CITY OF LAKELAND TENNESSEE

Board of Commissioners
Special Called Meeting Agenda
Friday, September 29, 2023, 12:00 PM
City Hall, Lakeland, Tennessee 38002

This meeting will occur in Conference Room A due to construction in the Board room, and the video will be posted to lakelandtn.gov/agendas following the meeting.

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:

VIII. PUBLIC COMMENTS:

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

XI. REGULAR AGENDA:

1. **Resolution** - authorizing the purchase of property owned by Gita Sam Shiv f/k/a Gangaben Patel pursuant to resolution R-68-2023. *Sponsored by Mayor Roman*

2. **Resolution** - authorizing the purchase of property owned by Belz Investco GP. *Sponsored by Mayor Roman*

3. **Resolution** - approving a letter from the Board of Commissioners of the City of Lakeland, Tennessee, to Tennessee Governor Bill Lee in support of the Youth Villages request for fiscal year 2025 funding from the State of Tennessee to continue implementation of the Memphis Allies Initiative. *Sponsored by Mayor Roman*

4. **Resolution** - approving Change Order #1 to the Building Demolition project.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:

RESOLUTION R-127-2023

AUTHORIZING THE PURCHASE OF PROPERTY OWNED BY GITA SAM SHIV F/K/A GANGABEN PATEL PURSUANT TO RESOLUTION R-68-2023

WHEREAS, pursuant to Resolution R-68-2023, the Board of Commissioners formally authorized the City Manager to engage in property acquisition negotiations for parcels within the Lakeland Gateway TIF District; and,

WHEREAS, pursuant to Resolution R-68-2023, the City Manager negotiated with Gita Sam Shiv f/k/a Gangaben Patel for the purchase of a parcel of property ("Subject Property") located at 3645 Canada Road, Lakeland, Tennessee 38002, identified as Parcel ID L15900117C; and,

WHEREAS, the Parties have reached a tentative agreement to purchase the Subject Property for one million seven hundred thousand dollars ($1,700,000.00) in accordance with the contract attached hereto as Exhibit A; and,

WHEREAS, the BOC hereby approves the acquisition of the Subject Property for one million seven hundred thousand dollars ($1,700,000.00) and authorizes the Mayor, City Manager, and City Attorney to draft and execute all necessary documents and take all necessary steps to effectuate this transaction:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor, City Manager, and City Attorney are authorized to take all necessary actions to purchase the Subject Property for one million seven hundred thousand dollars ($1,700,000.00) with closing occurring pursuant to the contract attached hereto as Exhibit A.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 29th day of September 2023, the public welfare requiring it.

____

Josh Roman, *Mayor*

ATTEST:

____

Cheyenne Carter
City Recorder

PURCHASE AND SALES AGREEMENT

This Purchase and Sales Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date (as defined below) by and between Gangaben Patel (hereinafter referred to as the "Seller") and the City of Lakeland, Tennessee (as provided below) (hereinafter referred to as the "Purchaser").

For and in consideration of the earnest money paid, and in part payment of the purchase price, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller the following described real estate, together with the improvements thereon and all easements, covenants and other rights appurtenant to said real estate (hereinafter referred to as the "Property"), which is more particularly described on Exhibit A attached hereto and incorporated herein by reference. This sale shall be made upon the following terms and conditions:

1. Purchase Price. The purchase price for the property shall be the sum of One Million Seven Hundred Thousand Dollars ($1,700,000.00) (hereinafter referred to as the "Purchase Price") which sum shall be payable as follows:

    1.1 Earnest Money. The sum of Ten-Thousand Dollars ($10,000.00) has been deposited (or will be deposited by Purchaser within five (5) business days following execution of this Agreement by both parties) in immediately available U.S. funds with the Title Company (as defined in Section 2.1 below) as agent for the limited purpose of holding and disbursing earnest money deposits in accordance with the terms and conditions of this Agreement.

    (a) Balance. The balance of the purchase price (minus a credit for any and all earnest money deposits) shall be payable at closing of sale in immediately available U.S. funds, reduced or increased by reason of prorations and other adjustments as hereinafter provided.

    (b) Purchaser shall also pay to Seller the sum of TEN DOLLARS ($10.00) (the "INDEPENDENT CONTRACT CONSIDERATION") as separate and independent consideration to Seller for granting Purchaser the right to investigate the Property in accordance with the terms of this Agreement during the Investigation Period, and for granting any other conditional periods conferred upon the Purchaser. The Independent Contract Consideration is independent of any other consideration provided in this Agreement and shall be retained by Seller notwithstanding any other provision of this Agreement.

2. Title, Survey and Environmental Review.

2.1 Title Commitment. Within thirty (30) days after the Effective Date, Purchaser shall provide, at Purchaser's sole cost and expense, with a commitment (hereinafter referred to as the "Commitment") for the issuance by Foundation Title & Escrow, as issuing agents for First American Title Insurance Company (hereinafter referred to as the "Title Company") of an ALTA Owner's Title Insurance Policy (hereinafter referred to as the "Title Policy"), which shall show good and marketable fee simple title to the Property vested in Seller, together with copies of all recorded documents constituting exceptions under the Commitment (hereinafter collectively referred to as the "Exception Documents").

2.2 Survey. A new survey may be obtained by Purchaser at Purchaser's sole cost and expense during the Initial Inspection Period as defined below (hereinafter referred to as the "Survey").

2.3 Environmental. Within ten (10) days after the Effective Date, Seller shall provide, at Seller's sole cost and expense, a copy of Seller's existing Environmental Site Assessment(s) of the Property, if any. Any new assessments may be obtained by Purchaser at Purchaser's sole cost and expense during the Initial Inspection Period as defined below (hereinafter referred to as the "Assessments").

2.4 Review Period. After Purchaser's receipt of the last of the Commitment (with attachments), Survey and the Assessments, Purchaser shall give written notice to Seller of any title, survey or environmental matters that impair Purchaser's intended use of the property. Seller shall have ten (10) days after receipt of such notification or the Closing Date (as defined below), whichever shall occur first, to use its best efforts to cure such impairments to the Purchaser's satisfaction. In the event that any such impairment is not so cured, Purchaser shall have the option to either (a) waive the uncured impairment, (b) extend Seller's period for curing impairments, or (c) terminate this Agreement and receive a refund of the Earnest Money, in which event both parties shall be relieved of further obligation or liability hereunder.

2.5 Conditions. Seller further agrees to take whatever actions necessary or execute whatever documents necessary to satisfy and/or comply with all conditions set forth in the Commitment.

3. Inspections.

3.1 Seller agrees that Purchaser, its representatives and/or agents, shall have Sixty (60) calendar days from the Effective Date (hereinafter referred to as the "Inspection Period") to enter upon and inspect the Property and to conduct, at Purchaser's expense, any and all feasibility, geotechnical, environmental, or other studies, analyses or examinations of the Property as Purchaser deems necessary or desirable, and to satisfy itself with regard to zoning and permitting approvals, availability of utilities, and all other matters related to Purchaser's intended use of the property.

3.2 If during such Inspection Period, Purchaser, in its sole and absolute discretion, determines that the Property is unsatisfactory for its intended use in any respect, Purchaser shall have the option to terminate this Agreement and receive a refund of the Earnest Money. In the event that Purchaser does not waive the contingency of this Section in writing, then the contract shall be deemed terminated.

3.3 Purchaser shall be responsible for any and all expenses incurred during its inspection pursuant hereto and shall indemnify Seller for any and all claims that might arise as a result of Purchaser's inspection.

3.4 If Purchaser does not close as set forth herein, then any and all reports, approvals or other documents obtained by Purchaser in regard to the Property shall be delivered to Seller and become the property of Seller.

4. <u>Closing</u>. Closing of the transaction contemplated by this Agreement shall occur within Thirty (30) calendar days after the expiration of the Inspection Period (hereinafter referred to as the "<u>Closing Date</u>") with the exact time and date to be agreed upon by Purchaser and Seller. The closing shall take place at the offices of the Title Company or in such other manner or at such other location agreed to by Purchaser and Seller.

5. <u>Seller's Warranties</u>. Seller represents and warrants the following as of the Effective Date and as of the Closing Date:

5.1 <u>Authority of Seller</u>. Seller has full power and authority to execute, deliver and perform under this Agreement and such execution, delivery and performance have been specifically authorized by all requisite organizational action of Seller. Upon execution, this Agreement will be valid and binding upon Seller, and enforceable against Seller in accordance with its terms.

5.2 <u>No Violations/Conflicts</u>. The execution by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby do not and will not (a) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under (i) any indebtedness, or (ii) any contract or other agreements or instruments to which Seller is a party or by which Seller or any of the Property is bound; or (b) result in any violation of any governmental requirement, ordinance, regulation, law or statute.

5.3 <u>Litigation</u>. There are no legal actions, suits or other legal or administrative proceedings or investigations pending or threatened against Seller or the Property, and Seller is not aware of any facts that might result in any such action, suit, investigation or other proceeding or investigation.

5.4 Taxes and Assessments. No claim or liability is pending or has been assessed, asserted or threatened, or will be assessed or asserted against Seller in connection with any *ad valorem* taxes against the Property (and personal property taxes, if any, owed by Seller related thereto) or any special assessments encumbering the Property, which are or may become a lien or charge against the Property or any part thereof. Seller has not received any notice of any special assessment or increases in the assessed valuation of taxes or other impositions of any nature which are pending or being contemplated with respect to the Property or any part thereof.

5.5 No Agreements or Commitments. Except as disclosed in writing to Purchaser prior to the Effective Date, Seller has not entered into (a) any agreement, lease, option, right of first refusal, commitment or arrangement granting to any person or entity, other than Purchaser, the present or future right to purchase, occupy, lease or otherwise acquire an interest in the Property or any part thereof, (b) any agreement, commitment or arrangement regarding the development of the Property or any part thereof and from the Effective Date through the Closing Date, Seller will not enter into any such agreement or arrangement affecting the Property or any part thereof without the Purchaser's prior written approval.

5.6 Governmental Action/Requirement. Seller has not received notice of any violation of any ordinance, regulation, law or statute from any governmental agency pertaining to the Property or any part thereof, and to Seller's knowledge, no governmental or quasi-governmental authority has imposed any requirement that a developer of the Property pay, whether directly or indirectly, any special fees or contributions, or incur any expenses or obligations, in connection with any development of the Property or any part thereof.

5.7 Environmental. Seller warrants and represents to Purchaser that the Property is not now and, to the best of its knowledge, has not ever been used for the purpose of disposal of, refining, generating, manufacturing, producing, storing, handling, treating, transferring, releasing, processing or transporting any petroleum, petroleum derived products and/or hazardous waste or hazardous substance and/or toxic waste or toxic substance, as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 et seq., as amended, the Comprehensive Environmental Recovery Compensation and Liability Act of 1980, 42 USC 9601 et seq., the Superfund Amendments and Reauthorization Act, Public Law 99-499 as amended, or any other federal, state or local environmental law, regulation, code or ordinance, and, Seller, its agents, employees and contractors have not released and, to the best of its knowledge, no other party has released any pollutants, contaminants or hazardous or toxic wastes, substances or materials in, on or under the Property, and the Seller, its agents, employees and contractors have not installed and, to the best of its knowledge no other party has installed and the Property does not contain any underground storage tanks in, on or under the surface of any portion of the Property and, to the best of its knowledge, the Property has never contained any such underground storage tanks.

The foregoing representations and warranties shall survive the closing, shall not be merged into the documents executed at Closing, and shall not be affected by an investigation, verification or approval by any party hereto or by any person acting on behalf of any party hereto. Seller hereby indemnifies and agrees to hold Purchaser, its successors and assigns, harmless from and in any way connected to any breach of the foregoing representations and warranties.

6. Seller's Deliveries at Closing. At closing, Seller shall deliver (or cause to be delivered) to Purchaser the following:

6.1 Deed. A duly-executed and acknowledged Warranty Deed conveying to Purchaser marketable fee simple title to all of the Property (hereinafter referred to as the "Deed") free of all liens and encumbrances and defects in title other than Permitted Exceptions.

6.2 Lien and Possession Affidavit. An Affidavit or Affidavits executed by Seller which shall contain all normal and customary attestations such an affirmation that (a) the title to the Property is free from claims from mechanic's and materialmen's liens and (b) there are no parties in possession of the Property or any party thereof. Said Affidavit or Affidavits shall be in a form acceptable to the Title Company and sufficient to permit deletion of the applicable standard exceptions to the Title Policy.

6.3 Non-Foreign Person Affidavit. An Affidavit executed by Seller stating that Seller is not a "foreign person" as defined in I.R.C. Section 1445 as most recently amended.

6.4 Possession. Possession of the Property other than as set forth in Section 3.

6.5 Closing Statement. A closing statement prepared by the Title Company and executed by Seller which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Seller's Closing Statement"). Said Closing Statement shall be in a format similar to the HUD-1 Settlement Statement used in residential transactions.

6.6 Further Instruments. Any and all further normal and customary instruments which the Title Company may request of Seller in order to satisfy the requirements of the Title Commitment or to otherwise effect the closing contemplated by this

Agreement.

7. Purchaser's Deliveries at Closing. At closing, Purchaser shall deliver (or cause to be delivered) to Seller the following:
   7.1 Purchase Price. The Purchase Price subject to prorations and adjustments as provided for herein.
   7.2 Closing Statement. A closing statement prepared by the Title Company and executed by Purchaser which reflects all of the financial terms of the transaction contemplated by this Agreement (hereinafter referred to as the "Purchaser's Closing Statement").

8. Closing Costs. The closing costs associated with the transaction contemplated by this Agreement shall be allocated between Seller and Purchaser as follows:

Items	Seller	Purchaser
Seller's Attorney's Fees, if any	x	
Purchaser's Attorney's Fees, if any		x
Title Search		x
Title Insurance Premium		x
Survey		x
Environmental Report		x
State Transfer Taxes	x	
Local Recording Fees		x
Title Company Closing Fee	1/2	1/2
Brokerage Commissions, if any	x	

9. Brokerage. Each party represents to the other that no real estate commissions are due on account of this Agreement.

10. Casualty Loss; and Indemnity. As to the Property, all risk of loss by fire or other casualty, as applicable, shall be on the Seller up to an including the Closing Date.

11. Default and Remedies. In the event of default in the performance or observance of any of the covenants of this Agreement, it is agreed as follows:
   11.1 Should Purchaser default in the performance of this Agreement (except as excused by Seller's default or Purchaser's termination of this Agreement pursuant to its rights hereunder), then the Seller shall make written demand on Purchaser for such performance and if Purchaser fails to comply with such written demand within ten

(10) days after receipt thereof, Seller, at its option, may retain the earnest money and additional earnest money if any as liquidated damages and not as a penalty, it being specifically agreed by the parties that the actual damages to Seller as a result of Purchaser's failure to perform under this Agreement are difficult or impossible to ascertain. Seller, however, shall continue to have available any other remedies at law or equity for the failure of Purchaser to perform.

11.2 Should Seller default in the performance of this Agreement (except as excused by Purchaser's default), then the Purchaser shall have the option to (a) seek specific performance, (b) waive such default, or (c) terminate this Agreement and upon such termination the Earnest Money shall be returned to Purchaser and Purchaser may, at its option, shall continue to have available any other remedies at law or equity for the failure of Seller to perform.

12. Property Condition. Unless otherwise specified herein, the property is purchased "as is" and Seller does not make or imply any warranties as to the condition of the property, except as may be stated herein. Purchasers have the right to re-inspect the property before closing to verify the property is in same condition as at time of this agreement. Closing or occupancy by Purchasers shall constitute acceptance in "as is" condition.

13. Notice. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (a) registered or certified mail return receipt requested with postage prepaid, (b) nationally recognized overnight courier service, or (c) facsimile transmission, addressed to each party at its address as set forth below under its signature. Notice shall be deemed given on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) one (1) business day after deposit with a nationally recognized overnight courier, or (d) if by electronic and/or facsimile transmittal, upon receipt of proof of transmission. Any notice or communication not received because of change of address or facsimile number, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on (a) the date of attempted hand delivery, (b) the date of electronic and/or facsimile transmittal with proof of transmission, (c) on the first business day after deposit with an overnight courier, or (d) three (3) business days after deposit in the U.S. Mail.

14. Delivery; Offer; Effective Date. It is contemplated that this Agreement will be executed by Seller and delivered to Purchaser. It is specifically understood and agreed that Seller shall have until Tuesday, September 26, 2023 (hereinafter referred to as the "Offer Date") to remit the offer to Purchaser made by the execution and delivery of this Agreement. In the event this Agreement shall not have been executed by Seller and delivered to Purchaser

on or before 12:00 pm CDT on the Offer Date, the offer shall terminate and this Agreement shall be of no force and effect. The Purchaser shall have five (5) business days from the Offer Date to obtain any and all related approvals and fully execute the Agreement. The effective date (hereinafter referred to as the "Effective Date") shall be the date upon which the Title Company accepts this fully-executed Agreement with earnest money for deposit as indicated on the Title Company's signature page.

15. Proration of Taxes; Rollback Taxes; Escrow Agreement.

15.0 In General. All general and *ad valorem* taxes accruing in or assessed with respect to the Property during the calendar year of the closing shall be prorated on the basis of such calendar year between Seller and Purchaser as of the Closing Date with Purchaser to have the date of closing. If closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation, provided that, upon determination of the tax rate and assessment for the calendar year of the closing, the parties shall promptly make any monetary adjustment necessary to account for any variance in such taxes.

15.1 Rollback Taxes; Larger Tax Parcel; Escrow Agreement. Any and all rollback taxes assessed against the Property covering periods prior to closing (hereinafter referred to as "Additional Taxes"), irrespective of the triggering event, timing of assessment, or whether notice thereof is received prior to or after closing, shall be the sole responsibility of Seller, it being expressly agreed that, in no event, shall Purchaser have any responsibility or liability for Additional Taxes. Seller shall timely pay any Additional Taxes and shall indemnify, defend and hold Purchaser harmless from any claims, damages or expenses related thereto. If it is determined prior to closing that (a) the Property is or will be subject to Additional Taxes and/or (b) the Property is part of a larger tax parcel (hereinafter referred to as "Primary Tax Parcel"), the parties shall enter into an escrow agreement on or before the Closing Date, which shall provide for (a) the escrow of sufficient funds by Seller to pay any Additional Taxes, and (b) the escrow of sufficient funds to pay all taxes assessed (or to be assessed) against the Primary Tax Parcel, in accordance with an agreed upon formula for reasonably allocating the same between the Property and the remaining portion of the Property (hereinafter referred to as the "Allocation Formula").

15.2 Insufficient or Surplus Escrow Funds. If there are inadequate funds in escrow to satisfy any Additional Taxes, Seller shall pay therein such additional funds as are necessary, within five (5) days from the date Seller receives notification of an inadequacy. If there are inadequate funds in escrow to satisfy taxes attributable to the Primary Tax Parcel, the parties shall pay therein such additional funds as are necessary, in accordance with the Allocation Formula, within five (5) days from the date the parties receive notification of the inadequacy. In the event there is a surplus of funds after the Additional Taxes and taxes attributable to the Primary Tax Parcel have been paid in full, such surplus is to be refunded (a) to Seller, as to any surplus escrowed to cover Additional Taxes and/or (b) to Seller and Purchaser, in accordance with the Allocation Formula, as to any taxes attributable to the Primary Tax Parcel.

15.3 Survival. The obligations of this Section shall survive the closing.

16. Confidentiality; Non-Disclosure. Purchaser and Seller hereby agree that all aspects of the transaction contemplated by this Agreement shall, to the extent permitted by Tennessee law, be kept strictly confidential and acknowledge that disclosure of the fact that the parties have entered into this Agreement or of any of the terms hereof could cause irreparable harm to Purchaser. Except as may be required by law or as may be necessary to evaluate the Property in connection with the purchase contemplated by this Agreement, Purchaser and Seller shall not divulge any information to other persons or entities, including, without limitation appraisers, real estate brokers, competitors of the parties, or any other prospective purchaser; provided, however, that the foregoing shall not preclude Seller or Purchaser from disclosing information to its employees, agents and professional advisors including the Title Company or from Seller or Purchaser from disclosing information to individuals with prior written consent of the other party so long as such individuals acknowledge the confidential nature of the information disclosed to them and agree to be bound by the terms and conditions of this Section. Furthermore, Seller and Purchaser hereby agree that neither will release, or cause or permit to be released, any press notices, publicity (oral or written), or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms, conditions and substance of this Agreement or the transactions contemplated hereby without first obtaining the written consent of the other party.

17. Disclosure and Consent. Purchaser and Seller hereby acknowledge that Foundation Title & Escrow has been employed as a title and/or settlement agent in this transaction. A settlement agent is a limited agent for the parties who is responsible for facilitating the closing of real estate transactions in accordance with the terms and conditions of the Agreement between the parties and where applicable in accordance with the terms and conditions of a mortgage lender's closing instructions. A settlement agent is (a) responsible for preparing various documents necessary for closing and reviewing the same

with the parties; (b) responsible for witnessing, notarizing and recording various documents necessary for closing and receipting and disbursing funds necessary for closing; and (c) responsible for issuing evidence of title (i.e. title opinions or title insurance policies). A settlement agent is not, however, an agent of the parties, limited or otherwise, for purposes of rendering legal, tax or financial advice. A settlement agent acts as intermediaries in real estate transactions and do not replace the need for independent counsel in certain circumstances.

18. Lease Agreement. The Parties agree to negotiate in good faith and work toward execution to a separate Lease Agreement.

19. Miscellaneous. This Agreement is binding upon the heirs and successors of the respective parties, and constitutes the entire agreement between the parties. Captions are for convenience only and shall not limit the scope or intent of this Agreement or any part thereof. Time is of the essence in this Agreement. This Agreement sets forth all of the terms, conditions, representations and agreements between the parties and may be amended only by a writing signed by both Seller and Purchaser. Where the circumstances require, the singular shall refer to the plural and the plural to the singular, and the use of one gender shall be applicable to all genders. This Agreement is severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions. The property is being sold without regard to race, creed, religion, color, sex or national origin.

[SIGNATURES ON FOLLOWING PAGE]

PURCHASE AND SALES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the last date written below.

PURCHASER

CITY OF LAKELAND, TENNESSEE and/or Assigns

____

NAME:______________________________

DATE:______________________________

Purchaser Notice Address:
10001 Highway 70
Lakeland, TN 38002

SELLER

PATEL, GANGABEN

Lk. S. Shiv *

NAME: LKITA SAM SHIV

DATE: 9-26-2023

Seller Notice Address:
3645 Canada Road
Lakeland, TN 38002

* - Current legal name, changed from Gangaben Sukhabhai Patel

EXHIBIT A

TAX PARCEL #:	L0159 00117C
PROPERTY ADDRESS:	3645 Canada Road Lakeland, Tennessee 38002

The land is approximately 2.319 acres (to be controlled by record title). The Property also includes all improvements thereon, which are in place at the time this Agreement is executed, as well as all easements, roads, or rights-of-way and mineral rights.

RESOLUTION R-68-2023

AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY
TO ENGAGE IN PROPERTY ACQUISITION NEGOTIATIONS
FOR PARCELS WITHIN THE LAKELAND GATEWAY TIF DISTRICT

WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the "Lakeland IDB") approved an Economic Impact Plan for the Lakeland Gateway Tax Increment Financing (the "Lakeland Gateway TIF") on February 16, 2023; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the "BOC") approved the Lakeland Gateway TIF on February 16, 2023; and,

WHEREAS, the Board of Commissioners of Shelby County, Tennessee, approved the Lakeland Gateway TIF on February 22, 2023; and,

WHEREAS, the BOC established "*Public Safety: Coordinate with public safety partners to determine and support facility needs, crime prevention awareness and communication, and increase presence in the City of Lakeland*" as one of the official strategic goals of the City of Lakeland (the "City") in resolution R-24-2023 on February 9, 2023; and,

WHEREAS, the Shelby County Sheriff's Office ("SCSO") has expressed interest in partnering with the City of Lakeland to build and/or occupy facilities in Lakeland that would accommodate this goal; and,

WHEREAS, the BOC identifies the specific parcels referenced herein within the Lakeland Gateway TIF as being ideally located to serve this priority, need, and partnership with SCSO due to their visibility in the City's primary gateway, ease of transportation and commuting access, and proximity to existing residential and commercial properties to support public safety; and,

WHEREAS, the BOC desires to enable the City Manager and the City Attorney to engage in property acquisition negotiations for said parcels to aid the City of Lakeland in these development efforts:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager and City Attorney are hereby authorized to engage in negotiations for the City's acquisition of parcels L0159 00117C, currently owned by Sukabhi and Gangaben Patel, and L0159 00542C, currently owned by Mukesh and Rita Patel and Hemali and Jitendra Patel, and that the City Manager is authorized to execute any related option contracts for said acquisitions, contingent upon ultimate approval by the Board of Commissioners.

RESOLUTION R-68-2023

AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY
TO ENGAGE IN PROPERTY ACQUISITION NEGOTIATIONS
FOR PARCELS WITHIN THE LAKELAND GATEWAY TIF DISTRICT

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 18th day of May 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESOLUTION R-128-2023

AUTHORIZING THE PURCHASE OF
PROPERTY OWNED BY BELZ INVESTCO GP

WHEREAS, pursuant to Resolution R-60-2023, the Board of Commissioners formally authorized the City Manager to engage in property acquisition negotiations for parcels within the Lakeland Gateway TIF District; and,

WHEREAS, during the course of negotiations with other property owners pursuant to Resolution R-60-2023, the City Manager became aware of Belz Investco GP's ("Belz") interest in negotiating with the City for the purchase of two (2) parcels of property located at 0 Beverle Rivera Dr. SW, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00573 and 0 Beverle Rivera Dr. SW, Lakeland, Tennessee 38002, identified as Parcel ID L0159 00574 (collectively "Subject Property"); and,

WHEREAS, the Parties have reached a tentative agreement to purchase the Subject Property for One Million Four Hundred and Two Thousand One Hundred Forty-Four Dollars ($1,402,144.00) with closing occurring on or before January 31, 2024; and,

WHEREAS, the BOC hereby approves of the acquisition of the Subject Property for one million four hundred and two thousand one hundred forty-four dollars ($1,402,144.00) with closing occurring on or before January 31, 2024 and authorizes the Mayor, City Manager, and City Attorney to draft and execute all necessary documents and take all necessary steps to effectuate this transaction:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor, City Manager, and City Attorney are authorized to take all necessary actions to purchase the Subject Property for one million four hundred and two thousand one hundred forty-four dollars ($1,402,144.00) with closing occurring on or before January 31, 2024.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 29th day of September 2023, the public welfare requiring it.

____
Josh Roman, *Mayor*

ATTEST:

____
Cheyenne Carter
City Recorder

RESOLUTION R-60-2023

AUTHORIZING THE CITY MANAGER
TO ENGAGE IN PROPERTY ACQUISITION NEGOTIATIONS
FOR PARCELS WITHIN THE LAKELAND GATEWAY TIF DISTRICT

WHEREAS, the Industrial Development Board of the City of Lakeland, Tennessee, (the "Lakeland IDB") approved an Economic Impact Plan for the Lakeland Gateway Tax Increment Financing (the "Lakeland Gateway TIF") on February 16, 2023; and,

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the "BOC") approved the Lakeland Gateway TIF on February 16, 2023; and,

WHEREAS, the Board of Commissioners of Shelby County, Tennessee, approved the Lakeland Gateway TIF on February 22, 2023; and,

WHEREAS, the BOC established *"Parks and Recreation Improvements: Create and expand parks and recreation facilities"* as one of the official strategic goals of the City of Lakeland (the "City") in resolution R-24-2023 on February 9, 2023; and,

WHEREAS, the YMCA of the Mid-South has expressed interest in partnering with the City of Lakeland to design and operate a recreational and early learning development center in Lakeland; and,

WHEREAS, the BOC identifies the specific parcels referenced herein within the Lakeland Gateway TIF as being ideally located to serve this priority, need, and partnership with the YMCA of the Mid-South due to their proximity to existing city parks, ease of transportation and commuting access, and proximity to existing residential and commercial properties to support the early learning center; and,

WHEREAS, the BOC desires to enable the City Manager to engage in property acquisition negotiations for said parcels to aid the City of Lakeland in these development efforts:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that 1) the City Manager is hereby authorized to engage in negotiations for the City's acquisition of parcels L0159 00142C and L0159 00410, currently owned by Quantum Hotels LLC, and parcel L0159 00409, currently owned by Refuge Church, and 2) that the City Manager is authorized to execute any related option contracts for said acquisitions, contingent upon ultimate approval by the Board of Commissioners.

BE IT FURTHER RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to engage in negotiations for other properties within existing TIF districts to accomplish the same objective of the aforementioned partnership with the YMCA of the Mid-South.

RESOLUTION R-60-2023

AUTHORIZING THE CITY MANAGER
TO ENGAGE IN PROPERTY ACQUISITION NEGOTIATIONS
FOR PARCELS WITHIN THE LAKELAND GATEWAY TIF DISTRICT

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 20th day of April 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESOLUTION R-129-2023

APPROVING A LETTER FROM THE BOARD OF COMMISSIONERS OF THE CITY OF LAKELAND, TENNESSEE, TO TENNESSEE GOVERNOR BILL LEE IN SUPPORT OF THE YOUTH VILLAGES REQUEST FOR FISCAL YEAR 2025 FUNDING FROM THE STATE OF TENNESSEE TO CONTINUE IMPLEMENTATION OF THE MEMPHIS ALLIES INITIATIVE

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, desires to issue a letter of support for the Youth Villages request for funding from the State of Tennessee for continued implementation of the Memphis Allies Initiative:

NOW, THEREFORE, BE IT RESOLVED that each member of the Board of Commissioners is authorized to sign the letter attached as Exhibit A to this resolution.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 29th day of September 2023, the public welfare requiring it.

____
Josh Roman, *Mayor*

ATTEST:

____
Cheyenne Carter
City Recorder

CITY OF
LAKELAND
TENNESSEE
10001 US Highway 70 • Lakeland, TN 38002
Phone: (901) 867-2717 | Fax: (901) 867-2063

September 29, 2023

The Honorable Bill Lee
Governor, State of Tennessee
Tennessee State Capitol, 1st Floor
600 Dr. Martin Luther King, Jr. Blvd.
Nashville, Tennessee 37243

Dear Governor Lee,

I write to you in support of the Youth Villages request for Fiscal Year 2025 funding from the State of Tennessee to continue implementation of the Memphis Allies initiative.

As you know, Memphis Allies is a collaborative effort to reduce gun violence and create safer neighborhoods in Memphis and Shelby County. Memphis Allies reaches out to those at the highest risk of violence and provides them with life coaching, clinical therapy, and case management services.

To address the surge in violent crime, Youth Villages is coordinating this work alongside other non-profit organizations including Lifeline to Success, Neighborhood Christian Centers, and I Shall Not Die But Live, fueled by private funders, facilitated by public partners, and informed by technical experts. Together, they are working to save lives, protect families, and restore peace and prosperity to our community.

We appreciate Tennessee’s previous support of Memphis Allies and believe your continued and increased investment will further enhance public safety in Memphis and Shelby County.

Thank you for your consideration and for your commitment to a safer Memphis, Tennessee.

Sincerely,

Josh Roman
Mayor

Co-Signed:

Wesley Wright Vice-Mayor	Jim Atkinson Commissioner	Michele Dial Commissioner	Connie McCarter Commissioner

CITY OF LAKELAND TENNESSEE

Board of Commissioners

Meeting Cycle: Friday, September 29, 2023

Subject: **Resolution** - approving Change Order #1 to the Building Demolition project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-130-2023.

BUDGET IMPACT

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

DISCUSSION

The City entered into a contract with Complete Demolition Services for the demolition of the motel at 9822 Huff n Puff Road in June 2023. The City has completed the asbestos survey which identified materials that will require abatement per Environmental Protection Agency ("EPA") regulations. The contractor provided a unit price estimate for the asbestos removal based on quantities and recommendations from the asbestos survey. Change Order #1 increases the contract to include the asbestos removal by one hundred fifty thousand dollars ($150,000.00) for a total contract price of three hundred twenty-one thousand dollars ($321,000.00).

RESOLUTION R-130-2023

APPROVING CHANGE ORDER #1 TO THE BUILDING DEMOLITION PROJECT

WHEREAS, the City of Lakeland, Tennessee, (the "City") desires to demolish the motel located at 9822 Huff n Puff Road to replace with parks and recreation facilities; and,

WHEREAS, the City entered into an agreement with Complete Demolition Services, LLC in June 2023 for the Building Demolition project; and,

WHEREAS, the asbestos survey identified materials within the motel that will require abatement per Environmental Protection Agency ("EPA") regulations; and,

WHEREAS, Change Order #1 increases the contract by one hundred fifty thousand dollars ($150,000.00) for a total contract amount of three hundred twenty-one thousand dollars ($321,000.00); and,

WHEREAS, funding for Change Order #1 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 Change Order #1 in the amount of one hundred fifty thousand dollars ($150,000.00) for the Building Demolition project.

BE IT FURTHER RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, authorize an additional fifty thousand dollars ($50,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of three hundred seventy-one thousand dollars ($371,000.00) for the Building Demolition project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 29th day of September 2023, the public welfare requiring it.

____
Josh Roman, *Mayor*

ATTEST:

____
Cheyenne Carter
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and_ Complete Demolition Services, LLC _hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland desires to demolish the building located at 9822 Huff N Puff Rd; and,

WHEREAS _Complete Demolition Services, LLC is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for Building Demolition, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by July 21, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by August 31, 2023. Substantially completed work will be defined as building demolished.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars ($100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars ($100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Seventy One Thousand Dollars ($171,000.00) , subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding $500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

8.1 This Agreement (Pages SFA1 to SFA-5, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)

8.3 Exhibit "A" Bid Form and Bid Schedule.

8.4 Affidavit of Drug Free Work Program

8.5 Addenda

8.6 Performance & Payment Bonds

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).

8.8 Standard Supplementary Conditions (Pages SSC1 to SSC16, inclusive).

8.9 General Requirements

8.9 Special Provisions (Section 01810)

8.10 HUD Requirements

8.11 Technical Specifications

8.12 Notice of Award.

8.13 Notice to Proceed.

8.14 Minutes of the PreBid Conference, if any.

8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONTRACTOR 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 CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR 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.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

____

(PROJECT:______________________)

DATED this 28th day of June , 2023

ATTEST:

By: Ella Crane

Title: Office Administrator

CONTRACTOR:

By:

Title: Agent/Owner

ATTEST:

By: *Debra Murrell*
Debra Murrell
Title: City Recorder

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: *MWalker*
Michael Walker
Title: City Manager

SFA-6