



Board of Commissioners
Regular Meeting Agenda
Thursday, September 21, 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:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - a. August 2023 Lakeland Crime Report - *Shelby County Sheriff's Office*
 - City Manager's Report
 - a. September 2023 City Manager's Report
 - Commissioners' Report
 - a. Industrial Development Board of the City of Lakeland, TN - *Mayor Roman*
 - b. Lakeland Board of Education - *Vice-Mayor Wright*
 - c. Parks and Recreation & Natural Resources Board - *Commissioner Dial*
 - d. Municipal Planning & Design Review Commission - *Commissioner Atkinson*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

a. Regular Meeting Minutes - September 7, 2023

XI. REGULAR AGENDA:

1. **Ordinance - First Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of short-term rental property.
2. **Resolution** - appointing a Commissioner liaison to the City of Lakeland's Land Development Regulations Update sub-committee.
3. **Resolution** - approving an agreement with Pavement Management Group, LLC for the pavement assessment services.
4. **Resolution** - approving Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.
5. **Resolution** - amending resolutions R-134-2022, R-25-2023, and R-70-2023 and the calendar year 2023 City of Lakeland meeting calendar.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

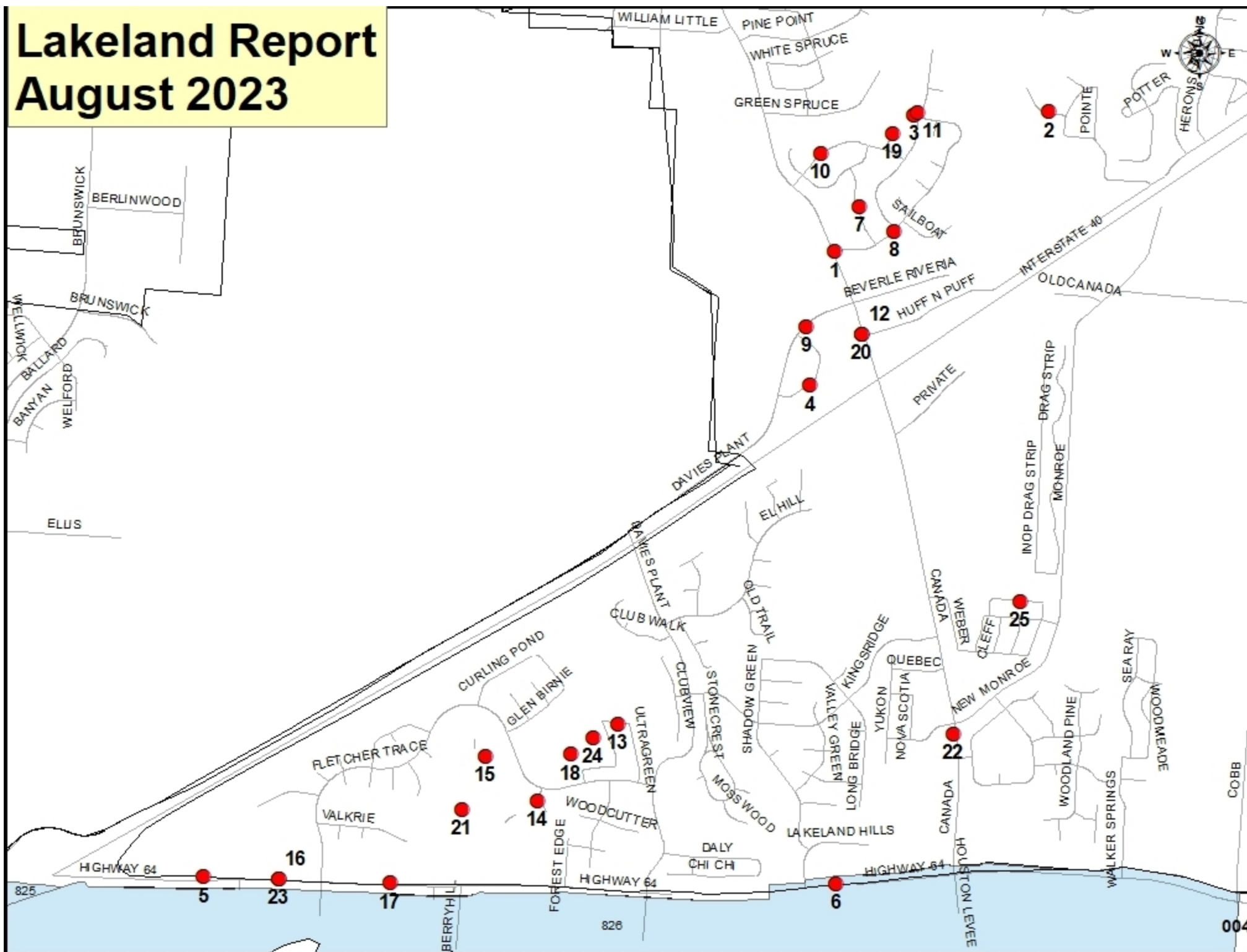
Shelby County Sheriff's Office



Crime Report

Lakeland
August 2023

Lakeland Report August 2023



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2308000623SH	Burglary/Business	PRIED REAR WINDOW	8/13/2023 2:59:00 PM
2	2308000451SH	Burglary/Residential	THROUGH UNLOCKED DOOR GARAGE	8/9/2023 6:04:00 PM
3	2308000517SH	MVT/Passenger Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	8/11/2023 6:23:00 AM
4	2308000629SH	Other Theft/Non-Specific	LAWFUL	8/13/2023 4:20:00 PM
5	2308000431SH	Shoplifting/Felony	LAWFUL FRONT DOOR	8/9/2023 12:24:00 PM
6	2308000340SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	8/7/2023 8:32:00 PM
7	2308000418SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	8/9/2023 9:13:00 AM
8	2308000534SH	Theft of Vehicle Parts/Accessories	TOOK APART TRUNK	8/11/2023 11:05:00 AM
9	2308000757SH	Theft from Motor Vehicle	THROUGH UNLOCKED DOOR SIDE DOOR	8/16/2023 7:40:00 AM
10	2308000839SH	Theft of Vehicle Parts/Accessories		8/17/2023 2:53:00 PM
11	2308000739SH	Vandalism/Felony		8/15/2023 5:54:00 PM
12	2308000738SH	Vandalism/Misdemeanor		8/15/2023 5:34:00 PM
13	2308001171SH	MVT/Passenger Vehicle	THROUGH UNLOCKED DOORFRONT DOOR	8/24/2023 9:02:00 AM
14	2308001154SH	Other Theft/Non-Specific	TOOK APART	8/23/2023 10:47:00 PM
15	2308001307SH	Other Theft/Non-Specific	LAWFUL	8/27/2023 1:08:00 PM
16	2308001021SH	Shoplifting/Misdemeanor	FRONT DOOR	8/21/2023 11:30:00 AM
17	2308001014SH	Theft of Vehicle Parts/Accessories	TOOK APART	8/21/2023 10:03:00 AM
18	2308001160SH	Theft of Vehicle Parts/Accessories		8/24/2023 7:38:00 AM
19	2308001075SH	Theft of Vehicle Parts/Accessories	TOOK APART	8/22/2023 11:08:00 AM
20	2308001439SH	Burglary/Business	PICKED SIDE DOOR	8/29/2023 7:15:00 PM
21	2308001332SH	MVT/Passenger Vehicle		8/28/2023 5:06:00 AM
22	2308001486SH	Other Theft/Non-Specific		8/30/2023 3:57:00 PM
23	2308001550SH	Shoplifting/Felony	LAWFUL FRONT DOOR	8/31/2023 4:10:00 PM
24	2308001501SH	Theft from Building	LAWFUL FRONT DOOR	8/30/2023 7:35:00 PM
25	2308001421SH	Vandalism/Felony/Domestic		8/29/2023 11:36:00 AM

All Incident Count

Incidents ▼	Count
Burglary/Business	2
Burglary/Residential	1
Drug Equipment Violation	2
Drugs/Narcotics Violation/Felony	2
False Pretenses/Swindle/Confidence Game	1
Intimidation	1
MVT/Passenger Vehicle	3
Other Theft/Non-Specific	5
Recovery/Foreign with Arrest	1
Shoplifting/Felony	2
Shoplifting/Misdemeanor	2
Simple Assault	2
Theft & Recovery/Passenger Vehicle	3
Theft from Building	1
Theft from Motor Vehicle	2
Theft of Vehicle Parts/Accessories	5
Vandalism/Felony	1
Vandalism/Felony/Domestic	1
Vandalism/Misdemeanor	1
Weapon Law Violations/Felony	2
Grand Total	40

Tracked Count

Tracked Crimes	Aug-23	Jul-23	Aug-22
Agg Assault	0	1	1
Burg Bus	2	0	1
Burg Const	0	0	0
Burg Res	1	2	0
MVT	3	2	3
Other Lar	8	8	6
Robb Ind	0	0	1
Theft Fm Bldg	1	1	1
Theft fm Mot Veh	7	3	6
Vandalism	3	4	1
Totals	25	21	20

END OF PRESENTATION

CITY OF
LAKE LAND
TENNESSEE

City Manager's Report
September 2023

CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

BOC Priorities Linkage

City Manager's Report

BOC Priorities Linkage

Public Safety	Economic Development
9/7 - 04 - RES - Repealing past resolutions 9/7 - 05 - RES - Condemning Property for Public Safety location	9/7 - 05 - RES - Condemning Property for Public Safety location
Parks and Recreation Improvements	Enhance City Planning
	02 - RES - Appointing LDR Update Liaison
Road Maintenance	Administrative Support / Other
03 - RES - Pavement assessment 04 - RES - Intersection design	9/7 - 01 - RES - Appointment to CAB (tabled) 9/7 - 02 - RES - Interceptor Additional Debt Authorization 9/7 - 03 - RES - Meeting calendar change (withdrawn) 9/7 - 06 - DISC - Short-term residential rental regulations 01 - ORD - Regulate STR placement 05 - RES - Meeting calendar change

CITY OF
LAKELAND
TENNESSEE
City Manager's Report

Updates

City Manager's Report

Updates

- **Public Meeting Changes and Disruptions**
- Quantum Hotels Property Acquisitions
 - Asbestos survey complete; will require abatement and change order
 - Empty lot; pending paperwork completion by seller
- RightFiber (Ritter Communications) installation work
 - RightFiber Construction Hotline – 833-565-1994
- Paving and Pavement Preservation Project
 - Bentbrooke Hills complete – *by BOC meeting time*
 - Evergreen Hills – single patch/repair remaining
 - Pavement preservation – *should be complete by BOC meeting time*
- Code Enforcement
- New Canada Road – cash flow and timeline (next slide)

City Manager's Report

Updates



Total Construction Estimate: \$ 38,000,000
(based on current costs, delays will increase total)

Funding:
TDOT 80% Currently Available \$ 13,600,000
(FY21-FY23 TIP total committed \$25MM, including Texas Gas relocation; FY24-FY26 TIP total committed \$17MM, construction, an "increase" of \$6MM from prior TIP cycle)

Funding Gap: \$ 24,400,000
Anticipated 20% share of the \$17MM \$ (3,400,000)
Remaining Funding Gap \$ 21,000,000

Additional Funding Application -
State-wide Partnership Program Grant - **100% Funding** \$ 25,000,000
(Allows for some additional construction cost increases)

SUMMARY BREAKDOWN:
Construction cost \$ 38,000,000
TDOT Committed (FY24-FY26) \$ (13,600,000)
Lakeland Committed (FY24-FY26) \$ (3,400,000)
Un-committed \$ 21,000,000
Applied - pending approval 12/2023 \$ 25,000,000
Net Cushion/(Shortage) \$ 4,000,000

City Manager’s Report

Updates



MONEY IN (OUT)

3-YEAR CONSTRUCTION TIMELINE

	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Capital Outlays	\$ (6,050,000)	\$ (13,000,000)	\$ (13,000,000)	\$ (5,950,000)	\$ (38,000,000)
Federal Grant Revenue through TDOT	\$ 4,840,000	\$ 8,760,000	\$ -	\$ -	\$ 13,600,000
Lakeland Match (fund balance and/or current revenues)	\$ 1,210,000	\$ 2,190,000	\$ -	\$ -	\$ 3,400,000
PLANNED: State-wide Partnership Program Grant	\$ -	\$ 2,050,000	\$ 13,000,000	\$ 5,950,000	\$ 21,000,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE: Planned SPP Grant includes \$4MM to cover additional project cost increases.

City Manager's Report

Code Enforcement

Closed Violations

445

current year

Open Violations

47

current year

Reported Violations

6

current month

Top 5 Reported Code Violations - Current Month

High Grass/Weeds (3)

Debris/Yard Waste (Private Property) (3)

Time Open: NaN days

High Grass/Weeds - SR#14768

Status - COMPLETED

Date Initiated - September 3, 2023

Date Closed -

Submitted To: Shields, Katrina

Dispatch To:

Time Open: NaN days

Debris/Yard Waste (Private Property) - SR#14760

Status - COMPLETED

Date Initiated - September 1, 2023

Date Closed -

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: NaN days

Debris/Yard Waste (Private Property) - SR#14711

Status - COMPLETED

Date Initiated - August 30, 2023

Date Closed -

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: NaN days

High Grass/Weeds - SR#14705

Status - COMPLETED

Date Initiated - August 30, 2023

Date Closed -

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: 1 days

High Grass/Weeds - SR#14768

Date Initiated - September 3, 2023

Submitted To: Shields, Katrina

Dispatch To:

Time Open: 4 days

Debris/Yard Waste (Private Property) - SR#14760

Date Initiated - September 1, 2023

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: 4 days

High Grass/Weeds - SR#14759

Date Initiated - September 1, 2023

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: 4 days

Debris/Yard Waste (Private Property) - SR#14758

Date Initiated - September 1, 2023

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: 4 days

Debris/Yard Waste (Private Property) - SR#14757

Date Initiated - September 1, 2023

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

Time Open: 4 days

High Grass/Weeds - SR#14755

Reported Violations

67

last month

Reported Violations

492

current year

Top 5 Reported Code Violations - Last Month

High Grass/Weeds (17)

Debris/Yard Waste (Private Property) (7)

Boat/RV/Trailer Visible (4)

Property Maintenance (1)

Fence Maintenance

Top 5 Reported Code Violations - Current Year

Debris/Yard Waste (Private Property) (198)

High Grass/Weeds (117)

Boat/RV/Trailer Visible (68)

Property Maintenance (64)

Inoperable Vehicle (13)

Reported Violations

Jul (33)

Aug (51)

Sep (57)

Oct (36)

Nov (35)

Dec (40)

Jan (13)

Feb (55)

Mar (60)

Apr (47)

May (56)

Jun (58)

Jul (60)

Aug (72)

Sep (102)

Oct (61)

Nov (30)

Dec (42)

Jan (43)

Feb (30)

Mar (40)

Apr (71)

May (64)

Jun (58)

Jul (69)

Aug (73)

Sep (47)

Oct (38)

Nov (43)

Dec (36)

Jan (48)

Feb (43)

Mar (71)

Apr (90)

May (72)

Jun (47)

Jul (53)

Aug (62)

Sep (6)

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City Manager's Report

Lakeland Connect - Citizen Requests

Request Categories - Current Quarter

Sanitation

Code Enforcement

Storm Water

(56)

(11)

(3)

Street

Engineering

(36)

(4)

Total Requests

4

current month

Top 5 Request Types - Current Month

Bulk Waste Schedule Pickup - Trees/Limbs

Litter Pick-up

High Grass/Weeds

Storm Debris Removal

(1)

(1)

(1)

(1)

Closed Requests

Time Open: NaN days

High Grass/Weeds - SR#14768

Status - COMPLETED

Date Initiated - September 3, 2023

Date Submitted - September 3, 2023

Date Submit to Open -

Date Dispatch to Open -

Projected Comp Date -

Date Closed -

Submitted To: Shields, Katrina

Dispatch To:

Open Requests

Time Open: 19 hours

Storm Debris Removal - SR#14769

Date Initiated - September 4, 2023

Submitted To: Brown, Matt

Dispatch To: Fink, Alex

Request Categories - Current Year

Sanitation

Code Enforcement

Storm Water

Sewer

(255)

(26)

(7)

(1)

Street

Engineering

Park

(167)

(7)

(2)

Total Requests

465

current year

Top 5 Requests Types - Last Month

Bulk Waste Schedule Pickup - Trees/Limbs

Storm Debris Removal

New Cart

Dead/Hazardous Tree

Litter Pick-up

(31)

(3)

(3)

(3)

(3)

Top 5 Request Types - Current Year

Bulk Waste Schedule Pickup - Trees/Limbs

Report Pothole

Leaf Collection Request

Bulk Waste Schedule Pickup - Household Trash

Storm Debris Removal

(100)

(87)

(66)

(37)

(20)

Total Monthly Requests

Mar

May

Jul

Sep

Nov

2023

Mar

May

Jul

Sep

(2)

(2)

(47)

(35)

(22)

(39)

(28)

(26)

(121)

(160)

(97)

(43)

(56)

(49)

(39)

(71)

(51)

(55)

(4)

Time Open: 16:11:26

New Cart - SR#14732

Status - CLOSED

Date Initiated - August 30, 2023

Date Submitted - August 31, 2023

Date Submit to Open -

Date Dispatch to Open -

Projected Comp Date - September 1, 2023

Date Closed - August 31, 2023

Submitted To: Waste Supervisor, Team

Dispatch To: Waste Support, Team

Time Open: NaN days

Bulk Waste Schedule Pickup - Trees/Limbs - SR#14694

Status - COMPLETED

Date Initiated - August 30, 2023

Date Submitted - August 30, 2023

Date Submit to Open -

Date Dispatch to Open -

Projected Comp Date - September 5, 2023

Date Closed -

Submitted To: Brown, Matt

Dispatch To: Fink, Alex

Time Open: NaN days

Bulk Waste Schedule Pickup - Trees/Limbs - SR#14693

Status - COMPLETED

Date Initiated - August 29, 2023

Date Submitted - August 29, 2023

Time Open: 5 days

Litter Pick-up - SR#14733

Date Initiated - August 31, 2023

Submitted To: Brown, Matt

Dispatch To: Brown, Matt

Time Open: 6 days

Bulk Waste Schedule Pickup - Trees/Limbs - SR#14690

Date Initiated - August 29, 2023

Submitted To: Brown, Matt

Dispatch To: Fink, Alex

Time Open: 7 days

Boat/RV/Trailer Visible - SR#14653

Date Initiated - August 28, 2023

Submitted To: Shields, Katrina

Dispatch To: Shields, Katrina

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CITY OF
LAKE LAND
TENNESSEE
City Manager's Report

City Staff Highlights

City Manager's Report

City Staff Highlights

Anniversaries

	Kim Odom Sep 8  9th Anniversary!
	Paul Luker Planning Director Sep 19  1st Anniversary!
	John Hunter Sep 5  5th Anniversary!
	David Tribo Maintenance Tech Sep 26  1st Anniversary!

City Manager's Report

City Staff Highlights



- City Staff Changes –
 - **Public Works Director** – Matt Brown (formalized appointment 8/18)
 - **Parks and Recreation Director** – Andrew Fisher (as of 10/6)
 - *Thank you Pat O'Mara for your dedicated service!*
 - **Finance Director** – Andrea Perkins (as of 9/27)
 - **City Recorder / Municipal Court Clerk** – Cheyenne Carter

City Manager's Report

City Staff SuperStar



Alex Barthol

Staff Planner

- *Consistently goes above and beyond to help others*
 - This summer, while the Planning Department was impacted by Ms. Murrell's health issues, Alex has consistently stepped up to fill in the gap, going beyond the "job description" and showing dedication and commitment to serving others, helping team members, serving this community, and ensuring that daily operations continue without interruption



City Manager's Report Questions?



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 7, 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, September 7, 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.

Staff personnel in attendance were City Manager Michael Walker, Planning Director Paul Luker, Emily Harrell City Engineer, Alex Barthol, Staff Planner, City Attorney Will Patterson and Sue Lipscomb, Recorder Pro Tempore.

- V. **PUBLIC HEARING:**
- VI. **TREASURER'S REPORT:**
- VII. **REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:**

For the record: Without objection, Mayor Roman moved to table the City Managers and Commissioners Reports to the September 21, 2023 meeting.

VIII. **PUBLIC COMMENTS:**

For the record: Comments were heard from the following:

Greg Halliday – 3000 block of Lighthouse Lane
John Antich – 4000 block of Red Cedar Cove
John Brown – 4000 block of Loch Louise Point
Susie Richardson – 9000 block of Green Spruce
Michael Taylor – 9000 block of Oak Point Cove
David Wade – 9000 block of Pine Point Drive
Shiran Patek – 3000 block of Canada Road

- IX. **SEWERAGE COMMISSION BUSINESS:**
- X. **CONSENT AGENDA:**

1. **Approval of Meeting Minutes from Previous Meetings:**
 - a. Regular Meeting Minutes – August 17, 2023.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 7, 2023, 6:00 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

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

When the question was called the consent agenda was approved 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: The order of business was changed without objection.

XI. REGULAR AGENDA:

1. **Discussion and Possible Action** – Regarding the regulation of short-term residential rentals in the City of Lakeland. *(Previously item #6)*

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

Discussion ensued, including Mayor Roman's request that an action item be added to the agenda for the September 21, 2023 meeting.

2. **Resolution** – authorizing the City Attorney to file and pursue condemnation proceeding concerning a parcel within Lakeland Gateway TIF District owned by Sukabhi and Gangaben Patel for the necessary construction of public safety facilities. *(Previously item # 5)*

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

Discussion ensued.

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

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



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 7, 2023, 6:00 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

3. **Resolution** – authorizing appointment to the Community Advisory Board of the City of Lakeland, Tennessee. *(Previously item # 1)*

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

Discussion ensued.

Mayor Roman moved to table the item, seconded by Commissioner Dial.

4. **Resolution** – authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certification, and pledges of revenue in connection with such financing (SRF 2022-476-01). *(Previously item #2)*

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

5. **Resolution** – amending resolutions R-134-2022, R-25-2023, and R-70-2023 and the calendar year 2023 City of Lakeland meeting calendar. *(Previously item # 3)*

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

Discussion ensued, and the item was withdrawn without objection.

6. **Resolution** – repealing and rescinding resolutions R-58-2023 and R-59-2023. *(Previously item #4)*

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

Discussion ensued.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, SEPTEMBER 7, 2023, 6:00 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

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

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

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT: There being no other business on which to act, the meeting was adjourned without objection at 7:06 p.m. on Thursday, September 7, 2023.

These minutes were approved on September 21, 2023.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



Board of Commissioners

Meeting Cycle: Thursday, September 21, 2023

Subject: **Ordinance - First Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of short-term rental property.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve ordinance O-13-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

The proposed ordinance was developed in response to community concerns expressed to the Board of Commissioners at the September 7, 2023 meeting regarding the negative impact of short-term rental property in the City of Lakeland. Final review of the ordinance by the City Attorney, along with comparison to surrounding municipality codes, will be completed prior to second reading.

ORDINANCE O-13-2023

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF SHORT-TERM
RENTAL PROPERTY

WHEREAS, the City of Lakeland's Board of Commissioners has reviewed the following edits on September 21, 2023, and recommended said edits; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, as follows:

SECTION 1. Article III. Section 2. C. 5 (Lodging and Housing Uses) Short-Term Rental Property. Any existing dwelling (whether attached, detached, two-family, multi-family, townhouse, mobile home, manufactured home, or modular home), dwelling unit, or residence used for transient occupancy. Bed and Breakfast homestays shall not be considered Short-Term Rental Property.

SECTION 2. The City of Lakeland Land Development Regulations is hereby amended as follows:
Article III. Section 2. L (Use Table) to show the following: Short-Term Rental Property, as defined in Article III. Section 2. C. 5 is a prohibited use in all zoning districts except Regional Commercial (C-2). Short-Term Rental Property is permitted in a C-2 District with approval of a Conditional Use Permit.

SECTION 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, 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".

ORDINANCE O-13-2023

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF SHORT-TERM
RENTAL PROPERTY

SECTION 4. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: September 21, 2023

Public Hearing:

Final Reading:

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
City Recorder Pro Tempore



Board of Commissioners

Meeting Cycle: Thursday, September 21, 2023

Subject: **Resolution** - appointing a Commissioner liaison to the City of Lakeland's Land Development Regulations Update sub-committee.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve resolution R-124-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

The resolution authorizes the appointment of a Board of Commissioners member to the City of Lakeland's Land Development Regulations Update Project. It is desired that the appointed liaison has a background or familiarity with zoning and subdivision regulations combined with knowledge of the land development approval process.

RESOLUTION R-124-2023

APPOINTING A COMMISSIONER LIAISON TO THE CITY OF LAKELAND'S
LAND DEVELOPMENT REGULATIONS UPDATE SUB-COMMITTEE

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, desires to appoint individual Commissioners as liaisons to the city's various boards, commissions, and committees as may be in existence or formed from time to time and:

WHEREAS, the City of Lakeland has contracted with Kimley-Horn, a private consulting firm, to review and update the City's "Land Development Regulations" (LDR) and:

WHEREAS, the Planning Department desires to establish a sub-committee in addition to city staff to provide input and critical analysis of the LDR update and:

WHEREAS, the LDR Update Project is technical and legal in nature. City staff and the consulting firm feels the sub-committee membership should consist of individuals with a professional background in following fields: municipal planning, civil engineering, land-use law, architecture, and landscape architecture. Additionally, the sub-committee should be balanced between members representing concerns for the municipal aspects of the regulations and members representing concerns of the impacts of the regulations on the private sector:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that Commissioner _____ is confirmed as liaison to the Land Development Regulations Update Project Sub-Committee for the City of Lakeland, Tennessee. Additionally, the following individuals have agreed to serve: John McCarty, civil engineer; Sal Feraci, architect; Cory Brady, landscape architect; Will Patterson, City Attorney.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 21st day of September 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
City Recorder Pro Tempore



Board of Commissioners

Meeting Cycle: Thursday, September 21, 2023

Subject: **Resolution** - approving an agreement with Pavement Management Group, LLC for the pavement assessment services.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-125-2023.

BUDGET IMPACT

This expenditure is appropriated in the Fiscal Year 2024 Annual Budget for the Street Aid Fund.

DISCUSSION

The City of Lakeland desires to get a pavement assessment for its 81-centerline mile street network. The City issued a RFP for Pavment Assessment Services on August 18th, 2023. Six proposals were received and evaluated by the Selection Committee. The committee selected Pavement Management Group, LLC based on their qualifications and experience with similar assessments.

RESOLUTION R-125-2023

APPROVING AN AGREEMENT WITH PAVEMENT MANAGEMENT GROUP, LLC
FOR THE PAVEMENT ASSESSMENT SERVICES

WHEREAS, the City desires to have a pavement assessment for the City's 81-centerline mile street network; and,

WHEREAS, Pavement Management Group, LLC was selected by the selection committee based on their qualification to perform the work; and,

WHEREAS, the City issued a Request for Proposals on August 2023 for the pavement assessment services; and,

WHEREAS, funding for this work will be appropriated from the FY2024 Annual Budget for the State Street Aid Fund:

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 execute, and the City Recorder attest, a contract with Pavement Management Group, LLC for the Pavement Assessment Services in the amount of twenty-two thousand dollars (\$22,00.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 21st day of September 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore



PAVEMENT MANAGEMENT SERVICES PROPOSAL

PREPARED: Friday, September 12, 2023

FOR: City of Lakeland, TN

CITY *of* **LAKELAND**



ROADINSIGHTSTM

PAVEMENT MANAGEMENT SERVICES PROPOSAL



Tuesday, September 12, 2023

ATTN: Emily Harrell

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



Dear Emily :

The following, all-inclusive proposal and managed services agreement from Pavement Management Group will provide the City of Lakeland, TN with a turn-key pavement management program for the estimated 75-centerline mile roadway network. The project scope and pricing provided is valid for 30 days from publish date.

To move forward, please enter the purchase order number, sign and date on the "Project Costs and Execution Page" (Page 6), and then submit electronically to schedule your project kickoff meeting.

Respectfully,



PAVEMENT MANAGEMENT GROUP

JAMES GOLDEN

Founder and CEO

(740) 507-3842

James@PavementManagement.com

A handwritten signature in black ink that reads 'James Golden III'.



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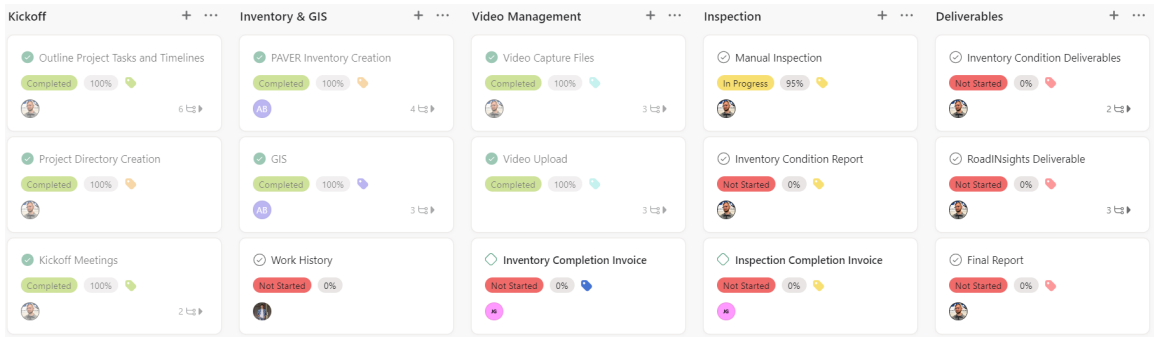
I. Project Overview

The City of Lakeland, TN, is responsible for the annual maintenance and repair of approximately 75-centerline miles of roadways within their boundary. RoadINsights from Pavement Management Group (PMG) combines expertise, industry standards, high-definition video, GIS, and artificial intelligence-powered condition assessment, ensuring the City of Lakeland, TN will meet its pavement management goals.

II. Project Scope of Services

A. Project Kickoff

PMG will host a project kickoff meeting via Zoom to discuss the scope of work, timeline, and deliverables and define all the resources required for the project. At this meeting, the project manager will present and request additional information and resources from the client deemed essential for completing the project on time.



B. Inventory and Video Capture

PMG will leverage the client-provided resources with internal processes to develop a complete roadway network inventory, fully linked to GIS for mapping capabilities. Our patrol team will capture 100 % of your Roadway Network in 1080P full HD video format and 60 frames per second. We will organize and upload these videos to our secure cloud-based server, where they will be accessible for streaming within our project report deliverables and your RoadINsights dashboard.



C. Condition Assessment

PMG uses a proprietary Artificial Intelligence (AI) model to identify, document, and quantify all distresses occurring within each section of the pavement networks. The distress data is first imported into the PAVER pavement management system for initial Pavement Condition Index (PCI) calculation. Our Quality Assurance team then reviews all documented distress data to finalize the PCI for each segment and pavement network, adhering to the ASTM D6433 condition assessment standard for roadways, trails, and parking lots. The PCI is on a numeric scale of 0 – 100, with 0 considered failed and 100 considered excellent. Each section is then classified within one of seven condition categories, which aid in correlating maintenance and repair activities with conditions.



D. Project Deliverable

The following final project deliverables are as follows and will be delivered to the client in both online accessible and physical hard drive format:

- RoadINsights Platform with Streaming HD Video and Analytics
- Dedicated Shared Google Drive for all Project Files, Reports, and Videos
- Final Project Report in Both PDF and Online Accessible Format
- Final Inventory and Condition Data in Excel Spreadsheet Format
- Final Inventory and Condition Data in GIS Shapefile Format
- Final Inventory and Condition Data in Google Earth Accessible Format

To see our RoadINsights, pavement management platform in action, [click here!](#)

E. Project Review and Closeout

PMG will host a Zoom-based meeting to present the finalized project report, deliverables and training in navigating your RoadINsights online dashboard. An onsite meeting may be requested and granted for an additional fee to be discussed and agreed upon between consultant and client.

PAVEMENT MANAGEMENT SERVICES PROPOSAL

F. Annual Managed Services

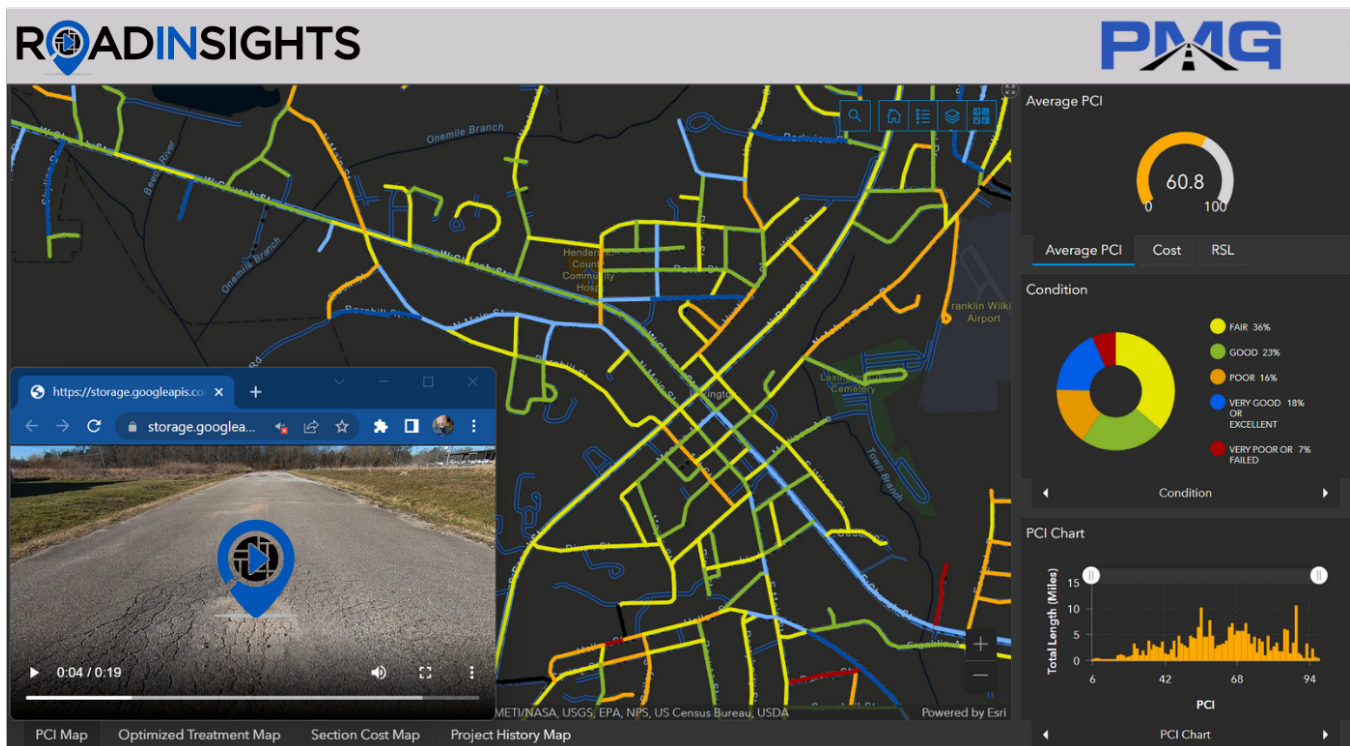
PMG completes our turn-key pavement management solution through our annual web-based platform, high-definition video streaming, consulting, and support services:

- 1 Year of RoadINsights –Unlimited Access and Video Streaming
- 1 Year of Continued Consulting, Training, and Support Services (Up to 8 Hours)
- 1 Annual State of the Network Update
 - Addition of Newly Constructed or Annexed Roadways
 - Removal of Sections no Longer Maintained
 - Addition of Annual Maintenance and Repair Activity
 - Complete RoadINsights, Inventory, Condition, Work and KPI Update

These annual services provide the critical systems, tools, data, accessibility, and resources to keep your pavement management program up to date.

Your annual managed services subscription will begin on the date of our Project Review and Closeout Meeting and will end on the same anniversary date the following year.

PMG will provide a proposal for continued managed services for an additional year, 30 days before expiration.



PAVEMENT MANAGEMENT SERVICES PROPOSAL

III. Project Invoicing and Terms

PMG will invoice monthly, based upon project task progress and against the task percentages outlined within the cost table above. Payment terms are to be NET 30, and PMG greatly appreciates all efforts for prompt and on-time payments. We will provide supporting documents for each invoice as well.

PMG's Point of Contact for all invoicing, payment, insurance, and vendor-related documents:

Christy Oprandi

Office Manager

M: (740) 404-5762

O: (800) 638-8040

E: Christy@PavementManagementGroup.com

IV. Project Schedule

PMG recommends a Q3 2023 Project Schedule. Once PMG has received a signed copy of this proposal with the purchase order number, we will schedule and host the project kickoff meeting, typically within two weeks of receipt. The actual project schedule will be reviewed and discussed on this call, with services typically beginning within 30 days of the kickoff meeting. PMG estimates this project to be completed within 90 days of the start date.

TASK	SEP	OCT	NOV	DEC	JAN-DEC '24
A. Project Kickoff					
B. Inventory and Video					
C. ASTM Condition Assessment					
D. Project Deliverable					
E. Project Closeout					
F. Managed Services					

PAVEMENT MANAGEMENT SERVICES PROPOSAL

V. Project Costs and Execution

The following Cost Table has been provided to outline the tasks and itemized costs associated with this project. To move forward, please enter the purchase order number, sign, date and then submit electronically to schedule your project kickoff meeting.

TASK	PERCENTAGE	COST
A. Project Kickoff	20%	\$4,000
B. Inventory and Video Capture	20%	\$4,000
C. ASTM Condition Assessment	20%	\$4,000
D. Project Deliverable	20%	\$4,000
E. Project Closeout	20%	\$4,000
F. RoadINsights + Managed Services	N/A - Annual Fee	\$2,000
		Project Total: \$22,000

\$22,000

Project Price Not to Exceed:

Purchase Order Number:

Authorized Signature:

Date:



CONTRACT FOR PROFESSIONAL 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 Pavement Management Group, LLC hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner seeks pavement assessment services; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional 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:

1. Contractor shall perform the services as outlined in the attached document dated September 12, 2023 and labeled as "Attachment A – Scope of Services".

2. TIME OF PERFORMANCE:

The contract shall be effective for a period of one (1) year. The services of the Contractor shall be undertaken and completed within a period reasonable for such work as outlined in each task order.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Part III of the contract "Fee Schedule", not to exceed a fee of Twenty-two Thousand Dollars (\$22,000) per task.

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:
Pavement Management Group, LLC
PO Box 2407
Heath, OH 43056

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Sue Lipscomb
Recorder Pro Temp

Michael Walker
City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

The Owner or Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner 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 Owner 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 Owner.

3. ASSIGNABILITY:

The Consultant 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 Consultant 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 Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant 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 Consultant 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 Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. 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 Consultant 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 Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE:

Prior to commencement of work, Consultant shall procure, and at all times thereafter maintain, with insurer acceptable to the Owner, the following minimum insurance protecting the Consultant 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 Consultant's negligent operations in connection with the performance of this contract.

		<u>LIMITS</u>
A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability	\$500,000
	Premises/Operations	Per occurrence
	Products/Completed Operations	
	Contractual Liability	
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant 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, Consultant 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 Consultant's obligations hereunder.

Consultant 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 Consultant.

12. INTENT:

Consultant 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 Consultant shall perform all of the services to be provided hereunder for the compensation set forth hereinabove. Consultant 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. Consultant 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.

Meeting Cycle: Thursday, September 21, 2023

Subject: **Resolution** - approving Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-126-2023.

BUDGET IMPACT

This expenditure will be managed through budget transfers and/or amendments within the General Fund fiscal year 2024 appropriations.

DISCUSSION

The City contracted with Cannon and Cannon to design intersection improvements on Highway 70 at Seed Tick Road. The original scope of services included the design of a traffic signal and widening of Highway 70 to include a dedicated left turn lane. In an effort to reduce ongoing maintenance costs and provide traffic calming on Highway 70, the City requested the consultant review the feasibility of a roundabout at this location. The consultant confirmed that a roundabout is feasible. The proposed roundabout was presented to the Tennessee Department of Transportation (TDOT) who favored the project as well.

Amendment #1 increases the contract amount by \$89,300 for a total contract amount of \$124,900. The additional costs are primarily due to additional roadway design required for the roundabout. The construction cost of the roundabout is expected to be similar to the cost of a traffic signal, however the long maintenance cost is significantly lower for the roundabout. Additionally, the roundabout will provide much needed traffic calming on Highway 70.

RESOLUTION R-126-2023

APPROVING AMENDMENT #1 TO THE AGREEMENT WITH CANNON & CANNON,
INC. FOR THE HIGHWAY 70 AT SEED TICK ROAD INTERSECTION
IMPROVEMENTS PROJECT

- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to improve the intersection of Highway 70 at Seed Tick Road; and,
- WHEREAS,** the City entered into an agreement with Cannon & Cannon, Inc. for the design of a traffic signal at the intersection; and,
- WHEREAS,** the City proposes to install a roundabout instead of a traffic signal to decrease long term maintenance costs and promote traffic calming on Highway 70; and,
- WHEREAS,** Amendment #1 revises the scope of work to include design of a roundabout increasing the contract \$89,300 to a total contract amount of \$124,900; and,
- WHEREAS,** funding for the design will be managed through budget transfers and/or amendments within the General Fund fiscal year 2024 appropriations:

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 Amendment #1 to the agreement with Cannon & Cannon, Inc. for the Highway 70 at Seed Tick Road Intersection Improvements project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 21st day of September 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore

AMENDMENT NO. 1

FOR

DESIGN OF HIGHWAY 70 AT SEED TICK ROAD INTERSECTION IMPROVEMENTS

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____ 2023 by and between City of Lakeland (hereinafter "CITY") and Cannon & Cannon, Inc. (hereafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 15, 2022, for the design of improvements to the intersection of Highway 70 and Seed Tick Road.

WHEREAS, the parties now desire to enter into this Amendment to expand the scope of services provided by CONSULTANT and to increase the amount of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to expand the Scope of Services to include Supplement Request dated August 4, 2023, described in greater detail in Exhibit "A", attached hereto and incorporated fully herein by reference.
2. Section 3 of the Agreement entitled COMPENSATION is hereby amended as follows:

Original Agreement	\$70,600
Amendment No. 1	\$89,300
Total Amount	\$124,900

The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

APPROVED TO AS FORM:

(Highway 70 at Seed Tick Road Intersection Improvements Amend #1)

CITY OF LAKELAND

Cannon & Cannon, Inc..

ATTEST

ATTEST

August 4, 2023

Ms. Emily Harrell P.E.
City Engineer
City of Lakeland
10001 US 70
Lakeland, Tennessee 38002

**RE: Supplemental Scope of Services and Fee Proposal
US 70/Seed Tick Road Roundabout and Roadway Design**

Dear Emily:

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the US 70/Seed Tick Road Roundabout Intersection Modification design.

This effort will utilize unspent funds from the previous signalizations project that was suspended in order to transition to a roundabout intersection design. This project will include project management, engineering analysis documentation, additional field survey, pre-bid services, bid phase services, and construction phase services.

PROJECT OVERVIEW

The engineering services for this project will generally include the additional survey, roundabout design, and signing/marketing plans.

A detailed description of the Scope of Services, Fee, and Schedule is listed on the following pages.

TASK 1 – PROJECT MANAGEMENT

Task 1 will be an ongoing task throughout the project, which will include coordination, status meeting coordination, preparation of meeting minutes, general project management, and accounting activities. The meetings will include a meeting the TDOT Region IV Traffic Engineering to discuss the project design.

TASK 2 – ADDITIONAL FIELD SURVEY

1. Additional ROW survey, including property owner research for a portion of the project not collected during the initial survey. This will primarily be for the portion of the roundabout that is located north of US 70. The survey shall be tied to the Tennessee State Plane Coordinate System NAD83 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
2. Topographic survey including planimetric and utilities.

TASK 3 – PROJECT DESIGN

Plans submittal

1. Concept Plans – Completed
2. Preliminary Plans
3. Right-Of-Way Plans
 - a. Estimate of probable construction cost
 - b. Property acquisition maps and table
 - c. Utility Coordination
 - d. Legals
4. Construction Plans
 - a. Roundabout Lighting Plans (if required) While Lakeland does not generally provide roadway lighting, CCI's experience has been that TDOT may require lighting of a roundabout on a state route given the uniqueness of the design for safety purposes.
5. Final Construction Plans
 - a. Final Estimate of probable construction cost
6. Bid Administration and Specifications
 - a. Construction Set for Bid Administration
 - b. Construction Stakeout data
 - c. Attend Pre-bid Meeting and Respond to Questions

TASK 9 – ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if authorized by the City of Lakeland. Compensation for additional services will be agreed upon before their performance.

- Attendance at public hearings
- Attendance at additional meetings and/or field visits during the Construction Phase
- Construction Engineering and Inspection (CEI)
- Other services as requested

Fee:

The fee development is as follows:

Additional Survey (Topo, base plotting and acquisition plats)	\$ 9,800
Geometric Design	\$ 64,500
Lighting Design (if required)	\$ 10,000
Bid Phase Services	\$ 5,000
<u>Amount Remaining in current Seed Tick Contract</u>	<u>\$ 35,600</u>
Total	\$124,900

The fee amount for this amendment will be \$89,300 when the amount remaining in the current contract is subtracted from the total

If the outlined terms of this proposed budget supplement agreement are acceptable, please have this document signed in the space provided and return a copy via e-mail for our records.

Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Wain Gaskins, P.E.
Vice President

Attachment:

Accepted Printed Name

Signature

Date

CONTRACT FOR PROFESSIONAL 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 Cannon and Cannon, Inc., Memphis, Tennessee, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner is undertaking installation of a new traffic signal at the intersection of Highway 70 and Seed Tick Road; and,

WHEREAS, the Project requires professional services for project management, survey, capacity analysis, design, bid services and construction administration; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional 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 the following services in connection with and respecting the Project:

The scope of services related to this project are outlined in the attached Fee Proposal.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period that may reasonably be required for the completion of the Project but will not exceed 180 calendar days from the date of the contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with Paragraph 1, not to exceed a lump sum fee of Seventy Thousand Six Hundred Dollars (\$70,600).

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 with the invoice a voucher 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 15th day of November 2022.

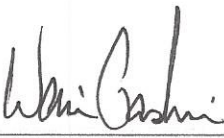
APPROVED AS TO FORM:



CONTRACTOR:

Cannon and Cannon, Inc.
51 Germantown Court, Suite 111
Memphis, TN 38018

ATTEST:

By: 

Title: Vice-President/Principal

By: 

Title: Office Manager

ATTEST:

CITY OF LAKELAND, TENNESSEE
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 Consultant may terminate this Contract anytime by providing thirty (30) days written notice to Owner or Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Owner, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner through damages sustained by the Owner, by virtue of termination of the Contract by Consultant or any breach of the Contract by the Consultant, and the Owner may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Owner from the Consultant are determined.

2. CHANGES:

The Owner 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 Owner 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 Lakeland Mayor and Board of Commissioners.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in the 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 Consultant 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 Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure 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 Consultant 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 Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex national origin, or disability.

6. OWNERSHIP OF PROJECT MATERIALS:

It is agreed that all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. 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 the Contract.

9. PERSONNEL:

The Consultant 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 Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUB-CONSULTANT:

The Consultant shall not employ any Sub-consultant to perform any services in the scope of this project, unless said Sub-consultant is approved in writing by the Owner. Said Sub-consultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure and maintain, with insurer acceptable to the owner, the following minimum insurance protecting the Consultant 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 Consultant's negligent operations in connection with the performance of the contract.

LIMITS

A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability Premises/Operations Products/Completed Operations Contractual Liability	\$500,000 Per occurrence
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant 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, Consultant 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 Consultant's obligations hereunder.

Consultant 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 Consultant.

12. INTENT:

Consultant 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 Consultant shall perform all the services to be provided hereunder for the compensation set forth hereinabove. Consultant 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. Consultant 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.

14. GOVERNMENTAL TORT LIABILITY ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Tort Liability Act, , Tennessee Code Annotated § 20-29-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have including those found in the Tennessee Governmental Tort Liability Act.

RESOLUTION R-119-2023

AMENDING RESOLUTIONS R-134-2022, R-25-2023, AND R-70-2023 AND THE
CALENDAR YEAR 2023 CITY OF LAKELAND MEETING CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the "Board") set the meeting calendar for calendar year 2023 with Resolution R-134-2022; and,

WHEREAS, the Board revised the meeting calendar for calendar year 2023 with Resolution R-25-2023; and,

WHEREAS, the Board further revised the meeting calendar for calendar year 2023 with Resolution R-70-2023; and,

WHEREAS, the Board deems it appropriate to revise the meeting calendar:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby amends Resolutions R-134-2022, R-25-2023, and R-70-2023 by cancelling the regular meeting scheduled for Thursday, October 19, 2023.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 21st day of September 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Sue Lipscomb
Recorder Pro Tempore