



Board of Commissioners
Regular Meeting Agenda
Thursday, August 17, 2023, 6:00 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
 1. **Ordinance - Second and Final Reading** - amending the fiscal year 2023 annual budget passed by ordinance O-10-2022, as amended by ordinances O-12-2022, O-13-2022, O-5-2023, O-9-2023, and O-11-2023.
- VI. TREASURER'S REPORT:
 1. *Interim July Treasurer's Report will be presented at the September 7, 2023 Board meeting.*
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - a. July 2023 Crime Report
 - City Manager's Report
 - a. August 2023 City Manager's Report, including Paving Project update
 - b. Eagle Scout Presentation
 - c. City Attorney's Update
 - Commissioners' Reports
 - a. Lakeland Board of Education - *Vice-Mayor Wright*
 1. Municipal Court Semi-Annual Update - *Hon. Kim Koratsky, Municipal Court Judge*

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

a. Regular Meeting Minutes - July 20, 2023

XI. REGULAR AGENDA:

1. **Ordinance - Second and Final Reading** - amending the fiscal year 2023 annual budget passed by ordinance O-10-2022, as amended by ordinances O-12-2022, O-13-2022, O-5-2023, O-9-2023, and O-11-2023.
2. **Resolution** - approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases V and VI-A.
3. **Resolution** - approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases IX-A and X-A.
4. **Resolution** - approving a professional services agreement with Fisher and Arnold, Inc. for the South Canada Road Resurfacing project.
5. **Resolution** - approving Amendment #3 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.
6. **Resolution** - approving the purchase of a Kubota M7060HD tractor from First Choice Farm and Lawn through Sourcewell Contract #031121.
7. **Resolution** - approving a temporary workspace agreement with Texas Gas Transmission, LLC.
8. **Resolution** - approving Change Orders #2 and #3 on the Clear Creek Sanitary Sewer Interceptor Phase A project.
9. **Resolution** - approving an agreement with HiLo Commercial Services,

LLC for janitorial services.

10. **Resolution** - approving fleet repairs by TAG Truck Center of Memphis.
11. **Resolution** - amending Resolution R-95-2023 approving a Retainage Escrow Agreement between the City of Lakeland, Eutaw Construction Company, Inc. and Pinnacle Bank for the Clear Creek Interceptor project.
12. **Resolution** - authorizing the City Manager to execute an agreement with True North Geographic Technologies, LLC for Cityworks and GIS hosting services.
13. **Resolution** - authorizing the City Manager to execute an agreement with True North Geographic Technologies, LLC for Cityworks and GIS general support services.
14. **Resolution** - authorizing the City Manager to execute an agreement with CivicPlus for CivicClerk and CP Media annual subscription renewals.
15. **Resolution** - authorizing the City Manager to execute an agreement with CivicPlus for SeeClickFix annual subscription renewal.
16. **Resolution** - authorizing the City Manager to execute an agreement with Flock Safety for annual renewal.
17. **Resolution** - authorizing appointments to the Community Advisory Board of the City of Lakeland, Tennessee.
18. **Resolution** - authorizing the submittal of a proposal to utilize Shelby County Commission capital funding.
19. **Discussion and Possible Action** - regarding the City of Lakeland's and partner agencies' facilities needs within the Lakeland Gateway.
Sponsored by Mayor Roman

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

Shelby County Sheriff's Office

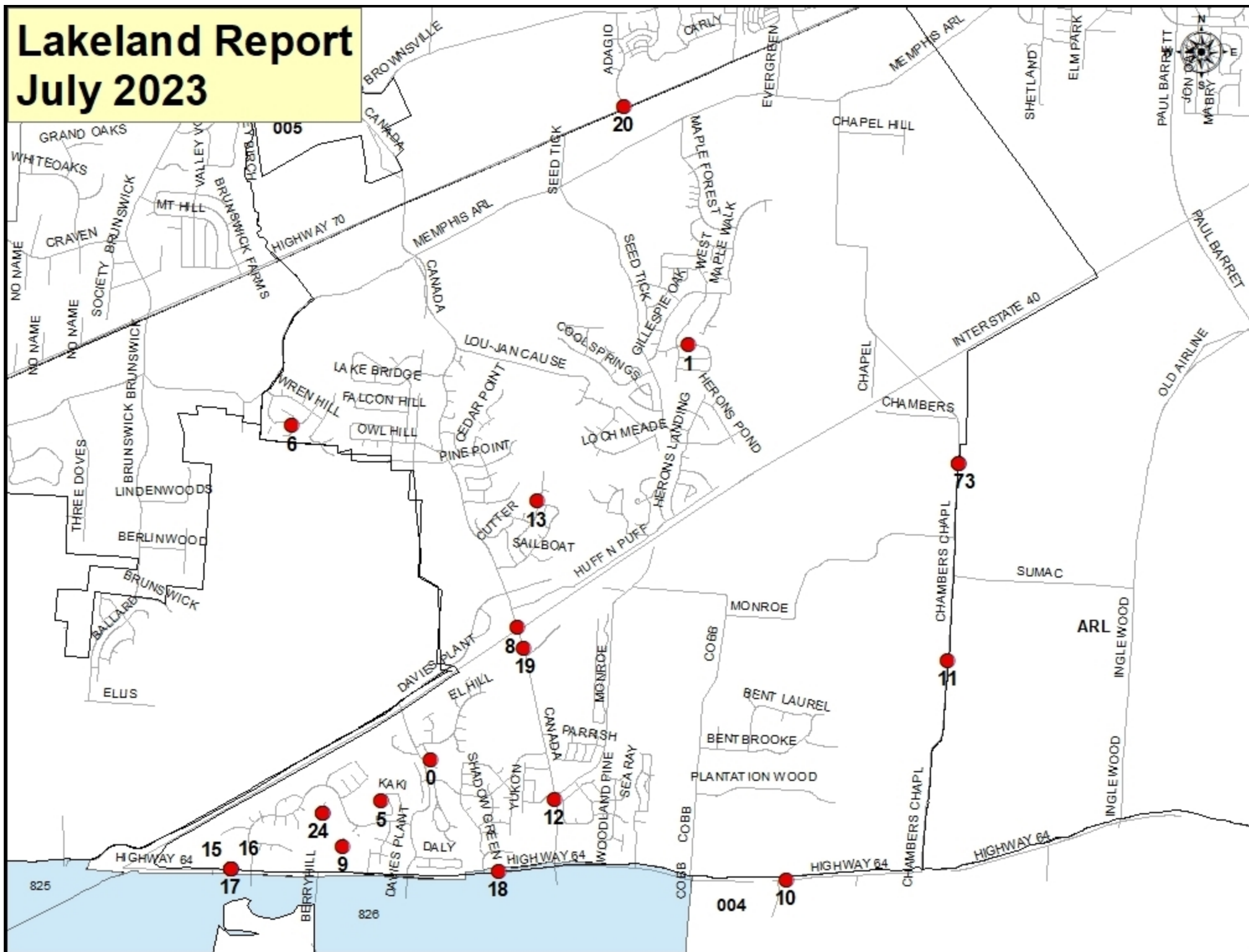


Crime Report

Lakeland
July 2023

Lakeland Report

July 2023



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
0	2307000370SH	Theft from Motor Vehicle		7/6/2023 5:33:00 PM
1	2307000460SH	Vandalism/Misdemeanor		7/8/2023 6:30:00 PM
2	2307000600SH	Burglary/Residential		7/11/2023 7:41:00 PM
3	2307000703SH	Burglary/Residential	PRIED FRONT DOOR	7/14/2023 12:09:00 AM
4	2307000720SH	MVT/Passenger Vehicle		7/14/2023 11:03:00 AM
5	2307000686SH	Theft from Building	BROKE FRONT DOOR	7/13/2023 4:50:00 PM
6	2307000520SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	7/10/2023 7:01:00 AM
7	2307000703SH	Vandalism/Misdemeanor	PRIED	7/14/2023 12:09:00 AM
8	2307001136SH	Aggravated Assault		7/23/2023 8:44:00 PM
9	2307000913SH	MVT/Passenger Vehicle		7/18/2023 11:22:00 AM
10	2307001128SH	Other Theft/Non-Specific		7/23/2023 2:52:00 PM
11	2307000981SH	Other Theft/Non-Specific		7/19/2023 8:51:00 PM
12	2307001012SH	Theft of Vehicle Parts/Accessories	TOOK APART FRONT DOOR	7/20/2023 11:44:00 AM
13	2307001359SH	Other Theft/Non-Specific		7/27/2023 11:50:00 PM
14	2307001347SH	Shoplifting/Felony	LAWFUL	7/27/2023 5:41:00 PM
15	2307001344SH	Shoplifting/Felony	LAWFUL	7/27/2023 5:13:00 PM
16	2307001439SH	Shoplifting/Misdemeanor	LAWFUL	7/29/2023 7:22:00 PM
17	2307001462SH	Shoplifting/Misdemeanor	THROUGH UNLOCKED DOOR	7/30/2023 10:34:00 AM
18	2307001231SH	Shoplifting/Misdemeanor	LAWFUL	7/25/2023 7:01:00 PM
19	2307001220SH	Vandalism/Felony		7/25/2023 4:15:00 PM
20	2307001301SH	Vandalism/Misdemeanor		7/26/2023 9:15:00 PM

All Incident Count

Incident 	Count
Aggravated Assault	1
Burglary/Non-residential	1
Burglary/Residential	2
Drugs/Narcotics Violation/Misdemeanor	1
Extortion/Blackmail	1
False Pretenses/Swindle/Confidence Game	1
Intimidation	2
MVT/Passenger Vehicle	2
Other Theft/Non-Specific	3
Shoplifting/Felony	2
Shoplifting/Misdemeanor	3
Simple Assault	2
Theft from Building	1
Theft from Motor Vehicle	2
Theft of Vehicle Parts/Accessories	1
Threatening Phone Call	1
Vandalism/Felony	1
Vandalism/Misdemeanor	3
Grand Total	30

Tracked Count

Tracked Crimes	Jul-23	Jun-23	Jul-22
Agg Assault	1	2	0
Burg Bus	0	1	0
Burg Const	0	0	0
Burg Res	2	2	1
MVT	2	4	0
Other Lar	8	6	5
Robb Ind	0	0	0
Theft Fm Bldg	1	1	1
Theft fm Mot Veh	3	3	5
Vandalism	4	5	2
Totals	21	24	14

END OF PRESENTATION

CITY OF
LAKELAND
TENNESSEE

City Manager's Report
August 2023

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

BOC Priorities Linkage

City Manager's Report

BOC Priorities Linkage

Public Safety	Economic Development
16 - RES - Flock Safety Camera renewal 17 - RES - Community Advisory Board reappointments	19 - Discussion - facilities needs in Lakeland Gateway
Parks and Recreation Improvements	Enhance City Planning
18 - RES - authorization for funding request for fields	
Road Maintenance	Administrative Support / Other
4 - RES - South Canada Road resurfacing 5 - RES - TDOT agreement amendment for New Canada Road	1 - ORD - FY23 Budget Amendment 2 - RES - Lakeland Meadows V and VI-A contract 3 - RES - Lakeland Meadows IX-A and X-A contract 6 - RES - Sewer tractor purchase 7 - RES - Texas Gas temp work space agreement 8 - RES - Clear Creek Interceptor change orders 9 - RES - Janitorial services contract award 10 - RES - Fleet repairs on emergency basis 11 - RES - Amendment on interceptor escrow agreement 12 - RES - Cityworks and GIS hosting renewals 13 - RES - Cityworks and GIS support service renewals 14 - RES - CivicPlus renewal 15 - RES - SeeClickFix (Lakeland Connect App) renewal

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

Updates

Updates

- Lakeland Recreation Center status update
- Paving project update –
 - Evergreen Hills
 - Paving plans for fiscal year 2024 (Fall 2023 study timing)
- High Wind Event June 2023 status and cost estimate

CITY OF
LAKE**LAND**
TENNESSEE
City Manager's Report

City Staff Highlights

City Manager's Report

City Staff Highlights

Birthdays

[See all](#)



Luis Camarillo Hernandez
Staff Engineer
Aug 8
🎂 Happy Birthday



Alex Barthol
Staff Planner
Aug 20
🎂 Happy Birthday

Anniversaries

[See all](#)



Rhonda Fink
Aug 19
🎂 10th Anniversary!



Bill Watkins
Aug 22
🎂 7th Anniversary!



Dylan Embree
Aug 27
🎂 4th Anniversary!



Luis Camarillo Hernandez
Staff Engineer
Aug 15
🎂 1st Anniversary!

City Manager's Report

City Staff *SuperStar*





City Manager's Report Questions?

LAKELAND MUNICIPAL COURT
SEMI-ANNUAL REPORT
August 2023



IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE

FILED
06/08/2023
Clerk of the
Appellate Courts

IN RE: COVID-19 PANDEMIC

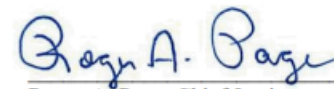
No. ADM2020-00428

ORDER ENDING STATE OF EMERGENCY

On March 13, 2020, in response to the COVID-19 pandemic, the Chief Justice of the Tennessee Supreme Court declared a state of emergency for the Judicial Branch of Tennessee government and activated a Continuity of Operations Plan for the courts of Tennessee. *See* Tenn. Const. Art. VI, § 1; Tenn. Code Ann. §§ 16-3-501 to 16-3-504 (2009); *Moore-Pennoyer v. State*, 515 S.W.3d 271, 276-77 (Tenn. 2017); Tenn. Sup. Ct. R. 49. This state of emergency constituted a “disaster” for purposes of Tenn. Sup. Ct. R. 49 and Tenn. Code Ann. § 28-1-116. On December 22, 2020, the Court extended the state of emergency for the Judicial Branch of Tennessee government and the Continuity of Operations Plan for the courts of Tennessee, and the state of emergency and Continuity of Operations Plan have remained in effect since that date. Pursuant to its authority under the state of emergency and the Continuity of Operations Plan, the Court issued numerous orders addressing aspects of the operation of the courts and agencies of the Judicial Branch of Tennessee government. While many of those orders expired by their own terms or were rescinded by subsequent orders, others remain in effect. In light of the end of the COVID-19 Public Health Emergency at the federal level and the dramatically diminished effect of COVID-19 on the functioning of the Judicial Branch of Tennessee government, the Court declares an end to the previously declared state of emergency for the Judicial Branch of Tennessee government and an end to the previously activated Continuity of Operations Plan for the courts of Tennessee. The Court rescinds those orders issued pursuant to the state of emergency and Continuity of Operations Plan that have not previously expired by their own terms or been rescinded by subsequent orders.

It is so ORDERED.

FOR THE COURT:


Roger A. Page, Chief Justice

Wellness Precautions

On June 8, 2023, the Tennessee Supreme Court ended its COVID-19 state of emergency, as well as the COVID-19 protocols for in-person proceedings. Based on this new order, the Lakeland Municipal Court will no longer enforce any specific COVID-19 protocols. Persons appearing before the court may, however, wear face covering during court proceedings if they wish to do so. If available, a mask will be provided to anyone who wishes to wear a mask but does not have one.

Please note that these protocols will be modified based upon any subsequent Orders of the Tennessee Supreme Court, or guidance by the Shelby County Health Department, so please follow any instructions you are given upon entry into City Hall on your court date.

Remote Hearings

On June 8, 2023, the Tennessee Supreme Court filed an order amending Supreme Court Rule 55. This new order allows Tennessee courts to continue the use of technology to conduct court proceedings and other court business remotely. As such, the Lakeland Municipal Court may, at its discretion, hold virtual hearings as opposed to, or in addition to, in-person proceedings.

If you have any questions, please call the Court Clerk at (901) 867-2717.

Language Interpreters

Any defendant who believes they will need an interpreter in order to understand the court proceedings may contact the Court Clerk at (901) 867-2717 to request an interpreter. We ask that you contact the Clerk regarding an interpreter at least five days in advance of the date of your hearing. If you wait until you arrive for court to make the request, this may result in delay of your hearing or continuance of your case.

Intérpretes de Lenguas Orales

Todo acusado/demandado que crea que necesitará un intérprete para entender lo que sucede en su proceso judicial puede contactar al Secretario o Secretaria de la Corte al (901) 867-2717 para solicitar un intérprete. Le pedimos que contacte al Secretario o Secretaria para solicitar un intérprete con por lo menos cinco días de anticipación previos a la fecha de su audiencia. Si espera hasta llegar a la corte para hacer su solicitud, esto puede resultar en la demora de su audiencia o la postergación de su caso.



Municipal Technical Advisory Service
INSTITUTE for PUBLIC SERVICE



TN MUNICIPAL JUDGES CONFERENCE

Spring 2023

Criminal Trespass – TCA 39-14-405

- Old laws for loitering, prowling, trespassing were repealed by the legislature.
- Many cities adopted these old laws in their code, and they're not unenforceable.
- **Replacement law is a Class C Misdemeanor, which can be adopted into your city code by ordinance.**
- Police can issue citations like normal.
- Heard in city court, so civil offense. Fine, court costs, taxes.
- No possibility of jail in a traditional city court.
- Not dependent on the DA. Shows citizens you're doing all you can.



Municipal Technical Advisory Service
INSTITUTE for PUBLIC SERVICE

Expungement of Municipal Code Violations – TCA 16-18-302(a)

- A municipal court now has jurisdiction to expunge conviction for a violation of a municipal ordinance from the public records if the offender petitions the court for such relief.
 - Must be at least 180 days after the completion of penalty imposed
 - Must have fulfilled all requirements of the judgment of the court, including payment of all fines and court costs
 - Court Clerk may charge a fee for expunction of the record (\$100) which must be set by law or ordinance



Lakeland School System

Learn. Grow. Lead.

CITY *of* **LAKELAND**

ORDINANCE VIOLATION LIST

13-106	Health and Sanitation Nuisances
13-107	Inoperative vehicles on or adjacent to residential property
13-108	Overgrown and dirty lots
13-109	Accumulation and/or storage of loose limbs and yard waste
13-202	Junk Prohibited
13-410	Hazardous tree – private property
14-409	Signs – Failure to obtain permit
14-703	Illegal fence
14-709	Erection of fence without permit
15-601	Improper parking on street – motor vehicle (72 hours) or RV/utility trailer/boat (any time)
15-609	Improper parking and/or storage of recreational vehicles and equipment on residential land
17-102	Unclean premises – solid waste
17-110	Improper disposal – solid waste/recyclable materials

Municipal Court January - June 2023

Number	Cases by Name	Appeared	# of Violations	Court Date	Court Cost	Fines	Total Fines and Fees Collected	Result	Litigation Tax Collected	State Education Fee	Violations Noted
44	Jimmy & Terri Chism	No	1	Jan-23	\$100.00	\$50.00		Violations corrected	Outstanding	Outstanding	13-410
45	Timothy & Tracey Jordan	Yes	1	Jan-23	\$100.00	\$25.00	\$125.00	Violations corrected	\$13.75	\$1.00	13-410
46	Jacob Flowers	Yes	1	Jan-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$13.75	\$1.00	15-609
47	Emad Hanna	Yes	1	Jan-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$13.75	\$1.00	15-609
48	Michael Jones	Yes	1	Mar-23	\$100.00	\$100.00	\$150.00	Violations corrected	\$13.75	\$1.00	15-609
49	Thomas Knootz	No	1	Mar-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$13.75	\$1.00	15-609
50	Michael & Heather Taylor	Yes	1	Apr-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$27.50	\$1.00	13-410
51	Luis Chourio	Yes	1	Apr-23				Order of Continuance			13-410
52	David Jones	Yes	1	May-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$27.50	\$1.00	15-609
53	Kennith Henderson	Yes	1	May-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$27.50	\$1.00	13-410
51	Luis Chourio	Yes	1	Jun-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$27.50	\$1.00	13-410
54	Timothy Gillespie	Yes	1	Jun-23	\$100.00	\$50.00	\$150.00	Violations corrected	\$27.50	\$1.00	13-109
55	Joe Gillespie	No	2	Jun-23				Continued			13-106
56	Joe Gillespie	No	1	Jun-23				Continued			13-107
57	Joe Gillespie	No	1	Jun-23				Continued			13-108
58	Joe Gillespie	No	1	Jun-23				Continued			13-202
				TOTALS	\$1,100.00	\$575.00	\$1,475.00		\$206.25	\$10.00	

QUESTIONS?



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 20, 2023, 6:00 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002**

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Josh Roman at 6:00 p.m. on Thursday, July 20, 2023.
- II. **INVOCATION:** Offered by Vice-Mayor Wright.
- III. **PLEDGE:** Mayor Roman led the pledge to the flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Josh Roman, Vice-Mayor Wright, Commissioner Jim Atkinson, Commissioner Michele Dial, and Commissioner Connie McCarter were present (For the record, Sue Lipscomb served as recorder for this meeting).

Staff personnel in attendance were City Manager Michael Walker, Planning Director Paul Luker, Finance Director Carlin Stuart, Parks and Recreation Director Patrick O'Mara, ITS Director Josh Thompson, Chief Construction Inspector/ Public Works Matt Brown, IT Systems & Support Analyst Adam Francis, Human Resources Generalist/ Recorder Sue Lipscomb and City Attorney Will Patterson.

- V. **PUBLIC HEARING:**
- VI. **TREASURER'S REPORT:**
Interim June 2023 Treasurer's Report – Presented by Finance Director Carlin Stuart.
- VII. **REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:**
 - Sheriff's Report: June 2023 Crime Report – Report offered by Sgt. Dotson.
 - City Manager's Report: City Manager Michael Walker offered the July 2023 report.
 - Wastewater Manager Spencer Smalley was named the Super Star staff member for the month of July and complimented by the board.
 - Special thanks given for the staff that helped man the cooling stations.
 - Commissioner's Report
 - a. Industrial Development Board Meeting – Mayor Roman offered a report.
 - b. Lakeland Board of Education – Vice-Mayor Wright offered a report.
 - c. Parks and Recreation & Natural Resources Board – Commissioner Dial offered a report.
 - d. Municipal Planning & Design Review Commission – Commissioner Atkinson offered a report.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 20, 2023, 6:00 P.M.
CITY HALL, LAKE LAND. TENNESSEE 38002**

VIII. PUBLIC COMMENTS:

For the record: No comments were heard at this time.

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

- a. Regular Meeting Minutes – June 15, 2023
- b. Special Meeting Minutes – July 17, 2023

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

When the question was called the consent agenda was approved as presented, roll call vote, 4 in favor 1 against (4-1).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Nay
Mayor Roman	Yea

For the record: The order of business was changed without objection.

XI. REGULAR AGENDA:

1. Resolution – authorizing the Mayor to execute a funding agreement between The City of Lakeland and The Lakeland Area Chamber of Commerce for Fiscal year 2023-2024. (Previously item # 2)

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

Discussion ensued.

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

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 20, 2023, 6:00 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

2. **Discussion and Possible Action** – Chamber of Commerce activities related to economic development in Lakeland. (Previously item # 3)
Commissioner McCarter moved to bring this item to the floor, seconded by Mayor Roman.

Discussion ensued.

For the record: Comments were heard from the following:

Chris Jenkins – Lakeland Chamber of Commerce

Mrs. Barney – Present in the audience

At the conclusion of the discussion no action was taken.

3. **Ordinance – First Reading** – amending the fiscal year 2023 annual budget passed by ordinance O-10-2022, as amended by ordinances O-12-2022, O-13-2022, O-5-2023, O-9-2023, and O-11-2023. (Previously Item # 1)
Mayor Roman moved to bring this item to the floor, seconded by Vice-Mayor Wright.

Discussion ensued.

When the question was called the first reading of the ordinance passed as presented, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

4. **Resolution** – authorizing the submittal of an application to the Tennessee Department of Transportation for the 2023 Statewide Partnership Program.

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

Discussion ensued.

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

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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5. **Resolution** – authorizing the submittal of an application to the Tennessee Department of Environmental and Conservation for the American Rescue Plan Competitive Grant program.

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

Discussion ensued.

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

6. **Resolution** –authorizing the Public Works Director to explore and apply for funding through State of Tennessee and/or Federal Emergency Management agencies for reimbursement of expenses related to the high wind event of June 25, 2023.

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

Discussion ensued.

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

7. **Resolution** – approving the emergency procurement of debris removal and hauling services.

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

Discussion ensued.

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

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

For the record: Items # 8 & # 9 were combined and read at the same time.

8. **Resolution** – approving the emergency procurement of contracted services for tree removal and pavilion demolition.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL. LAKELAND. TENNESSEE 38002**

9. **Resolution** – approving the emergency procurement of downed and dangerous tree removal and hauling services.

Vice-Mayor Wright moved to bring items 8 & 9 to the floor, seconded by Commissioner Dial.

Discussion ensued.

When the question was called the 2 resolutions passed as presented, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

10. **Resolution** – adopting an Information Security Program for the City of Lakeland.

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

Discussion ensued.

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

11. **Resolution** – authorizing the City Manager to execute an agreement with Central Technologies, Inc. for Microsoft 365 annual license renewal.

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

Discussion ensued.

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

12. **Resolution** – authorizing the City Manager to execute an agreement with Cityworks for annual license renewal.

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

Discussion ensued.

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



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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13. **Resolution** – approving a Retainage Escrow Agreement between the City of Lakeland, Eutaw Construction Company, Inc. and Trustmark Bank for the Clear Creek Interceptor project.

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

Discussion ensued.

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

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

14. **Resolution** – authorizing the City Manager to execute a letter of intent with The Lake District, LLC for the purchase of 7.3 acres located in The Lake District.

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

Discussion ensued.

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

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

XII. ANNOUNCEMENTS:

For the record: A moment of silence was given for Memphis Fire Fighter and a resident of Lakeland Lt. Jeff Norman.

- XIII. ADJOURNMENT:** There being no other business on which to act, the meeting was adjourned without objection at 7:36 p.m. on Thursday, July 20, 2023.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JULY 20, 2023, 6:00 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002**

These minutes were approved on August 17, 2023.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

Draft

Meeting Cycle: Thursday, August 17, 2023

Subject: **Ordinance - Second and Final Reading** - amending the fiscal year 2023 annual budget passed by ordinance O-10-2022, as amended by ordinances O-12-2022, O-13-2022, O-5-2023, O-9-2023, and O-11-2023.

Staff Contact: Carlin Stuart, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-12-2023.

BUDGET IMPACT

The budget impact of this ordinance is as listed in Section 1 of the ordinance - to increase expenditures in the Solid Waste fund by \$135,000, and to increase transfers out in the General Fund by \$63,500.

DISCUSSION

Partially due to the increased vegetative disposal fees related to the leaf collection program, the cost of contracted service in the Solid Waste Fund is anticipated to exceed the original budget by approximately \$200,000. The original budget was \$835,000, and the estimate for fiscal year 2023 is \$1,035,000. Of this overage, approximately \$65,000 can be absorbed within the Solid Waste Fund through budgetary transfers, leaving the remaining \$135,000 as the needed budget amendment.

Additionally, the Solid Waste Fund budget anticipated a remaining fund balance as of June 30, 2023, of approximately \$71,500, prior to this amendment. As appropriations are increasing \$135,000, a transfer of \$63,500 is needed from the General Fund to avoid negative fund balance in the Solid Waste Fund.

ORDINANCE O-12-2023

AMENDING THE FISCAL YEAR 2023 ANNUAL BUDGET, PASSED BY ORDINANCE O-10-2022, AS AMENDED BY ORDINANCES O-12-2022, O-13-2022, O-5-2023, O-9-2023, AND O-11-2023

- WHEREAS,** the City of Lakeland adopted the fiscal year 2022-2023 budget by passage of Ordinance O-10-2022 on June 9, 2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-12-2022 on August 11, 2022, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-13-2022 on October 6, 2022, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022 and amended by Ordinance O-12-2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-5-2023 on March 9, 2023, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022 and amended by Ordinance O-12-2022 and Ordinance O-13-2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-9-2023 on May 4, 2023, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022 and amended by Ordinances O-12-2022, O-13-2022, and Ordinance O-5-2023; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-11-2023 on June 15, 2023, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022 and amended by Ordinances O-12-2022, O-13-2022, O-5-2023, and Ordinance O-9-2023; and,
- WHEREAS,** expenditures in the City of Lakeland's funds are expected to differ from the budget, as amended:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that changes be made to the fiscal year 2022-2023 annual budget as follows:

- SECTION 1.** Ordinances O-10-2022, O-12-2022, O-13-2022, O-5-2023, O-9-2023, and O-11-2023 are hereby amended to increase budgeted expenditures in Solid Waste Fund accounts 424 E 43260 920 (SDW – Contracted Services) by one hundred thirty five thousand dollars (\$135,000), increase budgeted other financing sources in Solid Waste Fund Account 424 R 37950 (Transfer in – General Fund) by sixty-three thousand five hundred dollars (\$63,500), and increase budgeted other financing uses in General Fund account 110 E 41625 710 (Transfer Out – Solid Waste) by sixty-three thousand five hundred dollars (\$63,500).

ORDINANCE O-12-2023

AMENDING THE FISCAL YEAR 2023 ANNUAL BUDGET,
PASSED BY ORDINANCE O-10-2022, AS AMENDED BY
ORDINANCES O-12-2022, O-13-2022, O-5-2023, O-9-2023, AND O-11-2023

SECTION 2. The Board of Commissioners authorizes the Finance Director to cause said changes to be made in the accounting system.

SECTION 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 4. 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: July 20, 2023

Public Hearing: August 17, 2023

Final Reading: August 17, 2023

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb

Recorder Pro Tempore



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases V and VI-A.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-102-2023.

BUDGET IMPACT

The development fees associated with this contract total \$193,315.82, of which \$78,615.82 is General Fund revenue and \$114,700.00 is Sewer Fund revenue.

DISCUSSION

Lakeland Meadows Planned Development is located north of Highway 70 and west of Winstead Farms Subdivision. The Outline Plan and Preliminary Development Plan were approved by the Board of Commissioners in October 2018. An amendment to the Outline Plan was approved by the Board of Commissioners in February 2023.

Phase V and VI-A consist of 37 single family residential lots on 22 acres north of Old Brownsville Road. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of \$478,070.75 will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-102-2023

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT PHASES V AND VI-A

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 118.63 acres, also identified by Parcel ID# LO140 00299 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 37 lot subdivision to be known as Lakeland Meadows Planned Development Phases V and VI-A ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and BOC, have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; 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, playgrounds, swimming pools, tennis courts and other recreational facilities, 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 Subdivision 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;

RESOLUTION R-102-2023

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK
DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT
PHASES V AND VI-A

and,

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer's compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth:

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 residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases V and VI-A.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2023**, by and between **VALLEYBROOK DEVELOPMENT, 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”).

WITNESSETH:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 118.63 acres, also identified by Parcel ID # LO140 00299 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **37-lot** subdivision to be known as **Lakeland Meadows Planned Development Phase V & VI-A** (“Subdivision”); and

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision plan submitted by Developer with respect to the Subdivision (“Preliminary Development Plan”); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; 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, playgrounds, swimming pools, tennis courts and other recreational facilities, 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 Subdivision 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

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.

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

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer’s compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan and Preliminary Development Plan dated September 12, 2018, approved by the Municipal Planning Commission on September 20, 2018 and Board of Commissioners on October 4, 2018 and Amended Outline Plan approved by the Municipal Planning Commission on January 19, 2023 and Board of Commissioners on February 9, 2023, 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. 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.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. 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.

6. 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.

7. 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.

8. 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

9. (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 **Four Hundred Seventy-Eight Thousand Seventy Dollars and Seventy-Five Cents (\$478,070.75)** for all public and/or private internal 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) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) 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.

(e) 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

10. (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

11. (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.

12. 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.

13. 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.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) 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.

(c) 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.

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

15. (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

16. 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.

17. (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

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Fourteen Thousand Seven Hundred Dollars (\$114,700)**, which reflects the sewer development fee as required by Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. 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 Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. 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 Subdivision 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.

34. 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 Subdivision 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.

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Eighteen Thousand Five Hundred Dollars (\$18,500)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. 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 Subdivision 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 Subdivision 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 Subdivision 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 Subdivision. 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.

38. 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 Subdivision. Said plan shall be compatible with the overall drainage plan for the

Subdivision 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 Subdivision. 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.

45. 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 Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision 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

47. Developer agrees to pay to the City the sum of **Eleven Thousand One Hundred Dollars (\$11,100)**, (\$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

48. Developer agrees to pay to the City the sum of **Eleven Thousand Six Hundred Dollars (\$11,600)**, (\$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

49. Developer agrees to pay to the City the sum of **Three Thousand Eight Hundred Dollars (\$3,800)**, (\$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

50. Developer agrees to pay to the City the sum of **Two Thousand Dollars (\$2,000)**, (\$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)

51. Developer agrees to pay to the City the sum of **Seven Hundred Fifty-One Dollars and Eighty-Five Cents (\$751.85)**, (\$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.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Three Thousand Seven Hundred Dollars (\$3,700)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Two Thousand Two Hundred Seven Dollars and Forty Cents (\$2,207.40)**, (\$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

54. Developer agrees to pay to the City the sum of **One Thousand Eight Hundred Fifty Dollars (\$1,850)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Eight Hundred Forty-One Dollars and Forty-Eight Cents (\$841.48)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. 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 Subdivision 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.

57. 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.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision 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 Subdivision 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.

59. Developer agrees that the City shall have the right to enter the Subdivision 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.

60. 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.

61. 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.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. 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 Subdivision, 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.

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty-Two Thousand Two Hundred Sixty-Five Dollars and Nine Cents (\$22,265.09)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision 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.

66. 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.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision 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.

68. 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.

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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
VALLEYBROOK DEVELOPMENTS, LLC
ATTN: LOUIS RICCI
8620 TRINITY ROAD SUITE 202
CORDOVA, TN 38018
Telephone: **(901) 870-0900**

77. 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.

78. 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)	Sewer Development Fee	\$114,700.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$18,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$11,100.00
(8)	Construction Inspection Fee	\$11,600.00
(9)	Administrative Review Fee	\$3,800.00
(10)	Geographical Information Systems Fee	\$2,000.00
(11)	Natural Resources Inventory & Analysis Fee	\$751.85
(12)	Parkland Improvement Fee	\$3,700.00
(13)	Tree Removal Fee	\$2,207.40
(14)	Warning Siren Fee	\$1,850.00
(15)	Parkland Dedication Fee	\$22,265.09
(16)	Parkland Review Fee	\$841.48
	Total	\$193,315.82

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, 2023.

DEVELOPER:
VALLEYBROOK DEVELOPMENT, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

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 _____.

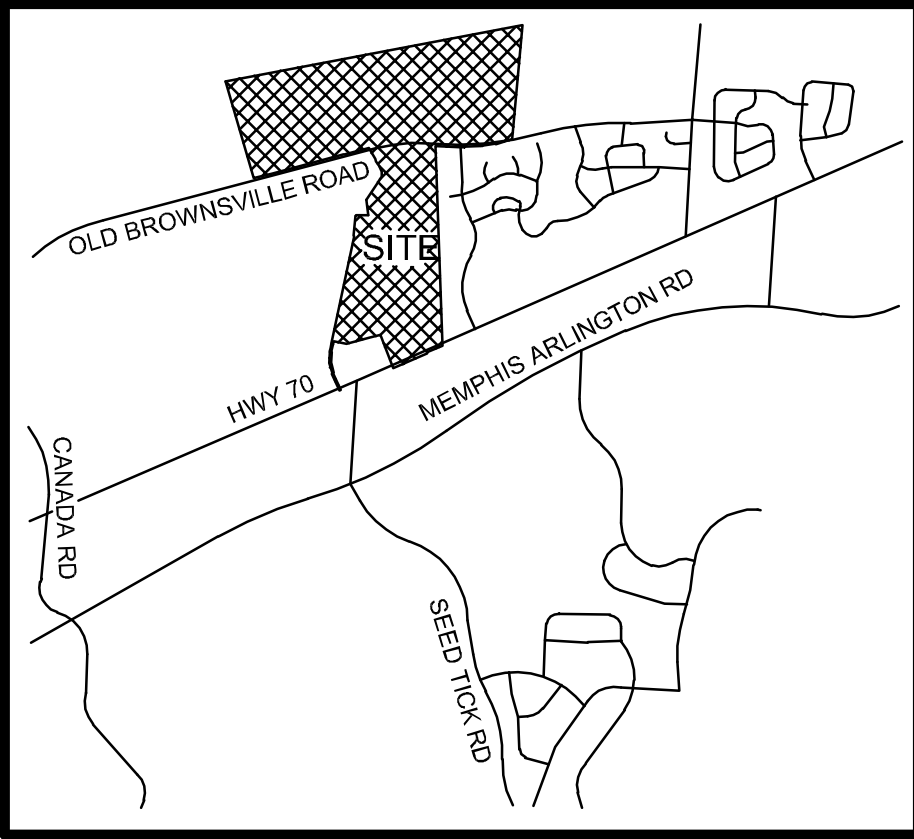
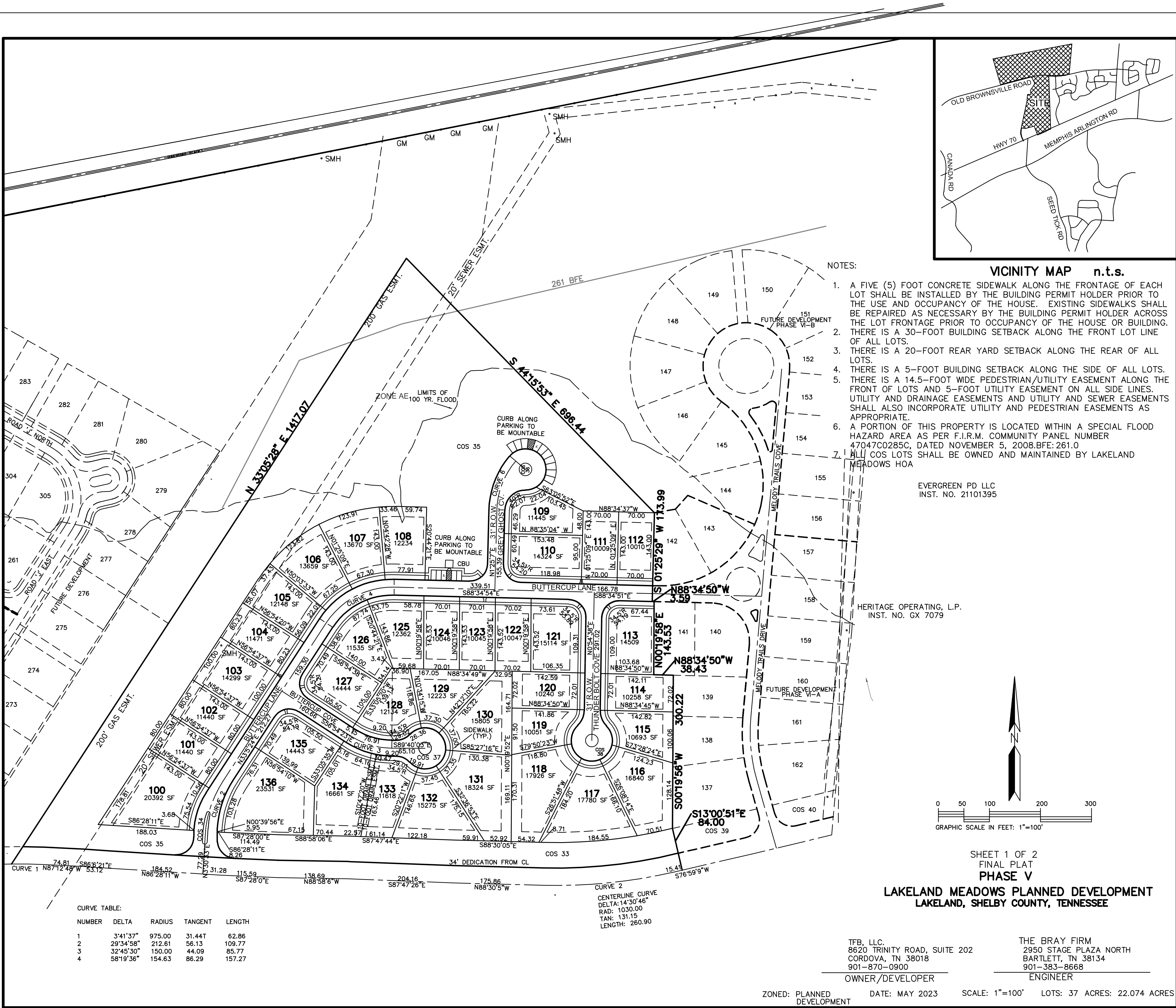
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

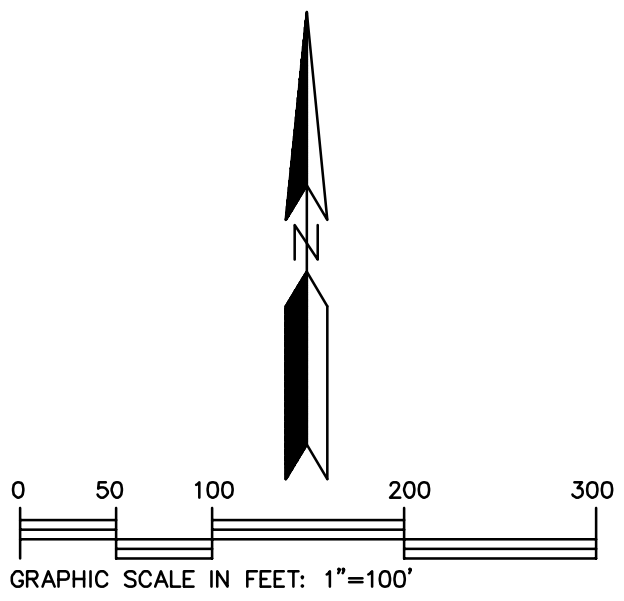
Subdivision Development Fees Worksheet						
Lakeland Meadows				37	Lots	22.07
	Per Lot Fee					Acres
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$114,700.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A			
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$18,500.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$11,100.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$11,600.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$3,800.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$751.85			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00		N/A			
Warning Siren (per lot)	\$50.00		\$1,850.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$2,207.40			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$2,000.00			
Parkland Improvement Fee (per lot)	\$100.00		\$3,700.00			
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$841.48			
		Total =	\$171,050.73			
	Acres/Lot =	0.59659459				
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	37				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.4				
D=Dedication in acres	D =	1.52292	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$22,265.09			
Total Amount Due			\$193,315.82			



- NOTES:
1. A FIVE (5) FOOT CONCRETE SIDEWALK ALONG THE FRONTAGE OF EACH LOT SHALL BE INSTALLED BY THE BUILDING PERMIT HOLDER PRIOR TO THE USE AND OCCUPANCY OF THE HOUSE. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE HOUSE OR BUILDING.
 2. THERE IS A 30-FOOT BUILDING SETBACK ALONG THE FRONT LOT LINE OF ALL LOTS.
 3. THERE IS A 20-FOOT REAR YARD SETBACK ALONG THE REAR OF ALL LOTS.
 4. THERE IS A 5-FOOT BUILDING SETBACK ALONG THE SIDE OF ALL LOTS.
 5. THERE IS A 14.5-FOOT WIDE PEDESTRIAN/UTILITY EASEMENT ALONG THE FRONT OF LOTS AND 5-FOOT UTILITY EASEMENT ON ALL SIDE LINES. UTILITY AND DRAINAGE EASEMENTS AND UTILITY AND SEWER EASEMENTS SHALL ALSO INCORPORATE UTILITY AND PEDESTRIAN EASEMENTS AS APPROPRIATE.
 6. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. COMMUNITY PANEL NUMBER 47047C0285C, DATED NOVEMBER 5, 2008.BFE:261.0 ALL COS LOTS SHALL BE OWNED AND MAINTAINED BY LAKELAND MEADOWS HOA

EVERGREEN PD LLC
INST. NO. 21101395

HERITAGE OPERATING, L.P.
INST. NO. GX 7079



SHEET 1 OF 2
FINAL PLAT
PHASE V
LAKELAND MEADOWS PLANNED DEVELOPMENT
LAKELAND, SHELBY COUNTY, TENNESSEE

CURVE TABLE:

NUMBER	DELTA	RADIUS	TANGENT	LENGTH
1	3°41'37"	975.00	31.44T	62.86
2	29°34'58"	212.61	56.13	109.77
3	32°45'30"	150.00	44.09	85.77
4	58°19'36"	154.63	86.29	157.27

TFB, LLC.
8620 TRINITY ROAD, SUITE 202
CORDOVA, TN 38018
901-870-0900
OWNER/DEVELOPER

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

ZONED: PLANNED DEVELOPMENT DATE: MAY 2023 SCALE: 1"=100' LOTS: 37 ACRES: 22.074 ACRES

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving a residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases IX-A and X-A.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-104-2023.

BUDGET IMPACT

The development fees associated with this contract total \$174,338.18, of which \$72,038.00 is General Fund revenue and \$102,300.00 is Sewer Fund revenue.

DISCUSSION

Lakeland Meadows Planned Development is located north of Highway 70 and west of Winstead Farms Subdivision. The Outline Plan and Preliminary Development Plan were approved by the Board of Commissioners in October 2018. An amendment to the Outline Plan was approved by the Board of Commissioners in February 2023.

Phase IX-A and X-A consist of 33 single family residential lots on 15.3 acres north of Old Brownsville Road. The development contract includes construction of all roads, sanitary sewer, storm sewer, water, electricity and gas required for this phase of the development. A security in the amount of \$398,008.20 will be required to ensure public and common improvements are completed per the approved plans and specifications.

RESOLUTION R-104-2023

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT PHASES IX-A AND X-A

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 118.63 acres, also identified by Parcel ID# LO140 00299 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 33 lot subdivision to be known as Lakeland Meadows Planned Development Phases IX-A and X-A ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and BOC, have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; 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, playgrounds, swimming pools, tennis courts and other recreational facilities, 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 Subdivision 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;

RESOLUTION R-104-2023

APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH VALLEYBROOK
DEVELOPMENT, LLC FOR LAKELAND MEADOWS PLANNED DEVELOPMENT
PHASES IX-A AND X-A

and,

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer's compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth:

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 residential development contract with Valleybrook Development, LLC for Lakeland Meadows Planned Development Phases IX-A and X-A.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2023**, by and between **VALLEYBROOK DEVELOPMENT, 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”).

WITNESSETH:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 118.63 acres, also identified by Parcel ID # LO140 00299 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **33-lot** subdivision to be known as **Lakeland Meadows Planned Development Phase IX-A & X-A** (“Subdivision”); and

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision plan submitted by Developer with respect to the Subdivision (“Preliminary Development Plan”); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; 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, playgrounds, swimming pools, tennis courts and other recreational facilities, 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 Subdivision 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

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.

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

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer’s compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

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

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan and Preliminary Development Plan dated September 12, 2018, approved by the Municipal Planning Commission on September 20, 2018 and Board of Commissioners on October 4, 2018 and Amended Outline Plan approved by the Municipal Planning Commission on January 19, 2023 and Board of Commissioners on February 9, 2023, 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. 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.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. 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.

6. 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.

7. 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.

8. 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

9. (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 **Three Hundred Ninety-Eight Thousand Eight Dollars and Twenty Cents (\$398,008.20)** for all public and/or private internal 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) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) 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.

(e) 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

10. (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

11. (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.

12. 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.

13. 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.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) 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.

(c) 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.

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

15. (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

16. 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.

17. (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

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Two Thousand Three Hundred Dollars (\$102,300)**, which reflects the sewer development fee as required by Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. 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 Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. 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 Subdivision 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.

34. 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 Subdivision 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.

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

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Sixteen Thousand Five Hundred Dollars (\$16,500)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. 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 Subdivision 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 Subdivision 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 Subdivision 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 Subdivision. 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.

38. 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 Subdivision. Said plan shall be compatible with the overall drainage plan for the

Subdivision 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 Subdivision. 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.

45. 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 Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision 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

47. Developer agrees to pay to the City the sum of **Nine Thousand Nine Hundred Dollars (\$9,900)**, (\$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

48. Developer agrees to pay to the City the sum of **Ten Thousand Four Hundred Dollars (\$10,400)**, (\$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

49. Developer agrees to pay to the City the sum of **Three Thousand Four Hundred Dollars (\$3,400)**, (\$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

50. Developer agrees to pay to the City the sum of **One Thousand Eight Hundred Dollars (\$1,800)**, (\$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)

51. Developer agrees to pay to the City the sum of **Five Hundred Eighty-Two Dollars and Fifty-Five Cents (\$582.55)**, (\$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.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Three Thousand Three Hundred Dollars (\$3,300)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand Five Hundred Thirty Dollars and Twenty Cents (\$1,530.20)**, (\$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

54. Developer agrees to pay to the City the sum of **One Thousand Six Hundred Fifty Dollars (\$1,650)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Seven Hundred Six Dollars and Four Cents (\$706.04)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. 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 Subdivision 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.

57. 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.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision 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 Subdivision 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.

59. Developer agrees that the City shall have the right to enter the Subdivision 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.

60. 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.

61. 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.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. 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 Subdivision, 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.

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Twenty-Two Thousand Two Hundred Sixty-Nine Dollars and Thirty-Nine Cents (\$22,269.39)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision 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.

66. 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.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision 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.

68. 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.

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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
VALLEYBROOK DEVELOPMENTS, LLC
ATTN: LOUIS RICCI
8620 TRINITY ROAD SUITE 202
CORDOVA, TN 38018
Telephone: **(901) 870-0900**

77. 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.

78. 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)	Sewer Development Fee	\$102,300.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$16,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$9,900.00
(8)	Construction Inspection Fee	\$10,400.00
(9)	Administrative Review Fee	\$3,400.00
(10)	Geographical Information Systems Fee	\$1,800.00
(11)	Natural Resources Inventory & Analysis Fee	\$582.55
(12)	Parkland Improvement Fee	\$3,300.00
(13)	Tree Removal Fee	\$1,530.20
(14)	Warning Siren Fee	\$1,650.00
(15)	Parkland Dedication Fee	\$22,269.39
(16)	Parkland Review Fee	\$706.04
	Total	\$174,338.18

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of _____, **2023**.

DEVELOPER:
VALLEYBROOK DEVELOPMENT, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

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 _____.

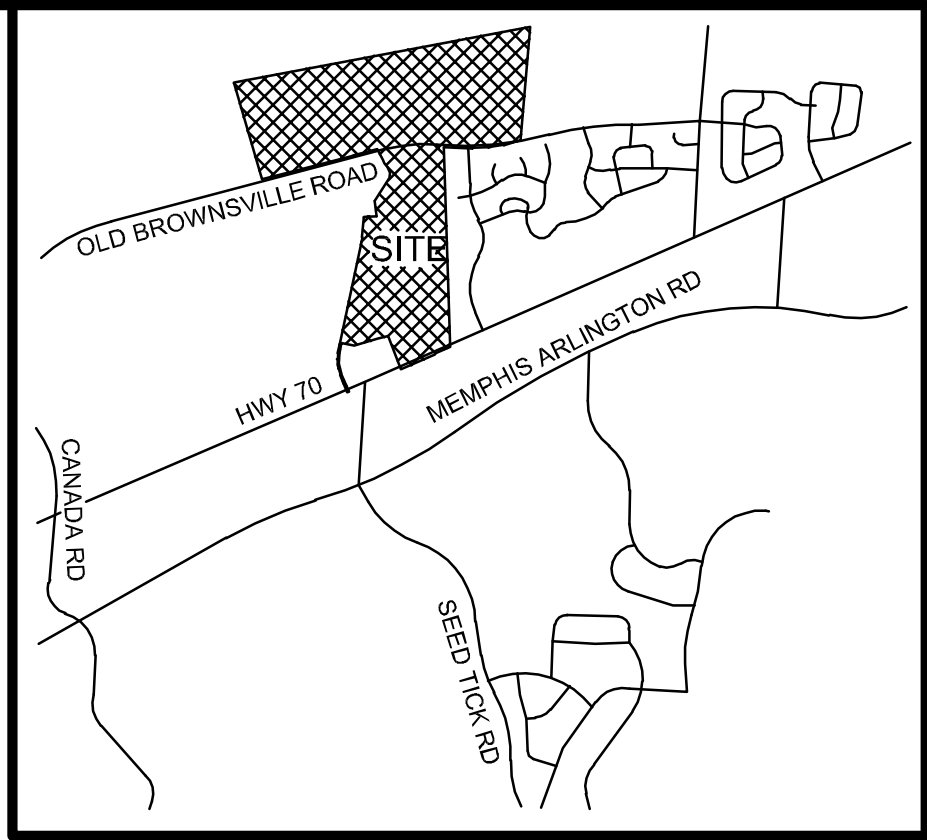
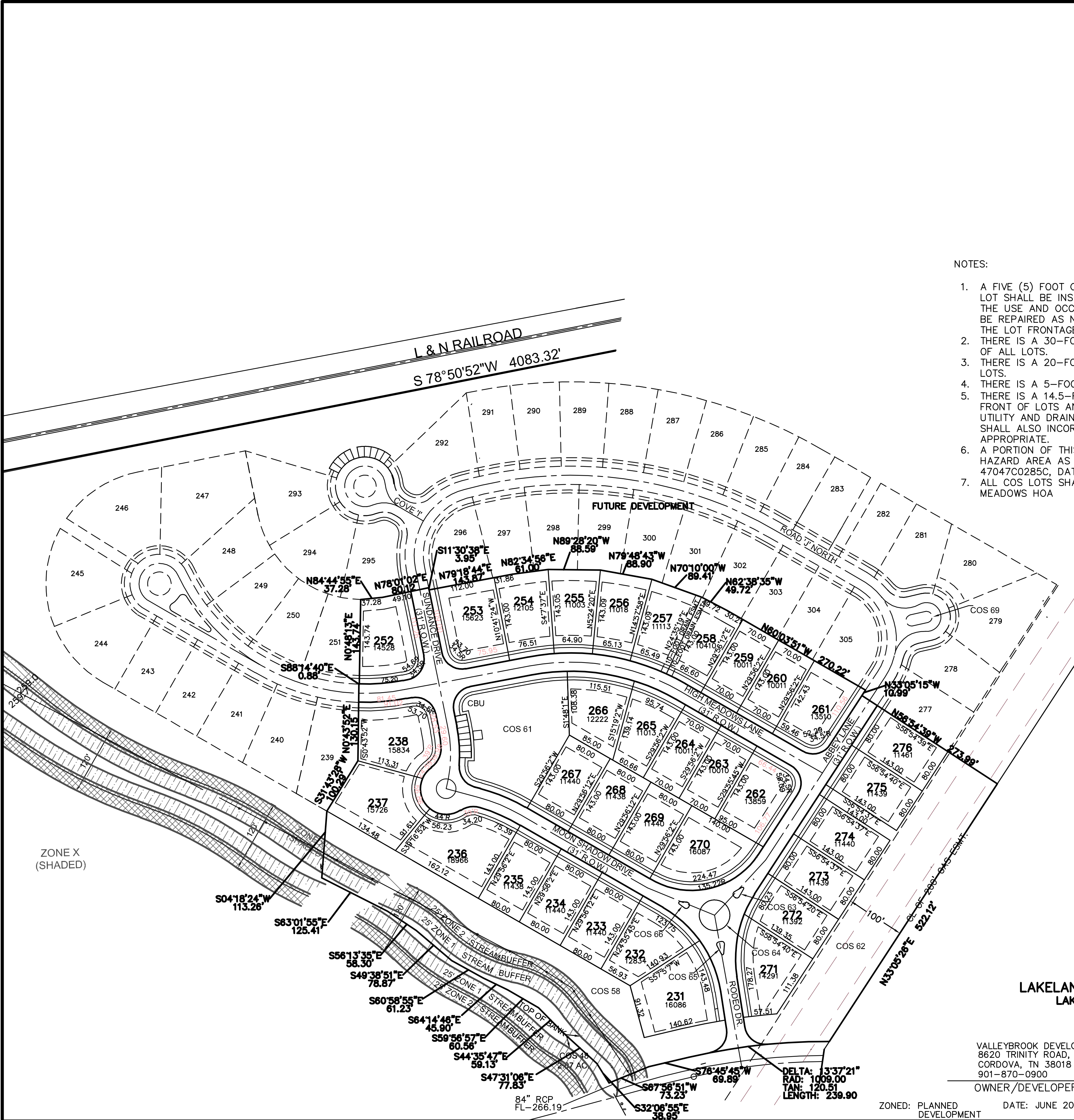
Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

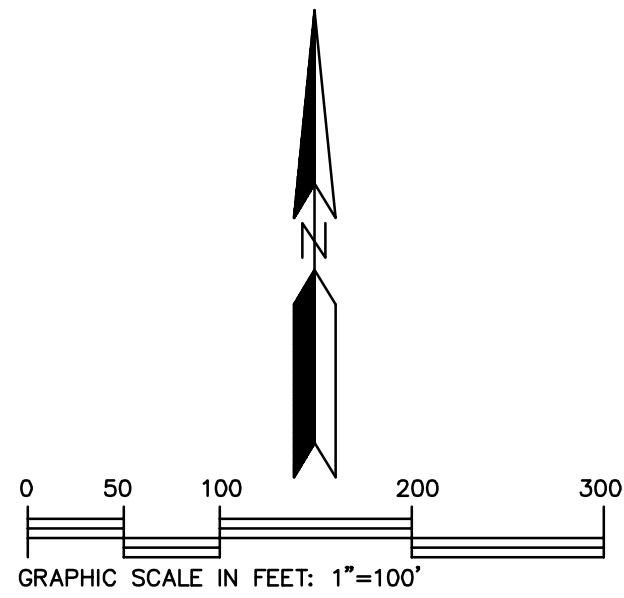
My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet						
Lakeland Meadows				33	Lots	15.3 Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$102,300.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A			
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$16,500.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (per lot)	\$300.00		\$9,900.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$10,400.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$3,400.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$582.55			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00		N/A			
Warning Siren (per lot)	\$50.00		\$1,650.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,530.20			
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,800.00			
Parkland Improvement Fee (per lot)	\$100.00		\$3,300.00			
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$706.04			
		Total =	\$152,068.79			
	Acres/Lot =	0.46369697				
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	33				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.57				
D=Dedication in acres	D =	1.523214	Acres			
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of			
Total Dollar Value Required in Lieu of Dedication		=	\$22,269.39			
Total Amount Due			\$174,338.18			



- NOTES:
1. A FIVE (5) FOOT CONCRETE SIDEWALK ALONG THE FRONTAGE OF EACH LOT SHALL BE INSTALLED BY THE BUILDING PERMIT HOLDER PRIOR TO THE USE AND OCCUPANCY OF THE HOUSE. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE HOUSE OR BUILDING.
 2. THERE IS A 30-FOOT BUILDING SETBACK ALONG THE FRONT LOT LINE OF ALL LOTS.
 3. THERE IS A 20-FOOT REAR YARD SETBACK ALONG THE REAR OF ALL LOTS.
 4. THERE IS A 5-FOOT BUILDING SETBACK ALONG THE SIDE OF ALL LOTS.
 5. THERE IS A 14.5-FOOT WIDE PEDESTRIAN/UTILITY EASEMENT ALONG THE FRONT OF LOTS AND 5-FOOT UTILITY EASEMENT ON ALL SIDE LINES. UTILITY AND DRAINAGE EASEMENTS AND UTILITY AND SEWER EASEMENTS SHALL ALSO INCORPORATE UTILITY AND PEDESTRIAN EASEMENTS AS APPROPRIATE.
 6. A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. COMMUNITY PANEL NUMBER 47047C0285C, DATED NOVEMBER 5, 2008.BFE:261.0
 7. ALL COS LOTS SHALL BE OWNED AND MAINTAINED BY LAKELAND MEADOWS HOA



SHEET 1 OF 2
FINAL PLAT
PHASE IX-A & X-A
LAKELAND MEADOWS PLANNED DEVELOPMENT
LAKELAND, SHELBY COUNTY, TENNESSEE

VALLEYBROOK DEVELOPMENT, LLC.
8620 TRINITY ROAD, SUITE 202
CORDOVA, TN 38018
901-870-0900
OWNER/DEVELOPER

THE BRAY FIRM
2950 STAGE PLAZA NORTH
BARTLETT, TN 38134
901-383-8668
ENGINEER

ZONED: PLANNED DEVELOPMENT DATE: JUNE 2023 SCALE: 1"=100' LOTS: 33 ACRES:15.302 ACRES



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving a professional services agreement with Fisher and Arnold, Inc. for the South Canada Road Resurfacing project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-101-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the Street Aid Fund, which includes grant revenues for 80% of the total cost of the project.

DISCUSSION

The City of Lakeland received a Surface Transportation Block Grant (STBG) to resurface South Canada Road from Highway 64 to the I-40 interchange. The City issued a RFQ for Professional Engineering Services on April 5th, 2023 which includes services such as NEPA, Design, and ROW. Three proposals were received and evaluated by the Consultant Selection Committee. The committee selected Fisher Arnold based on their qualifications and experience with TDOT Local Programs projects.

RESOLUTION R-101-2023

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FISHER AND
ARNOLD, INC. FOR THE DESIGN OF SOUTH CANADA ROAD RESURFACING
PROJECT

WHEREAS, the City desires to hire a firm for professional services related to the South Canada Road Resurfacing project; and,

WHEREAS, Fisher and Arnold, Inc. was selected by the consultant selection committee based on their qualification to perform the work; and,

WHEREAS, the City was awarded a Surface Transportation Block Grant for the project requiring a 20% local match; and,

WHEREAS, funding for this contract is appropriated in the Fiscal Year 2024 Annual Budget for the General Funds

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to execute a professional services contract with Fisher and Arnold, Inc. in the amount of one hundred and fourteen thousand eight hundred and nine dollars (\$114,809) for the design of South Canada Road Resurfacing project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

CONTRACT
BETWEEN CITY OF LAKE LAND
AND
FISHER AND ARNOLD, INC.

This agreement (the “Contract”) entered into this ____ day of _____, 2023 by and between the CITY OF LAKE LAND, hereinafter referred to as “CITY” and Fisher and Arnold, Inc. hereinafter to as “CONSULTANT”.

WITNESSETH

WHEREAS, the CITY desires to employ the CONSULTANT to provide the CITY with professional engineering services for the South Canada Road Resurfacing Project, herein referred to as the “Project”; and

WHEREAS, the CONSULTANT was chosen by the Consultant Evaluation Panel on April 26, 2023.

WHEREAS, the CONSULTANT has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONSULTANT will provide said services.

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

I. SCOPE OF WORK

1. The Project will consist of the scope of work outlined in the attached document dated June 26, 2023. and labeled as “Attachment A – Scope of Services”.

2. The CONSULTANT shall provide the services as outlined above, which will be attached and incorporated herein by reference as if stated verbatim (the “Services”).

II. TERMS AND COMPENSATION

1. The CITY agrees to compensate the CONSULTANT for the provision of the Services in an amount not to exceed one hundred fourteen thousand eight hundred and nine dollars (\$114,809) (the “Fee”) during the term of this Contract as outlined in “Attachment B – Compensation for Services”.

2. The CONSULTANT shall submit monthly statements for services rendered as outlined on the attached Exhibits. The statements will be based upon CONSULTANT’S estimate and the CITY’S concurrence of the proportion of the total services actually completed at the time of billing. The CITY will make monthly payments in response to the CONSULTANT’S monthly statements.

3. The CONSULTANT shall submit invoices to the CITY on a monthly basis for SERVICES performed during the preceding month. Invoices shall be submitted in duplicate to the address set forth in Paragraph 30 of this Contract to the attention of Mrs. Emily Harrell, P.E. City Engineer. The CITY shall pay such invoices within forty-five (45) days of its receipt and approval of said invoices. The CITY is not obligated to pay, and will withhold from payment, any amounts the CITY has dispute with the CONSULTANT solely based on CONSULTANT’S non-performance or negligent performance of any of the Services under this Contract.

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONSULTANT will be performed in a manner reasonably satisfactory to the CITY, and in accordance with the generally accepted business practices and procedures of the CONSULTANT.

2. CONSULTANT’S PERSONNEL

The CONSULTANT certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONSULTANT. The CONSULTANT further certifies that all of its employees assigned to serve the CITY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONSULTANT who, in the opinion of the CITY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

a. Nothing in this Contract shall be deemed to represent that the CONSULTANT, or any of the CONSULTANT'S employees or agents, are the agents, representatives, or employees of the CITY. The CONSULTANT will be an independent Contractor over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the CITY the right to direct the CONSULTANT as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONSULTANT is solely for purposes of compliance with local, state and federal regulations and means that the CONSULTANT will follow the desires of the CITY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by CONSULTANT that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the CITY; that CONSULTANT has been retained by the CITY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered to fees for the Services performed (not wages) and that invoices submitted to the CITY by CONSULTANT for the Services performed shall be on the CONSULTANT'S letterhead.

4. TERMINATION OR ABANDONMENT

It shall be cause for the immediate termination of this Contract if, after its execution, the CITY determines that:

Either the CONSULTANT or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or

CONSULTANT subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the CITY'S consent or approval; or

CONSULTANT has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONSULTANT assets.

a. The CITY may terminate the Contract upon five (5) days written notice by the CITY or its authorized agent to the CONSULTANT for CONSULTANT'S material breach for the failure to provide the Services specified under this Contract.

b. This Contract may be terminated by either party “with or without cause” by giving a thirty (30) day written notice to the other, before the effective date of termination (the “Termination Date”). In the event of such termination, the CONSULTANT shall be paid for all Services rendered prior to the Termination Date, provided the CONSULTANT shall have delivered to CITY such statements, accounts, reports, and other materials as required under this Contract; however, CONSULTANT shall not be compensated for any anticipatory profits that have not been earned as of the Termination Date. All Services completed by CONSULTANT prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the CITY prior to payment for the Services rendered.

c. Notwithstanding the above or any section herein to the contrary, CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by CONSULTANT and the CITY may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the CITY from CONSULTANT is determined. However, in no event shall CONSULTANT be liable to the CITY for any consequential damages.

5. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONSULTANT pursuant to this Contract for any CONSULTANT’S Services performed by the CONSULTANT in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONSULTANT to properly fulfill any of his obligations as set forth in this Contract.

6. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of the Services under this Contract. The CITY shall not be responsible for the fulfillment of the CONSULTANT’S obligations to its transferors or subcontractors.

b. Upon request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

7. CONFLICT OF INTEREST

The CONSULTANT covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONSULTANT warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the CITY or State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the CONSULTANT in connection with any work contemplated or performed relative to this Contract.

8. LOBBYING

The CONSULTANT certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, *U.S. Code*.

9. PUBLIC NOTICE

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONSULTANT shall include the statement, "This

project is funded under an agreement with the State of Tennessee.” Any such notices by the CONSULTANT shall be approved by the CITY and State of Tennessee.

10. CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

11. EMPLOYMENT OF CITY WORKERS

The CONSULTANT will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the CITY.

12. ACCESS TO RECORDS

During the work and Services to be provided hereunder, CONSULTANT agrees to permit duly authorized agents and employees of the CITY, State of Tennessee, and the Comptroller of the Treasury to enter CONSULTANT’S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for seven (7) years from the date of final project closeout for inspection by the CITY, State of Tennessee, Comptroller of the Treasury, or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished upon request.

13. ARBITRATION

Claims, disputes and other matters in question between the parties that are not resolved shall be decided in a court of law in the jurisdiction of the claim unless the CITY elects to proceed into arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.

14. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

The CONSULTANT, agrees to the fullest extent permitted by law, to indemnify and hold harmless the CITY, its elected officials, officers, agents and employees, assigns and instrumentalities from damages and losses – including but not limited to Title VII and 42 USC 1983 prohibited acts arising from the negligent acts, errors or omissions of the CONSULTANT or its subcontractors, employees, or assigns in the performance of professional services under this Contract, to the extent that the CONSULTANT is responsible for such damages and losses on a comparative basis of fault and responsibility between CONSULTANT and the CITY. The CONSULTANT is not obligated to indemnify the CITY for the CITY’S own negligence. This indemnification shall survive the termination or conclusion of this Contract.

15. GENERAL COMPLIANCE WITH LAWS

a. The CONSULTANT certifies that it is qualified or will take necessary steps to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.

b. The CONSULTANT is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but not be limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONSULTANT agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

16. NON-DISCRIMINATION

The CONSULTANT hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits

of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONSULTANT on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classifications protected by federal, Tennessee State Constitutional or statutory law. The CONSULTANT shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

17. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether oral or written.

18. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

19. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

20. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

21. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

22. SUBJECT TO FUNDING

This Contract is subject to funding by the State of Tennessee Department of Transportation to the CITY. In the event sufficient funds for this Contract are not appropriated to the CITY for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

23. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be approved in advance in a purchase order issued by the CITY and shall be in accordance with the CITY'S Travel Policy then in effect. All receipts documenting such expenses shall be submitted with the invoice for payment.

24. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither CONSULTANT nor its personnel are the CITY'S employees, and the CITY shall not take any action or provide CONSULTANT'S personnel with any benefits and shall have no liability for the following:

- a. The CITY will not withhold FICA (Social Security) from CONSULTANT'S payments;
- b. The CITY will not make state or federal unemployment insurance contributions on behalf of CONSULTANT or its personnel;
- c. The CITY will not withhold state and federal income tax from payment to CONSULTANT;
- d. The CITY will not make disability insurance contributions on behalf of CONSULTANT;
- e. The CITY will not obtain workers' compensation insurance on behalf of CONSULTANT or CONSULTANT'S personnel.

25. INCORPORATION OF OTHER DOCUMENTS

a. CONSULTANT shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the CITY's Request for Qualifications as well as the response of CONSULTANT thereto, all of which are maintained on file within the CITY and incorporated herein by reference.

b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Qualifications or the response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

26. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESS

The CONSULTANT shall take affirmative action to assure that Locally Owned Small Business that have been certified by the CITY are utilized when possible as sources of supplies and equipment, construction and services.

27. RIGHT TO REQUEST REMOVAL OF CONSULTANT'S EMPLOYEES

The CITY may interview the personnel CONSULTANT assigns to CITY'S work. The CITY shall have the right, at any time, to request removal of any employee(s) of the CONSULTANT whom the CITY deems to be unsatisfactory for any reason. Upon such request, the CONSULTANT shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

28. INCORPORATE OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

29. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to the CITY by the CONSULTANT, CONSULTANT understands and acknowledges that the CITY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the CITY by the CONSULTANT due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

30. ORGANIZATION STATUS AND AUTHORITY

a. CONSULTANT represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

b. The execution, delivery and performance of this Contract by the CONSULTANT has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONSULTANT, any provision of any indenture, agreement or other instrument to which CONSULTANT is a party, or by which CONSULTANT'S respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

31. INSURANCE REQUIREMENTS

a. The CONSULTANT shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the CITY from claims which may arise out of or result from the CONSULTANT'S operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONSULTANT or subcontractor may be liable.

b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. The CONSULTANT will maintain insurance, throughout the life of this Contract, through insurers rated A- or better by A.M. Best, with the following minimum requirements:

i. Errors and Omissions Liability Coverage with limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate for this Contract.

ii. Commercial General Liability Coverage with minimum limits of \$1,000,000.00 per occurrence / \$2,000,000.00 annual aggregate premises/ operations coverage, \$2,000,000.00 annual aggregate products/completed operations. The City of Lakeland, its elected officials, appointees and employees will be named as additional insured.

iii. Workers Compensation Coverage, including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute.

iv. Commercial Auto Liability with minimum limit of \$1,000,000.00 for all owned, hired and non-owned automobiles.

c. CONSULTANT shall provide CITY with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

CITY OF LAKELAND
10001 U.S. Highway 70
Lakeland, TN 38002

Upon termination or cancellation of insurance currently in effect under this Contract, the CONSULTANT shall purchase an extended reporting endorsement and furnish evidence of same to the CITY.

32. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the CITY'S authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

CITY: City of Lakeland Engineering Department
Attn: Emily Harrell, P.E. City Engineer
10001 U.S. Highway 70
Lakeland, TN 38002
(901) 867-2717

CONSULTANT: Fisher and Arnold, Inc.
Attn: John Pankey, P.E.
9180 Crestwyn Hills Drive
Memphis, TN 38125
(901) 748-1811

33. OWNERSHIP OF DOCUMENTS AND OTHER PROPRIETARY INTERESTS

a. The CONSULTANT agrees that the CITY will own exclusively all right, title and interest in and to materials and information created or supplied by CONSULTANT for the

performance of the Services under this Contract and for which Fees have been received by CONSULTANT (“Work Product”) whether or not the same is accepted or rejected by the CITY. The Work Product shall remain the property of the CITY and shall not be used or published by the CONSULTANT or any other party without the express prior consent of the CITY. Work Product will be deemed a “work made for hire” as that term is used in the Copyright Act. In implementing the foregoing, the CONSULTANT hereby grants and assigns to CITY all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such Work Product and shall cooperate fully with the CITY in any steps the CITY may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Contract shall constitute a complete transfer of ownership, intellectual property and copyright all documents from CONSULTANT to CITY upon completion of the Work Product. The CONSULTANT shall not construe such transfer as a grant for usage nor can the CONSULTANT revoke it.

b. All information owned, possessed or used by the CONSULTANT which is communicated to, learned, developed or otherwise acquired by the CONSULTANT in the performance of the Services for the CITY, which is not generally known to the public, shall be confidential and CONSULTANT shall not, beginning on the date of first association or communication between the CITY and the CONSULTANT and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for CONSULTANT’S own benefit or the benefit of another, any such confidential information unless required by law. Except when defined as part of the Services, CONSULTANT shall not make any press releases, public statement, or advertisement referring to the Work Product or the engagement of CONSULTANT as an independent contractor of the CITY in connection with the Work Product, or release any information relative to the Work Product for publications, advertisement or any other purpose without the prior written approval of the CITY.

c. The CONSULTANT shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the CONSULTANT. CONSULTANT acknowledges and agrees that a breach by CONSULTANT of the provisions of this section will cause CITY irreparable injury and damage. CONSULTANT, therefore, expressly agrees that the CITY shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

34. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT’S compensation, which are mutually agreed upon between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

There shall be no increase in the amount of CONSULTANT'S compensation, as set forth above, unless approved by Resolution adopted by the City of Lakeland.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED TO AS FORM:

CITY OF LAKELAND

Fisher and Arnold, Inc.

Michael Walker, City Manager

John Pankey, P.E.

ATTEST:

ATTEST:

Debra Murrell, City Recorder

Title:



June 26, 2023

Mrs. Emily Harrell, P.E.
City Engineer
City of Lakeland
10001 Highway 70
Lakeland, TN 38002

**RE: SCOPE OF SERVICES FOR THE RESURFACING OF CANADA ROAD FROM I-40 TO NEAR US-64;
CITY OF LAKELAND**

Dear Emily:

Fisher & Arnold, Inc. (herein after referred to as "F&A") is pleased to submit the following scope of work/proposal (the "Scope") to the City of Lakeland ("City") for providing professional engineering design and construction engineering and inspection (CEI) services related to the Resurfacing of Canada Road from I-40 to near US-64. The City is administering the project through the Tennessee Department of Transportation's (TDOT) Local Programs Office. The design process will follow the procedures outlined in the current edition of the "Local Government Guidelines for The Management of Federal and State Funded Transportation Projects".

The scope of work shall include but not limited to:

- Prepare and submit all documentation necessary to receive NEPA Approval and a Notice to Proceed (NTP) for Design from TDOT
- Provide all roadway design services, plans, documents, etc., that are required to obtain a NTP for ROW from TDOT
- Provide all roadway design services, plans, documents, etc., that are required to obtain a NTP for Construction TDOT
- Provide bid phase services necessary to bid the project and obtain TDOT Bid Concurrence
- Provide Construction Engineering and Inspection (CEI) Services including all inspection services; preparation and submittal of all project close-out documents to obtain TDOT approval.

All services and documents required for this project are to be provided in accordance with the most current version of TDOT's Local Governmental Guidelines for the Management of Federal and State Funded Transportation Projects (LGG) and Right of Way Process, Federal Highway Administration (FHWA) Requirements and TDOT Requirements for state bid projects.

9180 Crestwyn Hills Drive
Memphis, TN 38125

901.748.1811
Toll Free: 1.888.583.9724

www.fisherarnold.com

PROJECT UNDERSTANDING

This project will resurface Canada Road from I-40 to near US-64. Proposed improvements include removing and replacing all curb ramps that fail to meet current ADA standards and resurface the parallel pedestrian paths.

Based upon our understanding of the project, the F&A’s scope of work for the Canada Road Resurfacing Project consists of completing the following tasks:

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Task A	NEPA Document and Environmental Permitting.....	2-4
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Attachment A	Proposed Base / Additional Fee Table	
Attachment B	Proposed Project Schedule	

Task A – NEPA Document and Environmental Permitting

Task A1 – NEPA Preparation

Given the nature of the proposed construction, the project environmental document is a likely candidate for classification as a “C-List Categorical Exclusion” as described in 23 CFR Part 771.117(d). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). F&A will prepare a project map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and the environmental technical studies required for this project.

Based on the assumption that TDOT and the FHWA will determine that a C-List Categorical Exclusion (CE) document is appropriate for this project, F&A will prepare the CE document as described in the sub-tasks below in accordance with the *Tennessee Environmental Procedures Manual* (June 2011 edition) and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents*.

F&A will prepare and send initial coordination letters to the following federal and state agencies requesting a review of the proposed project’s impacts to threatened and endangered species, wetlands, and/or streams. Along with the letter request, F&A will send a project location map.

- Tennessee Department of Environment and Conservation (TDEC)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Army Corps of Engineers (USACE)
- Tennessee Wildlife Resources Agency (TWRA)

F&A will prepare a “Purpose and Need” statement for inclusion in the environmental document. The statement will clearly describe the need that exists for the proposed improvements and will describe the problems that the proposed action is intended to correct.

F&A will perform technical analysis for the issues that are described in the sections below.

- Air – TDOT’s Environmental Division will be responsible for preparing the air quality analysis which meets the requirements of the Clean Air Act Amendment and TDOT’s Air Quality Evaluation Policy. The air quality analysis will be updated to determine and compare the potential impacts of the project’s alternatives on regional and local air quality. TDOT will provide the results of the air quality analysis to F&A and F&A will incorporate TDOT’s findings into the environmental document.
- Architectural/Historical Resources – F&A will conduct the Section 106 coordination, including preparation of the initial coordination package and submit to TDOT for approval. TDOT will then submit the Section 106 Assessment to the Tennessee State Historical Preservation Officer (SHPO) requesting a Section 106 review of the proposed project area. A summary of the Assessment of Effects for Historic Properties Report as well as the SHPO determination letter will be included in the environmental document.
- Archaeological Resources – F&A will submit the assessment to TDOT for approval. TDOT will then submit the assessment to the Tennessee State Historical Preservation Officer (SHPO) requesting a Section 106 review of the proposed project area. The SHPO determination letter will be included in the environmental document.

Native American coordination will be completed by the TDOT Environmental Division, Archaeology Section and incorporated into the environmental document by F&A.

- Ecology/Natural Resources – Due to the nature of this project, no jurisdictional waters of the US/Waters of the State will be impacted within the project area.
- Threatened and Endangered Species - Due to the nature of this project, no threatened or endangered species will be impacted by this project area.
- Floodplains – F&A will conduct a preliminary analysis of floodplains and floodways as part of the analysis and preparation of the environmental document. Floodplains and floodways in the study area will be identified as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). F&A will also identify in the environmental document if the proposed project encroaches into any base (100-year) floodplain and/or any regulatory floodways.
- Hazardous Materials – F&A will be responsible for all hazardous materials work related to this project.
- Asbestos/Lead-Based Survey – not applicable.
- Phase I Environmental Site Assessment - A review of environmental regulatory databases and records, if applicable, of sites listed within the ASTM specified radius of the project area will be completed.
- Land Use – F&A will conduct a land use analysis to identify and examine the effect of applicable land use plans, current and future land uses and zoning and the extent of the applicable urban growth boundaries for the project area. This land use analysis will be incorporated into the environmental document.
- Relocation Study – No business, residential or non-profit organization displacements are anticipated with the construction of the proposed project.
- Environmental Justice – An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. The data will include race, color, national origin, age and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed on GIS mapping.

The EJ analysis will be limited to desk-top research. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community. The EJ analysis does not include mitigation measures or community outreach.

- Parks and Recreational Resources/Section 6(f) – No parks or Section 6(f) resources are anticipated to be affected by the proposed project.
- Section 4(f) – No Section 4(f) resources are anticipated to be affected by the proposed project.

F&A will compile the various letters, maps, reports, and agency responses generated by the above listed tasks and will prepare a draft Categorical Exclusion document for review by the City. F&A will revise the document based on comments received from the City and will submit the revised document to TDOT for review by both TDOT and FHWA. F&A will revise the document based on comments received from TDOT and FHWA and will submit a final Categorical Exclusion document to TDOT for review and approval by TDOT and FHWA.

The scope of work and fee for this proposal is a C-List Categorical Exclusion NEPA document.

It is not anticipated that the total disturbed area for this project will exceed one acre. Therefore, a NPDES Stormwater General Construction Permit and a site-specific Stormwater Pollution Prevention Plan (SWPPP) will not be required for this project. Permit fees are not anticipated and therefore not included in the proposed fee.

Task B – Roadway Design

Task B1 – Development of Preliminary Plans (30%)(NEPA Phase)

Upon receiving approval to proceed with the PE-N Phase from TDOT, F&A will prepare the Preliminary plans in accordance with TDOT's Roadway Design Guidelines and standard drawings. The Preliminary plans will be prepared to conform to TDOT's current CAD standards and format. The plans will consist of the following:

The Preliminary plans will consist of the following:

- Cover sheet
- Typical Sections
- Property Map and ROW Acquisition Table (if required)
- Present Layout plans
- Proposed Layout plans
- Preliminary Marking Plans for cross walks / ADA ramps
- Property Map
- Right-Of-Way (ROW) Acquisition Table

The primary purpose for development of the Preliminary Plans during the NEPA phase is to determine if any Right-Of-Way (ROW) and/or temporary construction easements will need to be acquired and to quantify the amount. F&A will submit Preliminary plans (30% complete) to the City for review and comment. F&A will meet with the City to discuss the City's comments. Following this review meeting, F&A will revise the plans based on the comments received and direction from the review meeting. F&A will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task B2 – Development of Right-of-Way (ROW) Plans

Upon receiving approval to proceed with the PE-D Phase from TDOT, F&A will prepare the ROW plans in accordance with TDOT's Roadway Design Guidelines and standard drawings. The ROW plans will be prepared to conform to TDOT's current CAD standards and format. The plans will consist of the following:

The ROW plans will consist of the following:

- Cover sheet
- Typical sections
- Tabulated Quantities (ADA Ramps)
- Property Map and ROW Acquisition Table (if required)
- Present Layout plans
- Proposed Layout plans
- ROW Details (if required)
- Signing and Marking plans
- Phased Erosion Prevention and Sediment Control plans (2 Stage Plan or only EPSC Details)

F&A will submit ROW plans (70% complete) to the City for review and comment. F&A will meet with the City to discuss the City's comments. Following this review meeting, F&A will revise the plans based on the comments received and direction from the review meeting. F&A will document the comments and decisions in meeting minutes that will be distributed to all attendees of the review meeting.

Task B3 – Construction Plans

Upon completion of ROW Plans, F&A will prepare the Final Construction plans in accordance with TDOT's Roadway Design Guidelines and design standard drawings. The Construction plans will be prepared to conform to TDOT's current CAD standards and format. The plans will consist of the following:

The Construction plans will consist of the following:

- Cover sheet
- Index and Standard Drawings sheets
- General Notes sheets
- Estimated Quantities sheets
- Tabulated Quantities
- Typical sections and Pavement Schedule
- Property Map and ROW Acquisition Table (if required)
- Present Layout plans
- Proposed Layout plans
- Signing and Marking plans
- Phased Erosion Prevention and Sediment Control plans (2 Stage Plan or only EPSC Details)
- Phased Traffic Control plans (if necessary)
- Pedestrian Signal Upgrade Plans/Details (if necessary)
- Bid Book
- Engineer's Opinion of Probable Construction Cost

F&A will prepare a set of final construction plans. F&A will submit draft construction plans to the City for review and comment. F&A will meet with the City to discuss the City's comments and coordinate the revisions received. Following the review meeting, F&A will revise the plans based on the comments received. F&A will submit the draft construction plans to the TDOT Office of Local Programs for review and approval by the TDOT Design Division. This submittal will consist of the design plans and the TDOT Local Programs forms for design approval. Upon receipt of comments from TDOT, F&A will prepare the final Construction Plans. The Final Construction plans, provided electronically and hardcopies, will be signed and sealed by a State of Tennessee licensed Professional Engineer.

F&A will prepare an opinion of the probable construction cost of the proposed improvements defined by the plans and technical specifications. Quantities will be those developed from the Construction plans. F&A will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Because F&A does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. F&A cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. F&A fees do not include changes to the plans to bring construction costs within the cost limitations established by the City.

Task B4 – Utility Coordination

Utility coordination has been ongoing throughout the life of the project. In order to receive utility certification from TDOT, the "Early Utility Coordination" process will be performed in accordance with TDOT guidelines.

F&A will request a list of Shelby County utility owners from the TDOT Region 4 Utility Office. F&A will prepare and send an early coordination letter and project graphic to each utility on the list. The letters will be sent via email where possible and by certified mail in all other cases. F&A will prepare a document compiling all responses received from the initial coordination letter.

Sixty (60) days after sending the initial coordination letter, F&A will send a second letter (either by email or registered mail) to all utility companies that did not respond to the initial coordination request. F&A will document any responses received within ten (10) days, per the TDOT guidelines.

F&A will send the construction plans to each of the utility owners identified as having potential impact for review and comment. The submittal to each utility owner will consist of an electronic set of plan drawings (PDF format) and a letter requesting that the utility company review the potential impacts of the proposed project to their facilities. F&A will document when the original documents were sent for review and follow up with each utility company throughout the review period. F&A will document all communication with each utility through the process and compile all communication into a single document. Once responses are received from each utility, F&A will update plans with any information obtained during the utility coordination process and submit document compiled of utility coordination responses to the TDOT Utilities Division for review and certification.

Task B5 – Bid Assistance

F&A will prepare the project bid book and post to TDOT website.

F&A will assist the City with conducting one pre-bid meeting with potential bidders. F&A staff will respond to questions that arise during the bidding process and issue statements of clarification and/or bid addendums as appropriate.

F&A will evaluate bids, create a bid tabulation and submit to TDOT for concurrence.

Bid Advertisement (Additional Fee)

F&A will prepare the required advertisement per TDOT and the City's requirements. The cost of advertisement preparation is included in the development of Construction Plans (B3) task. This component is for the cost to advertise the bid in a local paper(s) if directed by the City. At a minimum, the bid will be posted on TDOT's and the City's website.

Task C – Right Of Way Phase (Miscellaneous Services)

F&A will provide miscellaneous Right-of-Way services if needed at the request of the City. Possible services include preparation of plats and legal descriptions and survey staking of ROW and/or easements. Legal, appraisal and closing services are not included in the project scope and fee.

Task D – Construction Engineering And Inspection (CEI) Services

F&A will provide Construction Engineering and Inspection (CEI) services to the City in accordance with Appendix C, *Roadway and Bridge Field Construction Procedures*, in the TDOT “Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.” F&A will provide the necessary field and office staff required to ensure that the City complies with the guidelines for Locally Managed Projects.

A. *Pre-Construction Conference.*

F&A will prepare for and conduct the Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

B. *Project Administration.*

F&A will provide project administration and coordinate with the assigned TDOT Project Supervisor. Prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract and provide field engineering adjustments, and plans modifications as necessary. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to the City a listing of personnel assigned to the project for review and approval. In addition, a list of persons, with emergency phone numbers, should be supplied to the City and be available at any time in the case of an emergency on the project. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

C. *Provide Construction Inspection.*

F&A will provide effective and qualified supervision of all inspection services being conducted. All field technicians must be certified in the applicable TDOT certification workshops listed below:

- Asphalt Plant Inspection
- Asphalt Roadway Paving
- Nuclear Gauge Certifications
- Work Zone Traffic Control/Flagging
- Class 1 Concrete Technician

D. *Supplemental Agreements – Construction Change Orders.*

F&A will notify the City of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the “Average Unit Price” listing when possible. Coordinate acceptance of prices with the City. Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Tennessee Department of Transportation.

E. Shop Drawings and Samples.

F&A will review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

F. Quality Assurance, Testing for Acceptance and Training.

F&A will provide certified and trained personnel for all necessary field, plant testing and inspection. Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications. Document testing on standard forms provided by TDOT and distribute as required. Monitor documentation of testing by the contractor. Field testing by the Consultant includes, but is not limited to, all ACI tests for concrete including concrete plant for acceptance by TDOT, as defined in the Standard Specifications and TDOT's sampling and testing schedule. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by TDOT and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to TDOT will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be included in the Final Records submitted to the TDOT.

G. Progress Payments.

F&A will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. Estimate "cut-off" will be the end of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.

H. Distribution of Correspondence.

F&A will submit to the City a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.

I. Inspection of Work.

F&A will provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe measure and record all quantities for payment. Record field measurements in project records for review by TDOT and or FHWA. The records will be recorded on a standard form (field book) supplied or defined by TDOT and/or on field inspection forms to be submitted to the Department. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by TDOT and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the contractor, City or TDOT. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Contractor personnel (number and classification)
- Equipment (number and type or size)

- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

J. Contractor's Payrolls, Employee Interviews and Contract Compliance.

Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the City prior to withholding payments. Conduct employee interviews on the forms submitted by TDOT and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

K. Reports.

There are numerous reports, documents, etc., that must be generated in the process of contract administration. F&A will maintain either electronic or paper copies of all reports in compliance with TDOT's Standard Operating Procedures.

L. Final Claims Notice

F&A will submit the Final Claims Notice prior to finalizing the closeout of the project.

M. Final Records.

F&A will submit a compilation of project records in TDOT's standard format to the Final Records Department after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records.

SCHEDULE

The proposed schedule is attached (**see Attachment "B"**).

FEE AND EXPENSES

F&A will perform the services as described in Tasks A – C as per the attached Base and Additional Fee Table (**see Attachment "A"**). Task D (CEI) will be added to Contract via supplement when the project goes to construction.

Mrs. Emily Harrell, P.E.
June 26, 2023
Page 10

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

FISHER & ARNOLD, INC.



John Pankey, P.E.
Vice President



Jill Stanko, P.E.
Project Manager
(Reviewed by)

Attachments

[https://fisherarnoldinc1-my.sharepoint.com/personal/jpankey_fisherarnold_com/Documents/My
TDOT/Lakeland/Canada Road Resurfacing/Harrell - Canada Rd Resurfacing_06262023.docx](https://fisherarnoldinc1-my.sharepoint.com/personal/jpankey_fisherarnold_com/Documents/My%20DOT/Lakeland/Canada%20Road%20Resurfacing/Harrell%20-%20Canada%20Rd%20Resurfacing_06262023.docx)

Documents/Clients

-

Not

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving Amendment #3 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-105-2023.

BUDGET IMPACT

The Fiscal Year 2024 expenditures related to this project are budgeted in the Fiscal Year 2024 Annual Budget for the General Fund. The total costs associated with this project are listed in Exhibit A of the agreement, including costs incurred and estimates for phases not completed.

DISCUSSION

The City entered into an agreement with the Tennessee Department of Transportation ("TDDOT") for the relocation and widening of Canada Road from I-40 to SR-1 (US-70) in 2008. Amendment #3 extends the contract time to March 21, 2026 and updates Exhibit A reflecting costs associated with the project.

New Canada Road is currently in final review with TDOT. All NEPA, Right of Way and Texas Gas relocation are complete. The City recently applied for additional grant monies through the TDOT Statewide Assistance program to cover increased construction costs. The grant recipients will be announced later this year.

RESOLUTION R-105-2023

APPROVING AMENDMENT #3 TO THE AGREEMENT BETWEEN THE STATE OF
TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAKE LAND
FOR THE CANADA ROAD FROM I-40 TO SR-1 (US-70) PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to realign and widen Canada Road from I-40 to SR-1 (US-70); and,

WHEREAS, the City entered into an agreement with Tennessee Department of Transportation in 2008 for the New Canada Road project; and,

WHEREAS, Amendment #3 extends the contract time to March 21, 2026 and replaces Exhibit A reflecting costs associated with the project; and,

WHEREAS, funding for the construction estimated in Fiscal Year 2024 is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute Amendment #3 to the agreement between the State of Tennessee Department of Transportation and the City of Lakeland for the Canada Road from I-40 to SR-1 (US-70) project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

July 6, 2023

The Honorable Josh Roman
Mayor, City of Lakeland
10001 Highway 70
Lakeland, TN 38002

Re: Canada Road, From I-40 to SR-1(US-70) in Lakeland
Lakeland, Shelby County
PIN: 107036.00
Federal Project Number: STP/HIP-M-9409(107)
State Project Number: 79LPLM-F3-034
Agreement Number: 070193

Dear Mayor Roman:

I am attaching an amendment to the original contract to this letter. The amendment extends the contract expiration date and replaces Exhibit A. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Meghan Wilson at 615-253-2166 or meghan.wilson@tn.gov.

Sincerely,

Chasity Bell
Transportation Manager 1

Attachment

Amendment Number: 3

Agreement Number: 070193

Project Identification Number: 107036.00

Federal Project Number: STP/HIP-M-9409(107)

State Project Number: 79LPLM-F3-034

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF LAKELAND (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

Canada Road, From I-40 to SR-1(US-70) in Lakeland

1. The language of Agreement # 070193-A2 dated August 15, 2019 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 3 .
2. The language of Agreement # 070193-A2 dated August 15, 2019 Section B.2a is hereby deleted in its entirety.
3. The following is added as B.2 .
 - (a) The Agency agrees to complete the herein assigned phases of the Project on or before **March 31, 2026**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment to Replace Exhibit A and Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF LAKELAND

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Signature:

Email:

Email:

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Signature:

Email:

Email:

Signature:

Email:

EXHIBIT "A" for AMENDMENT 3

Agreement #: **070193**

Project Identification #: **107036.00**

Federal Project #: **STP/HIP-M-9409(107)**

State Project #: **79LPLM-F3-034**

Project Description: Canada Road, From I-40 to SR-1(US-70) in Lakeland- Relocation and widening to provide 4 lanes with ROW for 6 lanes. Bike/ped access will be determined in design phase.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Realign and Widen

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	STBG-U	80	0	20	\$410,000.00
PE-DESIGN	STBG-U	80	0	20	\$915,000.00
RIGHT-OF-WAY	STBG-U	80	0	20	\$14,314,150.00
RIGHT-OF-WAY	HIP-U	80	0	20	\$3,931,250.00
CONSTRUCTION	STBG-U	80	0	20	\$32,138,960.00
CEI	STBG-U	80	0	20	\$2,112,653.00
TDOT ES	STBG-U	80	0	20	\$1,694,030.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency ; HIP: 23 U.S.C. Section 133 (b)(1) and (b)(4) Highway Infrastructure Program funds allocated or subject to allocation to the Agency

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving the purchase of a Kubota M7060HD tractor from First Choice Farm and Lawn through Sourcewell Contract #031121.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-106-2023.

BUDGET IMPACT

This expenditure is budgeted in the Fiscal Year 2024 annual spending plan for the Sewer Fund.

DISCUSSION

The Sewer Department proposes to purchase a Kubota tractor for use at the wastewater treatment plant as well as to maintain off-street easements throughout the City. The tractor is being purchased through Sourcewell, which is a cooperative purchasing program for governments and schools.

RESOLUTION R-106-2023

APPROVING THE PURCHASE OF A KUBOTA M7060HD TRACTOR
FROM FIRST CHOICE FARM AND LAWN THROUGH SOURCEWELL CONTRACT
#031121

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase a tractor for maintenance activities in the Sewer Department; and,

WHEREAS, the tractor is available through Sourcewell cooperative purchasing program contract #031121; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual spending plan for the Sewer Fund:

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 a Kubota M7060HD tractor in the amount of fifty-five thousand two hundred thirty-four dollars and ninety-nine cents (\$55,234.99).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

- Standard Features -

- Custom Options -



Kubota

M Series

**M7060HD
 UTILITY ROPS TRACTOR, 4WD, HYDRAULIC-SHUTTLE
 TRANSMISSION**

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3307-CR-TE4
 CRS - Common Rail Fuel Injection
 Electronic Governor Control
 Turbocharged with EGR Valve
 4 Cyl - 203 cu. in.
 ^ 71 Net Eng. HP
 ^ 64 PTO HP
 EPA Tier IV Emission Certified
 12V 700 CCA Battery
 Charging Output 45 amps (ROPS)

FLUID CAPACITY

Fuel Tank (ROPS) 18.5 gal
 Cooling System 6.6 qts
 Crankcase 8.5 qts
 Transmission and
 Hydraulics 10.6 gal
 Front Axle (4WD) 8.5 qts

DRIVE TRAIN

Eight Speed Models
 Four Speed Fully Synchronized
 8F/8R Speeds Hydraulic shuttle
 Planetary Final Drives
 Rear Diff. Lock (ALL)

SAFETY EQUIPMENT

Flip-Up PTO Shield
 Safety Start Switches
 PTO - OPC (Operator Presence
 Control, Alarm 10 seconds
 Electric Key Shut Off
 Mechanical Wet Disc Brakes
 Parking Brakes
 Turn Signals
 SMV Sign

ROPS MODEL

2-Post Foldable ROPS
 Retractable Seat Belt

LIGHTING

2 Headlights w/sidelights
 2 Tail lights
 2 Hazard Flasher Lights with Turn
 Signals (ROPS)
 7 Pin Electrical Trailer Connector

INSTRUMENTS

Tachometer/Hour meter
 Oil Pressure
 Fuel Gauge
 Coolant Temperature

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
 First Remote (SCD) with Self
 Canceling Detents
Eight Speed Models
 6.1 gpm Power Steering
 11.0 gpm Remotes / 3 Pt. Hitch
 @ 2770 psi
 17.2 gpm Total
 Cat II 3-point Hitch
 At lift Point 4200 lbs.
 24" Behind 3307 lbs.
 Telescoping Lower Links
 Stabilizers
 Swinging Drawbar

POWER TAKE OFF

Live-Independent Hyd. PTO
 SAE 1 3/8" Six Spline
 540 rpm @ 2160 Eng. rpm

FRONT AXLE

Hydrostatic Power Steering
 4WD Bevel Gear
 Cast Iron
 55 Degree turning angle
 Limited Slip Differential
 Adj. (Rim) Tread Spacing
 HDC12:
 4WD Automatic braking from 2WD with
 both brakes applied
 Electro/hydraulic engagement of front
 wheel drive

^ Manufacturer estimate.

SELECTED TIRES

AMR8040 & AMR8047A
 FRONT LSW320/70R24 GDYR R14T
 REAR TITAN 420/75R34 142D R14T 8 BOLT

M7060HD Base Price: \$43,965.00

(1) 72" TWO-LEVER QUICK ATTACH ROUND BACK BUCKET	\$871.00
M1811-72" TWO-LEVER QUICK ATTACH ROUND BACK BUCKET	
(1) DROP DRAWBAR, M4/M60	\$153.00
M9201-DROP DRAWBAR, M4/M60	
(1) FRONT LOADER (2 LEVER TYPE QUICK COUPLER)	\$6,526.00
LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)	
(1) BUCKET QUICK COUPLER	\$921.00
M4745-BUCKET QUICK COUPLER	
(1) 48" PALLET FORKS	\$638.00
K9059-48" PALLET FORKS	
(1) STANDARD VALVE KIT /M6060/M7060HD	\$1,244.00
M7995-STANDARD VALVE KIT /M6060/M7060HD	
(1) TWO-LEVER Q.A. PALLET FORK FRAME	\$876.00
M1809-TWO-LEVER Q.A. PALLET FORK FRAME	

Configured Price: \$55,194.00

Sourcewell Discount: (\$12,142.68)

SUBTOTAL: \$43,051.32

2Yr M7060HD Extended Warranty (4000 hrs.) \$1,650.00

1Yr FRONT LOADER (2 LEVER TYPE QUICK
COUPLER) Extended Warranty \$400.00

Factory Assembly: \$260.00

Dealer Assembly: \$641.67

Freight Cost: \$918.75

PDI: \$400.00

Total Unit Price: \$47,321.74

Quantity Ordered: 1

Final Sales Price: \$47,321.74

**Final pricing will be based upon pricing at the time of
 final delivery to Sourcewell members.
 Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
 dealer**

"Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Submission #	5141
Date Prep:	8/9/2023

**This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.
Quote must accompany Purchase Order and be issued to the selling DEALER.
Land Pride - Troy L. Olson National Accts. Mgr. - 1-888-987-7433**

Buying Agency: City of Lakeland		Dealer Number: 118917	Dealer Name: First Choice Farm & Lawn
Contact Person	Bill Watkins	Dealer Contact:	Jay Wooten
Phone:	901-867-5409	Phone:	901-616-5129
Sourcwell Member No.		Email:	jwooten@firstchoicekubota.com
Email:	eherrell@lakelandtn.org	Ship To Location:	Eads

Product Code:	RCR2596	Description:	Land Pride Med. Duty Cutter (LP2032)
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A. Product Item Base Unit Price Per Contractor's Sourcewell Contract (Contract # 070821-LPI):	\$6,768.00
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B. Publiised Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable.

Note: (Published Options are options which were submitted and priced in Contractors' bid.)

[illegible]

C. Unpublished Options - Itemize below - Attach additional sheet if necessary		(Note:
Unpublished options are items which were not submitted and priced in Contractor's bid.)		

Description	Cost	Description	Cost
		Subtotal from additional sheet(s):	
		Subtotal C:	\$ -

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered :	1	X	Subtotal of A+B+C :	8,574	=	Subtotal D:	\$ 8,574.00
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E. Other Charges, Trade Ins, Allowances, Discounts, Etc.	
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Description	Cost	Description	Cost
Freight (LTL):	\$612.07		
Set-up:	\$250.00		
Delivery:	\$250.00	f. Total Purchase Price (D+E) :	Subtotal E:
			\$ 1,112.07

PRICE IS SUBJECT TO CHANGE

Estimated Delivery Date :	TBD	Total Purchase Price:	\$ 7,542.57
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KUBOTA DIESEL TRACTOR

M

M6060/M7060

The new M6060/M7060 deliver optimal performance and easy operation with new clean emissions engines and enhanced ergonomics.

F12/R12
Transmission
for M7060 4WD
(Factory Option)



NEW M



New clean and powerful engine

Kubota's revolutionary Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler combine more torque at low RPM with less emissions and better fuel efficiency.

Advanced Tractors Designed and Built With You and the Environment in Mind.



F8/R8 or F12/R12* transmissions

Two powerful transmissions are available to meet your needs. Whichever you choose, you'll get smooth and comfortable shifting performance.

**Factory option on M7060 4WD only.*

Introducing the new M6060 and M7060 tractors. These new top-of-the-line M-Series tractors have been redesigned and re-equipped with advanced features including Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler for powerful yet clean and economical performance, and a more ergonomically designed Cab for easier operation, giving you the confidence you deserve to tackle tough jobs with ease, while still being gentle on the environment. Work hard, but do it with absolute pride with the new M6060/M7060.

KUBOTA DIESEL TRACTOR
M6060/M7060

Kubota's clean low-noise engine delivers performance.

NEW ENG



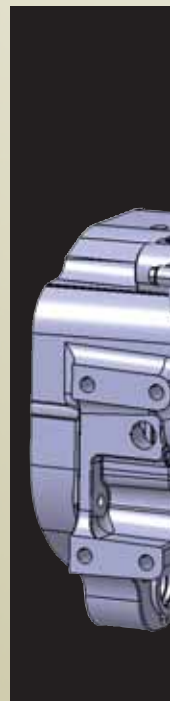
Kubota New Engine with Common Rail System (CRS)

M6060: 56 PTO HP

M7060: 64 PTO HP

Low Noise and Low Vibration

To help reduce operator fatigue and stress, the V3307 CRS engine has been specially designed to minimize noise and vibration. This is accomplished through several innovative technologies. Noise is reduced through a ladder frame crankshaft support, giving the engine a stiffer structure and thus lower noise. Also a gear train on the flywheel side reduces the gear chattering noise caused by crankshaft torsion. Vibration is lowered through the application of compact, built-in balancers.



Constant RPM Management

The M6060/M7060 engine features a new electronic control of engine RPM. Activating the system keeps engine revolution nearly constant with a push of the switch, preventing a reduction in PTO speed and enabling stable operation. It makes working with PTO-driven implements much more efficient.

Tier IV Emission Regulations

The V3307 CRS engine for M6060/M7060 complies with Tier IV EPA emission regulations.



Diesel Particulate Filter (DPF) Muffler

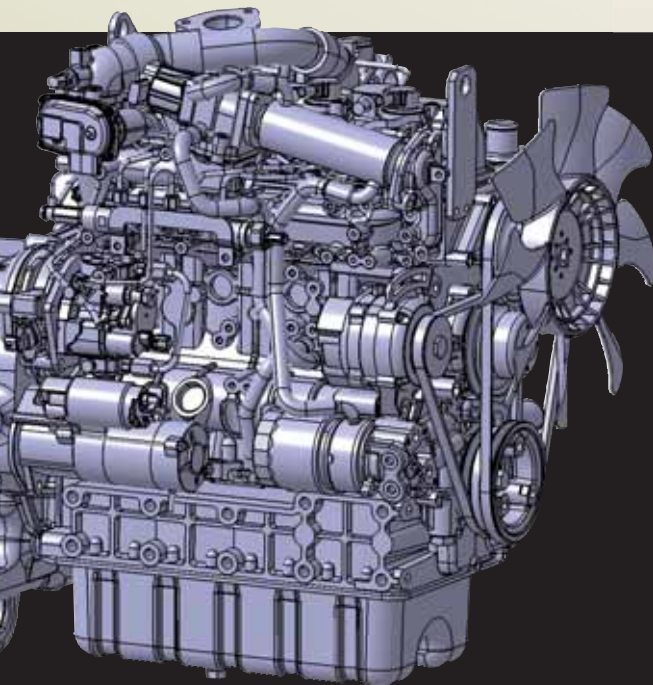


*Constant RPM
Management
Switch

INE



4-valve, Center-Direct Injection System

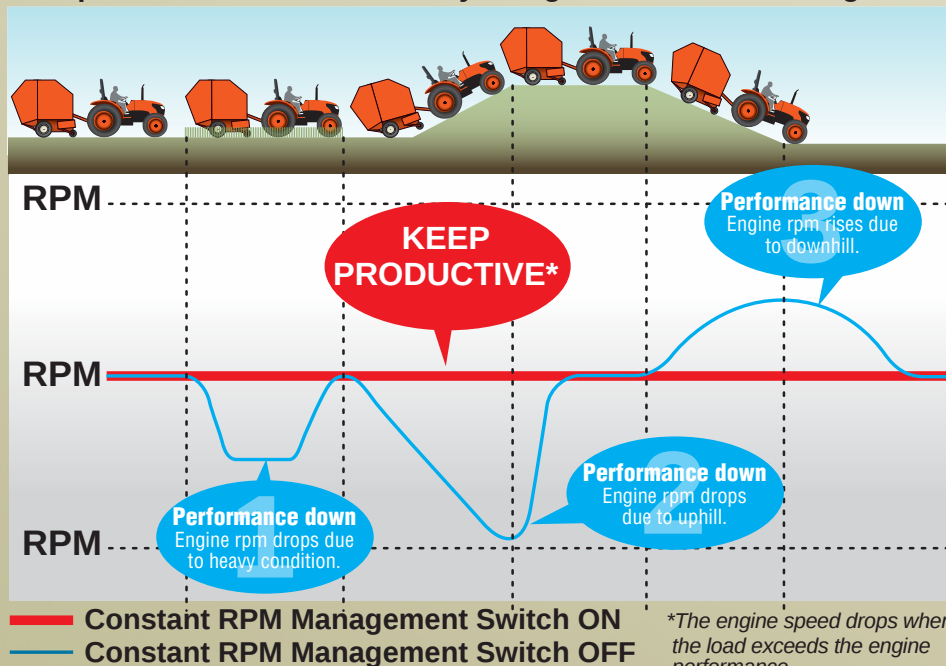


Common Rail System (CRS) with Exhaust Gas Recirculation system (EGR) and Diesel Particulate Filter (DPF) Muffler

The CRS electronically controls the timing and amount of injected fuel providing high-pressure injections in stages, rather than all at once for an optimal combustion rate that results in greater efficiency, better fuel economy and less engine noise. Its combination with the Diesel Particulate Filter (DPF) Muffler and Exhaust Gas Recirculation system (EGR) reduces emissions to meet the latest emission regulations.



• Keep Productive At Your Farm By Using Constant RPM Management



Note:

In a mechanically-controlled engine, the engine speed changes according to increases and decreases in the load. For example, when working in a hilly area, the load increases and engine speed drops while ascending a slope, and conversely the load drops when descending. These changes in engine speed affect the travel speed and PTO-driven implements. In order to minimize these effects, the operator must make fine adjustments to the travel speed and hand throttle lever.

When the Constant RPM Management switch is turned "On", the engine speed will be kept nearly constant in response to a certain level of work fluctuations. This improves the accuracy of work without the need for troublesome manipulation of the travel speed and hand throttle lever.

There is a limit to the range within which a constant speed can be maintained. If a load exceeding the engine performance is applied, the engine speed will drop. The purpose of Constant RPM Management is not to increase the engine power.

A choice of two transmissions gives you the tractor performance you need with less hassle.

TRANSMISSIONS

F8/R8 Transmission

The synchronized four speeds of the main shift and a high/low range supply tractors with 8 Forward and 8 Reverse speeds.

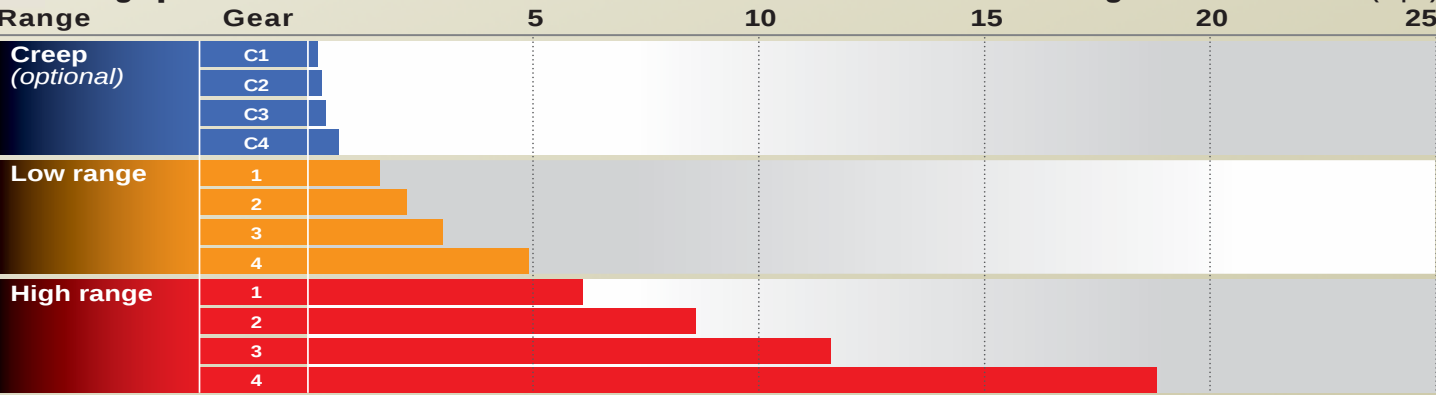


F12/R12 Transmission

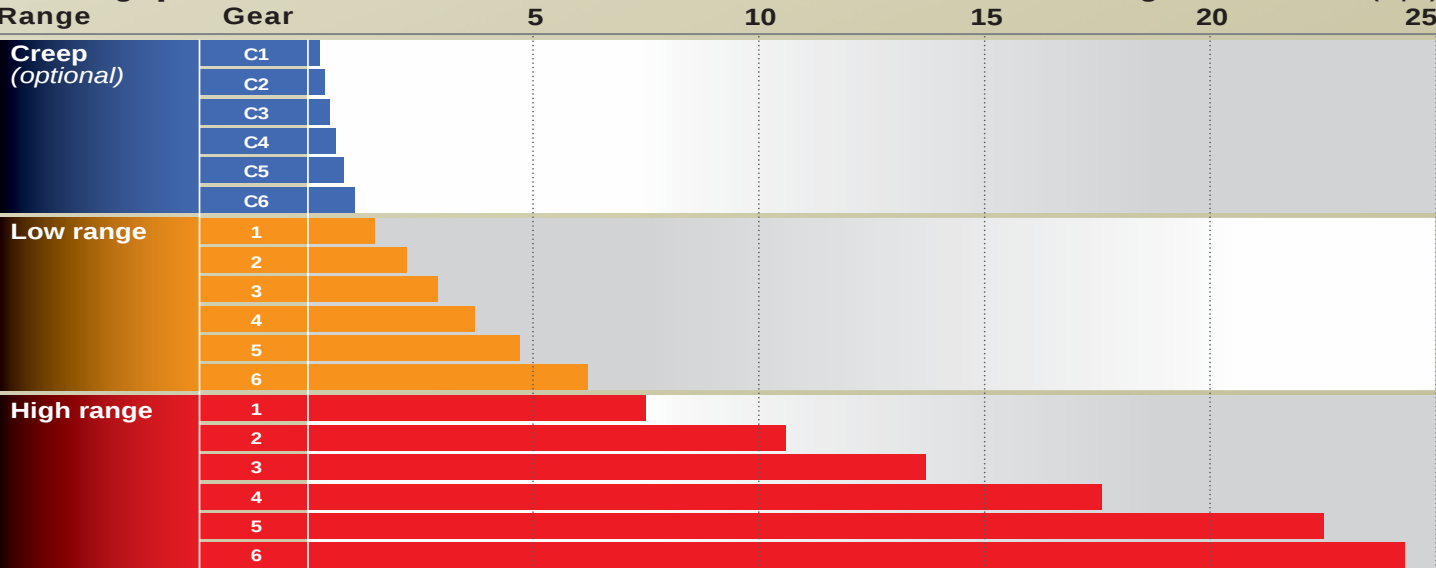
(Factory option on M7060HD/HDC models)

For heavy-duty work such as plowing, hay work and heavy trailer applications M7060HD/HDC models can be equipped with an F12/R12 transmission. This transmission features six speeds of the main shift and a high/low range giving it a total of 12 Forward and 12 Reverse speeds.

Traveling speed for M7060 F8/R8 Models with 16.9-30 Rear Tires @ rated engine RPM



Traveling speed for M7060 F12/R12 Models with 16.9-30 Rear Tires @ rated engine RPM*



*When H6 gear is selected, over drive function limits the maximum engine revolutions at 1960 rpm for better fuel economy.

SION

Over Drive (F12/R12 models only)

When H6 gear is selected, over drive function limits the maximum engine revolutions at 1960 rpm for better fuel economy.

Hydraulic Shuttle

Better than ever, our Hydraulic Shuttle for the M6060/M7060 makes shifting between forward and reverse smooth and effortless. With the Hydraulic Shuttle, a column-mounted lever, conveniently located next to the steering wheel, does all the work. Boost productivity, especially while using loaders, by eliminating the need to depress the clutch every time you change directions.



Hydraulic Wet Disc Brakes (F12/R12 models only)

To decrease operator effort and increase overall tractor longevity, M7060 F12/R12 models now come standard with Hydraulic Wet Disc Brakes. These brakes require less pedal effort and retain high performance efficiency even after repeated heavy-duty work.

Transmission Parking Lock (F12/R12 models only)

The parking lock can be operated with the main shift lever for easier operation. This lock is highly durable and reliable, providing precise parking on any terrain*.

** Level ground is recommended*



Multiple Wet Disc Clutch

The multi-plate wet disc clutch provides durability and a long operating life.

Limited Slip Differential

Limited Slip Differential on the front helps you maintain a stable travel speed should the drive wheel on either side of the tractor slip. A standard feature on the M7060 4WD models, Limited Slip Differential is perfect when reliable traction is essential.

Easy to shift 4WD Engagement

Switching the 4-wheel drive on and off is easy and quick, and done with one simple switch (Electro-Hydraulic on the go) for F12/R12 models and one simple lever (Mechanical on the go) for F8/R8 models. Best of all, there's no need to stop the tractor even when moving out of a field onto a road, so you can stay productive. The 4WD indicator on the LED readout lets you know you're in 4WD. (Do not engage while carrying heavy loads, or when rear wheel is spinning.)



(Picture shows an Electro-Hydraulic on the go switch on F12/R12 models)



More space and more visibility make our Cab a great place to work.

ULTRA GRAND

Ultra Grand Cab

The innovative and stylish design of the new M6060/M7060 Cab gives the operator more comfortable and spacious environment year around.

Curved Upper Windshield

The curved upper windshield increases upward visibility, making it especially handy when raising the Front Loader.



Rounded Glass

We've rounded the Cab glass of our M-Series tractors to provide the operator with more visibility and a more spacious feel—ideal for long days inside the Cab. Furthermore, we've increased the glass coverage area on the Cab door, which makes it easier to get in and out of the Cab.

Wide Fenders

Wide and rounded fenders protect the operator from mud splashes.



Front Wiper

To increase operator visibility on rainy days, the M-Series has a pantograph style front wiper. The unique design of this wiper gives it a wider coverage area.



CAB



A spacious and ergonomically designed Cab brings comfort to the workplace.

COMFORT

New Functional Platform

The M6060/M7060 Cab has been redesigned for better ergonomics. All levers (except the 4WD lever) and electrical switches are located on the right side for easy access and continuous operations.

Comfortable Seat

Specifically designed to absorb shock and reduce operator fatigue. Standard reclining function and arm rests further enhance comfort, and ROPS models feature a handy holder in the seat-back to store manuals. For greater shock-absorbing performance, Cab models can be optionally equipped with the air-ride seat suspension.

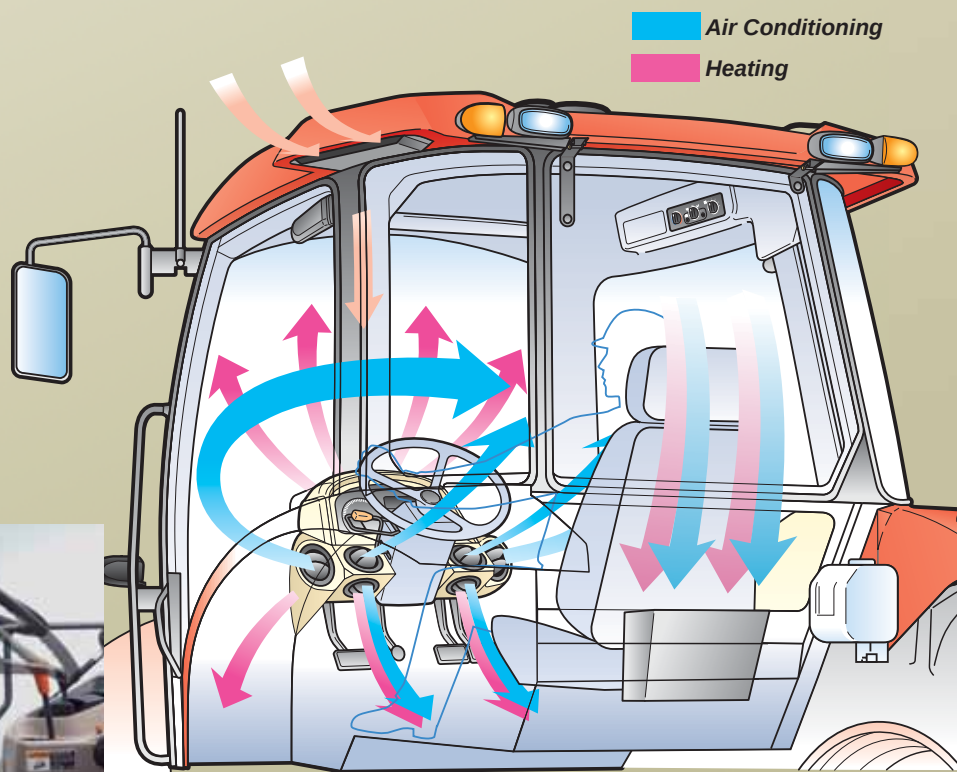
Cab Headroom

The arched beam in the front of the Cab and relocated A/C components allow M6060/M7060 to extend the height of the roof. This feature not only increases headroom, it also increases overall visibility, especially while using the loader.



Easy-Step Tilt Steering Wheel

The steering wheel of the cab gets out of the way when the operator is dismounting the tractor. Just step on a pedal and raise the steering wheel to its original position.





Heater/Air Conditioner

The heating and cooling unit is now located under the seat. The overall air circulation in the Cab has been optimized by the Cab's rounded glass as well as by placing the air outlets in the dash tower to keep you cooler on hot summer days and warmer on cold winter days, for year around comfort.



Air is circulated throughout the windshield to prevent icing, frosting and fogging.

Standard Equipment

- Front halogen work lights
- Front windshield wiper and washer
- Rear halogen work lights
- Interior dome light
- External left and right mirrors
- Sun visor
- Cup holder
- Cigarette lighter
- 7-pin trailer coupler
- 3-pin 12V coupler

Options

- Rear wiper and washer
- Rear deffogger
- 100 amp alternator
- Air ride seat suspension
- CD/radio with weather band
- Cassette radio with weather band

Long-lasting strength, durability and reliability to endure and tackle just about various jobs with ease.

HEAVY D

Hydraulics

The hydraulics on the M-Series are state-of-the-art. External hydraulic cylinders improve the lifting power and offer easier maintenance. The M6060/M7060 offers a large pump capacity (hitch and remote) of 16.2 gpm for F12/R12 models. As a result, the front loader cycle times are short, increasing productivity and facilitating operation. One (SCD) hydraulic remote valve is standard, with the option to add up to 2 more, plus an optional flow control valve to control the oil flow volume.

Hydraulic Independent PTO

Pulling, lifting, cutting or baling; the hydraulic independent PTO makes your toughest work easier. Self-modulation engagement with an Electric PTO Switch means implements like a rear cutter engage smoothly. The PTO brake engages when the clutch is shut off and securely holds the PTO shaft. The PTO clutch can be

hydraulically engaged and disengaged on the go. This means mowing, operating hay equipment or spraying orchards are all made more efficient.

3-Point Hitch

The Category I / II 3-point hitches provide fast and simple attachment of rear-mounted implements. On the M6060 and M7060 it is 3307lbs (1500kg).

Telescopic Lower Link Ends

The telescopic lower link ends, standard on M6060/M7060 models, further facilitate implement attachment.



Fuel Saving Economy PTO

F12/R12 models offer standard 540/540E PTO (Optional for F8/R8 models). For economy PTO operation, change the lever for 540E position. Engine is run at lower RPM to save fuel and reduce operating noise while still turning PTO shaft at 540 RPM. Engine speed is limited to 2132 RPM by economy PTO operation.



UTY

Bevel-Gear Front Axle

The bevel-gear front axle provides the M6060/M7060 with greater all-around maneuverability. It enables M6060/M7060 tractors to achieve a tighter turning radius than ever before—an amazing 55 degrees. This makes easy work of jobs in tight spaces. Limited Slip Differential on the front and Differential Lock on the rear are standard features, offering increased stability and traction on challenging ground conditions.



The M-Series Front Loader puts power and liftability front and center.

FRONT LO

Powerful Design

The Kubota M-Series Front Loader provides superior lifting power, perfect for farm use. The loader has also been fully integrated into the tractor design with a slanted boom to match the tractor's hood. This not only gives the M-Series a sleeker look it supplies the operator with more visibility and clearer sight lines to the bucket and loader sides.

Lifting Power and Height

Two separate boom cylinder fulcrum points (Power position and Height position) give you the option to increase the M-Series Front Loader lifting power or height based on your needs. When using the pallet fork or bale spear operators have the option to set the fulcrum to give more height. For bucket work, the lower setting offers more power.

4-Bar Linkage

Thanks to the 4-bar bucket linkage, the rollback and dumping angle has been increased for quicker scooping and dumping.

2-Lever Quick Coupler

This standard M-Series feature makes attaching buckets, bale spears and pallet forks quick and easy.



Protected Cylinder Tubes

To better protect the tractor hydraulics and offer the operator more visibility, the hydraulic tubes are neatly tucked inside the loader boom. Hydraulic tube covers further provide protection from wear and tear.



Frame

The frame of the front loader maintains its sturdy, thick steel frame, but its design has been simplified by removing braces and connectors. This helps to lessen effort and shorten the time it takes to attach the loader and offers increased visibility.



ADER



Joystick Control

Located in front of the control console for easy access, the joystick offers you the ability to control the movement and speed of the loader with a single lever. The Series Circuit makes simultaneous boom and bucket operation possible, while the Regenerative Bucket Dump Circuit enables quick dumping for efficient operation with quick cycle times.

Kubota Shockless Ride (KSR)

The KSR absorbs loader shock and reduces operator fatigue. This option is perfect if your tasks include a great deal of tight turns or lifting and dumping of heavy loads. It effectively takes the "bounce" out of handling round bales.



Single-Lever Hydraulic Quick Coupler

The optional quick coupler allows the operator the ability to attach all four hoses at once. This makes attaching and detaching quick and easy.



3rd Function Valve

The optional 3rd function valve broadens the scope of the front loader operation by enabling the use of a grapple bucket and various other hydraulically controlled attachments. The 3rd function valve can be activated with buttons located on the grip of the joystick.

Rubber Caps

Rubber caps prevent grease drips helping to keep the operator's clothes clean. The caps also give the loader a more appealing look.

Quick-Mount Attach/Detach

Attach or detach the front loader quickly without the use of tools. The boom stands and mounting pins make this task a snap, allowing an extra measure of productivity and tractor versatility.



Model	LA1154	
Tractor Applications	M6060, M7060	
Boom Cylinder Fulcrum	Height position	Power position
Maximum Lift Height (Pivot Pin)	132.7 (3370)	117.2 (2977)
Clearance w/Attachment Dump	101.5 (2577)	85.5 (2172)
Reach @ Maximum Height	18.0 (458)	35.9 (911)
Maximum Dump Angle	43	60
Reach w/Attachment on Ground	76.7 (1947)	
Maximum Rollback Angle	43	
Digging Depth (When Bucket is Level)	5.3 (134)	4.4 (111)
Overall Height in Carry Position	61.9 (1573)	
Material Bucket Width / Capacity (Heaped)	72 / 19.43 (0.55)	
Lift Capacity (Bucket Center)	2326 (1055)	2536 (1150)
Lift Capacity to Maximum Height at Pivot Pin	2469(1120)	2928(1328)
Raising Time to Full Height w/out Load ⁽¹⁾	4.7	
Lowering time w/out Load (powerdown) ⁽¹⁾	3.6	
Attachment Rollback Time	3.0	
Attachment Dumping Time	2.8	

⁽¹⁾w/Standard valves.

Specifications

Model			M6060		M7060		
			2WD	4WD	2WD	4WD	
ROPS / CAB			HFC	HD / HDC	HFC	HD / HDC	HD12 / HDC12
Engine			V3307-CR-TE4				
Type (Make : KUBOTA)			4 cylinder in-line, Common Rail System, direct Inject.				
No. of cylinders/Aspiration			4 / turbocharged				
Engine net power*		HP (kW)	63.5 (47.4)		71 (53.0)		
PTO power		HP (kW)	56 (41.7)		64 (47.7)		
Total displacement		cu.in. (cc)	203 (3331)				
Rated engine RPM		ROPS/CAB	2400				
Fuel tank capacity		ROPS/CAB gal. (ℓ)	18.5 (70) / 23.8 (90)				
Alternator		ROPS/CAB	45 Amp / 60 Amp (100 Amp : OPT)				
Transmission			F8 / R8				F12 / R12
No. of speeds							Fully synchronized (4 speed)
Main gear shift							
Shuttle shift			Hydraulic-shuttle				
Main clutch type			Multiple wet disc				
Brake type			Mechanical wet disc				Hydraulic wet disc
Differential lock (Front / Rear)			N / A	N/A / Mechanical	N / A	Limited Slip Differential / Mechanical	
4WD clutch type			-	Mechanical on-the-go	-	Mechanical on-the-go	Electro-Hydraulic on-the-go
PTO			Live-independent PTO, electro-hydraulic clutch with brake				
Type							
Speed		rpm	540 (540 / 540E:OPT)				540 / 540E
Hydraulics			11.0 (41.6)				16.2 (61.5)
Pump capacity (3-Point Hitch) ROPS/CAB gpm (ℓ/min.)							
3-Point Hitch			Telescopic lower link ends, Telescopic Stabilizers				
Category			I / II				
Control system			Position, draft (top link sensing) & mixed control				
Lift capacity at 24 in. behind lift point			lbs. (kg)				
Cylinder type			3307 (1500)				
No. of standard remote valves			Two external cylinders				
			1 (2nd, 3rd & flow control valve optional)				
Other features							
4WD system			N / A	Bevel gear type	N / A	Bevel gear type	
Steering			Hydrostatic power steering				
Tilt steering			Standard				
Hood type / Pedal type			Full open, slanted, steel / Hanging				
Deck type (ISO - mounted w/rubber mat)			Semi-flat on ROPS models, full-flat on CAB models				
Panel type			Electronic				
Fender shape			Wide, round				
Standard tire size							
Front			7.5-16	9.5-24	7.5-16	9.5-24	
Rear			16.9-28		16.9-30		
Dimensions & weight							
Overall length		ROPS models in. (mm)	-	138.0 (3505)	-	138.0 (3505)	
		CAB models in. (mm)	142.7 (3625)	138.0 (3505)	142.7 (3625)	138.0 (3505)	
Overall height		top of ROPS in. (mm)	96.9 (2460)		97.2 (2470)		
		top of CAB in. (mm)	100.6 (2555)		101.0 (2565)		
Overall width (minimum)		in. (mm)	73.0 (1860)				
Wheelbase		ROPS models in. (mm)	-	83.1 (2110)	-	83.1 (2110)	
		CAB models in. (mm)	84.4 (2145)	83.1 (2110)	84.4 (2145)	83.1 (2110)	
Crop clearance (Front axle)		in. (mm)	18.1 (460)				
Tread width		Front in. (mm)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	
		Rear in. (mm)	55.9-67.7 (1420-1720)				
Turning radius (w/o brake)		ft. (m)	10.81 (3.3)	11.8 (3.6)	10.8 (3.3)	11.8 (3.6)	
Tractor weight		ROPS models lbs. (kg)	-	5005 (2270)	-	5027 (2280)	
		CAB models lbs. (kg)	5226 (2370)	5358 (2430)	5248 (2380)	5380 (2440)	

*SAE J1349

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purpose only.

Some of the items pictured in this brochure are optional, and not standard equipment. Please contact your local Kubota dealer for warranty, safety or product information.

For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications.

Not for sale in Nebraska.

©2012 Kubota Corporation



KUBOTA TRACTOR CORPORATION

Kubota Tractor Corporation, 3401 Del Amo Boulevard, Torrance CA 90503
 Western Division: 1175 S. Guild Ave., Lodi, CA 95240 Tel (209) 334-9910
 Central Division: 14855 FAA Boulevard, Fort Worth, TX 76155 Tel (817) 571-0900
 Northern Division: 6300 at One Kubota Way, Groveport, OH 43125 Tel (614) 835-1100
 Southeast Division: 1025 Northbrook Parkway, Suwanee, GA 30024 Tel (770) 995-8855

Visit our web site at: www.kubota.com



Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving a temporary workspace agreement with Texas Gas Transmission, LLC.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-107-2023.

BUDGET IMPACT

Texas Gas will compensate the City \$6,500.00 for the temporary easement.

DISCUSSION

Texas Gas will be upgrading their high pressure transmission lines on City-owned property at Canada Road and Memphis Arlington Road. Texas Gas is requesting a temporary workspace agreement as they require additional space for the proposed improvements. Texas Gas will restore the area used for temporary workspace upon completion of the work.

RESOLUTION R-107-2023

APPROVING A TEMPORARY WORKSPACE AGREEMENT WITH TEXAS GAS
TRANSMISSION, LLC

WHEREAS, Texas Gas wishes to improve its high pressure gas lines; and,

WHEREAS, a portion of the gas lines cross property owned by the City of Lakeland; and,

WHEREAS, Texas Gas requires additional workspace for the improvements; and,

WHEREAS, Texas Gas will compensate the City six thousand five hundred dollars (\$6,500.00) for the use of the temporary workspace:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute a Temporary Workspace Agreement with Texas Gas Transmission, LLC.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



3947 Highway 179
Covington, TN 38019
901.245.7466

June 5, 2023

City of Lakeland, Tennessee
10001 Highway 70
Lakeland, TN 38002

Re: Texas Gas Transmission, LLC
PN13713 MLS 26-1TT, MLS 26-2TT & MLS 30-1TT Class Change
Tract No.: **TN-SH-008.000**
File No: **T-79, T-79B**
Tax ID: **L0150 00476C**

Dear Landowner:

Thank you for your past cooperation allowing us to survey your property. Texas Gas Transmission has completed initial surveys across your property and is seeking to acquire temporary workspace from you to complete the project. We look forward to and anticipate negotiating a mutual agreement with you for our proposed project. Therefore, in a good faith effort to reach an agreement, Texas Gas Transmission, LLC makes this good faith offer to you in the amount of \$6,500.00 as full monetary compensation to acquire limited rights to use the area shown on the attached exhibit as temporary workspace. After construction is completed, the temporary workspace will no longer be necessary and will revert to you.

As discussed previously, enclosed please find a copy of the Temporary Workspace Agreement with Texas Gas Transmission, LLC (Texas Gas) along with an exhibit depicting the proposed temporary workspace for your review. Also enclosed is a Pipeline Project Questionnaire for you to review and complete. If you are in agreement with the terms of the offer, please sign and date the enclosed Temporary Workspace Agreement and W-9, and the questionnaire and return to me in the enclosed stamped envelope. I will be in touch with you the week of June 15, 2023 to deliver a check and/or discuss further. If you have any questions or comments in the meantime, please call me at (901) 245-7466 or Tom Gibbs at (318) 376-5337.

Texas Gas appreciates your cooperation in this matter, and we look forward to a safe and successful project.

Sincerely yours,

A handwritten signature in black ink that reads "Karl E. Williamson". The signature is written in a cursive, slightly slanted style.

Karl E. Williamson
Land Representative
Texas Gas Transmission, LLC

Enclosures:

Temporary Workspace Agreement
Pipeline Project Questionnaire
W-9
SASE



610 West 2nd Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

Pipeline Project Questionnaire

City of Lakeland, Tennessee
10001 Highway 70
Lakeland, TN 38002

Re: PN 13713
Tract No.: **TN-SH-008.000**
File No: **T-79, T-79B**
Tax ID: **L0150 00476C**

To properly locate and avoid any utilities or other obstructions crossing the Texas Gas pipeline right of way during construction, please review the information below and indicate any utilities that maybe buried within the right of way or near the pipelines.

Municipal or Private Waterlines: ____ Yes, ____ No
Please indicate the location crossing your property and crossing the pipeline right of way:

Municipal Sewage or Septic System lines: ____ Yes, ____ No
Please indicate the location crossing your property and crossing the pipeline right of way:

Telephone or Cable TV Service: ____ Yes, ____ No
Please indicate the location crossing your property and crossing the pipeline right of way:

Sprinkler System Waterlines: ____ Yes, ____ No
Please indicate the location crossing your property and crossing the pipeline right of way:

Other above-ground/underground obstructions: ____ Yes, ____ No
Please indicate the location crossing your property and crossing the pipeline right of way:

Sincerely yours,

Karl E. Williamson
Senior Land Representative
Texas Gas Transmission, LLC

TEMPORARY WORKSPACE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that, CITY OF LAKELAND, TENNESSEE, a Tennessee municipal corporation (“Grantor”, whether one or more), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do/does hereby grant, bargain, sell and convey unto Texas Gas Transmission, LLC, a Delaware limited liability company (“Texas Gas Transmission”), 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, the right to use an approximately acre area as temporary workspace (“Temporary Workspace”), located on that certain property situated in the County of Tipton, State of Tennessee, and more particularly described as follows (“Property”):

As described and shown on Exhibit A attached hereto and incorporated herein and being further described as Lots 3, 4 and 5 of the George Farris 141 acre tract and the Southwest 2.03 acres of the F.M. Guthrie Property, Shelby County, Tennessee.

WARRANTY OF TITLE: Grantor warrants and represents that it owns the Property, and that no other party owns an interest therein.

TEXAS GAS TRANSMISSION’S RIGHTS: Texas Gas Transmission shall have the right to use the Temporary Workspace for the purposes of replacing a thirty (30) inch pipeline and any other use necessary thereto, along with the rights of ingress and egress across the Property and the right to clear trees, brush and/or obstructions from the Temporary Workspace.

CONSIDERATION: The above-recited consideration shall serve as prepayment in full of damages arising from the exercise of said rights.

EFFECTIVE DATE: The rights granted hereunder are effective on the date this document is signed by Grantor, and will remain effective until thirty (30) days after completion of Texas Gas Transmission’s use of the Temporary Workspace.

DUTIES OF TEXAS GAS TRANSMISSION: Upon completion of Texas Gas Transmission’s use of the Temporary Workspace, Texas Gas Transmission shall restore the Temporary Workspace, as nearly as is practicable, to as good a condition as exists immediately prior to commencement of construction.

SUCCESSORS AND ASSIGNS: All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

CHANGES TO THIS AGREEMENT: The provisions of this Temporary Workspace Agreement can only be changed by another written document signed by both Texas Gas Transmission and the Grantor.

ENTIRE AGREEMENT: This Temporary Workspace Agreement embodies the whole agreement between the parties with respect to the matters set forth herein, and no representation, promise or agreement not expressed in this document has been made to induce Grantor to execute and deliver it.

WITNESS the execution hereof this _____ day of _____, 2023.

GRANTOR(S):

CITY OF LAKELAND, TENNESSEE,
a Tennessee municipal corporation

By: _____

Printed Name: _____

Title: _____

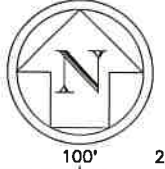
LEGEND

C
R
ROW
HWY.
PROP.
PERM.
TEMP.
WKSP.
TWS
PAR
TAR
N.T.S.

CENTERLINE
PROPERTY LINE
RIGHT OF WAY
HIGHWAY
PROPOSED
PERMANENT
TEMPORARY
WORKSPACE
TEMPORARY WORKSPACE
PERM. ACCESS ROAD
TEMP. ACCESS ROAD
NOT TO SCALE

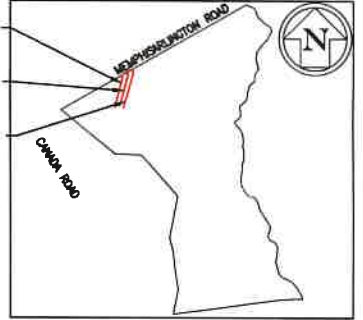
EXISTING PIPELINE
PROPOSED REPLACEMENT PIPELINE
EXISTING EASEMENT
TEMP. WORKSPACE: 0.06 ACRES
ADD. TEMP. WORKSPACE: 0.04 ACRES
LAYDOWN YARD 1.20 ACRES
TOTAL: 1.30 ACRES

EXHIBIT "A"
TEMPORARY WORKSPACE, ADDITIONAL TEMPORARY
WORKSPACE, AND LAYDOWN YARD
LYING WITHIN AND BEING A PART OF
LOTS 3, 4, AND 5 OF THE GEORGE FARRIS 141 ACRE TRACT
AND THE SOUTHWEST 2.03 ACRES OF THE F.M. GUTHRIE PROPERTY
SHELBY COUNTY, TENNESSEE

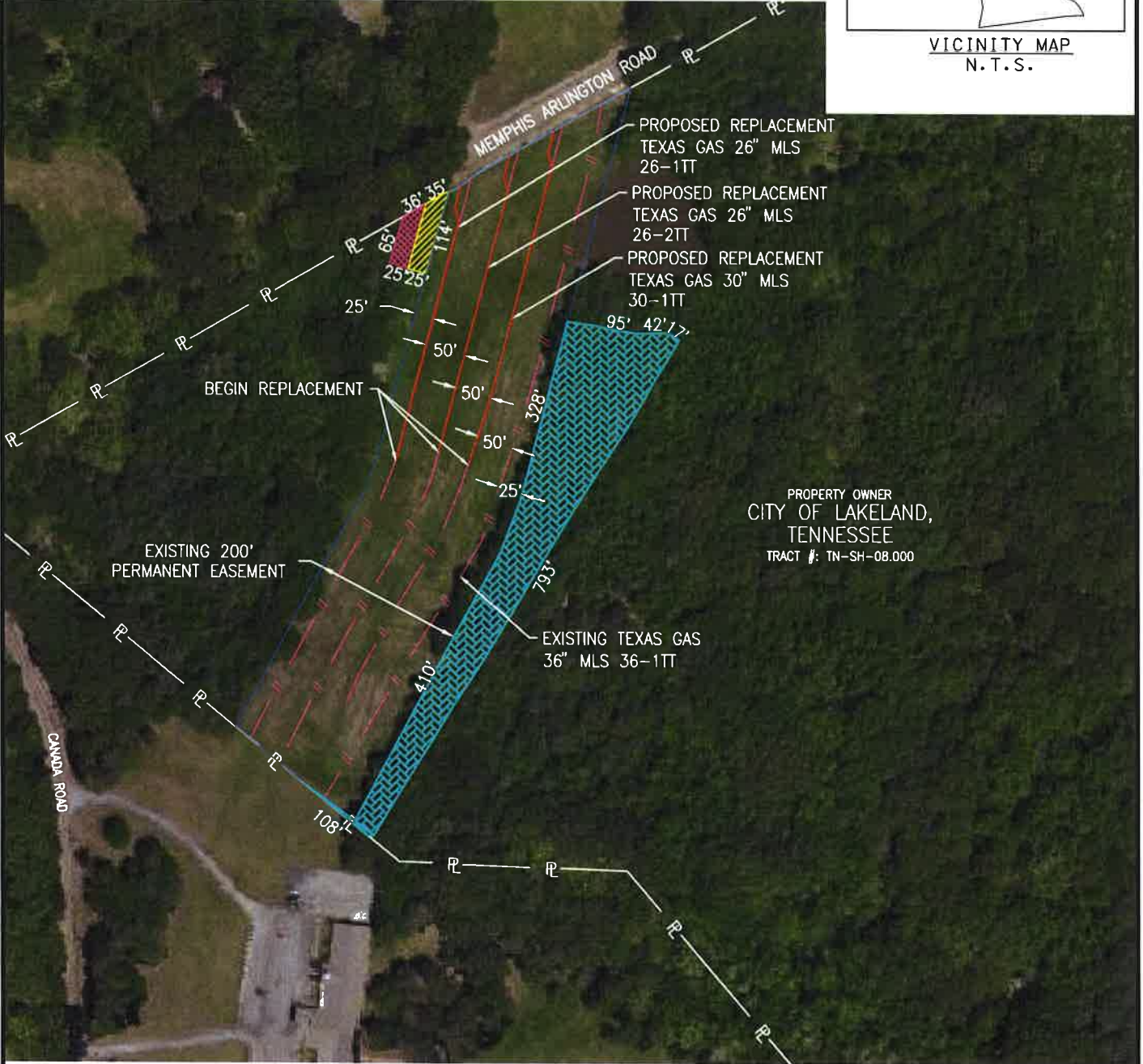


SCALE: 1" = 200'

PROPOSED TEXAS GAS
26" MLS 26-1TT
PROPOSED TEXAS GAS
26" MLS 26-2TT
PROPOSED TEXAS GAS
30" MLS 30-1TT



VICINITY MAP
N.T.S.



THIS EXHIBIT DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.
PARCEL LINES SHOWN ARE BASED ON EXTERNAL SOURCES SUCH AS
PUBLICLY AVAILABLE TAX PARCEL DATA AND ARE NOT FIELD VERIFIED.

PRELIMINARY — FOR REVIEW ONLY,
NOT FOR RECORDATION, CONVEYANCE
OR SALES.



TEXAS GAS
TRANSMISSION, LLC

A subsidiary of Boardwalk Pipelines, LP

COVINGTON MLS 26-1TT, 26-2TT, & 30-1TT PIPELINE REPLACEMENT
TEMP WKSP, ADD. TEMP. WKSP., & LAYDOWN YARD
LYING WITHIN THE PROPERTY OF
CITY OF LAKELAND, TENNESSEE

Co./Per.: SHELBY		State: TENNESSEE	
Division: NORTH		Op. Area: 7770-COVINGTON	
Latitude: N035 25'129"		Longitude: W089 74'5214"	
Section: N/A	Township: N/A	Range: N/A	
Drafter: BVC	Date: 05/12/23	Project ID: 13713	Loc. No. N/A
Chk'd: CSK	Date: 05/12/23	Scale: 1" = 200'	
Appr: BB	Date: 05/12/23	Filename: SK-2177-PL.dwg	
Dwg. No. SK-2177-PL	Sheet: 1 of 1		Rev. B

CHRISTOPHER S. KNERAM
REGISTERED LAND SURVEYOR
TENNESSEE REG. NO. 2994
MOTT MACDONALD LLC
220 WEST GARDEN STREET, SUITE
400, PENSACOLA, FLORIDA, 32502
D: (850)483-8628 C: (863)443-2035

NO.	DATE	BY	DESCRIPTION	PROJ. ID	CHK.	APP.
B	05/24/23	BVC	ISSUED FOR REVIEW	13713	CSK	BB
A	05/12/23	BVC	ISSUED FOR REVIEW	13713	CSK	BB

REVISIONS

ISSUE DATE:

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving Change Orders #2 and #3 on the Clear Creek Sanitary Sewer Interceptor Phase A project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-108-2023.

BUDGET IMPACT

This expenditure is included in the Fiscal Year 2024 spending plan for the Sewer Fund.

DISCUSSION

The construction of the new Clear Creek Interceptor is currently underway. While initially working on the project, there are changes to the contract to be considered. The most substantial change, Change Order #2, is the method of installation of pipe under the Texas Gas pipelines. During design and permitting, Texas Gas required the pipe to be installed by open-cut method. The Contractor has serious safety concerns with this method of work as they will be required to expose the high pressure gas lines and work under them. The Contractor proposes a guided agar bore method, which is a trenchless technology with high accuracy. Texas Gas has agreed to allow this method of installation. Change Order #2 includes the additional cost of the bore and jacking pipe. The total cost of the change in work is \$233,857.43. The Contractor has agreed to share half of the cost increase to avoid installing by open-cut, resulting in a change order of \$116,928.72.

Change Order #3, in the amount of \$11,654.68, is related to an unknown pipe that was discovered during work at the wastewater treatment plant. This work was not included in the scope of the project and is eligible for a change order.

RESOLUTION R-108-2023

APPROVING CHANGE ORDERS #2 AND #3 ON THE CLEAR CREEK SANITARY
SEWER INTERCEPTOR PHASE A PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to install a new sewer interceptor to serve Lakeland east of Seed Tick Road to the city limits; and,

WHEREAS, the project requires changes to the contract related to work under the Texas Gas pipeline and discovery of unknown pipe; and,

WHEREAS, Eutaw Construction has provided costs for these changes in work in Change Orders #2 and #3 respectively; and

WHEREAS, the Engineer has reviewed the change orders and finds costs to be reasonable and meet contract requirements; and

WHEREAS, funding for this project is appropriated in the Fiscal Year 2024 Annual spending plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute Change Order #2 in the amount of one hundred sixteen thousand nine hundred twenty-eight dollars and seventy-two cents (\$116,928.72) and Change Order #3 in the amount of eleven thousand six hundred fifty-four dollars and fifty-eight cents (\$11,654.58).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

Project No.: <u>77202-00</u>	Contract No.: <u>SRF 2022-476</u>	Date <u>May 26, 2023</u>
Project Name: <u>SRF 2022-476 Clear Creek Interceptor Sanitary Sewer Phase A</u>		Corrected July 24, 2023
Owner: <u>City of Lakeland 10001 Highway 70 Lakeland, TN 38002</u>		
Engineer: <u>Buchart Horn, Inc., 3150 Lenox Park Blvd. Memphis, TN 38115</u>		
Contractor: <u>EUTAW Construction Company, Inc. 410 Old Richton Rd. Petal, MS 39465</u>		

THE CONTRACT IS CHANGED AS FOLLOWS:

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
1	Install 42" FRP underneath 4 existing Texas Gas Pipeline btw. MH C-010 and C-011 by guided auger boring method in accordance with amended Texas Gas permit. Work will be performed in lieu of open cut.	\$116,928.72	
TOTAL		\$116,928.72	\$0.00
NET Change In Contract Value		\$116,928.72	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ <u>21,967,264.23</u>	Present Contract Time:	<u>635</u>
Net change by previous Change Orders (C/O)	\$ <u>0.00</u>	This Change:	<u>0</u>
Contract Sum prior to this C/o	\$ <u>21,967,264.23</u>	Revised Contract Time	<u>635</u>
Contract Increase by this C/O	\$ <u>116,928.72</u>	Substantial Completion:	<u>2/25/2025</u>
New Contract Sum including this C/O	\$ <u>22,084,192.95</u>	Revised Substantial Completion:	<u>2/25/2025</u>
			Date

This change order fully compensates the Contractor for all costs associated with the stipulated changes, including overhead and profit, and impacts to other items of work, disruptions to the project and delays. All other terms and conditions of the contract remain unchanged.

NOT VALID UNTIL APPROVED BY THE OWNER.

RECOMMENDED:

By: **Diane C. Vesely**
 BUCHART HORN, INC.
 Engineer (Authorized Signature)
 Date: 07/24/2023

Digitally signed by Diane C. Vesely
 DN: cn=Diane C. Vesely, o=Water Resources, ou=Buchart Horn, Inc., email=dvesely@bucharthorn.com, c=US
 Date: 2023.07.24 14:25:49 -05'00'

ACCEPTED:

By: 
 EUTAW CONSTRUCTION CO., INC.
 Contractor (Authorized Signature)
 Date: 8-1-23

APPROVED:

By: _____
 CITY OF LAKELAND, TN
 Owner (Authorized Signature)
 Date: _____



002

Project No.: 77202-00

May 26, 2023

Project Description:

SRF 2022-476 Clear Creek Interceptor Sanitary Sewer Phase A

City of Lakeland | 10001 Highway 70 | Lakeland, TN 38002

Buchart Horn, Inc., | 3150 Lenox Park Blvd. | Memphis, TN 38115

EUTAW Construction Company, Inc. | 410 Old Richton Rd. | Petal, MS 39465

THE CONTRACT IS CHANGED AS FOLLOWS:

[illegible]

SUBTOTALS:

\$407,250.00

\$173,392.57

NET Change in cost

\$233,857.43

Shared Cost of new work at 50%

\$116,928.72

NET Change in Contract Value

\$116,928.72

Project No.: 77202-00 Contract No.: SRF 2022-476 Date August 7, 2023
Project Name: SRF 2022-476 Clear Creek Interceptor Sanitary Sewer Phase A
Owner: City of Lakeland | 10001 Highway 70 | Lakeland, TN 38002
Engineer: Buchart Horn, Inc., | 3150 Lenox Park Blvd. | Memphis, TN 38115
Contractor: EUTAW Construction Company, Inc. | 410 Old Richton Rd. | Petal, MS 39465

THE CONTRACT IS CHANGED AS FOLLOWS:

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
1	On a time & material basis, locate and expose broken 3" forcemain; tie into Contractor furnished manhole and establish by-pass pumping while influent wet well is out of service.	\$11,654.68	
TOTAL		\$11,654.68	\$0.00
NET Change In Contract Value		\$11,654.68	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ <u>21,967,264.23</u>	Present Contract Time:	<u>635</u>
Net change by previous Change Orders (C/O)	\$ <u>116,928.72</u>	This Change:	<u>2</u>
Contract Sum prior to this C/O	\$ <u>22,084,192.95</u>	Revised Contract Time	<u>637</u>
Contract Increase by this C/O	\$ <u>11,654.68</u>	Substantial Completion:	<u>2/25/2025</u>
New Contract Sum including this C/O	\$ <u>22,095,847.63</u>	Revised Substantial Completion:	<u>2/27/2025</u>
			Date

This change order fully compensates the Contractor for all costs associated with the stipulated changes, including overhead and profit, and impacts to other items of work, disruptions to the project and delays. All other terms and conditions of the contract remain unchanged.

NOT VALID UNTIL APPROVED BY THE OWNER.

RECOMMENDED:

By: Diane C. Vesely
BUCHART HORN, INC.
Engineer (Authorized Signature)

Date: 08/07/2023

ACCEPTED:

By: [Signature]
EUTAW CONSTRUCTION CO., INC.
Contractor (Authorized Signature)

Date: 08/09/2023

APPROVED:

By: _____
CITY OF LAKELAND, TN
Owner (Authorized Signature)

Date: _____

August 07, 2023

City of Lakeland
10001 US-70
Lakeland, TN 38002

Attention: Emily Harrell
Reference: Project No. 77202-00
Clear Creek Interceptor Sanitary Sewer Phase A

Subject: PCO #03 – 3-inch Force Main Correction

Mrs. Harrell,

Please see the below pricing for 3-inch force main install at the WWTP.

Eutaw's proposal includes pricing for the investigation and constructing a temporary fix for the active 3-inch force main that was discovered. Also, pricing includes the bypass equipment and setup.

See pricing below:

SCOPE OF WORK						
Item	Specification	Item Description	Quantity	Unit	Unit Price	Total Price
New Line Items:						
PCO 003	N/A	3 IN Forcemain Temporary Install	1	LS	\$ 11,654.68	\$ 11,654.68
PCO #03 Total --->						\$ 11,654.68

Should you have any questions or concerns concerning this PCO, please do not hesitate to contact me.

Respectfully,

Trenton L. Walters
Project Manager

Cc: Kelton Miller, Sr. Project Manager

Eutaw Construction Company, Inc.
Extra Work Estimate

Project: Clear Creek Interceptor Sanitary Sewer Phase A **Date:** 08/07/23
Project No: 77202-00

Work Description: T&M work for the unknown 3" FM coming from shooting range

Labor:

Item	Quantity	Unit	Unit Price	Total
(See breakdown below)	1.0	LS	\$ 3,341.94	\$ 3,341.94
Total				\$ 3,341.94

Materials & Subcontracts:

Item	Quantity	Unit	Unit Price	Total
Eutaw Materials	1.00	LS	\$ 3,561.81	\$ 3,561.81
Xylem (Bypass)	1.00	LS	\$ 1,600.40	\$ 1,600.40
Subtotal				\$ 3,561.81
Tax (if applicable)		9.75%		\$ -
Total				\$ 3,561.81

Equipment:

Item	Quantity	Unit	Unit Price	Total
(See breakdown below)	1.0	LS	\$ 1,033.00	\$ 1,033.00
Total				\$ 1,033.00

Comments:

Discovered and investigated unknown 3" FM near the influent well. Eutaw had a manhole shipped from Nashville to jobsite the next day and grouted it up to work as a temporary MH for the FM. Also contacted Xylem to install a bypass system with flow meter from our manhole.

L&E ---> \$ 7,936.75
OH&P (15%) ---> \$ 1,190.51
Subtotal ---> \$ 9,127.26
Subcontractor Total + Profit --> \$ 1,680.42
Per Diem/Lodging --> \$ 847.00

Eutaw Total ---> **\$ 11,654.68**

Work Authorized By:

Eutaw Construction

Owner

Report Selections:	Job:	23041	Job Status:	Active
	Phase:	100771	Phase Status:	Active, Inactive, Complete
	Cost Type:	ALL	Division:	ALL
	Tran. Type:	AP, EQ, GL, IC, JC, PR, OH	Customer:	ALL
	Vendor:	ALL	Draw Appl. #:	ALL
	Employee:	ALL	A/P Contract Labor Hours?	No
	Inv. Item:	ALL	Master Job?	No

Eutaw Construction Company
Job Cost History Report From Inception To 08/02/23
Including Payroll and A/P Invoices in Progress

UnPosted?		Including Payroll and A/P Invoices in Progress					Unit of Measure	
Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount	
Job: 23041 CLEAR CREEK INTERCEPTOR								
Phase: 100-771 WWTP 3IN FM FIX Cost Type: E EQUIPMENT								
07/22/23	EQ	1090	KOMATSU WA320-8 LOADER	Rate: 30.00	4.00		120.00	
07/22/23	EQ	2005	KOMATSU D39PXI-24	Rate: 35.00	5.00		175.00	
07/22/23	EQ	3034	KOMATSU PC240LC-11	Rate: 45.00	4.00		180.00	
07/22/23	EQ	200952	FORD F250 (DANIEL CLARK)	Rate: 12.00	13.00		156.00	
07/22/23	EQ	200953	FORD F150	Rate: 12.00	20.50		246.00	
07/22/23	EQ	210305	FORD F150(EDWARD REYES)	Rate: 12.00	13.00		156.00	
Subtotal for Phase: 100-771 WWTP 3IN FM FIX Cost Type: E EQUIPMENT					59.50	0.00	1,033.00	
Phase: 100-771 WWTP 3IN FM FIX Cost Type: L LABOR								
07/22/23	PR	BOUTWELLK00	KADEN RUSSELL BOUTWELL	Check# H40128	20.50		514.96	
07/22/23	PR	BROWNJERMAI	JERMAINE ANDRE BROWN	Check# H40140	20.50		451.00	
07/22/23	PR	CLARKR00000	RANDY DANIEL CLARK	Check# H40173	13.00		536.26	
07/22/23	PR	EDWARDSTJ00	TONY FRANK EDWARDS JR	Check# H40200	15.00		376.80	
07/22/23	PR	NEALJ000000	JIMMY WAYNE NEAL	Check# H40345	7.50		172.50	
07/22/23	PR	REYESE00000	EDWARD CHRISTOPHER REYES	Check# H40387	13.00		503.76	
07/22/23	PR	THEROITT000	TALLI ALYSSA THERIOT	Check# H40448	13.50		283.50	
07/22/23	PR	TUMBLINN000	NATHAN TUMBLIN	Check# H40461	18.00		452.16	
07/29/23	PR	EDWARDSTJ00	TONY FRANK EDWARDS JR	Check# H40594			51.00	
Subtotal for Phase: 100-771 WWTP 3IN FM FIX Cost Type: L LABOR					121.00	0.00	3,341.94	
Phase: 100-771 WWTP 3IN FM FIX Cost Type: M MATERIAL								
07/30/23	AP	WHITECAP00	WHITE CAP CONSTRUCTION SUPPLY	Invoice 50022973026 dated 7/17/23 Speedcrete			1,428.68	
07/30/23	AP	WHITECAP00	WHITE CAP CONSTRUCTION SUPPLY	Invoice 50022977053 dated 7/18/23 Sealant, primer			2,133.13	
Subtotal for Phase: 100-771 WWTP 3IN FM FIX Cost Type: M MATERIAL					0.00	0.00	3,561.81	

Eutaw Construction Company
Job Cost History Report From Inception To 08/02/23
Including Payroll and A/P Invoices in Progress

UnPosted?

Unit of Measure

Date	Tran Type	Reference	Description	Additional Information	Hours	Quantity	Amount
Job 23041 Recap					180.50	0.00	7,936.75
Total for Job: 23041 CLEAR CREEK INTERCEPTOR							

Hours Amount	EQUIPMENT	LABOR	MATERIAL	Total
100-771 WWTP 3IN FM FIX	59.50 1,033.00	121.00 3,341.94	0.00 3,561.81	180.50 7,936.75
Total	59.50 1,033.00	121.00 3,341.94	0.00 3,561.81	180.50 7,936.75

Eutaw Construction Company
Job Cost History Report From Inception To 08/02/23
Including Payroll and A/P Invoices in Progress

UnPosted?							Unit of Measure	
Date	Tran Type	Reference	Description	Additional Information		Hours	Quantity	Amount
Report Recap by Job			17	records processed	Report Totals	180.50	0.00	7,936.75

Hours				
Amount	EQUIPMENT	LABOR	MATERIAL	Total
23041 CLEAR CREEK INTERCEPTOR	59.50 1,033.00	121.00 3,341.94	0.00 3,561.81	180.50 7,936.75
Total	59.50 1,033.00	121.00 3,341.94	0.00 3,561.81	180.50 7,936.75

July 18, 2023

Trent Walters
EUTAW Construction Company, Inc.
P.O. Box 2482
Madison, MS 39130

Phone: 601-543-6090
Fax: 662-369-7770
Email: twalters@eutaw.us

RE: GST10
Sale Quotation 143012924

Dear Trent:

We are pleased to offer you the attached Quotation for your review.

Our commitment and reputation of unsurpassed service and experience has made our company the pump company of choice throughout the industry. We are also committed to providing reliable and durable equipment along with guaranteed service to your company as well.

Thank you for your interest in Xylem Dewatering Solutions, Inc. and the products and services we offer. If you have any questions or require additional information, please contact Michael Gates 901-481-1543 or email Michael.Gates@xylem.com.

Sincerely,



Michael Gates
Outside Sales Representative

MG / my

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Sub-Prime GST10 Submersible Trash • 2" MNPT Discharge • 1 HP Electric Motor • 115 Volt, 1 phase • 50' Power Cable	\$ 900.00	\$ 900.00
B	1	2" MCG x 2" FNPT Adapter	0.00	0.00
C	1	N/O 50' 115 Volt Piggyback Float Switch • Mechanical Switch wth Plug	153.00	153.00
D	4	2" x 20' Solid Green Hose W/CG	136.85	547.40
Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.				
NET SALE TOTAL				\$ 1,600.40
DELIVERY CHARGE				\$ 0.00

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

Vesely, Diane

From: Vesely, Diane
Sent: Monday, July 17, 2023 10:43 AM
To: Trent Walters
Cc: Kelton Miller; Harrell Emily - City of Lakeland, TN (eharrell@lakelandtn.org); Spencer Smalley; Jeffrey Pearson; Dietrick, Edward
Subject: City of Lakeland Clear Creek Interceptor Sanitary Sewer Phase A - SRF 2022-476 -

Trent – per our discussion.....

Spencer has determined that the source of the unknown pipe feeding the MH to be replaced is a 3" diameter forcemain from the firing range. There is a break in the line which is why it could not be traced.

Spencer has contacted XYLEM to come to the site to arrange for bypass pumping of this sewage flow. Additionally, EUTAW indicated that they had a manhole available that could be set to receive the flow and set up a bypass. The MH is being delivered this morning and XYLEM is supposed to be on site this morning.

It is requested that you track time and materials for the by-pass pump and MH installation. Please g a quotation from XYLEM.

Emily – for your information.....

MLGW came to the site this morning to disconnect the power. The power can only be disconnected inside the WWTP and at highway 70, so the overhead line cannot be take out of services without impacting the neighbors. The MLGW representative that came on site agreed to place insulators on the line and presently EUTAW intends to proceed with trench box installation with spotters in place.

Thank you!

Diane C. Vesely, P.E. **

AVP Water Resources
(LA, MS, PA, TN, VA)



3150 Lenox Park Boulevard, Suite 300
Memphis, TN 38115
T: (901) 254-7748
C: (901) 619-6177
Check us out at www.bucharthorn.com



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving an agreement with HiLo Commercial Services, LLC for janitorial services.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-109-2023.

BUDGET IMPACT

This expenditure is budgeted in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

The City has historically employed a part-time janitor for cleaning services at each of its facilities. Due to turnover and difficulty filling this position, the City has decided to utilize contractors for this service. An RFP was issued in July 2023. Eleven (11) proposals were received and reviewed by a selection committee. HiLo was selected based on their qualifications and cost proposal. The contract includes general cleaning services for City Hall, Sr. Center, IH Park and Scotts Creek Wastewater Treatment Plant office and on-call after-hours cleaning at IH Clubhouse. Additionally, pricing for optional services, carpet shampooing and floor stripping/ refinishing, were included.

RESOLUTION R-109-2023

APPROVING AN AGREEMENT WITH HILO COMMERCIAL SERVICES, LLC FOR
JANITORIAL SERVICES

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to contract janitorial services for its facilities; and,

WHEREAS, a Request for Proposals was issued in July 2023 from which eleven (11) proposals were received; and,

WHEREAS, HiLo Commercial Services was selected by the selection committee based on their qualifications and cost proposal; and,

WHEREAS, the contract term is two (2) years beginning September 1, 2023; and,

WHEREAS, funding for this service is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute and the City Recorder attest an agreement with HiLo Commercial Services, LLC in an amount not to exceed ninety-two thousand dollars (\$92,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

CONTRACT FOR JANITORIAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into by and between the City of Lakeland, a Municipal Corporation, 10001 U.S. Highway 70, Lakeland, Tennessee, hereinafter referred to as the "Owner," and HiLo Commercial Services, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner desires utilize a contractor for janitorial services and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the services to Owner as required by this Contract; and,

WHEREAS, the Owner desires to retain the Contractor to such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor shall perform janitorial services as described below at Lakeland City Hall, Lakeland Senior Center, International Harvester Clubhouse, and Scotts Creek Wastewater Treatment Plant Office. Services shall include:

A. Floor Care

1. Sweeping /Dust Mop: Uncarpeted floors and walk-off mats shall be swept or dust mopped. All loose dirt, streaks, and smears shall be removed. This task shall be performed twice per week.
2. Damp Mop: Floors and baseboards shall be damp mopped, kept free of dust, dirt, streaks, smears, stains, detergent films, and standing water. Moisture on the underside of the mats shall be removed. This task shall be performed twice per week.
3. Vacuum: All floors and rugs shall be vacuumed free of all loose soil, debris, lint, dust, dirt, and ashes. This task shall be performed once per week.
4. Shampooing Walk-Off Mats: Walk-off mats shall be shampooed free of streaks, stains and spots and shall have a bright uniform color. Mats shall be dry prior to 7:00 am the next working day. This task shall be performed monthly.
5. Stripping/Refinishing Floor: Floors shall be stripped prior to refinishing to remove all finish compounds and imbedded dirt. This task shall be performed on an as-needed basis.

B. Restrooms

1. Restroom fixtures: All water closets, toilets, urinals, lavatories, and sinks shall be disinfected and shall be free of stains and odors. Partitions and dividers shall be

- washed with a disinfectant and be free of dirt, stains, streaks, and graffiti. This task shall be performed twice per week.
2. Restroom Surfaces: All wall surfaces, including glass, shall be cleaned free of dirt, stains, streaks, and graffiti. Mirrors shall be cleaned and polished. Restroom walls shall be cleaned free of film, streaks, and stains. All metal fixtures and hardware should be clean and bright. This task shall be performed twice per week.
 3. Paper Service: All toilet paper and paper towel dispensers shall be filled at room servicing. An adequate supply of paper shall be left in the room when the supply in the dispensers is low, but not low enough to change. Paper dispensers shall be refilled when there is less than 1"(inch), visible. This task shall be performed twice per week.
 4. Soap Dispenser Service: All soap dispensers shall be filled at each room servicing. This task shall be performed twice per week.

C. Office and General Cleaning

1. Trash Service: Trash and recycle bins shall be emptied in all offices and common areas. Trash and recycle materials shall remain separate and disposed of in appropriate containers. This task shall be performed twice per week.
5. Paper Service: All paper towel dispensers shall be filled at room servicing. An adequate supply of paper shall be left in the room when the supply in the dispensers is low, but not low enough to change. Paper dispensers shall be refilled when there is less than 1"(inch), visible. This task shall be performed twice per week.
6. Soap Dispenser Service: All soap dispensers shall be filled at each room servicing. This task shall be performed twice per week.
2. Water Fountains: Drinking fountains shall be cleaned and disinfected. All surfaces are to be free of stains, smudges, scale, excrement, trash, debris, and foreign material. This task shall be performed twice per week.
3. Glass Cleaning: The surface of all glass shall be cleaned including windows (interior glass only), doors (interior and exterior glass), display cases and fixed glass panes. All glass surfaces shall be free of dirt, streaks, and film. Glass shall be wiped dry. This task shall be performed twice per week.
4. Dusting: All furniture, chairs, equipment, baseboards, horizontal ledges and sills, hand railings, vents, fire apparatus, can lights, corners, and doors shall be dusted, with the exception of furniture with working paper on top. Miscellaneous hardware and bright metal work shall be cleaned. Computer monitors shall only be cleaned with an approved product for screens. This task shall be performed once per week.
5. Walls and Partitions: Walls and partitions shall be kept free of dust, streaks, lint, markings, graffiti, and cobwebs. After mopping floors, ensure walls and partitions are free of unsightly stains. This task shall be performed bi-weekly.
6. HVAC Vents: All supply and return vents are to be cleaned in place. The cleaning solution shall be non-corrosive liquid-approved by the Contracts Administrator prior to any cleaning of vents. This task shall be performed quarterly.
7. Clean Blinds: Blinds shall be wiped in place to remove all surface dust and dirt. This task shall be performed quarterly.

D. After Hours

1. After Hours Service: Service shall include the following tasks as described in Section II Scope of Services: Sweeping/Dust Mop, Damp Mop, Restroom Fixtures, Restroom Surfaces, Paper Service, Soap Dispenser Service, Trash Service, Water Fountains, and Glass Cleaning. Photos of the condition of the facility shall be taken prior to janitorial services being performed. After-hours service, when needed, will be Saturday/Sunday from 5am-7am. The City will provide a minimum of three (3) weeks' notice prior to the scheduled service. This task shall be performed on an as needed basis.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be performed for a period of two (3) years beginning on September 1, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with the Cost Proposal, not to exceed a lump sum fee of Ninety-Two Thousand Dollars (\$92,000.00).

4. METHOD OF PAYMENT:

Payment will be paid following receipt of an itemized invoice of services rendered in conformance with the Contract, from the Contractor. Contractor shall submit an invoice for payment from the Contractor specifying that he has performed the services rendered under this Contract, in conformance with the Contract, and that he is entitled to receive the amount requested under the terms of the Contract:

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS.

6. EXTENT OF AGREEMENT:

The Contract represents the entire and integrated Contract between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date below.

DATED THIS _____ day of _____, 2023.

APPROVED AS TO FORM:

CONTRACTOR:

HiLo Commercial Services, LLC
8755 Chaffee Road, Suite 101
Arlington, TN 38002

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, WYOMING
A Municipal Corporation

Debra Murrell
City Recorder

Michael Walker
City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Contractor may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Contractor of intent to terminate said Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Contractor or any breach of the Contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Owner from the Contractor are determined.

2. CHANGES:

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Owner and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation, as set forth above, unless approved by Resolution adopted by Owner.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.

4. AUDIT:

The Owner or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor's which are directly pertinent to the specific contracted Project for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure that applicants for employment are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland. All of the services required hereunder shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

The Contractor shall not employ any Subcontractor to perform any services in the scope of this Project, unless said Subcontractor is approved in writing by the Owner. Said Subcontractor shall be paid by the Contractor.

11. INSURANCE:

Prior to commencement of work, Contractor shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Contractor and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this contract.

LIMITS

A.	Worker's Compensation	Statutory
----	-----------------------	-----------

B.	Comprehensive General Liability	\$500,000
		Per occurrence
	Premises/Operations	
	Products/Completed Operations	
	Contractual Liability	

Contractor shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Contractor shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

Contractor agrees to forever indemnify the City and hold it harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Contractor.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Contractor shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Contractor also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Contractor agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

13. GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Claims Act, Tennessee Statute Sections 29-20-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Tennessee Governmental Claims Act.



Introduction

HiLo Commercial Services, LLC.

8755 Chaffee Rd. Suite 101

Arlington, TN. 38002

Phone: (901)654-3875

www.hilocommercial.com

Fax: (901)284-0916

Owners: Marcus Guthery, CEO

Matt Dabney, COO

HiLo Commercial Services encloses within this package a proposal that aligns with the requirements set forth in the RFP. HiLo thoroughly recognizes the RFP process and requirements listed by the City of Lakeland. We adhere to the proposed tasks, and we are committed to providing the services listed in a manner that exceeds the RFP's requisites. HiLo is well equipped with the staff, supplies, and diligence suitable to implement the services proposed. Within this proposal packet, you will find a Relevant Experience/ Qualifications Page, Cost Proposal, Complete Janitorial Proposal, and Sample of our Certificate of Insurance.

HiLo's central office is located in Arlington, TN; however, we provide janitorial services for multiple facilities all over the Mid-South region. HiLo began operations in 2018 and has now grown to acquire over 50 clients. HiLo operates with 50+ employees to ensure cleanliness over multiple commercial buildings.

HiLo looks forward to the possibility of working with the City of Lakeland to provide exceptional janitorial services for their facilities. We certainly appreciate the opportunity!

Thank you,

Primary Contact: D'Airia Cowans

Sales Executive

dcowans@hilocommercial.com



Commercial Services, LLC

8755 Chaffee Rd. Suite 101 Arlington, TN. 38002
901-654-3875 / Fax 901-284-0916

MAINTENANCE AGREEMENT

CUSTOMER: City of Lakeland

FACILITIES: Lakeland City Hall, Lakeland Senior Center, International Harvester Clubhouse,
Scotts Creek Wastewater Treatment Plant Office

DATE: July 19, 2023

SPECIFIED SERVICES:

Office Areas/ Conference Rooms

Dust / Wipe down all horizontal surfaces
Wipe walls / doors to remove dirt / hand prints
Empty trash and deposit in designated area
Reline cans with new liners
Clean and Disinfect inside / outside of trash cans
Clean desks and work surfaces
Dust and Clean all wall hangings
Clean door and glass around entrance
Dust high areas up to 8 feet, monthly
Clean baseboards weekly
Clean windows to remove dirt, handprints, etc.
Sweep and Mop floors
Wipe down tables and chairs
Clean and sanitize sinks and dispensers
Refill all dispensers

Hilo

Commercial Services, LLC

8755 Chaffee Rd. Suite 101 Arlington, TN. 38002
901-654-3875 / Fax 901-284-0916

Rest Rooms

Wipe down all surfaces
Toilets and urinals – Disinfectant and clean thoroughly
Clean light fixtures
Polish bright work and metal dispensers
Clean mirrors
Clean sinks and counters
Sweep and Mop floors with disinfectant
Clean / Disinfect interior and exterior of trash cans
Clean and Fill toilet tissue, paper towel, and soap dispensers
Clean grout in restrooms and showers with grout cleaner
Clean baseboards weekly
Clean all stall partitions once weekly and spot cleaned nightly
Dust all low ledges, sills, and rails
Clean sanitary napkin receptacles, remove waste, and disinfect each
Wipe down all tile walls

Break Rooms

Wipe down counters and appliances
Wipe down tables and sinks
Empty trash cans and reline with new liners
Sweep Floors
Clean all appliances
Remove handprints and other marks from walls
Polish bright work
Wipe down cabinets
Mop Floors
Clean baseboards weekly
Wipe down exterior of ice machine
Refill paper towels
Refill coffee, creamer, sugar, and cups

Carpets

HiLo

Commercial Services, LLC

8755 Chaffee Rd. Suite 101 Arlington, TN. 38002
901-654-3875 / Fax 901-284-0916

Depending upon the grade, we clean carpets utilizing both the dry-foam and extraction methods. We provide carpet care for you on a mutually determined, as needed basis and will be performed for a cost of \$.27 per sq. ft. (Minimum 1500 sq. ft.)

Floor Refinishing

We will furnish top quality products and service for your floor care. These services are provided for you on a mutually determined, **as needed** basis and are performed for a cost of \$.38 per sq. ft. (Minimum 1000 sq. ft.)

Process:

- Strip all existing coating from floor
- Rinse well to remove any residue
- Apply two coats of sealer
- Apply four coats of slip-resistance, high-gloss wax

*Customer will be provided with a 24 hour emergency phone # for ongoing customer service.

*Weekly quality control visits will be provided to ensure customer satisfaction.

*All janitorial supplies/chemicals are included and provided by HiLo.

*Paper products will be available at market cost.



Commercial Services, LLC

8755 Chaffee Rd. Suite 101 Arlington, TN. 38002
901-654-3875 / Fax 901-284-0916

Pricing

HiLo proposes to provide the above services for the following facilities for the specified monthly rate of:
\$2,995.00

**Lakeland City Hall
Lakeland Senior Center
International Harvester Clubhouse
Scotts Creek Wastewater Treatment Plant Office**

HiLo will supply cleaning on Saturday for a one-time additional charge of \$500.00 on an as-needed basis.

HiLo can provide additional emergency cleaning services with as little as a 24-hour notice. We have cleaners on standby allowing us to quickly provide cleaners on request.

****HiLo will supply one complimentary strip and wax service per year for the Multipurpose room at the International Harvester Clubhouse.****

Please visit our website @ www.hilocommercial.com

If at any time you consider the quality of our services unacceptable and after given the opportunity we are unable to correct this problem to your satisfaction; you may terminate our services with a 30-day cancellation notice.

If your account is turned over to a collection agency and/or attorney to enforce this agreement (whether or



Commercial Services, LLC

8755 Chaffee Rd. Suite 101 Arlington, TN. 38002
901-654-3875 / Fax 901-284-0916

not suit is filed), you hereby agree to pay on demand all collection fees and expenses, litigation expenses, court cost, and reasonable attorney fees relating to such enforcement, in addition to all other amounts owed by you under this agreement.

HiLo Sales Representative

Client

Date

Date

**COST PROPOSAL
JANITORIAL SERVICES**

Company Name: Hilo Commercial Services

Address: 8755 Chaffee Rd. Suite 101 Arlington, TN. 38002

Primary Contact: Daina Cowans

Phone: (901) 569-4506 Email: dcowans@hilocommercial.com

LOCATION #1

LAKELAND CITY HALL
10001 HIGHWAY 70

TYPE OF SERVICE	COST
Twice Weekly	
Floor Services: Sweeping/Dust Mop Damp Mop Restroom Services: Restroom Fixtures Restroom Surfaces Paper Service Soap Dispenser Service General Office Services: Trash Service Paper Service Soap Service Water Fountains Glass Cleaning	\$ 103. ⁶⁷ /WEEK
Weekly	
General Office Services: Vacuum Dusting	\$ 103. ⁶⁷ /WEEK
Bi-Weekly	
General Office Services: Walls and Partitions	\$ 449. ²⁵ /MONTH
Monthly	
General Office Services: Shampoo Mats	\$ 445. ²⁵ /MONTH
Quarterly	
General Office Services: HVAC Vents Clean Blinds	\$ 1,347. ⁷⁵ /QUARTER

LOCATION #2

INTERNATIONAL HARVESTER CLUBHOUSE
4523 CANADA ROAD

TYPE OF SERVICE	COST
Twice Weekly	
Floor Services: Sweeping/Dust Mop Damp Mop Restroom Services: Restroom Fixtures Restroom Surfaces Paper Service Soap Dispenser Service General Office Services: Trash Service Paper Service Soap Service Water Fountains Glass Cleaning	\$ 20.13 /WEEK
Weekly	
General Office Services: Vacuum Dusting	\$ 20.13 /WEEK
Bi-Weekly	
General Office Services: Walls and Partitions	\$ 89.85 /MONTH
Monthly	
General Office Services: Shampoo Mats	\$ 89.85 /MONTH
Quarterly	
General Office Services: HVAC Vents	\$ 269.55 /QUARTER
As Needed	
After Hours Service	\$ 500.00 /SERVICE
Stripping/Refinishing Floor (main room only)	\$ 1,000.00 /SERVICE

↳ After Free
strip & wax once
per year

LOCATION #3
SENIOR CENTER
4527 CANADA ROAD

TYPE OF SERVICE	COST
Twice Weekly	
Floor Services: Sweeping/Dust Mop Damp Mop Restroom Services: Restroom Fixtures Restroom Surfaces Paper Service Soap Dispenser Service General Office Services: Trash Service Paper Service Soap Service Water Fountains Glass Cleaning	\$ 20.73 /WEEK
Weekly	
General Office Services: Vacuum Dusting	\$ 20.73 /WEEK
Bi-Weekly	
General Office Services: Walls and Partitions	\$ 89.85 /MONTH
Monthly	
General Office Services: Shampoo Mats	\$ 89.85 /MONTH
Quarterly	
General Office Services: HVAC Vents Clean Blinds	\$ 269.55 /QUARTER

LOCATION #4

SCOTTS CREEK WWTP OFFICE
9708 OLD BROWNSVILLE ROAD

TYPE OF SERVICE	COST
Twice Weekly	
Floor Services: Sweeping/Dust Mop Damp Mop Restroom Services: Restroom Fixtures Restroom Surfaces Paper Service Soap Dispenser Service General Office Services: Trash Service Paper Service Soap Service Water Fountains Glass Cleaning	\$13.82 /WEEK
Weekly	
General Office Services: Vacuum Dusting	\$13.82 /WEEK
Bi-Weekly	
General Office Services: Walls and Partitions	\$59.90 /MONTH
Monthly	
Shampoo Mats	\$59.90 /MONTH
Quarterly	
General Office Services: HVAC Vents	\$179.70 /QUARTER

HiLo

Commercial Services, LLC

HiLo

Commercial Services, LLC

Memphis

Home Office
8755 Chaffee Rd. Suite 101
Arlington, TN 38002
Office: 901.654.3875

Offices

Specialty
Cleaning

Schools

Green
Cleaning

Medical

Churches

www.hilocommercial.com



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- Carpet cleaning
- Dry and wet mopping
- Dusting - all heights
- Floor stripping
- High pressure steam cleaning
- Glass partition / window cleaning
- Light fixture cleaning - all heights
- Warehouse cleaning - all heights
- Vacuuming
- Sweeping - inside and outside
- Trash collection
- Sanitation / Sanitizing
- Full line of janitorial supplies
- Post project cleaning
- Emergency one time cleaning
- Restroom cleaning / sanitizing
- Production area cleaning
- Landscaping / lawn mowing



Our fully insured cleaning professionals will provide thorough cleaning of all areas. The range of services that we provide is extensive and very flexible so it can be customized to meet your facility's needs. From general office cleaning to specialized cleaning, HiLo Commercial Services will handle all of your property's requirements – making it safe, clean, and appealing.

- Weekly Quality Control Visits
- Safety Oriented
- Excellent References
- Competitive Pricing
- Free Estimates



You can count on HiLo Commercial Services to help make your properties move-in ready with our post construction dirt, dust, and debris removal. We offer rough, final, and touch up construction cleaning services to newly built warehouses, commercial office multi-family, and retail buildings.

- Trash, Debris, and Dust Removal
- Removal of any Blood Born Pathogen
- Safety Approvals
- Final Touch Ups
- Additional Construction
- Commercial, Office, and Retail Construction
- OSHA Compliance
- Hazard Communications
- Demolition
- Water Damage Restoration
- Painting
- Drywall
- Warehouse Racking Removal & Setup
- Office Furniture Moving & Storage
- Event & Corporate Meeting Setup



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - approving fleet repairs by TAG Truck Center of Memphis.

Staff Contact: Matthew Brown, Interim Public Works Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-103-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the Solid Waste Fund.

DISCUSSION

The fleet repairs from TAG Truck Center of Memphis have been ordered as approved by the City Manager under the emergency expenditure authorization in the City's financial policy manual. These repairs are required for the truck to become operational for bulk and household waste pick-ups. The timing of the ordering of the related parts and the subsequent repair work would cause an unacceptable delay in services without such approval, thereby constituting an emergency repair situation. Repairs include new fuel gear pump, turbocharger, header, and various fluids.

RESOLUTION R-103-2023

APPROVING FLEET REPAIRS BY TAG TRUCK CENTER OF MEMPHIS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to enter into an agreement with TAG Truck Center of Memphis for repairs to City fleet unit #26; and,

WHEREAS, the City of Lakeland's Financial Policies Manual allows for emergency expenditures with approval of the City Manager; and,

WHEREAS, the City of Lakeland's Annual Budget Ordinance O-10-2022, Section 7, allows for a designee of the City Manager to make appropriation transfers within the same fund to be subsequently reported to the Board of Commissioners with the monthly Treasurer's Report; and,

WHEREAS, the City Manager has caused appropriation transfers in the Solid Waste Fund and authorized the emergency purchase of maintenance repairs to City fleet unit #26, the sole available source:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the procurement of fleet repairs in the amount of eighteen thousand eight hundred nine dollars and seventy-seven cents (\$18,809.77) from TAG Truck Center of Memphis is hereby subsequently authorized and approved.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



ABILENE, TX	ALBUQUERQUE, NM	BRYAN, TX	CALVERT CITY, KY
EL DORADO, AR	FARMINGTON, MO	FARMINGTON, NM	JACKSON, MO
JACKSON, TN	JONESBORO, AR	MEMPHIS, TN	PARIS, TX
POPLAR BLUFF, MO	SAN ANGELO, TX	SHREVEPORT, LA	SIKESTON, MO
SPRINGFIELD, MO	TEMPLE, TX	TEXARKANA, TX	TYLER, TX
TUPELO, MS	WACO, TX	WICHITA FALLS, TX	

SERVICE ESTIMATE

E600101353

TAG Truck Center of Memphis
4450 AMERICAN WAY MEMPHIS, TN 38118
P: (901) 345-5633 Dealer Code: AXHD

Bill-To Customer: CASH-600

Owner: CASH-600

CITY OF LAKELAND
MEMPHIS TN 38116

CITY OF LAKELAND
MEMPHIS TN 38116

Customer Phone: (901) 870-5599

DATE ARRIVED		SALES TYPE	TERMS	ID	ADVISOR	CUSTOMER PO	DATE INVOICE	
7/26/2023 1:25PM		SCC	COD	JHJM5635	Kyle Chunn			
YEAR	MAKE	MODEL	VIN		CUSTOMER UNIT #	IN SERVICE	ODOM IN	ODOM OUT
2018	FTL	M2106	1FVACXFE0JHJM5635		26	08/17/2017	68,386	68,386

Estimate Operations

JOB #1 EA **EXPRESS ASSESSMENT** **SERVICE - IBS**
COMPLAINT **C/A - WILL NOT START**
CAUSE

ESTIMATE

SERVICE ESTIMATE: E600101353
REFERENCE: R600187055
TAG Truck Center of Memphis

4450 AMERICAN WAY

MEMPHIS, TN 38118

Estimate Operations (Cont.)
CORRECTION

WENT OUT TO UNIT AND CONNECTED TO INSITE FINDING MULTIPLE ACTIVE CODES FOR INTAKE MANIFOLD PRESSURE, CRANKCASE PRESSURE, DPF PRESSURE AND DEF HEADER FAULTS. POSSIBLE TURBO AND DEF HEADER ISSUE. WILL NEED TO BE TOWED INTO MAIN SHOP FOR FURTHER TROUBLESHOOTING. WENT OUT TO UNIT AND CHECKED FOR NO START COMPLAINT. UNIT HAS SEVERAL CODES ACTIVE IN ECM. STARTED TROUBLESHOOTING FAULT CODE 4691. CHECKED AND FOUND GEAR PUMP LEAKING FUEL AT WEEP HOLE. CHECKED LIFT PUMP PRESSURE AND FOUND NO PRESSURE FROM THE LIFT PUMP. ALSO TRIED TO USE HAND PRIMER AND IT DID NOT WORK. HOOKED UP ESOC MACHINE AND RAN POWER TO UNIT. WAS ABLE TO GET UNIT STARTED AND RUNNING OFF OF THE ESOC. WILL HAVE TO REPLACE FUEL GEAR PUMP, FUEL TRANSFER PUMP AND FUEL FILTER ASSEMBLY. ALSO FOUND FAULT CODES 1974, 555, 556 AND 1942 ARE ALL PRESENT IN THE ECM. CHECKED AND FOUND CRANKCASE PRESSURE IS GOING UP TO 24 IN/HG AT IDLE. REMOVED OIL CAP AND CHECKED AND PRESSURE FEELS NORMAL FROM THE CAP. NEED TO REPLACE THE CRANKCASE FILTER (SEE PM STEP OF ESTIMATE). FAULT CODES 3868, 4677 AND 4572 ARE ALL ACTIVE. TROUBLESHOT AND FOUND WILL NEED TO REPLACE THE DEF HEADER. FAULT CODE 3389 AND 3361 ARE BOTH ACTIVE. TROUBLESHOT INTAKE AND FOUND DIFF PRESSURE PORTS ARE PLUGGED AND INTAKE WILL NEED TO BE CLEANED. EGR COOLER IS PLUGGED AND WILL NEED REPLACED. FOUND OIL IN THE CAC PIPING TO THE ENGINE. CHECKED BOTH SIDES AND WILL NEED TO REPLACE THE TURBO DUE TO OIL CARRY OVER. UNIT ALSO HAS FAULT CODE 1921 FOR DPF RESTRICTION. WILL NEED TO REMOVE AND CLEAN DPF AND DOC AND REGEN UNIT. CHECKED AND UNIT NEEDS A PM TO REPLACE THE CRANKCASE FILTER, AIR FILTER AND ALL OTHER PARTS FOR THE PM. ALSO NEED TO REPLACE THE AIR DRYER CARTRIDGE FILTER AS IT APPEARS TO HAVE NOT BEEN REPLACED FOR SOME TIME.

THIS STEP OF ESTIMATE FOR NO START ISSUE, INCLUDING TROUBLESHOOTING, IS TO REPLACE FUEL GEAR PUMP, FUEL LIFT PUMP AND FUEL FILTERS, CLEAR FAULT CODES, START AND RUN UNIT AND RECHECK FOR ANY OTHER RELATED ISSUES.

SEE SEPARATE ESTIMATE STEPS FOR THE OTHER ISSUES FOUND.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	SOFTW	Technology Charge		65.00
	LABOR			2,150.00
1	600C/2872545RX	PUMP,FUEL	624.06	624.06
-1	600C/2872545RX-CORE	PUMP,FUEL	82.50	-82.50
1	600C/2897330	GASKET,FUEL PUMP	17.10	17.10
2	600C/3955114	ISOLATOR,VIBRATION	13.12	26.24
6	600C/3963990	WASHER,SEALING	4.41	26.46
2	600C/3963991	WASHER,SEALING	7.36	14.72
1	600C/5260632	PUMP,FUEL TRANSFER	394.26	394.26
1	600F/03-40538-006	FUEL WATER SEP-DETROIT,WIF,PUM	586.84	586.84
3	600V/PIC 4620	BRAKE CLEAN	3.02	9.06
10	600X/AMS 7893714	SKINNY ZIP TIE 3/16 X 15 1/2	0.30	3.00

SERVICE ESTIMATE: E600101353
REFERENCE: R600187055
TAG Truck Center of Memphis

4450 AMERICAN WAY

MEMPHIS, TN 38118

Estimate Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	600C/2872545RX-CORE	PUMP,FUEL	82.50	82.50
1	FRT	FREIGHT	125.00	125.00
	C	***PARTS WILL NEED ORDERED FROM CUMMINS***		
	C	***03-40538-006 WILL NEED ORDERED CRITICAL***		

Parts: \$1,701.74 Labor: \$2,150.00 Misc: \$190.00 Sublet: \$0.00 \$4,041.74

JOB #2 MISC
MISC LABOR
SERVICE - IBS

COMPLAINT

** HOOD LATCH NEEDS TO BE REPLACED - DAMAGED

CAUSE

CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR			215.00

ESTIMATE

Parts: \$0.00 Labor: \$215.00 Misc: \$0.00 Sublet: \$0.00 \$215.00

JOB #3 MISC
MISC LABOR
SERVICE - IBS

COMPLAINT

DURING INSPECTION FOUND TURBO IS BLOWING OIL, EGR COOLER IS PLUGGED, INTAKE NEEDS CLEANED, DPF NEEDS TO REMOVED AND CLEANED

CAUSE

CORRECTION

ESTIMATE IS TO REPLACE TURBO AND EGR COOLER, DISASSEMBLE AND CLEAN INTAKE, REMOVE AND CLEAN DPF AND DOC, REINSTALL ALL AND PERFORM PARKED REGEN TO VERIFY REPAIRS.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR			3,440.00
1	600C/3798351RX	KIT,ICP TURBOCHARGER	5,309.59	5,309.59
2	600C/4932615	GASKET,CONNECTION	4.64	9.28
1	600C/4937032	GASKET,CONNECTION	15.84	15.84
1	600C/5253019	GASKET,EXH GAS RCN VALVE	15.37	15.37
4	600C/5263462	NUT	4.57	18.28
4	600C/5286984	STUD	12.30	49.20
3	600C/5417860	GASKET,AFM DEVICE	55.26	165.78
1	600C/5566887	KIT,EXH RCN COOLER	1,691.24	1,691.24
2	600V/PIC 4620	BRAKE CLEAN	3.02	6.04
10	600X/AMS 7893714	SKINNY ZIP TIE 3/16 X 15 1/2	0.30	3.00
1	600C/3798351RX-CORE	KIT,ICP TURBOCHARGER	750.00	750.00
1	FRT	FREIGHT	95.00	95.00

Parts: \$8,033.62 Labor: \$3,440.00 Misc: \$95.00 Sublet: \$0.00 \$11,568.62

SERVICE ESTIMATE: E600101353

REFERENCE: R600187055

TAG Truck Center of Memphis
4450 AMERICAN WAY
MEMPHIS, TN 38118

Estimate Operations (Cont.)

JOB #4 MISC MISC LABOR SERVICE - IBS

COMPLAINT UNIT HAS FAULT CODES FOR DEF HEADER
CAUSE
CORRECTION TROUBLESHOT AND FOUND DEF HEADER HAS FAILED AND NEEDS REPLACED. ESTIMATE IS TO REPLACE DEF HEADER, CLEAR FAULTS, OPERATED UNIT AND RECHECK FOR ANY OTHER RELATED ISSUES.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR			860.00
1	600F/04-31354-004	HEADER-SSI,CONC,6 BOLT,CMNS	843.89	843.89
2	600X/PHD10027	PURUS DEF 2-2.5 GAL CASE	11.24	22.48
	C	1 CASE HAS 2 SEPERATE JUGS!		
	C	SOLD INDIVIDUALLY BY JUGS-NOT CASE!		
	C	***SHOW PARTS IN STOCK***		

Parts: \$866.37 Labor: \$860.00 Misc: \$0.00 Sublet: \$0.00 \$1,726.37

JOB #5 MISC MISC LABOR SERVICE - IBS

COMPLAINT UNIT NEEDS AIR DRYER FILTER CARTRIDGE REPLACED
CAUSE
CORRECTION ESTIMATE IS TO REPLACE AIR DRYER FILTER CARTRIDGE

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR			100.00
1	600V/WAB 432 420 923 2	CARTRIDGE-AIR DRYER,STANDARD	73.12	73.12
	C	***SHOW PART IN STOCK***		

Parts: \$73.12 Labor: \$100.00 Misc: \$0.00 Sublet: \$0.00 \$173.12

SERVICE ESTIMATE: E600101353
REFERENCE: R600187055
TAG Truck Center of Memphis

4450 AMERICAN WAY

MEMPHIS, TN 38118

Estimate Operations (Cont.)
JOB #6 MISC
MISC LABOR
SERVICE - IBS
COMPLAINT

UNIT NEEDS COMPLETE PM INCLUDING ENGINE AIR FILTER AND CRANKCASE FILTER REPLACED

CAUSE
CORRECTION

ESTIMATE IS TO PERFORM FULL PM INCLUDING ENGINE AIR FILTER AND CRANKCASE FILTER

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR			300.00
1	600V/DN P607955	FILTER, PRIMARY ENGINE AIR	100.45	100.45
1	600V/FG CV50628	CRANKCASE VENTILATION KIT	130.92	130.92
1	600V/FG FF63054NN	FUEL FILTER	64.95	64.95
1	600V/FG LF9009	PACKAGE, LUBRICATION FILTER	58.19	58.19
4	600V/MBL 98AE40	GREASE XHP 222 400LBS	4.75	19.00
2	600V/OWI 23519397	CLNT LIFE 100%	16.18	32.36
1	600V/RAI R61709	ELEMENT-FUEL FILTER,7MIC	49.65	49.65
5	600X/BULK CITGO 15W40 AM	CITGO 700 15W40 SYN BLEND BULK	15.88	79.40
	C	***SHOW PARTS IN STOCK***		

Parts: \$534.92 Labor: \$300.00 Misc: \$0.00 Sublet: \$0.00 \$834.92

Estimate Operations Totals
Parts: \$11,209.77 Labor: \$7,065.00 Misc: \$285.00 Sublet: \$0.00 \$18,559.77

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TERMS AND CONDITIONS OF SALE AND DISCLAIMER OF WARRANTIES

- Disclaimer for Labor.** Seller disclaims all warranties, either express or implied, for labor performed in the repair of Owner's vehicle; however, notwithstanding the foregoing, Seller shall warranty its labor for a period of ninety (90) days next following the date of such repair.
- Disclaimer for Parts.** Any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.
- Parts Return Policy.** Special order electrical parts require a deposit and are not returnable. All returnable parts are subject to the manufacturer's warranty and a fifteen percent (15%) restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. We hereby certify that all parts were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the administrator of wage and hour division issued under section 14 thereof.
- Terms.** Strictly cash unless arrangements made. Open account terms: Net 10th prox. All invoices remaining unpaid 30 days from the date of statement they appear on are subject to late charge of 1-1/2% per month.
- Mechanic's Lien Notice.** Failure to pay invoice places any vehicles worked on subject to repossession under §9.609, Texas Business and Commerce Code.

GRAND TOTALS BELOW

	ESTIMATED	BILLED
LABOR	\$7,065.00	
PARTS	\$11,209.77	
MISC	\$285.00	
SUBLET	\$0.00	
SUBTOTAL	\$18,559.77	

SHOP SUPPLIES \$250.00
MISC SUPPLIES \$0.00
TAX \$0.00
TOTAL \$18,809.77
ESTIMATE ONLY - Expires 8/25/2023

AUTHORIZED BY: _____ DATE: _____

PRINT: _____ EMAIL: MBROWN@LAKELANDTN.ORG

JE: 9275986

CASH SALE



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - amending Resolution R-95-2023 approving a Retainage Escrow Agreement between the City of Lakeland, Eutaw Construction Company, Inc. and Pinnacle Bank for the Clear Creek Interceptor project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-110-2023.

BUDGET IMPACT

There is no budgetary impact from this resolution.

DISCUSSION

Eutaw Construction Company is under contract to construct the Clear Creek Interceptor project. The City withholds a retainage of 5% on each pay application. Per TCA 66-34-104 all retainage held throughout the contract shall be deposited into an interest-bearing escrow account. The account will be owned by the Contractor, however these funds will not be available to the Contractor until the City releases the funds at the completion of the project.

Resolution R-95-2023 authorized the account to be established through Trustmark Bank, however the City was unable to accept changes to the agreement proposed by Trustmark Bank. The Contractor proposes to establish the account with Pinnacle Bank. Pinnacle Bank is not currently listed as an approved financial institution for the City of Lakeland, however this resolution will allow the City to engage with Pinnacle Bank for this specific project.

RESOLUTION R-110-2023

AMENDING RESOLUTION R-95-2023 APPROVING A RETAINAGE ESCROW
AGREEMENT BETWEEN THE CITY OF LAKELAND, EUTAW CONSTRUCTION
COMPANY, INC. AND PINNACLE BANK FOR THE CLEAR CREEK INTERCEPTOR
PROJECT

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) has contracted with Eutaw Construction Company for the construction of the Clear Creek Interceptor; and,
- WHEREAS,** TCA 66-34-104 requires the City to deposit all retainage held on the project in an interest bearing account; and,
- WHEREAS,** the Contractor will not have access to the funds in the escrow account until the City signs a release at the completion of the project; and,
- WHEREAS,** Resolution R-95-2023 authorized Trustmark as the financial institution to hold the escrow account, however the City was unable to accept changes to the agreement proposed by Trustmark; and,
- WHEREAS,** the City and Contractor have successfully negotiated a contract with Pinnacle Bank for the escrow account; and,
- WHEREAS,** Pinnacle Bank is not listed as an authorized financial institution for the City, however, through this resolution the City is authorized to engage with Pinnacle Bank for the escrow account related to the Clear Creek Interceptor:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to execute, and the City Recorder attest a Retainage Escrow Agreement between the City of Lakeland, Eutaw Construction Company, Inc. and Pinnacle Bank for the Clear Creek Interceptor project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

RETAINAGE ESCROW
AGREEMENT

THIS RETAINAGE ESCROW AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, _____ by and among **CITY OF LAKE LAND, TENNESSEE** ("Owner"), and **EUTAW CONSTRUCTION COMPANY, INC.** ("Construction Contractor"), and **PINNACLE BANK**, ("Escrow Agent"), a Tennessee state-chartered bank, with offices located at 150 3rd Ave. S., Ste. 900, Nashville, TN 37201

WITNESSETH:

WHEREAS, the Owner and Construction Contractor have heretofore entered into a construction contract dated the 4th day of May, 2023, (the "Contract") whereby the Construction Contractor will make improvements to certain real property of the Owner pursuant to a certain project known as Clear Creek Interceptor Sanitary Sewer Phase A ("the Project") with such Contract providing that the Owner is to retain a percentage of all trade contractor payment requests made by the Construction Contractor (the "retainage") all as more specifically set forth in such Contract to which specific reference is hereby made;

WHEREAS, T.C.A. § 66-34-104 requires that the retainage be placed in a separate, interest bearing escrow account and that the funds therein shall be, at the time of deposit, the sole and separate property of the trade contractor from whom the retainage is owed;

WHEREAS, Escrow Agent has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release by the Owner.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promised hereinafter set forth, the parties hereto agree as follows:

(1) Construction Contractor agrees to establish a separate interest-bearing escrow account with the Escrow Agent and the Owner further agrees to pay all retainage held pursuant to the Contract to the Escrow Agent for deposit in the escrow account.

(2) Said interest-bearing escrow account shall be owned by Construction Contractor and the trade contractors, to whom the retainage is owed.

(3) Upon the satisfactory completion of the Project, or a portion thereof, as evidenced by a written Release, substantially in the form attached hereto as Exhibit A, executed by the Owner and provided to the Escrow Agent, all, or a portion of, the retainage together with interest earned thereon, shall be paid to the Construction Contractor for

payment to the trade contractors from whom the retainage was withheld.

(4) Should a dispute arise as between the Owner and Construction Contractor such that the Owner fails to execute and deliver a Release to the Escrow Agent, the Escrow Agent agrees to hold the money and pay the retainage to neither the Owner nor the Construction Contractor until a final order of a court of record in Tennessee so directs the Escrow Agent to whom to pay said funds, or the Escrow Agent is presented with a written agreement between the Owner and Construction Contractor as to how much of the retained funds should be paid to whom. If the parties mutually agree in writing to close the Escrow Account and direct the Escrow Agent as to where the retainage should be sent, the Escrow Agent shall follow such instruction and be released of any further obligation under this Agreement. If litigation ensues between Owner and Construction Contractor, Escrow Agent shall tender into the registry or custody of any court of competent jurisdiction in Shelby County, Tennessee all assets or property held by Escrow Agent pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. EACH PARTY HEREBY EXPRESSLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING. Any expenses incurred by Escrow Agent, including but not limited to Escrow Agent's reasonable attorney's fees associated with any litigation, shall immediately upon the Escrow Agent's demand be reimbursed to the Escrow Agent by the Owner and Construction Contractor, each of whom shall be jointly and severally liable for the expenses. Further, Escrow Agent may resign as escrow agent at any time, whereupon Escrow Agent shall transfer the retainage funds to another financial institution selected by the Owner and Construction Contractor.

(5) If a dispute arises as provided in 4 herein, the Escrow Agent shall bear no responsibility to the Construction Contractor or any trade contractor for the nonpayment of the funds to the Construction Contractor for payment to one or more trade contractors.

(6) For an in consideration of the use of the money in the escrow account, the Escrow Agent agrees to hold said funds in an interest-bearing escrow account and to pay over the funds in said escrow account to the appropriate party according to the directions stated herein.

(7) The Escrow Agent may not assign or transfer its responsibility as

escrow agent hereunder to another escrow agent without first obtaining the written consent of the Owner and the Construction Contractor.

(8) Owner and Construction Contractor hereto agree to indemnify and hold Escrow Agent harmless from any loss, damages, or liabilities of any kind whatsoever, whether foreseen or unforeseen, whether direct or indirect arising out of or in connection with this Agreement, the retainage, the escrow account, and the funds contained therein, or the performance of the Escrow Agent's obligations hereunder, as allowed by law, except liability resulting from Escrow Agent's gross negligence or willful misconduct. Escrow Agent may rely upon the signatures on any correspondence from either or both of Owner and/or Construction Contractor as being the authentic signatures of the Owner or Construction Contractor or, if the Owner or Construction Contractor are not natural persons, of persons duly authorized to act on behalf of the Owner or Construction Contractor. This Agreement supplements, rather than replaces, Escrow Agent's deposit account agreement, terms and conditions, and other standard documentation in effect from time to time with respect to the escrow account, as these may be updated or amended by Escrow Agent from time to time in connection therewith (the "Account Documentation"). The Account Documentation will continue to apply to the escrow account and such services, and the respective rights, powers, duties, obligations, liabilities, and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Escrow Agent shall have no obligation to specifically notify any other parties hereto of any changes to the Account Documentation, including, without limitation, any changes to Escrow Agent's schedule of fees and charges, each of the parties hereto agrees shall have been deemed received to the extent such changed documentation is made available on Escrow Agent's website.

(9) Escrow Agent shall not be bound by any modification, amendment, termination, cancellation, rescission, or supersession of this Agreement unless the same shall be in writing and signed by all of the other parties hereto and hereunder are affected thereby, unless it shall have given prior written consent thereto. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by facsimile, email or other similar electronic transmission (for example, through the use of a Portable Document Format or "PDF

file) shall be valid and effective to bind the party so signing.

ATTEST:

APPROVED AS TO FORM & LEGALITY:

City Attorney

ATTEST:

BY: _____

ATTEST:

BY: _____

CITY OF LAKE LAND,
TENNESSEE:

By: _____

Michael Walker

City Manager

Contractor:

Eutaw Construction Company, Inc.

BY: _____

Bank:

Pinnacle Bank

BY: _____

EXHIBIT A
RELEASE

The undersigned, as owner of certain real property located in Lakeland, Shelby County, Tennessee which has been improved pursuant to a construction contract with **Eutaw Construction Company Inc**, (hereinafter "Contractor"), hereby notifies Pinnacle Bank that Contractor has represented to the undersigned that Contractor has either reached final completion or has substantially completed with regards to the **Clear Creek Interceptor Sanitary Sewer Phase A project**, pursuant to such contract. Based on Contractor's representations, the undersigned hereby authorizes Pinnacle Bank to release \$ _____, paid and held in escrow, pursuant to that certain Retainage Agreement between the Contractor, and Pinnacle Bank dated the ____ day of _____, _____. This RELEASE is executed for the sole purpose of releasing the amount (s) held in escrow as aforesaid and this RELEASE specifically does not, nor shall it be construed to, release, waive or otherwise affect any obligations of Contractor to comply with the construction contract or any claims, causes of action or rights which the undersigned has or may have against Contractor arising out of said contract or relating to the work performed there under.

ATTEST:

CITY OF LAKELAND,
TENNESSEE

BY: _____

BY: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Affiant makes oath that the above is true. As sworn before me, a notary public, this
__ day of _____.

Notary Public (Seal) _____

My commission Expires: _____



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with True North Geographic Technologies, LLC for Cityworks and GIS hosting services.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-111-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

As part of the City's effort to utilize cloud-based technologies, we have chosen True North Geographic Technologies, LLC to host our Cityworks and GIS platforms. This allows the City to take advantage of these applications without the hardware and staff resources and expense necessary to manage and maintain these applications on premise.

RESOLUTION R-111-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRUE
NORTH GEOGRAPHIC TECHNOLOGIES, LLC FOR CITYWORKS AND GIS
HOSTING SERVICES

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires hosting services for Cityworks and GIS systems; and,

WHEREAS, True North Geographic Technologies, LLC offers Cityworks and GIS hosting services; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement in the amount of Eighteen Thousand Dollars (\$18,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

City of Lakeland, Tennessee

Cityworks and GIS Server Hosting and Support

Prepared for:
Josh Thompson, ITS Director
City of Lakeland
10001 Hwy 70
Lakeland, TN
901.867.2717

Prepared by:
True North Geographic Technologies LLC
119 MTCS Road
Murfreesboro, TN 37129
Ph: 615-890-7728

August 3, 2023



Executive Summary

True North Geographic Technologies (True North) is pleased to provide this proposal to the City of Lakeland (Lakeland) for continued Cityworks and GIS and Server Hosting and Support. The scope of this hosting agreement includes maintaining the cloud servers running Cityworks and ArcGIS Enterprise and monthly support to maintain optimum server performance. The environment can scale to accommodate growth and will promote Esri, Cityworks and IT best-practices.

Proposal Details

The system architecture includes one GIS server and one Cityworks server. This hosting agreement includes 5 hours of technical support per month from True North for server administration. This typically includes performance tuning, routine maintenance and installing software upgrades and patches. Any unused support hours carry over to the next month. The cost for two servers with support as described is \$1,800 per month.

Professional Services and Additional Support

Professional services for Cityworks, GIS and IT support can be obtained through a Master Services Agreement (document provided separately). Professional services projects are initiated with task orders that include a defined scope of work and budget. Additional support can include assisting end-users with Esri and Cityworks software questions, updating templates, automating workflows, and creating new services, maps and applications.

Key Assumptions:

- Lakeland will maintain adequate internet bandwidth to support working with the hosted environment.
- Lakeland will maintain Cityworks and Esri license agreements.
- Lakeland staff will pursue appropriate Esri and Cityworks training (as needed) to supplement current knowledge.
- Lakeland will obtain the security certificates for the servers.
- The term of this agreement is from September 1, 2023, through June 30, 2024 (hosting and support) and can be extended as directed by Lakeland.

Agreement

The City of Lakeland accepts this proposal dated August 3, 2023, for Cityworks and GIS Server Hosting and Support in the amount of \$18,000. The hosting fee (\$4,500) will be billed quarterly. The hosting term is from September 1, 2023, through June 30, 2024.

CUSTOMER

True North Geographic Technologies LLC

Customer Name

True North Representative

Address 1

Date

Address 2

City/State/Zip

Authorized Signature

Printed Name

Date



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with True North Geographic Technologies, LLC for Cityworks and GIS general support services.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-112-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

The Cityworks AMS and PLL applications require ongoing support for services including, but not limited to, general consulting, enhancing, refining, or expanding current workflows, GIS Portal support, and GIS and IT Support for solution development, customization, and integration.

RESOLUTION R-112-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRUE
NORTH GEOGRAPHIC TECHNOLOGIES, LLC FOR CITYWORKS AND GIS
GENERAL SUPPORT SERVICES

WHEREAS, the City of Lakeland, Tennessee, (the "City") desires support services for Cityworks and GIS systems; and,

WHEREAS, True North Geographic Technologies, LLC offers Cityworks and GIS support services; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement in the amount of twelve thousand nine hundred and sixty dollars (\$12,960).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

City of Lakeland, Tennessee

Cityworks AMS, PLL and GIS General Support

Prepared for:
Josh Thompson, ITS Director
City of Lakeland
10001 Hwy 70
Lakeland, TN
901.867.2717

Prepared by:
True North Geographic Technologies LLC
119 MTCS Road
Murfreesboro, TN 37129
Ph: 615-890-7728

August 3, 2023



Proposal Summary

True North Geographic Technologies (True North) is pleased to provide this proposal to the City of Lakeland (Lakeland) for ongoing Cityworks AMS, PLL and GIS General Support. The scope of services includes providing ongoing supplemental support to Lakeland for all Cityworks AMS, PLL and related GIS objectives.

Proposal Details

The proposal includes professional services to provide additional support for Lakeland's for all Cityworks AMS, Cityworks PLL and related GIS objectives, including, but not limited to the following:

- Enhancing current workflows, refining processes, expanding tasks and workflows to new groups or departments;
- Assisting end-users with Esri and Cityworks software questions, updating templates, automating workflows, and creating new services, maps, and applications;
- Advanced server administration including advanced performance tuning, maintenance and installing software upgrades and patches;
- Creating and updating reports using Crystal Reports
- Creating dashboards or analytical tools using Esri and Cityworks technology
- Ad-hoc IT support for Cityworks and ArcGIS solutions; and
- Custom or ad-hoc training for new or existing employees.

These professional services for Cityworks, GIS and IT support can be obtained through True North's Enterprise GIS Support Block. The cost of the 120-hour standard support block is \$18,960. Additional details are attached.

ArcGIS/Cityworks Support Blocks

Support Blocks are discounted blocks of support hours purchased in advance for customers who do not have a long-term Master Services Agreement with True North. Because support blocks are agreements with no expiration date, there is no risk involved. Support hours can be used as needed without concern over losing the support investment. In addition, for customer convenience, True North will track the usage of support blocks and provide a report documenting hours as they are used.

Standard Support Blocks

Listed below are the options for purchasing Standard GIS Support Blocks as of January 1, 2022:

Regular Hourly Rate	Number of Hours	Rate per Hour	Extended Price	Savings
\$175				
	40	\$170	\$6,800	\$200
	56	\$166	\$9,296	\$504
	80	\$162	\$12,960	\$1,040
	120	\$158	\$18,960	\$2,040
	200+	\$148	\$29,600+	\$5,400+

* Please Note: Travel time is charged one way. If necessary, overnight travel expenses are charged separately at cost plus 10%.

Blocks do not expire.

Standard Block Time Use – Support Block time may include, but is not limited to:

- System Planning - needs assessment, system architecture/design, server sizing, budget planning
- Consulting - RFP development & review, project management
- Server Support - administration, configuration, preventative maintenance, troubleshooting
- Esri Software Support - installation, configuration, customization, troubleshooting of ESRI desktop and server software applications
- Cityworks Software Support - installation, configuration, customization, troubleshooting
- Database Management - geodatabase design, data loading, ETL automation, database tuning
- Application Development - desktop applications, server applications, process automation; code modification/update for existing applications

Basic Support Blocks

Listed below are the options for purchasing Basic GIS Support Blocks as of January 1, 2022:

Regular Hourly Rate	Number of Hours	Rate per Hour	Extended Price	Savings
\$136				
	20	\$133	\$2,660	\$60
	40	\$129	\$5,160	\$280
	80	\$126	\$10,080	\$800
	120	\$122	\$14,640	\$1,680
	200+	\$116	\$23,200+	\$4000+

* Please Note: Travel time is charged one way. If necessary, overnight travel expenses are charged separately at cost plus 10%.

Blocks do not expire.

Basic Block Time Use – Support Block time may include, but is not limited to:

- Data Conversion – migrating/transforming data from one format or structure to another
- Data Cleanup – editing and correction of GIS feature geometries and/or attributes
- Data Maintenance – ongoing update and editing of customer GIS data
- Geocoding – conversion of tabular data into spatial features
- Map Production – preparing and producing digital or hardcopy map documents
- Data Collection – remote data entry using GPS or other mobile devices (equipment and travel expense not included in hourly rate)

Escalated Rates – When necessary and upon customer approval, True North will upgrade a customer support request to escalated status. This allows the support issue to receive immediate priority over other existing support requests and project work. In the event that escalation requests are received from multiple customers, the requests will be handled in the order received. Time for an escalated request is charged at 1.2 times the standard rate.

Emergency Rates – True North reserves the right to charge time at 1.5 times the standard rate for requests for unplanned emergency service during non-business hours.

Fixed Fee Projects – In addition to GIS Support Blocks, True North also offers fixed fee billing for projects that require a more predictable expense approach. All Fixed Fee Projects require a Project Manager to build a scope of work for the project. Once the scope of work is in place, the project is priced. Time required to build the scope of work for the project may be charged against an existing Support Block or rolled into the fixed cost of the project.

Acceptance

These service rates become effective on receipt of payment for the Service Block requested.

Initial the Number of Hours Purchased with this agreement:

Standard: 20_____ 40_____ 80_____ 120_____ 200+_____ (# of hrs)

Basic: 20_____ 40_____ 80_____ 120_____ 200+_____ (# of hrs)

CUSTOMER

True North Geographic Technologies LLC

Customer Name

True North Representative

Address 1

Date

Address 2

City/State/Zip

Authorized Signature

Printed Name

Date

Purchase Order # (if applicable)



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with CivicPlus for CivicClerk and CP Media annual subscription renewals.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-113-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

CivicClerk is a digital agenda management application that allows users to input agenda items and upload all supporting documents that can be viewed through the City's CivicEngage website by staff and constituents. CivicClerk also archives these items for quick reference and convenient storage. CP Media is a core component of the CivicPlus platform and is accessible by all CivicPlus unified applications, including the CivicEngage website design and hosting solution and CivicClerk agenda and meeting management solution. CP Media can integrate live or recorded videos of meetings and events anywhere from a CivicEngage website that is easily accessible by citizens from any desktop or mobile device.

RESOLUTION R-113-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CIVICPLUS FOR CIVICCLERK AND CP MEDIA ANNUALSUBSCRIPTION
RENEWALS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires applications for digital agenda creation and archiving and video streaming; and,

WHEREAS, CivicPlus offers these applications as subscription based services; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement in the amount of fifteen thousand two hundred eighty dollars and sixty-five cents (\$15,280.65).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



Invoice

#264089

8/14/2023

PO #

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

Bill To

City of Lakeland
10001 U.S. 70
Lakeland TN 38002

TOTAL DUE

\$15,280.65

Due Date: 9/13/2023

Terms	Due Date	PO #	Approving Authority
Net 30	9/13/2023		

Qty	Item	Start Date	End Date
1	CP Media Annual - Premium (Unlimited Storage)	8/14/2023	8/13/2024
1	CivicClerk- Premium Annual Fee	8/14/2023	8/13/2024

Total \$15,280.65

Due **\$15,280.65**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number



Board of Commissioners

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with CivicPlus for SeeClickFix annual subscription renewal.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-114-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

The SeeClickFix application will allow residents to report issues or concerns they encounter within the City and communicate those issues directly to City staff. Using the Lakeland Connect mobile or desktop application, users can report non-emergent issues and code violations as well as request available services. The SeeClickFix platform can be accessed from the City's website or from a dedicated mobile application and provides the user with a simplified reporting experience. This solution integrates with the City's GIS and Cityworks AMS platforms and will serve as one piece of a communication strategy that seeks to better engage residents.

RESOLUTION R-114-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CIVICPLUS FOR SEECCLICKFIX ANNUAL SUBSCRIPTION RENEWAL

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires an application for citizen reporting and request management; and,

WHEREAS, CivicPlus offers this application as a subscription based service; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute an agreement in the amount of fourteen thousand two hundred fifty dollars (\$14,250).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-43759-1

Date:

5/31/2023 10:16 AM

Customer:LAKELAND,
TENNESSEE

QTY	Product Name	DESCRIPTION
1.00	SeeClickFix Connector for Cityworks AMS (SR + WO) Renewal	Accting : SeeClickFix Connector for Cityworks AMS (SR + WO) Renewal
1.00	Unlimited Upgrade Annual	Accting : Unlimited Upgrade Annual
1.00	Marketplace App Annual Renewal	Accting : Marketplace App Annual Renewal
Annual Recurring Services - Initial Term		USD 14,250.00

1. This renewal Statement of Work ("SOW") is between City of Lakeland, TN ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 10/19/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the City Manager to execute an agreement with Flock Safety for annual renewal.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-117-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund.

DISCUSSION

In an ongoing commitment to the safety and security of residents and visitors of the City, the Board of Commissioners approved an agreement with Flock Safety to provide security camera coverage to specific areas of the City in 2019. In 2022, the Board approved the lease of an additional 10 security cameras, increasing the total fleet to 30 cameras. This resolution seeks to only renew the lease of the 10 additional cameras at this time. The renewal of the agreement for the initial 20 cameras will come at a later date.

RESOLUTION R-117-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLOCK
SAFETY FOR ANNUAL RENEWAL

WHEREAS, the Board of Commissioners (the “Board”) has an interest in promoting the safety and security of residents and visitors of the City of Lakeland (the “City”); and,

WHEREAS, the Board approved Resolution R-20-2022 on March 10, 2022, authorizing an agreement for/order of 10 additional Flock security cameras for an initial term of 12 months; and,

WHEREAS, the Board desires to renew the agreement/order with Flock Safety for these 10 additional security cameras for a not-to-exceed rate of \$2,500 per camera; and,

WHEREAS, funding for this purchase is appropriated in the Fiscal Year 2024 Annual Budget for the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute a renewal of the agreement/order with Flock Safety in the amount of twenty-five thousand dollars (\$25,000).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-18688
Invoice Date: 7/13/2023
Due Date: 8/12/2023
Payment Terms: Net 30
PO#:

Bill To: TN - City of Lakeland
10001 Highway 70
Lakeland, Tennessee, 38002

Ship To: TN - City of Lakeland
Lakeland, Tennessee 38002

Billing Company Name: TN - City of Lakeland
Billing Contact Name: Accounting Email
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: 100% Upfront

Notes: TN- City of Lakeland: Expansion

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Safety Falcon ®	10	2,500.00	\$0.00	\$25,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: <https://planner.flocksafety.com/public/890db950-f0cc-4279-be30-2cbc2d3db267>

Subtotal: \$25,000.00
Credit: \$0.00
Sales Tax: \$0.00
Total: \$25,000.00

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-18688
Mail to: PO Box 121923
Dallas, TX 75312-1923

Pay by ACH:

Account Legal Name: XXXXXXXXXX
Account Number: XXXXXXXXXX
Account Type: Checking
Routing / SWIFT Code:

If you have questions about your invoice or need to update your billing contact information, please email
billing@flocksafety.com.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-18688
Invoice Date: 7/13/2023
Due Date: 8/12/2023
Payment Terms: Net 30
PO#:

If paying by check, please include the remittance slip below.

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 150 North Plano Rd. STE 100
Richardson, TX 75081

Account: TN - City of Lakeland

Invoice # INV-18688

Amount Due: **\$25,000.00**

Amount Enclosed: \$ _____

RESOLUTION R-115-2023

AUTHORIZING APPOINTMENTS TO
THE COMMUNITY ADVISORY BOARD OF
THE CITY OF LAKELAND, TENNESSEE

WHEREAS, the Community Advisory Board (“CAB”) is comprised of members from eight (8) districts within the City of Lakeland and was formed in the spring of 2019 to aid in communications between the Lakeland community and City leadership; and,

WHEREAS, the CAB’s bylaws call for rotation of membership on two-year terms with expirations in alternating years; and,

WHEREAS, Resolution R-54-2022 adopted on June 9, 2022, set the expiration of three members of the CAB as July 1, 2023, with two of the three volunteers requesting to be reappointed; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, has the authority to appoint members to the CAB :

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the following qualified residents be appointed to the Community Advisory Board of the City of Lakeland, Tennessee in the districts indicated below, with terms that expire July 1, 2025:

District 4, currently held by Ben Ledsinger: Ben Ledsinger

District 8, currently held by Ken Glatzer: Ken Glatzer

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

Meeting Cycle: Thursday, August 17, 2023

Subject: **Resolution** - authorizing the submittal of a proposal to utilize Shelby County Commission capital funding.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-116-2023.

BUDGET IMPACT

The capital project contemplated in this resolution is not currently incorporated into the Fiscal Year 2024 Annual Budget; however, the application for funding itself has no budgetary impact. Should a project be determined as feasible to proceed, any related budgetary amendments would be presented for Board of Commissioners' approval in a future meeting with minimal impact on ending fund balance.

DISCUSSION

Through consideration of the capital needs of the City's recreation program, the proposed project in the enclosed resolution is an appropriate use of the capital funding available through the Shelby County Commission for use in Commissioner Mick Wright's district.

RESOLUTION R-116-2023

AUTHORIZING THE SUBMITTAL OF A PROPOSAL TO UTILIZE
SHELBY COUNTY COMMISSION CAPITAL FUNDING

WHEREAS, the Shelby County Board of Commissioners has allocated to each Commissioner certain funding to be utilized within their respective districts; and,

WHEREAS, such funding may be accessed for capital projects of municipalities within Shelby County, Tennessee, in an amount of approximately two hundred sixty-nine thousand dollars (\$269,000); and,

WHEREAS, the City of Lakeland Recreation program has a need for access to additional recreational fields, including t-ball fields; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, seeks to explore the application of the County capital funding to the conversion of the practice field at City Hall Park to a t-ball field:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized and directed to apply for capital funding through Shelby County Commissioner Mick Wright in the amount of two hundred sixty-nine thousand dollars (\$269,000) to be utilized in the conversion of the practice field at City Hall Park to a t-ball field for the Lakeland Recreation program.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 17th day of August 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore