75019

Customer:
ATTN: Emily Harrell, *City Manager*
eharrell@lakelandtn.org
(901) 867-2717
10001 Highway 70
Lakeland, Tennessee 38002

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY:_____

Date:_____

Preston Ward, Manager / General Counsel

CUSTOMER

BY:_____

Date:_____

Printed Name:_____

Company:_____

Title:_____

Meeting Cycle: Thursday, July 16, 2026

Subject: **Resolution** - authorizing the City Manager to execute a memorandum of understanding between the City of Lakeland and Romspen Investment Corporation for the City's 2026 Christmas in Lakeland event

Staff Contact: Special Events Coordinator Alex Harris

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve R-91-2026.

BUDGET IMPACT

No budget impact for this item.

DISCUSSION

After evaluating last year's Christmas in Lakeland event, City Staff identified parking and traffic as the biggest challenges due to the event's popularity. To improve the overall experience, staff developed a new event plan in partnership with Romspen Investment Corporation to utilize Lake District property for the event. This location provides more parking, a better event layout, and the opportunity to combine Christmas in Lakeland and the City's Christmas Parade into one community event.

RESOLUTION R-91-2026

AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAKELAND AND ROMSPEN INVESTMENT CORPORATION FOR THE CITY'S 2026 CHRISTMAS IN LAKELAND EVENT

- WHEREAS,** the City of Lakeland, Tennessee, desires to host its second annual Christmas in Lakeland Special Event; and,
- WHEREAS,** Sky Elements LLC. is willing and able to offer the drone display for the City of Lakeland 2026 Christmas in Lakeland; and,
- WHEREAS,** pursuant to Resolution R-90-2026, the City's Board of Commissioners approved an agreement with Sky Elements LLC to conduct a drone display as part of the 2026 Christmas in Lakeland; and,
- WHEREAS,** the City desires to conduct the drone display on the property owned by Romspen Investment Corporation; and,
- WHEREAS,** Romspen Investment Corporation agrees to allow the drone display to be conducted on the property owned Romspen Investment Corporation
- WHEREAS,** the City and Romspen Investment Corporation desire to enter into a Memorandum of Understanding ("MOU") to effectuate the same.
- WHEREAS,** the Board of Commissioners desires to approve the form of the MOU in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, in order to allow for the use of the Romspen Investment Corporation property to host the Lakeland 2026 Christmas in Lakeland:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Board hereby approves the MOU in substantially the same form as attached hereto as Exhibit A, which is subject to final review and approval of the City Attorney, and authorizes the City Manager staff to execute the MOU.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16TH day of July, 2026, the public welfare requiring it.

ATTEST

Josh Roman
Mayor

Rebecca Hume
City Recorder



10001 HWY 70, Lakeland, TN 38002

PH: 901-867-2717 Fax: 901-867-2063

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAKELAND AND ROMSPEN INVESTMENT CORPORATION RELATIVE TO
THE CHRISTMAS IN LAKELAND EVENT

This Memorandum of Understanding (the “MOU”), dated this ____ day of June, 2026, is by and between the City of Lakeland, Tennessee (the “City”), and RIC (LAKE DISTRICT), LLC, a Tennessee limited liability company (the “Romspen Investment Corporation”).

WHEREAS, the City is a Tennessee municipal corporation;

WHEREAS, the City desires to host its annual Christmas in Lakeland, a special event featuring a drone show and parade that are open to the public and intended to promote community engagement;

WHEREAS, the City intends to enter into an agreement with Sky Elements, LLC, a Texas limited liability company whose address is 820 W. Sandy Lake Drive, Coppell, TX 75019, to conduct a drone display as part of the Christmas in Lakeland event;

WHEREAS, the Romspen Investment Corporation agrees to allow the drone display to be conducted on property owned and maintained by Romspen Investment Corporation more commonly known as 3304 Canada Road, Lakeland, Tennessee 38002, and more particularly described with a Parcel Number L0159 00601 (“Romspen Investment Corporation’s Property”); and

WHEREAS, the City and Romspen Investment Corporation desire to enter into this MOU to effectuate the same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

Purpose.

The purpose of this MOU is to set forth the understanding between the City and Romspen Investment Corporation regarding the City's use of Romspen Investment Corporation's Property for the drone display conducted during the City's Christmas in Lakeland event.

Responsibilities.

The City shall be responsible for coordinating with Sky Elements, LLC regarding the setup, execution, and cleanup of the Christmas in Lakeland event.

The City shall designate areas of the property necessary for Sky Elements, LLC to conduct the drone display, subject to the approval of Romspen Investment Corporation and any reasonable conditions necessary to ensure safety and protection of Romspen Investment Corporation's Property.

The City shall coordinate with Sky Elements, LLC to ensure compliance with all applicable federal, state, and local laws, regulations, and fire safety requirements.

Both parties shall cooperate in good faith to ensure the success of the event and the safety of the public and property.

Drone Display Details.

The drone display conducted during the City's Christmas in Lakeland event will take place on December 12, 2026, at a time to be determined by the City.

The drone display will be conducted by Sky Elements, LLC during the City's Christmas in Lakeland event in accordance with the terms approved by the City's Board of Commissioners, the contract between the City and Sky Elements, LLC, and all applicable safety and regulatory standards.

The designated launch and viewing areas shall be determined by the City, subject to the approval of Romspen Investment Corporation, with consideration to safety, accessibility, and minimal disruption to Romspen Investment Corporation's Property. See launch zones in Exhibit A of this MOU.

In the event of inclement weather or other circumstances that render the drone display unsafe or impractical to be conducted during the City's Christmas in Lakeland event, the parties shall reasonably coordinate to determine an alternate date or cancellation procedure.

Liability.

The City shall require Sky Elements, LLC to maintain comprehensive general liability insurance in an amount of no less than \$10,000,000.00 and to name both the City and the Romspen Investment Corporation as additional insureds for the drone display. The City shall provide a copy of the Certificate of Insurance from Sky Elements, LLC to Romspen Investment Corporation. Nothing in this Agreement, the required insurance, any certificate of insurance, any additional insured endorsement, or any approval by the City shall be construed as a waiver of any governmental immunity or limitation of liability

afforded to the City under Tennessee law, including the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*

The City shall be liable for any damages to the property resulting from the Christmas in Lakeland event and returning the property to its normal condition, ready for businesses to open the next business day, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement.

General Provisions.

The City and Romspen Investment Corporation entered into that certain agreement styled “CITY OF LAKE LAND PARKS & RECREATION AGREEMENT FOR USAGE OF ROMSPEN INVESTMENT CORPORATION’S LAKE DISTRICT PROPERTY” on June 4th, 2026, which agreement shall remain in full force and effect between the parties. The terms and conditions of that agreement are incorporated by reference as if set forth fully herein and shall apply to the City’s use of Romspen Investment Corporation’s Property for the Christmas in Lakeland event except to the extent expressly modified by this Memorandum of Understanding.

The parties may only amend or terminate this Memorandum of Understanding in writing signed by both parties.

The parties agree to operate in good faith to implement the objectives of this Memorandum of Understanding.

This Memorandum of Law shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the City of Lakeland, Tennessee and RIC (LAKE DISTRICT),
LLC have executed this Memorandum of Understanding as of the first day above written.

[SIGNATURE PAGE TO FOLLOW]

CITY OF LAKELAND, TENNESSEE

Approved as to Form:

Emily Harrell, *City Manager*
City of Lakeland, Tennessee

Will Patterson, *City Attorney*
City of Lakeland, Tennessee

RIC (LAKE DISTRICT), LLC

Joel Mickelson, General Counsel
RIC (LAKE DISTRICT), LLC



10001 HWY 70, Lakeland, TN 38002

PH: 901-867-2717 Fax: 901-867-2063

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAKELAND AND ROMSPEN INVESTMENT CORORATION RELATIVE TO
THE CHRISTMAS IN LAKELAND EVENT

EXHIBIT A



